

**Standard Selection Questionnaire (SQ)**

**For the provision of Apprentice Training Services via a Dynamic Purchasing System**

**North Somerset Council reference: DN333141**

**OJEU reference: 2018/S 102-233185**

**Commencing:** 27/07/2018

**Contract Term:** four years

**Please submit by:** 13:00pm 14/06/2018

|  |
| --- |
| **Applicant to insert their company/organisation name** |
|  |

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**Section one- Potential Provider information**

**1. Scope of the Contract**

1.1 North Somerset Council (otherwise known as ‘the Council’) is looking for Apprenticeship Training providers to support them in utilising the new Apprenticeship Levy. Providers will do this by training apprentices and supporting the Council in the delivery of quality Apprenticeship programmes that secure best value and operates within the Apprenticeship Levy contract rules. In addition to North Somerset Council, the OJEU value includes capacity for Somerset County Council (SCC) and Taunton Deane Borough Council (TDBC) to utilise this DPS, however no spend is guaranteed. Any contracts awarded off this DPS will be carried out and signed independently by whomever has raised the requirement (North Somerset Council or Somerset County Council), hereby known as ‘the Buyer’.

Please see Appendix A- Specification for further information.

1.2The Council wishes to establish a multi-supplier Dynamic Purchasing System (DPS) for the provision of Apprenticeship Training Services. The Council is using a Dynamic Purchasing System (DPS) for this requirement. A DPS is similar to a framework contract however it is more flexible, allowing providers to join at any time during the term of the agreement and be eligible to bid for future opportunities. This involves a two-stage process; the first stage is concerned with setting up the DPS. Under this stage, providers are invited to apply for inclusion on the DPS and those who meet the selection criteria detailed in this Standard Selection Questionnaire (SQ) will be shortlisted.

Following promotion to the DPS, the Buyer will invite Admitted Participants on the DPS to bid for specific contracts. This is stage two of the process which is more commonly referred to as a mini-competition. Under the Light Touch regime, the Buyer may alternatively choose to direct award at this stage, further information regarding this can be found at 18 (p.14)

In summary:

* Stage one: Providers apply to be promoted to the DPS
* Stage two: As and when there is a need, the bidders (suppliers bidding for contracts) who have been promoted to the DPS are invited to tender for individual contracts or are directly awarded contracts.

This service falls under the Light Touch Regime of the Public Contracts Regulations 2015 and therefore the Council is able to make reasonable adjustments to the process however, for the avoidance of doubt, the Council is following the DPS procedure model.

**2.** **Timetable of Key Dates**

2.1 Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage.

**Round 1**

|  |  |
| --- | --- |
| **STAGE** | **DEADLINE** |
| Tender published on the portal | 01/06/2018 |
| Closing time and date for clarifications | 17:00pm  11/06/2018 |
| Closing date and time for receipt by the Council of bidder responses for DPS round 1 | 13:00pm  14/06/2018 |
| DPS round 2 commences | 13:00pm  14/06/2018 |
| Evaluation of round 1 tender responses | 15/06/2018 |
| Successful/unsuccessful notification | 16/07/2018 |
| Dynamic Purchasing System commences | 27/07/2018 |

**Round 2**

|  |  |
| --- | --- |
| **STAGE** | **DEADLINE** |
| Round 2 opens | 13:00pm  14/06/2018 |
| Closing date and time for receipt by the Council of bidder responses for DPS round 2 | 17:00pm  10/08/2018 |
| DPS round 3 commences | 17:00pm  10/08/2018 |
| Evaluation of round 2 tender responses | 13-16/08/2018 |
| Successful/unsuccessful notification | 17/08/2018 |

Following rounds will run in the spirit of the DPS as continually open, therefore providers can apply to join at any time and any application will trigger the closing of the current round, after which the response will be evaluated. The closing of a current round will automatically trigger the opening of the next round and the DPS will remain open for its full four year term. Whilst this service falls under the Light Touch threshold, it is the intention of the Council to meet the standard 10 day timescales for evaluating a request to join the DPS, however the Council reserves the right to extend this period where necessary.

**3.**  **Bidder’s Responsibility**

3.1 It is the responsibility of the bidder to satisfy themselves as to the nature, extent, circumstances and situation of the works and that will be held to have, by their own independent site visits and inspection, fully informed and satisfied themselves as to the deliverability of the works in accordance with the contract.

3.2 Bidders will be taken to have, by their own examination of the contract documents, satisfied themselves as to the full requirements of the contract.

3.3 Bidders should be aware that the Buyer envisages that the Contractor (successful bidder) should mobilise to provide the services required under the contract immediately after the date of contract award. The Contractor shall be prepared to commence the service when advised.

3.4 Bidders must satisfy themselves that execution of the contract is within their capabilities and powers and demonstrate this to the Buyer.

**4. Buyer Clarifications**

4.1 The Buyer may wish to conduct interviews, make enquiries of bidders existing customers, sample services, carry out site visits and/or require further information of bidders at any stage during the selection process.

4.2 The Buyer reserves the right to clarify any element of the submitted tender.

4.3 The Buyer may reject non-compliant tender responses.

**5. Anti-collusion Certificate**

5.1 Bidders must complete the Anti-Collusion Certificate found at section 3 of this document. If the Bidder does not do so, the Council reserves the right at its own choice and without consulting the Bidder either to reject the tender or to treat them as having agreed, by submitting their tender, to bind themselves to the Anti-Collusion Certificate as though they had completed it. The Bidder should also note that the Council will regard the lodging of a false Anti-Collusion Certificate as grounds justifying immediate rejection of their tender without further reference to them or for immediate termination of their contract in the event of a successful award.

**6. Transfer of Undertakings and Protection of Employment Regulations**

6.1 The Council is assuming that the European Acquired Rights Directive No 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) will not apply to this contract. However, it shall be at the successful contractor’s risk whether TUPE may apply either at the beginning or end of the contract.

**7. Monitoring**

7.1 The Contractor is required to collaborate with the Buyer over the contract period to achieve continuous improvement in the quality and delivery of the services in accordance with the Buyer’s obligations under Part 1 of the Local Government Act 1999.

**8. The Buyers Corporate Initiatives**

8.1 The Buyer strives to improve the environment and quality of life of North Somerset/Somerset and its surroundings, dependant on who that Buyer is. Bidders should attempt to demonstrate that they can and will seek to make a positive contribution to the Buyer’s energy and environmental aspirations.

**9. Freedom of Information Act**

9.1 The Freedom of Information Act 2000 came into force for local authorities on 1st January 2005. It affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. The Council currently expects the position as to what information may be accessible to the public, to be as follows. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information Commissioner issues decisions in this area. Nor can the Council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting their tender, the Bidder is taken to accept this.

|  |  |
| --- | --- |
| **Information** | **How it is treated** |
| Tender submissions | Will be treated as publicly inaccessible at least until the successful bidder has signed the contract. |
| Identity and amount of tenders | The identity and amount of the successful tender will become publicly accessible only after award. The identities and amounts of unsuccessful tenders will remain inaccessible. If amounts appear in publicly accessible documents, the bidders will normally not be identified by name. Unsuccessful bidders will continue to have their existing rights to know details about their own tender, but not other peoples. |
| Contract documents as completed by the successful bidder | Accessible during the advertisement period under the council’s auditing regime. |
| Amounts spent on purchases etc. | Accessible |
| Trade secrets and other information that is genuinely commercially confidential | Under European Law the council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so. |

**10. Whistleblowing**

10.1 Council contracts include provisions under which the contract will be terminated if the Contractor or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916.

10.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.

10.3 The Council takes these issues very seriously. It encourages all contractors, bidders or for that matter anyone else, to contact it if any Councillor, employee or other contractor, bidder or potential bidder approaches them and either attempts to engage them in any such activity or infers that they could do so.

10.4 If so, or for that matter in respect of any concerns a Contractor may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employees under the council’s whistle-blowing policy. This can be found on the council’s publicly accessible website.

10.5 Providers should not attempt to canvass any Member or Officer of the council about their tender or try and obtain confidential information relating to the service or the tendering process from anyone associated with the Council or from any other past or present contractor to the council. If a provider does so their tender is likely to be rejected.

10.6 The above statements, expectations and rights are equally held by SCC and TDBC and providers should treat SCC & TDBC in the same way as North Somerset Council with respect to the above.

**11.**  **E-tender System**

11.1 The Buyers use Supplying the South West as their e-tendering system. The initial DPS stage and subsequent mini-competitions will be run via this portal. Assistance in relation to the e-tender system is available to providers via the ‘Supplier Help’ Icon within the system.

Supplier Guidance documents are also available to view and download.

If, after reading the Supplying the South West reference guides, the Provider remains unable to resolve their issue in using the system and require support, they should contact the technical Support Team

ProContract Technical Support Team

By Tel: 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays).

By Email: [swsupport@due-north.com](mailto:swsupport@due-north.com)

**Providers must ensure that they have the most up to date documents by registering on the e-tendering system at** [**www.supplyingthesouthwest.**](http://www.supplyingthesouthwest.com)**org.uk and expressing an interest. This will enable providers to view the latest documents and see any comments and discussions on those documents.**

11.2 **Register Intent or opt out**

In the event of a mini-competition, providers who have got onto the DPS will be sent an invitation to tender for the mini-competition via the Supplying the South west portal. In the event of this, providers may see a “Register Intent” button which may be greyed out, this will only be until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed, providers will be able to click on “Register Intent” which will inform the Buyer of their intention to respond to this opportunity.

If a provider does not wish to, or is unable to submit a tender and not interested in proceeding, then they can click on “Opt Out” to decline the opportunity.

**12. Communication and Clarification**

12.1 These instructions are designed to explain matters to bidders in simple terms. If there is any conflict or incompatibility between these instructions and any condition or provision in the contract, the contract shall prevail.

12.2 Bidders should read the instructions and guidance carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender.

12.3 All contact and communication during this procurement should be submitted in writing through the Supplying the South West portal.

Bidders should seek to clarify any points of doubt or difficulty via the Supplying the South West portal in sufficient time before the closing date, to enable the Buyer to respond to all bidders. It is not acceptable for bidders to seek clarifications via telephone or e-mail outside of the Supplying the South West portal.

Where the Buyer considers any question or request for clarification to be of material significance, it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Bidders should therefore not include, within the question placed, their organisation’s name and any potential commercially sensitive information.

Any clarification questions must be received no later than 11/06/2018 at 17:00pm for this initial round, to allow time within the tender response period for a detailed response to be distributed.

12.4 Tenders must be submitted in accordance with the following instructions. Any responses not complying with the requirements of the tender in any way may be rejected by the Buyer, whose decision in the matter shall be final.

12.5 By submitting a tender, the Bidder will be taken to have agreed that their tender will remain open for acceptance for a minimum of 90 days from the closing date.

12.6 Bidders may modify their quotation prior to the deadline for receipt. No quotation may be modified subsequent to the deadline for receipt. Bidders may withdraw their quotations at any time prior to accepting the notification of award.

12.7 Tenders must not:

* + - Be qualified;
    - Be conditional;
    - Be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.

12.8 If the Buyer suspects that there has been a technical or arithmetical error in the submission, they reserve the right to seek such clarification as it considers necessary from that bidder only.

12.9 Bidders may request amendments to the terms & conditions of the contract. The Buyer reserves the right to accept, partially accept or wholly reject any amendments to the terms and conditions entirely at its own discretion.

12.10 All documentation supplied by the Buyer shall remain its property and confidential to it. Bidders may not, without the Buyer’s written consent at any time, use for their own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the Buyer may make available to bidders, all of which shall remain confidential to the Buyer.

12.11 The Buyer does not bind itself to accept the lowest or any tender and shall not be liable for any loss or expense incurred by any bidder in the production of the tender or as a result of its decision not to award the contract to any bidder.

12.12 The Buyer reserves the right to accept or reject any written tender and to abort the tender process and reject all written tenders at any time prior to award of contract without incurring any liability to the affected bidders. The Buyer reserves the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary.

12.13 During this and any subsequent tender processes, any communication with the Buyer shall be via the Supplying the South West portal. After the closing date for receipt of tenders, the Buyer expects only to make contact with bidders for the following purposes:

* To arrange an accompanied site visit,
* To clarify a response or document received as part of the Bidder’s submission,
* To inform bidders of the award decision,
* To agree the commencement date.

12.14 Where such queries require revision of the tender/contract documents, a tender amendment shall be issued via The Portal.

12.15 The Buyer may make changes to the contract documentation with any such changes notified to bidders via the on-line portal as tender amendments. Where such tender amendments are issued within six working days of the submission date, the Buyer shall extend the deadline of the tender period where significant changes are made.

12.16 Bidders will be notified of the outcome of their tendering according to the indicative timetable provided at 2.0 above, and no useful purpose will be served by communications with the Council in the meantime, unless invited to do so by the Council.

12.17 Tenders must be based upon the conditions set out in the following documents, otherwise they may be rejected technically, commercially or both on the grounds of non-compliance.

* Supplier Selection Questionnaire
* The Specification/s
* The Pricing Schedule
* Draft Contract Document

(together referred to as the ‘contract documentation’)

12.18 Bidders must complete the following documents which will form part of the contract with the Buyer if the Bidder is successful.

* Completed Supplier Selection Questionnaire
* Completed Anti-collusion Certificate (Section 3)
* Completed Certificate as to Canvassing (Section 3)
* Completed Form of Tender (Section 3)

(together referred to as the ‘tender documentation’)

12.19 Any information provided that has not been asked for will not be taken into consideration.

**13. Completing the Supplier Selection Questionnaire (SQ)**

13.1 These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that bidders provide all the information asked for in the format and order specified. Please do not make changes to any part of the tender document. Failure to adhere to this request may invalidate the bidder’s tender.

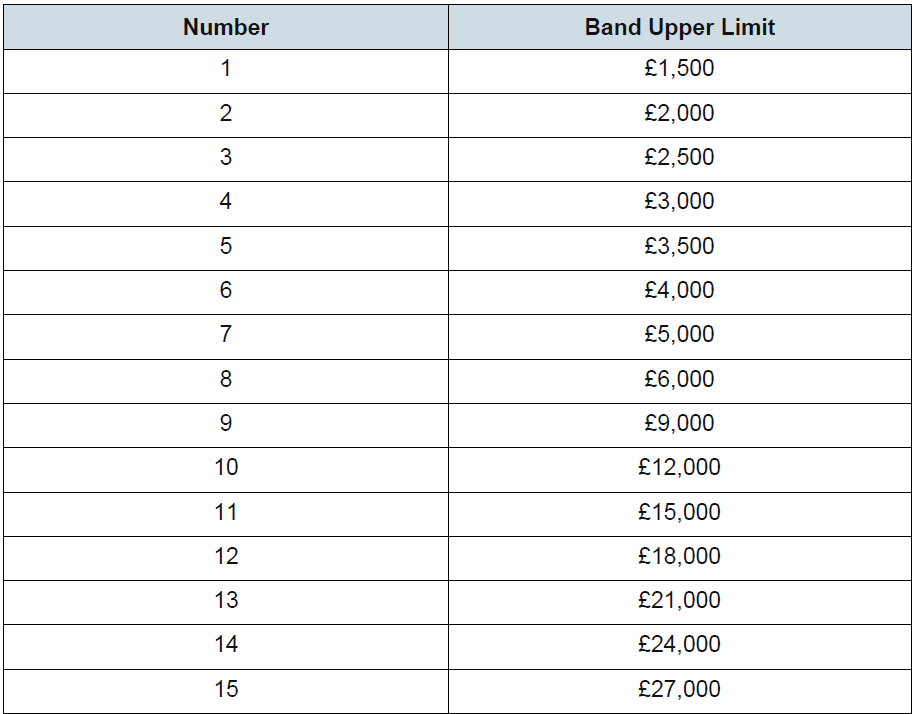
13.2 Bidders must complete the Supplier Selection Questionnaire in English and in the format outlined in the Form of Tender (15) unless they are choosing to submit the European Single Procurement Document (ESPD) in the place of parts 1 and 2 of the Supplier Selection Questionnaire (SQ) and return it via the online procurement portal, to arrive not later than the date specified on the front page. If the Bidder chooses to submit the ESPD, they must please ensure they also respond to the other pre-qualifying elements of this document.

13.3 The Bidder should provide their responses to any questions asked underneath each of the questions posed, unless otherwise advised. If it is really necessary for them to refer to another document that they are submitting with their tender, it is their responsibility to make sure that they do this clearly, in a way that is easy to follow and identifies which document, and the page and paragraph that deals with the question. If the reference is ambiguous or the Buyer cannot trace or follow your answer, that will be at the Bidder’s risk, and is likely to have a detrimental effect on the evaluation of their tender.

13.4 If there is any question in the tender documentation the bidder cannot answer or any requested information they cannot provide, they should give a full explanation as to why within their tender documentation.

**14. Pricing**

14.1 Pricing for any apprenticeship training awarded off this DPS must fall within the Skills Funding Agency (SFA) bandings, as detailed below. Providers will be advised at mini-competition/direct award of the specific requirement and subsequent banding limits which they must adhere to when submitting their price/s :



For the avoidance of doubt, the most recent SFA banding limits will prevail, should the SFA adjust or replace these pricing bands at any time during the four year term of the dynamic purchasing system, the latest pricing schedule will apply and documents will be updated accordingly, mini-competitions will relate to the latest figures. Please review the latest Gov.uk legislation for further details, link to latest page below:

<https://www.gov.uk/government/collections/apprenticeship-changes>

**15. Form of Tender**

15.1 Bidders are required to submit their tender in the following format with the required information. Failure to do so may disqualify their tender.

|  |  |  |
| --- | --- | --- |
| **Part/Section** | **Required information** | **Further information** |
| SQ,  Part 1 | Provider Information  Bidding Model  Contact Details | Complete all questions of all parts of Standard Selection Questionnaire Part 1. |
| SQ,  Part 2 | Grounds for mandatory exclusion | Please indicate your answer by marking a ‘X’ in the relevant box |
| SQ,  Part 2 | Grounds for discretionary exclusion | Please indicate your answer by marking a ‘X’ in the relevant box |
| SQ,  Part 3 | Project Specific Questions | Please indicate your answer by marking a ‘X’ in the relevant box |
| Section 3 | Anti-Collusion Certificate | Complete, sign and submit the Anti-Collusion Certificate |
| Section 3 | Certificate as to Canvassing | Complete, sign and submit the Certificate as to Canvassing |
| Section 3 | Form of Tender Letter | Complete, sign and submit the Form of Tender Letter |

**16. Tender Evaluation**

16.1 As the first stage of the DPS, evaluation will be pass/fail based on SQ responses and providers presence on the RoATP.

16.2 Once the DPS has been established and contract opportunities commence, they will be advertised and carried out via the Supplying the South West portal. The Buyer will evaluate tenders on the basis of what is the most economically advantageous to it.

16.3 Mini-competitions will be scored based on 100% Quality. Pricing will be required but not scored.

16.4 Quality will be evaluated through method statements, specific questions will be issued to the DPS Providers at the time of the mini-competition however awards will be made using the following criteria:

* Overall structure and content of apprenticeship programme
* Content and quality of off the job training
* Administration of the apprenticeship, including learner achievement and assessment processes
* Additional services offered and access to other resources
* Geographical location and the impact on apprentice travelling time
* Information and systems available to apprentices and employers to track progress
* Current OFSTED rating
* Experience of delivering similar programmes
* Accessibility of the training, including programme resources and assessment venues

Responses will be scored as follows:

|  |  |  |
| --- | --- | --- |
| **Score** | **Classification** | **Award Criteria** |
| 5 | Excellent | A response that inspires confidence; specification is fully met and is robustly and clearly demonstrated and evidenced. Full evidence as to how the contract will be fulfilled either by demonstrating past experience or through a clear process of implementation. |
| 4 | Good | A response supported by good evidence/examples of the Bidders’ relevant ability and/or gives the Buyer a good level of confidence in the Bidders’ ability. All requirements are met and evidence is provided to support the answers demonstrating sufficiency, compliance and either actual experience or a process of implementation. |
| 3 | Satisfactory | A response that is acceptable and meets the minimum requirement but remains limited and could have been expanded upon. |
| 2 | Weak | A response only partially satisfying the requirement with deficiencies apparent.  Not supported by sufficient breadth or sufficient quality of evidence/examples and provides the Buyer a limited level of confidence in the Bidders’ ability to deliver the specification. |
| 1 | Inadequate | A response that has material omissions not supported by sufficient breadth and sufficient quality of evidence/examples. Overall the response provides the Buyer with a very low level of confidence in the Bidders’ ability to deliver the specification. |
| 0 | Unsatisfactory | No response or response does not provide any relevant information and does not answer the question. |

16.5 Once the Quality submission scores are determined, bidders’ responses will be ranked in descending order by their total score. The bidder with the highest overall score who has also passed the Pass/Fail criteria will be awarded the contract.

16.6 If the Buyer considers a tender to be abnormally low priced and it considers that the tender price is not sustainable, it reserves the right to challenge how the Bidder can deliver the expected quality at that price. If the Buyer is satisfied that the tender price is indeed unsustainable, then it is at liberty to reject the tender.

16.7 As part of the further competitions or direct awards, bidders will be asked to provide a copy of all relevant documentation that would require agreement and signature from the Buyer, should they be awarded a contract/s. These will be reviewed as part of their application to the further competition, particularly their Apprenticeship Agreement if they have one. Please note that the Apprenticeship Agreement will be evaluated using a pass/fail scoring mechanism, based on its alignment and compliance with the overarching terms and conditions of this agreement (Appendix C) and a fail will result in the bidder’s overall application being rejected.

**17. Call off Arrangements**

17.1 As a “Light Touch” service, the Buyer intend to award contracts by way of running mini-competitions between the DPS Providers via the Supplying the South West portal. The Buyer does however reserve the right to direct award contracts where it is deemed appropriate. A direct award will only be used if the market is unreasonably restrictive within at least one of the following areas:

* The number of potential providers for that category.
* Geographical location and the impact on apprentice travelling time.
* Existing apprenticeships in similar roles.

This information will be verified using the approved list of RoATP providers and courses which is accessed through the Gov.uk site under “Find apprenticeship training”.

<https://findapprenticeshiptraining.sfa.bis.gov.uk/>

**18. Method of Evaluation**

18.1 This section seeks to clarify how each element will be evaluated i.e. whether they are scored or constitute a Pass/Fail

**Table 3 details those sections that are Pass / Fail:**

**Table 3**

|  |  |  |
| --- | --- | --- |
| **Key Section Question/s** | **Outline** | **Level** |
| SQ, Part 2 | Grounds for Mandatory Exclusions | The Council may exclude any provider who answers ‘Yes’. |
| SQ, Part 2 | Grounds for Discretionary Exclusion | The Council may exclude any provider who answers ‘Yes’. |
| SQ, Part 3 | Requirement for Membership of the RoATP | The Council may exclude any provider who answers ‘No’. |

**19. Later Entry To and Exit From The DPS**

19.1 New providers can enter into the DPS at any time by completing and passing the SQ stage of this process.

Providers who fail to be accepted onto the DPS may reapply at any time.

Providers who decide to leave the DPS, may do so at any time, unless they are currently supplying the Buyer, in which case Providers are required to give three months' notice.

Where the Council considers there to be insufficient providers able to fulfil a given requirement to the satisfaction of all Council Representatives, new providers will be actively encouraged to apply to the DPS.

Any Provider who loses their position on the RoATP, for any reason, will automatically be removed from the DPS and any contracts with them will become null and void with immediate effect. Providers may apply to re-join the DPS should they be admitted back on to the RoATP however they will be required to complete and pass the SQ stage again.

**Section Two – Standard Selection Questionnaire**

**Standard Selection Questionnaire**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Apprenticeship Training Services DPS**

**DN333141 -- 2018/S 102-233185**

**Notes for completion**

1. The “authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Providers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the potential supplier completing this standard Selection Questionnaire **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The term ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

4. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

5. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

6. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

8. Please upload a completed version of this document via the procurement portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

**Sub-contracting arrangements**

9. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

10. The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Providers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Providers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

11. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.

12. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

‘**Self-cleaning’**

13. Any Supplier that answers ‘Yes’ to questions within part 2 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

*The authority 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 regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure*

**Part One: Potential supplier Information**

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential supplier information** | |
| **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  a) public limited company  b) limited company  c) limited liability partnership  d) other partnership  e) sole trader  f) third sector  g) 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)  a) Voluntary Community Social Enterprise (VCSE)  b) Sheltered Workshop  c) Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#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.[[4]](#footnote-4)  (Please enter N/A if not applicable) |  |
| 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 note: A criminal record check for relevant convictions may be undertaken for the preferred providers and the persons of significant in control of them

|  |  |  |
| --- | --- | --- |
|  | **Bidding model** | |
| **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 subcontractor 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 subcontractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each subcontractor |  |  |  |  |  | | |

**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 the authority 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.

|  |  |  |
| --- | --- | --- |
|  | **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 Two: Exclusion Grounds**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** | | |
| **Question number** | **Question** | **Response** | |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | | |
|  | Participation in a criminal organisation. | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Corruption. | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Fraud. | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | | Yes  No  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | | Yes  No  If Yes please provide details at 2.1(b) |
| 2.1 (b) | If you have answered yes to question 2.1(a), please provide further details:  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. | |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | | Yes  No |
| 2.3(a) | Regulation 57(3)  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | | Yes  No |
| 2.3 (b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | |  |

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

|  |  |  |
| --- | --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** | |
|  | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this  [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1 (a) | Breach of environmental obligations?  . | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (e) | Guilty of grave professional misconduct? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (h) | Been involved in the preparation of the procurement procedure? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes  No  If Yes please provide details at 3.2 |
| 3.1 (j)  3.1 (j) – (i)  3.1 (j) – (ii)  3.1 (j) – (iii)  3.1 (j) – (iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

|  |  |  |
| --- | --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes  No |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes  No |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes  No |

**Part Three: Selection Questions[[5]](#footnote-5)**

|  |  |
| --- | --- |
| **Section 9** | **Project Specific Questions to Assess Technical and Professional Ability** |

|  |  |  |
| --- | --- | --- |
| A.1 | **Register of Apprenticeship Training Providers**  Please self-certify that your organisation is currently listed on the Register of Apprenticeship Training providers (RoATP) | Yes  No |

**Declaration**

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

**Section Three – Additional requirements/certificates**

**Non-collusive Tendering**

TO: North Somerset Council

Having examined the contract documents for the above mentioned service/works we offer to perform and complete the said service/works for such sum as may be ascertained in accordance with the said Conditions of Contract.

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

a) Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.

b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the short described above.

In this Certificate, the word `person’ includes any persons and any body or association, corporate or unincorporated; and `any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Signed: ………………………………………… Date: ………………….. in the

capacity of ………………………………………. ………duly authorised to sign tenders

and give such Certificates on behalf of ………………………………………Address:

**Certificate as to Canvassing**

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer or Employee of the Client in connection with the acceptance of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf has so acted.

I/We further hereby undertake that I/We will not in future canvass or solicit any member, officer or employee of the Client in connection with the award of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf will so act.

Signed:

Designation:

(Duly authorised to sign tenders and give such certificate for and on behalf of :)

Bidder

Date: Address:

**Form of Tender Letter**

**Form of Quotation**

**Invitation to tender for Apprenticeship Training Services**

To: North Somerset Council

I/We the undersigned, having read the Conditions of Contract and Specifications do hereby offer to complete the supply of goods/services required to be performed in the carrying out of the above contract in accordance with the above documents, to the criteria as appended to this form of quotation.

I/We, hereby undertake to enter into a Contract incorporating such Conditions of Contract, Specification, drawings and this Quotation, and I/We hereby agree that in the event of my/our Quotation being accepted, until such Contract be executed, the said Conditions of Contract, Specification, and Quotation, together with the acceptance thereof in writing, shall constitute a Contract. I/We agree that my/our offer shall remain open for acceptance for a period of twelve weeks from the date fixed for return of quotations.

I/We agree that my/our quotation remains open for consideration for a period of 12 weeks from the date fixed for lodgement of quotes. I/We declare that insurance, Contract Particulars is currently maintained by me/us and shall be maintained in accordance with the Contract Particulars.

I/We confirm that I/we have the capability and resources to meet all requirements of the brief in terms of quality, cost and time.

**SIGNED………………………………………………………………………………………………………………**

**DATE…………………………………………………………**

**PERSONS, FIRM OR COMPANY**:

**ADDRESS:**

**List of Appendices**

**Appendix A – Specification**

**Appendix A.1 – Detailed Specification- to follow in the event of mini-competition**

**Appendix B – Pricing Schedule**

**Appendix C – Terms and Conditions of Contract**

**Guidance on new supplier Selection Questionnaire**

**Mandatory Exclusion Grounds**

**Public Contract Regulations 2015 R57(1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

**Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

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;

**Corruption**

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;

The common law offence of bribery;

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;

**Fraud**

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:

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* 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;
* 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;
* 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;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
* 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;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* 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;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

● listed in section 41 of the Counter Terrorism Act 2008;

● listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;

● under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

**Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

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

**Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

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

An offence under section 2 or section 4 of the Modern Slavery Act 2015

**Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

● HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or

● a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;

● a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

**Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

**Discretionary exclusions**

**Obligations in the field of environment, social and labour law.**

Where an 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 listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

● Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.

● In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.

● In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).

● Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;

● Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;

● Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

**Been involved in the preparation of the procurement procedure**.

**Prior performance issues**

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.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**Additional exclusion grounds**

**Breach of obligations relating to the payment of taxes or social security contributions.**

**ANNEX X Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

● ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;

● ILO Convention 98 on the Right to Organise and Collective Bargaining;

● ILO Convention 29 on Forced Labour;

● ILO Convention 105 on the Abolition of Forced Labour;

● ILO Convention 138 on Minimum Age;

● ILO Convention 111 on Discrimination (Employment and Occupation);

● ILO Convention 100 on Equal Remuneration;

● ILO Convention 182 on Worst Forms of Child Labour;

● Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;

● Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);

● Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)

● Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

● The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;

● The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.

● If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

● If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

1. For the list of exclusions, please see

   <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. 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)
4. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)
5. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-5)