**INVITATION TO TENDER FOR**

**UPDATING SPORT ENGLAND’S PLANNING GUIDANCE**

**SPORT ENGLAND CONTRACT REFERENCE: SE758**

**12/05/2017**

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**Section 1: Introduction**

Sport England is seeking to appoint a Provider to update its planning guidance*.*
The Contract has an anticipated value of up to £40,000.

**Section 2: Sport England**

We’re striving for an active nation where everyone can take part in sport or activity, regardless of age, background or ability.

That might be through traditional team sports like rugby and netball. But it could just as easily be a gym workout or going for a run. Being active is a key part of maintaining physical and mental wellbeing. And it also benefits local communities through economic and social regeneration.

As well as supporting people who already enjoy regular sport, we’re also fighting to get people who are less active exercising more regularly. Groups that are traditionally less active – disabled people, some ethnic groups, women and parts of the LGBTQ community – are a core focus of our work.

We also support talented athletes who show elite potential in their chosen sport, and our ambition is to open up these opportunities to people from all background.

As a government body, we also invest in and provide expertise in creating superb sporting facilities across the nation.

Find out more at [www.sportengland.org](http://www.sportengland.org).

**Section 3: Instructions to Tenderers**

1. **General**
	1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any queries please send them via the [Sport England eSourcing Portal](https://sportengland.bravosolution.co.uk/).
	2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services specified and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.
	3. All material issued in connection with this Invitation to Tender (ITT) shall remain the property of Sport England and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to Sport England or securely destroyed by the Tenderer (at Sport England’s option) at the conclusion of the procurement exercise.
	4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
	5. The Tenderer shall not make contact with any other employee, agent or consultant of Sport England who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Sport England.
	6. Sport England shall not be committed to any course of action as a result of:
		1. Issuing this ITT or any invitation to participate in this procurement exercise
		2. An invitation to submit any Response in respect of this procurement exercise
		3. Communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise
	7. Tenderers shall accept and acknowledge that by issuing this ITT Sport England shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
	8. Sport England reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.
2. **Confidentiality**
	1. Tenderers shall at all times treat the contents of the ITT and any related documents as confidential, save in so far as they are already in the public domain.
	2. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen.
	3. Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.
	4. Tenderers shall not undertake any publicity activity within any section of the media.
	5. Tenderers may disclose, distribute or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another person provided that one or more of the following applies:
		1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer
		2. The Tenderer obtains the prior written consent of Sport England in relation to such disclosure, distribution or passing of Information
		3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement
		4. The Tenderer is legally required to make such a disclosure.
	6. In paragraph 2.5, the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.
	7. Sport England may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the procurement documents available for private inspection by its officers, employees, agents or advisers. Sport England also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).
3. **Freedom of Information**
	1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), Sport England may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Sport England.
	2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
		1. Explain the potential implications of disclosure of such information
		2. Clearly identify such information as commercially sensitive
		3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
	3. Where a Tenderer identifies information as commercially sensitive, Sport England will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, Sport England may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, Sport England is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, Sport England cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.
	4. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to Sport England and the Tenderer should not attempt to answer the request without first consulting with Sport England.
4. **Tender Validity**

Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

1. **Timetable**

Set out below is the proposed procurement timetable. This is intended as a guide and whilst Sport England does not intend to depart from the timetable it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| **DATE** | **STAGE** |
| 12th May 2017 | ITT to be issued  |
| 19th May 2017 at 17:00hrs | Closing date and time for points of clarification |
| 22nd May 2017 | Deadline for Sport England to respond to points of clarification |
| 30th May 2017 at 17:00hrs | Closing date and time for receipt of responses to ITT |
| 31th May – 9th June 2017 | Evaluation of ITT responses  |
| 12th June 2017 | Notification of award |

1. **Contact Details**

The person responsible for this procurement and their contact details are:

|  |  |
| --- | --- |
| **Contact** | John Feetam |
| **Telephone No.** | 020 7273 1738 |
| **Email Address** | john.feetam@sportengland.org |
| **Postal Address** | 1st Floor, 21 Bloomsbury Street, London, WC1B 3HF |

All questions regarding the tender process and Sport England should be made via the [Sport England eSourcing Portal](https://sportengland.bravosolution.co.uk/).

1. **Preparation of Tender**
	1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will Sport England, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
	2. Tenderers are required to complete and provide all information required by Sport England in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead Sport England to reject a Tender Response.
	3. Sport England relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
	4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services and their Tenders, without reliance upon any opinion or other information provided by Sport England or their advisers and representatives. Tenderers should notify Sport England promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
2. **Submission of Tenders**
	1. Tenders must be submitted in the form specified in the Form of Tender instructions at Schedule 1. Failure to do so may render the Response non-compliant and it may be rejected.
	2. Sport England may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Tenderers.
	3. Tenderers must submit a priced electronic copy via the [Sport England eSourcing Portal](https://sportengland.bravosolution.co.uk/) no later than **17:00hrs on 30th May 2017**. Tenders received after that time may not be accepted.
	4. The Tender and any documents accompanying it must be in the English language.
	5. Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
3. **Canvassing**

Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Sport England concerning the letting of this Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

1. **Disclaimers**
	1. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
	2. Neither Sport England, nor their advisors, nor their directors, officers, members, partners, employees, other staff or agents:
		1. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT
		2. Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication
	3. Any persons considering making a decision to enter into contractual relationships with Sport England following receipt of the ITT should make their own investigations and their own independent assessment of Sport England and its requirements for the services and should seek their own professional financial and legal advice.
	4. Any Contract concluded as a result of this ITT shall be governed by English law.
2. **Collusive Behaviour**

Any Tenderer who:

* 1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party
	2. Communicates to any party other than Sport England the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security)
	3. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender
	4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted
	5. Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission

shall (without prejudice to any other civil remedies available to Sport England and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

1. **No Inducement or Incentive**

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into a contractual agreement.

1. **Queries Relating to Tender**
	1. All requests for clarification about the requirements or the process of this procurement exercise should be made via the [Sport England eSourcing Portal](https://sportengland.bravosolution.co.uk/).
	2. Sport England will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
	3. Clarification requests must be submitted via [Sport England eSourcing Portal](https://sportengland.bravosolution.co.uk/) on or before the **19th May 2017 at 17:00hrs.**
	4. In order to ensure equality of treatment of Tenderers, Sport England may publish the questions and clarifications raised by Tenderers together with Sport England’s responses (but not the source of the questions) to all participants.
	5. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if Sport England at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Sport England’s response, Sport England will:
		1. Invite the Tenderer submitting the query to either declassify the query and allow the query along with the Authority’s response to be circulated to all Tenderers
		2. Request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
	6. Sport England reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.
2. **Amendments to Tender Documents**

At any time prior to the deadline for the receipt of Tenders, Sport England may modify the ITT by amendment. Any such amendment will be issued by Sport England to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, Sport England may, at its discretion, extend the Deadline for receipt of Tenders.

1. **Late Tenders**

Any Tender received via the Bravo portal after **17:00hrs on 30th May 2017** may be rejected.

1. **Proposed Amendments to the Contract by the Tenderer**
	1. Sport England’s Terms of Trade can be viewed [here](https://www.sportengland.org/about-us/corporate-information/terms-of-trade/).
	2. Any proposed amendments to the Contract must be detailed separately, and returned with the Tenderer’s ITT Response.
	3. Where Sport England makes changes to the Contract as a result of the proposals received it will circulate the amended terms to all Tenderers.
	4. No changes to our Terms of Trade will be considered unless they are submitted with Tender Responses.
2. **Modification and Withdrawal**
	1. Tenderers may modify their Tender prior to the Deadline by giving notice to Sport England by electronic submission via the [Sport England eSourcing Portal](https://sportengland.bravosolution.co.uk/).
	2. No Tender may be modified subsequent to the Deadline for receipt.
	3. The modification notice must state clearly how Sport England should implement the modification.
	4. Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent to Sport England via the [Sport England eSourcing Portal](https://sportengland.bravosolution.co.uk/).
3. **Right to Reject/Disqualify**

Sport England reserves the right to reject or disqualify a Tenderer where:

* 1. The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document
	2. The Tenderer is guilty of serious misrepresentation in relation to its Tender
	3. There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.
1. **Right to Cancel, Clarify or Vary the Process**

Sport England reserves the right to:

* 1. Amend the terms and conditions of the Invitation to Tender process
	2. Cancel the evaluation process at any stage
	3. Require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).
1. **Notification of Award**

Sport England will notify the successful Tenderer(s) of their award in writing.

**Section 4: Tender Evaluation**

1. **Introduction**
	1. The Tender process will be conducted to ensure that Tenders are evaluated fairly. Sport England will award a contract to the Bidder whose tender has been determined as the Most Economically Advantageous Tender (MEAT) based upon the requirements as set out in the specification and scored in accordance with the award criteria. All proposals will be subject to an evaluation on the basis of the award criteria and weightings set out in this ITT.
2. **Evaluation of Tenders**
	1. Tenders received that are deemed complete will be evaluated according to the following parts. Tenderers’ responses to the Specification (see Sections 7 and 8) will be evaluated against the Technical and Commercial criteria and weightings shown in the table below:

|  |
| --- |
| **Scoring Criteria** |
|  **Criterion** | **Weighting** |
| Section 7 |  Technical | **70**% |
| Section 8 |  Commercial | **30**% |

**Scoring Methodology**

* 1. Responses to each criterion (Except Commercial) above will be allocated a score based on the methodology contained below.

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Score** | **Interpretation** |
| Excellent | 100% | Fully meets the requirement(s) demonstrating relevant experience of all of the requirement(s) to an excellent standard.Demonstrates excellent understanding and deliverable added value. |
| Good | 80% | Demonstrates relevant experience of all the requirement(s) to a good standard with good supporting evidence.Demonstrates good understanding. |
| Acceptable | 70% | Demonstrates relevant experience of all of the requirement(s) to an acceptable standard with acceptable supporting evidence. Demonstrates acceptable understanding. |
| Minor Reservations | 50% | Minor reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard |
| Major Reservations | 20% | Major reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard. |
| Unacceptable | 0% | Does not demonstrate relevant experience of any of the requirement(s) to an acceptable standard and/or insufficient information provided by the potential provider. |

**Section 5: Award of Contract**

Shortlisted Tenderers will be notified of the award at the conclusion of the exercise. Notifications will include details of:

1. The score of the Tenderer
2. The name of the successful Tenderer
3. The score for the successful Tenderer

**Section 6: Specification**

1. **Introduction**
	1. In 2013 Sport England undertook a full review of its planning guidance following publication of the Government’s National Planning Policy Framework (NPPF) in 2012. This resulted in consolidating Sport England previous guidance into four new ‘Planning for Sport’ guides. Alongside an overarching aims and objectives guide, two guides were produced looking at the forward planning and development management aspects of the planning system. A fourth guide summarised a series of supporting advice Sport England provides including other guidance and strategic planning tools. Some minor updates were made to the four planning for sport guides in 2014 following the Government publishing their Planning Practice Guidance (PPG) in March 2014.
	2. Since the publication of the guides the Government and Sport England have published new strategies for sport and physical activity. In addition, a number of relevant changes have been made to the planning system, with others forthcoming, including additional government planning policy and guidance. There has also been a number of lessons learnt by Sport England, and within the planning system as a whole, regarding application of the Government’s NPPF and PPG.
	3. As a result of the new strategies, changes and lessons learnt, the planning team undertook a high level review of all of its planning guidance and tools in 2016. This sought to determine which guidance and tools require updating and to what extent, along with highlighting priorities. The outcome of the review was the agreement of the need to update a number of key documents. Some of the documents will be updated in house by Sport England’s planning team. However, due to capacity and the need for the updates to benefit from external planning advice and expertise, some external support is sought.
	4. The external support is to be focussed on the development of three updated planning for sport guides, these being the aims and objectives, forward planning and development management guides. It is anticipated that the updated aims and objectives guide will include a short appendix summarising details of Sport England’s wider related planning guidance and tools. This appendix will replace the current supporting advice guide. The external support will also provide an updated version of Sport England’s ‘Making a planning application: A guide for sports clubs’ document’, and provide advice in relation to other key documents Sport England will be updating in house.
	5. The four current planning for sport guides, along with the current making a planning application guide, are provided as annexes to this ITT. Other key Government and Sport England documents relating to this procurement include:

Government: (web links)

[National Planning Policy Framework](https://www.gov.uk/guidance/national-planning-policy-framework)

[Planning Practice Guidance](https://www.gov.uk/government/collections/planning-practice-guidance)

[Sporting Future: A New Strategy for an Active Nation](https://www.gov.uk/government/publications/sporting-future-a-new-strategy-for-an-active-nation)

Sport England: (web links)

[Towards an Active Nation: Strategy 2016-2021](https://www.sportengland.org/news-and-features/news/2016/may/19/sport-england-triples-investment-in-tackling-inactivity/)

[Planning for Sport website pages](http://www.sportengland.org/planningforsport), including the [Planning Applications website guidance](https://www.sportengland.org/planningapplications/)

[Planning Policy Statement: A Sporting Future for the Playing Fields of England](https://www.sportengland.org/facilities-planning/planning-for-sport/planning-applications/playing-field-land/) (which includes Sport England’s Playing Fields Policy)

[Assessing Needs and Opportunities Guide](https://www.sportengland.org/facilities-planning/planning-for-sport/planning-tools-and-guidance/assessing-needs-and-opportunities-guidance/)

[Playing Pitch Strategy Guidance](https://www.sportengland.org/facilities-planning/planning-for-sport/planning-tools-and-guidance/playing-pitch-strategy-guidance/)

* 1. Sport England has also drafted two neighbourhood planning guides. One is aimed at Neighbourhood Planning Bodies developing the plans, with the other aimed at sports clubs, and other organisations providing opportunities for sport and physical activity, to help them engage in neighbourhood planning. Sport England anticipates finalising and publishing these two guides alongside the new and updated planning for sport guides.
1. **Objectives**
	1. The purpose of this procurement is to help ensure Sport England’s planning guidance remains well used and respected within the planning system. The key objectives are to provide updated guidance which:
2. articulates the role the planning system can play in helping to deliver the Government’s strategy for sport and Sport England’s new strategy;
3. explains how the various parties engaged in the planning system can help to ensure the system plans positively for sport and physical activity;
4. explains Sport England’s role in the planning system;
5. takes into account recent and forthcoming changes to the planning system;
6. builds in relevant lessons learnt and good practice since the publication of the NPPF.

2.2 The overall outcome of providing the updated guidance is for all parties engaged in the planning system, and the system as a whole, to increasingly plan positively for sport and physical activity. This includes those parties:

1. directly engaged in developing and implementing planning policy and related documents (eg local authority planning officers and councillors);
2. developing development proposals (eg developers and local authorities);
3. developing the related evidence base to inform planning policy, related documents, development proposals and planning decisions (eg local authorities, planning and leisure consultants);
4. within the sport and physical activity sector (eg NGBs, sports clubs and other organisations) looking to submit planning applications for specific sites, respond to planning consultations and influence the nature of development in their area.

2.3 As a result of the above, the updated guidance will provide greater support to the work of Sport England’s Planning Managers in supporting and influencing the planning system.

1. **Approach**

3.1. The appointed Provider will be expected to lead the development of three updated planning for sport guides, along with an updated version of the guide to assist sports clubs with making planning applications. The Provider will also be expected to support Sport England with any workshop(s) to help promote and disseminate the revised guides.

3.2 The proposed approach to achieving the deliverables (Section 4) will be set out by the appointed Provider. However, as a guide it is envisaged that this will include:

i. A scoping meeting with a range of Sport England colleagues to help both the appointed Provider and Sport England further understand (and where appropriate agree):

- the relationship between the Sport England strategy and the work of Sport England’s planning function and the wider planning system;

- the implications of recent and forthcoming changes to the planning system;

- the extent of amendments and updates required to the guides;

- the approach and timescales for the production of the guides alongside wider Sport England work areas.

ii. The development of the aims and objectives guide (consultation draft) prior to developing the remaining guides.

iii. A period of consultation (see 5.1 below) on a draft aims and objectives guide, alongside a revised draft of Sport England’s Planning Policy Statement: A Sporting Future for the Playing Fields of England which it will be developing in-house. This consultation may also ask questions to help guide the scope and nature of the remaining guides.

iii. Completion of the three updated planning for sport guides prior to developing the updated ‘Making a planning application: A guide for sports clubs’.

1. A Sport England led scoping meeting with partners to commence an update of the ‘Making a planning application: A guide for sports clubs’.

Note: It is envisaged that an update of this guide will include an appendix specifically related to applying for planning permission for Artificial Grass Pitches (AGPs). To help with this appendix Sport England will provide the appointed Provider a copy of its 2015 research into the common themes and key issues raised in the assessment of planning applications for AGPs.

3.3 Sport England will be reviewing and updating other key planning documents in-house. Based on a set day rate, the appointed Provider will be expected to provide advice to Sport England on request during the development of these other documents, eg comments on their scope, their relationship with the application of wider planning policy and on draft versions.

3.4 Sport England will appoint a project lead for the overall work. The development of each guide will then be supported by a selected number of Sport England’s Planning Managers, along with other colleagues and external partners where relevant.

1. **Deliverables**

4.1 The deliverables expected from the appointed Provider are:

1. An initial in person scoping meeting at Sport England’s London office followed by an appropriate number of project progress/control point meetings (in person/ video/teleconference);
2. Three revised and updated Sport England planning guides:
* Aims and Objectives;
* Forward Planning;
* Development Management;
1. A revised and updated ‘Making a planning application: A guide for sports clubs’ document;
2. Contribution to a workshop(s) to support the publication of the guides;
3. Advice provided on request to support Sport England review and update other key planning documents, which for example may include its:
* Planning Policy Statement: A Sporting Future for the Playing Fields of England (which includes Sport England’s Playing Fields Policy);
* Assessing Needs and Opportunities Guide and Playing Pitch Strategy Guidance;
* Draft Neighbourhood Planning Guides;
* Planning for Sport website pages – www.sportengland.org/planningforsport
	1. For clarity, excluded from the scope of this work are the:

development of an updated version of Sport England’s:

* Planning Policy Statement: A Sporting Future for the Playing Fields of England;
* Assessing Needs and Opportunities Guide and Playing Pitch Strategy Guidance;
* Neighbourhood Planning Guides;
* Planning for Sport website pages.

Review and development of any other of Sport England’s planning guidance and tools.

Setting up workshops to support the publication of the guides.

1. **Timescale and consultation**

5.1 The Provider will be expected to set out a proposed timescale alongside their approach for achieving the deliverables. The timescale will then be discussed and agreed at the initial scoping meeting. However, as an initial guide Sport England anticipates the following which takes account of wider Sport England work and resources:

 Three planning guides

w/c 19th June - Scoping meeting.

w/c 17th July – Completion of a consultation draft of the aims and objectives guide.

Mid July to early September – Consultation with selected parties (but also placed on the Sport England website) on the draft aims and objectives guide, alongside a revised draft of Sport England’s Planning Policy Statement: A Sporting Future for the Playing Fields of England (which is being developed by Sport England in house)

w/c 14th Aug – Completion of draft forward planning and development management guides.

w/c 2nd Oct – Completion of the final aims and objectives, forward planning and development management guides.

Making a planning application guide

w/c 4th Dec – Scoping meeting

w/c 25th Jan – Completion of a draft guide.

Feb – Consultation with selected parties (eg National Governing Bodies of Sport).

w/c 12th March – Completion of final guide.

**Section 7: Technical Response Requirements**

Each tenderer should respond to the specification requirements (Section 6) by providing a single Specification Response document, in MS Word or PDF format, with appropriate appendices. The response document should provide the details set out below and should not exceed 5,000 words (excluding appropriate appendices).

|  |  |
| --- | --- |
| **Technical Requirements** **(Weighted at 70% of the overall evaluation – see final column for breakdown)** | **Breakdown of Weighting** |
| **Note**: Tender responses must receive an Acceptable score (see Section 4 of the ITT) for both criteria 1 and 2. For the avoidance of doubt, Sport England will not continue to evaluate any tender response that receives less than an Acceptable score for both criteria 1 and 2. |
| **Criteria** | **Experience** | **Response: Tenders should…** | **40%** |
| 1 | Experience of writing planning policy and/or planning guidance for a national agency or similar organisation. | Demonstrate relevant experience of key staff allocated to the work and provide tailored CVs for all allocated staff.Provide examples of previous work key staff have led and/or contributed to. | 20% |
| 2 | A good understanding of recent and forthcoming changes to the planning system and an adequate understanding of the potential implications for planning for sport and physical activity. | Demonstrate understanding and highlight potential implications.Provide examples of previous work to demonstrate understanding (eg advising others on the implications of changes and/or supporting development of policy/guidance in response to changes).  | 15% |
| 3 | A good understanding of Sport England’s role in the planning system, and adequate knowledge of the wider sport, physical activity and health and wellbeing sectors and their relationship to the planning system. | Demonstrate understanding. | 5% |
| **Criteria** | **Approach** | **Response: Tenders should…** | **25%** |
| 4 | A clear and appropriate approach to achieving the deliverables. | Present the overall approach covering all deliverables. Include proposed timescales and resource allocated to each element of the approach. | 15% |
| 5 | A clear and appropriate approach to managing and resourcing the work including how staff will be allocated effectively. | Indicate how the project will be managed and resourced and present the project management experience of key staff. Provide an organigram and present how individual staff will be allocated to the various elements of the approach. Outline key risks and mitigation. | 10% |
| **Criteria** | **Added Value and Innovation** | **Response: Tenders should…** | **5%** |
| 6 | Added value and innovation provided. | Specify added value and innovation that will be provided through the experience of the Provider and/or the approach. | 5% |

**Section 8: Commercial Response Requirements**

8.1 Prices and day rates submitted should be fully inclusive (Ex VAT & in GBP), fixed, current and not subject to variation. Price is defined as the total contract value, which includes the cost of the goods/services/works over the term of the contract plus any transition costs including TUPE and associated delivery/collection costs.

8.2 Arithmetic in tenders will be checked and if any errors are found, the Tenderer will be notified and requested to confirm or withdraw the tender. If rates alone, rather than an overall price, are stated within the tender, an amended tender price may be requested to accord with the rates.

8.3 Price Elements of Tender responses will be evaluated against the lowest tender price. The bidder who has submitted the best (lowest) price and average day rate will be awarded the maximum score available for each element in this section. All remaining bids will be scored relative to the lowest bid using the formula below:

Expressed as: Price Score = (TL / Tt) x 100

[Where: TL = Lowest Tender Price Tt = Actual Tender Price

8.4 Each tenderer should respond to the commercial requirements by providing a single Commercial Response document in MS Word or PDF format. The response should include two tables; the first providing totals (days and price) for each requirement as set out below; and the second showing the breakdown of the totals for each requirement by the days allocated, day rates and costs for each individual staff member.

|  |  |  |  |
| --- | --- | --- | --- |
| **Requirements****(Weighted at 30% of the overall evaluation – see final column for breakdown by sub total)** | **Total Number of Days** | **Total Price (£)** | **Breakdown of Weighting** |
| Project Management (to include initial scoping meeting and proposed progress/control point meetings) |  |  |  |
| Aims and Objectives Guide |  |  |
| Forward Planning Guide |  |  |
| Development Management Guide |  |  |
| Making a planning application: A guide for sports clubs  |  |  |
| Expenses |  |  |
| **Sub Total 1 – Development of Guides** |  |  | **25%** |
| Contribution to a workshop(s) to support the publication of the guides. *[Days and price to be based on a single full day workshop]* |  |  |  |
| Advice on the review and update of other Sport England planning documents. *[Price to be based on 7 days’ worth of support and day rates to be provided in a the second table - see 8.4 above]* | 7 |  |
| **Sub Total 2 – Contribution to workshop and other planning documents** |  |  | **5%** |
| **TOTAL** |  |  |  |

**Schedule 1: Form of Tender**

TO BE COMPLETED BY THE TENDERER

**To: Sport England, 21 Bloomsbury Street, London WC1B 3HF**

**Date: *[Tenderer to insert date]***

PROVISION OF: Updating Sport England’s Planning Guidance

REFERENCE NUMBER: SE758

To: Sport England

From: [Tenderer to insert name of organisation submitting Tender]

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Sport England Terms of Trade which are available to view [here](https://www.sportengland.org/about-us/corporate-information/terms-of-trade/)) I/we hereby offer to provide updated Sport England planning guidance as specified. If this offer is accepted I/we will execute documents in the form of the Contract within 30 days of being called upon to do so.

I/We confirm that I/we agree with Sport England in legally binding terms to comply with the provisions relating to confidentiality set out in Section 2 Instructions to Tenderers Paragraph 2.1 to 2.7 of the Invitation to Tender.

In compliance with your requirements as set out in your ITT I have completed and enclose the following documents:

|  |
| --- |
| **SCHEDULE 1: FORM OF TENDER** |
| **SCHEDULE 4: QUESTIONNAIRE** |
| **SPECIFICATION RESPONSE** |
| **COMMERCIAL RESPONSE**  |

In compliance with the requirements set out in your Invitation to Tender, which I confirm I have read and fully understand. I also confirm that I have complied with the specific requirements set out in the documents detailed below (Schedules 2 and 3):

|  |
| --- |
| **SCHEDULE 2: COLLUSIVE TENDERING**  |
| **SCHEDULE 3: CANVASSING** |

This Tender shall remain open for acceptance by Sport England for a period of 60 days after the
due date for return of tenders specified in the Invitation to Tender.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out.

Signed for and on behalf of the above named Tenderer:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_

(Optional)

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 2: Collusive Tendering**

**TENDER FOR SUPPLY OF UPDATING SPORT ENGLAND’S PLANNING GUIDANCE**

The essence of the public procurement process is that Sport England shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1: Form of Tender I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

Communicate to a party other than Sport England the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

* The word “person” includes any person, body or association, corporate or incorporate
* The phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

**Schedule 3: Canvassing**

**TENDER FOR UPDATING SPORT ENGLAND’S PLANNING GUIDANCE**

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of Sport England or Other Contracting Body in connection with the award of the Contract for updating Sport England’s planning guidance and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not prior to the conclusion of the Provider selection process canvass or solicit any member, employee, agent or provider of Sport England in connection with the award of the Contract for updating Sport England’s planning guidance and that no person employed by me/us or acting on my/our behalf will do any such act.

**Schedule 4: Questionnaire for** **Updating Sport England’s planning guidance**

# Introduction

* 1. This Questionnaire sets out the information which is required by Sport England in order to assess the suitability of Potential Providers in terms of their technical knowledge and experience, capability/capacity, organisational and financial standing to meet the requirement.
	2. In assessing the answers to the following questions, Sport England will be seeking evidence of the Potential Provider’s suitability to perform the services in terms of economic and financial standing, technical and professional ability.

# Instructions for Completion

# Recipients should complete the attached Questionnaire and to submit it, duly signed, together with the other documentation requested, to Sport England by the due date for return in accordance with the procedures set out in this Invitation to Tender.

# “You” / “Your” or “Potential provider” means the business or company which is completing this Questionnaire.

# Potential Providers should follow the instructions outlined below when completing this Questionnaire.

# You should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to Sport England, this should be indicated, with an explanation.

# The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

# If the question does not apply to you, please write N/A; if you don’t know the answer please write N/K. Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may result in your application being disqualified.

# In the event that none of the responses are deemed satisfactory, Sport England reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

# Potential Providers must be explicit and comprehensive in their responses to this questionnaire as this will be the single source of information on which responses will be scored and ranked. Potential Providers are advised neither to make any assumptions about their past or current supplier relationships with Sport England nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

* 1. Sport England may disqualify any Potential Provider who fails to provide a satisfactory response to any questions in the Questionnaire or inadequately or incorrectly completes any question.
	2. Where a Potential Provider has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, the other information considered appropriate by Sport England will be accepted.

# Additional Information

* 1. Sport England expressly reserves the right to require a Potential Provider to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this questionnaire.
	2. We may seek independent financial and market advice to validate information declared, or to assist in the evaluation.
	3. Reference site visits or demonstrations and/or presentations are unlikely to be requested at this stage but Sport England reserves the right to request the same as a part of the evaluation process.
1. **Verification of Information Provided**

# The higher the risk of the procurement, the higher the level of verification is likely to be required. Not all questions require supporting documents up front at this stage (for example certificates, statements with this questionnaire.) However, Sport England may ask to see these documents at a later stage, so it is advisable you ensure they can be made available upon request. You may also be asked to clarify your answers or provide more details about certain issues.

1. **Sub-contracting Arrangements**

# Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

# Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, Potential Providers should provide details of the composition of the supply chain within the response to section 1 question 1.2 of the questionnaire, indicating which member of the supply chain will be responsible for the elements of the requirement.

# Sport England recognises that arrangements in relation to sub-contracting may be subject to future change. However, Potential Providers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Provider to proceed with the procurement process or to provide the goods and/or services.

1. **Consortium Arrangements**

# If the Potential Provider bidding for a requirement is a consortium, the following information must be provided:

* + 1. Full details of the consortium
		2. The information sought in this questionnaire in respect of each of the consortium’s constituent members as part of a single composite response.

# Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium as part of the response to section 1 question 1.2 of the questionnaire. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in an Annex. However, please note Sport England reserves the right to require a successful consortium to form a single legal entity.

1. **Freedom of Information**

# In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), all information submitted to Sport England may be disclosed in response to a request made pursuant to the FoIA.

# In respect of any information submitted by a Potential Provider that it considers to be commercially sensitive the Potential Provider should:

* + 1. clearly identify such information as commercially sensitive;
		2. explain the potential implications of disclosure of such information;
		3. provide an estimate of the period of time during which the Potential Provider believes
		that such information will remain commercially sensitive.

# Where a Potential Provider identifies information as commercially sensitive, Sport England will endeavour to maintain confidentiality. Potential Providers should note, however, that, even where information is identified as commercially sensitive, Sport England might be required to disclose such information in accordance with the FoIA. Accordingly, Sport England cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

1. **Provider Selection**

# Sport England may disqualify any Potential Provider who fails to Provide a satisfactory response to any questions in the Questionnaire or inadequately or incorrectly completes any question

# Where a Potential Provider has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, the other information considered appropriate by Sport England will be accepted.

|  |
| --- |
|  **SECTION 1 – SUPPLIER INFORMATION** |

|  |  |
| --- | --- |
| **1.1 Supplier details** | **Answer** |
| Full name of the Supplier completing the Questionnaire  |  |
| Registered company address |  |
| Registered company number |  |
| Registered charity number |  |
| Registered VAT number |  |
| Name of immediate parent company |  |
| Name of ultimate parent company |  |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company  | Yes / No (please delete) |
| ii) a limited company | Yes / No (please delete) |
| iii) a limited liability partnership | Yes / No (please delete) |
| iv) other partnership | Yes / No (please delete) |
| v) sole trader | Yes / No (please delete) |
| vi) other (please specify) | Yes / No (please delete) |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | Yes / No (please delete) |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | Yes / No (please delete) |
| iii) Sheltered workshop | Yes / No (please delete) |
| iv) Public service mutual | Yes / No (please delete) |
| **1.2 Bidding model** |
| **Please indicate in the relevant box whether you are;** |
| a)   Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | Yes / No (please delete) |
| b)   Bidding as a Prime Contractor and will use third parties to deliver some of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes / No (please delete) |
| c)   Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes / No (please delete) |
| d)   Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that Sport England may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | Yes / No (please delete)**Consortium members****Lead member** |
| e)   Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix. | Yes / No (please delete)**Consortium members****Current lead member****Name of Special Purpose Vehicle** |

|  |
| --- |
| **1.3 Contact details - Supplier contact details for enquiries about this Questionnaire** |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |
| --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** |
| 1.4.1 | Registration with a professional bodyIf applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | Yes / No (please delete)If Yes, please provide the registration number in this box. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | Yes / No (please delete)If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

|  |
| --- |
| **SECTION 2 – GROUNDS FOR MANDATORY EXCLUSION** |

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact Sport England for advice before completing this form.

|  |  |
| --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. 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;
 |  |  |
| 1. 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;
 |  |  |
| 1. the common law offence of bribery;
 |  |  |
| 1. 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;
 |  |  |
| 1. any of the following offences, 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:
 |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed—
 |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 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;
 |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003;
 |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009
 |  |  |
| 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 57(1) of the Public Contracts Directive—
 |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes****2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

|  |
| --- |
| **SECTION 3 – GROUNDS FOR DISCRETIONARY EXCLUSION** |

Sport England may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |
| --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 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 Public Contracts Directive as amended from time to time;
 |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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;
 |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
 |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;
 |  |  |
| 1. your organisation has 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;
 |  |  |
| 1. your organisation—

(i) has 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; or(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the Sport England, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
|  (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), Sport England may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members 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 procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Sport England, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by Sport England should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question (g), Sport England may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). Sport England may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Questionnaire. Sport England may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, Sport England may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of Sport England in each case.

If such evidence is considered by Sport England (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by Sport England to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

|  |
| --- |
| **SECTION 4 – INSURANCE** |

Question 4.1 constitutes discretionary grounds for exclusion. Where a Potential Bidder provides a non-compliant answer to this question and does not provide a response which, in the sole opinion of Sport England, mitigates any risk that might arise as consequence of the non-compliant answer, Sport England may exclude the Supplier from the procurement process.

|  |  |  |
| --- | --- | --- |
| 4.1 | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:Employer’s (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000 Professional Indemnity Insurance = £5,000,000\* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes / No (please delete) |

|  |
| --- |
| **SECTION 5 – COMPLIANCE WITH EQUALITY LEGISLATION** |

Questions 5.1, 5.2 and 5.3 constitute discretionary grounds for exclusion. Where a Potential Bidder provides a non-compliant answer to either of these questions and does not provide a response which, in the sole opinion of Sport England, mitigates any risk that might arise as consequence of the non-compliant answer, Sport England may exclude the Supplier from the procurement process.

|  |
| --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. |
| 5.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes / No (please delete) |
| 5.2 | In the last three years, has your organisation 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? If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.You may be excluded if you are unable to demonstrate to Sport England’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.  | Yes / No (please delete) |
| 5.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes / No (please delete) |

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| **SECTION 6 – ENVIRONMENTAL MANAGEMENT** |

Questions 6.1 and 6.2 constitute discretionary grounds for exclusion. Where a Potential Bidder provides a non-compliant answer to either of these questions and does not provide a response which, in the sole opinion of Sport England, mitigates any risk that might arise as consequence of the non-compliant answer, this will constitute a fail and Sport England may exclude the Supplier from the procurement process.

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| 6.1 | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.Sport England will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless Sport England is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | Yes / No (please delete) |
| 6.2 | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | Yes / No (please delete) |  |

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| **SECTION 7 – HEALTH AND SAFETY** |

The responses to question 7.1, 7.2 and 7.3 will be evaluated on a pass/fail basis.

Questions 7.1, 7.2 and 7.3 constitute discretionary grounds for exclusion. Where a Potential Bidder provides a non-compliant answer to either of these questions and does not provide a response which, in the sole opinion of Sport England, mitigates any risk that might arise as consequence of the non-compliant answer, this will constitute a fail and Sport England may decide that they will not be eligible to continue to the next stage of the procurement process.

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| 7.1 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  | Yes / No (please delete) |
| 7.2 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.Sport England will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to Sport England’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.  | Yes / No (please delete) |
| 7.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes / No (please delete) |

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| **SECTION 8 – DECLARATION** |

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| I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of......................... (**Insert name of Supplier**). I understand that Sport England may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.I also declare that there is no conflict of interest in relation to Sport England’s requirement.The following appendices form part of our submission;

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| **Section of Questionnaire** | **Appendix number** |
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| **QUESTIONNAIRE COMPLETED BY** |  |
| Name |  |  |
| Role in organisation |  |  |
| Date |  |  |
| Signature |  |  |

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-1)