**Invitation to Tender**

**TITLE**: Provision of Economic Impact Assessment for Falmouth University

**PROCUREMENT REF**:1557Falmouth.

**RETURN DATE**: Friday 21 August 2020 at 12.00pm Mid-day.



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| **Version Control** |
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1. **Form of Tender – Invitation to tender (ITT)**

You are invited to tender for the above contract. The ‘Invitation to Tender (ITT) consists of a number of parts as identified on the Contents Page. Please read each section carefully and respond wherever indicated. On completion of the ITT, Bidders are required to submit all relevant parts of the Tender via the Falmouth University e-tendering portal <https://in-tendhost.co.uk/universityofexeter/aspx/Home> by the specified closing date.

Falmouth University thanks Bidders for their participation and looks forward to the submission of comprehensive Tenders in keeping with the scope and specification of this project (as set out herein).

1. **Background**

The primary focus of this commission is to measure the University’s impact on the local economy. However, Falmouth University is committed to working with local, national and international partners to deliver a targeted programme of transformational change with a focus on innovation, business creation, incubation and entrepreneurship, as detailed in our [Strategic Plan to 2030[[1]](#footnote-1).](https://www.falmouth.ac.uk/corporate)

Therefore, the successful consultant will also assess, at a headline level, the University’s potential impact based on progress to date against the targets and projections detailed in the Strategic Plan to 2030 and will identify opportunities for greater impact in the future. For example, by working differently, accessing new markets and developing new services.

Higher education makes a significant contribution to individuals through improved life chances and opportunity, to the economy through innovation and skills, and to society through research and increasing mobility and social cohesion.

The role of higher education in providing skills and leading-edge research is well documented. However, universities often form an integral part of the local economic infrastructure, generate significant economic activity, employment opportunities and attract external investment.

Falmouth University is an important contributor to jobs, Gross Domestic Product and innovation in Cornwall. This is particularly important as Cornwall is a peripheral and rural region with a dispersed population which suffers from long-term economic challenges including:

* Low wages - total workplace gross annual median earnings were £19,247, or 80% of the UK average (Annual Survey of Hours and Earnings).
* Low skill levels - 29.3% of the working age population are qualified to NVQ level 4 or equivalent, compared to 37.3% in the South West and 37.1% in the UK (NOMIS).
* Weak Business base – Cornwall’s economy is dominated by micro-businesses and the self-employed, with only 6.7% of its businesses operating with a turnover of over £1m compared to 8.9% as UK average (ONS 2017).

**Previous work undertaken to assess Falmouth University’s impact on the economy of Cornwall:**

Following a competitive tender process in 2014, Falmouth University and the University of Exeter, who share and jointly manage the Penryn campus in Cornwall, commissioned the economic consultancy firm Oxford Economicsto quantify the economic activity stimulated by the universities in Cornwall. This included an assessment of the expenditure undertaken directly by Falmouth University, the University of Exeter and FX Plus[[2]](#footnote-2), the students that they attract to the area and their visitors. Further information about this study can be found in the [media release](https://www.falmouth.co.uk/wp-content/uploads/2016/01/University-economic-impact-study-2014.pdf) issued by the universities following the completion of the work.

In 2016 Falmouth University procured the services of Oxford Economics to update the report. This captured the previous measures for Falmouth and relevant aspects of FX Plus activity with the addition of Falmouth’s contribution to supporting the development of tech start-ups in Cornwall. A link to the full report can be found at Annex 1.

These studies have proved to be important tools in demonstrating the value of Falmouth University to local and regional audiences and have been extensively quoted in external funding applications.However, the updated report commissioned in 2016 was based largely on data from 2014/15, which is now out-of-date, hence Falmouth University’s decision to procure a new Economic Impact Assessment.

**The commission:**

Falmouth University requires the services of a consultant to undertake a new piece of work to assess its impact on the economy of Cornwall. The successful tenderer will demonstrate the proposed methodology for quantifying Falmouth University and relevant FX Plus activity’s impact on the local economy, using measures including but not limited to:

* The economic activity directly generated by Falmouth University and associated FX Plus activity.
* The activity supported bythe University’s staff and those employed in its direct supply chain.
* The employment andactivity that is supported through the university’s supply chain, as a result of its purchasing of goods and services from local suppliers.
* The wider benefits of the university’s activities, including:
	+ Local spending by Falmouth Univeristy’s students and those that visit them
	+ Capital expenditure undertaken by the University and FX Plus
	+ Student and staff consultancy activity
	+ IP income generated by the University
	+ Economic activity generated by the University’s graduate spin-off companies, staff start-ups, business support, knowledge exchange/transfer activities, including the impact on human capital.
* Although the focus for this economic impact assessment is to measure the University’s impact on the local economy, Falmouth has expanded its online course provision and is increasingly working with national partners to develop and enhance its offer to students. The successful tenderer is therefore expected to provide a high-level assessment of the University’s economic impact at a national level.

It is anticipated that the successful tenderer will quantify the University’s impact through the measures and deliverables listed below. Please note that this list is not exhaustive:

* Contribution to Gross Domestic Product.
* Employment. Jobs created and supported.
* Business created (including projected valuations).
* Businesses supported to develop new to firm products, processes and services.
* External investment received.
* Tax receipts generated.

The main interest of this work is to assess recent economic impact, drawn largely from 2018/19 datasets. However, Falmouth University is also looking ahead, as demonstrated in our  [2030](https://www.falmouth.ac.uk/corporate) Strategy[[3]](#footnote-3). This is an ambitious transformational change programme, based on a significant shift in emphasis and activity towards innovation, incubation, spin-out business creation and entrepreneurialism. Therefore, the successful consultant will assess at a headline level prospective impact based on progress to date against our targets and projections and where there are opportunities for the University to have greater impact in the future.

**Working safely during the Coronavirus pandemic:**

Successful tenderers shall demonstrate how the risks associated with conducting this commission will be managed during the Coronavirus pandemic. Specifically, how will you ensure that the Government’s Covid-19 safety recommendations and guidance will be implemented and how will you work safely and protect people while undertaking this work?

**Outputs required:**

* A written report which clearly identifies and quantifies the deliverables specified in *‘The Commission’* section above, including a section with a ‘forward look’.

An economic modelling tool designed to be used by Falmouth University to model continued University economic impact until 2030.A mid-project and final presentation to Falmouth University and a slide pack summarising the key findings of the Economic Impact Assessment.

Upon appointment the successful tenderer will be required to produce an Implementation Plan, setting out:

* The project brief and scope
* Data and information sources and identified gaps
* Proposed methodology
* Work programme including milestones and associated timescales
* Deliverables
* Communication channels, including meeting schedules
* Contact details

 **Key reference documents:**

1. **OXFORD ECONOMICS. FALMOUTH UNIVERSITY’S IMPACT ON CORNWALL’S ECONOMY:** [www.oxfordeconomics.com/recent-releases/falmouth-universitys-impact-on-cornwalls-economy](http://www.oxfordeconomics.com/recent-releases/falmouth-universitys-impact-on-cornwalls-economy)
2. **FALMOUTH UNIVERSITY 2030 STRATEGY:** [www.falmouth.ac.uk/corporate](https://www.falmouth.ac.uk/corporate)
3. **Correspondence**

All correspondence, tenders, associated documents etc. (whether before or after the final submission of tender) are to be directed through the e- procurement portal <https://in-tendhost.co.uk/universityofexeter/aspx/Home>

No approach of any kind in connection with the ITT should be made in any other manner, or to any other person within, or associated with Falmouth University (including its representatives).

* Falmouth University intends to provide all information that is relevant to all Tenderers, even if this information is only requested by one Tenderer.

Please note that the deadline for receipt of clarifications is **Friday 21 August 2020 at 12.00pm midday (UK TIME)**

1. **Anticipated Tender Timescales**

|  |  |
| --- | --- |
| **ITT made available to Bidders**  | **Monday 20 July 2020.** |
| **Date by which Bidders will need to submit clarifications (if raised)**  | **Wednesday 19 August 2020 at 12.00pm mid-day.** |
| **Deadline for receipt of Tender**  | **Friday 21 August 2020 at 12.00pm mid-day.** |
| **Shortlisted bidders stage 2 notified** | **By Monday 07 September 2020.**  |
| **Stage 2 presentation**  | **Week commencing 21 September 2020.**  |
| **Preferred bidder chosen (subject to contract)** | **By Wednesday 30 September 2020.**  |
| **Contract Start**  | **By Monday 05 October 2020.**  |
|  |  |

# Anticipated Project Time scales

|  |  |
| --- | --- |
| **Completion and presentation of written report**  | **By Friday 27 November 2020.**  |
| **Completion of economic modelling tool**  | **By Friday 13 November 2020.**  |
| **Mid project presentation of finding of assessment**  | **Week commencing 02 November 2020.** |

***NB:*** *This timetable is indicative, and Falmouth University reserves the right to change the timescale and will notify Bidders of any such change.*

1. **Submitting your Tender**
	1. **This ITT will close on Friday 21 August 2020 at 12.00pm midday**. It is the Bidder’s responsibility to ensure that their completed bid is uploaded, in full, no later than the date and time above. Tenders will not be considered if the complete information called for is not provided by the closing date and time stated in this document.
	2. Bidders must complete their ITT in full and submit any requested supporting documentation and other evidence as requested within this ITT. Omissions or exceptions may invalidate a Tender. Bidders must provide a completed Qualification Questionnaire (Selection) at Schedule 9 and ensure all necessary supporting documentation is provided as stipulated with in this ITT.
	3. The complete ITT should be uploaded in a common electronic format such as PDF, Word, Excel or PowerPoint), including technical literature via the procurement portal <https://in-tendhost.co.uk/universityofexeter/aspx/Home>.
	4. Falmouth University reserves the right to seek clarifications of tenders during its evaluation of ITTs where it considers this to be necessary.
	5. Tenders, part Tenders and appendices and attachments received after the closing date and time will be excluded from the ITT evaluation procedure and no further consideration of it made. These documents may remain in the procurement system unopened.
2. **Award Criteria and Evaluation Methodology**

In evaluating the ITT, Falmouth University will seek the most advantageous offer, both practically and economically, based on contract award criteria below.

 The tender comprises of a two stage process:

Stage 1 – **Written Tender Process**

Stage 2 – **Presentation** to Key Stakeholders (on –site / skype session TBC). Please note presentations will take place during the week of xx/xx/20.

On evaluation of stage 1, a maximum of three bidders will be shortlisted to proceed to Stage 2.

**STAGE 1:**

|  |  |  |
| --- | --- | --- |
| Award Criteria (Scored)  | % Score | % Sub Scores |
| 1 | **Technical/Operational / Experience Requirements** | **60%** |  |
|  | Please provide the following information as part of your bid:* Examples of similar projects that have been successfully delivered within the last three years (preferably within the HE sector), providing references where possible.
* Demonstrable understanding of the scope of the contract and those issues that will be critical to the implementation, development and delivery of the report.
* Details of the credentials of who would work on the account (please include as an appendix to the proposal)
* Your plan for delivering the project (including key milestones and dates)
 | **15%****25%****10%****10%** |  |
| 2 | **Price**  | **40%** |  |
| 2.1 | * Bidders must submit a fixed price for the entire project package. This price must be exclusive of VAT and include all travel and expenses.
 |  |  |
|  |  |  |  |
| TOTALS:  | 100% |  |

**STAGE 2:**

|  |  |  |
| --- | --- | --- |
| Award Criteria (Scored)  | % Score | % Sub Scores |
| 1 | * Presentation - 1 hour maximum.
* 30 minutes presentation – 30 minutes Q & A
* Panel - TBC
 | 100% |  |
| TOTALS:  | 100% |  |

**6.1 Scored Questions: Technical/Operational Requirements**

Each “Scored” Technical/Operational question will be marked out of a maximum of 5 marks and then weighted as indicated. The marks will be awarded as detailed in the table below. These sections will count for 60% of the overall tender score.

|  |  |
| --- | --- |
| ***Score*** | ***Details*** |
| **Very Good = 5** | The response by the Bidder provides a very high degree of confidence of being able to support the achievement of the intended outcomes of the Project. The response is fully detailed with appropriate explanations and supporting evidence, there are a limited number of minor issues and no major issues. The response demonstrates many more strengths than weaknesses, that any desired standards will be exceeded in most respects. |
| **Good = 4** | The response by the Bidder provides a high degree of confidence of being able to support the achievement of the intended outcomes of the Project. The response is detailed with appropriate explanations and supporting evidence, there are a number of minor issues and a limited number of major issues. The response demonstrates more strengths than weaknesses, that any desired standards will be exceeded in some respects. |
| **Acceptable = 3** | The response by the Bidder provides an acceptable degree of confidence of being able to support the achievement of the intended outcomes of the Project. The response is sufficiently detailed with some appropriate explanations and supporting evidence, there are a number of minor issues and a limited number of major issues.The response demonstrates more strengths than weaknesses, that any desired standards will be met. |
| **Concern = 2** | The response by the Bidder gives rise to some concerns about being able to support the achievement of the intended outcomes of the Project. The response has limited detail with limited appropriate explanations and supporting evidence, there are a number of minor issues and a number of major issues. The response demonstrates less strengths than weaknesses, that any desired standards may not be met. |
| **Poor = 1** | The response by the Bidder gives rise to many concerns about being able to support the achievement of the intended outcomes of the Project. The response has limited detail with limited appropriate explanations and supporting evidence, there are many minor issues and a high number of major issues. The response demonstrates less strengths than weaknesses, that any desired standards are unlikely to be met. |
| **Unacceptable = 0**  | The response by the Bidder is non-compliant; the response gives rise to many concerns about being able to support the achievement of the intended outcomes of the Project. The response has insufficient detail with virtually no appropriate explanations and supporting evidence, there are many minor issues and a high number of major issues. The response demonstrates less strengths than weaknesses, that any desired standards are highly unlikely to be met. |

**Please note that some questions are weighted to reflect the importance of the question to the project.** For example an actual score of 5 with a weighting of 3 will give a final score of 15. Likewise an actual score of 5 with a weighting of 1 will give a final score of 5. After all the responses to each “Scored” question have been scored, the evaluation panel will apply the weighting for each question.

**6.2 Scored Questions – Pricing Schedule**

Bidders are required to submit a breakdown of work as detailed in the specification. This price will be final and binding in any subsequent contract for this package of work for the entire life of the contract.

The price element of this Tender will be **worth 40% of the total score**.

Falmouth University will not accept liability for any costs omitted from the tendered price/s that the Bidder has not declared in their Tender submission as falling payable by Falmouth University. Prices will not be amended after acceptance of the ITT, save as a result of clarifications issued by Falmouth University.

The price schedule should be completed by each Bidder. All prices quoted shall be in pounds sterling (GBP) and EXCLUSIVE of VAT.

1. **Conditions of Tendering**
	1. Falmouth University reverses the right to cancel a tender process at any point.
	2. Falmouth University is not liable for any expenses or costs resulting from the cancellation of this tender process or for any other costs incurred by those tendering in response to the ITT.
	3. The information provided in this ITT has been prepared in good faith by Falmouth University but is provided for guidance only and no warranty is given by Falmouth University as to the accuracy of the information.
	4. In submitting your tender, you do so in accordance with the conditions specified or referred to herein.
	5. Falmouth University may reject any tender which does not fully comply with the stipulated requirements.
	6. The Tender shall remain open for acceptance by Falmouth University for a period of 3 months from the date specified for its return.
	7. Falmouth University is not bound to accept the lowest or any Tender and reserves the right to accept or award the contract in whole, in part, or not at all.
	8. Falmouth University will retain a right of audit of all matters relating to the performance of the contract arising from this ITT. This will include all financial matters and details relating to the service provided.
	9. All material provided by Falmouth University must be regarded as confidential and only disclosed to a third party to the extent necessary to complete your tender. Falmouth University requires that all working papers and electronic data must be destroyed by Bidders as soon as notified that they have been unsuccessful.
	10. Any aspects of your Tender which are essential to the quality, cost and delivery of the service must be incorporated into the response.
	11. Your Tender shall be a “bona fide” quote and shall not be fixed or adjusted by, or under, or in accordance with any agreements or arrangements with any other person. You shall keep your tender confidential and not divulge to anyone, even approximately, what your quotation price is or will be or any of its terms or conditions, with the sole exception of information you may have to give.
	12. Falmouth University requires all goods and services to be provided to the address/es stated in the contract documents and, or orders. Individual delivery instructions will be provided before orders are placed for goods or services and will include the appropriate health and safety guidance.
	13. Tender submission and all correspondence with Falmouth University must be written in English.
	14. All goods and, or services supplied shall be fit for purpose and in accordance with any detailed specification(s) supplied with these documents and, or as subsequently amended, agreed by the Bidder and Falmouth University and specified in the final contract documents and, or orders.
	15. All current and future British Legislation/Standards or EU Legislation/Standards or other equivalents shall apply to all goods and services to be supplied where relevant.
	16. A request for prices to be reviewed may be given by the successful Bidder giving at least 3 months’ written notice to Falmouth University and based upon the anniversary of the contract start date. All proposed changes to prices must be agreed by Falmouth University in writing before taking effect and prices may decrease as well as increase.
	17. No media releases, public announcements or public disclosures by the Bidder or the Bidder’s employees or agents relating to the contract or its subject matter, including but not limited to promotional or marketing material, (but excluding any announcement intended solely for internal distribution by the parties or any disclosure required by legal, accounting or regulatory requirements) may be made without the prior written approval of Falmouth University.
2. **Terms and Conditions**
3. See Appendix A1 and A2.
4. **Schedule A – PRE-QUALIFICATION QUESTIONS**

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| **Section 1 – Bidder’s Information**  |
| This question is for information only however it *must* be completed in full. Where sections do not apply, Bidders should indicate that this is the case and why. This question should be completed by the Bidder Organisation and any Relevant Organisations (if applicable).**Trading Name**      |
| **Correspondence Address**      |
| **Telephone Number**      |
| **Fax Number** (optional)      |
| **Email Contact Address** (optional)      |
| **Main Contact of the Bidder Organisation empowered to represent the Bidder in all dealings of a contractual nature once the contract is awarded.** Name      Position      Address      Telephone      Mobile (optional)      E-Mail       |
| **Internet Website Address** (Optional)     (optional) |
| **Registered Office Address (if different from above)**      |
| **Date Established**      |
| **Type of Organisation** (e.g. Private, Private Limited Company, Partnership, Local Authority, Voluntary Body, and Registered Charity) Please provide details of the organisation's structure.      |
| **Registered Business Number:**      **Date of Registration:**       |
| **VAT Registration Number:**      **Ownership**If your company is owned by a parent company, please identify the name(s) of parents and clearly identify the relationship.      |
| **Please confirm whether your Organisation is considered one of the following. (**Optional)*Double-click in boxes to check relevant box*Micro enterprise – Staff < 10, Turnover < €2 million, Balance sheet < €2 million [ ] Small enterprise – Staff < 50, Turnover < €10 million, Balance sheet < €2 million [ ] Medium sized enterprise – Staff < 250, Turnover < €50 million, Balance sheet < than €43 million [ ] Large sized enterprise – Staff >250, Turnover > €50 million, Balance sheet > than €43 million [ ] **This question is optional/for information to gather data for Falmouth University** |
| If your Organisation is owned/run by any of the following, please tick relevant box (Optional)[ ]  BME (Black, ethnic, community/voluntary group)[ ]  Community Interest Companies (CIC)[ ]  Companies owned or managed by women[ ]  Owned or run by Disabled People[ ]  Business owned by Lesbian, Bisexual, Gay or Transsexual**This question is optional/for information to gather data for Falmouth University** |
| Falmouth University would like to understand how and where Bidders find opportunities advertised. This will help us better target our tender advertisements to potential Bidders. Please enter where you saw this tender opportunity advertised.**Pro-Contract (Due North) [ ]** **In-tend [ ]** **Contract Finder [ ]** **Other (please detail) ………………………..** |
| **Section 2 Grounds for Exclusion [‘Pass’ / ‘Fail’]** |
| You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved). If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact Falmouth University for advice before completing this form.***All of the questions in Section 2 are Pass/ Fail – if the Bidder responds “Yes” to any of these questions, this may constitute a “Fail”/*** |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box** |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
 | [ ]  | [ ]  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 | [ ]  | [ ]  |
| 1. the common law offence of bribery;
 | [ ]  | [ ]  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
 | [ ]  | [ ]  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 | [ ]  | [ ]  |
| (i) the offence of cheating the Revenue; | [ ]  | [ ]  |
| (ii) the offence of conspiracy to defraud; | [ ]  | [ ]  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978 | [ ]  | [ ]  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; | [ ]  | [ ]  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; | [ ]  | [ ]  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; | [ ]  | [ ]  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; | [ ]  | [ ]  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or | [ ]  | [ ]  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | [ ]  | [ ]  |
| 1. any offence listed—
 | [ ]  | [ ]  |
| (i) in section 41 of the Counter Terrorism Act 2008; or | [ ]  | [ ]  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; | [ ]  | [ ]  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 | [ ]  | [ ]  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
 | [ ]  | [ ]  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
 | [ ]  | [ ]  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 | [ ]  | [ ]  |
| 1. an offence under section 59A of the Sexual Offences Act 2003;
 | [ ]  | [ ]  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009;
 | [ ]  | [ ]  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 | [ ]  | [ ]  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
 | [ ]  | [ ]  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or | [ ]  | [ ]  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | [ ]  | [ ]  |
| **2.2 Non-payment of taxes****Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? | [ ]  | [ ]  |
| **Section 3: Economic and Financial Standing** | **Bidder’s Response** |
| **A. Credit Safe – score**Falmouth University may run a Credit Safe financial check on Bidders and take a considered view on the likelihood of business risk and failure. Bidders with Credit Safe Failure rating of 50 or less will be requested to provide further information / clarifications. For businesses not covered by the Credit Safe report, these businesses will be requested to supply a minimum of 3 years accounts / or as trading history if 3 years of accounts are not available.The following financial ratio will be used to access business risk and failure for those business not covered by a Credit Safe report.Current Ratio: = Current Assets / Current LiabilitiesFalmouth University may request further clarification on any Credit Safe Failure rating.***Pass/ Fail – In the event that a Bidder achieves a Credit Safe Failure rating of 50 or less this may constitute a ‘Fail’.*** | This organisation consents to a Credit Safe Check [ ]  |
| **B - Insurance** 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 = £1,000,000Public Liability Insurance = £1,000,000Professional Indemnity Insurance = £1,000,000Product Liability Insurance = £1,000,000***Pass/ Fail – These are the minimum insurance threshold. If a Bidder is unable to satisfy this minimum threshold (or commit to obtain the relevant insurances), this will constitute a fail.*** | [ ]  Yes[ ]  No  |
| **Section 4: Legislative Compliance** | **Bidder’s Response** |
| **A – Compliance with equality legislation** For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. |
| 1. In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | [ ]  Yes[ ]  No  |
| 2. In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.**You may be excluded if you are unable to demonstrate to Falmouth University’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.** ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | [ ]  Yes[ ]  No  |
| **B - Environmental Management** |
| Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.**Falmouth University will not select Bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless Falmouth University is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.*****Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | [ ]  Yes[ ]  No  |
| **C - Health and Safety** |
| 1. Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.***Pass/Fail – In the event that a Bidder answers ‘No’ to this question, this may constitute a ‘Fail’*** | [ ]  Yes[ ]  No  |
| 2. Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? **If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.****Falmouth University will exclude Bidder(s) that have been in receipt of enforcement/remedial action orders unless the Bidder(s) can demonstrate to Falmouth University’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.**  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | [ ]  Yes[ ]  No  |
| **Section 5: Conflicts of Interest**  |
| 1. Do any potential conflicts of interest exist between this work, any senior member of your company or any member of Falmouth University?**If the answer is ‘Yes’ consideration will be given to the conflicts, the potential impact on the Contract or the procurement and how this can be managed in order to protect all parties. Should there be a conflict that, in Falmouth University’s opinion, could not be suitably managed then this would constitute a ‘Fail’.*****Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | If yes, please provide details       |
| **Section 6: Termination** |  |
| Has the Bidder Organisation ever had a contract terminated as a result of non-compliance or non-performance within the last three years? This section only applies to termination of a contract relevant to the services/goods required to be provided as part of the Contract.**If answer is ‘Yes’, please provide details of such termination. Consideration will be given to the reasoning behind the termination. Falmouth University will excluded Bidders who cannot reasonably demonstrate that appropriate remedial action has been taken to prevent similar circumstances arising and resulting in termination of any contract awarded as a result of this procurement.*****Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | [ ]  Yes[ ]  No  |
| **Section 7: Terms and Conditions** |
| The applicable Terms & Conditions are Falmouth University’s **Standard Terms & Conditions for the Purchase of Goods** which is available to view in appendix A. If there are specific clauses which cannot be agreed to please set these out in the space provided and provide an explanation. Please note that doing this does not guarantee Falmouth University’s acceptance to varied terms and conditions. Falmouth University holds at its discretion the right to disqualify Bidders who do not agree to Falmouth University’s Terms & Conditions of purchase.***Pass/Fail – In the event that a Bidder is not willing to accept Falmouth University’s Terms and Conditions, this may constitute a ‘Fail’.*** | **Please indicate that you are tendering in agreement of these terms by selecting the box [ ]**  |
| **Section 8: University’s Policies** |
| The successful Bidder should be aware of the University policies and procedures and shall accept and support Falmouth Exeter Plus in compliance with the same principles over the life of the contract period:[WWW.FALMOUTH.AC.UK](http://WWW.FALMOUTH.AC.UK)**Modern Slavery Act** * The Successful bidder shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
* The Successful bidder presents and warrants that neither the bidder nor any of its officers, employees or other persons associated with it:
	+ has been convicted of any offence involving slavery and human trafficking; and
	+ to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
* The Successful bidder shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

Please confirm that you agree to follow the principles in these policies during the life of the contract**.** You may wish to provide copies of relevant policies of your own. | [ ]  Yes[ ]  No  |

1. **DECLARATION**

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| --- |
| **Declaration** |
| I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of......................... (**Insert name of Bidder**). I understand that Falmouth University may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.I also declare that there is no conflict of interest in relation to Falmouth University’s requirement. |
| **ITT COMPLETED BY** |
| Name |  |
| Role in organisation |  |
| Date |  |
| Signature |  |

Appendix A1



Appendix A2



1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)