



**INVITATION TO TENDER
ESS ERIC
Ref: 20/002**

Contact for ESS ERIC	Professor Rory Fitzgerald	Closing time and date for Receipt of Tenders: 12 noon on 30 November 2020 tenders.esseric@city.ac.uk
Telephone	+44 7528 946172	

You are invited to submit a proposal for the supply of the service stated below.

Introduction and Requirement

The European Social Survey (ESS) is an academically-led biennial cross-national general social survey. From 2013 onwards, the ESS was established as a European Research Infrastructure Consortium (ESS ERIC), a legal entity formed by its participating member countries. The ESS ERIC has a General Assembly, which is the ultimate decision-making organ of the infrastructure. Each country is represented on the GA by a representing entity. The statutes for ESS ERIC can be found [here](#). The GA appoints a Director who is charged with ensuring the effective direction and operation of the research infrastructure. The current Director is Professor Rory Fitzgerald and the Deputy Director HQ is Dr Eric Harrison. The ESS HQ is housed at City, University of London, UK.

The survey aims to chart stability and change in the social fabric of Europe as well as developing and utilising the highest standards in cross-national research. The core of ESS operations are the conduct of an hour-long face-to-face survey every two years amongst a representative sample of the general residential population aged 15 and older in 20 or more participating European countries (plus Israel). It is therefore a repeat, cross-sectional, cross-national, general social survey. Further details about the ESS can be found at www.europeansocialsurvey.org.

1. Background and Procedure

This document sets out the requirements for the provision of:

ESS Round 10 fieldwork in Slovakia

This Invitation to Tender is made available under the Open Procedure of the *Public Contract Regulations 2015* and a Notice of this opportunity was submitted to the *Official Journal of the European Union* on 27 October 2020.

2. Scope of service requirement

The European Social Survey, European Research Infrastructure Consortium (ESS ERIC) Director seeks to commission the fieldwork for ESS Round 10 in Slovakia.

3. Proposed approach for ESS Round 10 Fieldwork in Slovakia

The fieldwork organization has to follow the [Round 10 Survey Specification for ESS ERIC Member, Observer and Guest Countries](#) as amended from time to time, which will also be part of the contract.

The key tasks of the Survey Agency are preparing, conducting and monitoring of fieldwork, processing data and preparing deliverables. These tasks include, but are not limited to the following (please also refer to section 5 for more detail on requirements):

- Completing approximately 2,000 hour-long CAPI interviews, using a random sample of dwellings provided by the NCT.
- Visiting and coding final outcomes for a list of 3,801 issued sample units (dwellings) based on the agreed sample design (see [Sample Design Summary](#) for details of the sample design).
- Adhering to the rules regarding the form and number of contact attempts as stated in the “Round 10 Survey Specification for ESS ERIC Member, Observer and Guest Countries”.
- Implementing a response maximization plan to deliver the highest possible response rate (target response rate 55%).
- Adhering to the national COVID-19 pandemic regulations and guidelines. [ESS ERIC COVID-19 guidelines](#).
- Adhering to the General Data Protection Regulation (GDPR) and national laws. A Data Processing Agreement will be agreed between ESS ERIC (Controller) and the appointed Agency (Processor)
- Discussing the fieldwork procedures, progress and outcomes with the NCT (National Coordinating Team) in every phase.
- Monitoring fieldwork progress closely to allow the NCT to provide at least weekly information to the CST (Core Scientific Team) on fieldwork progress.
- Organizing face-to-face (or online using video-conferencing as a back-up option due to COVID-19) interviewer briefings jointly with the NCT.
- Completing an electronic contact form for every visit to sample units. This will include random selection of one eligible adult for interview from each issued dwelling.
- Conducting face-to-face interviews with CAPI (via Central Survey Tool Suite) in the Slovak and Hungarian language.
- Continually reporting on the fieldwork progress on a case-level basis. Input into interim data checks after a third of fieldwork is complete according to the specification provided by the CST and follow-up on any issues identified by these checks.
- Providing data for other required documents, e.g. fieldwork questionnaire, national technical summary, etc.
- Post-coding the open questions on education and occupation.

The Survey Agency to be appointed must have the following expertise and resources available:

- Minimum of 80 interviewers fluent in the Slovak and/or Hungarian language (maximum workload of 48 sample units per interviewer, excluding reissues) throughout Slovakia. Sampling design is set in Sampling design summary and approved by ESS ERIC Sampling design team. List of 3801 selected particular dwellings (gross sample size) will be provided by NCT.
- Interviewers experienced in face-to-face interviewing. Video interviews (as a back-up option) can be conducted in cases where a face-to-face interview has been refused. This has been introduced due to concerns over the willingness of some groups to take part in a face-to-face survey in light of the COVID-19 pandemic.
- Technical equipment for CAPI (TAPI) – Sufficient numbers of tablets.

- The ability to conduct all the required interviews during the period of 1 February 2021 to 15 August 2021.
- Installing the Central Survey Tool Suite (Main Questionnaire, Contact Form etc.) on mobile devices for interviewers to use it in the fieldwork for respondent selection, recording contact attempts, describing neighbourhood and for conducting the ESS interview.
- Pre-test of 50 cases prior to fieldwork, including video-interviewing.
- Preparing, printing and delivering the Advance letters (3801) and enclosing an unconditional incentive to the value of €5 with each.
- Printing the multiple sets of Showcards for the interviewers (see ESS ERIC COVID-19 guidelines)

Technical Requirements

Technical Requirements for interviewer laptops

- Windows 10 operating system (no Linux, Macintosh or other Windows operating systems can be supported)
- IE edge
- .Net framework 4.7
- Processor dual core 2GHz or higher (I5 or higher recommended)
- SSD hard drive
- Absolute minimum of 4 GB RAM
- Minimum of 20 GB Free disk space
- A screen resolution of at least 1280 x 768 pixels
- A broadband internet connection for data transfers (recommended for each interviewer laptop)
- All laptops must have a hard drive encryption on an operating system level
- Firewall
- Up-to-date professional antivirus software on each laptop

Technical requirements for Android tablets

- Android version 6.1.2 or higher
- Absolute minimum of 2GB ram
- Processor CPU 1.6GHz or higher
- A screen size of 10 inch or higher (smaller sizes not supported)
- Tablet should support storage encryption and this option should be enabled

Indicative Deadlines – tenderers should provide the timetable they can operate to but the final deadline cannot be moved. The final date for conclusion of fieldwork is 15 August 2021.

Receipt of tenders: 30th November 2020 (noon)

Note: Bidders may be requested to present proposals via online meeting(s): 1-4th December 2020

Award decision: 4th December 2020

Standstill period to 15th December 2020

Award Notice: 16th December 2020 & contract signing.

Activity start date: 11 January 2021

Pretesting: February 2021

Interviewer Briefings: February 2021

Start of the fieldwork: 15 March 2021

End of the fieldwork: 15 August 2021

Data processing, data coding: by September 2021

Data delivery from Survey Agency to National Coordinator (NC) team: by 1 October 2021

4. Application

Applications should contain the following sections and must be submitted in English (the working language of the ESS). Proposed key personnel should be fluent in written and spoken English.

Section 1

Section 1 should outline the expertise of the organisation(s) and the proposed leading individuals(s) with brief CV(s) attached.

Section 2

Applications should outline in detail the approach proposed to carry out fieldwork.

Section 3

A fully justified budget should be provided.

Please note that ESS ERIC is zero rated for VAT purposes, for suppliers in the EU. Budgets of up to €150,000 can be considered but value for money should be demonstrated and will be a key part of the evaluation. Unconditional incentives for respondents (5€ voucher) have to be included in the overall budget. Incentive to be sent to all sample units in the advance letter.

Proposals can be a maximum of 15 pages (A4, font size 12) (brief CVs can be additional). Longer proposals will NOT be considered.

Proposals should be sent as a single PDF to tenders.esseric@city.ac.uk by noon UK time on 30 November 2020. Applicants may be invited to present to the selection committee on a date to be agreed (estimated 1st- 4th December 2020).

The selection committee shall consist of: Professor Rory Fitzgerald, Achim Koch, Dr. Denisa Fedakova, Dr. Michal Kentos, Tim Hanson and Dr Lorna Ryan.

DETAILS

The successful applicant(s) should be available to start activities by 11 January 2021.

5. Requirements

For requirements see also [Round 10 Survey Specification for ESS ERIC Member, Observer and Guest Countries](#) and the [Sample Design Summary](#). Tenderers must show compliance with the following minimum requirements:

The organisation must have been operating with fully audited accounts for at least 5 years.

The organisation must have accepted the ESS Round 10 survey specifications as part of the contract.

The organisation must show it will conduct the fieldwork directly or specify the relationship with any partner organisation that will do this.

The organisation must demonstrate compliance with GDPR (it will be required to enter into a Data Processing Agreement with ESS ERIC as Controller) and applicable national law(s).

ESS follows the ISI guidelines for ethics and all work proposed should be in line with this guidance.

Details of procedures with respondents under 18 years of age should be included. In addition, the agency selected will be required to complete a report for the ESS ERIC Research Ethics Committee in the event of any adverse events occurring.

Tasks of the Survey Agency include, but are not limited to, the following activities:

- printing fieldwork materials (Contact Forms, showcards)
- pretesting (50 interviews, face-to-face and video interviewing)
- interviewer training, briefing, and monitoring,
- printing and delivering advance material (advance letters)
- purchasing incentives to be included with each advance letter (€5)
- sampling implementation (samples of households) (see [SDS](#))
- developing and implementing measures to enhance response rates (e.g. interviewer incentives)
- estimate response rate (expected minimum response rate is 55%) and introduce procedures for its achievement, including contingency strategies if the response rate falls short of target
- data collection: conducting interviews, completing electronic Contact Forms and interviewer questionnaires, neighbourhood questionnaire
- monitoring interviewers' and fieldwork progress, and providing case level fieldwork progress information to the CST,
- video interviewing (as a back-up option)
- back checks
- cleaning and editing data files,
- coding and classifying data,
- (helping) prepare data files and documents
- Technical requirements: tablets, uploading/installation apps to tables

Compliance with these minimum requirements will be assessed. Offers deviating from the minimum requirements or not covering all the minimum requirements may be rejected on the basis of non-compliance and will not be evaluated further.

The quality of the tender will be evaluated based on the following criteria and their corresponding weightings. In their technical proposals, tenders must include all the information required by the contracting authority to evaluate their tenders, as described below.

6. Award criteria

Award criteria	Weighting (%)
1) Project management	20
1.1) Work programme and project team	15
<p>The tenderers shall describe how they will meet the <i>above</i> outlined minimum requirements and provide an overall work plan. The tenderers should identify key risks to the delivery of R10 fieldwork according to the specification and how they will mitigate/manage these risks. The tenderers shall describe the composition of the team(s) and the experience of its members.</p>	
1.2) Timetable	5
<p>The tenderers should demonstrate how the timetable proposed will be met noting any sub milestones proposed or alterations required and linking resources to delivery.</p>	
2) Project methodology/ Survey implementation	30
<p>The tenderers shall describe the technical infrastructure they will put in place for the survey implementation. The tenderers shall describe experience of its interviewers and how quality and field controls will be implemented. The tenderers shall describe how they will store, handle and process any personal and sensitive data and what measures will be applied to ensure their security and compliance with data protection rules (GDPR) as well as research ethics.</p>	
3) Cost	50
<p>A fully justified budget should be provided. Costs to be presented in an understandable and transparent way differentiated according to the respective tasks.</p> <p>Please note that ESS ERIC is zero rated for VAT purposes.</p> <p>Budgets of up to € 150 000.00 (incentives included) can be considered but value for money should be demonstrated (Please note that this budget must include costs for incentives, as specified).</p> <p>The proposed budget should present the costs for the above - mentioned minimum requirements but also for measures to improve response rates.</p>	
TOTAL	100

Tenderers should ensure that their bid demonstrates ability and compliance in each of these areas as well as highlighting value added where possible. The successful tenderer(s) will subsequently be required to provide details of its insurance policy in relation to all aspects of cover, including public liability. Your tender should be written to demonstrate your firm's ability to meet the above criteria.

7. Budget and reporting

The ESS ERIC anticipates that the budget for the work include all costs, is likely to fall within the guideline range of up to a maximum of €150,000, including costs for incentives, but value for money is a crucial evaluation criteria. Bids of over €150,000 will be rejected.

The VAT exemption arrangements applying to goods and services for the ESS ERIC apply to suppliers in EU Member States. Please note that the budget should be specified in Euro and payments to the contractor will be in Euro. Should VAT become chargeable ESS ERIC will meet the additional costs.

8. Potential Business Available

The request for a proposal within this process may or may not result in a contract being awarded, the ESS ERIC does not commit to entering into a contract or commitment of any kind as a result of this process, commitment will only be by way of issue of a formal ESS ERIC purchase order.

9. Contract Duration and Scope

It is planned that the appointment will be made on 16th December 2020; the activities will commence on 11 January 2021 and conclude by September 2021.

10. Terms and Conditions

Any contract(s) resulting from this Invitation to Tender will be subject to the General Conditions of Purchase available from ESS ERIC website:

<https://www.europeansocialsurvey.org/about/procurement.html> The preferred bidder(s) may be asked to submit further corporate information appropriate to the business in hand.

You should particularly note the payment terms of the ESS ERIC.

11. Clarifications

All queries must be submitted to the ESS ERIC (tenders.esseric@city.ac.uk) **by 12 noon UK time on 16th November 2020**. Clarifications (unless of a purely administrative or trivial nature) will be anonymised and made available via the European Social Survey website (Procurement page). Clarifications will be posted as soon as possible and within 3 working days after acknowledged receipt.

12. Submission of Tenders

Tenders must be submitted to the ESS ERIC Director. Tenders must be received no later than

12:00 noon (UK time) on 30th November 2020

The tender box will close at that time and late submissions will not be possible.

In the event of any problems, contact Professor Rory Fitzgerald (r.fitzgerald@city.ac.uk)

13. Decision process / Next steps

The tenders will be considered by the ESS ERIC and award decision is likely to be around 2 weeks after the closing date. The ESS ERIC may or may not invite firms to present/discuss the proposals, as appropriate.

14. Schedule of pricing

Please submit your firm's quotation for the work in euros as follows:

ITEM	€
ESS R10 fieldwork in Slovakia	

Please state any assumptions or exclusions that you have made in your pricing proposal.

15. References and CVs

Please provide **two** referees whom we can contact to obtain references for similar type, size and scope of work undertaken. The contact details must include a telephone number and an email address.

Please provide the *curriculum vitae* of the key personnel whom you would plan to deploy to this contract (as a guide, 1 page maximum for each key member of staff, A4, 12 point font). The CV should indicate their expertise. You should also provide your procedure for knowledge transfer within your organisation in the event of a key member of staff leaving your firm.

16. Intellectual Property

All work commissioned by ESS ERIC under this agreement shall be the property of the European Social Survey ERIC.

The intellectual property (including, but not limited to, copyright, trade-marks and patents) and any derivative intellectual property in work carried out by the appointed firm shall transfer to the ESS ERIC on delivery.

The ESS ERIC shall be at liberty to update such work as its needs dictate.

17. Tender submission (proposal)

Your submission (in your firm's standard format) must include, as a minimum:

- a) A statement of how the service is to be delivered, managed and quality assured, in particular identifying where your firm has delivered similar services; Statement(s) / Case study (or studies) demonstrating successful delivery of similar work;
- b) Statement outlining the day-to-day methodology to be adopted for communication between ESS ERIC and your firm;
- c) A schedule of pricing (as stated above);
- d) References (as stated above);
- e) Completed, signed Form of Tender and Statement of Non-Collusion (form attached within this document);

- f) Company registration number (if registered at Companies House) or similar document (if available);
- g) Audited accounts for your firm's most recent financial year;
- h) Evidence of professional indemnity cover of at least €5 million; and
- i) Evidence of public third party liability insurance cover of at least €10 million for any one claim.

18. Timetable

It is planned that the following timetable will apply; but some dates may be subject to change during the procurement/tendering process:

Date	Event
27 th October 2020	Notice to be issued to the <i>Official Journal of the European Union</i> ; and Issue date of the Invitation to Tender
16 th November 2020	Deadline for requests for Clarifications. Clarifications (unless of a purely administrative or trivial nature) will be anonymised, sent to all firms invited to tender and deployed as an update on the ESS website – www.europeansocialsurvey.org as soon as practical after this time.
30 th November 2020	Deadline for submission of tenders via tenders.esseric@city.ac.uk (electronic submission only – no hard copies are required)
4 th December 2020	Award Decision
15 th December 2020	'Standstill' period ends
16 th December 2020	Award Notice issued
16 th December 2021	Contract start date

Appendix 1: Conditions

- 1) **Tenders** must be submitted via the ESS tenders email: tenders.esseric@city.ac.uk
- 2) Tenders must be received no later **12 noon UK time on 30th November 2020 and be sent to tenders.esseric@city.ac.uk**. **The call will close at that time and late submissions will not be possible.** ESS ERIC does not bind itself to accept the lowest tender or any offer and reserves the right to accept a tender either in whole or in part.
- 3) **Information**
 - a) Information supplied to Tenderers as part of the procedure is supplied in good faith. However, Tenderers must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused, arising from the use by Tenderers of such information.
 - b) ESS ERIC is subject to the provisions of the Freedom of Information Act 2000 (the “Act”) The Act provides that anyone can ask ESS ERIC for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which a Tenderer has provided and may provide in future to ESS ERIC will be subject to the Act.
 - c) The Act provides for certain information to be exempt from the general right of access if, for example, it is confidential information or its disclosure would, or would be likely to, prejudice the commercial interest of any person. Tenderers may therefore request that certain information in their Tender be treated as covered by these (or other) exemptions in the Act if appropriate. Please note, only information which is truly commercially sensitive, confidential or otherwise exempt should be marked as such. A *carte blanche* approach to confidentiality will not be acceptable to ESS ERIC or to the Information Commissioner who enforces the Act and can compel disclosure of information.
 - d) If information is requested by any person, ESS ERIC may be obliged to disclose such information, irrespective of the Tenderer’s wishes. This is because the availability of exemptions may be subject to a test of whether the public interest lies in disclosing the information or keeping it confidential. The decision to disclose rests with ESS ERIC but is subject to review by the Information Commissioner or Tribunal.
 - e) Requests for information to be treated as commercially sensitive, confidential or otherwise exempt under the Act should accompany your Tender and must include a clear and substantive justification (which ESS ERIC is able to disclose) together with a time limit after which any such information may be disclosed. Tenderers should ensure any information considered to be exempt is clearly marked as such (preferably by watermarking relevant pages of the document “FOI exempt”).
 - f) Tenderers should be aware however that any such information may still be disclosed if the public interest requires it or if the Information Commissioner or the Information Tribunal determines it must be disclosed.
 - g) Regardless of the success or otherwise of the Tender, information about the Tender may be disclosable under the Act, subject to statutory exemptions.
 - h) If ESS ERIC receives a request under the Act, which involves information provided in a Tender, ESS ERIC may, but is not obliged to, consult you. However, ESS ERIC has a very limited time in which to decide whether information can be released, so it is imperative that you ensure that ESS ERIC has up-to-date contact details and that the contact is able to respond to a request quickly. If a quick response cannot be provided, ESS ERIC will have to make a decision without your input.

4) This Invitation and any accompanying documents are and shall remain the property of ESS ERIC.

5) Prices

a) Prices must be stated in accordance with the response to the Specification and must remain open for acceptance for **at least 60 days from date of offer**.

6) Tender Documentation and Submission

a) Services offered should, wherever possible, be in accordance with every element of the Requirements statement. Alternative services may be offered but all differences between such items and the Specification must be indicated in detail on the response to scope of service requirement.

b) All queries or clarifications must be submitted via the ESS ERIC tender email – tenders.esseric@city.ac.uk by 12 noon UK time on **16th November 2020**. Clarifications (unless of a purely administrative or trivial nature) will be anonymised and deployed as an update on the ESS website (www.europeansocialsurvey.org).

c) Tenderers must not alter any of ESS ERIC's Invitation to Tender documents.

d) Tenders must be made up of:

- i) your Proposal (see section 4 Application, above);
- ii) a Schedule of Price (see above);
- iii) references;
- iv) completed signed Form of Tender and Statement of Non-Collusion;
- v) evidence of professional indemnity cover of at least €5 million;
- vi) evidence of public third party liability insurance cover of at least €10 million;
- vii) your company registration number (if registered at Companies House); and
- viii) audited accounts for the most recent financial year.

e) If a Tender submission has gaps, omissions or obvious errors, ESS ERIC reserves the right to reject that offer. In signing the Form of Tender the Tenderer accepts all the conditions listed in this section.

7) Evaluation Criteria and Award

a) The contract(s) will be awarded on the basis of the Most Economically Advantageous Tender as set out above.

b) Whilst new proposals for all the individual elements are invited and will be evaluated and added to the final contract element by element, the award of the contract will be based on the services in the Schedule and scored using the scoring mechanism described above.

8) Collusive Tendering and Inducements

a) Any Tenderer who directly or indirectly canvasses any Member, Officer or Representative of ESS ERIC concerning the award of the Contract, or who directly attempts to obtain

information about the Tender or Contract other than from the published contact for the tender will be disqualified.

- b) Any Tenderer, employee of the tenderer, or consultant acting on behalf of the tenderer, who is known to any Member, Officer or Representative acting on behalf of ESS ERIC concerning this Tender or Contract, must declare the names of the persons and their relationship, in the Tender submission.
- c) Any Tenderer who:
 - i) fixes or adjusts the amount of his tender by or in accordance with any agreement or arrangement with any other person; or
 - ii) communicates to any person other than ESS ERIC the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or for insurance purposes); or
 - iii) enters 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
 - iv) tenders, or agrees to pay, or gives 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 tender or proposed tender for the Services any act or omission;

shall (without prejudice to any other civil remedies available to ESS ERIC and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

9) Proposed period of work

It is envisaged that the contract will be let by 16th December 2020, for activities to start by 11th January 2021 and it is anticipated that the work should be completed by September 2021, with data delivery from the survey agency to the NC Team on 1/10/2021. There will be a requirement for monthly progress reviews.

10) Sustainability

- a) It is ESS ERIC's policy actively to promote sustainability through procurement. ESS ERIC's approach to sustainable procurement means that the long-term environmental, social and economic factors must be considered by the contractor over the whole life of the contract in the drive for continuous improvement.
- b) ESS ERIC encourages contractors to reduce all unnecessary waste, re-use and to recycle wherever possible.
- c) ESS ERIC also welcomes new developments and innovation by contractors to reduce waste, energy and water consumption; only to use raw materials where possible from renewable resources and to support economic sustainability.
- d) Where sustainability proposals are considered to be directly relevant to the contract they will be included in the criteria used for tender evaluation.

11) Equality of Opportunity and Diversity Policy

- a) ESS ERIC has responsibilities to ensure that organisations that deliver services on its behalf, or from whom ESS ERIC purchases goods and services, do so in accordance with its policies. ESS ERIC expect all organisations with whom it has a contract to deliver services as required on an equal and fair basis and to have, and implement, equality and diversity policies that are compatible with those of ESS ERIC.

Appendix 2: Form of Tender and Statement of Non-Collusion

Form of tender

We confirm that our Tender submission is fully compliant with this Invitation to Tender. We accept that our Tender may form part of any contract if successful.

Statement of non-collusion

The essence of selective tendering for any contract is that ESS ERIC shall receive *bona fide* competitive Tenders from all Tenderers.

In recognition of this principle, we certify that this is a *bona fide* offer, intended to be competitive and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

We also certify that we have not done and undertake that we will not do at any time any of the following acts:

- a) communicate to a person other than ESS ERIC, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to this or any other offer or proposed offer, any act or omission.

We agree that ESS ERIC may, in its consideration of the offer and in any subsequent actions, rely upon this Statement.

Signed

Signature

Name

Name of signatory

In the capacity of (and
authorised to sign this
Form)

Job title

Tenderer

Name of firm

Date

Date

Appendix 3: Tenderer Questionnaire

1.1 Tenderer details	Answer	
Full name of the Tenderer completing the Questionnaire		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent Company		
Name of ultimate parent Company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	0 Yes
	ii) a limited company	0 Yes
	iii) a limited liability partnership	0 Yes
	iv) other partnership	0 Yes
	v) sole trader	0 Yes
	vi) other (please specify)	0 Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	0 Yes
	ii) Small or Medium Enterprise (SME) ¹	0 Yes
	iii) Sheltered workshop	0 Yes
	iv) Public service mutual	0 Yes
1.2 Bidding model		
Please mark 'X' in the relevant box to indicate whether you are:		
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	0 Yes	
b) Bidding as a Prime Contractor and will use third	0 Yes	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

<p>parties to deliver <u>some</u> of the services</p> <p>If yes, please provide details of your 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.</p>	
<p>c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services</p> <p>If yes, please provide details of your 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.</p>	<p>0 Yes</p>
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the authority (i.e., The ESS ERIC) may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	<p>0 Yes</p> <p><u>Consortium members</u></p> <p><u>Lead member</u></p>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p>0 Yes</p> <p><u>Consortium members</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle</u></p>

1.3 Contact details	
Tenderer contact details for enquiries about this Questionnaire	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If Yes, please provide the registration number in this box.</p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>

2 - Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have

not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) 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;		
(b) 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;		
(c) the common law offence of bribery;		
(d) 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;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section		

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) 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;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act		

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

3. Grounds for discretionary exclusion – Part 1

The authority may exclude any Tenderer who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 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 Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Tenderer.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Tenderer (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Tenderer completing this Questionnaire. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Tenderer selection, tender evaluation, contract award stage etc.). Tenderers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

‘Self-cleaning’

Any Tenderer that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer shall be given a statement of the reasons for that decision.

4. Grounds for discretionary exclusion – Part 2

The authority reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the authority has indicated that the contract is over £5million in value, and the authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Tenderer submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 1. a Relevant Tax Authority successfully challenging the Tenderer under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 2. the failure of an avoidance scheme which the Tenderer was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

- (b) the Tenderer’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company’s tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking ‘X’ in the relevant box).		
4.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="radio"/> Yes <input type="radio"/> No
4.2	Been found to be incorrect as a result of: <ul style="list-style-type: none"> ▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or ▪ A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or ▪ the failure of an avoidance scheme which the Tenderer was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Tenderer is established. 	<input type="radio"/> Yes <input type="radio"/> No
<p>If answering “Yes” to either 4.1 or 4.2 above, the Tenderer may provide details of any mitigating factors that it considers relevant and that it wishes the authority to take into consideration. This could include, for example:</p> <ul style="list-style-type: none"> ● Corrective action undertaken by the Tenderer to date; ● Planned corrective action to be taken; ● Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or ● Changes in financial, accounting, audit or management procedures since the OONC. <p>In order that the authority can consider any factors raised by the Tenderer, the following information should be provided:</p> <ul style="list-style-type: none"> ● A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign Tax Authority has challenged pursuant to the GAAR, the “Halifax” 		

abuse principle etc.

- Where the OONC relates to a DOTAS, the number of the relevant scheme.
- The date of the original “non-compliance” and the date of any judgement against the Tenderer, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

5 - Economic and Financial Standing

FINANCIAL INFORMATION									
5.1	<p>Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years</td> <td></td> </tr> <tr> <td>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organization</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td>(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> <td></td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years		(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organization		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
(a) A copy of the audited accounts for the most recent two years									
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organization									
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).									
5.2	<p>Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this Questionnaire, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.</p> <p>0 Yes 0 No</p>								
5.3	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Tenderer completing the Questionnaire</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. 0 Yes 0 No</p> <p>If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary? 0 Yes 0 No</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?)</p>	Name of the organisation		Relationship to the Tenderer completing the Questionnaire					
Name of the organisation									
Relationship to the Tenderer completing the Questionnaire									

6 – Technical and Professional Ability

6	Relevant experience and contract examples			
	<p>See Section 15[above]: Two referees are requested.</p> <p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the authority’s requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Tenderer is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		Contract 1	Contract 2	Contract 3
6.1	Name of customer organization			
6.2	Point of contact in customer organisation Position in the organisation E-mail address			
6.3	Contract start date Contract completion date Estimated Contract Value			
6.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			
6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.				

7. Additional Questions

Tenderers who self-certify that they meet the requirements for these additional questions will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking ‘X’ in the relevant boxes.

A – Project specific questions to assess Technical and Professional Ability

Further project specific questions relating to the technical and professional ability of the Tenderer.

B - Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer’s (Compulsory) Liability Insurance = €5,000,000 Public Liability Insurance = €10,000,000 Professional Indemnity Insurance = €5,000,000 Product Liability Insurance = €5,000,000</p> <p>* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of €5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
----	---	---

C – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	0 Yes 0 No
----	--	---------------

D - Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	0 Yes 0 No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	0 Yes 0 No

E - Health and Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	0 Yes 0 No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	0 Yes 0 No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	0 Yes 0 No

8 – 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 Tenderer**).

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 Questionnaire	Appendix number

QUESTIONNAIRE COMPLETED BY

8.1	Name	
8.2	Role in organisation	
8.3	Date	
8.4	Signature	