University College London

**Procurement Services**

Invitation to Tender (Single stage)

For a Technology Delivery Partner for UCL’s Extreme Citizen Science Social (ExCiteS) Enterprise

Reference: UCL-PROC-001054

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Contents

[Information and Instructions to Bidders 2](#_Toc14260874)

[1 Introduction and about UCL 2](#_Toc14260875)

[2 Background to the project and the requirement 2](#_Toc14260876)

[3 Next steps and proposed timetable 4](#_Toc14260877)

[4 Timetable 4](#_Toc14260878)

[5 Queries and Bid Submission 5](#_Toc14260879)

[6 Instructions to bidders 5](#_Toc14260880)

[7 Bidder selection 8](#_Toc14260881)

[8 Evaluation of Tenders – Suitability Assessment, Award and Presentation Criteria 8](#_Toc14260882)

[9 Contract award 10](#_Toc14260883)

[10 Contract 11](#_Toc14260884)

[11 Legal relations 11](#_Toc14260885)

[12 Representations 11](#_Toc14260886)

[13 Tender exclusion 12](#_Toc14260887)

[14 Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) ("TUPE") 12](#_Toc14260888)

[15 General 12](#_Toc14260889)

[16 Freedom of Information Act 2000 and confidentiality 13](#_Toc14260890)

[Schedule 1: Form of tender incorporating non-collusive tendering certificate 15](#_Toc14260891)

[Schedule 2: Suitability questions 17](#_Toc14260892)

[Schedule 3: Freedom of information exemption requests 28](#_Toc14260893)

[Schedule 4: Mandatory Questions 29](#_Toc14260894)

[Schedule 5: Tender specification and response 31](#_Toc14260895)

[Schedule 6: Contract 41](#_Toc14260896)

Information and Instructions to Bidders

1. Introduction and about UCL
   1. **Introduction**
      1. University College London ("UCL") is seeking formal tenders for this requirement as detailed in this Invitation to Tender ("ITT").
      2. The procurement process began with a voluntary contract notice published on Contracts Finder (<https://www.contractsfinder.service.gov.uk/Search>) on 26th July 2019.
      3. UCL has issued this ITT to those suppliers who responded to the advertisement on Contracts Finder.
      4. UCL is not a "contracting authority" or a "body governed by public law" as defined by the Public Contracts Regulations 2015. This procurement process is not regulated by EU or UK public procurement law. Where UCL advertises contracts in the Official Journal of the European Union, it does so on a voluntary basis and does not undertake any obligation to comply with the procurement legislation. UCL reserves its rights in full to adapt or step outside the procedures in the procurement legislation as UCL considers necessary.
      5. Bidders should complete the submission checklist at Schedule 1.
   2. **About UCL** 
      1. UCL is one of the world's top universities. Based in the heart of London, it is a modern, outward-looking institution. At its establishment in 1826, UCL was radical and responsive to the needs of society, and this ethos – that excellence should go hand-in-hand with enriching society – continues today.
      2. UCL's excellence extends across all academic disciplines; from one of Europe's largest and most productive hubs for biomedical science interacting with several leading London hospitals, to world-renowned centres for architecture (UCL Bartlett) and fine art (UCL Slade School).
      3. UCL is in practice a university in its own right, although constitutionally a college within the federal University of London. With an annual turnover exceeding £1 billion, it is financially and managerially independent of the University of London.
      4. Based in Bloomsbury, UCL is a welcoming, inclusive university situated at the heart of one of the world's greatest cities. UCL's central campus is spread across approximately three square kilometres of central London and is within easy reach of Euston, King's Cross and Marylebone mainline stations, the Eurostar terminal at St Pancras and the following Underground stations – Euston Square, Warren Street, Goodge Street and Russell Square. Road connections to the M1 and M40 motorways give easy access. Find out more at <http://www.ucl.ac.uk/>
2. Background to the project and the requirement
   1. **Background to the Project / Contract:**
      1. UCL’s Extreme Citizen Science (ExCiteS) group has recently been awarded EPSRC Impact Acceleration Account funding from the “Discovery To Use” initiative at UCL. The funding has been awarded to launch a social enterprise – the ExCiteS Social Enterprise (or ESE), via the Accelerated Upgrade and Market Entry project (AcUMEn). This tender represents one of several work packages to help launch this process. Each work package (see below) will be tendered separately.
      2. Extreme Citizen Science (ExCiteS) is a situated, bottom-up practice that takes into account local needs, practices and culture and works with broad networks of people to design and build new devices and knowledge creation processes that can transform the world. Over the last decade, ExCiteS has worked with indigenous and traditional communities in Cameroon, the Congos (RoC and DRC), Central African Republic, the Brazilian Amazon, and Namibia on a range of projects - be it using participatory mapping to combat illegal resource extraction or invasions (often in the context of logging and poaching), or to monitor wildlife populations or a community’s territorial boundaries. This work supports environmental justice and strengthens conservation efforts as well as promoting and protecting the rights of these often vulnerable communities who sometimes live under the constant threat of exploitation and violence.
      3. Using our custom-developed mobile data gathering platform called Sapelli which supports rapid adaptation and local conditions in the field through our unique approach that centres on participatory design with non-literate, non-technologically familiar users – developing locally-specific configurations of Sapelli to address problems identified by the community. Over the last 10 years we have carefully honed our methodology based on the Free and Prior Informed Consent (FPIC) of participants into the development of a clear Community Protocol (CP) for the use of the technology and the data that is collected with it. These methodological approaches are integral to the successful application of the technologies that we have developed.
      4. The purpose of the AcUMEn project is to transform research collateral (technologies and know-how) of the Extreme Citizen Science (ExCiteS) research group into a set of commercially viable yet socially focused offerings in what we will describe as ExCiteS Social Enterprise (ESE). We have reached a point of maturity with our tools and methods whereby we are able to transpose these research projects into a standardised approach suitable for various forms of service delivery. Whilst this is workable in a research context, there are barriers to usability when positioning it as a commercial proposition. This project is designed to remove those barriers, to establish a core operating model and branding, a clear set of commercial offerings supported by a clear business strategy, and to obtain an initial tranche of work.
      5. This project will consist of three work packages (WPs), of which this project is the third:  
           
         **WP 1:** Recruitment of a Social Enterprise Consultant (SEC) to secure initial funding for contracts, consolidate project delivery approach and build initial team, as well as control WP 2 and WP 3 in consultation with UCL ExCiteS. Towards the end of 2019, the role of a permanent director of ESE will be publicly advertised.   
           
         **WP 2:** Hire expert social enterprise consultants to develop a clear commercial strategy and 18-month roadmap in line with ExCiteS’ ethos of social responsibility and collaboration.  
           
         **WP 3:**  Software consultancy to deliver key improvements to Sapelli, the mobile data gathering platform developed by the group through the last decade of research.  
           
         Please note that the exact constitution of the other work packages may be subject to change, depending on how this first phase of work proceeds.
   2. **The requirement**
      1. UCL requires the services of an experienced and enthusiastic Technology Delivery Partner to deliver improvements to their core technology platform, Sapelli.
      2. Sapelli is a high-functioning research prototype described in section 2.1.3. The papers attached in the appendices provide more information about the system itself and its development context. At current, users are require to hand-code XML in order to set up a project for use in the Sapelli software. The key deliverable of this software is a stand-alone tool referred to as ‘Sapelli Designer’. Whilst elicitation of detailed technical requirements is the responsibility of the contracting party, a high level specification is included as an attachment alongside this tender for guidance.
      3. The TDP will be expected to work with the ExCiteS team and the interim Social Enterprise Director (SED) to deliver these improvements. The team members consist of the following:
         1. Tulba Consulting
         2. ExCiteS Developer
      4. This is a fixed cost contract of £30,000, which will be released on the completion of fixed milestones in the following categories:
         1. Requirements Gathering & Handover (£7,500)
         2. Iterative Build & Test (£17,500)
         3. User Acceptance Testing & Field-Testing (£5,000)
      5. The achievement of these milestones will be signed off by the project board in formal review sessions and user testing sessions. All fees are inclusive of VAT and of day-to-day travel and subsistence expenses.
      6. The high level specification for Sapelli Designer is included in the pack of downloaded materials ("2. Sapelli Designer High Level Specification") and should be read before Bidders begin to respond to this ITT.
3. Next steps and proposed timetable
   1. UCL now invites all Bidders to tender on the terms set out in this ITT.
   2. UCL will evaluate all compliant tenders received. Evaluation will be carried out in accordance with the evaluation criteria set out in this ITT.
4. Timetable
   1. Set out below is the proposed timetable. This is intended as a guide and UCL reserves the right to amend it at any stage.

| Activity | **Date** |
| --- | --- |
| Contracts Finder Notice published | Monday 29th July 2019 |
| Dispatch of ITT | Friday 26th July 2019 |
| Deadline for receiving queries on the ITT | Friday 9th August 2019 |
| Target date for UCL responses to queries | Wednesday 14th August 2019 |
| Closing date for the return of ITT | Noon Friday 16th August 2019 |
| Evaluation of Tenders and Post Tender clarifications *(if required)* | Wednesday 21st August 2019 |
| Notification of shortlist | Friday 23rd August 2019 |
| Interviews | Week of 26th August 2019 |
| **Notify Bidders of contract award decision** | Monday 2nd September 2019 |
| Contracts issued and signed (envisaged) | Wednesday 4th September 2019 |
| Contract start (envisaged) | Monday 9th September 2019 |
| Contracts Finder Award Notice published | Monday 9th September 2019 |

* 1. UCL may, in its absolute discretion, extend the deadline, and in such circumstances UCL will notify all Bidders of any change by the fastest means possible.
  2. Bidders' attention is drawn to the important information set out in the remainder of this ITT. All Bidders should ensure that they are able to meet all of the requirements of this ITT before submitting a tender.

1. Queries and Bid Submission
   1. The process is being conducted electronically via email. All queries, bid submissions and any supporting documentation must be submitted via email to [dan.artus@ucl.ac.uk](mailto:dan.artus@ucl.ac.uk) with the heading ‘ExCiteS Acumen – Technology Partner Tender’.
   2. All queries must be submitted before the closing date for receipt of ITT queries set out in the above to ensure that responses are provided.
   3. UCL will endeavour to respond to any queries received after this deadline, but cannot guarantee to do so. No approach of any kind in connection with this ITT should be made to any other person within, or associated with, UCL.
   4. All bid submissions must be received by no later than the closing date for the return of the ITT, as set out in the timetable in Paragraph 4. Late submissions will not be accepted by UCL.
2. Instructions to bidders
   1. Bidders must:
      1. provide full responses and supporting evidence as required to every question in the Suitability Questionnaire;
      2. confirm that the Conditions of Contract are acceptable;
      3. complete the Tender Submission;
      4. complete the Pricing Submission; and
      5. complete and sign the Form of Tender.
   2. Bidders must adhere to the format of this ITT when answering the questions and complete all parts of this ITT and, where necessary, provide any supporting evidence. Please answer all questions as accurately and concisely as possible. Where a question is not relevant to the Bidder’s organisation, please write N/A and provide an explanation.
   3. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, presentation materials should not be supplied and will not be evaluated by UCL. Bidders must refer to the tender submission guidance in paragraph 5 to ensure compliance
   4. Bidders must respond to this ITT with all required enclosures in a format compatible with Microsoft Word and Excel or as an Adobe PDF document.
   5. Relevant enclosures should be presented in the same order as, and should be referenced to, the relevant question. To assist with evaluation please keep enclosures or attachments to a minimum, completing the information within the response table wherever possible. Please do not embed attachments into your response document as we may be unable to open them.
   6. All responses must be in English (or accompanied by a full translation). The Pricing Schedule must be completed in pounds sterling inclusive of Value Added Tax as indicated.
   7. Where information or documentation submitted by Bidders is or appears to be incomplete or erroneous, although UCL may (in its sole discretion) allow any Bidder to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time, it shall not be obliged to do so.
   8. Bidders should include a single point of contact in their organisation for their response to the ITT. UCL will not be responsible for contacting the Bidder through any route other than the nominated contact, unless notified otherwise by the Bidder.
   9. **Guidance and instructions for the completion of Schedule 2**
      1. In this part of the ITT, "You" / "Your" or "bidder" means the body completing these questions responsible for the information provided. The "Bidder" is intended to cover any economic operator and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
      2. Whilst reserving the right to request information at any time throughout the procurement process, UCL may enable Bidders to self-certify that there are no grounds for excluding their organisation.
      3. Please answer all questions as accurately and concisely as possible. Where a question is not relevant to the Bidder’s organisation, please write N/A and provide an explanation.
      4. **Failure to complete the whole of this section of the ITT/ failure to provide missing information where requested will result in your ITT being disqualified and not being considered further.**
      5. **Sub-contracting**
         1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details (to the extent currently known) of the 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.
         2. UCL recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to UCL indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the procurement process or to provide the supplies and/or services required. Bidders should therefore notify UCL immediately of any change in the proposed sub-contractor arrangements. UCL reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.
         3. All sub-contractors are required to Complete Part 1 and Part 2 of Schedule 2 of this ITT.
      6. **Consortia arrangements**
         1. UCL recognises that a Bidder may wish to participate in this procurement as part of a consortium or other grouped arrangement. Consortia or grouped arrangements may participate in procurement procedures and UCL does not require a specific legal form in order to submit a tender.
         2. If the Bidder completing this part of the ITT is doing so as part of a proposed consortium, the following information must be provided:
            1. to the extent currently known, names of all consortium members;
            2. the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
            3. if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
         3. Please note that UCL may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by UCL as being necessary for the satisfactory performance of the contract.
         4. Where Bidders are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
         5. UCL recognises that arrangements in relation to a consortium bid may be subject to future change. Bidders should therefore respond on the basis of the arrangements as currently envisaged. Bidders are reminded that UCL must be immediately notified of any changes to consortium structure.
         6. UCL reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information. UCL will require any new consortium or grouped companies to meet any grounds of exclusion.
         7. The lead Bidder should disclose any intended consortium or grouped arrangements (to the extent known) in this part of the ITT. Each known consortium and / or group member should confirm that none of the grounds of exclusion apply.
         8. Where a consortium or other group Bidder is proposed, responses to this part of the ITT should be provided either:
            1. by the lead member of the consortium. The lead member is the organisation which would enter into the contract with UCL if successful. Schedule 2 Parts 1 and 2 need to be completed by all members of the consortium or group, as well as sub-contractors whose resources are relied upon for this ITT. Background information about other proposed consortium members can be provided if the lead member wishes to provide this information, but it will not be scored or evaluated; or
            2. if the consortium is proposing to use an existing single legal entity or to create a single legal entity to enter into the contract with UCL full details of the proposed single legal entity should be provided. If the single legal entity has already been formed, this part of the ITT can be completed by that entity.
         9. The Bidder can rely on the financial capacity of the other members of the consortium or group of companies to demonstrate economic and financial standing. A parent company guarantee and/or performance bond may be required from the group or consortium member(s) relied upon. UCL may require that the economic operator and those entities be jointly liable for the execution of the contract. Further information will be provided to those invited to tender.
         10. The Bidder can rely on educational and professional qualifications and / or relevant professional experience of the other members of the consortium or their group of companies to demonstrate technical expertise. The Bidder may only rely on such expertise where those entities will actually perform the works or services for which these capacities are required.
         11. Every organisation that is being relied on to meet the selection criteria must complete Schedule 2 Part 1 and Part 2 of the ITT.
   10. **Taking Account of Bidders’ Past Performance**
       1. UCL may assess the past performance of a Bidder through references provided by a customer or other means of evidence. UCL may take into account any failure to discharge obligations under the previous principal relevant contracts of the Bidder completing this ITT. UCL may also assess whether specified minimum standards for reliability for such contracts are met.
       2. In addition, UCL may re-assess reliability based on past performance at key stages in the procurement process Bidders 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).
   11. **Self-cleaning**
   12. Schedule 2 Suitability Questionnaire is a self-declaration, made by you (the Bidder), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (self-cleaning).
   13. Any Bidder that answers "Yes" to any questions in Schedule 2 Part 2 (Exclusion Grounds) of the Suitability Questionnaire, 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 Bidder has to demonstrate it has taken such remedial action, to the satisfaction of UCL in each case.
   14. If such evidence is considered by UCL (whose decision will be final) as sufficient, the Bidder concerned shall be allowed to continue in the procurement process.
   15. The measures taken by the Bidder shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by UCL to be insufficient, the Bidder shall be given a statement of the reasons for that decision.
   16. **Variant bids**
       1. UCL is not seeking variant bids for this procurement. This means that your tender must deliver all of UCL's technical requirements as set out in this ITT.
   17. **Lots**
       1. This contract opportunity is not divided into lots.
3. Bidder selection
   1. UCL intends to use this process to select the winning Bidder to deliver the requirement. In the event that none of the responses is deemed satisfactory, UCL reserves the right to consider alternative procurement options, and UCL is under no obligation to award any contract.
   2. Any change in the eligibility of a Bidder must be notified immediately to UCL in writing, and may result in the Bidder being disqualified from any further participation in the procurement.
   3. UCL reserves the right to disqualify any Bidder from the procurement process whose submitted response is not provided in accordance with the instructions given in this ITT and / or:
      1. whose suitability questions representations and statements are no longer valid and which was relied upon by the Bidder at this stage;
      2. who fails to provide a satisfactory response to any questions in the ITT or inadequately or incorrectly completes any question;
      3. who fails to submit a response through the correct submission method;
      4. who fails to meet any minimum standard(s) as set out in this ITT; and/or
      5. who submits a Tender after the deadline.
4. Evaluation of Tenders – Suitability Assessment, Award and Presentation Criteria
   1. **Evaluation Criteria** 
      1. The basis of award is the most economically advantageous tender assessed from the point of view of UCL.
      2. All compliant Tender responses will be evaluated on the basis set out in this paragraph 8.
   2. **Mandatory Requirements**
      1. Before you consider responding to the Tender please read the mandatory requirements found in Schedule 2, Suitability Questions and Schedule 4, Mandatory Questions and as set out in the table below:

|  |  |  |
| --- | --- | --- |
| **Mandatory criteria** | **Paragraph reference** | **Scoring** |
| Mandatory and Discretionary Grounds of Exclusion | Schedule 2:Part 2 P2.1 and Schedule 2:P2.2 | Pass/Fail |
| Modern Slavery Act statement | Schedule 2:Part 3 P3.1.2 | Pass/Fail |
| Insurance | Schedule 2: Part 3 P3.2.1 | Pass/Fail |
| Economic and Financial Standing | Schedule 2: Part 3 P3.3.2 | Pass/Fail |
| Mandatory Questions | Schedule 4, S4.1 – S4.5 | Pass/Fail |

* + 1. The following scoring approach will be used:
       1. **Schedule 2 Part 1 must be completed**, but will not be scored.
       2. **Schedule 2 Part 2 must be completed**. UCL will check to ensure that the Bidder meets all grounds of exclusion. Failure to answer "no" to the grounds for exclusion will result in your tender being rejected and not evaluated further.
       3. **Schedule 2 Part 3 must be completed**. Questions must be answered such as to meet the 'pass' requirements and failure to do so will lead to your tender not being assessed further.
       4. **Schedule 4 Mandatory Questions**. Questions will be marked pass/fail. You must be fully compliant with each requirement in order for your bid to be considered further. Failure to meet the 'pass' requirements will lead to your tender not being assessed further.
    2. Your ability to meet these requirements will determine whether you should submit a tender. If you cannot meet a “pass” requirement you should not complete this ITT.

|  |  |  |
| --- | --- | --- |
| **Mandatory Requirements will be scored as follows:** | | |
| Pass | Satisfactory response to a mandatory pass/fail question | Tender response will be included in the evaluation |
| Fail | Failure to reply to a mandatory pass/fail question or response does not meet UCL pass requirements | Tender response will not be evaluated further and you will be excluded from the tender. |

* 1. **Award Criteria**
     1. All remaining compliant Tender responses will be evaluated in accordance with the Award Criteria as follows:

| **Criteria Ref** | **Award Criteria** | **Reference** | **Weighting** |
| --- | --- | --- | --- |
| a. | **Tender Specification**  Sub criteria   1. Scope of Work, Milestones and Payment    * *Project Approach*    * *Delivery Methodology*    * *Previous Projects* 2. Person Specification 3. Compliance | **Schedule 5**  Schedule 5, S5.1  *Schedule 5.1.3 Schedule 5.1.4*  *Schedule 5.1.5*  Schedule 5, S5.2  Schedule 5, S5.3 | **100%**  20%  20%  20% 40%  **Info Only** |
| b. | **Contract Terms** | **Schedule 6** | **Info Only** |
| **Total** | | | **100%** |

* + 1. Responses to scored questions will be scored out of a total of the marks either as set out in the paragraphs below or as indicated within the individual question.
  1. **Award criteria scoring**

|  |  |
| --- | --- |
| **Score** | **Definition** |
| 0 | No response has been provided or the response fails to answer the question provided; all elements of the response are not justified or unsupported by evidence where required; fails to demonstrate any understanding of the question or the context. |
| 1 | The response is generally poor and/or with little or no relevance to the question.  The response has significant gaps and/or a lack of justification/evidence in response to the question; responses given are very generic in whole or part; fails to demonstrate considerable understanding of the question or context. |
| 2 | The response is mostly relevant to the question. The response lacks content, detail or explanation in one or more aspects of the question; gaps or lack of justification/evidence in response where required. Overall key aspects lack sufficient detail or explanation. |
| 3 | The response is broadly satisfactory and is relevant to the question. The response addresses a broad understanding of any requirements and, where relevant, how any requirements will be fulfilled. |
| 4 | The response is relevant and a good response overall to the question. The response is sufficiently detailed and demonstrates a good understanding and provides clear details on how the requirements, where required, will be fulfilled. |
| 5 | The response is relevant, precise and excellent overall. The response is comprehensive, unambiguous and, where relevant, demonstrates a thorough understanding of any requirements and provides details of how the requirement will be met in full. |

* + 1. Individual questions in Schedule 5 where indicated will be scored in accordance with the above methodology.
    2. Individual questions in Schedule 5 includes an indication of the degree of importance from 1 to 5. The degree of importance will be used to weight the score for that specific question. Marking methodology:

[Degree of importance] \* [Scoring of response 0-5] = [Score for requirement]

[Score for requirement] are totalled per award criteria reference then the weighting per award criteria reference applied.

* + 1. The 3 highest scoring Bidders will be invited to the interview/demonstration stage.
  1. **Evaluation of Interview** 
     1. Bidders who are shortlisted will then be interviewed by a panel from the ExCiteS team. They will also at this time be asked a set of interview questions standardised across all the Bidders. UCL envisages that interviews will take place in accordance with the timetable set out in this ITT and specific arrangements will be notified to only those Bidders shortlisted following submissions of Tenders.
     2. The criteria are as follows:

| **Interview criteria** | **Weighting** |
| --- | --- |
| Interview | 100% |
| **Total Interview/Presentation criteria score** | **100%** |

* 1. A final weighting will be applied to the combined award criteria score and interview/presentation score.

| **Total final score** | **Weighting** |
| --- | --- |
| Award Criteria | 50% |
| Interview Criteria | 50% |
| **Total final score** | **100%** |

* 1. The Bidder with the highest overall score will be awarded the contract subject to UCL being generally able to proceed to award.

1. Contract award
   1. Contract award will be conditional on the Contract being approved in accordance with UCL's approvals, internal procedures and UCL being able to proceed. For the avoidance of doubt, until all necessary approvals are obtained no contract will be entered into and no contract capable of acceptance shall be created.
   2. Once UCL has reached a decision in respect of contract award, it will notify all Bidders who have submitted Tenders of that decision.
2. Contract
   1. UCL’s contract terms ("Contract") for this procurement is included at Schedule 6:Contract. All Bidders are required to confirm that the attached Contract is acceptable.
   2. There will not be any negotiations on any of the substantive terms of the ITT, including the Contract.
   3. Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and / or placing them on a different footing to those of other Bidders.
   4. It is the Bidder's responsibility to:
      1. examine this ITT and the Contract;
      2. obtain all information and carry out all inspections necessary for the completion of the Tender; and
      3. satisfy themselves on all matters pertaining to the submission of a Tender and the Contract.
   5. Bidders will be deemed to have done so and to have satisfied themselves as to the correctness and sufficiency of their ITT response to cover all obligations and matters necessary for the proper performance of the Contract.
3. Legal relations
   1. This Contract is being procured by UCL’s Extreme Citizen Science Group, based in the Geography Department, Pearson Building, Gower Street, WC1E 6BT. The main place of business of the contracting authority is UCL, Gower Street, London, WC1E 6BT.
   2. This 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 Bidder to make a submission or enter into any contract.
   3. This ITT shall not be regarded as constituting financial or investment advice or recommendation by UCL or its advisors.
   4. UCL reserves the right, to change the basis of the tendering process or to terminate the process at any time with no liability on its part.
   5. Nothing contained in this ITT or in any other communication made between UCL and any other party shall be taken as constituting a contract (whether implied or otherwise), agreement or representation between UCL and a Bidder or any other party. It is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.
   6. UCL does not bind itself to accept the lowest or any tender. At UCL’s sole discretion, UCL may accept the whole or part of any Tender and / or, where relevant, any part of any lot.
   7. For the avoidance of doubt, no contract capable of acceptance shall be created until such time as UCL enters into a contract with the winning Bidder. Any such contractual liability is expressly excluded to the fullest extent permitted by law.
4. Representations
   1. Neither UCL, its advisors, nor their respective governors, partners, officers, directors, employees, other staff or agents makes or make any representation or warranty (express or implied) nor accepts or will accept any liability as to the accuracy of the information provided in this ITT.
   2. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. No representations or warranties are made in relation to such statements, opinions or conclusions, by UCL. This exclusion does not extend to any fraudulent misrepresentation.
   3. No person in UCL’s employment or other agency has any authority to make any representation or explanation to Bidders as to anything to be done or not to be done by Bidders or the successful Bidder, the instructions contained in this ITT or as to any other matter or thing so as to bind UCL.
5. Tender exclusion
   1. Any attempt by any Bidder, or their advisors, to influence the procurement award process or to distort competition in any way may result in such Bidder being disqualified. Bidders will be required to confirm that no relevant offence has been committed (including under the Bribery Act 2010) when submitting their Tender and any misrepresentation by any Bidder may result in that Bidder being disqualified and the Tender not being evaluated.
   2. Bidders should note that canvassing, providing misleading information and / or material misrepresentation in supplying any information requested in or by virtue of this ITT procurement process will lead to disqualification. Any information and/or documents submitted in response to this invitation must relate to the Bidder only.
   3. Bidders must also notify UCL of any material change to any responses provided in its Suitability questions submission. Any failure to inform UCL of such a material change may lead to the Bidder being removed from the procurement process.
   4. UCL may (with no liability on its part):
      1. cancel or amend the procurement process by notice in writing at any stage;
      2. waive some or all of the requirements of the ITT;
      3. withdraw the ITT at any time, or to re-invite responses or submissions on the same or any alternative basis;
      4. choose not to award the Contract or any contract to any of the Bidders as a result of the current procurement process;
      5. at any time reject any submission or response and/or to terminate negotiations and/or the dialogue with any one or more Bidders;

13.4.5 make whatever changes it sees fit to the timetable, structure or content of the procurement process, whether as a result of approvals or for any other reason; and/or

13.4.6 disqualify any Bidder in respect of which a conflict of interest arises which cannot be remedied to UCL's satisfaction.

1. Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) ("TUPE")
   1. UCL considers that TUPE is unlikely to apply to the project. Where TUPE could apply, UCL has provided such information as is currently available as to staff, terms and conditions and pensions arrangements.
   2. It is the responsibility of Bidders to consider whether TUPE is likely to apply in the particular circumstances of the project / Contract and to act accordingly. Bidders must take their own advice regarding the likelihood of TUPE applying.
2. General
   1. Bidders are entirely responsible for the costs of participating in this procurement and no payment, reimbursement, compensation or any other remuneration will be payable by UCL to the winning Bidder.
   2. All costs, expenses and liabilities incurred by any Bidder in connection with the preparation and submission of any response to this procurement including the, ITT, any solutions or Tenders will be borne entirely by the Bidder. For the avoidance of doubt, this includes without limitation costs and fees incurred by Bidders in respect of any third parties, advisors, the costs of any sub-contractors and (if applicable) their participation in the negotiation.
   3. The contents of this ITT and that of any other documentation sent or provided to you in respect of this tender process are the property of UCL and are confidential.
   4. No publicity regarding the project or this ITT will be permitted unless and until UCL has given express written consent to the relevant communication. No statements may be made to any part of the media regarding the nature of any ITT, its contents or any proposals relating to it without the prior written consent of UCL.
   5. Information supplied by UCL (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. No responsibility is accepted by UCL for any inaccuracies, or for any loss or damage of whatever kind or however arising from the use by any Bidder of such information.
   6. All information provided to Bidders in this ITT, orally or in writing, is provided on a strictly confidential basis. Bidders must not disclose that they have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to employees, agents, sub-contractors and advisors who have a legitimate need to know, and only to the extent strictly necessary in order to submit a tender and, if successful, to perform any contract arising from it.
   7. Bidders shall also ensure that a similar obligation of confidentiality is placed upon any third party to whom the Bidder may need to disclose any of the documentation for the purposes of the Tender.
   8. Unless otherwise indicated, all intellectual property rights in this ITT and the documents supplied within are vested solely in UCL (and where applicable, its advisors). Accordingly, the documents supplied with this ITT and throughout the procurement process, and all copies of them, are and shall remain the property of UCL (and where applicable its advisors), and may only be used for the purposes of this procurement and in connection with the preparation of Tenders. Such documents must not be copied or reproduced in whole or in part and must be returned to UCL with your Tender or upon demand.
   9. Nothing contained in the Contract shall prevent UCL from employing some person other than the successful Bidder to supply services of the same type as those which are the subject of the Contract if UCL shall in its discretion think fit to do so.
   10. The Bidder is required to examine the ITT and the tender documents and to obtain all such information as it may require for the purposes of participating in this procurement. The Bidder shall be deemed to have satisfied itself as to the sufficiency of the Tender which it submits. UCL shall not be liable for any claims however arising out of the Bidder's failure to study the ITT and tender documents.
3. Freedom of Information Act 2000 and confidentiality
   1. The Freedom of Information Act 2000 ("FoIA") and the Environmental Information Regulations 2004 ("EIR") apply to UCL.
   2. Accordingly, as part of UCL’s duties under FoIA or EIR, it may be required to disclose information submitted to it, information concerning the procurement process, or details about the project in response to a request under FoIA or EIR. UCL may also decide to include certain information which it maintains under FoIA.
   3. Bidders should clearly identify whether any information which forms part of this ITT should be treated as potentially exempt from disclosure under FoIA / EIR, by marking such information "**commercially confidential**" and providing any justification for this view.
   4. UCL may always be required to disclose information under FoIA if an FoIA request is received. UCL cannot guarantee that any information will not be disclosed, even if a Bidder considers the information to be confidential. The acceptance of receipt by UCL of information marked "**commercially confidential**" or the like should not be taken that UCL accepts any duty of confidence by virtue of that marking and UCL accepts no liability (howsoever arising) in this regard.
   5. You should complete Schedule 3: **Freedom of information exemption requests** to indicate which elements of your Tender you consider to be supplied as “Important information provided in confidence” or “Commercially sensitive information”, your explanation of why disclosure (of a trade secret or commercially sensitive information) is not in the public interest and the time period that should apply to such information. You should note that a blanket designation of a response as confidential is unlikely to be effective.
   6. UCL will endeavour to consult with Bidders and have regard to comments before it releases any information under the FoIA or the EIR. However, UCL reserves its discretion to determine whether any information is exempt from the FoIA and / or EIR or not. UCL will be obliged to make its decision on disclosure in accordance with the provisions of FoIA or EIR (as the case may be), and will be bound by the rules as to disclosure in FoIA and EIR, and, where appropriate, by the direction of the Information Commissioner.
   7. UCL reserves the right to contact the named customer contacts regarding any contracts referred to by the bidder as past experience. The named customer contact does not owe UCL any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
   8. The successful Bidder should be aware that following the award of the Contract, UCL shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. UCL shall seek to agree with the successful Bidder the nature of the information to be so protected.
4. Form of tender incorporating non-collusive tendering certificate

To University College London

|  |  |  |
| --- | --- | --- |
| **DATE**: [DATE] | | |
| **PROVISION OF**: **A Technology Delivery Partner for UCL’s Extreme Citizen Science Social (ExCiteS) Enterprise** | | |
| 1. I/We **[INSERT NAME[S]]** the undersigned, having examined the ITT and all other schedules, offer to undertake the role of **Technology Delivery Partner for UCL’s Extreme Citizen Science Social (ExCiteS) Enterprise** as specified in those documents and in accordance with the attached documentation to UCL commencing **Monday 9th September** and continuing for the period specified in the Contract. 2. If this offer is accepted, I/we will execute such documents in the form of the Contract promptly after being called on to do so. Our tender shall be valid for acceptance for a minimum period of [six] months from the date of this form of tender. 3. I/We certify that the information supplied is accurate to the best of our knowledge. 4. I/We understand that UCL shall be entitled to cancel any contract and to recover from our organisation the amount of any loss or damage resulting from such cancellation if false information is provided in relation to the undertaking below. 5. I/We accept that false information could result in rejection of the application to be selected to take part in this procurement process. 6. I/We also understand that it is a criminal offence to offer or provide or make any gift or consideration as an inducement or reward to any servant of a public body. Any such action will result in rejection of our application to participate further in this procurement process. 7. I/We confirm that I/we have not (or shall not as the context requires) in relation to this opportunity directly or indirectly:    1. committed any offence under the Bribery Act 2010;    2. canvassed any member, employee, agent or contractor of UCL in connection with the award of the contract or any other proposed contract for similar services or for information concerning another Bidder or Tender and that no person employed by me/us or acting on my/our behalf has done any such act;    3. entered into any agreement or arrangement with any other party that has the effect of prohibiting or excluding that person from submitting a Tender;    4. amended the content of my/our Tender as part of any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;    5. entered into any agreement with any other person with the intention to prevent bids being made or as to the fixing or adjusting of the amount of any bid or the conditions on which any bid is made or the elements or contents of any bid;    6. caused or induced any person to enter into such an agreement as mentioned above;    7. offered or agreed to pay, give or accept any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any proposed bid any act or omission;    8. offered or agreed to pay, give or accept any sum of money, inducement or valuable consideration directly or indirectly to any person bidding for this opportunity for services from any person in relation to this opportunity;    9. informed any other person, other than UCL, of any confidential information in relation to the procurement, except where the disclosure, in confidence, was authorised by UCL and necessary for the obtaining of tenders from bidding contractors;    10. agreed to undertake work or services for any other person in connection with the Contract; and/or,    11. procured (and shall not procure the doing of any of the acts mentioned in paragraphs (7.a) to (7.j) above before the deadline for the ITT. 8. I/We agree with University College London (UCL) on behalf of the organisation that I/we shall not at any time divulge or allow to be divulged to any person any confidential information, relating to information passed to me/us regarding this tender or Contract. 9. I/We accept that this ITT is supplied to us on condition that it is used in connection with the preparation of Tenders and for no other purpose. 10. I/We acknowledge that the information contained in the ITT is confidential and we will not without UCL's prior written consent copy, reproduce, distribute or pass to any other party, other than as strictly required by our organisation in order to obtain appropriate professional advice or for the preparation of our Tender. Where information is disclosed in such circumstances then we shall only disclose it where an undertaking in the same terms as this certificate regarding confidentiality is first obtained in writing from the receiving party. 11. I/ We confirm in submitting this tender that all of the statements made by us remain true and valid in all respects. 12. I/ We confirm that there is no actual or potential conflict of interest in our submitting a tender for this contract. 13. I/We warrant that I/we have all requisite authority to sign this Tender and confirm that I/we have complied with all the requirements of the ITT 14. We confirm that we have included with this Tender submission:  |  |  | | --- | --- | | Submission Checklist | Tick | | Answers and Supporting evidence in relation to Suitability questions | 🞎 | | Confirmation that the attached Contract is acceptable/any required changes identified | 🞎 | | Full responses to every question in the Specification and Response | 🞎 | | Completed and un-amended Form of Tender and non-collusive tendering declaration | 🞎 |  |  |  | | --- | --- | | Trading name of Bidder: |  | | Registered name of Bidder if different from above: |  | | Bidder Address (please include main address for correspondence and registered office address if different from correspondence address): |  | | Company Registration number (if this applies) |  | | VAT number (or equivalent) |  | | Signed: |  | | Position: |  | | Telephone number: |  | | Email address: |  | | | |
| For and on behalf of | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

To be signed and returned with the Tender submission. UCL requests that wherever possible a signed signature page be scanned and returned with your tender. A signature can be typed above if a scanned signature page cannot be provided. A tender will be disqualified if this is not completed and submittedor and/where the certificate has been amended to make the Bidders tender offer or price conditional.

1. Suitability questions

NB: 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 Part 1 and Part 2 self-declaration.

Schedule 2 - Part 1 – Potential Supplier Information

* + 1. **Bidder Information**

This section is for information only and will not be scored.

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
| P1.1(a) | Full name of the Bidder submitting the information |  |
| P1.1(b) – (i) | Registered office address (if applicable) |  |
| P1.1(b) – (ii) | Registered website address (if applicable) |  |
| P1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) | 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ |
| P1.1(d) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-2)? | Yes ☐ No ☐ |
| P1.1(e) | Date of registration in country of origin |  |
| P1.1(f) | Company registration number (if applicable) |  |
| P1.1(g) | Charity registration number (if applicable) |  |
| P1.1(h) | Head office DUNS number (if applicable) |  |
| P1.1(i) | Registered VAT number |  |
| P1.1(j) - (i) | Name of immediate parent company | Yes ☐  No ☐  N/A ☐ |
| P1.1(j) - (ii) | Name of ultimate parent company |  |
| P1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| P1.1(l) | Details of immediate parent company:  - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| P1.1(m) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

* + 1. **Bidding Model**

This section is for information only and will not be scored.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Question number** | | **Question** | **Response** |
| P1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | | Yes ☐  No ☐  If yes, please provide details listed in questions P1.2(a) (ii), (a) (iii) and Pto 1.2(b) (i), (b) (ii), 1.3, Parts 2 and 3.  If no, and you are a supporting Bidder please provide the name of your group at P1.2(a) (ii) for reference purposes, and complete P1.3, Parts 2 and 3. |
| P1.2(a) - (ii) | Name of group of economic operators (if applicable). | |  |
| P1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | |  |
| P1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | | Yes ☐  No ☐ |
| P1.2(b) - (ii) | If you responded yes to P1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | | |

* + 1. **Contact Details**

**This question will not be scored but must be completed in each case**

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
| P1.3(a) | Contact name |  |
| P1.3(b) | Name of organisation |  |
| P1.3(c) | Role in organisation |  |
| P1.3(d) | Phone number |  |
| P1.3(e) | E-mail address |  |
| P1.3(f) | Postal address |  |
| P1.3(g) | Signature (electronic is acceptable) |  |
| P1.3(h) | Date |  |

**Schedule 2**

* 1. **Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection questions must complete this section.

* + 1. **Grounds for mandatory exclusion**

The following section is scored on a pass/fail basis. Answering "Yes" to any of the numbered questions will exclude you from this process.

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
| P2.1.1 | The detailed grounds for mandatory exclusion of an organisation are set out in the Suitability Questions Information Pack, 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 in the Appendix. | |
| Participation in a criminal organisation. | Yes ☐  No ☐ If Yes please provide details at P2.1.2 |
| Corruption. | Yes ☐  No ☐ If Yes please provide details at P2.1.2 |
| Fraud. | Yes ☐  No ☐ If Yes please provide details at P2.1.2 |
| Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐ If Yes please provide details at P2.1.2 |
| Money laundering or terrorist financing | Yes ☐  No ☐ If Yes please provide details at P2.1.2 |
| Child labour and other forms of trafficking in human beings | Yes ☐  No ☐ If Yes please provide details at P2.1.2 |
| P2.1.2 | 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. |
| P2.1.4 | 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 ☐  No ☐ |
| P2.1.5 | If you have answered yes to question P2.1.4, 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. |  |

* + 1. **Grounds for discretionary exclusion**

The following section is scored on a pass/fail basis. Answering "Yes" to any of the questions below (and with no / insufficient evidence to demonstrate the reliability of the Bidder) may exclude you from this process.

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
|  | 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 and as set out in the Appendix. | |
| P2.2.1 | Breach of environmental obligations? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P2.2.2 | Breach of social obligations? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P2.2.3 | Breach of labour law obligations? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P2.2.4 | 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 ☐  No ☐ |
| P2.2.5 | Guilty of grave professional misconduct? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P2.2.6 | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P2.2.7 | Aware of any conflict of interest arising from participation in the procurement procedure? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P2.2.8 | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P2.2.9 | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If Yes please provide details at P2.2.10 |
| P.2.2.10 | Info only  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? |  |

* 1. **Selection Questions[[2]](#footnote-3)** 
     1. **Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015**

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
|  | This question is for information only and will not be scored  Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
|  | The following question is scored on a pass/fail basis. Pass if you answer "Yes " or "N/A" and Fail if you answer "No". Answering "No" to the following question will exclude you from this process. Answer N/A if not relevant.  If you have answered yes to question P3.1.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url: …  No ☐  Please provide an explanation  N/A ☐ |

* + 1. **Insurance Requirements**

Bidders will be required to provide evidence of this if they are successful at contract award stage.

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
|  | The following question is scored on a pass/fail basis. Pass if you answer "Yes " and Fail if you answer "No". Answering "No" to the following question will exclude you from this process.  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 - minimum £10,000,000**  **Public Liability Insurance - minimum £5,000,000**  **Professional Indemnity Insurance - minimum £5,000,000** | Yes ☐ No ☐  *\*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.* |

* + 1. **Economic and Financial Standing**

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
|  | This question is for information only and will not be scored  Please confirm that you could, if requested, provide one of the following:   * a copy of your audited accounts for the last two years; OR a statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading; * a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐  No ☐ |
|  | This question is scored on a Pass/Fail basis in accordance with the following D%B rating or equivalent:  Pass if you achieve a Risk Rating of 1 or 2.  If a Bidder has a risk rating of 3 or 4 and is identified as having financial risk, then UCL reserve the right seek further clarification from the supplier as to their financial status with the aim of putting in place measures to manage or mitigate any financial risk e.g. a Bank Guarantee, Parent Company Guarantee.  If UCL are unable to agree measures to manage or mitigate any financial risk, then it reserves the right to exclude the bidder from the procurement and their bid will not be evaluated further.  Please provide a credit rating from Dun & Bradstreet or an equivalent recognised credit reference agency undertaken in the last 2 months.  Note: UCL cannot be liable for any inaccurate or historic information held by Dun and Bradstreet or alternative and Bidders are advised to ensure that all information held by third party credit reference agencies is accurate before submitting your response. | Yes, report included ☐ |

* + 1. **Parent Company Information**

If you have indicated in the Schedule 2 P1.2 that you are part of a wider group, please provide further details below.

This question is for information only and will not be scored

|  |  |  |
| --- | --- | --- |
| **Question number** | **Question** | **Response** |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |
|  | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
|  | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
|  | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐  N/A ☐ |

1. Freedom of information exemption requests

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Freedom of Information Act 2000 I/We believe that the following parts of our response should be exempt from disclosure as set out in the table below. I/We acknowledge that (i) a blanket designation of response as "confidential" is unlikely to be effective, (ii) UCL will be the ultimate decision maker in relation to disclosure of any part of this tender under the Freedom of Information Act 2000 or related legislation and (iii) UCL shall have no liability to any bidder in relation to the disclosure of such information. | | | | |
|  | | | | |
| Description of the information  Including reference to its location Tender Submission | Reason why not subject to disclosure under the FOI Act | | | **Time Period** during which it is believed the exemption will apply, beginning on date of its submission to UCL |
| Important information provided in confidence | Commercially sensitive information | Explanation of why disclosure (of a trade secret or commercially sensitive information) is not in the public interest |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Mandatory Questions

This section contains UCL’s mandatory requirements. Please do not proceed any further with your Tender if you do not fully meet each requirement (i.e. are fully compliant). These mandatory questions will be marked pass/fail. You must pass all the questions in order for your bid to be considered further.

| **Ref No** | **Requirement** | **Bidder Response**  **Please fill in your response to the mandatory questions here. If additional information if attached, please provide document references.** | **Indication of ability to meet Requirement**  **(FC=Fully Compliant, NC=Not compliant)** |
| --- | --- | --- | --- |
|  | The Supplier shall provide the services for a fixed fee of £30,000 inclusive of VAT and of day-to-day travel and subsistence expenses. Some expenses may be requested for specific project related travel such as attending an industry event, however this must be agreed with UCL in writing prior to travel.  The fee will be paid against fixed milestones within a specified time period, subject to being signed off by the Excites Project Board.  Please confirm acceptance. |  |  |
|  | The Supplier shall comply with the General Data Protection Regulation (*(EU) 2016/679*) and any other directly applicable European Union regulation relating to privacy.  Please confirm acceptance and evidence how you will comply with this requirement. |  |  |
|  | The Supplier shall comply with UCL’s Data Protection and Information Security policies and processes which can be found on the following webpages:  <https://www.ucl.ac.uk/informationsecurity/policy>  <https://www.ucl.ac.uk/legal-services/data-protection-overview>  Please confirm acceptance. |  |  |
|  | The Supplier shall comply with UCL ExCiteS ethical conduct in terms of selection of project, which are in line with several ethical frameworks that apply to the projects that we carry out.  We follow the UK Economic & Social Research Council (ESRC) Research Ethics Framework, as well as the International Society of Ethnobiology Code of Ethics and the Association of Social Anthropologists Code of Ethics.  Please confirm acceptance. |  |  |
|  | The Supplier must conform with Web Content Accessibility Guidelines 2 (WCAG2) level 2.1 AA compliance by not later than 31st December 2019 when updating any website, system/application or mobile application on behalf of UCL.  Information of these guidelines can be found on the webpage below:  [https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fguidance%2Faccessibility-requirements-for-public-sector-websites-and-apps&data=02%7C01%7C%7Ce0ff4eb5439042e9771e08d6fef40990%7C1faf88fea9984c5b93c9210a11d9a5c2%7C0%7C0%7C636976721416823140&sdata=w1g4G8WwjcbiiPWfBRg58hqSN6b9PTVaSnEo%2Bt%2B6luY%3D&reserved=0)  Please confirm acceptance and evidence how you will comply with this requirement. |  |  |

1. Tender specification and response

**Instructions for completion**

* Bidders are asked to make their response to UCL’s requirements by completing the questions set out in this Schedule.
* Bidders should cross reference any other documents submitted to the applicable section in the Response Document so that the evaluation team can identify the Bidder’s full response to each requirement. **To facilitate evaluation, please keep additional documentation to a minimum and enter as much information as possible into tables in the Response Document.** Bidders should ensure that each question is answered fully in the box provided; statements given in other areas of the document that could support another question will not be considered unless it has been clearly cross referenced.

Where required, you should provide a full answer to each question, clause or sub-clause to explain how you are able to meet that requirement, providing evidence to support your answer. **Simply stating ‘fully compliant’ will not be acceptable.**

|  |  |
| --- | --- |
| **Response** | **Definition** |
| Fully Compliant | The offer meets the requirement without modification and will be contractually committed to. Additional text may be provided to support the response. |
| Partially Compliant | The offer is not fully compliant but does meet the requirement to the extent indicated in the associated notes. The stated functionality will be contractually committed to. |
| Non-Compliant | The offer does not meet the requirement. Where possible Bidders should propose an alternative solution to the requirement which will be contractually committed to. |
| Not Applicable | The paragraph is not relevant to this offer. |

**If your Bid does not comply with the requirements set out below**

**Provide detail on the:**

* **Extent of Non-Compliance;**
* **Alternatives Offered;**
* **Effect on the Tender Requirement.**

| **UCL Specification** | | | **Bidder’s Response** | |
| --- | --- | --- | --- | --- |
| **Question no** | **Requirement** | **Degree of Importance[[3]](#footnote-4)** | **Compliant?[[4]](#footnote-5)** | **Please fill in your response to the specification here. If additional information is attached, please give document references (this part is scored in accordance with the Evaluation Criteria)** |
|  | **Scope of Work, Milestones and Payment** |  |  |  |
|  | ExCiteS requires the services of an experienced technology delivery partner (TDP).  The TDP will work with our project delivery lead, Tulba Consulting, and other team-members to deliver core improvements to the technology platform Sapelli.  This is a fixed cost contract of £30,000, which will be released on the completion of fixed milestones. The achievement of these milestones will be signed off by the project board in formal review sessions.  The core tasks that the successful bidder will be expected to deliver, aligned to key milestones and payment amounts, are set out in section 5.1.2. | Info Only |  |  |
|  | This is a fixed cost contract of £30,000, which will be released on the completion of fixed milestones within a 3 month period, as set out below.  The achievement of these milestones will be signed off by the project board as per the dates set out below. Issues, risks, anticipated slippages or delays may be discussed at monthly project board meetings, ideally raised in advance.  All fees are inclusive of VAT and of day-to-day travel and subsistence expenses.  The work will take place under the following categories:   * Requirements Specification * Development * Testing   Please see the table below for a description of the expected activities, deliverables, milestone dates and payment amounts. | Info Only |  |  |
| **Phase & Deliverable Description**   | **Phase** | **Notes** | **End Date** | **Payment** | | --- | --- | --- | --- | | Phase 1: Design | **Phase 1: Design -** The design phase of work consists of developing a detailed, baseline technical design for Sapelli Designer. This document forms the basis for the subsequent phases, as well as acting as a future reference point for the system. We expect this to be produced through the following stages of activity:  -Initial familiarisation: Working with the team to understand core methodologies and activities of the group, review of key documentation.  -Detailed requirements gathering and analysis: Work with group  -Document drafting & production: Writing the document and review with team members  -Baselining review and sign-off: Sign off of baseline version by project board to end phase  The baseline technical design itself should consist of:  -Technical specification  -Detailed functional and non-functional requirements  -Architectural summary & maintenance plan  -Delivery plan  The technical baseline document will also act as a technical manual for future maintenance.  **Output:** Baseline Technical Design Documentation | 31st August 2019 | £7,500 | | Phase 2: Development | **Phase 2: Development –** This phase is the development of the core of Sapelli Designer; the key deliverable of both this phase and the wider work package of the project itself. We ultimately intend to remain non-proscriptive of the development methodologies and approach, iterative and user-centric. Our key expectation is close work with the fieldworker and other members of the project team. Given the software is primarily designed to enhance the usability of Sapelli, ongoing visibility of Sapelli Designer as it evolves throughout the phase is key. As such, whilst co-location during the day-to-day coding activity is not necessary, we would expect in-person demonstration of interim versions.   Given the fixed nature of the budget and time constraints, we would suggest that a finite number of development cycles supported by a careful change control process. Approval of changes to the baseline technical design document will rest with the project board and be agreed with the technical delivery partner.  Alongside this, we will also require a simple end-user manual separate to the technical design documentation. This should guide the user through setting up a Sapelli project.  As a final design point, we expect that open frameworks and standards are used where possible, code be clearly commented. It is critical that members of the team are able to manage Sapelli Designer following the completion of this project.  **Output:** Sapelli Designer, revised technical design documentation, user manual. | 31st October 2019 | £17,500 | | Phase 3: Testing | **Phase 3 - Field-testing & Project Close:** This phase is to test the stable version of Sapelli Designer produced in Phase 2 on live projects, in the field. Given that our projects occur in places that are often remote with limited to no internet access, we will aim to arrange live (or at worst case simulated) deployment of the whole stack of ExCiteS software including the designer. This will act as a practical exit test and also gather any final feedback from our fieldworkers. The revisions accepted for final work will be handled in a final two-week development cycle.  With the closure of this phase and final approvals of the software and documentation from the project board, this closes the project.  **Outputs:** Final versions of Sapelli Designer and Technical Design Documentation, User Manual | 14th November 2019 | £5,000 | | | | | |
|  | **Project Approach**  Provide a brief overview of how you intend to deliver against the key milestones set out in S5.1.2 within the timeframes set out above.  This should include:   * A high level project plan; * Anticipated approach, challenges and strategies for each key task; * Input you’d expect from the team.   Limit: 750 words | 5 |  |  |
|  | **Delivery Methodology**  Provide an outline of your approach to the delivery of small-scale development projects. Explain how you might deliver a similar project with reference to;   * Technical delivery methodologies & project management * Stakeholder management & communication * Testing approach & quality assurance * Handover & training   Limit: 750 words | 5 |  |  |
|  | **Previous Projects**  Please provide details of 3 previous projects that are relevant to the specification. These should demonstrate completed projects that delivered value to the client. Each summary should aim to cover:   * The client and industry worked in. * The development activity undertaken. * The impact of the work completed. * Point of contact with client for referencing   Limit: 300 words per project (900 in total) | 5 |  |  |
|  | **Team / Person Specification** |  |  |  |
|  | The team or individual applying should be a skilled coder and designer with experience across the life-cycle of small-scale technical projects. The ability to work with and manage a range of stakeholders and adapt to new environments is particularly important. | Info Only |  |  |
|  | Proven technical project management skills. | 4 |  |  |
|  | A degree in software engineering, computer science or a related field. | 3 |  |  |
|  | Fluent in business and technical English. | 4 |  |  |
|  | Excellent communication and presentation skills to a range of audiences; lay, academic, business, senior management, and technical. | 5 |  |  |
|  | Dynamic and adaptable; able to deal with unexpected changes to plans, manage and communicate risks as they arise and propose solutions. | 4 |  |  |
|  | Track record of excellent stakeholder management skills; ability to form strong professional relationships. | 4 |  |  |
|  | At least 5 years of programming experiences across the project lifecycle. Full stack development experience, primarily front-end but familiarity with back-end would be an advantage. Database and mobile are advantageous for understanding downstream technical dependencies. | 5 |  |  |
|  | Experience of agile or iterative development methodologies. | 5 |  |  |
|  | Experience writing documentation for technical and non-technical users. | 4 |  |  |
|  | Experience of working in small teams. | 5 |  |  |
|  | Familiarity with open standards and development frameworks. Much of the current stack ExCiteS has developed uses Javascript, HTML, Angular 2, React, Python, Django Framework, Node GS. Experience writing in object-oriented languages, especially Java, is a benefit.  However, given the module is loosely-coupled to Sapelli there are no hard technical requirements that proscribe a specific approach. | 5 |  |  |
|  | Strong prioritisation and time management abilities, ability to work to tight timelines. | 4 |  |  |
|  | 2-5 years of working in small business, social enterprise, or start-ups. | 4 |  |  |
|  | Experience of working directly or indirectly with clients in one (or ideally more) more of the following domains;   * Conservation; working in the field of conservation, particularly around the Illegal Wildlife Trade (IWT), Illegal logging activities, community based resource monitoring or land usage disputes. Anthropology or fieldwork; working with indigenous, local communities. * Working with NGOs, local and national governments. * Fair Trade supply chain accreditation, or similar field where social responsibility and working with local communities is integrated into business practices | 2 |  |  |
|  | Familiarity with citizen science, participatory mapping, or equivalent methods and concepts and a willingness to learn them. | 2 |  |  |
|  | Please provide CVs for the team with supporting commentary, detailing discipline, qualifications and expertise. | 5 |  |  |
|  | **Compliance** |  |  |  |
|  | The Supplier must comply with the following UCL policies:  UCL’s Equality and Diversity Policies which can be found on the following links:  <https://www.ucl.ac.uk/human-resources/sites/human-resources/files/equal_opportunity_policy_statement.pdf>  <https://www.ucl.ac.uk/human-resources/policies/2018/feb/access-work>  UCL’s Health and Safety Policies which can be found on the following links:  <http://www.ucl.ac.uk/estates/safetynet/policy/ssp.pdf>  <http://www.ucl.ac.uk/estates/safetynet/policy/org&arr.pdf>  UCL’s Environmental Policies which can be found on the following links:  <http://www.ucl.ac.uk/greenucl/resources/policy/ucl-sustainability-policy>  Please confirm that you will comply with all UCL policies indicated above. | 5 |  |  |
|  | UCL have included draft Data Processing Particulars in the Contract Terms.  Please can you update this to include any additional types of personal data you collect, any additional categories of data subject and any additional purposes for processing? | Info Only |  | |  |  | | --- | --- | | Will the Consultant Company (via the Individual) be processing personal data on behalf of UCL as UCL's processor? | Yes | | Subject matter and duration of the processing | The subject matter is the provision of the Services by the [Consultant Company] [Individual] [Company] under this agreement. The duration of the Processing is the term of this agreement plus any additional period during which the provision of the Services is being transitioned to a new provider. | | Nature and purpose of the processing | The Personal Data is being Processed by the Consultant Company as part of its provision of the Services.  The data is limited personal data required to facilitate communications with members of the team or SMEs consultant in the process of development work. This will be contained in e-mails and electronic documents such as PDFs or word documents.  The data is solely for the purpose of day-to-day communications. These day-to-day operations will include e-mailing, meetings and phone-calls. | | Type of personal data being processed | The main types of Personal Data being processed are:  Personal Data: names, addresses, telephone numbers and email addresses of Data Subjects. | | Categories of data subjects | The main categories of individuals whose Personal Data are being processed under this agreement are:  UCL staff  External persons acting as project SMES (Potential clients and partners, former ExCiteS staff) | |
|  | The Supplier shall implement at least the following standards when using non-UCL software or systems:   * FIPS 140-2 (cryptographic modules, software and hardware) and FIPS 197 (or any standard(s) that replace FIPS 140-2 and/or FIPS 197); or * Encryption products certified from time to time via the product and service tests from the National Cyber Security Centre (NCSC) – such as Foundation Grade assurance (under the Commercial Product Assurance scheme and/or International Common Criteria) or the CAPS Assisted Products scheme.   Please confirm acceptance. | 5 |  |  |

2. Contract

|  |  |
| --- | --- |
| **It is UCL’s preference to contract on UCL terms.**  **There are three types of terms applicable to this tender, depending on the trading status of the bidder (Sole Trader, Personal Service Company, Limited Company). These terms have been included in the bidder information pack with this document.**  **Please confirm whether you:** | **Tick** |
| a) Accept the terms without amendment; or |  |
| b) Propose minor changes and such minor changes are shown using track changes on the below terms. Please note that UCL will not negotiate on contract terms. |  |

**Appendix**

**Grounds of exclusion**

**Any of the following offences will lead to exclusion as set out in the Suitability Questions**

**P2.1 Mandatory exclusion grounds**

(a) conspiracy within the meaning of [section 1 or 1A](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IA008AE80E44911DA8D70A0E70A78ED65)  of the [Criminal Law Act 1977](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I6040AAD1E42311DAA7CF8F68F6EE57AB) 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 [3](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I939A4600B27011E48CA99B556A4D6599#targetfn3);

(b) corruption within the meaning of [section 1(2)](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I21862A70E44811DA8D70A0E70A78ED65)  of the [Public Bodies Corrupt Practices Act 1889](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I60EF8870E42311DAA7CF8F68F6EE57AB) or [section 1](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I2B15D400E44811DA8D70A0E70A78ED65)  of the [Prevention of Corruption Act 1906](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I60DF0DB1E42311DAA7CF8F68F6EE57AB);

(c) the common law offence of bribery;

(d) bribery within the meaning of [sections 1, 2](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I14468E30461511DF8F7ED103420FF1FA)  or [6](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I14479FA2461511DF8F7ED103420FF1FA)  of the [Bribery Act 2010](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I05B093C0461511DFAA038E3B03782429), or [section 113](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I3C2A02F0E44A11DA8D70A0E70A78ED65)  of the [Representation of the People Act 1983](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I6025CFD1E42311DAA7CF8F68F6EE57AB);

(e) 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 common law offence of cheating the Revenue;

(ii) the common law offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the [Theft Act 1968](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I60709470E42311DAA7CF8F68F6EE57AB), the Theft Act (Northern Ireland) 1969, the [Theft Act 1978](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I60400E90E42311DAA7CF8F68F6EE57AB) or the Theft (Northern Ireland) Order 1978;

(iv) fraudulent trading within the meaning of [section 458](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I95459890E44A11DA8D70A0E70A78ED65)  of the [Companies Act 1985](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I601443A0E42311DAA7CF8F68F6EE57AB), article 451 of the Companies (Northern Ireland) Order 1986 or [section 993](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5D41ADE08B3311DBA1DB80994EEB92DE)  of the [Companies Act 2006](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I67088A508B0211DBB4C6A18EEE1C8BDD);

(v) fraudulent evasion within the meaning of [section 170](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID6DFF270E44811DA8D70A0E70A78ED65)  of the [Customs and Excise Management Act 1979](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I6038BB90E42311DAA7CF8F68F6EE57AB) or [section 72](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IC4CF0CA0E44911DA8D70A0E70A78ED65)  of the [Value Added Tax Act 1994](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5FD6C571E42311DAA7CF8F68F6EE57AB);

(vi) an offence in connection with taxation in the European Union within the meaning of [section 71](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IC4CD37E0E44911DA8D70A0E70A78ED65)  of the [Criminal Justice Act 1993](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5FD8C140E42311DAA7CF8F68F6EE57AB);

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IDF79CA50E44811DA8D70A0E70A78ED65)  of the [Theft Act 1968](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I60709470E42311DAA7CF8F68F6EE57AB) or section 19 of the Theft Act (Northern Ireland) 1969;

(viii) fraud within the meaning of [section 2, 3 or 4](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID484AE61754511DB8071C6D7F7AFDBBF)  of the [Fraud Act 2006](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID9FDA5C0751A11DBB6BD9A07698D500F); or

(ix) the possession of articles for use in frauds within the meaning of [section 6](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID485E6E0754511DB8071C6D7F7AFDBBF)  of the [Fraud Act 2006](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID9FDA5C0751A11DBB6BD9A07698D500F), or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of [section 7](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID4863500754511DB8071C6D7F7AFDBBF) of that Act;

(f) any offence listed—

(i) in [section 41](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I506AFA70C0FD11DD8B4FD4AD48C6C95E)  of the [Counter Terrorism Act 2008](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IF3FB57D0C0FC11DD9A0FB953F8271943); or

(ii) in [Schedule 2](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I50925890C0FD11DD8B4FD4AD48C6C95E) to that Act where the court has determined that there is a terrorist connection;

(g) any offence under [sections 44 to 46](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I4ABA58108AA711DCAD189FB7549D3E57)  of the [Serious Crime Act 2007](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I46EB03908A8611DCA413D68D9160DDFE) which relates to an offence covered by subparagraph (f);

(h) money laundering within the meaning of [sections 340(11)](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I34B8D2F0E45211DA8D70A0E70A78ED65)  and [415](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5C6BA6D0E44B11DA8D70A0E70A78ED65)  of the [Proceeds of Crime Act 2002](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5FA30B41E42311DAA7CF8F68F6EE57AB);

(i) an offence in connection with the proceeds of criminal conduct within the meaning of [section 93A, 93B or 93C](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5C6AE380E44B11DA8D70A0E70A78ED65)  of the [Criminal Justice Act 1988](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5FF71EB0E42311DAA7CF8F68F6EE57AB) or [article 45, 46 or 47](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IC40C52F02E6911DFBD6AD606D15A80F2)  of the [Proceeds of Crime (Northern Ireland) Order 1996](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IC3FE70432E6911DFBD6AD606D15A80F2);

(j) an offence under [section 4](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IA5026A50E44B11DA8D70A0E70A78ED65)  of the [Asylum and Immigration (Treatment of Claimants, etc.) Act 2004](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5F901F80E42311DAA7CF8F68F6EE57AB);

(k) an offence under [section 59A](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5EBF0D30AAE411E1BC0387535CD294D9)  of the [Sexual Offences Act 2003](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5F9CA2A1E42311DAA7CF8F68F6EE57AB);

(l) an offence under [section 71](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IF0250BF2DA4211DE9AD491096115908F)  of the [Coroners and Justice Act 2009](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I69823050DA4211DEB7FDF517E142DA0B);

(1a) an offence under [section 2](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IF95F6200D75411E49554FB6D5509846C)  or [4](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I38CCBE60D78211E48E4CD0DC7837450B)  of the [Modern Slavery Act 2015](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID05DC0A0D75311E4A8FFBB55570567FF);

(m) an offence in connection with the proceeds of drug trafficking within the meaning of [section 49, 50 or 51](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I07C43EC0E44C11DA8D70A0E70A78ED65)  of the [Drug Trafficking Act 1994](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I5FD2F4E0E42311DAA7CF8F68F6EE57AB)

(ma) an offence under [section 1, 2](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=IF9483081D75411E49554FB6D5509846C)  or [4](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=I38CCBE60D78211E48E4CD0DC7837450B)  of the [Modern Slavery Act 2015](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=36&crumb-action=replace&docguid=ID05DC0A0D75311E4A8FFBB55570567FF); or

(n) any other offence within the scope of these grounds of exclusion

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(ii) created in the law of England and Wales or Northern Ireland.

**P2.2 Discretionary exclusion grounds**

(a) where UCL can demonstrate by any appropriate means a violation of does not comply with applicable obligations in the fields of environmental, social and labour law established by EU law, national law and/or collective agreements;

(b) where the bidder is bankrupt or is the subject of insolvency or winding-up proceedings, where its 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;

(c) where UCL can demonstrate by appropriate means that the bidder is guilty of grave professional misconduct, which renders its integrity questionable;

(d) where UCL has sufficiently plausible indications to conclude that the bidder has entered into agreements with other bidders aimed at distorting competition;

(e) where a conflict of interest cannot be effectively remedied by other, less intrusive, measures;

(f) where a distortion of competition from the prior involvement of the bidder in the procurement cannot be remedied by other, less intrusive, measures;

(g) where bidder has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior contract;

(h) where the economic operator]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 Suitability Questions; or

(i) where the bidder has—

(i) undertaken to—

(aa) unduly influence the decision-making process of UCL, or

(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or

(ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

1. [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)
3. 5 = most important. 1 = least important [↑](#footnote-ref-4)
4. FC/PC/NC/NA. (The compliance confirmation is not scored) [↑](#footnote-ref-5)