

INVITATION TO TENDER LETTER

Children's Commissioner
Sanctuary Buildings
Great Smith Street
LONDON SW1P 3BT

INVITATION TO TENDER (ITT) for the production of six high quality animated films working from audio or voiced up scripts (each no more than one minute long) covering a broad range of topics, for dissemination on digital social media platforms and the Children's Commissioner's two websites – the main website, and a second peer led website specifically designed for children in care and care leavers.

The animator will develop the visual concept and content, suitable for the 14-21 year old age bracket from original audio recordings of young people provided by the Children's Commissioner.

- 1 Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

Document 1 Instructions on the tendering procedures.
Document 2 Standard requirements
Document 3 Specification of the requirement.
Document 4 List of attachments.
Document 5 Declaration and information to be provided by tenderer.
- 2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below using the address label provided.
- 3 One copy of your tender must be received by Giles Dilnot at Procurement.mailbox@childrenscommissioner.gov.uk no later than 23:59hrs on Monday 18th November 2019. Late tenders will **not** be considered.
- 4 If having read the enclosed specification you decide not to submit a tender, I would be grateful if you could send your reasons (though you are under no obligation to do so) to Giles Dilnot at Procurement.mailbox@childrenscommissioner.gov.uk, at the above address marked 'No Tender'.
- 5 Please contact me if you have any questions about the tendering procedure.

Yours sincerely

DOCUMENT 1

INSTRUCTIONS ON TENDERING PROCEDURES

- 1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Giles Dilnot at Procurement.mailbox@childrenscommissioner.gov.uk if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are not allowed.
- 2 Please note that references to the 'Commissioner' throughout these documents mean The Children's Commissioner acting through her representatives in the Office of the Children's Commissioner.

Contract Period

- 3 The contract is to be for a period to cover the announcement of Contract as per table 5 (below) and to end with completion of contract and delivery of services on or before 31 march 2020.

Incomplete Tender

- 4 Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

Indicative procurement timetable

- 5 The indicative timetable for the procurement is:

Tender documents issued	Tuesday 29 th Oct
Last day for submission of clarifications	Thursday 7 th Nov 2019
Last day for the Commissioner to respond to clarifications	Tuesday 12 th Nov 2019
Deadline for tender responses to be received	Monday 18 th Nov 2019
Evaluation	19 th -22 nd Nov 2019
Clarification meetings if required	Monday 25 th Nov 2019
Commissioner announcement of preferred bidder	Weds 27 th Nov 2019
10 day standstill period ends	Weds 11 th Dec 2019
Contract fine-tuning with preferred bidder to take account of the solution	Thurs 12 th Dec 2019
Contract commencement	Friday 13 th Dec 2019

Returning Tenders

- 6 Tenders should be submitted to Procurement.MAILBOX@childrenscommissioner.gov.uk with 'ANIMATION TENDER' clearly marked in the subject box. Tenders will not be opened by the Commissioner's office until the deadline for tenders has passed. (see table 5) Clarification requests may be sent to the same secure email inbox and will only be opened if 'ANIMATION CLARIFICATION' is clearly marked in the subject box

Receipt of Tenders

- 7 Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

Acceptance of Tenders

- 8 By issuing this invitation the Commissioner 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.
- 9 The Commissioner reserves the right to treat any tender which is caveated by reference to the UK exiting the EU with a deal or without a deal EU as non-compliant and, as with any procurement exercise, a bidder in submitting its price for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

Inducements

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

Confidentiality of Tenders

- 11 Please note the following requirements, 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.

Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

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

Debriefing

- 13 Following the award of contract, debriefing will be available to unsuccessful tenderers on request.

Evaluation Criteria

- 14 The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the economically most advantageous tender.
- 15 Your capability to perform the contract will be evaluated using the criteria set out in Document 4 Attachment 2 - Evaluation Criteria. Only the top 3 scoring organisations in the selection stage will have their tenders assessed
- 16 Your response to the tender specification will be evaluated using the criteria set out in Document 4 Attachment 2 Evaluation Criteria.

Tender Period

- 17 Due to the intensive evaluation process the Commissioner requires tenders to remain valid for a period specified in the table (point 5) of this document

Basis of the Contract

- 18 The specification in Document 3, and the terms and conditions in Document 4 Attachment 1, together with any special requirements, will form the basis of the contract between the successful tenderer and the Secretary of State for Education.

Format of Bids

- 19 Tenderers should present their proposals in the following format:

Section 1 Table of Contents

Section 2 Management Summary

Section 3 Meeting the Specification

Section 4 Cost and Charging Arrangements

Section 5 References and Experience

Section 6 Declarations, Undertakings and Attachments (see Document 5)

Conclusions

- 20 Whilst every endeavour has been made to give tenderers an accurate description of the Commissioner's requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

STANDARD REQUIREMENTS

Freedom Of Information

- 1 The Commissioner is committed to open government and to meeting her responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Commissioner may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Commissioner, should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Publication of Contract

- 2 Under the Government's Transparency requirements we are obliged to publish the contract between the Commissioner and the successful tenderer(s) in full. The successful tenderer(s) should identify any information regarded as commercially sensitive and explain (in broad terms) what harm may result from disclosure and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it if the public interest in disclosure outweighs withholding the information. See '[The Transparency of Suppliers and Government to the Public](#)' for more detail.

Information Sharing Across Government

- 3 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- 4 For these purposes, the Commissioner may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Commissioner during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process."

Cyber Essentials Scheme

- 5 NOT USED.

Data Security Standards

- 6 For contracts which require the holding or processing of either personal data and/or OFFICIAL data the successful contractor will need to assure the Commissioner that they can comply with the Commissioner's security standards.
- 7 Security standards are listed as contract clauses in an annex to this letter (see Document 4 – List of Attachments).

Prompt Payment Policy

- 8 Government's aim is to pay 80% of all correctly submitted invoices within 5 days of receipt and we are 100% committed to paying correctly submitted invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Commissioner.
- 9 The payment period will be deemed to have started when a correctly submitted invoice reaches the nominated address. Contractors can assume receipt to be two days after mailing (by first class post). The thirty day "clock" therefore commences two days after mailing first class.
- 10 A correct invoice is one that is:
 - delivered in timing in accordance with the contract;
 - that is for the correct sum;
 - In respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
 - include the date, supplier name, contact details and bank details;
 - which quote the relevant purchase order / contract reference;
 - which has been delivered to the nominated address.
- 11 Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998.

Sub-contracting to Small and Medium Enterprises (SMEs)

- 12 The Children's Commissioner is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains. This can be achieved by advertising subcontracting opportunities on Contracts Finder and implementing the principles of the SME and Growth Agenda in your own organisation.
- 13 To help us measure the volume of business we do with SMEs, we will be asking Children's Commissioner suppliers to provide us with information about the size of your own organisation and those in your supply chain. We may ask about volumes of business that will flow from this contract down your supply chains, and ask you to quantify that for us. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.
- 14 **For any contract with a value lifetime value over £5m** it will be a contract condition to a) advertise sub-contracting opportunities with a value over £25,000

on Contracts Finder and b) report on how much you spend on subcontracting and separately how much you spend directly with SME or VCSE organisations in the delivery of the contract. See [Procurement Policy Note 01/18](#) for further information.

Armed Forces Covenant

- 15 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 16 The Covenant's 2 principles are that:
- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services.
 - special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.
- 17 The Commissioner encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
- 18 Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](#).
- 19 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

- 20 Paragraphs 20-25 above are not a condition of working with the Commissioner now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Commissioner very much hopes you will want to provide your support.

Conflicts of interest

- 21 The Commissioner may exclude an organisation 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.

- 22 Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the organisation to inform the Commissioner, 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 the Commissioner should not represent a conflict of interest for the organisation.

Disability Confident Scheme

- 23 The Commissioner is a Disability Confident leader. Through the Disability Confident campaign, the government is working with employers to remove barriers, increase understanding and ensure that disabled people have the opportunities to fulfil their potential and realise their aspirations.
- 24 The Commissioner encourages other employers to sign up to the disability confident scheme. It is open to all employers and there are three levels ranging from 'Committed' to 'Leader' with employers having to meet certain criteria to reach each level.
- 25 Employers who sign up to the disability confident scheme ensure that they can:
- draw from the widest possible pool of talent;
 - secure and retain high quality staff who are skilled, loyal and hard working;
 - save time and money on the costs of recruitment and training by reducing staff turnover;
 - keep valuable skills and experience;
 - reduce the levels and costs of sickness absences; improve employee morale and commitment by demonstrating that they treat all employees fairly.
- 26 Disability confident employers can use the disability confident branding in their communications and when advertising jobs.
- 27 Find out more about the aims of disability confident, why becoming a disability confident employer will be good for your business and how you will be supported through your journey to being a Disability Confident leader [here](#).

Supplier Code of Conduct

- 28 Government relies on its suppliers for the delivery of many important public services, for assistance in delivering policy and for the construction of public assets. While underpinned by a contractual relationship this reliance needs to be based on a bond of trust.
- 29 Our relationships with our suppliers are critical to successful performance. Civil servants are all subject to the [Civil Service Code](#) and the [Seven Principles of Public Life](#), which define the values that we espouse and the behaviours required of us. This [Supplier Code of Conduct](#) sets out the matching behaviours that we expect of suppliers who are delivering services on behalf of government.
- 30 Government expects all suppliers to meet these commitments and ensure that their employees, partners and subcontractors will do the same.

DOCUMENT 3

SPECIFICATION

1 Introduction/Background

About the Children's Commissioner for England

Anne Longfield was appointed the Children's Commissioner for England in March 2015. Her role was created by the Children Act 2004 and strengthened by the Children and Families Act 2014.

She speaks up for children and young people so that policymakers and the people who have an impact on their lives take their views and interests into account when making decisions about them.

Independent of Government and Parliament, the Children's Commissioner has unique powers to help bring about long-term change and improvements for all children, particularly the most vulnerable.

She does this by first gathering evidence: talking to children and young people, requesting information from public institutions and then carrying out research and compiling information on the wide range of issues that affect children's lives.

She is the 'eyes and ears' of children in the system and the country as a whole and is expected to carry out her duties 'without fear or favour' of Government, children's agencies, and the voluntary and private sectors.

She also provides advice to children who are in or leaving care, living away from home or working with social services through her advice line, Help at Hand.

2 Purpose

To advocate to the widest possible audience particularly children, children in care and young care leavers, the Commissioner uses short animated films to explain and contextualise the findings of reports in a child friendly and accessible manner and to also illustrate the lived experience of children.

Graphic Animation has proved to be one of the best methods of drawing attention to the lived experience of children and young people retaining an authentic voice (by not employing actors to voice transcripts of experiences) and providing anonymity for those who are speaking who may not wish to appear in a video.

3 Management Information

Those tendering for this contract will need to have the capacity to create six high quality, engaging, graphic animation films of approximately one minute in duration, based on either solo voiced up scripts or original audio provided by the Commissioner.

This material will be provided to the Contractor by the Commissioner within two working days of Contract execution .

The budget set aside for the six films is £30,000 including VAT. With an allocation of £,000 to each film

The completed films will shall be delivered in HD .mp4 format, each with a Hi-Res frame-still in HD jpg or PNG format suitable for digital marketing purposes and delivered to the Children's Commissioner's Project Manager.

The Contractor shall complete the contract on or before March 31 2020. The contract will be managed by the Children's Commissioner's Head of Communications with support from the Communications team who will responsible for editorial and reviewing decisions once the contract is awarded.

Any tender will **need** to include evidence (either images, or video) of previous experience working on creative campaigns to advocate on behalf of children and an awareness of the sensitivities in handling material in the field of 'looked after children'

4 Security of Data

NOT USED

5 Costs

- 5.1** Please provide a detailed breakdown of costs (excluding VAT).
- 5.2** Payments will be made by BACS transfer following receipt of a valid invoice.
- 5.3** The successful tenderer should provide details of discounts for prompt payment.

6 VAT

- 6.1 The budget of £30,000 includes VAT**
- 6.2** Where the contract price agreed between the Commissioner and Contractor is inclusive of any VAT, further amounts will not be paid by the Commissioner should a vatable supply claim be made at any later stage.
- 6.4** It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

7 Contract Management

The handling of contracts will be conducted by the Finance team at the Office of the Children's Commissioner in accordance with the rules set down in these documents

8 Supply Chain

LIST OF ATTACHMENTS

1 DRAFT CONTRACT [*Please attach a [contract](#), tailored to your procurement and ensure that all relevant clauses are included*]

2 EVALUATION CRITERIA

3 SECURITY REQUIREMENTS

N/A

DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

1 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).

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

2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise	

	reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3) Has it been established, for your organisation 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 the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

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

3	Grounds for discretionary exclusion	
	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>

		If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	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?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting	Yes <input type="checkbox"/>

	authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

Taking Account of Bidders' Past Performance

The Commissioner may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Commissioner may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Commissioner 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).

Non-payment of taxes/social security contributions

The Commissioner reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that this section relating to tax compliance only applies where the Commissioner has indicated that the contract is over £5million in value.

"Occasion of Tax Non-Compliance" means:

(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:

1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified

to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

- (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).		
3.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2	Been found to be incorrect as a result of: <ul style="list-style-type: none"> ▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or ▪ a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or ▪ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If answering "Yes" to either 3.1 or 3.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Commissioner to take into consideration. This could include, for example:</p> <ul style="list-style-type: none"> • Corrective action undertaken by the Supplier to date; • Planned corrective action to be taken; • Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or • Changes in financial, accounting, audit or management procedures since the OONC. <p>In order that the Commissioner can consider any factors raised by the Supplier, the following information should be provided:</p> <ul style="list-style-type: none"> • A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the "Halifax" abuse principle etc. 		

- Where the OONC relates to a DOTAS, the number of the relevant scheme.
- The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

Declarations

- 1 (Name of tenderer)
declares that we accept the Commissioner's standard terms and conditions included at Document 4 Attachment 1 as the basis of the contract; and
- 2 agree that the Commissioner may disclose the Contractor's information/documentation (submitted to the Commissioner during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.
- 3 declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party, and
- 4 declare that the tender will remain valid until (*insert a date*) and that we are not entitled to claim from the Commissioner any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer

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Attachment 1
Contract

Attachment 2
Evaluation Criteria

Evaluation Type	Evaluation criteria	Evaluation Weighting
EXPERTISE	Expertise in key areas addressed by the project brief	30
EXPERIENCE	Experience in undertaking this type of work	20
CAPACITY	Ability for the organisation to deliver the work on time and within budget. Assurances that risks will be managed appropriately	15
METHODOLOGY	Clear explanation of how the contractor will tackle the tasks required to deliver the contract brief	15
IMPACT	Ability to deliver engaging impactful content	10
VALUE FOR MONEY	Whether the bid provides good value for money in relation to what will be delivered, comparable to 'market rates' for similar work	10
TOTAL		100

Attachment 3

Departmental Security Standards

12. NOT USED