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INVITATION TO TENDER

TENDER INSTRUCTIONS RELATING TO

THE PROVISION OF

Data Services Sports Content (All Olympic and Paralympic Sports and Disciplines)

DATE: 19th November 2024

DEADLINE FOR RECEIPT OF TENDER: 4pm on 9th December 2024

INSTRUCTIONS

1. About UK Sport

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996. UK Sport’s mission is to work in partnership to lead sport in the UK to world-class success. UK Sport’s core responsibilities cover high performance sport and supporting sports to bid and staging of major international sporting events. UK Sport is a government agency responsible to the Department of Digital, Culture, Media & Sport and invests National Lottery and Exchequer funding in Great Britain’s best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage.

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK.

Additional general information about UK Sport can be found at <http://www.uksport.gov.uk>

1. Invitation to Tender (ITT)

UK Sport provides strategic investment to enable Great Britain's Olympic and Paralympic sports and athletes to achieve national inspiration. The Sport Intelligence Team at UK Sport wishes to be supplied with non-exclusive sports performance data with the aim of providing UK Sport, the UK Sports Institute (UKSI) and the National Governing Bodies of World Class Programme (WCPs) for Olympic and Paralympic sports with relevant data to use for analysis, manipulation, interpretation and communication to sports in order to make strategic investment decisions and to be used by sports for data centric understanding of performance. Because UK Sport shall use such data to compare all aspects of the performances of GB athletes and teams with their competitors from as far back as 1997, the breadth and depth of the data required is wide in scope. To clarify, UK Sport is seeking the supply of sports performance data from all sports competitions, not just from the Olympic and Paralympic Games (see Appendix 1b for full list).

UK Sport now invites interested organisations to submit a tender for the provision of Sports Data Services (the "**Services**”) in accordance with this ITT including the Appendices (the "**Procurement**").

An organisation submitting a tender in response to this ITT shall be referred to as a "**Tenderer**" and its submission shall be referred to as a "**Tender**". Any reference to Tenderers and Tenders shall be construed accordingly.

The Procurement will be carried out in line with the open procedure under the Public Contracts Regulations 2015 (the "**Regulations**").

UK Sport intends to award the contract for the Services (the "**Contract**") to the successful Tenderer.

Tenderers should note that UK Sport is jointly procuring this Contract under Regulation 38 of the Regulations on behalf of its wholly owned subsidiary the UK Sports Institute. For the avoidance of doubt, UK Sport will manage the Procurement, acting on its own behalf and on behalf of UKSI.

1. Structure of ITT
   1. The ITT is divided into the following sections:

* **Instructions** – this contains UK Sport’s general tendering requirements and other information on the Procurement and the evaluation criteria that Tenders will be evaluated against;
* **Specification** – this describes the minimum service/quality standards required to provide the Services (Appendix 1a) and a full list of sports and competitions (Appendix 1b);
* **Forms** – this contains the forms required to be completed and submitted with all Tenders (Appendix 2);
  + Form of Tender
  + Bona Fide Tendering Certificate
  + Declaration of Criminal convictions, Tax Affairs and Controversial Situations
  + Certificate of Insurance
  + Freedom of Information Form
  + Non-Canvassing, Non-Collusion and Non-Corruption Certificate
  + References
  + Data Protection Questionnaire
* **Checklist of documents to be returned** - This checklist sets out the documents that need to be submitted by Tenderers and the submission deadline (Appendix 3)

1. Tender Timetable and Contract Period
   1. UK Sport proposes the following timetable for the award of the Contract. This is intended as a guide and whilst UK Sport does not intend to depart from the timetable, it reserves the right to do so at any time:

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 19th November 2024 | Contract Notice published on GOV.UK Contracts Finder to interested Tenderers |
| 4pm on 22nd November 2024 | Deadline for receipt of clarification questions |
| 27th November 2024 | Deadline for UK Sport to issue responses to clarification questions |
| 4pm on 9th December 2024 | Deadline for receipt of Tenders |
| 20th December 2024 | Notification of successful tenderer/unsuccessful tenderers and standstill period |
| 6th January 2025 | Standstill period ends |
| 1st April 2025 | Contract commencement date |

1. Contract
   1. The Contract shall commence on 1st April 2025 and run until 31st March 2029, unless terminated in accordance with the terms of the Contract.
   2. It is proposed that UK Sport and the successful Tenderer will enter into a binding contract. This is a standard UK Sport contract and it will only be amended on appointment of the successful Tenderer in order to incorporate the Tenderer's commercial offer.
   3. Tenderers should note that the terms and conditions of the draft Contract are therefore not open for negotiation. By submitting a response to this ITT, Tenderers are agreeing to be bound by the terms of the tender documents and the terms and conditions of the draft Contract without negotiation or amendment. Tenders must be submitted on the basis that all terms and conditions of the Contract are accepted.
   4. Evasive, unclear, hedged or qualified Tenders may, at UK Sport's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT, and the Tenderer's Tender may be rejected as non-compliant.
2. Disclaimer Costs and Expenses and Discontinuance of Tender
   1. Nothing in this ITT binds UK Sport to accept a Tender or award a contract. UK Sport reserves the right to discontinue this Procurement at any time.
   2. UK Sport shall not be liable to the Tenderer in any way whatsoever for the Tenderer’s costs and expenses incurred during the Procurement from its discontinuance or in relation to which a contract is not awarded.
   3. The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
   4. Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted and they are awarded the Contract.
3. Information and Queries
   1. Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by email to the Contact Officer, request clarification in connection with the ITT. UK Sport will reasonably endeavour to answer all email enquiries which are submitted prior to the deadline for clarification questions. UK Sport reserves the right not to respond to a request for information or clarification.
   2. UK Sport reserves the right to disseminate queries or requests for clarification and responses to the same that it considers is materially relevant to all Tenderers. Where a Tenderer does not wish for a query or response to be disclosed to other Tenderers because it believes the query to be of a commercially confidential nature, it must communicate this and the reason why to UK Sport. UK Sport will consider the request but reserves the right to disclose the query and/or response to other Tenderers.
   3. The deadline by which to submit clarification questions is 4pm on 22nd November 2024. Responses will be circulated email to Tenderers by no later than 27th November 2024. It is the responsibility of each Tenderer to monitor all responses issued by UK Sport.
   4. All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Philip Samuels, IT Development Manager

Correspondence Email: Dataservicestender@uksport.gov.uk

1. Preparation of Tender
   1. This ITT (including all its appendices and attachments) has been prepared by UK Sport for the sole purpose of enabling Tenderers to submit Tenders to UK Sport. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. UK Sport does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by UK Sport in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by UK Sport, such information may be disclosed: -
      1. by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or
      2. by UK Sport in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.
2. Freedom of Information and Transparency
   1. Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise “exempt” from disclosure under FOI. As a consequence, only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.
   2. Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas using the Freedom of Information Form in Appendix 2. The extent to which this information shall be held in confidence by UK Sport and for how long may be subject to discussion as part of the Procurement. Unsuccessful Tenders will be disposed of in accordance with UK Sport’s document retention and disposal policy.
   3. UK Sport reserves the right to hold all or any information contained in a Tenderer's Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport’s legal duties and lawful discretion generally or in relation to the Procurement.
3. Preparation and Delivery of Tender Documents & Presentation Stage
   1. UK Sport reserves the right not to accept any Tender regardless of price.
   2. The Tenderer must respond to the Tender Requirements as set out in paragraph 15 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 2.
   3. The Tender must be signed and emailed to:

Dataservicestender@uksport.gov.uk

* 1. Tenders must be received by no later than 9th December 2024 at 16:00 GMT.
  2. UK Sport will not accept Tenders submitted by post, telegram, telex, fax, telephone or via online file sharing sites such as Dropbox. The Tender document must not exceed 25MB in size or it will not be accepted.
  3. Tenders shall remain open for acceptance for a period of 90 days (ninety days) from the Tender submission date.

1. References
   1. Tenderers should provide two references which demonstrate that the Tenderer has a sufficient level of experience to perform the Contract. Tenderers are requested to complete the references form in Appendix 2 with the required information. UK Sport reserves the right to contact referees (two per Tenderer) during the ITT period. If UK Sport decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls in order to avoid any delay.
   2. The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.
2. INSURANCE REQUIREMENTS
   1. Tenderers must confirm whether they already have, or can commit to obtain, prior to the commencement of the Contract, valid employer’s liability insurance and public liability / third party insurance of not less than £5,000,000 for any one incident without any limitation of the number of claims. If the Tenderer cannot provide proof of valid insurance in Appendix 3, or a commitment to obtain the same prior to commencement of the Contract, the Tenderer will be disqualified from the Procurement.
3. [economic and financial standing]
   1. Tenderers must meet the following minimum economic and financial requirements. These requirements will be evaluated on a Pass/Fail basis. If the Tenderer is not able to meet any of these requirements, its Tender will be deemed non-compliant and will not be evaluated by UK Sport. :
      1. Minimum yearly turnover must not exceed £1,000,000, except in duly justified cases.
      2. A minimum credit score of:
         1. 25 for a Company Watch H score; or
         2. 10 for a Dun & Bradstreet score.
      3. Operating Margin - >10%
   2. In order to demonstrate compliance with the minimum economic and financial requirements above, Tenderers should provide [copies of their audited accounts for the last two years alongside their Tender. If this is not possible, Tenderers should provide one of the following:
      * 1. A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading.
        2. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.
        3. Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).]
4. Tender Evaluation
   1. UK Sport will carry out the following staged approach to evaluate the Tenders after the deadline for receipt of Tenders. UK Sport reserves the right to run any of the stages in parallel. During any of the stages UK Sport may request that the Tenderer clarifies their Tender in accordance with paragraph 14.18.
   2. **Stage 1 - Preliminary Completeness and Compliance Stage**
   3. On receipt, UK Sport will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.
   4. **Stage 2 – Assessment of Qualification Criteria**
   5. Tenderer's responses to the insurance requirements, economic and financial standing requirements, Reference Form and Data Protection Questionnaire will be assessed on a 'Pass/Fail' basis.
   6. UK Sport will only conduct the remaining stages of the evaluation for Tenders that 'Pass' this stage of the Tender evaluation.
   7. **Stage 3 – Price and Quality Evaluation**
   8. Tenders will be evaluated on the basis of the most economically advantageous offer to UK Sport against the following weighted factors:

**Price and overall cost of the Contract to UK Sport (30 %)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Price Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| 1 | Total projected 4-year Contract value.  The quoted Contract cost of the service elements over the 4-year Contract period  It should be clear how each of the service elements has been priced within the total service value. This will provide the ability for UK Sport to prioritise which service elements, or the extent of them, will ultimately be procured.  Service elements as described in the Specification are (in order of priority):   1. Data replication feed 2. Web based application 3. Additional data for nominated additional competitions 4. Additional data depth for defined competitions   Additional value-added services related to the data delivery |  | 70% |  |
| 2 | Is the breakdown of the pricing of service component(s) breakdown transparent?  It should be clear how each of the service elements has been priced within the total service value. This will provide the ability for UK Sport to prioritise which service elements, or the extent of them, will ultimately be procured.  Service elements as described in the Specification are (in order of priority):   1. Data replication feed 2. Web based application 3. Additional data for nominated additional competitions 4. Additional data depth for defined competitions   Additional value-added services related to the data delivery |  | 20% |  |
| 3 | Is the Tenderer able to scale/flex services within the Contract period?  During the Contract period, should the need arise and where necessary the budget is available, UK Sport could request extension to the specified services. Tenderers should explain how extensions of each service element would be priced. |  | 10% |  |
|  | **Total** |  | 100% |  |

* 1. The lowest overall priced compliant Tender will receive the maximum available score for Price Criteria 1 of the price criteria (5 out of 5).
  2. The calculation that will be used to determine the score out of 5 for Question 1 for those Tenders who are not the lowest overall price is:

Quotes within 5% of the lowest price will receive 4 out of 5, quotes within 5.01% to 10% of the lowest price will receive 3 out of 5, quotes within 10.01 to 15% of the lowest price will receive 2 out of 5, quotes within 15.01% to 20% of the lowest price will receive 1 out of 5 and quotes greater than 20% of the lowest price will receive 0 out of 5.

* 1. A non-compliant or abnormally low Tender (within the meaning of Regulation 69 of the Regulations) shall be excluded for the purpose of determining the lowest overall priced Tender.
  2. Price Criteria 2 and 3 will be awarded a score between 1 and 5 according to the scale in the table 14.16.

**Quality of service provision (70 %)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quality Criteria** | **Quality Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| 1 | How will the Tenderer provide the range of sports data requested by UK Sport at Appendix 1b?  The Tenderer's response should detail the default sports, competitions and data depth to demonstrate completeness of competition dataset they would supply. |  | 25% |  |
| 2 | How will UK Sport’s users access the data supplied?   * The Tenderer's response should detail: how the data feed will be delivered (10%); and * a description of the web-based tool that will be available and how it works. (10%) |  | 20% |  |
| 3 | How will the tenderer ensure that the quality control on data supplied is robust?  The Tenderer's response should describe the quality control applied to the data provided and the data accuracy expected. |  | 20% |  |
| 4 | How robust are the Service security protocols proposed?  The Tenderer's response should demonstrate what precautions and mitigations they take to protect the data they store and transmit from malicious attack. |  | 10% |  |
| 5 | Commitment to Environmental Sustainability |  | 10% |  |
| 6 | Commitment to Equality, Diversity and Inclusion (EDI) |  | 10% |  |
| 7 | What capability does the tenderer have to include additional competitions to the dataset as additional competitions are established year on year?  Tenderers should note that UK Sport could make requests for a specific sporting season or for specific competitions across multiple seasons that are not part of the default competition set. |  | 5% |  |
|  | **Total** |  | 100% |  |

* 1. Each quality criteria question includes a number of bullet points to assist Tenderers on what they should consider and include in their responses. These bullet points are for guidance only. They do not represent sub-criteria and do not carry a weighting.
  2. Tenderers should not assume that any member of the UK Sport's evaluation panel evaluating a particular question will have read the answers to all of the questions and therefore each response should be complete and comprehensive in its own right.
  3. The response to each quality question will be awarded a score between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet UK Sport’s requirements as set out in this ITT will be awarded a score not less than 3. Tenderers can gain scores of 5 on the evaluation scoring methodology below by providing innovative submissions that exceed UK Sport’s core expectations as expressed in the Specification at Appendix 1a. UK Sport encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services. Such proposals are likely to demonstrate significant strengths and therefore attract the highest scores.

**ITT Quality Evaluation Scoring Methodology**

* 1. The basis for the scoring of Tenders will be in accordance with the following scale where methodology is not already stated:

|  |  |  |
| --- | --- | --- |
| **Score** | **Descriptor** | **Characteristics** |
| **1** | **Unacceptable** | A response that completely or almost completely fails to address the elements of the award criterion. The response evidences no strengths and includes many significant weaknesses. |
| **2** | **Poor** | A response that addresses the elements of the award criterion in a poor manner. The response evidences limited strengths, some significant weaknesses, and presents a low level of successful performance expectation to UK Sport. |
| **3** | **Satisfactory** | A response that addresses the elements of the award criterion in a satisfactory manner. The response evidences some significant strengths, some weaknesses, and presents a moderate level of successful performance expectation to UK Sport. |
| **4** | **Very Good** | A response that addresses the elements of the award criterion in a very good manner. The response evidences mostly significant strengths, some minor weaknesses, and presents an above average level of successful performance expectation to UK Sport. |
| **5** | **Excellent** | A response that addresses the elements of the award criterion in an exceptional manner. The response only evidences significant strengths, no weaknesses, and presents a very high level of successful performance expectation to UK Sport. |

* 1. Calculation of Overall Score
  2. For all Tenderers that have passed the Stage 2 Qualification Criteria assessment, each Tenderer’s combined score for 'Price' and 'Quality' will be added together to determine each Tenderer’s total overall score. The first ranked Tenderer will be the one that achieves the highest overall score. The remaining Tenderers will be ranked accordingly.
  3. The preferred Tenderer will be the Tenderer with the highest score against the above criteria.
  4. In the event of a tie between the highest placed Tenderers, the Tenderer with the lowest overall score for 'Price' shall become the preferred Tenderer.
  5. During any stage of the evaluation, UK Sport may need to seek clarifications from Tenderers where information submitted appears to be incomplete or erroneous or where specific documents are missing. In these circumstances, UK Sport reserves the right to request the Tenderer to submit, supplement, clarify or complete the information or documentation provided with the Tender. UK Sport will make the request via the Tenderer's nominated contact. Where UK Sport makes a request to a specific Tenderer for any such additional information or points of clarification, a Tenderer will have two working days to provide the documentation by the medium requested. Any such clarification received shall then be added to that Tenderer'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, UK Sport may determine that these are grounds for the Tenderer to be rejected from the Procurement. Where a Tenderer asks for a longer period than two working days this will be considered by UK Sport in light of the reasons given; and UK Sport may grant a longer period if it considers that this is reasonable and is in accordance with the Regulations.

1. Tender Requirements
   1. The Tender requirements to the evaluation criteria are set out below. Tenderers are required to respond to **ALL** of the Tender requirements. To assist UK Sport's evaluation of a Tender submission, please ensure Tenders clearly separate the responses to each of the quality criteria by cross-referring to the Tender requirements set out below. Any relevant supporting Tender documentation must also be clearly identifiable by the evaluation criteria number.
   2. Instructions for completing Tenders – please ensure these are followed:
      1. Answers must be presented in A4 format with a minimum font size 11. The paper layout can either be landscape or portrait. A3 format can be used where use of diagrams, graphs etc. is required.
      2. Tenderers are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender. This information is not subject to a word count limit and is for information purposes only.
      3. Except to assist with proposals for the Procurement offer, please do not provide any corporate marketing material along with Tenders.
      4. The word counts against each tender requirement below are maximum word limits. UK Sport will not evaluate any text that exceeds the maximum word limit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Criteria** | **Tender Requirement** | **Weighting (100%)** | **Word Limit** |
|  | Total projected 4-year contract value.  The quoted Contract cost of the service elements over the 4-year Contract period | 70% | No limit |
| **2.** | Is the breakdown Transparency of the pricing of services component(s) breakdown transparent?  It should be clear how each of the service elements has been priced within the total service value. This will provide to ability for UK Sport to prioritise which service elements, or the extent of them, will ultimately be procured.  Service elements as described in the tender specification are (in order of priority):   1. Data replication feed 2. Web based application 3. Additional data for nominated additional competitions 4. Additional data depth for defined competitions   e) Additional value-added services related to the data delivery | 20% | No limit |
| **3.** | Is the tenderer able to scale/flex services within contract period?  During the contract period, should the need arise and where necessary the budget is available, UK Sport could request extension to the specified services. Tenderers should explain how extensions of each service element would be priced. | 10% | No limit |

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| --- | --- | --- | --- |
| **Quality Criteria** | **Tender Requirement** | **Weighting (100%)** | **Word Limit** |
| **1.** | How will the tenderer provide the range of sports data requested by UK Sport?   * + - 1. The tenderers response should detail the default sports, competitions and data depth to demonstrate completeness of competition dataset they would supply. | 30% | 500 (excluding any lists of sports, competitions and data provided) |
| **2.** | How will UK Sport’s users access the data supplied?  The Tenderers response should detail:    How will the data feed be delivered (10%)  A description of the web-based tool that will be available and how it works? (10%) | 20% | 1000 |
| **3.** | How will the tenderer ensure that the quality control on data supplied is robust?  The Tenderer’s response should describe the quality control applied to the data provided and the data accuracy expected. | 20% | 500 |
| **4.** | How robust are the Service security protocols proposed?  The Tenderer’s response should demonstrate what precautions and mitigations they take to protect the data they store and transmit from malicious attack. | 10% | 250 |
| **5.** | Commitment to Environmental Sustainability.  The Tenderer’s response should describe the process and measures they have in place to limit the environmental impact of the services they provide. | 10% | 500 |
| **6.** | Commitment to Equality, Diversity and Inclusion (EDI)  The Tenderer’s response should describe how they promote EDI initiatives within their own organisations | 10% | 500 |
| **7.** | What capability does the tenderer have to include additional competitions to the dataset?  UK Sport could make requests for specific sporting season or for specific competitions across multiple seasons that are not part of the default competition set. | 5% | 250 (excluding any lists of additional sports, competitions and data) |

1. Staffing Issues and TUPE
   1. UK Sport is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the Procurement of which this ITT forms part of.
   2. Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") to this requirement and should make suitable provision for the implications (if any) of TUPE.
2. Non-Consideration of Tender
   1. A Tender may not be considered if:
      1. it is not in accordance with any instruction or clause set out in this ITT; or
      2. it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
      3. the Tenderer fails to provide within 7 days any relevant documentary evidence requested by UK Sport that has not been supplied with the Tender; or
      4. it has attempted or does attempt to make its Tender conditional on the acceptance by UK Sport of any other contract or proposal; or
      5. it does not comply with paragraph 10.
3. Rejection of Tender
   1. UK Sport may reject any Tender (which shall be without prejudice to UK Sport’s legal remedies) submitted by a Tenderer who has:
      1. made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform UK Sport if they have any questions.
      2. directly or indirectly canvassed any official of UK Sport concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender.
      3. fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other Tenderer.
      4. submitted a Tender after the deadline for Tender submissions.
      5. communicated to any person other than UK Sport the contents of its Tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.
      6. entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts its price or anything similar.
      7. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Procurement.
      8. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the Procurement.
   2. In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations (Exclusion Grounds) please note:
      1. Subject to the self-cleaning provisions at paragraph 19.5 below, Tenderers will be excluded from the Procurement if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if Tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).
      2. If Tenderers have answered “yes” to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may avoid exclusion from this Procurement if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil its obligations since learning of the exact amount due. If a Tenderer is in that position please provide details using a separate document. Tenderers may contact UK Sport for information on how to do this before completing this form.
      3. UK Sport reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer’s non-payment of taxes/social security contributions where no binding legal decision has been taken.
   3. In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations, any Tenderer that answers ‘Yes’ to questions 1(a) to 1(j) and/or question 2 should provide details in a separate Appendix of any remedial action that has taken place subsequently that effectively “self-cleans” the situation referred to in the question. Any Tenderer that answers ‘Yes’ to questions 3(a) to 3(j) should also explain in a separate Appendix, what measures have been taken to demonstrate the reliability of their organisation despite the existence of a relevant discretionary ground for exclusion.
   4. If such evidence is considered by UK Sport (whose decision will be final) as sufficient, the Tenderer concerned shall be allowed to continue in the Procurement.
   5. The ‘self-cleaning’ measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by UK Sport to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.
   6. The word “Tenderer” for the purposes of this paragraph 18 shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderer's behalf whether the Tenderer is aware of their acts or not.
4. **CONFLICTS OF INTEREST**
   1. Tenderers are responsible for ensuring that no actual, potential or perceived conflicts of interest exist between themselves and any of their advisory team and the interests of UK Sport. Tenderers must notify UK Sport immediately of any actual, potential or perceived conflict of interest.
   2. In the event of any actual, potential or perceived conflict of interest, UK Sport shall in its absolute discretion decide on the appropriate course of action. UK Sport reserves the right to:
      1. disqualify Tenderers where the Tenderer fails to notify UK Sport that there is an actual, potential or perceived conflict of interest or where an actual conflict of interest exists;
      2. request further information from Tenderers and require Tenderers to put certain measures in place. This may include requiring Tenderers to enter into a specific conflict of interest agreement with UK Sport.
   3. UK Sport strongly encourages Tenderers to contact UK Sport as soon as possible should it have any concerns regarding actual, potential or perceived conflicts of interest.
5. Acceptance of Tender
   1. Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a standstill period.
   2. The standstill period shall commence from the date after which all Tenderers are notified of the outcome of the Procurement.
   3. After the standstill period has elapsed, UK Sport will request the preferred Tenderer to sign the Contract and provide any relevant documentary evidence.
   4. If the preferred Tenderer fails to provide the required documentary evidence within a reasonable timeframe, or the documentary evidence does not meet the mandatory requirements, the Contract will not be awarded to that Tenderer. In such circumstances, UK Sport reserves the right to award the Contract to the next best placed Tenderer, provided they meet all the mandatory requirements.
6. Tender Material
   1. "ITT Material" means information (including for example, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarifications, in whatever form or medium), issued to Tenderers by UK Sport or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of UK Sport or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UK Sport without delay if any additional Tender Material is required for the purpose of tendering.
   2. In the event that a recipient of Tender Material decides not to participate in the submission of a Tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the Procurement is known.
   3. The Intellectual Property Rights in the Tender Material may belong to UK Sport or a third party. The Tender Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of UK Sport. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, UK Sport, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.
7. Publicity and Branding

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Procurement or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful Tenderer and UK Sport.

1. Third Parties

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.

1. Applicable law
   1. The law of England and Wales is applicable to this Procurement.
   2. The Tenderers 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.

**Appendix 1a**

**Specification**

UK Sport’s Performance Insights Team use competition performance data to accelerate the adoption and provision of timely, accurate and credible insight from data to best inform decision making to improve:

* Delivering outstanding performance-impacting support that enables sports and athletes to excel
* Strategic Investment in High Performance Sport

Over the last 10 years the Performance Insights team has established and grown a data warehouse environment to store competition performance alongside other proprietary data and make it useable for reporting and analysis purposes.

The services required from a successful Tender will include the delivery of historical and ‘live’ sports performance data across all Summer and Winter Olympic and Paralympic sports (including individual disciplines within such sports) from at least 1996. This covers all relevant international competitions at Youth, Junior and Senior levels from: Continental Championships and Games, World Cups, Championships and Leagues, Regional Games, (including equivalent competitions), Commonwealth Games, Olympic and Paralympic Games. Competitions that lead to Olympic and Paralympic qualification are also to be included and those identified by UK Sport each season that will constitute the Milestone Target (MST) competition for each of the sports where there are not covered by the list above. Where UK Sport find a competition(s) that would be a value outside of those categories listed above, UK Sport would request inclusion in the data delivery.

The data services shall also incorporate world rankings, personal & season best performances and world record progression. The data shall also contain final results, phase results, match results, and granular data for example split times or individual scores for judge-based sports.

UK Sport require that the components of the service are priced separately and any benefits of combining those elements are identified in the tender response.

It is expected that the data is licensed in accordance with Data Protection legislation and securely delivered in two formats;

* + - 1. a raw data feed to UK Sport data warehouse, and
      2. through a ready to use web application for access by nominated and licensed users. The users’ access should also be configurable to be sport specific where necessary. It is expected that the data available through the two formats is in continual synchronisation.

The data is for use by UK Sport, UKSI and WCPs. Furthermore, UK Sport would look for maintenance and support related to the data delivery. Whilst the Performance Insights team has developed a good understanding of the competition performance data across the sports, we will also expect to have a partnership with the successful tenderer to leverage expertise and to share and grow our understanding.

**Appendix 1b**

****

**Appendix 2**

**Forms**

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

**FORM OF TENDER**

The completion of the documents will be taken as part of the Contract between the Tenderer and UK Sport.

Please note that if any errors, omissions or mistakes are identified during the tender evaluation process UK Sport may:

1. Reject the Tender; or
2. Ask the Tenderer to stand by the Tender as submitted or withdraw it; or
3. Allow the Tender to be amended.

**TO: THE UNITED KINGDOM SPORTS COUNCIL ('UK SPORT')**

I/we hereby undertake to

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

Contract

Specification

Form of Tender

Certificate of Bona fide tendering

Declaration of Criminal Convictions, Tax Affairs and Controversial Situations

Certificates of Insurance

Tenderers statement in relation to Freedom of Information

Non-Canvassing, Non-Collusion and Non-Corruption Certificate

Reference Form

At the price given in the Tender.

Dated this……………………….day of……………………………………………2024.

Signature………………………position in company………………………………….

Name of Company………………………………………………………………………………………….

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

BONA FIDE TENDERING CERTIFICATE

**TO:** The United Kingdom Sports Council (‘UK Sport’):

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

1. We have communicated the amount of our Tender to any other person before the time of submission of this Tender;
2. any other Tenderer was reimbursed any part of their tendering costs;
3. our tendered prices have been adjusted by reference to those of any other Tenderer.

We understand that UK Sport reserves the right to seek clarification at any stage during the Procurement.

We further understand that the information contained in the tender documents is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Contract.

Dated this……………………….day of……………………………………………2024

Signature………………………position in company………………………………….

Name of Company………………………………………………………………………………………….

**THE UNITED KINGDOM SPORTS COUNCIL**

**PROVISION OF SPORTS DATA SERVICES**

DECLARATON OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS (EXCLUSION GROUNDS)

**TO:** The United Kingdom Sports Council (‘UK Sport’):

1. We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that, within the past five years, our organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences:

|  |  |  |
| --- | --- | --- |
| **Offences** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| (j) any offence under section 1, 2 or 4 of the Modern Slavery Act 2015 |  |  |

1. We also declare we are not subject to any a judicial or administrative proceedings or decisions having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which our organisation is established (if outside the UK), that our organisation is in breach of obligations related to the payment of tax or social security contributions.

|  |
| --- |
| **Non-payment of taxes or social security contributions**  If you are subject to judicial or administrative proceedings or decisions having final and binding effect, please provide further details in this box. Please also use this box to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines. |

1. We also declare, that within the past three years, none of the following controversial situations have applied, or currently apply, to our organisation.

|  |  |  |
| --- | --- | --- |
| **Controversial Situations** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of England & Wales, Scotland or Northern Ireland; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest (see note below) that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of this procurement procedure has resulted in a distortion of competition, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3 (e), the authority may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform UK Sport immediately, detailing the conflict in a separate document. Following a notification of a conflict of interest, UK Sport reserves the right to take action as set out in paragraph 19 of the ITT.

**Dated this……………………….day of……………………………………………2024**

**Signature………………………position in company………………………………….**

**Name of Company………………………………………………………………………….**

**(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)**

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

**CERTIFICATE RELATING TO EMPLOYERS’ LIABILITY INSURANCE**

**TO:** The United Kingdom Sports Council (‘UK Sport’):

1. This Certificate is to assure UK Sport that the Insurance Policy Number ............................ holds *[Insert Tenderer Name ]* covered throughout the Contract Period and in accordance with the Conditions in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the *[Insert Tenderer Name ]* or their Agent.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to by any act or default of UK Sport or persons employed by UK Sport.
3. We have due regard to UK Sport's interests in the policy in respect of the risks to *[Insert Tenderer Name ]* employees and others and undertake to inform immediately the UK Sport's Legal Team if the insurance cover is discontinued or invalidated during the Contract Period.
4. We accept the obligation implied by this Certificate to produce on request irrespective of the timing, the Insurance Policies and Premium receipts.
   1. The insurance in respect of this Contract for any one incident without any limitation of the number of claims from……………………..to…………………………. in a contract year is not less than £5 million.
   2. Insurers address………………………………………………………………………………………………….

……………………………………………………………………………………………………………………………………

Insurers authorised signatory……………………………………………………….Date ………………..

Status/Designation……………………………………………………………Policy No……………………….

Expiry Date…………………………………………… Signed……………………………………………………..

On behalf of (company name and address)……………………………………………………………..

…………………………………………………………………………………………………………………………………..

Insurers/Brokers stamp……………………………………………………………………………………………

|  |
| --- |
| **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE ...................................... OFFICER'S SIGNATURE** |
| **PREMIUM INSPECTION DATE ..................................... OFFICER'S SIGNATURE** |

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

**CERTIFICATE RELATING TO PUBLIC LIABILITY/THIRD PARTY INSURANCE**

# TO: The United Kingdom Sports Council (‘UK Sport’)

1. This certificate is to assure UK Sport that Insurance Policy Number ………. with ……………………….holds *[Insert Tenderer Name ]* covered throughout the term of of the Contract and in accordance with the Contract terms, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the Contract without limiting *[Insert Tenderer Name ]* obligations and responsibilities.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of UK Sport or persons employed by them.
3. The terms of the insurance include an indemnity to principal’s clause whereby in the event of any claim, in respect of which *[Insert Tenderer Name ]* would be entitled to receive indemnity under its insurance policy being made against UK Sport, *[Insert Tenderer Name ]*] insurers will indemnify UK Sport in like manner against such a claim and any costs, charges and expenses in respect thereof.
4. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
5. The insurance in respect of the Services under the contract for any one incident without any limitation of the number of claims from………………to ……………………… in each year is not less than £5 million.
6. Insurers address………………………………………………………………………………………………

………………………………………………………………………………………………………………

Insurers authorised signatory…………………………………………………. Date………………………….

Status/Designation……………………………………………….. Signed…………………………………………

On behalf of (Company name and address)………………………………………………………………..

………………………………………………………………………………………………………………

Insurers/Brokers stamp……………………………………………………………………………………………….

|  |
| --- |
| **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE**……………… **OFFICERSSIGNATURE**…………………………………. |
| **PREMIUM INSPECTION DATE**………………**OFFICERS SIGNATURE**……………………………… |

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

**TENDERERS STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000**

*Tenderers are required to read the following and complete the table below and sign/date the document*

We have read and understand paragraph 9 of the Invitation to Tender for the Services and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 (‘The Acts’) we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our Tender for provision of sports data services to UK Sport.

We understand that Section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence.

We further believe that disclosure of the information referred to in Table 1 after the Contract is awarded would, or is likely to, prejudice our commercial interests under section 43 of the Act. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

During the course of the Procurement all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

If we are awarded the Contract we ask that the information in table 1 be put in a confidential and commercially sensitive schedule to the contract.

Table1: Section 41 - confidential and Section 43 - commercially sensitive information

|  |  |  |
| --- | --- | --- |
| **Exemption(s) claimed** | **Information** | **Minimum Period of exemption** |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  43 |  |  |
| Section  43 |  |  |
| Section  43 |  |  |

If for any reason UK Sport considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [name of Tenderers representative]. This will enable us to review the nature of the material under consideration for release, and also provides the opportunity to support UK Sport in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform UK Sport (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

Dated this……………………….day of……………………………………………2024

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

**NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE**

It is essential that UK Sport receives bona fide proposals from all Tenderers.

In recognition of this, we the Tenderer [Insert Company Name] certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done, and we undertake that we shall not do at any time before the hour and date specified for the return of this submission, any of the following acts: -

1. Directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
2. Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
3. Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
4. To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
5. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else connected to UK Sport or this Procurement; or
6. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the Procurement.

Dated this……………………….day of……………………………………………2024

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

**REFERENCES**

|  |  |
| --- | --- |
| Organisation: |  |
| Contract Name: |  |
| Approximate Value: |  |
| Short Description of Contract: |  |
| Referee Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Postal Address: |  |

|  |  |
| --- | --- |
| Organisation: |  |
| Contract Name: |  |
| Approximate Value: |  |
| Short Description of Contract: |  |
| Referee Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Postal Address: |  |

**UK SPORT**

**QUESTIONNAIRE FOR PROSPECTIVE**

**DATA PROCESSORS**

****

**Introduction:**

UK Sport is required under the General Data Protection Regulations, the Data Protection Act 2018 and HMG Security Policy Framework[[1]](#footnote-1) to ensure that existing and prospective contractors processing personal data and/or confidential information on behalf of UK Sport are doing so with an appropriate level of security and in accordance with statutory requirements.

This questionnaire is to be completed by potential data processors at tender stage or by contractors that have access or are party to confidential information.

Please complete and return this questionnaire, signed by an authorised representative for your organisation.

|  |  |
| --- | --- |
|  | **1. ORGANISATION DETAILS**  **Name:**  **Address:**  **Contact name:**  **Contact details:**  **Email:** |
|  |
| **2. DATA PROCESSING ACTIVITIES** | | |

|  |  |  |
| --- | --- | --- |
|  | In connection with the contract: |  |

**2.1 Describe the purposes for which your organisation uses personal data**

**2.2 Describe how personal data (tangible/ intangible form) is stored on your systems.**

**2.3 Describe all potential recipients of personal data held by your organisation (if any) and the likely uses of the data by those recipients.**

**2.4 Describe how data is transferred (a) internally within your organisation and (b) to external parties (if applicable).**

|  |
| --- |
| **3. SECURITY POLICIES AND PROCEDURES** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | |  |  |
|  | **3.1. Do you have an information security policy?** Yes [\_] No [\_]  (If yes, please provide a copy) | | | | |  |
|  |  |
|  | **3.2 Does your information security policy include the following:** | | |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | 3.2.1 | Physical security of premises and processing areas | Yes [\_] | No [\_] |  |
|  | 3.2.2 | physical entry controls | Yes [\_] | No [\_] |  |
|  | 3.2.3 | equipment security and maintenance | Yes [\_] | No [\_] |  |
|  | 3.2.4 | password and access controls | Yes [\_] | No [\_] |  |
|  | 3.2.5 | security of mobile equipment (e.g. laptops) | Yes [\_] | No [\_] |  |
|  | 3.2.6 | controls against malicious software | Yes [\_] | No [\_] |  |
|  | 3.2.7 | business continuity planning | Yes [\_] | No [\_] |  |

|  |
| --- |
| Questions continue on the next page |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | * 1. **Does your information security policy comply with BS2700?**   Yes [\_] No [\_] Don’t know [\_] | | | | | | | | |
|  | * 1. **Do you have HM Government Cyber Security Essentials Accreditation?[[2]](#footnote-2)**   Yes [\_] No [\_] Don’t know [\_] | | | | | | |  | |
|  | * 1. **Do you have a policy for complying with the Data Protection Act 1998?**   Yes [\_] No [\_]  (if yes, please provide a copy)  **4. DATA QUALITY**  In connection with the contract:  **4.1 Describe any procedures[[3]](#footnote-3) currently in place to ensure that all personal data is accurate and up-to-date.**  **4.2 For how long is personal data usually kept by you?**  **4.3 Does your organisation have a policy regarding the periodic destruction or deletion of obsolete data?**  Yes [\_] No [\_]    (If yes, please provide details):  **5. DEALING WITH INDIVIDUALS RIGHTS**  **5.1 Describe any procedures[[4]](#footnote-4) currently in place to deal with requests by individuals to be supplied with information about the data held by them**  **6. SECURITY MEASURES**  This section is intended to establish which security measures are in place in your organisation to ensure the confidentiality of personal data.  Please indicate whether you have the following: | | | | | | |  | |
|  | **6.1 A clear desk policy?** | |  | Yes | [\_] No [\_] | | | | |
|  |  |
|  |  |
|  | **6.2** **A clear screen policy?** Yes [\_] No [\_]  **6.3 Controls on access to information (inside and outside your organisation)?**  Yes [\_] No [\_] | | | | | | |  |
| **6.4 A secure disposal policy for equipment, media and data (e.g. encryption)?**  Yes [\_] No [\_] | | | | | | | |
| (If yes, please provide a copy)  **6.5 A back-up and disaster recovery policy?** Yes [\_] No [\_]  **6.6** **Internal training programme on security systems and procedures?**  Yes [\_] No [\_]    **6.7 Any equipment off-site or store any personal data off-site?**  Yes [\_] No [\_]    **7. DISCIPLINARY RECORD**  **7.1 Have you been the subject of a complaint(s) to the Information Commissioner?**  Yes [\_] No [\_]    (if yes, please provide details) | | | | | | |
|  | | | | | |

**7.2 Have you ever had a security breach resulting in loss or unauthorised disclosure of personal data?**

Yes [\_] No [\_]

(If yes, please provide details)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **8. INTERNATIONAL DIMENSION** | | | | | | |
|  |  |  |  |  |  | |
|  | **8.1. Do you share personal data with organisations outside the UK?**  Yes [\_] No [\_]  If the answer to 8.1 is yes, please answer the following questions:  **8.1.1** (a) **Indicate which of those organisations are part of your Group of companies:**  **8.1.1** (b) **Is there any internal policy governing the use of personal data with organisations listed above?**  Yes [\_] No [\_] N/A [\_]    **8.1.2** (a) **Indicate which of those organisations are NOT part of your Group of companies:** | | | | |  |

**8.1.2** (b) **Is there a written contract governing the relationship between such organisations and CLIENT?**

Yes [\_] No [\_] N/A [\_]

(If yes, please provide details)

**8.2. Does any third-party process personal data on your behalf outside of the UK?**

Yes [\_] No [\_]

(If yes, please provide details)

**9. SUPPLY CHAIN RISKS**

**9.1 Have you undertaken a risks assessment against your supplier’s role in the supply chain and the risks posed to delivery of the services? In particular have identified any cyber security dependencies and vulnerabilities?**

Yes [\_] No [\_]

(If yes, please provide details and how you mitigate those risks)

**9.2 How often do you review your business relationships and risk management with these suppliers?**

**Appendix 3**

**THE UNITED KINGDOM SPORTS COUNCIL**

PROVISION OF SPORTS DATA SERVICES

**CHECKLIST**

**4pm on 22nd November 2024**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Deadline for submission of clarification questions |  |

**4pm on 9th December 2024**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Deadline for submission of Tender |  |
| Economic and Financial Standing Submissions |  |
| Completed and Signed Forms at Appendix 2 |  |

1. <https://www.gov.uk/government/publications/security-policy-framework> [↑](#footnote-ref-1)
2. See <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> [↑](#footnote-ref-2)
3. This may include writing to individuals to request confirmation as to the accuracy of the data held about them. [↑](#footnote-ref-3)
4. This may include the use of checklists or standard letters dealing with access requests [↑](#footnote-ref-4)