



**INVITATION TO TENDER**  
**TENDER INSTRUCTIONS RELATING TO**  
**THE PROVISION OF**  
**EVENT IMPACTS RESEARCH AND EVALUATION**

## INSTRUCTIONS

### 1. ABOUT UK SPORT

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

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK. Through the Gold Event Series, UK Sport will support the bidding and staging of major international sporting events up to 2019.

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

### 2. INVITATION TO TENDER (ITT)

The Major Events Team in UK Sport requires some detailed research and evaluation to be undertaken on the benefits of hosting a major event. The evaluation should include a detailed assessment of the economic benefits as well as a full evaluation of other impact areas, such as tourism, business, physical, social, community and media/broadcast. The project will require an established and experienced organisation, with a proven track record of undertaking research and evaluation in this field.

UK Sport now invites Tenders for the provision of Event Impacts Research and Evaluation ("the Services") in accordance with this ITT and the attached documents. As this process is conducted below the EU threshold for tenders there is no separate pre-qualification stage or questionnaire but potential suppliers are required to register their expression of interest in tendering in accordance with paragraph 5 below.

### 3. STRUCTURE OF ITT

3.1 The ITT is divided into the following sections:

- **Instructions** – this contains UK Sport's general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against. **A checklist is at Appendix 3 which sets out the dates and times by when documents need to be sent in by Tenderers;**
- **Specification** – this describes the service/quality standards required to provide the Services (Appendix 1). Please note that only on receipt of a signed confidentiality agreement will UK Sport issue the full tender specification;

- **Forms** – contain the forms required to be completed and submitted with tenders (Appendix 2);
  - Form of Tender
  - Bona Fide Tendering Certificate
  - Declaration of Criminal convictions, Tax Affairs and Controversial Situations
  - Certificate of Insurance
  - Freedom of Information Form
  - Non-Canvassing, Non-Collusion and Non-Corruption Certificate
  - References
  - Data Protection Questionnaire
- Checklist of documents to be returned (Appendix 3)
- Contract terms (Appendix 4)

#### 4. **TENDER TIMETABLE AND CONTRACT PERIOD**

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

<b>Date</b>	<b>Activity</b>
Monday 1 <sup>st</sup> April 2019	Tender advertisement published and ITT made available to interested Tenderers
Monday 8 <sup>th</sup> April 2019	Tenderers to express interest and send contact details for lead contact and a signed Two-Way Confidentiality Agreement to receive the full tender specification
Friday 12 <sup>th</sup> April 2019	Tenderers to submit clarification questions by email
Wednesday 17 <sup>th</sup> April 2019	UK Sport to issue responses to clarification questions
Friday 26 <sup>th</sup> April 2019	Deadline for receipt of tenders
Friday 3 <sup>rd</sup> May 2019	Completion of Assessment of tenders
Tuesday 7 <sup>th</sup> May 2019	Notification of successful tenderer/unsuccessful tenderers

Tuesday 7 <sup>th</sup> May – Tuesday 14 <sup>th</sup> May 2019	Standstill period
Wednesday 15 <sup>th</sup> May 2019	Contract commencement date

## 5. EXPRESSIONS OF INTEREST

- 5.1 Suppliers wishing to tender are requested to register their expression of interest by emailing karen.weir@uksport.gov.uk **by Monday 8<sup>th</sup> April 2019** and attaching a signed copy of the Confidentiality Agreement. On receipt of the Confidentiality Agreement, the full tender specification will be issued. Clarification questions that suppliers may have in accordance with paragraph 8 of this ITT should be emailed to karen.weir@uksport.gov.uk by **Friday 12<sup>th</sup> April 2019**.

## 6. CONTRACT

- 6.1 The contract shall commence on Wednesday 15<sup>th</sup> May 2019 until Friday 9<sup>th</sup> August 2019 unless terminated in accordance with the terms of the contract.
- 6.2 The draft template contract is attached at Appendix 4. This is a standard UK Sport and it will only be amended on appointment of the successful Tenderer in order to incorporate the Tenderers' commercial offer and any material points based on Tenders.

## 7. DISCLAIMER COSTS AND EXPENSES AND DISCONTINUANCE OF TENDER

- 7.1 Nothing in this ITT binds UK Sport to accept a Tender and award a contract. UK Sport reserves the right to discontinue this Tender at any time during the ITT process and not to accept a Tender or award a contract.
- 7.2 UK Sport shall not be liable to the Tenderer in any way whatsoever for the Tenderer's costs and expenses incurred during the tender process from its discontinuance or in relation to which a contract is not awarded.
- 7.3 The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
- 7.4 Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.

## 8. INFORMATION AND QUERIES

- 8.1 Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the ITT. UK Sport will reasonably endeavour to answer all written

enquiries prior to Tenders being submitted. UK Sport reserves the right not to respond to a request for information or clarification.

- 8.2 UK Sport reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.
- 8.3 The deadline by which to submit clarification questions and requests for further information is Friday 12<sup>th</sup> April. Responses will be circulated to tenderers by email, with all tenderers BCC'd.
- 8.4 All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Karen Weir

UK Sport, Ground Floor, 21 Bloomsbury Street, London, WC1B 3HF

Email: karen.weir@uksport.gov.uk

## 9. **BEST VALUE**

- 9.1 In pursuit of continuous service improvement and efficiency, UK Sport will require a commitment from the successful Tenderer to provide management information on the development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.

## 10. **PREPARATION OF TENDER**

- 10.1 This ITT (including all its appendices and attachments) has been prepared by UK Sport for the sole purpose of enabling Tenderers to submit Tenders to UK Sport. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. UK Sport does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by UK Sport in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by UK Sport, such information may be disclosed:-

- 10.1.1 by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or

- 10.1.2 by UK Sport in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.

## 11. **FREEDOM OF INFORMATION AND TRANSPARENCY**

- 11.1 Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Tenderers. This right does

not extend to information which is confidential and/or commercially sensitive or otherwise "exempt" from disclosure under FOI. As a consequence only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.

- 11.2 Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Sport and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport's document retention and disposal policy.
- 11.3 UK Sport reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport's legal duties and lawful discretion generally or in relation to the tender process.

## 12. **PREPARATION AND DELIVERY OF TENDER DOCUMENTS & PRESENTATION STAGE**

- 12.1 UK Sport reserves the right not to accept the lowest or any Tender.
- 12.2 The Tenderer respond to the Tender Requirements as set out in paragraph 16 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 3.
- 12.3 The tender documents must be signed and delivered to:  
  
Karen Weir  
UK Sport  
Ground Floor  
21 Bloomsbury Street  
London  
WC1B 3HF  
And e-mailed to karen.weir@uksport.gov.uk
- 12.4 **Tenders must be delivered by no later than 5pm, Friday 26<sup>th</sup> April 2019.**
- 12.5 No envelope shall bear on the outside any name or mark by which the Tenderer can be identified including any name or mark appearing on the envelope by virtue of the method of delivery, such as Post Office Recorded Delivery or courier. UK Sport will not accept tenders submitted by telegram, telex, fax, telephone or via online file sharing sites such as Dropbox.
- 12.6 Tenders shall remain open for acceptance for a period of 60 days (sixty days) from the Tender submission date.

### 13. REFERENCES

- 13.1 References are required and Tenderers must complete the references form at Appendix 2. UK Sport reserves the right to contact referees (two per Tenderer) during the ITT period. If UK Sport decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls in order to avoid any delay.
- 13.2 The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.

### 14. TENDER EVALUATION

- 14.1 Prior to evaluating Tenders, UK Sport will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.
- 14.2 UK Sport will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to UK Sport against the following weighted factors:

#### Price and overall cost of the contract to UK Sport (30%)

Price Criteria	Score (Max 5)	Weighting	Score x Weight
Assessment of the proposed costs of the contract against the proposed scope and outputs.		100%	
<b>Total</b>		100%	

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

Quality Criteria	Score (Max 5)	Weighting	Score x Weight
Ability to make an impact assessment of major sports events, including consideration of monetised and non-monetised benefits and the wider longitudinal impact, covering the following impact areas: Economic/Tourism/Business/ Physical/Individual/Social/Community/ Broadcast/Media/Profile		60%	
Ability to demonstrate previous experience of undertaking research for mega events and working within the public sector / HMT		30%	

Green Book / ROI Public Spending Code guidelines.			
Efficiency and effectiveness of project management proposals including resourcing the project, working effectively with other agencies and UK Sport, and engaging proactively to improve the output of the research project.		10%	
<b>Total</b>		100%	

14.3 The winner will be Tenderer with the highest score against the above criteria.

## 15. THE TENDER EVALUATION SCORES

15.1 The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the UK Sport's requirements as set out in the tender documentation would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed UK Sport's core expectations as expressed in the Specification. UK Sport encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

### ITT Quality Evaluation Scoring Methodology

15.2 The basis for the scoring of Tenders will be in accordance with the following scale:

<b>1</b>	<b>Unsatisfactory</b>	A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit.
<b>2</b>	<b>Marginal</b>	A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard.
<b>3</b>	<b>Satisfactory</b>	A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient.

<b>4</b>	<b>Very Good</b>	A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
<b>5</b>	<b>Excellent</b>	A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.

## 16. TENDER REQUIREMENTS

- 16.1 The Tender requirement to the evaluation criteria are set out below. Tenderers are required to respond to ALL of the Tender requirements set out below. To assist UK Sport's evaluation of a Tender submission, please ensure Tenders clearly cross-refer to the Tender requirements set out below. Any relevant supporting tender documentation must also be clearly identifiable by the evaluation criteria number.
- 16.2 Instructions for completing Tenders – please ensure these are followed:
- 16.2.1 Answers must be on A4 paper with a minimum font size 11. The paper layout can either be landscape or portrait. A3 paper can be used where use of diagrams, graphs etc. is required.
  - 16.2.2 Tenderers are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender. This information is not subject to a word count limit.
  - 16.2.3 Except to assist with proposals for the commercial sponsorship offer, please do not provide any corporate marketing material along with Tenders.
  - 16.2.4 When providing examples, Tenderers must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Tenderers have provided delivery to organisations similar to UK Sport.
  - 16.2.5 If Tenderers do include examples, where possible, fresh examples for each criteria are preferred by UK Sport. It is not acceptable to repeat the same example.
  - 16.2.6 The word counts against each tender requirement are maximum word limits. Tenderers can write less.

<b>Price Criteria</b>	<b>Tender Requirement</b>	<b>Weighting (100%)</b>
<b>1.</b>	Assessment of the proposed costs of the contract in relation to the proposed scope and outputs.	100%
<b>Quality Criteria</b>	<b>Tender Requirement</b>	<b>Weighting (100%)</b>
<b>1.</b>	Ability to make an impact assessment of major sports events, including consideration of monetised and non-monetised benefits and the wider longitudinal impact, covering the following impact areas: Economic/Tourism/Business/ Physical/Individual/Social/Community/ Broadcast/Media/Profile	60%
<b>2.</b>	Ability to demonstrate previous experience of undertaking research for mega events and working within the public sector / HMT Green Book / ROI Public Spending Code guidelines.	30%
<b>3.</b>	Efficiency and effectiveness of project management proposals including resourcing the project, working effectively with other agencies and UK Sport, and engaging proactively to improve the output of the research project.	10%

## 17. **STAFFING ISSUES AND TUPE**

- 17.1 UK Sport is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part of.
- 17.2 Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.

## 18. **NON-CONSIDERATION OF TENDER**

- 18.1 A Tender may not be considered if:
  - 18.1.1 it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or
  - 18.1.2 it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
  - 18.1.3 the Tenderer fails to provide within 7 days any relevant documentary evidence requested by UK Sport and not supplied with the Tender held by any signatory to the Tender; or
  - 18.1.4 it has attempted or does attempt to make its Tender conditional on the acceptance by UK Sport of any other Tender contract or proposal; or
  - 18.1.5 it does not comply with paragraph 12.

## 19. **REJECTION OF TENDER**

- 19.1 UK Sport may reject any Tender (which shall be without prejudice to UK Sport's legal remedies) submitted by a Tenderer who has:
  - 19.1.1 made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform UK Sport if they are having difficulty completing it.
  - 19.1.2 directly or indirectly canvassed any official of UK Sport concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender.
  - 19.1.3 fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person.
  - 19.1.4 communicated to any person other than UK Sport the amount or approximate amount of the price shown in its tender, except where such disclosure is made

in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.

- 19.1.5 entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar.
- 19.1.6 made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise.
- 19.1.7 offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations please note:

Tenderers will be excluded from the tender 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 tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If Tenderers have answered "yes" to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil your obligations since learning of the exact amount due. If Tenderer is in that position please provide details using a separate document. Tenderers may contact UK Sport for information about how to do this before completing this form.

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

The word "Tenderer" for these purposes shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.

## **20. ACCEPTANCE OF TENDER**

- 20.1 Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a 7 day standstill period.
- 20.2 Until the formal signing of the contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the 7 day standstill period has ended. The 7 day standstill period shall commence from the date notification to the successful Tenderer.

20.3 After the 7 day standstill period has elapsed, UK Sport will request the successful Tenderer to sign the contract. Failure to comply with UK Sport's requests to promptly sign the contract under will amount to a breach of contractual obligation and UK Sport will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Tenderer.

## 21. **TENDER MATERIAL**

21.1 ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by UK Sport or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of UK Sport or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UK Sport without delay if any additional Tender Material is required for the purpose of tendering.

21.2 In the event that a recipient of Tender Material decides not to participate in the submission of a tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the competition is known.

21.3 The Intellectual Property Rights in Tender Material may belong to UK Sport or a third party. The Tender Material may only be used for the purpose of responding to this invitation to tender and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of UK Sport. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, UK Sport, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

## 22. **PUBLICITY AND BRANDING**

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful.

## **Appendix 1 Specification**

**To be supplied upon submission of the Confidentiality Agreement by 8<sup>th</sup> April 2019.**

## **Appendix 2 Forms**

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

**FORM OF TENDER**

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

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

- a. Invalidate the tender; or
- b. Ask the tenderer to stand by the Tender as submitted or withdraw it; or
- c. Allow the Tender to be amended.

**TO: THE UNITED KINGDOM SPORTS COUNCIL**

I/we hereby undertake to

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

- Contract
- Specification & Pricing Matrix
- Form of Tender
- Certificate of Bona fide tendering
- Declaration of Criminal Convictions, Tax Affairs and Controversial Situations
- Certificates of Insurance
- Tenderers statement in relation to Freedom of Information
- Non-Canvassing, Non-Collusion and Non-Corruption Certificate

At the price given in the Tender.

Dated this.....day of.....2019.

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

Name of Company.....

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

**BONA FIDE TENDERING CERTIFICATE**

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

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

- a) We have communicated the amount of our tender to any other person before the time of submission of this tender;
- b) any other tenderer was reimbursed any part of their tendering costs;
- c) our tendered prices have been adjusted by reference to those of any other tenderer.

We understand that UK Sport reserves the right to seek clarification and/or negotiate pre – tender and post tender.

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

Dated this.....day of.....2019

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

Name of Company.....

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

**DECLARATION OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS**

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

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

<b>Offences</b>	<b>Please indicate your answer by marking 'X' in the relevant box.</b>	
	<b>Yes</b>	<b>No</b>
(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 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 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.		
(j) any offence under section 1, 2 or 4 of the Modern Slavery Act 2015		

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

**Non-payment of taxes or social security contributions**

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

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

<b>Controversial Situations</b>	<b>Please indicate your answer by marking 'X' in the relevant box.</b>	
	<b>Yes</b>	<b>No</b>
(a) your organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time;		
(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 England & Wales, Scotland or Northern Ireland;		
(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 (see note below) that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of this procurement procedure has resulted		

in a distortion of competition, that cannot be remedied by other, less intrusive, measures;		
(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		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

**Conflicts of interest**

In accordance with question 3 (e), the authority may exclude the Supplier 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 Supplier to inform the authority, detailing the conflict in a separate document. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the UK Sport should not represent a conflict of interest for the Supplier.

**Dated this.....day of.....2019**

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

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

**CERTIFICATE RELATING TO EMPLOYERS LIABILITY INSURANCE**

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

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

b) Insurers address.....

.....

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

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

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

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

.....

Insurers/Brokers stamp.....

**FOR OFFICIAL USE**

**POLICY INSPECTION DATE ..... OFFICER'S SIGNATURE**

**PREMIUM INSPECTION DATE ..... OFFICER'S SIGNATURE**

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

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

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

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

b) Insurers address.....

.....

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

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

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

.....

Insurers/Brokers stamp.....

**FOR OFFICIAL USE**

**POLICY INSPECTION DATE..... OFFICERS SIGNATURE.....**

**PREMIUM INSPECTION DATE.....OFFICERS SIGNATURE.....**

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

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

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

We have read and understand paragraph 10 of the Invitation to Tender for the Services and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 ('The Acts') we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our tender for redevelopment of the Site with UK Sport.

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

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

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

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

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

<b>Exemption(s) claimed</b>	<b>Information</b>	<b>Minimum Period of exemption</b>
Section 41		
Section 41		
Section 41		

Section 41		
Section 43		
Section 43		
Section 43		

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

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

Dated this.....day of.....2015

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

Name of Company.....

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

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

The essence of a formal selection process is that UK Sport receives bona fide proposals from all Tenderers.

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

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

- a) Directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
- b) Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
- c) Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
- d) To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
- e) made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise; or
- f) offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

Dated this.....day of.....2015

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

Name of Company.....

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

**REFERENCES**

Organisation:	
Address:	
Contract Name:	
Telephone No:	
E-mail Address:	
Approximate Value:	

Organisation:	
Address:	
Contract Name:	
Telephone No:	
E-mail Address:	
Approximate Value:	

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# **UK SPORT** **QUESTIONNAIRE FOR PROSPECTIVE** **DATA PROCESSORS**



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## **Introduction:**

UK Sport is required under the Data Protection Act 2018, The General Data Protection Regulation and HMG Security Policy Framework<sup>1</sup> to ensure that existing and prospective contractors processing personal data and/or confidential information on behalf of UK Sport are doing so with an appropriate level of security and in accordance with statutory requirements.

This questionnaire is to be completed by potential data processors<sup>2</sup> at tender stage or by contractors that have access or are party to confidential information.

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

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## **1. ORGANISATION DETAILS**

**Name:**

**Address:**

**Contact name:**

**Contact details:**

**Email:**

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<sup>1</sup> <https://www.gov.uk/government/publications/security-policy-framework>

<sup>2</sup> 'Data Processor' in relation to personal data means any person (other than an employee of the data controller) who processes the data on behalf of the data controller (DPA 1998 section 1 (1))

**2. DATA PROCESSING ACTIVITIES**

In connection with the contract:

**2.1 Describe the purposes for which your organisation uses personal data<sup>3</sup>.**

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

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

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<sup>3</sup> "Personal data" means data which relate to a living individual who can be identified from (a) those data or (b) from those data or other information which is in the possession of, the data controller (DPA 1998 section 1 (1) )

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

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**3. SECURITY POLICIES AND PROCEDURES**

**3.1. Do you have an information security policy?** Yes   
No

(If yes, please provide a copy)

**3.2 Does your information security policy include the following:**

- |       |   |     |                             |
|-------|---|-----|-----------------------------|
| 3.2.1 | Physical security of premises and processing areas <input type="checkbox"/> | Yes | No <input type="checkbox"/> |
| 3.2.2 | physical entry controls <input type="checkbox"/>                            | Yes | No <input type="checkbox"/> |
| 3.2.3 | equipment security and maintenance <input type="checkbox"/>                 | Yes | No <input type="checkbox"/> |
| 3.2.4 | password and access controls <input type="checkbox"/>                       | Yes | No <input type="checkbox"/> |

3.2.5	security of mobile equipment (eg laptops)	<input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.6	controls against malicious software	<input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.7	business continuity planning	<input type="checkbox"/>	Yes	No <input type="checkbox"/>

**3.3 Does your information security policy comply with BS 27000?**

Yes  No  Don't know

**3.4 Do you have HM Government Cyber Security Essentials Accreditation?<sup>4</sup>**

Yes  No  Don't know

**3.4 Do you have a policy for complying with the Data Protection Act 2018?**

Yes  No

(if yes, please provide a copy)

**4. DATA QUALITY**

In connection with the contract:

**4.1 Describe any procedures<sup>5</sup> currently in place to ensure that all personal data is accurate and up-to-date.**

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**4.2 For how long is personal data usually kept by you?**

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**4.3 Does your organisation have a policy regarding the periodic destruction or deletion of obsolete data?**

Yes  No

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<sup>4</sup> See <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

<sup>5</sup> This may include writing to individuals to request confirmation as to the accuracy of the data held about them.

(If yes, please provide details):

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## **5. DEALING WITH INDIVIDUALS RIGHTS**

**5.1 Describe any procedures<sup>6</sup> currently in place to deal with requests by individuals to be supplied with information about the data held by them**

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## **6. SECURITY MEASURES**

This section is intended to establish which security measures are in place in your organisation to ensure the confidentiality of personal data.

Please indicate whether you have the following:

### **6.1 A clear desk policy?**

Yes  No

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<sup>6</sup> This may include the use of checklists or standard letters dealing with access requests

**6.2 A clear screen policy?**

Yes  No

**6.3 Controls on access to information (inside and outside your organisation)?**

Yes  No

**6.4 A secure disposal policy for equipment, media and data (e.g. encryption)?**

Yes  No

(If yes, please provide a copy)

**6.5 A back-up and disaster recovery policy?**

Yes  No

**6.6 Internal training programme on security systems and procedures?**

Yes  No

**6.7 Any equipment off-site or store any personal data off-site?**

Yes  No

**7. DISCIPLINARY RECORD**

**7.1 Have you been the subject of a complaint(s) to the Information Commissioner?**

Yes  No

(if yes, please provide details)

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**7.2 Have you ever had a security breach resulting in loss or unauthorised disclosure of personal data?** Yes  No

(If yes, please provide details)

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**8. INTERNATIONAL DIMENSION**

**8.1. Do you share personal data with organisations outside the UK?**  
Yes  No

If the answer to 8.1 is yes, please answer the following questions:

**8.1.1 (a) Indicate which of those organisations are part of your Group of companies:**

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**8.1.1 (b) Is there any internal policy governing the use of personal data with organisations listed above?**

Yes  No  N/A

**8.1.2 (a) Indicate which of those organisations are NOT part of your Group of companies:**

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

Yes  No  N/A

(If yes, please provide details)

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**8.2. Does any third party process personal data on your behalf outside of the UK?** Yes  No

(If yes, please provide details)

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## **9. SUPPLY CHAIN RISKS**

**9.1 Have you undertaken a risks assessment against your supplier's role in the supply chain and the risks posed to delivery of the services? In particular have**

**identified any cyber security dependencies and vulnerabilities?**

Yes  No

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

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

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## Appendix 3

### THE UNITED KINGDOM SPORTS COUNCIL

#### MAJOR EVENTS TEAM

#### PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION

#### CHECKLIST

##### Monday 8<sup>th</sup> April 2019

Action Tenderer	Tick
Confirmed expression of interest	
Submitted signed 2-way confidentiality agreement	

##### Friday 12<sup>th</sup> April 2019

Action Tenderer	Tick
Submitted any clarification questions	

##### Wednesday 17<sup>th</sup> April 2019

Action UK Sport	Tick
Responses to clarification questions received from UKS	

##### Friday 26<sup>th</sup> April 2019

Action Tenderer	Tick
Submitted Tender	
Completed and Signed Forms at Appendix 2	
Statement of Good Standing	

##### Tuesday 7<sup>th</sup> May 2019

Action UK Sport	Tick
Notification to successful/unsuccessful tenderers	

##### Tuesday 7<sup>th</sup> May – Tuesday 14<sup>th</sup> May 2019

Action UK Sport	Tick
Notification to successful/unsuccessful presenters	
Standstill period	

## **Appendix 4**

**THE UNITED KINGDOM SPORTS COUNCIL**

**MAJOR EVENTS TEAM**

**PROVISION OF EVENT IMPACTS RESEARCH AND EVALUATION**

**DRAFT CONTRACT**



Standard Contract (1).pdf