

Requestion for Proposal

ANS Surveillance Data Processing System

NOTE: All responses must include the information requested and must be uploaded and returned via the Proactis portal.

The deadline for submission of all responses is:

25th July 2024 – 10am

TABLE OF CONTENTS

Section 1. Purchasing Authority 3

Section 2. Scope of Work & Procurement Timeline 3

Section 3. Introduction to Ports of Jersey 6

Section 4. Formalities, PoJ's rights, Warnings and Disclaimers 7

Section 5. Evaluation, Assessment and Contract Award Process 10

Section 6. Checklist 13

Appendix A - Nominated Contact 14

Appendix B - Form of Tender 15

Appendix C - Conflict of Interest Declaration 16

Appendix D - Non-Collusion Declaration 17

Appendix E - Supplier Information 18

Section 7. Appendix F - Submission Requirements 23

Appendix G - DRAFT NEC3 Contract 26

Annex – Exclusion Grounds – Public Procurement 27

ISSUE AND REVISION RECORD

Rev	Date	Originator	Approver	Description
1				Initial Issue

Section 1. Purchasing Authority

Client: Ports of Jersey ('PoJ' & "Employer")

Project/Contract: C-CA24015 - ANS Surveillance Data Processing System

Submission Date: 25-Jul-24

- 1.1 Responses will be evaluated in accordance with the procedures set out in this document. In the event that none of the responses are deemed satisfactory, PoJ reserves the right to consider alternative procurement options.
- 1.2 PoJ reserves the right in its absolute discretion not to award the Project and terminate the procurement process at any time.
- 1.3 Your response must be submitted in English.
- 1.4 All documentation requiring a signature must be signed by the Authorised Representative of the Tenderer.
- 1.5 Under no circumstances will PoJ be liable for any costs, claims, losses or expenses incurred by the Tenderer, partners, suppliers, sub-suppliers, funders or their Authorised Representatives as a result (directly or indirectly) of any changes to the procurement process or in connection with any costs, expenditure, work or effort incurred by the Tenderer in proceeding with or participating in this procurement process, including if the process is terminated or amended by PoJ.

Section 2. Scope of Work & Procurement Timeline

2.1 Scope

- 2.1.1 PoJ wants to work with the Tenderer in a partnership style approach and wants a partner that aligns with its own Values, Vision & Culture. PoJ wants to adopt an open, honest, and transparent working environment.
- 2.1.2 Tenderers are free to express and propose the solution(s) that they think fits best the requirement in their response.
- 2.1.3 Replacement of all ANS Surveillance Data Processing System (SDPS) displays and associated video hardware in alignment with our SDPS upgrade project.
- 2.1.4 PoJ Key Objectives
EU regulatory compliant displays and associated hardware
- 2.1.5 Measures of Success

Successful FAT and SAT of displays and associated video hardware.

All items to be delivered to Indra/PoJ by 2nd September 2024

2.1.6 Requirements

Lot 1:

- 6 x 40" touchscreen ATC displays
- Resolution: 3840 x 2160
- Minimum refresh rate: 60 Hz
- Minimum brightness: 500 cd/m²
- Minimum contrast ratio: 4000:1
- Built-in speaker
- 1 delivered to Indra
- 5 delivered to Ports of Jersey

Lot 2:

- 9 x 43" non-touch ATC displays
- Resolution: 3840 x 2160
- Minimum refresh rate: 60 Hz
- Minimum brightness: 350 cd/m²
- Minimum contrast ratio: 4000:1
- Built-in speaker
- 1 delivered to Indra
- 8 delivered to Ports of Jersey

Lot 3:

- 10 x 27" non-touch displays
- Resolution: 2560 x 1440
- Minimum refresh rate: 60 Hz
- Minimum brightness: 350 cd/m²
- Minimum contrast ratio: 4000:1
- Built-in speaker
- 1 delivered to Indra
- 9 delivered to Ports of Jersey

Lot 4:

- 5 x 43" non-touch displays
- Resolution: 3840 x 2160
- Minimum refresh rate: 60 Hz
- Minimum brightness: 350 cd/m²
- Minimum contrast ratio: 4000:1
- Built-in speaker
- All delivered to Ports of Jersey

Lot 5:

- 14 x 4K DisplayPort 1.2 KVM extender pairs
- Minimum resolution: 3840 x 2160
- Minimum refresh rate: 60 Hz
- All delivered to Ports of Jersey

Lot 6:

- 6 x 2K DisplayPort 1.1 KVM extenders
- Minimum resolution: 2560 x 1440
- Minimum refresh rate: 60 Hz
- All delivered to Ports of Jersey

Lot 7:

- 12 x 4K DisplayPort 1.2 grabbers compatible with Jotron Ricochet recorders
- Minimum resolution: 3840 x 2160
- Minimum refresh rate: 60 Hz
- All delivered to Ports of Jersey

2.2 Procurement Timetable

2.2.1 The following is the proposed timetable. This is intended as a guide and whilst PoJ does not intend to depart from the timetable it reserves the right to do so at any stage.:

Key Stage	Date
Publish Tender / Contracts Finder / Interested Parties	4-Jul-24
Last date for RFP clarifications	18-Jul-24
RFP submission deadline	25-Jul-24
Initial evaluation of the responses	2-Aug-24
Advise if shortlisted for Presentation	2-Aug-24
Shortlisted Tenderer Presentations	9-Aug-24
Award recommendation	13-Aug-24
Contract Award Notification	14-Aug-24
Contract Starts	Sep-24

2.2.2 Your attention is specifically drawn to the date and time for submission, no submission after the declared closing date and time will be considered. Furthermore, clarification requests received from the Tenderer after the clarification deadline has passed will not be answered.

Section 3. Introduction to Ports of Jersey

3.1 Introduction to Ports of Jersey

3.1.1 PoJ is the incorporated business that operates Jersey's Airport and Harbours.

3.1.2 We not only provide the necessary infrastructure to allow Jersey Airport and Harbours' operations to take place but also to enrich the experiences and journeys of our customers through high quality services.

3.1.3 Our role is to continue to develop the facilities, services and products for the benefit of residents, visitors and businesses. We can be relied upon to create, operate and deliver outstanding results. As well as our core business, we additionally undertake a number of public service obligations on behalf of the Island's government, including Jersey Coastguard and Historic Harbours.

3.1.4 Since our incorporation in October 2015 and each year since we provide the equivalent of £500k of community benefit. We support local clubs and societies, raise money for local charities, support Island events and continue our educational programmes on sea safety.

3.1.5 We operate four brands:



3.1.6 We run a diverse, flexible and growing business. Whilst we have many core business activities that deliver services for the Island, we pride ourselves on our central role in the community in which we work.

3.1.7 This is highlighted in our corporate purpose statement:

'Connecting our Island by air, by sea and by service, for a better future'

3.1.8 All new projects, and project partners, need to be aligned to PoJ's sustainability ambitions in both the development and operation. A balance is sought between environmental, economic and social needs for Jersey. In alignment with the Ports' Planet and People Plan, our key ambitions are:

- Transition our own-generated carbon emissions to net-zero by 2030 and support our partners and customers to decarbonise.
- Embrace circular design practices and reduce waste.
- Preserve Jersey's water and promote thriving biodiversity.
- Maximise our social value and engage with our community.
- Invest in Jersey's future and creating a positive legacy for our Island.
- Inspire and empower people by being inclusive, diverse, open and engaged.

3.1.9 PoJ are a Living Wage Accredited organisation, playing the Jersey Living Wage is a requirement for all of our contracts where the works/ services are carried out for PoJ for more than two hours a day, or more than eight hours a week for eight consecutive weeks. We actively encourage you to pay all your employees the Jersey Living Wage.

3.1.10 PoJ fosters an inclusive culture and believes diversity should be celebrated and discrimination of any form should not be tolerated. PoJ is committed to building a diverse and inclusive community that reflects a wide range of backgrounds, skills and supports the goal of promoting equal opportunities for individuals and businesses.

Section 4. Formalities, PoJ's rights, Warnings and Disclaimers

4.1 Request for Proposal (RFP)

- 4.1.1 The Tenderers response must remain open for acceptance by PoJ for a period of 90 days from the response deadline.
- 4.1.2 The Tenderers response, and any clarifications, must be uploaded and returned via the Proactis portal.
- 4.1.3 If any question or request for clarification is made, both the query and the response will be communicated, in a suitably anonymous form, to all Tenderers who have responded or expressed an interest in this project. All responses received and any communication from Tenderers will be treated in confidence.

4.2 RFP Layout General

- 4.2.1 Only information provided as a direct response to this RFP will be evaluated. Tenderers should respond on the basis that PoJ has no prior knowledge of their organisation. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Marketing material should therefore not be included as it will not be reviewed and scored.
- 4.2.2 Supplementary documentation may be attached where Tenderers have been directed to do so. Such material must be clearly marked with the name of the organisation and the question to which it relates. Please note that PoJ may require clarification of the answers provided or ask for additional information.
- 4.2.3 Tenderers should be aware that erroneous, incorrect, or incomplete responses may result in their removal from the process. In the case where the error or misrepresentation is not discovered until after the Project is awarded, PoJ reserves the right to terminate the Project and all costs incurred by PoJ as a result of the termination shall be recoverable from the successful Tenderer.

4.3 Terms and Conditions

- 4.3.1 The contract to be entered with the successful Tenderer(s) is envisaged that this will be the New Engineering Contract 4 (NEC4) Short Supply Contract (SSC). A draft is included in Appendix G - DRAFT NEC3 Contract.
- 4.3.2 PoJ will not accept any amendments to the proposal contract without prior written agreement.
- 4.3.3 Key Performance Indicators (KPIs) will be agreed with the '*Consultant*' and PoJ for the management of this contract.
- 4.3.4 Whilst it is PoJ's intention to procure the services under this arrangement from the supplier(s) appointed, this does not confer any exclusivity on any appointed supplier. The Company reserves the right to procure services (including those similar services) from any alternative supplier.
- 4.3.5 No copies of any of the written documentation supplied by PoJ may be made without the written consent of PoJ.

4.4 Copyright/Intellectual Property Rights

- 4.4.1 This document may not be reproduced, copied, or stored in any medium without the prior written consent of PoJ other than strictly for use in preparing a response or any subsequent response.
- 4.4.2 The Tenderer must therefore treat all information and documents issued by PoJ as private and confidential and their express written consent must be obtained prior to the release of information or documents to any third party other than the Tenderers advisers or proposed sub-Suppliers.
- 4.4.3 The Tenderer shall keep any information received or obtained under or in connection with this project confidential and will use it only for the purpose for which it is intended and/or disclosed.

- 4.4.4 The Tenderer shall not disclose confidential information received from PoJ to anyone else other than to professional advisers and employees and, where necessary for the works and/or services, to any sub-consultant or subcontractor provided that the information is disclosed solely in connection with the works and/or services and provided that all recipients are bound by similar obligations of confidentiality and non-disclosure.
- 4.4.5 The Tenderer shall impose the same obligations of confidentiality upon his subcontractors and any other third party to whom information is passed. The Tenderer shall not take photographs or make films or video recordings of the works or of any property of PoJ without the prior written consent of PoJ, such consent to be given at PoJ's absolute discretion (save where the purpose of site investigation, photographs, records and the like is associated with the normal undertaking of a tender submission, in which event PoJ's consent shall not be unreasonably withheld or delayed).
- 4.4.6 The Tenderer shall not make any public announcement concerning the Project without the prior written consent of PoJ.
- 4.4.7 The Tenderer shall not use the name or logo of PoJ for any purpose (including, but not limited to, any promotional material or activities or as reference as a customer of PoJ) without PoJ's prior written consent.

4.5 Collusive Proposals

- 4.5.1 Any Tenderer who:
- fixes or adjusts the amount of their proposal by or in accordance with any agreement or arrangements with any other person; or
 - communicates to any person other than PoJ the amount or approximate amount of their proposed proposal (except where such disclosure is made in confidence in order to obtain proposals necessary for the preparation of the tender for insurance or contract guarantee bond); or
 - enters into any agreement or arrangement with any other person, and such other person shall refrain from quoting or sharing as to the amount of any proposal to be submitted; or
 - offers, or agrees to pay, or give, or does pay, or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing, or having done, or causing or having caused to be done in relation to any other proposal or proposed proposal for the Project any act or omission.

shall (without prejudice to any other civil remedies available to PoJ) be disqualified.

4.6 Proposal Warranties

- 4.6.1 In submitting a proposal, the Tenderer warrants and represents that:
- it has complied in all respects with the RFP.
 - all information, representations and other matters of fact communicated (whether in writing or otherwise) to PoJ by the Tenderer, its sub-suppliers, or its employees in connection with, or arising out of the proposal are true, complete, and accurate in all respects.
 - it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the RFP and that it has not submitted the proposal and will not have entered into the contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by PoJ;
 - it has full power and authority to enter into the contract and will if requested produce evidence of such to PoJ;
 - it is of sound financial standing and the Tenderer and its sub-suppliers, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer which may adversely affect such financial standing in the future.

4.7 Legal Disclaimer

- 4.7.1 The information contained in this document has been prepared by PoJ in good faith but does not purport to be comprehensive or to have been independently verified. PoJ does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty (express or implied) with respect to the information contained in this document or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisers and any liability therefore is hereby expressly disclaimed. If you are considering entering a contractual relationship with PoJ, you should make your own enquiries and investigations of PoJ requirements. The subject matter of this document shall only have contractual effect when it is contained in the express terms of a future executed agreement.
- 4.7.2 Nothing in this document is, or should be relied upon as, a promise or representation as to the future and PoJ does not undertake to provide you with access to any additional information or to update the information in this document or to correct any inaccuracies that may become apparent. PoJ reserve the right, without prior notice, to change the procedures outlined in this document or to terminate discussions and the delivery of information at any time before entering the Contract. Furthermore, you shall not be entitled to recover any costs associated with the production and submission of your response to this document.

Section 5. Evaluation, Assessment and Contract Award Process

5.1 General

5.1.1 This section sets out the criteria against which PoJ will evaluate Tenders and award the Contract, including the relative weightings of each criterion and the grounds in which Tenders may be disqualified. PoJ will assess Tenders through a 5 Stage process:

- Stage 1 – Initial Compliance Check
- Stage 2 – Evaluation of Technical Response
- Stage 3 – Evaluation of Commercial Response
- Stage 4 – Ranking
- Stage 5 – Award of Most Advantageous Tender (MAT)

Stage 1 – Initial Compliance Check	MAT Weighting	Notes
Appendix A - Nominated Contact	N/A	For information
Appendix B - Form of Tender	Pass/Fail	Signed and completed
Appendix C - Conflict of Interest Declaration	Pass/Fail	Signed and completed
Appendix D - Non-Collusion Declaration	Pass/Fail	Signed and completed
Appendix E - Supplier Information	Pass/Fail	Signed and completed
Stage 2 – Technical	MAT Weighting	Notes
AF1.1 Working in Jersey	Pass/Fail	Mandatory
AF1.2 Information Security	Pass Fail	Mandatory
AF1.3 General Data Protection Regulation	Pass/Fail	Mandatory
AF2 - References	20%	Mandatory
AF3 – Programme of Works	10%	Mandatory
AF4 – Capability and Resourcing	20%	Mandatory
AF5 Sustainability / Social Engagement	15%	Mandatory
Stage 3 –Commercial	MAT Weighting	Notes
Financial Offer	35%	Mandatory

5.1.2 Evaluation stages may be conducted in parallel or in stage order as set out above.

5.1.3 Tenders will be evaluated by PoJ solely on the information provided within the Tender, the Tender Interview, and any clarifications, if requested. However, PoJ reserves the right to undertake any due diligence it deems necessary to corroborate statements made by the Tender as part of its tender offer.

5.1.4 Tenderers responses that progress to Stage 2 and 3 will be scored by an evaluation panel appointed by PoJ.

5.1.5 Scores will be allocated for in accordance with the following scoring table.

Classification	Score	Characteristics
Unacceptable	0	Overall, taking the response as a whole, PoJ has no confidence in the response to the question because one or more of the following characteristics apply: <ul style="list-style-type: none"> No response is received, or the response is not in English The response received is irrelevant to the question The response fails to address any of the components of the question A response is provided but gives no confidence in the Tenderers proposed approach to the project and/or is otherwise unacceptable from the point of view of PoJ.
Very low confidence	1	Overall, taking the response as a whole, PoJ has very low confidence in the response to the question because two or more of the following characteristics apply: <ul style="list-style-type: none"> The response addresses some or all of the components of the question, but fails to address any of the components of the questions in at least a reasonable manner The response contains very limited information and/or very limited or no evidence to support the response The response is very weak and PoJ has significant reservations in the Tenderers proposed approach to the project
Low confidence	3	Overall, taking the response as a whole, PoJ has low confidence in the response to the question because two or more of the following characteristics apply: <ul style="list-style-type: none"> The response fails to address at least half of the components of the question in a reasonable manner The response contains limited information and/or limited evidence to support the response The response is weak and PoJ has some reservations in the Tenderers proposed approach to the project
Good confidence	6	Overall, taking the response as a whole, PoJ has good confidence in the response to the question because all or most of the following characteristics apply: <ul style="list-style-type: none"> The response addresses all of the components of the question in at least a reasonable manner, and not more than half of the components in a strong manner The response is good and provides evidence to support the response Although PoJ has some very minor reservations in relation to elements of the response, these do not undermine PoJ good confidence in the Tenderers proposed approach to the project.
Very Good confidence	8	Overall, taking the response as a whole, PoJ has very good confidence in the response to the question because two or most of the following characteristics apply: <ul style="list-style-type: none"> The response addresses more than half of the components of the question in at strong manner, with all remaining components addressed in at least a reasonable manner The response is very good and provides strong evidence to support the response Although PoJ has a very minor reservation in relation to an element of the response, this does not undermine PoJ very good confidence in the Tenderers proposed approach to the project
Excellent confidence	10	Overall, taking the response as a whole, PoJ has excellence confidence in the response to the question because all or most of the following characteristics apply: <ul style="list-style-type: none"> The response addresses all of the components of the question in at strong manner. The response is excellent and provides strong evidence to support the response PoJ has no reservations in relation to the response, and excellent confidence in the Tenderers proposed approach to the project

5.1.6 There is no negative scoring, the minimum score that any Tenderer can receive is capped at zero (0).

5.1.7 In the first instance, evaluators will score the submissions, or elements of the submissions, independently. Following this, a process of moderation will take place, at which point a

consensus of the final agreed score will be agreed by the assessors based on the information provided in the Tender and any subsequent clarifications.

5.1.8 Tenderers shall not exceed the stipulated page limit specified against each of the RFP response requirements. PoJ reserves the right to consider only the content of each response up to the specified page limit and not consider the remainder of any response that exceed the specified limit.

5.2 Stage 1 – Initial Compliance Check

5.2.1 PoJ shall firstly review the Tenders against Compliance Requirements in the table below, and reserves the right to reject Tenders that fail to comply:

Question	Pass	Fail
Appendix A - Nominated Contact	Supplied, completed, and signed	Not supplied, or incomplete, or not signed
Appendix B - Form of Tender	Supplied, completed, and signed	Not supplied, or incomplete, or not signed
Appendix C - Conflict of Interest Declaration	The Tenderer has confirmed that no Col exist in relation to the Bid Team	The Tenderer has confirmed that 'Actual, potential or perceived Col exists'.
Appendix D - Non-Collusion Declaration	Supplied, completed, and signed	Not supplied, or incomplete, or not signed
Appendix E - Supplier Information	Supplied and completed	Not supplied, or incomplete, not signed or proposed amendments that have not been approved by PoJ

5.3 Stage 2 – Evaluation of Technical Responses

5.3.1 The Tenders submission for this stage is detailed in Appendix F - Submission Requirements, this gives guidelines for the submission details that are required for evaluation.

5.3.2 Tenderers must not cross-refer to information contained elsewhere within their Tenders. Questions may be evaluated by different individuals. No cross-references will be followed up.

5.4 Stage 3 – Evaluation of Commercial Proposal

5.4.1 The Tenders submission for this stage is detailed in Appendix F - Submission Requirements, this gives guidelines for the submission details that are required for evaluation.

5.4.2 PoJ may exercise a Best and Final Offer (BAFO) stage enabling the Tenderers to revise their proposals. Tenderers that revise their proposals will then have their Commercial response reassessed. If the BAFO is exercised it will be made available to all Tenderers.

5.4.3 It is anticipated that through the evaluation, the clarification of Tenders, and the issue of any post-tender addenda, a number of adjustments to the Tenderers Commercial offer may be necessary.

5.4.4 Wherever possible, adjustments will be prepared and confirmed by Tenderers. However, if without success, efforts have been exhausted to obtain confirmation of an adjustment from Tenderers, an adjustment by PoJ may be made to ensure that its evaluation complies with its obligation to treat all Tenders on a fair and equal basis. In such circumstances, Tenderers will be advised of the adjustment being made to their Tender, pursuant to principles of transparency.

5.5 Stage 4 - Ranking

- 5.5.1 PoJ will combine the Technical Score with the Commercial Score, to calculate the Tender's Overall Score (the maximum possible score is 100).
- 5.5.2 Tenderers will be ranked in descending order to their Overall Scores, such that the Tenderer with the highest Overall Score is ranked 1st, that with the second highest score is ranked 2nd, and so on. In the event that two or more Overall Scores are tied, the rankings amongst those tied Tenders only will be determined in order of:
- a: Commercial offer (with the highest ground rent) being awarded the most favourable ranking;
 - b: If a tie still prevails, the scores awarded against the Keys to Implementation score which carries the highest weighting will be awarded the most favourable ranking.
- 5.5.3 Tenderers may be asked to attend a post-tender submission interview where PoJ will seek to affirm the tenderers written response. PoJ will not accept any new material that was not contained within the written submission. The PoJ interview panel will use the output of the interview to adjust Tenderers scores accordingly based on their overall performance.
- 5.5.4 In the unlikely event that the ranking of two or more Tenders cannot be determined by applying Section 5.5.2, PoJ will make the final decision.

5.6 Stage 5 - Most Advantageous Tender (MAT)

- 5.6.1 The Project Award will be based in the most advantageous tender. Although value for money is a crucial factor in determining the outcome of the tender process, evaluating the most advantageous bid will be evaluated using the criteria and weightings and will be entirely assessed on your response submitted.
- 5.6.2 PoJ will combine the Keys to Implementation Score with the Total Commercial Score, to calculate the Tender's Overall Score (the maximum possible score is 100). This will provide a MAT score.
- 5.6.3 PoJ intend to award the Project to the highest ranked MAT.

Section 6. Checklist

6.1 Tenderers should ensure that the following items are submitted as part of their tender return:

Section	Description	Enclosed
Appendix A - Nominated Contact	Sign and return	
Appendix B - Form of Tender	Sign and return	
Appendix C - Conflict of Interest Declaration	Sign and return	
Appendix D - Non-Collusion Declaration	Sign and return	
Appendix E - Supplier Information	Sign and return	
Appendix F - Submission Requirements	- Technical Submission - Commercial Proposal	

Appendix A - Nominated Contact

Name of Organisation:	
Name:	
Position/Status:	
Email address:	
Telephone number:	
Mobile number:	

Appendix B - Form of Tender

A Partner, Director or authorised signatory, in his/her own name, on behalf of the Tenderer must sign this declaration.

I confirm and accept that:

The information provided in the Request for Proposal document **PROCUREMENT REF - Procurement Description**

1. was prepared by Ports of Jersey ("PoJ") in good faith. It does not purport to be comprehensive or to have been independently verified. Neither PoJ nor any member of the PoJ group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. Nothing in the RFP document or provided subsequently has been relied on as a promise or representation as to the future. PoJ has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
3. PoJ reserves the right (on behalf of itself and its group companies) to award the Contract for which tenders are being invited in whole, in part or not at all.
4. This tender shall remain open for acceptance by PoJ and will not be withdrawn by us for a period of 6 months from the date fixed for return.
5. The information provided by us is true and accurate.

Having made due allowances for the full requirement in the RFP documents we hereby offer to provide the Services to PoJ (or any member of the PoJ group) in accordance with the terms and conditions stated therein.

If PoJ offer the Contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions PoJ WILL withdraw the offer.

I agree to accept the Terms and Conditions of Contract attached to this RFP.

Signed:	
Name:	
Telephone no:	
Email address:	
Position/Status in the Organisation	
For and on behalf of (company name):	
Date:	

Appendix C - Conflict of Interest Declaration

A Partner, Director or authorised signatory, in his/her own name, on behalf of the Tenderer must sign this declaration.

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to PoJ, or that may result in an adverse impact on competition for the purposes of this procurement.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could, or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below, please provide full details as a separate attachment.

Questions	Yes / No
Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to PoJ or is currently tendering to do so?	
In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to PoJ?	
At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to PoJ?	
At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of PoJ?	
Is there any occasion where you or members of your organisation or supply chain may use PoJ resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than PoJ?	
Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with PoJ e.g. through personal or working relationships with current or former employees or through prior employment with PoJ or third party suppliers or in connection with the PROCUREMENT REF - Procurement Description	

I, as representative of all companies associated with these submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify PoJ promptly and no later than 28 days of becoming aware of such information and undertake to take such action as PoJ may reasonably direct.

Signature:	Name:	Position:
For and on behalf of:		Date:

Appendix D - Non-Collusion Declaration

Refusal to give this declaration and undertaking will mean that this RFP submission will not be considered.

A Partner, Director or authorised signatory, in his/her own name, on behalf of the Tenderer must sign this declaration.

Declaration PROCUREMENT REF - Procurement Description

I / We declare that:

We have submitted a bona fide response to PoJ's RFP and that I / We have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I/ we will not do at any time before the contract is awarded:

- Communicate 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 tenders;
- Enter 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; or

Offer or pay or give or agree to pay 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 **PROCUREMENT REF - Procurement Description**

- Any act or thing of the sort described above.

I/ We agree that the terms of the above declaration will form part of any contract with PoJ, their servants or agents resulting from the acceptance of my / our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling PoJ, their servants or agents to determine my / our employment under that contract.

Signed:	
Name:	
Position/Status in the Organisation	
Name of Organisation	
Date:	

Appendix E - Supplier Information

PART 1 - SUPPLIER INFORMATION		
Question ref	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 GST / 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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>
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) ¹ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ² - Name & Date of birth. - Nationality & Country 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%, or 75% or more)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable)	

¹ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

PART 1 - SUPPLIER INFORMATION		
Question ref	Question	Response
	<ul style="list-style-type: none"> - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office GST / VAT number (if applicable) 	
1.1(p)	Details of ultimate parent company: <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office GST / VAT number (if applicable) 	
BIDDING MODEL - Please provide the following information about your approach to this procurement:		
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators? <i>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.</i> <i>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.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.	
	Name	
	The role each sub-contractor will take in providing the works and /or supplies e.g., key deliverables	
	The approximate % of contractual obligations assigned to each sub-contractor	

PART 2 - GROUNDS FOR MANDATORY EXCLUSION

Question ref	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are in the Annex which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed in the above reference ANNEX. Please Note: PoJ 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.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details on a separate document. 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.</p>	
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 <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p>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?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details on a separate document. 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.	Yes <input type="checkbox"/> No <input type="checkbox"/>

PART 3 - GROUNDS FOR DISCRETIONARY EXCLUSION			
Question ref	Question	Response	
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for mandatory exclusion of an organisation are in the Annex which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed in the above reference ANNEX.</p>		
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
3.1(j)	Please answer the following statements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1(j) - (i)	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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1(j)-(iv)	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 <input type="checkbox"/>	No <input type="checkbox"/>

PART 4 : INSURANCE - Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the appropriate levels of insurance cover indicated below:

4.1(a)	Employer' Compulsory Liability Insurance - £10,000,000	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--------	--	------------------------------	-----------------------------

PART 5: ECONOMIC AND FINANCIAL STANDING

5.1 (a)	Please provide copies of your audited accounts for the last three years (or shorter period if incorporation was earlier than three years ago).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.1 (b)	If no, can you provide one of the following:		
5.1 (b) – (i)	A Profit and Loss Account / Income Statement, Balance Sheet / Statement of Financial Position and Statement of Cash Flows for the last three years of trading.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.1 (b) – (ii)	Cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.1 (b) – (iii)	Alternative means of demonstrating financial status if any of the above are not available (e.g., current management accounts, financial projections and order book pipeline, statement of funding provided by the owners and/or the bank).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.2 (a)	If you have indicated in PART 1 that you are part of a wider group, please provide further details below:		
5.2 (b)	Name of organisation		
5.2 (c)	Relationship to the Supplier completing these questions		
5.2 (d)	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.2 (e)	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.2 (f)	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Part 6: POLICIES:

6.1	Do you have a Health & Safety Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.2	Do you have an Environmental Management Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.3	Do you have a Data Protection / GDPR Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.4	Do you have a Sustainability Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.5	Are you a National Living Wage Employer, or plans to be registered as a Living Wage Employer	Yes <input type="checkbox"/>	No <input type="checkbox"/>

PART 7: TERRITORIES:

7.1	Can you provide goods and services to Jersey, Channel Islands	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.2	Work permits are in place?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.3	Business licenses in place?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Section 7. Appendix F - Submission Requirements

Technical Submission

Format

- Each question must be answered in full using the same numbering and order as set out in this RFQ.
- Tenderers must not provide any information additional to that specifically requested.
- All responses must be in English and shall be within any specified word / page count limits indicated.
- Tenderers shall clearly annotate attachments to show which question the material refers to. Any other information and/or attachments shall be ignored and removed for the purposes of evaluation.
- The font used must be arial with a minimum size 11 pt. Line spacing must be 1.0 or more.
- Tenderers shall not submit any additional information with their RFQ submission, other than that specifically requested by PoJ.
- Tenderers shall comply with the word / page limit for each question. Tenderer shall note that where the relevant limit is exceeded, material beyond the indicated limit will not be evaluated and shall be discounted. PoJ reserves the right not to communicate with the Tenderer regarding the relevant count or the evaluation in this circumstance.
- PoJ may, at its sole discretion, require clarification of a Tenderer's RFQ response and will contact Tenderers as necessary, for any clarification required.
- If there are any questions that do not apply to a Tenderer, please answer with a N/A with an explanation where appropriate.
- All questions will be evaluated in accordance with the scoring table, as detailed 5.1.5.

AF1 – References / Case Studies

This is a scored question and carries a total weighting of **15%**. Please provide a minimum of two case studies where you have experience in this size of investigation and works within an operational harbour). Including evidence of experience working in similar environments and measures taken to minimise disruption to critical operational infrastructure.

Response Guidance

Areas to be evaluated will include but, not be limited to:

- Client Name and location
- Project description including scope, scale, value and delivery dates/ timescales
- Nature and constraints of the project
- Contract type, experience with work with NEC Suite of Contracts
- Contract Management Tool that was utilised, experience with working with CEMAR
- What went well and challenges occurred and how were they resolved, and
- What lessons did you learn, how will you use that learning to prevent those issues occurring in this project?
-

(Maximum 2 Sides of A4, Minimum Font 11 Arial per Case Study – Total 4 sides of A4)

AF2 – Programme of Works

This is a scored question and carries a total weighting of **20%**. Detail your approach to this project and the effective and efficient use of planning tools to ensure a timely project.

Response Guidance

Programme of works

- Programme in sufficient detail to identify the major elements of the work, the duration of these elements and the critical path
- Accompanying programme narrative identifying key constraints, interfaces and decision points
- Identification of any works to be carried outside of standard operating hours and an explanation as to why this is required

(Maximum 3 Sides of A4, Minimum Font 11 Arial)

AF3 – Capability and Resourcing

Ports of Jersey is committed to protecting the health and safety of its employees, supply chain, port users and general public working or living near to our property. We believe in a zero impact proactive approach to managing health and safety work and we expect that all our partners uphold these same high standards in all their activities associated with their work on our assets.

Health and Safety will be undertaken to meet the requirements for the Jersey Regulations. Ports of Jersey will provide a Health and Safety Project Co-Ordinator (HSPC) for the works to meet the requirements of the 'Management in Construction (Jersey) Regulations 2016' and full RAMS and Programme of Works will be required before commencement, noting that work will be over/adjacent to water.

This is a scored question and carries a total weighting of **20%**. Areas to be evaluated will include but, not be limited to:

- Delivery Model / Organisational Structure
- Where the bidder proposes using sub-contractors, please list names of the proposed sub-contractors together with its registered or principal office and, where applicable, the sub-contractor's parent company. A brief summary of the sub-contractors capabilities and experience along with relevant industry accreditations should also be included.

Response Guidance

The response must include as a minimum, the following:

- Organogram of key personnel including lead technical operatives
- Details of how the organisation will ensure continuity of resource and knowledge
- Details of how they will ensure the right people are available from the right organisation at the right time.
- Submission of example RAMS

(Maximum 2 Sides of A4, Minimum Font 11 Arial)

AF4 – Sustainability / Social Engagement

This is a scored question and carries a total weighting of **15%**.

Ports of Jersey exists to serve our community and the economy that supports it. We have a responsibility to the environment, to our community, to our customers, to our partners and to our employees. We believe that the best way we can help build the future that Jersey deserves is by taking a leading role in developing a sustainable future for our Island and tackling the challenges this brings head-on.

Our sustainability strategy, [Ports' Planet and People Plan](#), sets out what we are going to do, with your help, to secure a bright future for Jersey and make our contribution to the global call for action.

Our Ports' Planet and People Plan is built upon four key pillars: climate, biodiversity, waste circularity and people. At a strategic level, this plan outlines our key ambitions and objectives for our developments, operations, people and the Island in general.

We want to work with organisations who share our values and will use our projects as opportunities to maximise the positive impact for our Island community and beyond.

Response Guidance

Response Areas to be evaluated will include but, not be limited to:

- A clear Sustainability and Social Value statement, highlighting your sustainability targets and accreditations and examples of initiatives you undertake as an organisation to deliver Social Value to the local community, linking to our four pillars listed above.
- Confirm your commitment to fair treatment of your employees i.e., paying Jersey Living Wage, workplace equality and diversity, health and wellbeing
- Describe how, throughout the contract period, you will contribute towards supporting our Island's skills gap through initiatives such as: apprenticeship opportunities; work placements; training; maximizing local spend; engaging with local supply chain
- Describe the initiatives, additional to the scope of works, that your organisation will undertake to deliver social, economic and environmental benefit to the Island throughout the contract period and

- how you will measure and report on their delivery
- Advise the feasibility of for the items to be recycled at the end of their useful life.

Report on set deliverables in the contract (pick a minimum of 2 from the list or do all of them):

- At least 0.5% of contract profit to be donated to a Jersey charity or social enterprise
- Training offered to at least 75% of your staff during the contract period
- Member of Eco Active Business Network
- At least 1 new local apprenticeship/work experience (or full time employee) during the contract period
- At least 1 hour per employee per year during the contract period given to volunteering for a Jersey charity or social enterprise
- At least 1 hour per employee per year given to supporting their mental and physical health and wellbeing.

(Maximum 4 Sides of A4, Minimum Font 11 Arial)

Commercial Response

The total cost of ownership will be a significant factor in PoJ choice of solution. Tenderers must clearly state the complete price (all fees and charges) for this requirement.

The complete price is to be declared with all costs chargeable to PoJ. All prices quoted shall be in pounds sterling (GBP), exclude GST / VAT and shall be fixed and firm.

PoJ will not accept liability for any costs omitted from the Activity Schedule that the Tenderer has not declared in this submission as falling payable by PoJ.

Prices will not be amended after acceptance of the RFQ, unless agreed with PoJ before issue of the contract documents. The reasons for amendment (e.g. change in specification) and the price changes must be agreed by in writing.

PoJ reserves the right to conduct post-tender price negotiation with the three highest placed Tenderers. Scoring will be adjusted accordingly.

This is a scored section and carries a total weighting of 35%.

Response Guidance

Please provide an activity schedule (Rate and Qty) of the key tasks, as minimum this needs to include:

- Mobilisation
- Survey operations
- Demobilisation
- Processing, interpretation and reporting
- Labour Rate Table

Request for Proposal
ANS Surveillance Data Processing System
C-CA24015
Jul-24

Appendix G - DRAFT NEC3 Contract

Annex – Exclusion Grounds – Public Procurement

MANDATORY EXCLUSION GROUNDS

Listed in Public Contract Regulations 2015 (as amended) R57(1), (2) and (3) and the Public Contract Directives 2014/24/EU Article 57(1).

- 1) Participation in a criminal organisation
 - a) Participation offence as defined by section 45 of the Serious Crime Act 2015
 - b) Conspiracy within the meaning of:
 - i. section 1 or 1A of the Criminal Law Act 1977 or
 - ii. 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.
- 2) Corruption
 - a) 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;
 - b) The common law offence of bribery;
 - c) 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.
- 3) Terrorist offences or offences linked to terrorist activities
 - a) Any offence:
 - i. listed in section 41 of the Counter Terrorism Act 2008;
 - ii. listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
 - iii. under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points.
- 4) Money laundering or terrorist financing
 - a) Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002
 - b) 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.
- 5) Child labour and other forms of trafficking human beings
 - a) An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 - b) An offence under section 59A of the Sexual Offences Act 2003
 - c) An offence under section 71 of the Coroners and Justice Act 2009;
 - d) 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
 - e) An offence under section 2 or section 4 of the Modern Slavery Act 2015.
- 6) Non-payment of tax and social security contributions
 - a) Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.
 - b) Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:
 - i. HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
 - ii. 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;
 - iii. 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.
- 7) Other offences
 - a) 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.
 - b) Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.

- 8)
- 9) In addition for procurements commenced and not finalised before 11pm 31st December 2020
- 10) Fraud
- a) 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 common law offence of cheating the Revenue;
 - ii. the common law offence of conspiracy to defraud;
 - iii. fraud or theft within the meaning of the Theft Act 1968, 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;
 - ix. the possession of articles for use in frauds within the meaning of section 6 of the

DISCRETIONARY EXCLUSIONS GROUNDS

1. 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, but not limited to, the following:-
 - a) In the last 3 years, 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).
 - b) 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.
 - c) In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation.
 - d) 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).
 - e) Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
 - f) Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
 - g) Where the organisation has been in breach of the National Minimum Wage Act 1998.
2. 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.
3. Grave professional misconduct - Guilty of grave professional misconduct
4. Distortion of competition - Entered into agreements with other economic operators aimed at distorting competition.
5. Conflict of interest - Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure or been involved in the preparation of the procurement procedure.
6. Been involved in the preparation of the procurement procedure. - Advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure.

7. 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.
8. 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.
9. Breach of obligations relating to the payment of taxes or social security contributions - The contracting 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.

ADDITIONAL GROUNDS

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

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

- a) *ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;*
- b) *ILO Convention 98 on the Right to Organise and Collective Bargaining;*
- c) *ILO Convention 29 on Forced Labour;*
- d) *ILO Convention 105 on the Abolition of Forced Labour;*
- e) *ILO Convention 138 on Minimum Age;*
- f) *ILO Convention 111 on Discrimination (Employment and Occupation);*
- g) *ILO Convention 100 on Equal Remuneration;*
- h) *ILO Convention 182 on Worst Forms of Child Labour;*
- i) *Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;*
- j) *Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);*
- k) *Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)*
- l) *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:-

- a) The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- b) The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- c) 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).
- d) 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)