

**PRE-QUALIFICATION QUESTIONNAIRE**

**FOR**

**Provision of Two E-Beam Physical Vapour Deposition Coaters**

**PROJECT REFERENCE: [1525]**

**CONTRACT NOTICE REFERENCE: [      2023/S 000-004045 ]**

**F14 NOTICE REFERENCE: [ 2023/S 000-007077 ]**

**DATE: [           10/03/2023         ]**

**DEADLINE FOR PQQ SUBMISSION: [            03/04/2023        ]**

1. Introduction
   1. This Pre-Qualification Questionnaire ("**PQQ**") is being made available by AWE to Candidates interested in taking part in the Procurement.
   2. All Candidates interested in taking part in the Procurement may express their interest to AWE via the AWE Procurement Mailbox. It is recommended that Candidates express their interest at the earliest opportunity so that AWE can manage any communication with Candidates appropriately, including sharing responses to clarification questions. AWE cannot guarantee that communications sent in accordance with paragraph 2.23 will be sent to Candidates who have not registered their interest prior to the ‘Deadline for receipt of PQQ clarifications via email’ as set out in paragraph 2.16
   3. The instructions provided in this PQQ are provided to assist Candidates in responding to the PQQ. The instructions provided in or with this PQQ supersede any other instructions previously provided by AWE. Any changes to the instructions provided in this PQQ will be notified to Candidates.
   4. Capitalised terms and expressions shall have the meanings ascribed to them in Appendix 1.
   5. The Conditions of Procurement in Appendix 2 regulate the conduct of Candidates and AWE throughout the Procurement.
   6. All references to a "Paragraph", "Section" or "Appendix" are to a Paragraph, Section or Appendix of this PQQ unless otherwise stated. All references to a "Part" are to a Part of Appendix 4 unless otherwise stated.
   7. All references to a “Regulation” are to a Regulation in the Defence and Security Public Contracts Regulations 2011 unless otherwise stated.
   8. All references to dates and times within the Procurement Documents shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e., GMT/BST).
2. Background
   1. Purpose of this PQQ
   2. The Atomic Weapons Establishment (AWE) is an arms-length Non-Departmental Public Body (NDPB) wholly owned by the Ministry of Defence (MOD), working in close collaboration with the Defence Nuclear Organisation (DNO). We work at the extremes of science and engineering to understand the performance of nuclear warheads, and assess the safety, security, and effectiveness of the stockpile in the absence of live testing. Remarkable science, technology, engineering, and maths integrate across the lifecycle of the warhead: from initial concept and design to final decommissioning and disposal. Experts in their fields work together in unique and advanced experimental facilities, to perform cutting edge experiments. We provide a unique contribution to the national security of the UK as the heart of its defence against radiological and nuclear acts of terrorism. Utilising AWE’s advanced computational and experimental capabilities, our specialists design and test novel techniques to counter a range of the most serious threats faced by the UK.
   3. This PQQ relates to the provision of two E-Beam Physical Vapour Deposition Coaters advertised in the Contract Notice.
   4. This is a Restricted Procedure procurement conducted in accordance with the procedure set out in Regulation 17.
   5. Candidates are invited to complete this PQQ to determine their suitability in terms of economic and financial standing, technical experience, and professional ability. Following assessment of Candidates' PQQ Submission, AWE will prepare a shortlist of Candidates who have passed all relevant sections of the PQQ.
   6. Only Candidates who are successful at this stage will be invited to submit a tender. Those Candidates who are unsuccessful at this stage will be notified by AWE.
   7. This document should be read in conjunction with the requirements document (Appendix A) which has been made available at this stage of the Procurement.
   8. The AWE Procurement Mailbox is to be used for all procurements with a classification up to and including OFFICIAL. All procurements with a classification above OFFICIAL cannot be communicated via the AWE Procurement Mailbox. Specific instructions in relation to an alternative mode of communication will be issued to Candidates on a case-by-case basis in such instances. Where the procurement is above OFFICIAL, all references to the AWE Procurement Mailbox in this PQQ and in any other Procurement Document must be replaced by the alternative mode of communication specified and references to the AWE Procurement Mailbox in this PQQ and the other Procurement Documents will give the same meaning to an alternative mode of communication specified.
   9. Subject to paragraph 2.10 below the MOD DSP is only used by AWE for advertising opportunity and award notices in relation to procurements. It is not used for any other means and Candidates must, therefore, use the AWE Procurement Mailbox for all manner of communication with AWE.
   10. In the event of a technical failure with the AWE Procurement Mailbox or cybersecurity event, AWE will endeavour to communicate with the Candidates via an alternative means at the earliest opportunity and AWE reserves its right to vary the method of communication for this Procurement.
   11. Pursuant to paragraph 2.10, should AWE decide to use the MOD DSP as an alternative platform to the AWE Procurement Mailbox until such time as the AWE Procurement Mailbox is operational again, Candidates must be aware that Candidate material classified above OFFICIAL must not be uploaded to the MOD DSP and AWE should be contacted separately if a Candidate has a requirement to submit documents above OFFICIAL as part of their tender response.
   12. Where AWE has to use the MOD DSP pursuant to paragraph 2.10, Candidates must not upload any ITAR or export-controlled information as part of your PQQ Submission or Tender Submission to the MOD DSP. Candidates must contact AWE separately should it be necessary to provide such material. Candidates also must not submit any ITAR or export-controlled information as part of your PQQ Submission or Tender Submission to the AWE Procurement Mailbox. Candidates must ensure that they have all relevant permissions and approvals required prior to transfer of such information to AWE.
   13. Organisation of this PQQ
   14. The PQQ is structured as follows:
       * 1. Section 1: Introduction
         2. Section 2: Background
         3. Section 3: Instructions for Completion
         4. Section 4: Qualification Approach
         5. Section 5: PQQ Evaluation Criteria and Weighting
         6. Appendix 1: Definitions
         7. Appendix 2: Conditions of Procurement
         8. Appendix 3: Commercially Sensitive Information
         9. Appendix 4: Questionnaire
         10. Appendix 5: Economic and Financial PQQ Selection Criteria
   15. Timetable
   16. The proposed timetable for the Procurement is as follows:

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| **Description** | **Date** |
| Issue of Contract Notice, PQQ and other Procurement Documents which have been made available at this stage. | 09/02/23 |
| Deadline for receipt of PQQ clarifications via email. | 20/03/2023 1630 GMT |
| Deadline for PQQ Submission shared via email | 03/04/2023 1630 GMT |
| Notification of shortlisting decision | 14/04/2023 |
| Issue of ITT | 14/04/2023 |
| Deadline for receipt of ITT clarifications via the AWE Procurement Mailbox. | 28/04/2023 |
| Deadline for receipt of Tender Submissions | 24/05/23 1830 GMT |
| Evaluation of Tender Submissions | 24/05/2023 - 16/06/2023 |
| Notification of Preferred Bidder and Standstill Period | 16/06/2023 |
| Contract Award | 26/06/2023 |
| Commencement Date | 26/06/2023 |

* 1. This timetable is indicative and AWE reserves the right at its absolute discretion to vary the timetable at any point.
  2. Requests for clarifications from Candidates
  3. If the Candidate considers that any of the Procurement Documents are incomplete, it should contact AWE (via the AWE Procurement Mailbox - aweprocurement@awe.co.uk) without delay to arrange for the missing material to be sent.
  4. Any requests for clarification about the Procurement and/or this PQQ must be submitted via email only, no later than the deadline in paragraph 2.16 to allow AWE sufficient time to respond prior to the closing date for receipt of completed PQQ Submissions. AWE will endeavour to respond to requests for clarifications submitted in accordance with these requirements in this paragraph 2.20 as soon as possible.
  5. AWE reserves the right not to answer any requests for clarification submitted after the deadline set out in paragraph 2.16 or submitted via any means other than the AWE Procurement Mailbox.
  6. If Candidates identify a technical issue, they should contact AWE without delay via the following contact point at:

Email: [AWEProcurement@awe.co.uk](mailto:AWEProcurement@awe.co.uk)

* 1. Where AWE considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Candidates who have expressed their interest in the Procurement pursuant to paragraph 1.2 above (without reference to the identity of the Candidate which submitted the clarification question) the clarification question raised and AWE's response, with the exception of those deemed confidential as provided in 2.24. For the avoidance of doubt, and subject always to any confidentiality requirements, AWE cannot guarantee that it will be able to share responses to clarification questions with Candidates who have expressed their interest after the ‘Deadline for receipt of PQQ clarifications via email’ as set out in paragraph 2.16 above.
  2. If a Candidate considers that its request for clarification should be treated as confidential and not disclosed to other Candidates, it must communicate this and the reason why to AWE at the time of the submission of that request. AWE will advise the Candidate in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Candidate to withdraw such aspects of the request for clarification.
  3. In such circumstances, the Candidate may either submit an amended request for the clarification to be treated as confidential, which would be considered by AWE in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.
  4. It is the responsibility of each Candidate to monitor all clarifications issued by AWE. AWE accepts no liability for any Candidate's failure to keep abreast of clarifications issued.
  5. Candidate contact point
  6. When expressing an interest in this Procurement pursuant to paragraph 1.2 above, Candidates are required to provide details of the Candidate's primary contact point for all communications. It is the sole responsibility of each Candidate to ensure that the contact information it has shared for its organisation is accurate and up to date.
  7. AWE will only communicate with the Candidate via the AWE Procurement Mailbox and AWE shall not be responsible for contacting the Candidate through any other route.
  8. The Armed Forces Covenant
  9. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.
  10. The Covenant is based on two principles:
      1. That the Armed Forces community would not face disadvantages when compared to citizens in the provision of public and commercial services; and
      2. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

AWE encourages all Candidates, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces Community by displaying the values and behaviours set out therein.

* 1. If you wish to register your support, you can provide a point of contact to your company on this issue to the Armed Forces Covenant Team at the address below:

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management Ministry of Defence Holderness House 51-61 Clifton Street London EC2A 4EY

* 1. Support and signature of the Armed Forces Covenant is not a condition of working with AWE, nor will this issue form any part of the evaluation, contract award procedure or any resulting contract. However, AWE very much hopes you will provide your support.

1. instructions for completion
   1. The questionnaire section of this PQQ is located in Appendix 4. Candidates must complete all parts of the questionnaire, providing all necessary supporting information, before submitting their PQQ Submission via email to the AWE Procurement Mailbox.
   2. Candidates must answer all questions as accurately and concisely as possible. Where a question is not relevant to the Candidate, this should be indicated by selecting "N/A" and providing a supporting explanation.
   3. Any supporting information (other than the pre-prepared material such as company reports and accounts) provided in response to a question (where requested) should be presented in the same order as the PQQ questions and should be clearly marked with the relevant question number as well as the name of the Candidate and/or Related Organisation it refers to. Supporting information should not include any Candidate-specific branding. Under no circumstances should the Candidate provide general marketing or other materials. If such literature is submitted, it will be disregarded.
   4. Text based information should be in **11-point, Calibri font** using 2.5cm page margins on A4 sized paper. Text in diagrams should not be any smaller than 8-point, Calibri font.
   5. Where financial information is quoted in figures other than Pounds Sterling; the sum should be stated in both the original currency and pounds sterling. Candidates should use exchange rates quoted (by national central banks, international institutions or commercial banks operating in the foreign exchange market) either on or after the day the Contract Notice and PQQ were available for completion. For all currency conversions, the exchange rate used in the response must be identified.
   6. Where a word or page limit has been stipulated, only the information within this word or page limit will be assessed. Unless expressly stated otherwise, additional information will not be assessed and therefore should not be submitted. This includes any hyperlinks inserted into the submission. Candidates should note that AWE will limit any assessment to the stipulated length of any such answer and the remainder of the response will not be considered or assessed.
   7. Text in diagrams will not be included within the word count. However, if a Candidate's use of words within diagrams is excessive and/or appears intended to circumvent the word count then AWE reserves the right to include it in the word count.
   8. Questions must be answered in English. If any of the required information (e.g. text in financial accounts) is not available in English, please supply a copy of the original document and an English translation of that information.
   9. In respect of individual question responses, Candidates should ensure that each response is self-contained and does not seek to rely upon cross-referencing to responses provided in respect of other questions. For the avoidance of doubt, unless otherwise stated, no account will be taken in the assessment of the response to a particular question of information referenced and contained in a response or responses to other questions.
   10. Confidentiality and References
   11. AWE reserves the right to contact the named customer contacts identified in response to Question 5.1 by email in order to take up references. The named contact provided should be able to provide the evidence requested in Question 5.1 to confirm the accuracy of the information provided in response to that question. AWE reserves the right to seek clarification from Candidates in line with paragraph 4.15 following the taking up of references.
   12. AWE confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the DSPCR 2011, or pursuant to an order of the court or demand made by any competent authority or body where AWE is under a legal or regulatory obligation to make such a disclosure.
   13. Prime Contractors, Consortia, Joint Ventures, Key Sub-contractors, Parent and Other Group Companies
   14. AWE invites Candidates to determine how best they respond to this PQQ and whether they bid as a Prime Contractor, or as a Consortium or Joint Venture, and whether to bid with Key Sub-contractors (i.e., where a sub-contractor is being relied on to satisfy the financial, technical or professional criteria).
   15. When applying as part of a group or making use of Key Sub-contractors, the PQQ must be completed according to the PQQ instructions. The PQQ includes a self-declaration, made by the Candidate, that it does not meet any of the grounds for exclusion under the DSPCR 2011. If there are any grounds for exclusion, then there is an opportunity to demonstrate relevant remedial action. **Consequently, AWE requires all organisations that the Candidate will rely on to meet the selection criteria to provide a complete response to the questions in Part 1 and Part 2**. This means that where the Candidate is a Consortium, Joint Venture or other grouping, each organisation in that group must complete one of these self-declarations and/or where the Candidate is relying on Key Sub-contractors, each Key Sub-contractor must complete one of these self-declarations and/or where the Candidate is relying on a parent or other group companies to fulfil the selection criteria, the parent or other group companies must complete one of these self-declarations.
   16. AWE has different completion requirements in respect of the questions in Part 3. A summary of which party or parties (where bidding as a Consortium or Joint Venture, or where Key Sub-contractors or other entities are relied upon) should respond to each question is included in the table in paragraph 3.25.
   17. If you are bidding as a Prime Contractor:
       1. this must be clearly stated within the PQQ; and
       2. the Candidate must confirm in response to Question 1.2 that, as the Prime Contractor, it will accept full contractual responsibility for the delivery of all the required services required from itself and, if relevant, any of its Key Sub-contractors and sub-contractors.
   18. If you are bidding as a Consortium or Joint Venture:
       1. this must be clearly stated within the PQQ;
       2. the Consortium or Joint Venture may be required to form a single legal entity to enter into the proposed Contract(s) at AWE's discretion;
       3. entities that intend to bid together as a Consortium or Joint Venture will be collectively referred to as a "Candidate". Where a Consortium or Joint Venture is currently made up of more than one legal vehicle, the Consortium or Joint Venture as appropriate must provide to AWE one name that it wishes to be identified as during the Procurement (as set out in Question 1.2(a)); and
       4. you must complete the PQQ Submission in accordance with the instructions in the table in paragraph 3.25
   19. If you are relying on a Key Sub-Contractor or other entity to fulfil the selection criteria:
       1. this must be clearly stated within the PQQ;
       2. a guarantee or equivalent may be required if the Candidate is successful; and
       3. you must complete the PQQ Submission in accordance with the instructions in the table in paragraph 3.25
   20. AWE reserves the right to require that certain critical tasks are performed directly by the Candidate, or where the Candidate is a Consortium or Joint Venture, by a participant in a Consortium or Joint Venture.
   21. Within this PQQ, AWE requires confirmation as to the relationship between the Candidate and each Related Organisation, as well as detailed information concerning the Related Organisations.
   22. AWE recognises that arrangements in relation to consortia and sub-contracting may, within limits, be subject to future change. Candidates should therefore respond in light of such arrangements as they are currently envisaged. Following the PQQ Submission, any proposed changes to any Member of a Candidate must be notified to AWE promptly in accordance with the Conditions of Procurement.
   23. Guidance for provision of PQQ Submission
   24. The sections of the PQQ must be completed as set out in the table below.
   25. AWE reserves the right to require additional entities to complete one or more parts of the PQQ (at any time during the Procurement).

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| **PQQ Section** | **PQQ Question** | **If the Candidate is a Prime Contractor** | **If the Candidate is a Consortium or Joint Venture or proposes to rely on a Related Organisation** |
| Part 1 – Potential Supplier Information and Declaration | 1.1 to 1.3 | The Candidate | All Consortium / Joint Venture members / Related Organisations |
| Part 2 - Mandatory Exclusions | 2.1 | The Candidate | All Consortium / Joint Venture members / Related Organisations |
| Part 2 - Discretionary Exclusions | 3.1 | The Candidate | All Consortium / Joint Venture members / Related Organisations |
| 3.2 (Modern Slavery) | The Candidate | All Consortium / Joint Venture members / Related Organisations |
| Part 3 – Selection Questions | 4.1 to 4.3 (Economic and Financial Standing) | The Candidate | All Consortium / Joint Venture members / Related Organisations |
| 5.1 to 5.2 (Technical and Professional Ability) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 6.1 to 6.2 (Cyber Security) | The Candidate | All Consortium / Joint Venture members / Related Organisations |
| 7.1a or 7.1b (Project Specific Questions to assess Quality) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 8.1a, b or c (Project Specific Questions to assess Environmental Management) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 9.1 (Project Specific Question to assess Environmental Performance) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 10.1 and 10.2 (Project Specific Question to assess Suppliers) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 11.1 (Project Specific Question to assess Sustainability) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 12.1 – 12.4 (Project Specific Questions to assess On-Site Health and Safety) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 13.1 to 13.4 (Questions to assess technical capability) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |
| 14.1 to 14.2 (Project Specific Questions – for information only) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Related Organisations |

* 1. Procedure for submission of PQQ Submissions
  2. Candidates must submit their PQQ Submissions (a completed Appendix 4), together with any supporting information requested, via email to [aweprocurement@awe.co.uk](mailto:aweprocurement@awe.co.uk) by no later than the deadline stated in the timetable at paragraph 2.16. AWE will not accept any PQQ Submissions received after the deadline or by any other method.
  3. AWE strongly recommends that Candidates send PQQ Submissions well in advance of the deadline in order to avoid the risk of a late submission. Once the deadline has expired Candidates will not be able to submit a PQQ Submission. AWE will not open the PQQ Submissions submitted until after the deadline has expired.
  4. AWE may reject as non-compliant any PQQ Submission that is not properly completed, that is qualified in any way, or that is not submitted strictly in accordance with the requirements of this PQQ.

1. Qualification Approach
   1. This Section 4 of the PQQ sets out the process that AWE will use to assess PQQ Submissions and explains the staged approach to the assessment.
   2. AWE reserves the right to re-order or run any of the PQQ evaluation stages in parallel.
   3. Stage 1 – Preliminary completeness stage
   4. The PQQ Submission will be checked for completeness before being assessed.
   5. AWE may request that the Candidate clarifies their PQQ Submission in accordance with paragraph 4.14. AWE reserves the right to exclude Candidates whose PQQ Submissions are incomplete. Further details regarding the clarification process are given at paragraph 4.14.
   6. Stage 2 – Mandatory / discretionary exclusion
   7. Responses to the questions in Part 2 (Exclusion Grounds) will be assessed on a Pass/Fail basis, as follows:
      1. where a Candidate answers 'Yes' to any of the questions within Section 2.1 of the PQQ (Grounds for Mandatory Exclusion), except where AWE deems Regulation 23(2) to be applicable, the question will be marked as a 'Fail' and the PQQ Submission will be excluded from the Procurement. Where a Candidate answers ‘No’ to any of the questions within Section 2.1 of the PQQ, the question will be marked as a ‘Pass’; and
      2. where a Candidate answers 'Yes' to any of the questions within Section 3.1 of the PQQ (Grounds for Discretionary Exclusion), the question may be marked as a 'Fail' and the PQQ Submission may be excluded from the Procurement. Where a Candidate answers ‘No’ to any of the questions within Section 3.1 of the PQQ, the question will be marked as a ‘Pass’.
   8. AWE’s decision on whether to exclude a Candidate following the assessment of responses to the questions in Part 2 (Exclusion Grounds) shall be final.
   9. Stage 3 – Selection questions assessment
   10. For Candidates that have passed Stage 1 and Stage 2, AWE will assess responses provided to the questions in Part 3 (Selection Questions) in accordance with the evaluation criteria and guidance in Section 5.
   11. Following the assessment of Candidates' PQQ Submissions, a minimum of three candidates will be invited to tender. Candidates that have passed all relevant sections of the PQQ will be notified in writing that they have successfully reached the next stage of the Procurement and will be invited to submit a tender.
   12. Following the assessment of Candidates' PQQ Submissions, a shortlist of Candidates that have passed all relevant sections of the PQQ will be notified in writing that they have successfully reached the next stage of the Procurement and will be invited to submit a tender.
   13. Those Candidates who are unsuccessful at this stage will be notified in writing by AWE.
   14. Clarifications
   15. Following receipt and initial review of each Candidate’s PQQ Submission, AWE may need to seek clarifications from Candidates where information submitted appears to be incomplete or erroneous.
   16. In these circumstances, AWE reserves the right to request the Candidate to submit, supplement, clarify or complete the information or documentation provided with the PQQ Submission. AWE will make the request via the AWE Procurement Mailbox.
   17. Where AWE makes a request to a specific Candidate for any such additional information or points of clarification, a Candidate will have two (2) working days to provide the documentation by the medium requested (preference will always be to submit via email to the AWE Procurement Mailbox). Any such clarification received shall then be added to that Candidate's response for the purposes of the assessment. Where the information is incomplete, inaccurate, or clarifications have not been forthcoming, and the resulting gaps are material and make it impossible to carry out the assessment according to the stated methodology, AWE may determine that these are grounds for the Candidate to be rejected from the Procurement. Where a Candidate asks for a longer period than two (2) working days this will be considered by AWE in light of the reasons given; and AWE may grant a longer period if it considers that this is reasonable and is in accordance with the DSPCR 2011.
2. PQQ Evaluation Criteria AND Weighting
   1. This section of the PQQ sets out the criteria that AWE will use to evaluate PQQ Submissions.
   2. Selection Criteria and Weightings
   3. Unless otherwise stated in this PQQ, the following criteria types shall be used as follows:
      1. Pass/Fail – Candidates must achieve a 'Pass' for each of these questions. Candidates who do not meet the set minimum 'Pass' requirement will be excluded from the Procurement.
      2. For information only – used to gather general information about the Candidate but not scored. **However, a response is required.**
      3. Scored – scored in accordance with the assessment criteria contained within the scoring matrices provided within the relevant questions in Appendix 4.

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| **PQQ Section** | **PQQ Question** | **Criteria type** | **Weighting**  **(where applicable)** | **The minimum 'Pass' requirement (where applicable).** |
| **Part 1 – Potential Supplier Information** | | | | |
| 1 – Potential Supplier Information, Bidding Model and Declaration | 1.1  to 1.2 | For information only | N/A | Completion of all fields |
| **Part 2 – Exclusion Grounds** | | | | |
| 2 - Mandatory Exclusions | 2.1 | Pass/Fail | N/A | See paragraph 4.6 above for detailed methodology. |
| 3.1 – Discretionary Exclusions | 3.1 | Pass/Fail | N/A | See paragraph 4.6 above for detailed methodology. |
| 3.2 – Modern Slavery | 3.2 | Pass/Fail | N/A | A Candidate will 'Pass' if it:  (i) selects "Yes" to Question 3.2(a) and 3.2(b) to confirm that it is a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015 and is compliant with the annual reporting guidelines contained within section 54 of that Act and it is willing to provide a website URL address link to its organisation's website showing its statement. Candidates must provide an externally accessible URL. If a Candidate does not have a website, it will 'Pass' if it is willing to provide a copy of its Slavery and Human Trafficking statement upon request; or.  (ii) selects "Yes" to Question 3.2(a) and “No” to Question 3.2(b) but provides an explanation acceptable to AWE to explain why it does not comply with the relevant requirements.  (iii) selects “No” to Question 3.2(a).  A Candidate will ‘Fail’ if it selects “Yes” to Question 3.2(a) and "No" to Question 3.2(b) and does not provide an explanation acceptable to AWE to explain why it does not comply with the relevant requirements. |
| **Part 3 – Selection Questions** | | | | |
| 4 – Economic and Financial Standing | 4.1  to 4.3 | Pass/Fail | N/A | Details of the economic and financial standing evaluation criteria are set out at Appendix 5 to this PQQ. |
| 5 - Technical and Professional Ability | 5.1  to 5.2 | Scored | 25% | See questions for criteria and scoring mechanism.  If a Candidate is unable to provide at least one example of a contract that is relevant to AWE's requirement under Question 5.1, the Candidate must respond to Question 5.2 and detail its relevant experience. |
| 6 - Cyber Security | 6.1 to 6.2 | Pass/ Fail | N/A | See questions for criteria and scoring mechanism |
| 7 - Project Specific Questions to assess Quality | 7.1a or 7.1b | Scored | 25% | See questions for criteria and scoring mechanism  **A failure to score 3 marks or above for Question 7.1b will result in disqualification of the Candidate from the Procurement and its PQQ Submission will not be evaluated further**.  Candidates should note that the successful supplier will be required to meet and maintain a Quality Management System that meets BS EN ISO 9001 (or UKAS/ IAF equivalent) or an equivalent standard by contract commencement and maintain it during the term of the contract. |
| 8 - Project Specific Questions to assess Environmental Management | 8.1a, b or c | Scored | 10% | See questions for criteria and scoring mechanism |
| 9 - Project Specific Questions to assess Environmental Performance | 9.1 | Scored | 5% | See questions for criteria and scoring mechanism |
| 10 - Project Specific Questions to assess Suppliers | 10.1 | Scored | 2.5% | See questions for criteria and scoring mechanism |
| 10.2 | Scored | 5% |
| 11 - Project Specific Questions to assess Sustainability | 11.1 | Scored | 2.5% | See questions for criteria and scoring mechanism |
| 12 – Project Specific Questions to assess On-Site Health and Safety | 12.1a, 12.1b(i) or 12.1(b)(ii) | Scored | 10% | See questions for criteria and scoring mechanism  **A failure to score 3 marks or above for any of the following Questions: 12.1a, 12.1b(ii), 12.2 or 12.3, will result in disqualification of the Candidate from the Procurement and its PQQ Submission will not be evaluated further**. |
| 12.2 | Scored | 5% |
| 12.3 | Scored | 5% |
| 12.4 | Scored | 5% |
| 13 – Questions to assess technical capability | 13.1 to 13.4 | Pass/Fail | N/A | See questions for criteria and scoring mechanism |
| 14 - Project Specific Questions – for information only | 14.1 to 14.2 | For information only | N/A | For information only |

* 1. The weighted score for each scored question will be calculated using the following formula:

*"Score achieved/maximum achievable score x weighting = weighted score"*

For example, if a Candidate scores 7 out of 10 for question 9.1, then the formula will apply as follows:

7 (score achieved) / 10 (maximum achievable score) x 5 (weighting % for question 9.1) = 3.5 weighted score for question 9.1.

* 1. Responses to each of the scored questions will be evaluated using this same formula and will then be added together to give the total weighted score achieved for the Candidate.
  2. The first ranked Candidate will be the one that achieves the highest total weighted score. The remaining Candidates will be ranked accordingly.



1. Definitions

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| --- | --- |
| **Defined Term** | **Definition** |
| **"Advisory Team"** | means the team appointed to advise AWE in respect of the Procurement, including (but not limited to) the team set out in Clause 15 of the Conditions of Procurement. |
| **“AWE”** | means AWE plc of AWE Aldermaston, Reading, Berkshire, RG7 4PR, United Kingdom (Company number 02763902). |
| **“AWE Procurement Mailbox”** | means aweprocurement@awe.co.uk or such other email address as AWE may specify from time to time. |
| **"Bidder"** | means a Prime Contractor, Joint Venture or Consortium that submits or is invited to submit a Tender Submission. |
| **"Candidate"** | means a Prime Contractor, Joint Venture or Consortium. |
| **"Change of Ownership"** | means a change to the structure, control, composition or ownership of a Candidate and/or one or more of its Members, or a change to the membership of a Candidate which is a Consortium, Joint Venture or other such similar group, or a change in one or more of the Key Sub-contractors in the supply chain of a Candidate. |
| **"Conditions of Procurement"** | means the conditions of procurement in Appendix 2 of this PQQ. |
| **"Confidential Information"** | means:   * the contents of the Procurement Documents; * any answers provided by AWE to any questions asked by a Candidate in relation to the procurement documents or in connection with any other aspect of the Procurement; * all information which has either been designated as confidential by AWE in writing or that ought to be considered confidential including commercially sensitive information; * information which relates to the business and affairs of AWE (and its suppliers, service providers, agents, professional advisers and representatives); and * all information which the Candidate receives or obtains as a result of its involvement in the Procurement. |
| **"Confidentiality Agreement"** | means the confidentiality agreement each Candidate will have signed and returned in order to access the Procurement Documents issued by AWE at the same time as the Contract Notice. |
| **"Consortium"** | means an association of two or more organisations joining together for the purposes of expressing an interest in taking part in the Procurement or taking part by submitting an PQQ Submission and who have not formed a legal entity at this point in the Procurement, and Consortia shall be construed accordingly. |
| **"Contract Notice"** | means the contract notice with reference **[   2023/S 000-004045 ]** published on 09/02/2023 on the UK e-notification service (Find a Tender). |
| **"Contract"** | means the contract to be entered into by AWE with the Preferred Bidder. |
| **"Data Protection Legislation"** | (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy. |
| **"Data Subject"** | has the meaning given to it in the GDPR. |
| **“DSP”** | means the Defence Sourcing Portal |
| **"Defence and Security Public Contracts Regulations 2011" or "DSPCR 2011"** | means the Defence and Security Public Contracts Regulations 2011 (SI 2011 No. 1848) as amended, and any such successor legislation which may follow. |
| **"Economic Operator"** | has the meaning given to it in Regulation 5(1) of the Defence and Security Public Contracts Regulations 2011. The term Candidate is used instead of Economic Operator but has the same meaning. |
| **"GDPR"** | means the General Data Protection Regulation ((EU) 2016/679). |
| **“ITAR”** | means the International Traffic in Arms Regulations |
| **“ITT”** | means the invitation to tender that will be issued by AWE in respect of the Procurement. |
| **"Joint Venture"** | means an association of two or more organisations joining together for the purposes of expressing an interest in taking part in the Procurement or taking part by submitting an PQQ Submission, whether or not that association has already formed or intends to form a legal entity. |
| **"Key Sub-contractor"** | means a sub-contractor relied on by the Candidate to satisfy any of the selection criteria within this PQQ. |
| **"Member"** | means those persons, firms or companies that are considered to form part of a Candidate as identified in the PQQ Submission. In the case of a Candidate that is a Consortium, Joint Venture or other such group, "Member" means any one, more or all of members of the Consortium, Joint Venture or other such group. In the case of a Candidate that is a Prime Contractor and which has a nominated supply chain, "Member" means (or also means, in the case of a Candidate that is a Consortium, Joint Venture or other such group which has a nominated supply chain) any one, more or all of the Key Sub-contractors in the supply chain. For the purposes of this definition, the Candidate's ultimate parent company is considered to be a Member. |
| **"Party"** | means either AWE or a Candidate, and Parties shall be construed accordingly. |
| **"Personal Data Breach"** | has the meaning given to it in the GDPR. |
| **"Personal Data"** | has the meaning given to it in the GDPR. |
| **"PQQ"** | means this pre-qualification questionnaire issued by AWE in respect of the Procurement. |
| **"PQQ Submission"** | means a submission made by a Candidate to AWE in response to this PQQ. |
| **"Preferred Bidder"** | means the Bidder selected as providing the most economically advantageous tender following AWE’s assessment of the Tender Submissions. |
| **"Prime Contractor"** | means a Candidate which comprises a single lead organisation (person, firm, or company) that has expressed an interest in taking part in the Procurement or that does take part by submitting an PQQ Submission. |
| **"Procurement Documents"** | means at this PQQ stage of the Procurement, any one, more or all of the procurement documents issued by AWE including (but not limited to) this PQQ. This definition shall be updated at later stages of the Procurement. Procurement Documents may also be referred to in the singular to denote one of these documents. |
| **"Procurement"** | means this Restricted Procedure procurement process. |
| **"Public Contracts Regulations 2015" or "PCR 2015"** | means the Public Contracts Regulations 2015 (SI 2015 No. 102) as amended, and any such successor legislation which may follow. |
| **"Related Organisation"** | means all entities on which the Candidate is seeking to rely on to meet the selection criteria. For example, these could be parent companies, affiliates, associates or Members (including Key Sub-contractors) and/or financial institutions providing a guarantee. |
| **"Sub-contractor"** | means a person or business that a Candidate proposes to use in performing the Contract, but who is not a Key Sub-contractor. |
| **"Tender Submission"** | means a submission made by a Bidder to AWE in response to the Invitation to Tender that will be issued by AWE. |



1. Conditions of Procurement
2. Introduction
   1. In addition to regulating the conduct of Candidates and AWE throughout the Procurement, these Conditions of Procurement grant AWE specific rights and limit its liability.
   2. Whilst the information in the Procurement Documents is believed to be correct at the time of issue, neither AWE nor its advisors accept any liability for its accuracy, adequacy, or completeness, nor is any warrant (express or implied) given as to its accuracy, adequacy or completeness.
   3. The above exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, any of the volumes of and appendices to the Procurement Documents and in respect of any other written or oral communication transmitted or otherwise made available to any Candidate, and no representations or warranties are made in relation to such opinions, statements or conclusions.
   4. Despite the above, AWE does not exclude liability for fraud.
   5. Candidates must ensure that they read and understand all of the Procurement Documents. The Procurement Documents do not purport to provide all of the information which may be necessary or desirable to enable a Candidate to determine whether or not to respond to the PQQ or ultimately to submit a Tender Submission.
   6. Other than if AWE becomes aware of any fraudulent misrepresentation, AWE is not under, and does not assume, any obligation to update or supplement the Procurement Documents or to correct any inaccuracies or misrepresentations contained in or any omissions from the Procurement Documents, which may exist either at the date of these Conditions of Procurement or subsequently. AWE reserves the right to amend these Conditions of Procurement or any other conditions or information contained in this PQQ or subsequent documentation issued in connection with the Procurement at any time at its discretion. Any amendments to this PQQ will be issued to all Candidates via the AWE Procurement Mailbox.
   7. Any information provided to any Candidates as part of the procurement is not intended to form the basis of any investment decision and should not be considered as an investment recommendation by AWE or any of its advisers, agents and representatives.
   8. The timeframes specified in the Procurement Documents are indicative only and may be revised by AWE from time to time. If they are revised, AWE shall notify all the Candidates accordingly.
   9. Capitalised terms used in these Conditions of Procurement shall have the meanings given to them in Appendix 1.
3. CANDIDATE eligibility
   1. Candidates are reminded that the eligibility requirements in the PQQ apply to the Procurement at all times.
   2. AWE reserves the right to require Candidates to provide such further information as AWE may require (and for the avoidance of doubt, AWE may make multiple requests) as to any issue addressed in the PQQ Submission, including, but not limited to, the economic and financial standing of the Candidate (or any one, more or all of its Members as appropriate) at any stage of the Procurement and prior to the appointment of a Preferred Bidder and/or the award of Contract.
   3. AWE must be notified in writing via the AWE Procurement Mailbox promptly of any proposed changes in the information that the Bidder has provided in the PQQ Submission (including arrangements in relation to any Member) at any point before Contract conclusion so that AWE may assess whether the Bidder continues to satisfy the relevant selection requirements and should continue to qualify for participation in the Procurement. AWE reserves the right to take such action as it deems appropriate in the circumstances based on an assessment of the updated information, including (but not limited to) disqualifying the Bidder concerned from the Procurement.
4. CONFIRMATION OF INFORMATION PROVIDED
   1. In addition to the provisions of Clause 2 (Candidate Eligibility) of these Conditions of Procurement, AWE reserves the right to:
      1. undertake due diligence on the economic and financial standing of the Bidder during the competition in line with the PQQ;
      2. seek evidence at any time during the competition or with the successful Bidder, that Bidders can meet the specified requirements where the PQQ required a self-certification of compliance with the selection criteria (including the mandatory and discretionary grounds for exclusion);
      3. seek independent financial and market advice to validate information declared, or to assist in the assessment of Tender Submission responses; and
      4. require a Bidder to confirm that their PQQ Submission remains accurate at all stages of the Procurement.
5. Changes of ownership
   1. In addition to the provisions of Clause 2 (Candidate Eligibility) of these Conditions of Procurement, Candidates shall ensure that no Change of Ownership takes effect or is entered into during this Procurement without the prior written consent of AWE. AWE reserves the right to take such action as it deems appropriate in light of any proposed Change of Ownership, including to request further information in respect of any proposed Change of Ownership, to re-evaluate any PQQ Submission or Tender Submission and/or to disqualify the Bidder.
6. CANDIDATE withdrawal
   1. Candidates may withdraw from the process at any time before the deadline for any Tender Submission by providing written notification to the AWE Procurement Mailbox.
   2. In the event that a Bidder withdraws from the Procurement prior to the Tender Submission deadline, AWE reserves the right (but shall not be obliged) to invite the next highest ranked Candidate that submitted a valid PQQ Submission but which attained a score that was not sufficiently high for it to be shortlisted, to be re-instated in the Procurement and invited to submit a Tender Submission.
   3. Disqualification
   4. A Candidate that contravenes any of the terms and conditions set out in these Conditions of Procurement may, at the sole discretion of AWE, be disqualified from the Procurement.
   5. In addition to its rights set out in the other provisions of this document, AWE reserves the right to reject a PQQ Submission or Tender Submission and/or disqualify a Candidate where:
      1. a PQQ Submission or Tender Submission is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than as specified within this document or fails to meet AWE’s submission requirements which have been notified to Candidates;
      2. the Candidate meets any of the exclusion grounds and/or does not meet or no longer meets the selection criteria set out in the PQQ at any stage during the Procurement (including but not limited to where there is a change in identity, control, financial standing or other factor);
      3. the Candidate through due diligence is unable to demonstrate their financial capacity for delivery of the Contract against the PQQ financial assessment;
      4. the Candidate and/or one, more or all of its Members are guilty of material misrepresentation or false statement in relation to its PQQ Submission, Tender Submission and/or the Procurement; or
      5. the Candidate breaches the terms and conditions of the Confidentiality Agreement.
7. Involvement in multiple bids
   1. AWE reserves the right to make further enquiries where a Candidate is connected with another bid for this Procurement in order to ensure that a Candidate's involvement does not cause conflicts of interest (actual, potential or perceived), capacity problems and/or restrictions or distortions of competition. For example, AWE considers that a Candidate is connected with another bid where a Candidate submits a bid:
      1. in its own name and as a Key Sub-contractor and/or a member of a Consortium connected with a separate bid; and
      2. in its own name which is similar to a separate bid from another Candidate within its group of companies.
   2. AWE may require a Candidate to amend or withdraw all or part of a bid if, in its reasonable opinion, any of the above issues have arisen or may arise.
8. Due diligence
   1. Candidates are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to their responses and to undertake any due diligence and investigations they consider necessary in order to verify any information provided to them during this Procurement. Candidates must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the information relating to this Procurement, including the information contained in the Procurement Documents, without reliance upon any opinion or other information provided by AWE or any of their advisors. AWE will not warrant/certify any third-party information required by Candidates in formulating their Tender Submission.
   2. For the avoidance of doubt:
      1. Candidates should form their own conclusions about the methods and resources needed to meet the requirements; and
      2. AWE does not accept any responsibility for any assumptions and/or calculations made by the Candidates for their assessment of resources to be employed in meeting the requirements of the Project or for any other assumptions and/or calculations they may have drawn or will draw from any pre-procurement discussions.
9. Tender validity
   1. The Tender Submission must remain valid for acceptance for a period of 180 days from the date of the Tender Submission.
10. Costs of participation
    1. Candidates will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this entire Procurement.
    2. AWE shall not be liable to reimburse or compensate the Candidates in respect of any costs. For the avoidance of doubt, AWE shall have no liability whatsoever to Candidates for (i) any costs incurred through participation in the Procurement, including costs incurred in the preparation and submission of the PQQ Submission or Tender Submission; (ii) any costs of any amendments or changes made to the Procurement Documents or other documentation by AWE at any time, or discussions or communications and (iii) any costs or any other liability in respect of the cancellation of the procurement process for any reason howsoever arising.
11. CONTACT AND COMMUNICATION
    1. Unless expressly specified otherwise, AWE's named contact point at 2.22 is the sole and central point of contact for Candidates in the Procurement and in connection with this PQQ. Candidates must communicate solely in the manner specified in this PQQ.
12. Confidentiality
    1. Save to the extent made publicly available by AWE, the information in this PQQ is made available on the condition that it is treated as confidential by the Candidate and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a bid or submission to be made (for example disclosure by a Candidate to its insurers who are directly involved in the bid provided that such person has given an undertaking at the time of receipt of the relevant information (and for the benefit of AWE) to keep such information confidential.
    2. Any information provided by AWE to each Candidate at any point during the Procurement, including the information contained within this PQQ, any other information provided to Candidates whether via the AWE Procurement Mailbox, orally or in writing during the Procurement (including any Procurement Document issued by AWE), and any information acquired by the Candidate through its participation in the Procurement, evaluation and any meetings with AWE, is made available on condition that it is treated as confidential by each Candidate and its advisers (except where it is already in the public domain). Candidates must ensure that such information is not disclosed to any other person at any time except and to the extent that this is necessary to enable a bid to be made.
    3. AWE is subject to control and reporting requirements within Government. In particular AWE is required to report to various government bodies including but not limited to the Ministry of Defence, the Cabinet Office, HM Treasury and the National Audit Office in relation to expenditure and procurement. AWE reserves its absolute right to share within Government any of the documentation/information submitted by Candidates during this Procurement.
    4. Where required, AWE will disclose on a confidential basis any information it receives from Candidates during the Procurement to any third party engaged by AWE for the specific purpose of evaluating or assisting AWE in evaluating the Candidate’s PQQ Submission or Tender Submission. In providing such information the Candidate consents to such disclosure.
    5. All Confidential Information must be kept secret and confidential, as per the terms of the Confidentiality Agreement signed by the Candidate.

For the avoidance of doubt, the rules in relation to confidentiality are as set out in the Confidentiality Agreement.

Candidates are reminded that their participation in the Procurement is conditional upon the Candidate’s continued compliance with the Confidentiality Agreement and the terms of these Conditions of Procurement.

1. Freedom of Information and environmental information
   1. AWE is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to AWE may be disclosed in response to a request made pursuant to the FOIA or the EIR.
   2. In respect of any information submitted by a Candidate that it considers being commercially sensitive, the Candidate should:
      1. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix 3;
      2. explain the potential implications of disclosure of such information; and
      3. provide an estimate of the period of time for which the Candidate considers that such information will remain commercially sensitive.
   3. AWE will endeavour to:
      1. hold confidential all information submitted by a Candidate that it identifies as being commercially sensitive; and
      2. consult with a Candidate about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
   4. Candidates should note, however, that the final decision on any FOIA request and EIR request rests with the relevant public body, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, AWE will be obliged to disclose that information in response to a request. Accordingly, AWE cannot guarantee that any information marked "commercially sensitive" will not be disclosed.
2. Intellectual Property
   1. Candidates are reminded that all intellectual property rights, including copyright, in the Procurement Documents and any other documents and materials supplied by AWE and/or its advisers in this Procurement, in whatever format, belongs to AWE, its Advisory Team or the relevant owner/licensor. Candidates shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a PQQ Submission or Tender Submission) without the prior written consent of AWE. All documentation supplied by AWE in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by the Candidates.
3. Publicity
   1. Candidates should not make available to the press, or in any other way make public, any information in relation to the Procurement and/or the Contract, the selection of the long or short list of Candidates, the appointment of the Preferred Bidder, the award of the Contract or the Procurement in general without the prior written consent of AWE. Under no circumstances should Candidates confirm to any third party their participation in this Procurement or confirm any decision in relation to the award of the Contract without AWE’s specific written consent.
   2. AWE reserves the right to publicise or otherwise disclose to any third party, information in relation to the Procurement and/or the Project, the selection of the long or short list of Candidates (including details of their respective Members, sub-contractors, representatives, advisers, consultants, servants or agents), the Procurement in general or the award of the Contract at any time.
4. Conflict of interest
   1. The purpose of this Clause 15 of these Conditions of Procurement is to define the rules to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Procurement.
   2. The rules described in this Clause 15 are intended to avoid any conflicts of interest which would lead to a distortion of competition and to ensure equal treatment of all Candidates in line with AWE’s obligations to as set out in the DSPCR 2011 (Regulation 5).
   3. From a procurement law perspective, the concept of conflicts of interest is wide. By analogy, in the PCR 2015 it is described as covering at least "any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure" (Regulation 24(2) of the PCR 2015)."Staff members" refers to staff members of AWE or of a procurement service provider acting on behalf of AWE who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. "Procurement service provider" refers to a public or private body which offers ancillary purchasing activities on the market.
   4. For illustration purposes and to offer guidance to Candidates who may wish to participate in this Procurement, AWE will regard a conflict of interest arising where:
      1. a staff member from a Candidate and/or one of its sub-contractors is also an adviser to AWE; or
      2. an adviser, agent or sub-contractor to the Candidate in relation to the Procurement has previously been an adviser to AWE in relation to the Procurement and/or the Project, including in relation to the preparation of documents or information relating to the Procurement and/or the Project; or
      3. an adviser, agent, or sub-contractor to a Candidate has previously been an advisor to any other Candidate or Member of any other Candidate in respect of the Project.

For the avoidance of doubt, the list of situations in this Clause 15.4 is non-exhaustive.

* 1. AWE has different types of advisor staff for this stage in the Procurement, including its Procurement advisers, Efficio Limited.
  2. Candidates (or any one or more of their Members) are responsible for ensuring that no actual, potential or perceived conflicts of interest exist between themselves and AWE or its Advisory Team. Candidates must notify AWE immediately of any actual, potential or perceived conflict of interest.
  3. In the event of any actual, potential or perceived conflict of interest, AWE shall in its absolute discretion decide on the appropriate course of action. AWE reserves the right to:
     1. disqualify Candidates where the Candidate fails to notify AWE that there is an actual, potential or perceived conflict of interest or where an actual conflict of interest exists;
     2. request further information from Candidates and require Candidates to put certain measures in place. This may include requiring Candidates to enter into a specific conflict of interest agreement with AWE.
  4. AWE strongly encourages Candidates to contact AWE as soon as possible using the AWE Procurement Mailbox should it have any concerns regarding actual, potential or perceived conflicts of interest.

1. Canvassing and Non‑Collusion
   1. Any attempt by any Candidate (or any one or more of its Members), its advisers or agents to:
      1. directly or indirectly canvass AWE, its Advisory Team or agent in relation to the Procurement;
      2. obtain information on another Candidate or another Tender Submission from any employees of AWE, its Advisory Team or agent;
      3. offer, give or agree to give any gift, inducement, fee or reward to any member, employee, agent or advisor of AWE;
      4. do anything which would constitute an offence under the Bribery Act 2010;
      5. collude with any other person in order to influence the Procurement;
      6. contact any employee, agent or advisor of AWE about any aspect of the Procurement except as authorised in the Procurement Documents, including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Candidate of such employee for the purpose of the Procurement or for soliciting information in connection with the Procurement;
      7. fix or adjust the amount or content of any Tender Submission in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed Member of the Candidate, or a supplier, adviser or provider of finance to the Candidate;
      8. communicate to any person other than AWE, or seek or obtain from such other person, information about the amount or content of any Tender Submission, other than in good faith to obtain quotations for supplies, services or finance;
      9. enter into any agreement or arrangement with any other Candidate to fix or adjust the form, content or amount of any Tender Submission;
      10. enter into any agreement or arrangement with any other Candidate that will result in such other Candidate refraining from submitting any Tender Submission;
      11. cause or induce any person to enter any such agreement or to inform the Candidate of its Tender Submission and their contents;
      12. obtain details of the Tender Submission of another Candidate;
      13. carry out any other co-operation or collusion with another Candidate or any other person which AWE considers capable of undermining fair competition;
      14. communicate to any person other than AWE the contents of any Tender Submission except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of any Tender Submission (for example, for insurance or a guarantee); or
      15. disclose to any person other than AWE and except as permitted by the Procurement Documents the whole or any part or any details of the Procurement,

may result in a Candidate being disqualified from the Procurement, without prejudice to any other civil or legal remedies available to AWE and without prejudice to any criminal liability that such conduct by a Candidate may attract.

1. Solicitation
   1. Candidates are required to undertake that during the Procurement and for a period of six months after the award of the Contract they will not solicit the AWE's Key Personnel with a view to offering them work or employment. The identity of the Key Personnel is defined in the Procurement Documents and any subsequent changes in the composition of the Key Personnel will be notified in writing by AWE.
2. VARIANTS
   1. AWE does not authorise or accept the submission of variants.
3. Anti-Competitive Behaviour
   1. Candidates are reminded of their obligations under applicable competition laws. AWE may require evidence from Candidates that their arrangements are not anti-competitive. AWE reserves the right to require Candidates to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
   2. Any evidence of any anti-competitive behaviour may result in Candidates being disqualified from the Procurement.
4. Right to cancel or vary the PROCUREMENT
   1. Neither the issue of these Conditions of Procurement nor any information given later on in the Procurement Documents or otherwise as part of the Procurement commits AWE to accept any Tender Submission and/or award any contract pursuant to this Procurement and/or constitutes an offer to enter into a contractual relationship.
   2. AWE may in its sole discretion at any time terminate discussions and/or negotiations with any one or more Candidates and/or to discontinue this competition.
   3. AWE reserves the right:
      1. to cancel the Procurement process and assessment process at any stage;
      2. to rewind and re-run any part of the Procurement;
      3. to request further information from Candidates in relation to their PQQ Submission and/or any Tender Submission;
      4. to amend the Conditions of Procurement; and/or
      5. not to award any or any one or more contracts as a result of the Procurement.
   4. AWE may refrain from considering any PQQ Submission or any Tender Submission if it is not in accordance with the requirements and conditions set out in the relevant instructions and requirements.
   5. AWE may issue to Candidates by way of addenda amendments and additions to the Procurement Documents.
5. Data Protection
   1. With respect to Personal Data provided by one party to another party for which each party acts as a data controller but which is not under the joint control of the parties ("**Independent Controller**"), each party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as a data controller.
   2. Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other party to be in breach of it.
   3. Where a Party has provided Personal Data to the other Party pursuant to the Procurement, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other party may reasonably require.
   4. The Parties shall be responsible for their own compliance with Articles 13 and 14 of the GDPR in respect of the processing of personal data for the purposes of the Procurement.
   5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as an Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
   6. A Party processing Personal Data for the purposes of the Procurement shall maintain a record of its processing activities in accordance with Article 30 of the GDPR and shall make the record available to the other Party upon reasonable request.
   7. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Procurement ("Request Recipient"):
      1. the other Party shall provide promptly, and in any event within three (3) working days, any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
      2. where the request or correspondence is directed to the other Party and/or relates to that other Party's processing of the Personal Data, the Request Recipient will:
         1. promptly, and in any event within five working days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
         2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
   8. Each Party shall notify promptly, and in any event within 48 hours, the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Procurement and shall:
      1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
      2. implement any measures necessary to restore the security of any compromised Personal Data;
      3. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
      4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by law.
   9. Personal Data provided by one Party to the other Party may be used exclusively in relation to the Procurement.
   10. Personal Data shall not be retained or processed for longer than is necessary and in any event shall be deleted on conclusion of the Procurement or the Bidder's elimination from it, whichever is sooner.
   11. The Candidate shall indemnify and keep indemnified and hold harmless AWE from and against all damages, liabilities, demands, costs, expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, legal and other professional fees, cost and expenses, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation)) suffered or incurred by AWE arising out of or in connection with any act or omission by the Candidate or a Member or any of their staff or agents in connection with this Clause 21.
6. Third Parties
   1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.
7. Applicable law
   1. The law of England is applicable to this Procurement.
   2. The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.
8. CONTRACT
   1. A Tender Submission is an offer to enter into a Contract on the terms of the contents of the bid. Notification of an award decision does not constitute acceptance by AWE. Any document submitted by a Bidder shall only have contractual effect when it is contained within an executed written Contract.
9. CANDIDATE warranties
   1. In submitting a PQQ Submission, the Candidate warrants, represents and undertakes to AWE that:
      1. it understands and has complied with the conditions set out in this PQQ;
      2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to AWE by the Candidate, its staff or agents in connection with or arising out of the PQQ are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the PQQ;
      3. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the PQQ and has not submitted its PQQ in reliance upon any information, representation or assumption which may have been made by or on behalf of AWE (with the exception of any information which is expressly warranted by AWE); and
      4. it has full power and authority to respond to this PQQ and to perform the obligations in relation to the Contract and will, if requested, promptly produce evidence of such to AWE.
10. COMMERCIALLY SENSITIVE INFORMATION

Candidates must notify AWE using the template below of any information that they have submitted in their PQQ Submission which they consider to be eligible for exemption from disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

In respect of any information submitted by a Candidate that it considers being commercially sensitive, the Candidate should:

* clearly identify which information is considered commercially sensitive;
* explain the potential implications of disclosure of such information; and
* provide an estimate of the period of time for which the Candidate considers that such information will remain commercially sensitive.

Candidates should refer to Condition 12 of the Conditions of Procurement in Appendix 2 of this PQQ in relation to information considered by the Candidate to be eligible for exemption from disclosure under the FOIA/EIR.

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| Information Title | Reasons for Exemption/Exception | Additional and Supporting Information |
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1. questionnaire

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection criteria must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 1.1** | **Potential supplier information**  **For information only** | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(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) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-2)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[2]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.  (Please enter N/A if not applicable)  Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them. |  |
| 1.1(o) | 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) |  |
| 1.1(p) | 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) |  |

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

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| **Section 1.2** | **Bidding model** | | **For information only** |
| Question number | Question | Response | |
| 1.2(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 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  | |
| 1.2(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. |  | |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ | |
| 1.2(b) - (ii) | If you responded yes to 1.2(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 |  |  |  |  |  | | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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.

I understand that AWE may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

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| **Section 1.3** | **Contact details and declaration** | |
| **Question number** | **Question** | **Response** |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection criteria must complete and submit the Part 1 and Part 2 self-declaration.

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| **Section 2** | **Grounds for mandatory exclusion – Pass/Fail**  IMPORTANT NOTICE: The criteria in this section are grounds for mandatory exclusion under Regulation 23(1) of the DSPCR and are therefore Pass/Fail questions as AWE may be required to exclude you from participating in this procurement unless Regulation 23(2) is deemed by AWE to apply.  In accordance with Regulation 23(2) AWE may allow a potential supplier to continue in the procurement process where the potential supplier including its directors or any other person who has powers of representation, decision or control has been convicted of any offence described in 2.1 if it is satisfied that there are overriding requirements in the general interest which justify doing so in relation to that potential supplier.  If you answer "Yes" to any question this will be considered a ‘Fail’ except where AWE deems Regulation 23(2) to be applicable.  If you answer “Yes”, please set out (in a separate Annex) full details of the relevant conviction. If you answer "No" but wish to provide any information relevant to this question, please provide the information in a separate Annex and make it clear that it relates to this question. | |
| Question number | Question | Response |
| 2.1 | Grounds for mandatory exclusion – please indicate if you, your organisation or any other person who has powers of representation, decision or control in the organisation has been convicted of any of the offences set out below. | |
| 2.1.1 (a) | Conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA. | Yes ☐  No ☐ |
| 2.1.2 (b) | Involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010. | Yes ☐  No ☐ |
| 2.1.3 (c) | Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*. | Yes ☐  No ☐ |
| 2.1.4 (d) | The offence of bribery. | Yes ☐  No ☐ |
| 2.1.5 (e) | Bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010. | Yes ☐  No ☐ |
| 2.1.6 (f) | Bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003. | Yes ☐  No ☐ |
| 2.1.7 (g) | Not used | |
| 2.1.8 (h) | Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA. | Yes ☐  No ☐ |
| 2.1.9 (i) | Money laundering within the meaning of the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007 or of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. | Yes ☐  No ☐ |
| 2.1.10 (j) | 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. | Yes ☐  No ☐ |
| 2.1.11 (k) | An offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994. | Yes ☐  No ☐ |
| 2.1.12 (l) | In Scotland, the offence of incitement to commit any of the crimes described within 2.1. | Yes ☐  No ☐ |
| 2.1.12 (m) | Any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive as defined by the law of any part of the United Kingdom or of Gibraltar. | Yes ☐  No ☐ |

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| **Section 3** | **Grounds for discretionary exclusion – Pass/Fail**  IMPORTANT NOTICE: The questions within Part 2 Section 3, Question 3.1 are grounds for discretionary exclusion under Regulation 23(4) of the DSPCR. The questions will be assessed on a discretionary Pass/Fail basis. AWE may exclude you from participating in this procurement on the basis of this response.  If you answer "Yes" to any question within Question 3.1, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by AWE in considering whether or not you will be able to proceed any further in respect of this procurement exercise. | |
| Question number | Question | Response |
| 3.1 | Grounds for discretionary exclusion – please indicate if you, your organisation or any other person who has powers of representation, decision or control in the organisation has been in any of the following situations set out below. | |
| 3.1(a) | Being an individual, is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of creditors or has made any conveyance or assignment for the benefit of creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of Section 268 of the Insolvency Act 1986, or Article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other State. | Yes ☐  No ☐ |
| 3.1 (b) | Being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate. | Yes ☐  No ☐ |
| 3.1 (c) | Being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part of the company’s business or is the subject of similar procedures under the law of any other State? | Yes ☐  No ☐ |
| 3.1(d) | Been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods. | Yes ☐  No ☐ |
| 3.1(e) | Committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract. | Yes ☐  No ☐ |
| 3.1(f) | Been told by a contracting authority, that the organisation does not possess the reliability necessary to exclude risks to the security of the United Kingdom\*.  \*Please note that under the DSPCR AWE may, on the basis of any evidence, including protected data sources, not select Candidates that do not possess the reliability necessary to exclude risks to the security of the United Kingdom. | Yes ☐  No ☐ |
| 3.1(g) | Failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of Gibraltar. | Yes ☐  No ☐ |
| 3.1(h) | Failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of Gibraltar. | Yes ☐  No ☐ |

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| **3.2** | **Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015**  **Pass/Fail** | |
| 3.2(a) | 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 ☐  No ☐ |
| 3.2(b) | If you have answered yes to question 3.2(a) 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 |

**Part 3: Selection Questions**

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| **Section 4** | **Economic and Financial Standing** **– Pass/Fail**  Where the Candidate is relying upon a third party to satisfy the criteria for economic and financial standing (e.g. a parent or group company), the accounts of the organisation being relied upon should be submitted for evaluation. If the Candidate is successful, a parent company guarantee, or equivalent may be required.  A financial assessment that is proportionate to the proposed contract will be undertaken on the Candidate’s financial status. An overall Pass / Fail judgement will be made after considering areas such as turnover, profit, net assets, liquidity, gearing and capacity. This assessment will include the parent company, where applicable. **Details of the economic and financial standing evaluation criteria are set out at Appendix 5 to this PQQ.**  An independent financial assessment obtained from a reputable credit rating organisation will be utilised as part of this process, as set out at Appendix 5 | |
|  | **Question** | **Response** |
| **4.1** | Financial information | |
| **4.1.1** | What was your overall turnover in each of the last two financial years? | Please enter the information in the following format for each year required: £………… for year ended -- /--/---- |
| **4.2** | Please provide the information indicated below | |
| **4.2.1** | A copy of your audited accounts for the most recent two years or for the period that is available if trading for less than two years. |  |
| **4.2.2** | A statement of your turnover, profit & loss account and cash flow for the most recent year of trading. |  |
| **4.2.3** | A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position. |  |
| **4.2.4** | Alternative means of demonstrating financial status if trading for less than a year. |  |
| **4.3** | Insurance | |
| **4.3.1** | Employer’s liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this must be at least £5 million. Please confirm that you have this in place.  If you do not meet this legal requirement, you will be deemed unsuccessful and will receive a ‘Fail’ score. | Yes ☐  No ☐ |
| **4.3.2** | Public Liability Insurance  Please self-certify that you already have, or can commit to obtain, prior to the commencement of the contract, public liability insurance to the value of £5,000,000 (five million pounds).  If you do not meet this contractual requirement, you will be deemed unsuccessful and will receive a ‘Fail’ score and be excluded from the Procurement. | Yes  No |
| **4.3.3** | Professional Indemnity Insurance  Please self-certify that you already have, or can commit to obtain, prior to the commencement of the contract, professional indemnity insurance to the value of £5,000,000 (five million pounds).  If you do not meet this contractual requirement, you will be deemed unsuccessful and will receive a ‘Fail’ score and be excluded from the Procurement. | Yes  No |
| **4.3.4** | Product Liability Insurance  Please self-certify that you already have, or can commit to obtain, prior to the commencement of the contract, product liability insurance to the value of £5,000,000 (five million pounds).  If you do not meet this contractual requirement, you will be deemed unsuccessful and will receive a ‘Fail’ score and be excluded from the Procurement. | Yes  No |

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| **Section 5** | **Technical and Professional Ability** | | **Response Type** | | **Criteria and Scoring Mechanism** | | **Weighting** |
| **5.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement and meet the criteria below. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples, see question 5.2. | | Written response  Page limit: 3 A4 pages  (documentary evidence is not included in page limit) | | The Candidate’s response to the question, will be assessed in accordance with the scoring matrix below | | 25% for question 5.1 or 5.2 |
|  | | **Contract 1** | | **Contract 2** | | **Contract 3** | |
| **Name of customer organisation** | |  | |  | |  | |
| **Point of contact in the organisation** | |  | |  | |  | |
| **Position in the organisation** | |  | |  | |  | |
| **E-mail address** | |  | |  | |  | |
| **Description of contract** | |  | |  | |  | |
| **Contract Start date** | |  | |  | |  | |
| **Contract completion date** | |  | |  | |  | |
| **Estimated contract value** | |  | |  | |  | |
| **With reference to the above contracts, in no more than 3 pages of A4, please detail your experience in relation to the following:**   * Delivery of supplies to a customer where the integrity of supply and provenance of the products supplied is paramount. * Establishing and working with extended supply chains to meet customer requirements. * Where you intend to sub-contract a proportion of the contract, how you have previously maintained healthy supply chains with your sub-contractor(s) including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). * How you dealt with sustainability issues/ risks/ opportunities/ considerations in the development of products, activities or services. This could include carbon impact, resource usage, waste generation and/or biodiversity enhancement. * How you mitigated the risk of Counterfeit, Fraudulent and Suspect Items or Services (CFSI) being deployed to the customer including approach taken by staff and supply chain to ensure such items are not supplied. * How you have previously supplied the range of products for the lot you are tendering for. * How you have provided technical support on the products supplied. | | | | | | | |

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| **5.2** | If you cannot provide at least one example for question 5.1, please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.  Please also detail your experience of the following:   * Delivery of supplies to a customer where the integrity of supply and provenance of the products supplied is paramount. * Establishing and working with extended supply chains to meet customer requirements. * Where you intend to sub-contract a proportion of the contract, how you have previously maintained healthy supply chains with your sub-contractor(s) including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). * How you dealt with sustainability issues/ risks/ opportunities/ considerations in the development of products, activities or services. This could include carbon impact, resource usage, waste generation and/or biodiversity enhancement. * How you mitigated the risk of Counterfeit, Fraudulent and Suspect Items or Services (CFSI) being deployed to the customer including approach taken by staff and supply chain to ensure such items are not supplied. * How you have previously supplied the range of products for the lot you are tendering for. * How you have provided technical support on the products supplied. | Written response  Page limit: 3 A4 pages  (documentary evidence is not included in page limit) | The Candidate’s response to the question, will be assessed in accordance with the scoring matrix below | 25% for question 5.1 or 5.2 |
|  | Responses to questions 5.1 and 5.2 will be scored on the basis of the following scoring matrix:   |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | The response provided demonstrates experience of all of the listed requirements on a similar scale and scope as required by AWE under the Procurement. | | 7 | Good | The response provided demonstrates experience of most of the listed requirements on a similar scale and scope as required by AWE under the Procurement. | | 5 | Satisfactory | The response provided demonstrates experience of some of the listed requirements on a similar scale and scope as required by AWE under the Procurement. | | 3 | Poor | The response provided demonstrates experience of some of the listed requirements but the scale and/or scope of the experience offered is not as required by AWE under the Procurement. | | 1 | Unsatisfactory | The response provided lacks experience of most of the listed requirements and the scale and/or scope of the experience offered is not as required by AWE under the Procurement. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | |

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| **Section 6** | **Technical and Professional Ability - Cyber Security** | | |  |
| **Question  number** | **Question** | **Response Type** | **Criteria and scoring mechanism** | **Weighting** |
| **Mandatory selection criterion for Cyber Security**  Candidates must meet the expected LOW Cyber Profile at or before release of Official Assets (meaning materials, information or assets issued by AWE under the Contract) and/or the Contract start date and flow down this mandatory selection criterion to any associated third parties or sub-contractors who form part of the supply chain that falls within scope.  [Cyber Security for the AWE Supply Chain V2 August 2020](https://www.awe.co.uk/app/uploads/2020/08/Cyber-Security-for-the-AWE-Supply-Chain-V2-August-2020.pdf) | | | |  |
| **6.1** | Please self-certify in respect of the above that you:   * meet (or will meet by the Contract start date) and will maintain a minimum of the LOW Cyber Profile; and * implement (or will implement by the Contract start date) the OFFICIAL Control Framework,   as described in Cyber Security for the AWE Supply Chain, both in respect of yourselves or any associated third parties or sub-contractors who have access to any Official Assets and/or deliver or support of the requirement and please explain any variances from the expected control measures described.  If you answer ‘Yes’ to this question, please provide details to evidence your response.  If you answer ‘No’ to this question, please detail the reasons for the non-compliance and set out the date by which you or any associated third parties or sub-contractors will be in a position to meet the requirements. | Yes  No | Pass/ Fail  Pass – Candidate responds:   * + - * 1. ‘Yes’ and details provided to evidence the response; or         2. ‘No’ but details provided to evidence that the requirement can be met within a timescale that is acceptable to AWE.   Fail – Candidate responds:   * + - * 1. ‘Yes’ and no details provided, or details provided fail to evidence the response; or         2. ‘No’ and no details provided/ details fail to evidence that the requirement can be met within a timescale that is acceptable to AWE. | N/A |
| **6.2** | Please identify any offshore component\* or any entity which is subject to FOCI (Foreign Ownership, Control or Influence)\*\*  \* Offshore component means the delivery of any part of this Requirement (including access to Official Assets) by individuals or entities based outside the UK.  \*\* An entity is considered to be subject to FOCI if it is or may be owned by a Foreign Person; Foreign Company; or Foreign Entity; or if any Foreign Person, Foreign Company or Foreign Entity has any ability to direct or decide matters affecting the management or operations of the entity including but not limited to acting in a manner which may result in unauthorised access to Official Information or may otherwise adversely affect the performance of MoD contracts or the interests of the United Kingdom.    • “Foreign Person” is any individual other than a sole British Citizen;  • “Foreign Company” means a company that is not incorporated and registered in the UK;  • “Foreign Entity” means any legal entity (other than a Foreign Person or Foreign Company) that is not established or registered in the UK; | Written response  Page limit: 2 A4 pages  (documentary evidence is not included in page limit) | Pass/ Fail.  The information provided will be taken into account by AWE in considering whether or not a Candidate will be able to proceed any further in respect of this Procurement.  Due to the classified nature of the information applicable to the evaluation of this question, AWE is unable to specify as part of the PQQ, the offshore components or entities that currently pose an unacceptable risk to AWE.  If, when responding to this question, a Candidate includes information that does not pose an unacceptable risk to AWE, the Candidate will be scored as a ‘Pass’.  If, when responding to this question, a Candidate includes information that does pose an unacceptable risk to AWE, AWE will contact the Candidate to determine if an alternative delivery method can be identified. If no alternative delivery method can be identified, the Candidate will be scored as a ‘Fail’. | N/A |

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| **Section 7** | | **Project Specific Questions to assess Quality** | | | | |
| **Question Number** | | **Question** | **Response type** | **Criteria and scoring mechanism** | | **Weighting (%)** |
| **7.1a** | | All Suppliers appointed to the Contract shall maintain a Quality Management System that is compliant to the latest edition of BS EN ISO 9001 or equivalent, and which has been certificated by a United Kingdom Accreditation Service (UKAS), accredited certification body or internationally accepted equivalent, as defined by the [International Accreditation Forum (IAF)](https://iaf.nu/en/accreditation-bodies/). Please confirm that you currently hold the relevant standard and have attached the appropriate certificate. If your answer to this question is “No”, please answer Question 7.1b. | Yes  No  Evidence attached | The Candidate confirms “yes” to the question and provides evidence to support the response, which equates to an automatic PASS (10 Marks); | | 25% for question 7.1a or 7.1b |
| **7.1b** | | If you have answered “No” to 7.1a please provide a detailed response, including documentary evidence, which clearly demonstrates how you will (if successful) be able to meet and maintain a Quality Management System that meets an equivalent standard to BS EN ISO 9001 (or UKAS/ IAF equivalent) by contract commencement, with reference to the following (as applicable to the Candidate):   * Quality policy * Organisational roles, responsibilities and authorities * Actions to address risks and opportunities * Quality objectives & planning to achieve them * Resources * Measurement traceability * Competence * Control of documented information * Operational planning and control (e.g. router, works traveller, job card) * Review of the requirements for products and services * Design and development of products and services * Control of externally provided processes, products and services * Control of production & service provision (e.g. inspection & test plan/quality management plan/quality control plan) * Control of changes (e.g. design, project controls, part version control) * Release of products and services * Control of non-conforming output * Performance evaluation * Internal audit * Management review * Nonconformity and corrective action * Where the equivalent standard is not currently in place, please provide a timeline to demonstrate how the equivalent standard will be in place by contract commencement. | Written response  Page limit: 4 A4 pages  (documentary evidence is not included in page limit) | The Candidate responds “no” to question 7.1a. and provides an answer to 7.1b, which will be assessed in accordance with the scoring matrix below.  **A failure to score 3 marks or higher for Question 7.1b will result in disqualification of the Candidate from the Procurement and its PQQ Submission will not be evaluated further**.  Candidates should note that the successful supplier will be required to meet and maintain a Quality Management System that meets BS EN ISO 9001 (or UKAS/ IAF equivalent) or an equivalent standard by contract commencement and maintain it during the term of the contract. | |
|  | | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | Response clearly demonstrates, with excellent detail relevant to all sub-criteria, how the Candidate is able to meet and maintain a Quality Management System that fully meets an equivalent standard to BS EN ISO 9001 (or UKAS/ IAF equivalent). | | 7 | Good | Response demonstrates, with good detail relevant to all sub-criteria, how the Candidate is able to meet and maintain a Quality Management System that meets the majority of equivalent standards to BS EN ISO 9001 (or UKAS/ IAF equivalent) but demonstrates how it will meet and maintain a Quality Management System that fully meets an equivalent standard to BS EN ISO 9001 (or UKAS/ IAF equivalent) by contract commencement. | | 5 | Satisfactory | Response demonstrates, with good detail relevant to most sub-criteria, how the Candidate is able to meet and maintain a Quality Management System that meets the majority of equivalent standards to BS EN ISO 9001 (or UKAS/ IAF equivalent) but demonstrates how it will meet and maintain a Quality Management System that fully meets an equivalent standard to BS EN ISO 9001 (or UKAS/ IAF equivalent) by contract commencement, | | 3 | Poor | Response fails to demonstrate how the Candidate is able to meet and maintain a Quality Management System that meets the majority of equivalent standards to BS EN ISO 9001 (or UKAS/ IAF equivalent). Poor detail provided for most sub-criteria referenced, and/or majority of sub-criteria not included in the response. However, the response demonstrates how the Candidate will meet and maintain a Quality Management System that fully meets an equivalent standard to BS EN ISO 9001 (or UKAS/ IAF equivalent) by contract commencement. | | 1 | Unsatisfactory | Response fails to demonstrate how the Candidate is able to meet and maintain a Quality Management System that meets the equivalent standards to BS EN ISO 9001 (or UKAS/ IAF equivalent). Poor detail provided for some or all sub-criteria referenced and does not demonstrate how it will meet and maintain a Quality Management System that fully meets an equivalent standard to BS EN ISO 9001 (or UKAS/ IAF equivalent) by contract commencement. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | |  | |

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| **Section 8** | | | **Project Specific Questions to assess Environmental Management** | | | | | |
| **Question Number** | | | **Question** | **Response type** | **Criteria and scoring mechanism** | **Weighting (%)** |
| **8.1a** | | | Do you have a certified Environmental Management System (EMS) that meets the requirements of BS EN ISO 14001 or equivalent, and which has been certificated by a United Kingdom Accreditation Service (UKAS), accredited certification body or internationally accepted equivalent, as defined by the International Accreditation Forum (IAF)?  If yes, please confirm that you currently hold the relevant standard and provide a copy of your certificate and environmental policy and confirm the date of the last third-party audit.Then progress to Question 9.1.  If your answer to this question is “No”, please answer Question 8.1b and if relevant, Question 8.1c. | Yes and evidence attached  No | The Candidate confirms “yes” to the question and provides evidence to support the response, which equates to an automatic PASS (10 Marks); OR if “no” the Tenderer/Candidate answers 8.1b if relevant, and 8.1c if not relevant. | 10% for question 8.1a, b or c |
| **8.1b** | | | If you have answered “No” to question 8.1a please provide a detailed response, including documentary evidence (which must include your environmental policy), which clearly demonstrates how you are able to meet and maintain an Environmental Management System, with reference to the following:     * Scope of EMS * Policy * Risk and opportunities, criteria for assessment * Environmental aspects * Compliance obligations * Plans to address: risk and opportunities, environmental aspects and compliance obligations * Environmental objectives * Competence training and awareness * Internal and external communications * Operational planning and control including life cycle, emergency preparedness and control * Evaluation of compliance * Internal audit * Management review * Non-conformity and corrective action | Written response  Page limit: 2 A4 pages  (documentary evidence is not included in page limit) | The Candidate’s response to the question, will be assessed in accordance with the scoring matrix below (maximum of 9 marks available). |
| **8.1c** | | | If you believe an EMS as set out in 8.1a or b above is not relevant to your business, please state why it is not relevant. | Written response  Page limit: 2 A4 pages | The Candidate’s response to the question, will be assessed as follows:  10 marks: Response clearly demonstrates that an EMS is not relevant to the Candidate’s business.  0 marks: Response does not clearly demonstrate that an EMS is not relevant to the Candidate’s business. |
|  | | | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 9 | Excellent | Response clearly demonstrates, with documentary evidence and excellent detail relevant to all sub-criteria, how the Candidate is able to meet and maintain an Environmental Management System (EMS) relative to the business of the Candidate and the subject matter of the Project. | | 7 | Good | Response demonstrates, with documentary evidence and good detail relevant to all sub-criteria, how the Candidate is able to meet and maintain an Environmental Management System (EMS) relative to the business of the Candidate and the subject matter of the Project. The response lacks detail in respect of some sub-criteria. | | 5 | Satisfactory | Response demonstrates, with documentary evidence and good detail relevant to most, but not all, sub-criteria, how the Candidate is able to meet and maintain an Environmental Management System relative to the business of the Candidate and the subject matter of the Project. The response may lack detail in respect of some of the sub-criteria referenced. | | 3 | Poor | Response fails to demonstrate how the Candidate is able to meet and maintain an Environmental Management System relative to the business of the Candidate and the subject matter of the Project. Poor detail provided for most sub-criteria referenced, and/or majority of sub-criteria not included in the response. | | 1 | Unsatisfactory | Response fails to demonstrate how the Candidate is able to meet and maintain an Environmental Management System relative to the business of the Candidate and the subject matter of the Project. Poor detail provided for all sub-criteria referenced. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | | |

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| **Section 9** | **Project Specific Question to assess Environmental Performance** | | | | | |
| **Question Number** | | | **Question** | **Response type** | **Criteria and scoring mechanism** | **Weighting (%)** |
| **9.1** | | | Has your organisation received any enforcement notices, warning letters non-compliances or prosecutions under environmental legislation within the last 3 years? If so, please provide details including date, location, summary of incident, follow up preventative measures taken and current status with the regulator. | Yes  No | The Candidate’s response to the question, will be assessed in accordance with the scoring matrix below. | 5% for question 9.1 |
|  | | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | No prosecutions, enforcement notices or warning letters. | | 7 | Good | Number and/or type of incident(s) relative to the Candidate and the subject matter of the Project are considered acceptable by AWE. Any remedial actions required have been successfully addressed and implemented to reduce the risk of reoccurrence. | | 5 | Satisfactory | Number and/or type of incident(s) relative to the Candidate and the subject matter of the Project are considered acceptable by AWE. Remedial actions are in the process of being addressed/ implemented. | | 3 | Poor | Number and/or type of incidents relative to the Candidate and the subject matter of the Project indicate poor environmental practices. AWE does not have confidence that remedial actions have/ will improve performance. | | 1 | Unsatisfactory | Number and/or type of incidents relative to the Candidate and the subject matter of the Project indicate unsatisfactory environmental practices and is of significant concern to AWE for this Procurement. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | | |

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| **Section 10** | | **Project Specific Questions to assess Sustainability Policy and Supply Chain Performance** | | | | |
| **Question Number** | | **Question** | **Response type** | **Criteria and scoring mechanism** | | **Weighting (%)** |
| **10.1** | | Do you have a Sustainability Policy in place? If yes, please provide details. | Written response  Yes and evidence attached  No | The Candidate’s response to the question, will be assessed in accordance with the scoring matrix below.. | | 2.5% for question 10.1 |
|  | | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | The response describes the sustainability policy and may include details on carbon footprint, resource usage, waste generation and biodiversity enhancement. The policy is suitable, relative to the business of the Candidate and the subject matter of the Project. The policy has been endorsed at Executive level; or  Response clearly demonstrates that a sustainability policy is not relevant to the Candidate’s business. | | 5 | Satisfactory | The response describes the sustainability policy and may include carbon impact, resource usage, waste generation and/or biodiversity enhancement. The strategy is suitable, relative to the business of the Candidate and the subject matter of the Project but lacks some detail. | | 1 | Unsatisfactory | The response confirms there is no sustainability policy (despite a policy being relevant to the Candidate’s business); or  The response describes the sustainability policy, but it is not suitable relative to the business of the Candidate and/or the subject matter of the Project. The response lacks significant detail. | | 0 | No response submitted | No response received. | | | |  | |
| **10.2** | | What arrangements does your organisation have in place for assessing the environmental and sustainability performance of your subcontractors and suppliers? | Written response  Page limit: 2 A4 pages (documentary evidence is not included in page limit) | The Candidate’s response to the question will be assessed in accordance with the scoring matrix below. | | 5% for question 10.2 |
|  | | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | Implements ISO 20400 to an “Established” level or above. Response clearly demonstrates, with evidence and excellent detail, that the Candidate is able to align its procurement activities and sub-contractor performance with its Environmental Management System (EMS) relative to the business of the Candidate and the subject matter of the Project. | | 7 | Good | Response demonstrates, with evidence and good detail, that the Candidate is able to align its procurement activities and sub-contractor performance relative to the business of the Candidate and the subject matter of the Project. i.e., Documented procedures in place, environmental criteria is specified, evidence of supplier assessment and audit. Working towards ISO 20400 (“Improving” level). | | 5 | Satisfactory | Response demonstrates, with some evidence and satisfactory detail, that the Candidate is able to align its procurement activities and sub-contractor performance relative to the business of the Candidate and the subject matter of the Project. i.e., Documented procedures in place, environmental criteria is specified, evidence of supplier assessment and audit. | | 3 | Poor | Response fails to demonstrate that the Candidate is able to align its procurement activities and sub-contractor performance with its business of the Candidate and/or the subject matter of the Project. i.e., Documented procedures in place, environmental criteria is specified, evidence of supplier assessment and audit. | | 1 | Unsatisfactory | Response fails to demonstrate how the Candidate is able to align its procurement activities and sub-contractor performance with business of the Candidate and/or the subject matter of the Project. i.e., Documented procedures in place, environmental criteria is specified, evidence of supplier assessment and audit. | | 0 | No response | No response received. | | | | |  | |

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| **Section 11** | | **Project Specific Question to assess Sustainability** | | | | |
| **Question Number** | | **Question** | | **Response type** | **Criteria and scoring mechanism** | **Question Weighting (%)** |
| **11.1** | | Please set out what commitments your organisation has made to reduce your carbon footprint and contribute towards Net Zero Carbon? | | Written response  Page limit: 2 A4 pages (documentary evidence is not included in page limit) | The Candidate’s response to the question will be assessed in accordance with the scoring matrix below. | 2.5% |
|  | | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | The organisation has publicly declared their commitment to Net Zero Carbon by 2050. Carbon reduction targets have been verified by Science Based Target Initiative (SBTi). The organisation has signed up to Race to Zero or equivalent. A carbon management plan (or equivalent) relative to the business of the Candidate is in place and progress against targets is reported annually. | | 7 | Good | The organisation has publicly declared their commitment to Net Zero Carbon by 2050. Carbon reduction targets have been developed and a carbon management plan (or equivalent) relative to the business of the Candidate is in place. Progress against the targets is reported. | | 5 | Satisfactory | A commitment has been made to reduce carbon emissions, currently developing reduction targets and a carbon management plan (or equivalent). | | 3 | Poor | No commitment to reduce carbon emissions has been made, although intention to make a commitment in the next year. | | 1 | Unsatisfactory | The response confirms there are no plans to commit to reducing carbon emissions. | | 0 | No response | No response received. | | | | |

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| **Section 12** | | **Project Specific Questions to assess Health & Safety – On Site** | | | | | |
| **Question  number** | | **Question** | **Response type** | **Criteria and scoring mechanism** | | **Weighting (%)** | |
| If you have less than 5 Employees, please answer question 12.1a and 12.2, 12.3 and 12.4. | | | | | | | |
| **12.1a** | | Please provide a detailed response, including documentary evidence, as to any policy and arrangements within your business for health and safety with reference to the following sub criteria:   * Scope * Health & Safety policy * Organisational roles, responsibilities, and authorities * Risks and opportunities and criteria for assessment * Legal & other requirements * Health & safety objectives * Competence, training & awareness * Internal & external communications * Operational planning & control * Emergency preparedness & response * Performance evaluation * Evaluation of compliance * Internal audit * Management review * Incident, non-conformity & corrective action (Includes accidents, incidents & near misses) * (where relevant) use of sub-contractors, demonstrable evidence of on-boarding, management & control | Written response  Page limit: 2 A4 pages  (documentary evidence is not included in page limit) | Scored.  The Candidate’s response to the question, will be assessed in accordance with the scoring matrix below.  **A failure to score 3 marks or above for Question 12.1a will result in disqualification of the Candidate from the Procurement and its PQQ Submission will not be evaluated further**. | | 10% for question 12.1.a or 12.1 b(i) or 12.1 b(ii) |  |
|  | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | The response provided demonstrates in excellent detail a process to manage health and safety, with reference to the sub-criteria. | | 7 | Good | The response provided demonstrates in good detail a process to manage health and safety. The policy lacks detail in respect of one of the sub-criteria but is good overall. | | 5 | Satisfactory | The response provided demonstrates in satisfactory detail a process to manage health and safety. The response lacks detail in respect of more than one of the sub-criteria but is satisfactory overall. | | 3 | Poor | The response adequately addresses health and safety and the management of risk but lacks significant detail with reference to the sub-criteria. | | 1 | Unsatisfactory | The response provided fails to demonstrate there are arrangements for managing health and safety risk with reference to the sub-criteria. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | |  | |
| If you have 5 or more employees, please answer the following question 12.1b(i) or 12.1b(ii) and 12.2, 12.3 and 12.4: | | | | | | 10% for question 12.1.a or 12.1 b(i) or 12.1 b(ii) |
| **12.1b(i)** | | Do you hold ISO 45001 or equivalent, which has been certified by a United Kingdom Accreditation Service (UKAS), accredited certification body or internationally accepted equivalent, as defined by the International Accreditation Forum (IAF)?  If yes, please confirm that you currently hold the relevant standard and have attached the appropriate certificate, including scope, as well as a copy of your last audit report. Then progress to Question 12.2.  If your answer to this question is “No”, please answer Question 12.1b(ii). | Yes and Evidence attached  No | The Candidate confirms “yes” to the question and attaches relevant evidence (10 Marks); OR if “no” the Tenderer/Candidate answers 12.1b(ii) | |
| **12.1b(ii)** | | If you have answered “no” to question 12.1b(i) please provide a detailed response, including documentary evidence, which clearly demonstrates how you are able to meet and maintain health & safety standards, with reference to the following:   * Scope * Health & Safety policy * Organisational roles, responsibilities, and authorities * Risks and opportunities and criteria for assessment * Legal & other requirements * Health & safety objectives * Competence, training & awareness * Internal & external communications * Operational planning & control * Emergency preparedness & response * Performance evaluation * Evaluation of compliance * Internal audit * Management review * Incident, non-conformity & corrective action (Includes accidents, incidents & near misses) * (Where relevant) use of sub-contractors, demonstrable evidence of on-boarding, management & control | Written response  Page limit: 4 A4 pages  (documentary evidence is not included in page limit) | The Candidate responds to the question, which will be assessed in accordance with the methodology and scoring matrix below.  **A failure to score 3 marks or above for Question 12.1b(ii) will result in disqualification of the Candidate from the Procurement and its PQQ Submission will not be evaluated further**. | |
|  | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | The response provided demonstrates a written health and safety policy setting out in excellent detail a process to manage health and safety, with reference to the sub-criteria. | | 7 | Good | The response provided demonstrates a written health and safety policy setting out in good detail a process to manage health and safety. The policy lacks detail in respect of one of the sub-criteria but is good overall. | | 5 | Satisfactory | The response provided demonstrates a written health and safety policy setting out in satisfactory detail a process to manage health and safety. The policy lacks detail in respect of more than one of the sub-criteria but is satisfactory overall. | | 3 | Poor | The response provided demonstrates a written health and safety policy which adequately addresses health and safety and the management of risk but lacks significant detail with reference to the sub-criteria. | | 1 | Unsatisfactory | The response provided fails to demonstrate there is a written health and safety policy in place to adequately address health and safety and manage risk with reference to the sub-criteria. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | |  | |  |
| **12.2** | | Please provide a detailed response, including documentary evidence, which clearly demonstrates your health and safety performance indicators, with reference to the following:   * Statistics for (i) number of fatalities; (ii) number of lost time injuries; and (iii) number of first aid cases, for each year for the last 3 years. * Details of any statutory notifiable (RIDDOR) Health and Safety accidents or incidents in the last 3 years. * Details of your current Accident Incident Rate (AIR) and RIDDOR rate. * How accident and incident investigations findings are followed up to ensure effective prevention of recurrence, including effective close out of all actions. * How incident learning is communicated to all employees and sub-contractors. * Whether your company has an intervention/near miss system and, if so, how information is gathered from this system and how data is trended and follow up actions identified. * Details, including date, location, summary of incident and follow up prevention measures taken in respect of any prosecutions, enforcement notices or warning letters under health and safety legislation that your organisation has received in the last 3 years? | Written response  Page limit: 4 A4 pages  (documentary evidence is not included in page limit) | The Candidate responds to the question, which will be assessed in accordance with the scoring matrix below.  **A failure to score 3 marks or above for Question 12.2 will result in disqualification of the Candidate from the Procurement and its PQQ Submission will not be evaluated further**. | | 5% for question 12.2 |
|  | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | Number and/or type of incident(s) relative to the size of the supplier and the subject matter and seriousness of the events are considered acceptable by AWE when assessing the health and safety performance of the supplier. The response demonstrates that all remedial actions required as a result of any incident(s) occurring have been successfully communicated, addressed and implemented to demonstrate a continuous cycle of learning and improvement. | | 7 | Good | Number and/or type of incident(s) relative to the size of the supplier and the subject matter and seriousness of the events are considered acceptable by AWE. The response demonstrates the majority of remedial actions required as a result of any incident(s) occurring have been successfully communicated, addressed and implemented to reduce the risk of reoccurrence. | | 5 | Satisfactory | Number and/or type of incident(s) relative to the size of the supplier and the subject matter and seriousness of the events are considered acceptable by AWE. The response demonstrates the majority of remedial actions required as a result of any incident(s) occurring are in the process of being addressed/ implemented. | | 3 | Poor | Number and/or type of incident(s) relative to the size of the supplier and the subject matter and seriousness of the events are considered acceptable by AWE. The response demonstrates the majority of remedial actions are not yet in the process of being addressed/ implemented. | | 1 | Unsatisfactory | Number and/or type of incident(s) relative to the size of the supplier and the subject matter and seriousness of the events is unacceptable and of significant concern.to AWE in the context of this Procurement. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | |  | |
| **12.3** | | Has your organisation had any prosecutions, received any enforcement notices, or warning letters under Health and safety legislation in the last 3 years?  If so, please provide details, including date, location, summary of incident and follow up preventative measures taken | Yes  No | Candidate confirms “no” to the question, which equates to an automatic PASS (10 Marks); OR if “yes” the Tenderer/Candidate responds to the question, which will be assessed in accordance with the scoring matrix below  **A failure to score 3 marks or above for Question 12.3 will result in disqualification of the Candidate from the Procurement and its PQQ Submission will not be evaluated further**. | | 5% for question 12.3 |
|  | |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | No prosecutions, enforcement notices or warning letters. | | 7 | Good | Number and/or type of incident(s) relative to the Candidate and the subject matter of the Project are considered acceptable by AWE. Any remedial actions required have been successfully addressed and implemented to reduce the risk of reoccurrence. | | 5 | Satisfactory | Number and/or type of incident(s) relative to the Candidate and the subject matter of the Project are considered acceptable by AWE. Remedial actions are in the process of being addressed/ implemented. | | 3 | Poor | Number and/or type of incidents relative to the Candidate and the subject matter of the Project indicate poor health and safety practices. AWE does not have confidence that remedial actions have/ will improve performance. | | 1 | Unsatisfactory | Number and/or type of incidents relative to the Candidate and the subject matter of the Project is of significant concern to AWE for this Procurement. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | | | |
| **12.4** | | Please provide a detailed response, including documentary evidence, which clearly demonstrates health and safety leadership and culture, with reference to the following:   * Examples and evidence of how your senior managers and all other employees are personally involved in health and safety management. * How your organisation promotes a positive culture towards health and safety matters. * Details of your organisation’s behavioural safety programme, if one is in place. | Written response  Page limit: 2 A4 pages  (documentary evidence is not included in page limit | The Candidate responds to the question, which will be assessed in accordance with the scoring matrix below. | | 5% for question 12.4 | |
| |  |  |  | | --- | --- | --- | | **Score** | **Summary** | **Description** | | 10 | Excellent | The response demonstrates an excellent approach to health and safety leadership with clear examples and evidence of the involvement of all staff in a very well established positive and proactive health and safety culture, which is underpinned by a behavioural safety programme. | | 7 | Good | The response demonstrates a good approach to health and safety leadership with examples and evidence of the involvement of most staff in a reasonably well established, positive and proactive health and safety culture. | | 5 | Satisfactory | The response demonstrates a satisfactory approach to health and safety leadership with examples and evidence of the involvement of some staff in a positive health and safety culture. | | 3 | Poor | The response demonstrates a poor approach to health and safety leadership with limited evidence of the involvement of staff in a positive health and safety culture. | | 1 | Unsatisfactory | The response demonstrates an unsatisfactory approach to health and safety leadership. The evidence indicates a culture and approach that is detrimental to the good management of health and safety. | | 0 | No response submitted | No response received or response is not relevant to the question. | | | | | | | | |

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| **Section 13** | **Questions to assess technical capability – Pass/Fail** | | |
| **Question  number** | **Question** | **Response Type** | **Criteria and scoring mechanism** |
| 13.1 | Please confirm the ability to supply a gas reaction chamber which can handle partial pressures (less than 100mbar) of purified hydrogen gas | Yes ☐  No ☐ | Pass/ Fail  Pass – Candidate responds:   * Yes   Fail – Candidate responds:   * No   Any further information shared will not be considered at PQQ stage; please note bidders will be asked to further evidence capability and approach to implementation at ITT stage. |
| 13.2 | Please confirm the ability to implement quartz crystal microbalance as a film thickness measurement technique | Yes ☐  No ☐ | Pass/ Fail  Pass – Candidate responds:   * Yes   Fail – Candidate responds:   * No   Any further information shared will not be considered at PQQ stage; please note bidders will be asked to further evidence capability and approach to implementation at ITT stage. |
| 13.3 | Please confirm the ability to supply a solution which performs evaporation via Electron Beam Physical Vapour Deposition (PVD) | Yes ☐  No ☐ | Pass/ Fail  Pass – Candidate responds:   * Yes   Fail – Candidate responds:   * No   Any further information shared will not be considered at PQQ stage; please note bidders will be asked to further evidence capability and approach to implementation at ITT stage. |
| 13.4 | Please confirm the ability to supply systems with a base pressure of less than 5x10-9 mbar | Yes ☐  No ☐ | Pass/ Fail  Pass – Candidate responds:   * Yes   Fail – Candidate responds:   * No   Any further information shared will not be considered at PQQ stage; please note bidders will be asked to further evidence capability and approach to implementation at ITT stage. |

|  |  |  |
| --- | --- | --- |
| **Section 14** | **Project Specific Questions – for information only** | |
| **14.1** | Are you able to supply two separate electron beam guns to facilitate co-evaporation of two materials simultaneously? | Yes ☐  No ☐ |
| **14.2** | Do you have the ability to process hydrogen to facilitate equipment testing? | Yes ☐  No ☐ |

**APPENDIX 5**

**Economic and Financial PQQ Selection Criteria**

1. **Ref Part 3 Section 4 of the PQQ Questionnaire: Economic and Financial Standing Evaluation**

Questions relating to economic and financial standing

* 1. Each Candidate must provide responses to questions PQQ 4.1 – PQQ 4.2 in order for AWE to carry out its financial assessment. If a Candidate fails to provide the requested information, AWE shall exclude the Candidate from further participation in the Procurement.

Evaluation of economic and financial standing.

* 1. AWE will use the information provided in the responses to questions PQQ 4.1 – PQQ 4.2 to assess the financial standing of each Candidate in accordance with the qualification standards set out in Figure 1 below. The resulting assessment will lead to a PASS/FAIL evaluation based on whether the Candidate has demonstrated, through meeting the qualification standards, that it has sufficient economic and financial standing to provide services of the technical scope and scale for this Procurement. Subject to paragraphs 1.3, 1.4 and 2 below, AWE reserves the right to ‘Fail’ and therefore exclude from the Procurement, a Candidate that does not meet the qualification standards set out in Figure 1 below.

* 1. Where any Candidate that is a Joint Venture or Consortium intends to rely upon the capacities of other entities within its group to satisfy the standards for economic and financial standing, it must submit the financial information of the entity being relied upon as part of the PQQ Submission. In such circumstances, AWE reserves the right to request parent company or other guarantees and/or request that the relevant entities be jointly liable for the execution of the contract.

**Figure 1: Economic and financial standing qualification standards**

| **Assessment** | **Methodology** | **Qualification standard** |
| --- | --- | --- |
| Provision of all financial information requested | AWE will review all financial information obtained from the response provided to questions PQQ 4.1-4.2, the Candidate’s accounts and the Company Watch credit rating check in order to establish a holistic view of the state of the Candidate’s financial health. | Failure to provide the financial information requested in this PQQ will result in the Candidate failing to meet this qualification standard and the Candidate will be excluded from the Procurement. |
| Turnover | AWE will review each Candidate’s turnover for the three full financial years prior to the date of this PQQ. | If the estimated annual contract value for this Procurement exceeds fifty per cent. (50%) of a Candidate’s annual turnover, the Candidate will not meet this qualification standard and the Candidate will be excluded from the Procurement. |
| Liquidity ratios | A Candidate’s current assets are divided by current liabilities to establish if there are sufficient assets to cover all of the Candidate’s liabilities as they fall due over the course of one year. | AWE requires a Candidate to have:   * a minimum current ratio of 1.0; and * a minimum acid test ratio of 0.8.   If these ratios are not met, the Candidate will not meet this qualification standard and the Candidate will be excluded from the Procurement. |
| Company Watch | Company Watch "H-Score" (an overall measure of a business' financial health – for more information, see [www.companywatch.net/analytics-insight/h-score](http://www.companywatch.net/analytics-insight/h-score)). | If a Candidate does not have a score of 20 or above, the Candidate will not meet this qualification standard and the Candidate will be excluded from the Procurement. |
|  | | |

* 1. If a Candidate meets all of the qualification standards set out in Figure 1 above it will be awarded a PASS. Subject to paragraph 1.5 below, if a Candidate does not meet one or more of the qualification standards set out in Figure 1 above, AWE may award a FAIL for this evaluation and the Candidate will be excluded from the Procurement.
  2. AWE may choose not to award a FAIL despite a Candidate not meeting a qualification standard if:
     1. the Candidate can provide a parent company guarantee that:
        1. meets the requirements set out in paragraph 2 below; and
        2. in AWE’s opinion, gives AWE sufficient comfort that the risks associated with the Candidate not meeting the qualification standard(s) will be effectively managed by the guarantee; and/or
     2. AWE considers that there are appropriate mitigating factors demonstrating that the reason(s) behind not meeting the qualification standard(s)are either:
        1. unlikely to recur; or
        2. unlikely to expose AWE to a significant degree of risk if a contract were to be awarded to AWE at the end of the Procurement.

1. **Parent company guarantees and bank guarantees**
   1. AWE may also require a parent company guarantee from a Candidate’s ultimate parent company. AWE may require this in a number of circumstances, including where:
      1. There is a failure to meet one or more of the qualification standards described at paragraph 1.2 above;
      2. The Candidate that would contract with AWE is a dormant or "shell" company for an intermediary company;
      3. The contracting entity would be a Joint Venture company, Consortium, or other special purpose vehicle; or
      4. The contracting entity otherwise:  
         1. Has no adequate financial track record that AWE is able to assess; or
         2. Lacks the financial capacity required to provide the goods/perform the services provided under this Procurement but is otherwise, in AWE’s opinion, financially sound.
   2. Where AWE require a parent company guarantee, evidence of the parent company’s ability to provide this will be requested and used to evaluate their financial capacity as per the same qualification standards set out in figure 1.
   3. The financial standing of any such parent company will be assessed in the same way as if the parent company were a Candidate.

* 1. Where a Candidatedoes not have an ultimate parent company, AWE may request a bank guarantee be obtained instead.

1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
2. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)