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| Great British Nuclear  Procurement for Owner's Engineer  Procurement Specific Questionnaire Instructions |

A. Introduction

**IMPORTANT NOTICE**

**Confidentiality and publicity**

This document, the information herein and any attachments (including any email that accompanies it), any oral briefing in connection with it, any question-and-answer session that may follow that briefing and any further additional materials distributed in connection with it (either through the Jaggaer portal or otherwise) is strictly confidential and has been prepared by GBN, and is being provided to those parties which are interested in submitting a PSQ for the Project and their advisers (each a **relevant person**). Such information may not be divulged to any other person or entity or disclosed, disseminated or reproduced in any form or further distributed, directly or indirectly, or published in whole or in part, for any purpose, except as required for the purposes of evaluating the transaction to officers, directors, employees and agents of a relevant person, which shall be informed of the confidential status of such information and be bound by the same confidentiality requirement and as required by applicable law or regulation, as requested by regulatory authorities, or with the written consent of GBN or its affiliated entities or its affiliates' respective shareholders, subsidiaries, directors, advisers, representatives, agents, or employees (**Affiliates**). Any failure to comply with this restriction may constitute a violation of any applicable laws or regulations. Any person shall treat and safeguard, as strictly private and confidential, the contents of this PSQ and take all reasonable steps to preserve such confidentiality.

This PSQ is directed only at relevant persons. This PSQ must not be acted on, nor relied upon, by persons who are not relevant persons. If a recipient of this PSQ is in doubt as to the matters contained in this PSQ, including whether such recipient falls within the definition of relevant person, an authorised person specialising in advising on transactions of the kind contained in this PSQ should be consulted. Solicitations resulting from this PSQ will be responded to only if the person concerned is a relevant person. Any person who is not a relevant person who has received this PSQ must return it to GBN immediately.

By receiving this PSQ, any person will be deemed to have represented, warranted and undertaken to GBN and its Affiliates that such person: (i) is a relevant person; (ii) has read and agrees to comply with, and be bound by, the restrictions and undertakings set out in this disclaimer; (iii) understands the legal and regulatory sanctions attached to the misuse, disclosure or improper circulation of the PSQ; and (iv) will use the information in the PSQ solely for evaluating that person's possible interest in the Procurement and not for any other purpose.

Applicants shall not undertake (or permit to be undertaken) at any time, whether at this stage, any subsequent stage in this Procurement or after any contract award related to this Procurement, any publicity activity with any section of the media in relation to this Procurement or the information contained in this PSQ other than with the prior written agreement of GBN, including in respect of the content of any publicity.

**Disclaimer**

* + 1. Any disclaimers or limitations in this PSQ (whether appearing under the heading of disclaimer or otherwise) shall apply to and be for the benefit of GBN and any advisers and representatives acting on behalf of GBN, and shall continue to apply and to be enforceable by GBN or any of the foregoing.
    2. The information in this PSQ has been prepared by GBN in good faith but does not purport either to be accurate, comprehensive, complete or exhaustive or to have been independently verified. Additionally, this PSQ does not purport to contain all the information that an Applicant may require to submit a PSQ. Applicants are fully responsible for their own interpretation of the information contained in this PSQ, and they are to use it as they consider appropriate, subject to the rules and constraints set out in this PSQ, and at their own risk.
    3. No reliance may be placed on any prospective dates or events referred to in this PSQ. These are provided for illustrative purposes only, and such dates are subject to change and such events may or may not occur as indicated in this PSQ. Certain prospective events described or referred to herein are outside GBN's control and may or may not occur. In addition, no representation or warranty is given as to the achievement or reasonableness of, and no reliance should be placed on, any projections, targets, estimates, or forecasts contained in this PSQ and nothing in this PSQ is or should be relied on as a promise or representation as to the future. No person, other than GBN's procurement department/representative, has been authorised by GBN to give any information or to make any representation on behalf of GBN and, if any information or representation shall have been given or made, any such information or representation shall not be relied upon as having been so authorised.
    4. The information contained in this PSQ does not include all the legislation that is applicable in relation to this PSQ, this Procurement and/or the OE contract. In producing their PSQ Submissions, Applicants shall satisfy themselves as to the requirements of any applicable legislation.
    5. GBN does not owe any duty of care to any recipient either in relation to the information contained in this PSQ or any other information that a potential contractual party is provided with at any time, other than as may arise out of a written agreement between the relevant parties at some future date. Applicants must undertake such research, investigations and due diligence as they see fit before entering into any contract and raise queries with GBN as needed. Applicants must satisfy themselves as to the nature, extent, volume and character of the requirements of the OE contract, their obligations described in this PSQ, the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect their PSQ Submissions, pricing, projections or financial modelling.
    6. GBN and its advisers, representatives or agents acting on GBN’s behalf accept no liability (directly or indirectly) to the extent permitted by law, to any Applicant arising out of or in connection with this PSQ, including without limitation, for any error or misstatement in, or omission from, this PSQ or for any negligence or misrepresentation or for disclosure of information originating from a Applicant.
    7. Neither GBN nor its advisers, representatives or agents acting on its behalf make any express or implied representation or warranty with respect to this PSQ and no responsibility or liability (except in the case of fraud) is accepted by any of them with respect to the adequacy, accuracy, reasonableness or completeness of the contents of the information or of any other document or information (written or oral) supplied at any time in connection with this Procurement.
    8. Any summaries or descriptions of documents or contractual arrangements contained in any part of this PSQ cannot be and are not intended to be comprehensive, nor any substitute, for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them. If there is any inconsistency between a summary of any document contained within this PSQ and the document itself, the terms of the document itself are to prevail.
    9. Where this PSQ states that GBN "may" take a particular action, GBN "reserves its rights" in relation to a particular action or the giving of consent, GBN may take the relevant action, exercise the relevant right or give the relevant consent (or not, as the case may be) in its absolute discretion (to the extent permitted by law) and GBN is under no obligation to do anything.
    10. None of the information in this PSQ can constitute a contract or part of a contract, nor does it constitute an invitation or offer to enter into any contract. Only the express terms of any written contract with any selected Preferred Bidder, as and when it is executed, shall have any contractual effect in connection with the matter to which the information relates.
    11. Applicants shall be responsible for and shall bear all their own costs, charges and expenses relating to any preparation and submission of expressions of interest, any subsequent negotiations, PSQs and contractual arrangements (if any) in connection with this Procurement. Save as expressly set out in the OE contract, in no circumstances will GBN be liable for any such costs incurred by Applicants, irrespective of the outcome of the competition, nor if the competition is cancelled, altered or postponed.
    12. GBN expressly reserves the right:
        1. to terminate this Procurement at any time;
        2. to negotiate with one or more parties at any time;
        3. without prior discussion with any Applicant, to modify the rules, evaluation and award timetable, programme and procedures set out in this PSQ or any other procedures relating to this Procurement provided that such modifications will be notified to Applicants; and
        4. to amend the proposed scope/nature of this Procurement in any way from that described in this PSQ.
    13. In no instance will GBN be required to give any reason for such termination or alteration of the process. Applicants will not be reimbursed for any costs, expense or loss suffered or incurred as a result of or otherwise in connection with this PSQ or any other subsequent part of this Procurement, including any bid costs.
    14. Neither the issue of this PSQ nor any related procurement process commits GBN to award the whole or part of the OE contract to any party or any person.
    15. GBN's decision as to whether or not a PSQ Submission complies with this PSQ shall be final.
    16. GBN shall not be bound to accept any PSQ.
    17. Although the scope defined provides a good indication of the subject-matter of the Procurement, GBN’s needs and the characteristics required of the supplies, works and services to be procured, GBN reserves the right to add detail and make amendments at a later stage.
    18. Nothing in this PSQ shall be construed as legal, financial or tax advice to any Applicant. The information is not intended to provide the basis of any decision (including any investment decision) and should not be considered as a recommendation made by GBN or its representatives. Each person to whom the information contained in this PSQ is made available must make their own independent assessment of the opportunities described in the information contained in this PSQ after making such investigation and taking such professional advice as they deem necessary.
    19. The OE contract(s) are being procured in accordance with the Procurement Act 2023 (**PA 23**). Applicants must ensure they understand the processes that must be followed to comply with the PA 23.
    20. By accepting this PSQ, each relevant person agrees to be bound by the limitations and restrictions set out above.

1. Background
   1. Great British Nuclear ("GBN") is seeking expressions of interest from suitably experienced organisations, with the capability to provide essential independent assurance and specific task deliverables with extensive technical and programmatic subject matter expertise.
   2. This Procurement Specific Questionnaire Instructions ("PSQ Instructions") document and accompanying form of PSQ ("PSQ") are made available to suppliers who are considering expressing interest in the opportunity ("Applicants"). The Contracts have been advertised by GBN in the Tender Notice dispatched on 03/06/25, reference number 2025-000027. The interim statement of requirements is appended at Appendix F and the draft Contract for the procurement is appended at Appendix E. The draft Contract is being provided to Suppliers for two reasons. First, the draft Contract is being provided to Suppliers so that they can understand the nature and scope of the opportunity to assist Suppliers in reaching an informed decision on whether to respond to this PSQ.  Second, due to the accelerated timescales for the procurement, GBN is providing Suppliers with early sight of the draft Contract as Suppliers may submit comments relating to material issues with the draft Contract. Further details can be found at paragraph 20 of Section G. GBN requests that Suppliers submit any comments on the draft Contract as soon as possible. GBN intends to award the Contracts in accordance with the Procurement Act 2023 using the Competitive Flexible Procedure.
2. General

The PSQ

* 1. To be considered for participation in this public procurement process, Applicants must submit a PSQ response before the PSQ response deadline on 09/07/25 at 17:00 BST which is compliant in all respects with the requirements and instructions set out in these PSQ Instructions.
  2. This PSQ Instructions Document and accompanying PSQ set out instructions in relation to:
     1. The information Applicants must provide as part of a PSQ response; and
     2. The preparation of a compliant PSQ response.
  3. This PSQ Instructions Document also provides Applicants with information about:
     1. GBN;
     2. The Contract;
     3. The procurement timetable;
     4. How PSQ responses will be assessed; and
     5. The process that GBN intends to follow to select Applicants to be invited to the tender stage.
  4. The PSQ contains and includes the appendices and supporting documents referred to in this PSQ Instructions document. These documents have been made available on the JAGGAER eSourcing Portal which may be accessed at <https://beisgroup.ukp.app.jaggaer.com/>'
  5. The PSQ also includes electronic forms and templates which must be completed and returned as part of the PSQ response.
  6. Applicants must provide all the information requested in the formats specified and comply with any stated word or page count requirements.
  7. Applicants must ensure that they have read all parts of the PSQ.
  8. Further Procurement Documents will be produced by GBN and made available to Applicants at the appropriate stage of the procurement through the Jaggaer eSourcing Portal.

1. Procurement stages and indicative timetable
   1. GBN has conducted an early market engagement exercise in relation to its proposed approach to procuring up to two Owner's Engineers. The questions circulated to the market are appended to this PSQ Instructions document at Appendix C.
   2. GBN intends to undertake this procurement in accordance with the indicative timetable described within the Briefing Document at Appendix B.
   3. GBN reserves the right to make changes to the procurement stages and indicative timetable. GBN will inform Applicants of any changes.
   4. Dates and times for key activities at the PSQ stage will be confirmed in the PSQ documents.
2. PSQ Overview
   1. The PSQ is available to complete on the JAGGAER eSourcing Portal. The PSQ Questions are reproduced in the PSQ form at Appendix D and this PSQ Questionnaire includes guidance on how to respond to the questions.
   2. The PSQ Questions have been designed to assess Applicants on a pass/fail basis to determine which Applicants will be invited to proceed to the ITT stage.
   3. The PSQ is divided into a number of sections. Applicants must respond to each section of the PSQ. Responses will be assessed by GBN in accordance with sections C-F.
3. PSQ - Evaluation Approach
   1. GBN will assess PSQ responses in two stages: 
      1. **Stage 1:** A compliance and eligibility check will be undertaken to ensure that PSQ responses are complete and have been completed and submitted in accordance with the instructions in the PSQ Instructions document.  Part 2 will consist of an evaluation assessment against the mandatory and discretionary grounds for exclusion and any other standardised questions included in Part 2.
      2. Applicants may be rejected at this stage if:
         1. The PSQ response is not compliant; and/or
         2. They fail to meet the minimum standards and pass/fail requirements in Part 2 (including the questions on mandatory and discretionary grounds for exclusion).
      3. **Stage 2:** Compliant PSQ responses will be assessed on a Pass/Fail basis against:
         1. The economic and financial standing (EFS) criteria; and
         2. The additional project specific technical and professional ability questions
      4. These sections will be evaluated on a Pass/Fail basis and all PSQ applicants that pass will be taken through to the next stage of the procurement. GBN reserves the right to reject a PSQ response in its entirety if the applicant is assessed to have failed one or more questions in this PSQ.

**B**. Definitions applying to the PSQ Instructions document

1. In these PSQ Instructions, the following terms shall have the following meanings, unless the context otherwise requires:

**"Applicants":** economic operators, including a group of economic operators or a Consortium, who submit a PSQ;

**"Associated Person":** persons connected with the Applicant, for example a sub-contractor;

**"Consortium"**: a group of suppliers;

**"Consortium Member"**: an individual supplier within a Consortium;

**"Contracting Authority"**: Great British Nuclear (05027024);

**"Contract"**: The Owner's Engineer Contract;

"**Invitation to Tender Response Deadline**": [the date and time will be released with the Invitation to Tender (Stage 2 of this procurement process)]

"**Key Subcontractor”**: Key Subcontractor means a Subcontractor that is to be appointed under a Key Subcontract.

**“Key Subcontracts”** means those Subcontracts which:

* 1. are single/sole source contracts; or
  2. have a value exceeding £5,000,000 when considered in the aggregate with all subcontracts entered into or to be entered into between the OE Consultant and the relevant subconsultant in respect of their works.

**"Owner's Engineer"** means the role of [the Contractor] per the terms of the Contract;

**"Lead Applicant"**: the Consortium Member responsible for leading the consortium for the purposes of the procurement process;

**"PSQ":** this PSQ and any appendices or annexes.

**C. Summary Table of Evaluation Approaches for all PSQ questions**

EVALUATION METHODOLOGY – OVERVIEW

Please note that if any PSQ question is evaluated as a 'fail', the Applicant may be excluded from the procurement process.

|  |  |  |  |
| --- | --- | --- | --- |
| **PSQ Section** | **Questions** | **Score** | **Assessment Methodology** |
| Preliminary Information | 1-3 | N/A | Information only |
| Preliminary Information | 4 (Debarment – Supplier) | Pass | The Applicant (or if applicable, Lead Applicant) answers No. |
| Fail | The Applicant (or if applicable, Lead Applicant) answers Yes. |
| Part 1 | 5a-c | N/A | Information only |
| Part 1 | 5d (Exclusion information – Supplier) | Pass | The Applicant (or if applicable, Lead Applicant) answers No. |
| Fail | The Applicant (or if applicable, Lead Applicant) answers Yes. |
| Part 2A | 6-8c | N/A | Information only |
| Part 2A | 8d-9 | Pass | The Applicant (or if applicable, Lead Applicant) answers No. |
| Fail | The Applicant (or if applicable, Lead Applicant) answers Yes. |
| Part 2B | 10 | N/A | Information only |
| Part 2B | 11 | Pass | The Applicant (or if applicable, Lead Applicant) answers No. |
| Fail | The Applicant (or if applicable, Lead Applicant) answers Yes. |
| Part 3A | 12-22 |  | Please see *Section [D] – Economic and Financial Standing Detailed Evaluation Methodology for Part 3A (Questions 12-22)* |
| Part 3A | 23-28 |  | Please see Section [E] - Detailed Evaluation Methodology for Part 3A(Questions 23-28) |
| Part 3B | Requirements for central government departments, their executive agencies and non-departmental public bodies | Please see section F | |

**D. Economic and Financial Standing Detailed Evaluation Methodology for Part 3A (Questions 12-22)**

# **Economic and Financial Standing evaluation approach**

## Economic and Financial Standing will be assessed on a Pass/Fail basis. GBN will first assess the risk level of Applicants for each economic and financial standing (EFS) criterion in Part 3A (Questions 12-22) of the PSQ.

## In relation to each EFS criterion, GBN has identified examples of “high risk” indicators. If any high risk indicators have been identified, a list of potential mitigating information that an Applicant may choose to submit as additional assurance and evidence of mitigations to risk factors are indicated in table 2. If the Applicant has not provided an acceptable rationale or adequate risk mitigation evidence in relation to those indicators, the Applicant may Fail the EFS assessment and be disqualified from the competition. Where any high risk indicators have been identified, Applicants maybe given an opportunity, at GBN’s complete discretion, to provide further clarifications and explanations before any decision is taken to disqualify the Applicant from the competition.

# **Instructions on how to respond to the EFS questions**

## Applicants are required to provide both historical and current performance and financial data to support the EFS assessment.

## Applicants are asked to complete the Cabinet Office’s Financial Viability Risk Assessment (FVRA) Template.

## The FVRA Template allows for amounts to be entered in £000s within the Template. If the Applicant’s reporting currency is not GBP, values must be entered in the reporting currency. The Applicant must then input what currency has been used and input the exchange rate with GBP as the quote currency. The exchange rates used must align to the following principles:

* + - * 1. For Profit & Loss and Cashflow items exchange rate must be based on average over the applicable reporting period.
        2. For Balance Sheet items exchange rate must be the rate at date of applicable balance sheet.
        3. Please specify the reporting currency and exchange rate in the cells specified within the FVRA Template. Please include the source of all exchange rates applied in the ‘Bidder Clarification’ columns of Tab 4.1a Lead.

## GBN reserves the right to review and recalculate currency conversion in line with the principles specified.

## The FVRA Template calculates ratios and provides a Red, Amber, Green risk rating for each ratio.

## The FVRA Template risk ratings are determined by thresholds that have been proposed by the Cabinet Office for Gold (critical) procurements in all sectors.

## If the FVRA Template gives a Red or Amber risk rating for any of the ratios, the Applicant must provide commentary including:

* + - * 1. Reasons for the Red or Amber rating,
        2. Mitigating activity that the organisation has undertaken / will undertake to manage this risk; and,
        3. An update on current position (reflecting that Accounts data is historical)

## Applicants do not need to submit the same information multiple times and may refer to information submitted in response to other parts of Part 3A (Questions 12-22) of the PSQ as part of this commentary. Further guidance can be found in the FVRA Template and the criteria set out below.

## Where forecast financial information is provided, please detail any inflation assumptions that have been used. GBN may ask for more explanation and justification for assumptions used if it is considered that these will have an impact on the assessment of the EFS criteria.

## Applicants must confirm that there are no material post balance sheet events, contingent liabilities and losses, credit/risk ratings or other business issues arising since the date of the last audited financial statements that materially impact the Economic and Financial Standing of the economic operator. Where there are, the Applicant must provide an explanation for these and explain what mitigations are in place.

## Applicants may be required to provide additional information on request to evidence that they meet the EFS criteria. Where Applicants have relied upon a future event to evidence the EFS criteria, GBN reserves the right to Pass an Applicant conditionally between the PSQ stage and Contract Award until the event has taken place.

## Applicants are permitted to rely on the financial standing of a group or parent company or fellow consortium member to evidence the EFS criteria, if that other entity is willing to provide appropriate security or support in the form of a parent company guarantee, continued funding commitment from investors or equivalent. Guarantees or equivalent will need to be provided to GBN, but an Applicant will be able to commit to providing a guarantee following notification that they have been successful at the PSQ stage of the competition and within 2 months of receiving the Invitation to Tender (ITT).

# **Application to Consortia, Joint Ventures and SPVs**

## Applicants should note that where a consortium or joint venture is proposed and the members are sharing financial risk or financial commitment, then Part 3A Questions 12-16, including providing a completed FVRA tool, must be completed by all members of the consortium/JV. In this situation, each member must complete the FVRA template. The evaluation may be undertaken for each member of the consortium which completes the FVRA template, especially if there is legal liability and responsibility towards them.

## Where the group is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), they should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity. They should also provide the name for the new entity and details of its legal and operational structure.

## The assessment of different bid structures will be based on the information provided in Table 1. Table 1 provides further detail of how each metric will be assessed for each bid structure.

|  |  |  |
| --- | --- | --- |
| Table 1 – Summary of Bid Structure | | |
| Member | Role | Estimated percentage (%) of the Applicant’s Total Contract Value to be delivered by the Member |
| [•] | [•] | [•] |
| [•] | [•] | [•] |
| [•] | [•] | [•] |
| [•] | [•] | [•] |
| [•] | [•] | [•] |

## Where the metric is proportionate (i.e. Turnover Ratio) the percentage of the contract that each party will be delivering will be used to calculate the metric. The contract value for the purpose of this assessment is filled in the FVRA sheet to calculate the relevant metric. Below is a worked example:

## Table 2 – Example of metric calculation based on proportionate test

|  |  |  |
| --- | --- | --- |
| Consortia member | Percentage of contract that will deliver | Metric (a) Calculation |
| Consortia member 1 | 40% | (Annual Turnover / Annual Contract Value) \* 40% |

## Any updates to the consortium, joint venture, SPV arrangements or any other bidding model must be provided during the procurement process.

## If bidders may not be able to demonstrate capacity through EFS assessment on a standalone basis, GBN will seek ‘joint and several’ guarantees from the major shareholders (i.e. not ‘proportionate’) or consortia members to mitigate the risk. A written commitment to provide such guarantees will be sufficient at selection stage.

# **Subcontractors**

## For prime and sub-contractor arrangements, financial information required in PSQ [Part 3A Questions 12-16] should be provided for all sub-contractors which the Applicant is relying upon to meet the selection criteria (i.e. any company in the supply chain which is being relied upon to demonstrate any aspect of the required experience or capability), and any other proposed entity upon which the Applicant wishes to rely (e.g. where an Applicant is relying on the financial resources of a parent or group company or another entity such as a key stakeholder or subcontractor).

# **Publicly available information**

## GBN reserves the right to seek further financial information from Applicants and other relevant companies if required and to carry out its own review of publicly available information.

## It is for the Applicant to ensure that the information about it published by the public sources publicly available financial information is correct and GBN accepts no liability if it relies upon information from the same that is incorrect. Should public information be used in the assessment, the Applicant will be given an opportunity to provide clarification should there be concerns with how that information impacts upon the financial assessment.

# **Ongoing EFS Monitoring**

## If the Applicant is successful at this PSQ stage, GBN reserves all rights to monitor the Economic and Financial Standing of the Applicant throughout the procurement and also during the performance of the contracts if they Applicant is successful in this procurement, in particular additional EFS assessments may be conducted in advance of providing funding (if applicable) and the Applicant may be required to provide additional information programme, including pre-Award of this contract. At a minimum, additional assessments against the criteria will be conducted between tranches of funding and the Applicant may be required to provide additional information.

## The successful Applicant will be responsible for reporting changes to its organisational structure, including the use of subcontractors and contractual Financial Distress Events.

# **Economic and Financial Standing Evaluation Criteria**

## Further information in relation to the evaluation criteria, methodology, evidence required and examples of what determines a high-risk assessment, are set out below:

## GBN will have the discretion to ask for additional information or clarifications, which may include forward looking information, as necessary to complete the assessment.

| **Table 3 – EFS Evaluation Criterion** | | | | |
| --- | --- | --- | --- | --- |
|  | **Criteria** | **Assessment Methodology** | **Evidence Required** | **Examples of what determine high risk assessment** |
| 1. | The Applicant is not in any financial difficulty or subject to any financial or corporate governance issues that would inform the EFS assessment.  *Corresponds to PSQ Questions 12-16. Information provided in response to any Part 3A (Questions 12-22) question may be used in the assessment of this criteria.* | * Financial Viability Risk Assessment (FVRA) template outcome. * Review of press releases and public media statements. * Review of share price trend, if applicable. * Trend analysis of financials to see growth over time. * Review of credit score, if applicable. * Review of Auditor Report, if applicable. | * Applicant’s completed FVRA template. * Two years of audited accounts for the Applicant and any other entity that has submitted an FVRA tool, or other financial information as detailed in question 16. * Confirmation / explanation of any post-balance sheet events, additional information in questions 17-21   If high risk:   * Evidence of additional committed support e.g., Parent Company Guarantee, Funding Guarantee, Indemnity * Additional assurances listed for each financial metric. | * Poor performance track record at company or parent level assessed based on ratio tests in FVRA (any metric falls under high risk) * Negative press releases and reputational concerns * An unexplained sudden or prolonged share price drop * Decreasing Net Asset Value (NAV) year on year, if history is available. * Low or negative NAV * A ‘poor’ lending score * A qualified auditor report * Material issues with risks/controls/processes/ misstatements per the (audited) financial statements. Indication of Applicant being in insolvency/ restructuring/ wind up process * Significant balances owed, legal claims or undelivered work. |
| 2. | The Applicant can meet all its current financial obligations for a minimum of 12 months from the point of the PSQ submission date, as listed in the procurement timetable.  *Corresponds to PSQ Question 22 Information provided in response to any question may be used in the assessment of this criteria* | * Assessment of current net cashflow (positive/negative) * Assessment of next 12 month forecast cash flow against current forecast obligations (current liabilities and operating costs | To be evidenced by:   * Current cash flow * Forecast cash flow for 12 months from the point of the PSQ submission date   If high risk:   * If current or forecast cashflow is negative, supplementary evidence is proof of access to funds (committed fund injections, credit facilities) to cover the 12 months of financial obligations expected. * Evidence of additional committed support e.g., Parent Company Guarantee, Funding Guarantee, Indemnity * Plan details of future fund raises within the next 12 months. * Forecasts of additional future revenue streams and costs (signed by Financial Director) | * Net Cash flow is negative * Cash and Cash Equivalents do not cover 12 months of obligations (current liabilities and operating costs): (Current Assets-Current Liabilities)/Operating costs * Next 12 months of operating costs and current liabilities are not covered by current balance sheet’s NAV, i.e., multiple of NAV/operating costs <1 |

## Table 4 – Financial Robustness Metric and associated thresholds

The information provided in response to the questions in Part 3A (Questions 12-22) of the PSQ (Economic and Financial Standing) will be assessed as described in Section D of the PSQ.

Table 4 explains what the Pass/Fail section assesses, the basis of calculation and the threshold for a Pass or Fail. Applicants should read this in conjunction with Section D of the PSQ.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Metrics** | **Calculation** | **Threshold** | | |
|  |  |  | **Low Risk** | **Medium Risk** | **High Risk** |
| **1** | Turnover Ratio | Annual Turnover/Expected Annual Contract Value | **> 2.0x** | **1.5 – 2.0x** | **< 1.5x** |
| **2** | Operating Profit Margin | Operating Profit/ Annual Turnover | **>10.0%** | **5.0 – 10.0%** | **< 5.0%** |
| **3** | Net Debt to EBITDA Ratio | Net Debt / EBITDA | **< 2.5x** | **2.5 – 3.5x** | **> 3.5x** |
| **4** | Net Debt and Net Pension Deficit to EBITDA Ratio | (Net Debt + Net Pension Deficit) / EBITDA | **< 4.0x** | **4.0 – 5.0x** | **> 5.0x** |
| **5** | Net Interest Paid Cover Ratio | Earnings Before Interest and Tax / Net Interest Paid | **> 4.5x** | **3.0 – 4.5x** | **< 3.0x** |
| **6** | Acid Ratio | (Current Assets – Inventories) / Current Liabilities | **> 1.0x** | **0.8 – 1.0x** | **< 0.8x** |
| **7** | Net Assets Balance | Total Assets – Total Liabilities | **> Nil** | **> Nil** | **< Nil** |
| **8** | Group Exposure Ratio | Group Exposure / Gross Assets | **< 25%** | **25 – 50%** | **> 50%** |

## Table 5 Additional assurance required in the case of meeting the medium risk or high-risk threshold criteria:

The table below outlines the list of potential mitigating information that an Applicant may choose to submit as additional assurance and evidence of mitigations to risk factors indicated within the EFS tool submission. Where metrics obtain other than a “Low” risk outcome, the Authority permits adjustment for non-underlying items or exceptional items, given that they are considered material and out of the ordinary course of business, on the basis that this is likely to provide a better representation of underlying performance.

For each metric, the additional assurance/mitigation steps are shaded in grey. These are aligned with Cabinet Office Guidance ([EFS\_Guidance\_Note.pdf (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163542/EFS_Guidance_Note.pdf).

| **Additional Assurance** | **Ratio1** | **Ratio2** | **Ratio3** | **Ratio4** | **Ratio5** | **Ratio6** | **Ratio7** | **Ratio8** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Provision of a Parent Company Guarantee  Note that for Joint Ventures and Consortia, joint and several guarantees from the major shareholders (i.e. not proportionate) or consortia members is required. |  |  |  |  |  |  |  |  |
| Information regarding new contracts won since the publication of its financial results or the full impact of which is not fully reflected in the accounts used for the assessment. |  |  |  |  |  |  |  |  |
| Information regarding profitable new business won or loss-making business closed since the publication of its financial results, the full impact of which is not fully reflected in the financial statements used for the assessment. |  |  |  |  |  |  |  |  |
| Information regarding one-off costs or expenses that unduly affected the Operating Margin and/or EBIT for the period(s) under consideration and are unlikely to be repeated to the same extent in future years. |  |  |  |  |  |  |  |  |
| Information regarding ability or plans to repay debt from sources other than the generation of free cash flow from operations. |  |  |  |  |  |  |  |  |
| Information regarding elements of debt, deferred consideration or pension deficit which are only due for repayment in the long-term or debt which is held with other companies in the same group which is not likely to be required to be repaid. |  |  |  |  |  |  |  |  |
| Information regarding the bidder’s access to further liquidity, for example, level of undrawn facilities available; access to financial markets and/or new equity through equity markets. If the bidder plans to repay existing debt with new debt, clarification as to why this would be sustainable should be provided. |  |  |  |  |  |  |  |  |
| Information regarding the value of any intangible assets such as goodwill which have not been included in the balance sheet (although the value of purchased goodwill is included in balance sheets, the value of self-generated goodwill is not) and/or any other assets which may have been included at an undervalue. |  |  |  |  |  |  |  |  |
| Information regarding the nature of the short-term liabilities which may include creditors and accruals not immediately due for settlement. |  |  |  |  |  |  |  |  |

## Definitions

**Table 6 – Description of metric calculations**

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference** | **Metric** | **Means of Assessment** | **Description** |
| 1 | Turnover Ratio | Bidder Annual Turnover / Expected Annual Contract Value | Bidder Annual Turnover   * Revenue calculated in accordance with IFRS15. * Only includes revenue generated by an entity in the course of its daily core business operations. Excludes reimbursements, other income, other operating income, the entity’s share of the revenue of associates, joint ventures and any other group entities which are not fully consolidated.   Expected annual contract value   * £21.4million |
| 2 | Operating Margin | Operating Profit / Revenue | Operating Profit   * Annual turnover (as defined in a) less cost of sales and operating expenses incurred in the course of daily core business operations. * Excludes interest, tax, the entity’s share of the results of associates, joint ventures and any other group entities which are not fully consolidated.   Bidder Annual Turnover   * As defined in 1. * Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should generally be taken to be zero. |
| 3 | Net Debt To EBITDA Ratio | Net Debt / EBITDA | Net Debt = Bank overdrafts + Loans and borrowings, including balances owed to other group members + Finance leases + Deferred consideration payable – Cash and cash equivalents, including short-term financial investments.   * All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non- designated hedges). Borrowings should also include balances owed to other group members. * Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. * Cash and cash equivalents should include short-term financial investments shown in current assets.   EBITDA = Operating profit + Depreciation charge + Amortisation charge |
| 4 | Net Debt and Net Pension Deficit to EBITDA Ratio | (Net Debt + Net Pension Deficit) / EBITDA | Net Debt   * As defined in 3   Net Pension Deficit   * The difference between Retirement Benet Obligations and Retirement Benefit Assets.   EBITDA   * As defined in 3 |
| 5 | Net Interest Paid Cover Ratio | Earnings Before Interest and Tax / Net Interest Paid | Earnings Before Interest and Tax = Operating profit  Net Interest Paid = Interest paid – Interest received  Where Net interest paid is negative (i.e. the entity has net interest received), the outcome of the test will be regarded as ‘low risk’. |
| 6 | Acid Ratio | (Current Assets – Inventories)/ Current Liabilities | Current assets   * Total current assets as shown on the face of the Statement of Financial Position in a standard set of financial statements.   Current liabilities   * Total current liabilities as shown on the face of the Statement of Financial Position in a standard set of financial statements. |
| 7 | Net Assets Value | Total Assets – Total Liabilities | Total Assets   * As shown on the face of the Statement of Financial Position of a standard set of financial statements.   Total liabilities   * As shown on the face of the Statement of Financial Position of a standard set of financial statements. |
| 8 | Group Exposure Ratio | Group Exposure / Gross Assets | Group Exposure   * The sum of balances owed by Group Undertakings and Contingent liabilities assumed in support of Group Undertakings * Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. * Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include the value of guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the outcome of the test should automatically be regarded as ‘ High risk ’.   Gross Assets   * The sum of Fixed Assets and Current Assets as shown on the face of the Balance Sheet. |

**E. Detailed Evaluation Methodology for Part 3A (Questions 23-28)**

| **PSQ Section** | **Section name** | **Score** | **Assessment Methodology** |
| --- | --- | --- | --- |
| 23 | **Insurance** | Pass | Applicant responds “Yes”. |
| Fail | Applicant responds “No”. |
| 24a | **Data Protection – resources in place?** | Pass | Applicant responds “Yes”. |
| Fail | Applicant responds “No”. |
| 24b | **Data Protection – detailed facilities and measures** | Pass | The response provided demonstrates that the Applicant has the technical facilities and measures (including systems and processes) in place, or will have in place by contract award, to ensure compliance with the UK GDPR and DPA 2018 and does not give any significant concerns for the evaluators. Applicants will be expected to demonstrate an understanding of their obligations under UK GDPR and DPA 2018 and either set out how they are compliant with UK GDPR and the DPA 2018 or set out an outline plan for ensuring compliance with UK GDPR and the DPA 2018 ahead of contract award. |
| Fail | The response does not demonstrate that the Applicant has the technical facilities and measures (including systems and processes) in place, or will have in place by contract award, to ensure compliance with the UK GDPR and the DPA 2018 and/or gives rise to significant concerns for the evaluators. |
| 25 | **Health and safety** | Pass | The Applicant describes health and safety arrangements which are aligned to the nuclear sector and account for managing health and safety effectively through the supply chain. The Applicant provides, at outline level, the framework of policies and procedures that are in place to manage Health and Safety. |
| Fail | The Applicant does not provide assurance that effective health and safety arrangements are in place for itself and the supply chain |
| 26 | Technical and Professional Ability - Demonstrate the availability of the required capability and skills   1. Technical Capabilities   The following technical skills and services will be required to deliver Consultant activities, including support to the Client regulatory licensing and consenting tasks:   1. Core Design Authority 2. Safety Case 3. BAT Case 4. Chemistry 5. Civil Engineering 6. Commissioning 7. Control & Instrumentation 8. Construction, incl. CDM 9. Conventional Waste 10. Criticality 11. Cyber Security (incl. Security by design) 12. Decommissioning 13. Electrical Engineering 14. Environmental Protection 15. Engineering Management 16. Equipment Qualification 17. Emergency Planning & Response 18. External Hazards 19. Fault Studies 20. Fuel & Core Design 21. Human Factors 22. Internal Hazards 23. Leadership and Management for Safety, Supply Chain and Quality 24. Mechanical Engineering 25. Protective Security (incl. Security by design) 26. Probabilistic Safety Analysis (PSA) 27. Radiological Protection 28. Radioactive Waste Management 29. Reactor Core Physics 30. Requirements Management 31. Safeguards (incl. Safeguards by design) 32. Safety Case Analysis and Techniques (incl. Safety by design) 33. Severe Accident Analysis (SAA) 34. Structural Integrity 35. System Engineering 36. Training and Operations 37. Programme Delivery Capabilities   The following programme skills and services will be required to deliver OE activities:   1. Planning and Scheduling 2. Cost Estimating and Cost Management 3. Risk Management 4. Scope Management 5. Change Management 6. NEC Contracts | Pass | Applicant responds “Yes” to either:   1. It has all skills and capabilities within its organisation 2. It has all skills and capabilities within its bidding consortium 3. It has all skills and capabilities within its bidding consortium and supply chain 4. By the Invitation to Tender Response Deadline, it will have all skills and capabilities within its organisation 5. By the Invitation to Tender Response Deadline, it will have all skills and capabilities within its bidding consortium 6. By the Invitation to Tender Response Deadline, it will have all skills and capabilities within its bidding consortium and supply chain |
| Fail | Applicant responds “No”. |
| 27 | UK Designated Sensitive Nuclear Information and Export Control Management  Applicant confirms its ability to handle UK Designated Sensitive Nuclear Information and Export Control Management | Pass | Applicant responds “Yes”. |
| Fail | Applicant responds “No”. |
| 28 | Conflicts of Interest  a) Is the Tenderer aware of any actual, potential, or perceived Conflicts of Interest as defined in paragraph 12 of Section G of the PSQ?   b) The Tenderer is also required to complete the 'Bid Team' template in the form set out in Appendix A of the PSQ Instructions so that GBN can verify the Tenderer's response to Question 28.   c) If the Tenderer is aware of any actual, potential, or perceived Conflicts of Interest as defined in paragraph 12 of Section G of the PSQ Instructions, the Tenderer is required to upload a statement explaining the nature of the Conflict of Interest and the Tenderer’s proposed mitigation measures to satisfy the requirements of paragraph 12 of Section G of the PSQ.  Response requirements:   1. The Tenderer is required to complete and submit the Bid Team Template set out at Appendix A to the PSQ.  2. If the Tenderer has confirmed that an actual, potential, or perceived Conflict of Interest exists, the Tenderer is required to prepare and submit a statement explaining the nature of any Conflicts of Interest and the Tenderer’s proposed mitigation measures to satisfy the requirements of paragraph 12 of Section G of the PSQ. . | Pass | The following criteria must be met:  1. a ‘Bid Team’ template in the form set out at Appendix A has been completed in full; and  2. The Applicant has either:  a) confirmed on an unqualified basis that no Conflict of Interest exists; or  b) indicated that an actual, potential, or perceived Conflict of Interest exists and has provided evidence in its response that demonstrates to GBN's satisfaction that its proposed mitigation measures meet the requirements of paragraph 12 of Section G of the PSQ. |
| Fail | One or more of following criteria apply:  1. In response to Question 28, the Applicant has indicated that an actual or potential Conflict of Interest exists, but it has failed to provide evidence in its response that demonstrates to GBN's satisfaction that its proposed mitigation measures meet the requirements of paragraph 12 of Section G of the PSQ; and/or  2. In response to Question 28, the Applicant has indicated that an actual or potential Conflict of Interest exists and, notwithstanding any mitigation measures that have been proposed, GBN otherwise considers that the Conflict of Interest cannot be effectively remedied.  3. In response to Question 28, the Applicant has not confirmed on an unqualified basis that no Conflict of Interest exists.  4. A ‘Bid Team’ template in the form set out at Appendix A has not been completed in full. |

**F. Detailed Evaluation Methodology for Part 3B**

| **Section** | **Requirement** | **Score** | **Assessment Methodology** | |
| --- | --- | --- | --- | --- |
| 3B | Question 29 | For information only | | |
| 3B | Question 30 | Pass | | Applicant responds “Yes”. |
| Fail | | Applicant responds “No”. |
| 3B | Question 31 | Pass | | Applicant responds “Yes”. |
| Fail | | Applicant responds “No”. |
| 3B | Question 32(a) and (b) | GBN will make an assessment of the Applicant’s responses to questions 32(a) and (b) in order to determine whether it has an effective and reliable supply chain management system in place. This is done by looking at two aspects of the supply chain management system:  (a) Whether the Applicant has made payments of 90% of invoices in accordance with the contractual terms that it applies to its supply chain; or  (b) Whether, overall, the Applicant has paid its suppliers promptly; payment of 95% of invoices within 60 days is considered an appropriate measure of overall payment promptness.  These questions should be measured over a twelve month period and the Applicant must demonstrate that it meets the required standard (paid their supply chain within agreed terms and paid 95% of invoices within 60 days) in at least one of the two previous six month periods (“reporting periods”). The Applicant must provide details of the agreed terms | | |
|  | Question 32(c) | With respect to question 32(c), if the Applicant has not paid all invoices within the agreed contractual terms in at least one reporting period, it must explain why this was the case in order to pass. And, if the Applicant needs to submit an action plan under 32(d), that plan must also cover the actions the Applicant is taking to improve payment of its suppliers within the agreed terms.  The evaluation methodology to be applied when assessing 32(c) is set out below   |  |  |  | | --- | --- | --- | | **Applicant’s performance** | **Assessment criteria and methodology** | **Outcome** | | **Applicant pays all supply chain invoices within agreed terms.** | Applicant meets the required standard | Pass | | **Applicant does not pay all supply chain invoices within agreed terms, but provides an explanation which demonstrates that effective and appropriate supply chain practices are in place. The Applicant will have effective supply chain practices if it has the ability to implement and monitor payment terms proactively.** | Applicant meets the required standard | Pass | | **Applicant does not pay all supply chain invoices within agreed terms and does not provide an explanation why this is the case** | Applicant does not meet the required standard | Fail | | | |
|  | Question 32(d) | With respect to question 32(d), if the Applicant has not met the required standard of payment of 95% of all invoices in 60 days in at least one reporting period, the Applicant will still pass provided:  (a) After the Applicant has removed intercompany payments from the calculations, it paid 95% of all invoices within 60 days in at least one of the previous two reporting periods.  (b) The Applicant has paid between 90% and 95% of all its invoices within 60 days in at least one of the previous two reporting periods (after removing intercompany payments if relevant) and it demonstrates that it has a compliant action plan to achieve the required standard in future.  (c) The Applicant is a new entrant to the market (trading for less than 12 months). In these circumstances Applicants should not be disadvantaged and should therefore pass question 32. The Applicant is still expected to respond to questions 30 and 31 and pass.  The evaluation methodology to be applied when assessing question 32(d) is set out below.   |  |  |  |  | | --- | --- | --- | --- | | **Applicant’s performance** | | **Assessment criteria and methodology** | **Outcome** | | The Applicant is a new entrant to the market. | | Applicant is not required to provide evidence and is only required to identify themselves as a new entrant. | Pass | | Applicant paid ≥95% of all supply chain invoices in 60 days in at least one of the previous two six month reporting periods. | | Applicant meets the required standard | Pass | | Applicant pays ≥95% of all supply chain invoices in 60 days in at least one of the two previous six month reporting periods after removing intercompany payments. | | Applicant meets the required standard | Pass | | Applicant pays ≥90% < 95% of all supply chain invoices in 60 days in at least one of the two previous six month reporting periods after removing intercompany payments (if relevant). | | Applicant demonstrates action plan that includes (as a minimum) the following:  1. Identification of the primary causes of failure to pay:  (a) 95% of all supply chain invoices within 60 days; and  (b) (if relevant) all supply chain invoices within agreed terms.  2. Actions to address each of these causes.  3. Regular reporting on progress to the Applicant’s audit committee (or equivalent).  4. Plan signed off by a director.  5. Plan published on its website. (This can be a shorter, summary plan) | Pass | | No action plan or action plan does not include all of the above features. | Fail | | Applicant does not pay ≥90% of all supply chain invoices in 60 days in at least one of the two previous six month reporting periods after removing intercompany payments (if relevant) | Applicant’s payment performance falls substantially below the required standard. | | Fail | | | |
| 3B | Question 33 | Question 33 is marked on a Pass/Fail basis. The evaluation methodology to be applied when assessing question 33 is set out below.   |  |  |  | | --- | --- | --- | | **Applicant’s response** | **Assessment criteria** | **Outcome** | | 1. Carbon Reduction Plan ("CRP") submitted which: confirms the Applicant’s commitment to achieving Net Zero by 2050, contains emissions reported for all required Scopes (in accordance with the required methodology), indicates the environmental management measures that the Applicant will be able to apply when performing the contract. The reporting period falls no more than 12 months prior to the date of commencement of the procurement. Where the CRP applies to the Applicant and its parent, please see requirements detailed in box 2 below | Applicant has met the requirements | Pass | | 2. Where the CRP applies to the Applicant and its parent, the requirements of the CRP are met in full, as set out in the Technical Standard and Guidance, and all of the following criteria are met if:  • The Applicant is wholly owned by the parent;  • The commitment to achieving net zero by 2050 is set out in the CRP for the parent and is supported and adopted by the Applicant together with a statement that this will apply to the Applicant;  • The environmental measures set out are stated to be able to be applied by the Applicant when performing the relevant contract; and  The CRP is published on the Applicant’s website | Applicant has met the requirements | Pass | | 3. Parent CRP fails to meet the requirements of the CRP and additional requirements listed at item 2 above; or  CRP not submitted; or  CRP fails to confirm Applicant’s commitment to achieving Net Zero by 2050; or  Emissions in the CRP are not reported for any Scopes or only for some Scopes, without an explanation why; or  Reporting period is more than 12 months from the date of commencement of the procurement.; or  Applicant fails to indicate the environmental management measures that the Applicant will be able to apply when performing the contract. | Applicant does not meet the required standard | Fail | | 4. Emissions in the CRP not reported for any Scopes or only for some Scopes, but Applicant provides an acceptable explanation why; or  Reporting period is more than 12 months from the date of commencement of the procurement, but provides an acceptable explanation why; or  Applicant is a new entrant to the market and confirms this, together with a commitment to publish a full CRP prior to contract commencement. | Applicant has met the requirements | Pass | | | |
| 3B | Questions 34 and 35 | Applicants are required to detail their current and baseline GHG emissions in questions 34 and 35. The responses to questions 34 and 35 are for information only. | | |
| 3B | Question 36 | For information only. If Applicant is a new entrant (i.e. operating for less than 12 months, please state N/A: New Entrant. | | |
| 3B | Question 37a | Pass:   * Applicant is not a relevant commercial organisation; or * Applicant is a relevant commercial organisation and has confirmed the requirements of the Modern Slavery Act 2015 are met and that its statement includes the requirements listed in 37a-f.   Fail:   * Applicant is a relevant commercial organisation and has not confirmed the requirements of the Modern Slavery Act 2015 are met and that its statement includes the requirements listed in 37a-f. | | |
| 3B | Question 37b | For information only. | | |
| 3B | Question 38 | Pass:  Applicant selects yes.  Fail:  Applicant selects no. | | |
| 3B | Question 39 | Pass:   * Applicant does not have prime contractors or subcontractors in the supply chain that are Russian/Belarusian; or; * Applicant has identified prime contractors or subcontractors in the supply chain that are Russian/Belarusian and provides details of these and has committed to substituting these suppliers prior to contract commencement. Details should include supplier name, main office address and persons of significant control and scope of services provided by the supplier.   Fail:   * Applicant responds Yes to 38 but fails to provide a list of the supply chain or to identify Russian/Belarussian companies/Government within supply chain; or; * Applicant responds Yes to 38 but where Russian/Belarussian companies/Government are identified within the supply chain an acceptable substitution or solution to substitute prior to contract commencement is not provided. | | |

**G. PSQ Conditions and Further Instructions**

1. **Introduction** 
   1. The PSQ sets out the rules for and conditions of expressing interest as well as guiding Applicants through the PSQ process in order to ensure that PSQ responses are both compliant and comprehensive. Without limiting any other provision in this PSQ, Applicants who breach any of these conditions may be rejected. Applicants are strongly advised to make sure that each person involved in the preparation of its PSQ response has access to the PSQ as well as the accompanying Procurement Documents.
   2. This PSQ is provided only to those Applicants who have expressed interest in the Contract. The PSQ is provided on the condition that it is used in connection with the PSQ response and for no other purposes.
   3. Where any reference is made in this PSQ to obtaining GBN’s consent, any such consent shall be at GBN’s sole and absolute discretion.
   4. Where it is stated in this PSQ that GBN “may” take a particular action, “reserves its right” in relation to a particular action or gives consent, GBN may take the relevant action, exercise the relevant right or give the relevant consent (or not, as the case may be) at its sole and absolute discretion to the extent permitted at law, but GBN is under no obligation to do anything. Where GBN intends to take particular considerations into account when exercising its discretion, this is explained in the relevant section of the PSQ.
2. **Evidence and self-certification**

GBN reserves the right to request evidence from Applicants to verify the self-declarations made by the Applicant before inviting any Applicant to the PSQ stage. GBN also reserves the right to carry out a verification of self-certification from Applicants before any award decision is complete or before any award decision is taken.

1. **Applicants**
   1. GBN is keen to ensure that the opportunity presented by this procurement process is open to a wide market and that there is adequate competition.
   2. The resources, range and depth of skills needed to perform the Owner's Engineer role are such that Applicants may wish to form Consortia and/or to rely on subcontractors to deliver elements of the works and/or services. This may, for example, apply to organisations who consider that on their own they do not have the capacity to perform the Contract and wish to rely on the capacity or capacities of others.
2. **PSQ responses from single entities are also welcome**
   1. Instructions on expressing interest as Consortia are set out in PSQ Section G below.
   2. For the purposes of responding to the PSQ, Applicants may rely on subcontractors to demonstrate evidence of technical and professional abilities to provide the works and services.
   3. Applicants (including Consortia and any parties to a Consortium) may only submit one PSQ response.
3. **Contract value**

For the avoidance of doubt, the stated contract value is the estimated value of the Contract opportunity to the market excluding VAT as stated in the Tender Notice and FTS Notice Applicants should be aware that the actual value of the Contract may be different and may be higher or lower than the estimated value since the actual value will depend on a number of factors. Further information is provided within the Tender Notice.

1. **Consortia** **and relying on capacities of other entities**
   1. The following instructions apply only to Applicants submitting as a Consortium:
      1. Lead Applicant must be identified that shall submit a PSQ response on behalf of all Members (the PSQ sets out which responses need only be provided by the Lead Applicant on behalf of the Consortium and those which need to be provided by each Member).
      2. The Lead Applicant shall be responsible for all communication with GBN during the procurement process.
      3. As part of its PSQ response, the Applicant must submit a structure diagram identifying the roles and relationships between the Parties, including all relevant companies, their respective parent and if applicable ultimate holding company(ies). The structure should ensure that, as a minimum, it identifies the entity or entities who are being relied upon to meet the economic and financial standing or any other Minimum Standard laid out the PSQ.
      4. If awarded a Contract, each of the Parties in the Consortium shall be jointly and severally responsible for the due performance of the Contract with GBN.
      5. Applicants (including any Parties to a Consortium) who are expressing an interest as a Consortium may only submit one PSQ response although some PSQ Questions require each Member in a Consortium to provide a response as explained further in this PSQ.
   2. GBN does not require those Consortia, who intend to do so, to form a single legal entity at the PSQ phase. GBN will consider contracting with a Consortium, provided always that the Parties in any unincorporated Consortium are jointly and severally liable for all of the obligations and liabilities of the Consortium under the Contract. The nature of the Contractor(s), assumption of liability and the terms of any parent company guarantee or guarantees will be specified and defined at ITT stage and GBN's detailed requirements in this regard will be set out in the ITT.
   3. Where the Applicant is a Consortium and the Applicant wishes the PSQ response to be assessed accordingly, all Parties in any such proposed Consortium must complete the PSQ response as explained in this PSQ. For the purposes of assessment, as detailed in the PSQ, where GBN requires information about each Party Member in any proposed Consortium, each Member is required to complete the relevant PSQ Questions and to submit any supplemental documents as indicated.
   4. Subject to the terms of and guidance in this PSQ, Applicants who are expressing interest as a Consortium may rely on the capacity and abilities of an individual Member or Members in a Consortium. Applicants must follow the guidance given in this PSQ Instructions and in the PSQ itself about how to complete each PSQ question. Some PSQ questions require a combined response on behalf of the Consortium as a whole and others require responses relating to each Member in a Consortium.
   5. If the Applicant is a Consortium, the following information must be provided within the PSQ response at Part 1:
      1. names of all Consortium members;
      2. the lead member of the Consortium (the “Lead Applicant”); and
      3. if the Consortium is not proposing to form a new legal entity (e.g., an incorporated joint venture), full details of the proposed arrangements within a separate attachment to the PSQ response to be uploaded to the attachments area of the Jaggaer eSourcing Portal.
   6. Applicants should note that GBN may require the Consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed necessary by GBN for the satisfactory performance of the Contract.
   7. The Consortium will be required to provide a single composite PSQ response in accordance with the detailed instructions for Consortia.
   8. GBN recognises that arrangements in relation to a Consortium may be subject to future change. Applicants should therefore respond on the basis of the arrangements as currently envisaged. Applicants are reminded that GBN must be immediately notified of any changes, or proposed changes in relation to a Consortium so that a further assessment can be carried out by applying the Assessment Methodology to the new information provided. GBN reserves the right to deselect an Applicant prior to the award of any Contracts, based on an assessment of the updated information.
   9. If an Applicant wishes to rely at PSQ stage on the skills or experience of another entity, for example a group company or parent company, it must be able to demonstrate that it will have access to these skills and experience during the performance of the contract.
   10. If an Applicant is unsure how to classify and communicate its contracting arrangements in the PSQ or has any other queries on this section of the PSQ Instructions, then it should raise a query before expressing interest.
   11. Applicants should note that GBN may disclose the names of each Applicant invited to PSQ in the PSQ documents which includes but is not limited to the names of each Consortium and its constituent Members. By expressing interest in this procurement, Applicants are deemed to give consent to the disclosure of its name by GBN in the PSQ documents and, accordingly, Applicants waive their rights of confidentiality in this respect.
2. **PSQ Instructions restrictions**

A particular supplier may not apply as more than one Applicant, whether as a single Applicant or as a Member to more than one Consortia. Applicants should note that this restriction does not apply to subcontractors.

1. **Further conditions**
   1. GBN reserves the right to treat as ineligible any Applicant who is guilty of serious misrepresentation in providing any of the information required by this PSQ.
   2. In accordance with the Procurement Policy Note (PPN 01/2022), all PSQ Applicants must identify prime or sub-contractors (i.e. those being relied on to deliver under the Contract) in their supply chain with Russian/Belarusian companies/Government. This information should be provided during the selection stage of the procurement process and include the fuel supply chain.
   3. Participants will also be required to set out their Persons of Significant Control.
   4. GBN is entitled to ask any PSQ Applicant to substitute a sub-contractor in the supply chain that is a known Russian and/or Belarusian supplier.
   5. GBN is entitled, upon validation that a supplier is a Russian or Belarusian company, to take steps to exclude the Russian or Belarusian company from the procurement exercise, provided that the supplier is constituted or is organised under the law of Russia or Belarus; or where the Persons of Significant Control information states Russia or Belarus as the place of residency.
   6. GBN reserves the right to exclude an Applicant at any stage of the procurement process if it fails to satisfy any of the PSQ requirements (or having satisfied all of those requirements, circumstances change, and it no longer satisfies any of those requirements).
   7. During the procurement process, Applicants are required to confirm to GBN:
      1. Whenever there is a proposed change in a Consortium structure or other change; and
      2. At ITT stage that there has been no change to the information provided to GBN at the PSQ stage, as part of its PSQ response.
   8. If there is either a proposed change or actual change to the information provided at the PSQ stage, GBN reserves the right to re-assess the Applicant against the PSQ requirements and to reject any Applicant, as the case may be who no longer satisfies any of those requirements.
2. **Bid costs**
   1. Applicants will be solely responsible for any costs they incur in relation to the procurement process, however incurred. GBN shall not incur any liability (including, without limitation, in respect of any costs or expenses of, or loss suffered or incurred by, the Applicant) in respect of the PSQ or any other subsequent stage of the procurement process, whether or not GBN has varied any aspect of the procurement process or abandoned the procurement process for any reason.
3. **Right to vary or abandon the procurement process**
   1. GBN reserves the following rights:
      1. to PSQ and/or award the Contract in part, in whole or not at all;
      2. to vary the procurement process, requirements, evaluation criteria, evaluation approach, timetable or the proposed scope/nature of the PSQ in any way from that described in this document or in any other procurement document; and
      3. to abandon the procurement process at any time and for any reason.
   2. GBN shall not be liable for any bid costs in the event of any variation or abandonment of the procurement process.
4. **Conditions governing PSQ responses**
   1. Nothing contained in this PSQ, or in any other communication made between GBN and any other party, shall be taken as constituting a contract, agreement or representation between GBN and any other party (excluding a formal award of contract made by GBN or any formal express legal agreement).
   2. GBN has not made, and will not make, any contract, agreement or representation that a contract shall be offered in accordance with this PSQ and/or in accordance with any communications with any other party (including any timetable for the award of contract), or at all.
   3. GBN does not accept any responsibility for any pre-contract representations made by or on its behalf, or for any estimates made by Applicants of resources to be employed in meeting GBN’s requirements, or for any other assumption which Applicants may have drawn or will draw from any pre-contract negotiations.
   4. GBN is not committed to any course of action as a result of issuing this PSQ or any other communication between GBN and any other party.
   5. GBN may refrain from considering, or may reject, any PSQ response if it is not in accordance with all of the requirements and conditions set out in this PSQ or any of the provisions of this PSQ as a whole. GBN may reject an Applicant at any stage of the process if it comes to light that the Applicant has breached any of the requirements and conditions set out in this PSQ or any of the provisions of this PSQ as a whole.
5. **Conflicts of Interest**
   1. GBN is mindful to avoid Conflicts of Interest and any undue influence or other prejudice to competition or the performance of the Contract (or other GBN contracts) which may arise as a result of such Conflicts of Interest. Accordingly, GBN intends to take appropriate measures to prevent, identify and remedy Conflicts of Interest arising in the conduct of this procurement procedure so as to avoid any distortion of competition and to ensure equal treatment of all Tenderers.
   2. Tenderers shall read and agree to this paragraph ‎‎12 and by submitting a Tender shall be deemed to have done so.
   3. In particular, but without limitation, Tenderers must note that GBN is likely to regard a Conflict of Interest arising where:
      1. A Tenderer and/or Associated Person has been or is directly involved in advising GBN on matters relating to the SMR Programme or in the preparation of documents or information relating to the SMR Programme, this procurement and/or the Contract;
      2. A director, company secretary, or staff member from a Tenderer and/or an Associated Person is related to one of the officers or board members of GBN, and/or HM Treasury and/or the Department for Energy Security and Net Zero;
      3. A staff member, consultant, or contractor currently employed or engaged by the Tenderer and/or an Associated Person has been previously engaged by GBN and/or the Department for Energy Security and Net Zero (whether directly or indirectly via its suppliers) in relation to the SMR Programme or in the preparation of documents or information relating to the SMR Programme, this procurement and/or the Contract;
      4. Any of the situations described in paragraphs 12.7 or 12.8 below have arisen or are likely to arise in future; and/or
      5. Any other circumstances where a person or organisation may be in a position, or be perceived to be in a position, where they could misuse confidential information of GBN in relation to the SMR Programme, this procurement and/or the Contract to give an unfair advantage to a Tenderer in this procurement.
   4. Subject to paragraphs ‎‎12.5 to ‎‎12.7 below, the above circumstances will not lead to automatic disqualification on the grounds of a Conflict of Interest, although GBN reserves the right to reject a Tenderer or exclude an Associated Person in accordance with paragraph ‎‎12.16 below. Accordingly, Tenderers are encouraged to bring any such situation to GBN’s attention at the earliest opportunity, irrespective of whether the Conflict of Interest involved is actual, potential or perceived. Each case will be reviewed individually.

**Specific Conflicts of Interest requirements for this procurement**

* 1. In addition to the circumstances set out in paragraph ‎12.3, GBN has also taken the position set out in paragraphs ‎‎12.6 to ‎‎12.7 below to ensure that Conflicts of Interest between contractors working on the SMR programme are minimised.
  2. It is GBN’s view that, because some of the contracts that GBN intends to award as part of the SMR Programme will involve the appointment of a contractor to manage and/or oversee work (or such other role which may create a Conflict of Interest) being carried out by other suppliers (or Subcontractors to the same) appointed by GBN, a Conflict of Interest would arise if a supplier were awarded both contracts.
  3. In particular, GBN has identified two main concerns that GBN expects to be addressed by Tenderers if they have potentially conflicting roles within the SMR Programme:
     1. The OE Consultant must not have responsibility for assuring its own work (or work in which it has an interest); and
     2. No situation should exist where a parent/group company board of directors is considering prioritising incentives over liabilities between contracts on the same project (for example where contractual liabilities for the OE Consultant doing or omitting to do something conflicts with (and is potentially less than) an incentive reward that the OE Consultant or group company may receive on their TP or other contract).
  4. Within this context, GBN would consider the following, non-exhaustive, situations to amount to a potential Conflict of Interest:
     1. the OE Consultant also has a contract to deliver scope on the SMR project for which they are OE Consultant (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
     2. the OE Consultant has a parent / related or subsidiary company relationship with any supplier that has a contract to deliver scope on the same SMR project for which they are the OE Consultant (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
     3. the OE Consultant is a member of a consortia or joint venture which has a contract to deliver scope on the SMR project for which they are OE (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
     4. the OE Consultant has a shareholding in a Joint Venture or SPV which has a contract to deliver scope on the SMR project for which they are OE (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
     5. is nominated as a key subcontractor to a supplier or consortium member with a contract to deliver scope on the SMR project for which they are OE (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers). A key subcontractor means a Subcontractor that is to be appointed under a Key Subcontract. “**Key Subcontracts**" means those Subcontracts which:
        1. are single/sole source contracts;
        2. have a value exceeding £5,000,000 when considered in the aggregate with all subcontracts entered into or to be entered into between the OE Consultant and the relevant subconsultant in respect of their works.
  5. GBN’s approach to COI for the OE Consultant procurement means that any company appointed as a lead tenderer or consortia member of an OE cannot be a lead tenderer, consortium member or key subcontractor on any other contract for the SMR Project on which they are the OE, unless the Tenderer can satisfy GBN that any Conflict of Interest is adequately managed to meet GBN’s COI intention outlined above. If an OE Consultant intends to appoint any key subcontractor (as defined above) to deliver part of the OE Consultant scope, such key subcontractor must be identified and must also declare any potential COI and proposed mitigation.
  6. GBN acknowledges there is a limited market for the supply of the OE Consultant scope, and suppliers may consider teaming arrangements. On that basis, GBN will be requiring bidders to declare any COI and proposed mitigations in their PSQ response.
  7. GBN will assess proposed measures against its concerns outlined in this paragraph 12 and the criteria for question 28 (Conflicts of Interest) and reserves the right to ask any bidder for further clarification on their proposals during PSQ evaluation and during the ITT stage, which may necessitate requesting additional information which GBN may take into account in evaluation. It is GBN’s intention to allow bidders a reasonable opportunity to satisfy GBN’s concerns arising from initial evaluation of Tenderer's responses to question 28 (Conflicts of Interest). GBN reserves the right to make any award of preferred bidder subject to successful satisfaction of COI mitigations and may request additional information up and to the point of contract signature.
  8. Tenderers are also advised that the ability of an OE Contractor to be awarded further contracts relating to the SMR Programme will be subject to any specific rules established in those future procurements relating to the prevention and/or management of Conflicts of Interest.  GBN cannot confirm what those rules might entail as they will be decided on a case-by-case basis.

**Tenderers' obligations relating to disclosing and monitoring Conflicts of Interest**

* 1. GBN encourages an open and transparent approach and a “when in doubt, notify” culture throughout GBN and its supply chain, and takes Conflicts of Interest seriously. Each individual or company who is or wishes to be engaged on the SMR Programme, whether as a consultant or contractor to GBN or as part of the GBN supply chain, should be mindful of the obligations owed to GBN regarding Conflicts of Interest.
  2. Tenderers are reminded that:
     1. In response to PSQ Question 28, they are required to identify Conflicts of Interest and provide details of their Bid Team (see PSQ Appendix A);
     2. if a Conflict of Interest is identified in response to PSQ Question 28 (or otherwise comes to GBN’s attention) the Tenderer will be required to demonstrate to GBN’s satisfaction that it is able to manage the risk or potential risk without prejudice to the procurement, the Contract or the SMR Programme.
  3. Tenderers must continue to ensure on an on-going basis that any person or organisation engaged directly or indirectly in connection with the preparation of their Tender does not have, and could not reasonably be seen to have, any Conflict of Interest in connection with GBN or the SMR Programme. Steps must be taken to identify all such persons or organisations who have knowledge of the SMR Programme (including in particular this procurement and the Contract/s) acquired through previous or concurrent roles. Tenderers are required to notify GBN of all such cases, stating the measures taken, or which they propose to take, to ensure that no unfair advantage will arise. Failure to meet this obligation may result in the rejection of a Tender and/or disqualification of a Tenderer (and/or exclusion of a Party/Guarantor/Subcontractor) from this procurement.
  4. Tenderers should note that GBN reserves the right at its sole discretion to reject a Tender and/or disqualify a Tenderer (and/or exclude a Party/Guarantor/Subcontractor) from this procurement where there is an actual, potential or perceived Conflict of Interest involving the Tenderer (and/or a Party/Parent/Guarantor/Subcontractor). It is for GBN in its sole discretion to determine whether the relevant Conflict of Interest (whether actual, potential or perceived) is manageable taking into account all relevant circumstances and the potential impact on the conduct of this procurement and the SMR Programme more generally.
  5. Tenderers must also monitor whether any such Conflicts of Interest may arise via key subcontractors who are involved in the preparation of their Tender and notify GBN accordingly.
  6. Tenderers should note that the procurement timetables of the various SMR Programme procurements will not necessarily align and therefore Tenderers should be mindful that this paragraph ‎‎12 of the PSQ may require a successful Tenderer to choose either:
     1. to enter into the Contract and commit to withdraw from another ongoing GBN procurement; or
     2. to withdraw from this procurement in order to enter into another contract concerning the SMR Programme.

1. **Non-canvassing, bribery and non-collusion**
   1. Applicants must not (and shall ensure that their Associated Persons, subcontractors, Consortium Members, advisors or companies within its group do not) directly or indirectly canvass any Minister, public sector employee, member, director, employee, representative or adviser of GBN, agency, arm’s length body or government department regarding this procurement process or attempt to procure any information from the same regarding the procedure process (except where expressly permitted within the PSQ or subsequent documents in the procurement process). Any attempt to do so may result in disqualification from this procurement process.
   2. Applicants must not (and shall ensure that their Associated Persons, subcontractors, Consortium Members, advisors or companies within its group do not):
      1. Fix or adjust any element of the PSQ response and subsequent PSQ by agreement or arrangement with any other person;
      2. Communicate with any person, other than GBN's nominated procurement lead, the value, price or rates to be set out in the PSQ, or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
      3. Enter into any agreement or arrangement with any other person, so that person refrains from submitting a PSQ response or PSQ;
      4. Share, permit or disclose to another person, access to any information relating to the PSQ response or PSQ with any other person; or
      5. Offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done any act or omission in relation to the PSQ response or PSQ, any other PSQ or proposed PSQ, except where such prohibited acts are undertaken with persons who are also participants in the Applicant's PSQ response, such as subcontractors, resellers, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the PSQ or obtain any necessary security.
   3. If an Applicant breaches the above paragraph, GBN may (without prejudice to any other criminal or civil remedies available to it) disqualify the Applicant from further participation in the procurement process.
   4. GBN may require an Applicant to put in place any procedures or undertake any such action(s) that GBN in its sole discretion considers necessary to prevent or curtail any collusive behaviour.
   5. Each Applicant must complete and sign the Certificate of Non-Collusion and Non-Canvassing.
2. **Right to amend or vary the documents**

GBN reserves the right not to proceed to the subsequent stages of the procurement process and to amend or vary the procurement process, requirements, evaluation criteria, evaluation approach, timetable or the proposed scope/nature of the PSQ in any way from that described in this PSQ or in any other procurement document. You will not be reimbursed for any costs, expenses or loss suffered or incurred as a result or otherwise in connection with the PSQ or any other subsequent part of the PSQ process.

1. **Confidentiality**
   1. GBN reserves the right to disclose any information provided by any Applicant in relation to the procurement process to any or all of its advisers or to other public bodies.
   2. Applicants must be aware that GBN intends to publish the names of the Applicants at each relevant stage of the procurement process.
   3. Subject to the exceptions referred to in this paragraph, the information in the PSQ and the accompanying Instructions is made available by GBN on the condition and understanding that:
      1. Applicants shall not copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen;
      2. Applicants shall not use the information for any purpose other than for the purposes of making, or deciding whether to make, an expression of interest; and
      3. Applicants shall not discuss information nor any aspect of this procurement process in the media nor make any media or publicity statement or comment in relation to it without the express consent of GBN in writing.
   4. Applicants shall treat all information relating to their PSQ response as strictly confidential and where the information needs to be copied to parties supporting the Applicant or Consortium Member then the Applicant shall require such parties (**Disclosees**) to also treat the information as strictly confidential. The Applicant will remain responsible for any breach by its Disclosees. The Applicant may disclose, distribute or pass information to another person associated with its PSQ response (including but not limited to, for example, a Consortium Member, the Applicant's insurers or advisers) if either:
      1. this is done for the sole purpose of enabling a PSQ response to be made and the person receiving the information undertakes in writing jointly for the benefit of both the Applicant and GBN to keep the information confidential on the same terms as set out in this paragraph; and
      2. the Applicant obtains the prior written consent of GBN in relation to such disclosure, distribution or passing of information (GBN’s consent may be on such conditions as it sees fit (including as to entry into legally binding confidentiality undertakings)).
   5. Applicants must clearly indicate by highlighting specific text, figures and diagrams, etc., which parts of their PSQ Submission are to be considered commercially sensitive and confidential and why they are considered to be so, along with the time period for which they will remain confidential in nature.
   6. No person, other than GBN's commercial team or representative, has been authorised by GBN to give any information or to make any representation on behalf of GBN and, if any information or representation shall have been given or made, any such information or representation shall not be relied upon as having been so authorised.
2. **Freedom of Information Act and Environmental Information Regulations**
   1. GBN is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**), the subordinate legislation made under the FOIA or EIR and any guidance and/or codes of practice issued (from time to time) in relation to such legislation. Applicants should be aware of GBN's obligations and responsibilities under the FOIA and EIR to disclose, on written request, recorded information held by GBN. Information provided by Applicants in connection with the OE Contract and the Procurement, or with any OE contract that may be awarded as a result of this Procurement, may therefore have to be disclosed by GBN in response to such a request, unless GBN decides that one of the statutory exemptions under the FOIA and/or the EIR applies.
   2. If the Applicant considers that any of the information provided in its PSQ Response is commercially sensitive (meaning it could reasonably cause prejudice to the Applicant if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties". The Applicant must also provide reasons why it considers the information is exempt from disclosure under the FOIA or EIR.
   3. Any statement identified by an Applicant as commercially sensitive must be set out in a completed version of the Confidential Information Form in Section J. Applicants should note that statements should be made against specific areas of their PSQ response and statements such as "The entirety of the response" or "All pricing information" will not be accepted by GBN.
   4. GBN will endeavour to consult with the Applicant and have regard to comments and any objections before it releases any information to a third party under the FOIA or EIR. However, GBN shall be entitled to determine in its absolute discretion whether any information is exempt from the FOIA or EIR or is to be disclosed in response to a request for information. GBN will make its decision on disclosure in accordance with the provisions of the FOIA or EIR and can only withhold information if it is covered by an exemption from disclosure under the FOIA or EIR.
3. **Language**

All stages of the procurement process will be conducted, and all documents will be prepared, in the English language. All responses to PSQ Questions and all PSQ responses must be prepared in the English language. To the extent that the original versions of any supporting documents were not prepared in the English language, Applicants will be required to provide a certified translation of those documents.

1. **Governing law**

The procurement process and all subsequent contracts will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

1. **Clarification Questions from Applicants**
   1. An Applicant may submit a clarification question to GBN at any time prior to the relevant deadline for submitting clarification questions, being 02/07/2025 at 17:00 pm BST.
   2. Any questions about this Procurement should be submitted in writing via Jaggaer. This should be used for all queries and requests for clarification regarding the Procurement to provide an effective and auditable trail. An Applicant's queries will be secure and cannot be seen by any other Applicants.
   3. Applicants are required to adhere to the following process when submitting clarifications to GBN:
      1. All clarifications must be submitted to GBN using the Jaggaer eSourcing Portal;
      2. Multiple clarifications may be submitted in a single submission;
      3. Each clarification should be clearly identified within a submission, and Applicants should identify, as a minimum, the area of the procurement documentation to which the clarification relates; and
      4. Sufficient detail should be provided so that each clarification is clear, unambiguous, and sets out the issue/question/query, as appropriate.
   4. Applicants should ensure that all clarification questions to GBN:
      1. are marked as being considered by the Applicant as either general or specific/confidential in nature;
      2. do not identify the Applicant asking the question (where such questions are of a general nature);
      3. are marked, by using the subject heading on Jaggaer, with one of the following titles: “Commercial”, “Technical” or “Social Value”; and
      4. identify the paragraph and sub-paragraph of the PSQ to which the clarification question refers (if any).
   5. GBN intends to conduct the Procurement in a way which is fair, transparent and does not risk distorting competition nor unfairly discriminate for or against an Applicant. Accordingly, Applicant should be aware that if in GBN's view:
      1. Questions and answers are of a general nature, GBN will provide copies of such questions, together with answers, to all Applicants in a suitably uniform and anonymous form;
      2. Questions and answers relate only to the solution proposed by the Applicant asking the question and are commercially sensitive (or there is no good reason, consistent with PSQing probity, for disclosing questions and answers to all Applicants), GBN will provide copies of such questions, together with answers, only to the Applicant seeking clarification; or
      3. Questions are of a general nature, but the Applicant seeking clarification has marked them as specific/commercially sensitive, GBN will contact the Applicant to check whether the Applicant wishes to withdraw such questions prior to answers being provided. In the event of the relevant questions not being withdrawn, GBN will provide copies of the questions in a suitably anonymous form, together with answers, to all Applicants. GBN retains the right to provide an answer to any such question to all Applicants where, in GBN's view, to do so would benefit this Procurement or is otherwise required in accordance with the Procurement Act 23.
   6. Any clarification question that GBN receives and subsequently issues to other Applicants will not identify the originator of the question.
   7. Any attachments submitted as part of clarification questions should be clearly labelled.
   8. Clarification questions received after the clarification deadline will not be answered, although GBN reserves the right to respond at its own discretion in exceptional circumstances. However, the clarifications portal will remain open for general communications until the PSQ Response Deadline.
   9. Responses to clarification questions raised during this procurement process will be published periodically to all Applicants as the case may be. This will be provided in a Questions and Answers format.
2. **Material Issues Table**
   1. In producing the current draft of the Owner’s Engineer Contract at Appendix E (**Contract**), GBN has sought to balance, in a fair and reasonable manner its own interests, the interests of the OE Consultant and the interests of other stakeholders. GBN therefore considers that the terms of the Contract should be acceptable to the Applicants, without further amendment and GBN shall be under no obligation to negotiate or accept any proposed amendments by Applicants.
   2. Applicants are however provided with the opportunity to submit material issues relating to the Contract. Applicants may complete and submit the Material Issues Table at Appendix G (**Material Issues Table**) to capture the Applicant’s proposed amendments to the Contract where the Applicant considers that those items either may prevent the Applicant from submitting a Tender for the Contract at ITT stage or if the provision were changed it would enable the Applicant to improve its Tender, for example reduced pricing. The Applicant must provide clear justification for each proposed amendment. GBN is not obliged to accept any proposed amendments to the Contract and the Material Issues Table is for information only.
   3. The deadline for submitting the Material Issues Table shall be set out in the Invitation to Tender and is expected to be one week following publication of the Invitation to Tender. Applicants are therefore encouraged to submit the table as soon as possible during the PSQ stage.
3. **Authority Clarifications**
   1. GBN may raise clarification questions with Applicants at any stage during the procurement process. This will be undertaken using the Jaggaer eSourcing Portal. Applicants should note that this is not an opportunity to expand on their submissions, rather to provide clarification in response to GBN's queries. Clarification responses will be used for review purposes.
   2. Authority Clarifications will be published by GBN as and when required during the PSQ stage. Authority Clarifications will be posted to the "Notifications" section on Jaggaer and Applicants will receive an electronic notification via Jaggaer.
   3. Authority Clarifications may contain the following:
      1. any information regarding the Procurement or the PSQ which GBN wishes to share with all Applicants to ensure equality of information;
      2. details of any new data in Jaggaer, the Virtual Data Room or any updates to such data; and
      3. any other information which GBN wishes to publish.
   4. In the event of an inconsistency between an Authority Clarification and the other elements of the PSQ, such Authority Clarification will take precedence. In the event of inconsistency between Authority Clarifications, the most recent Authority Clarification issued by GBN will take precedence.
4. **Change in circumstances**
   1. If any of the information provided within a PSQ response changes at any subsequent stage in the procurement process, the Applicant is required to notify GBN immediately.
   2. In the event that an Applicant proposes a change in the membership of its Consortium following the submission of its PSQ response (or subsequently at ITT stage, or during ITN stage, or at any stage during the procurement process) the Lead Applicant must immediately inform GBN of such change (whether this relates to additional members, departing members or any other change in circumstances relevant to the PSQ assessment). This will allow GBN to reassess the Applicant's changed response to the PSQ as appropriate.
   3. GBN reserves the right to refuse to consent to proposed changes in Consortia or to deselect any Applicants (at ITT and award stage) whose proposed change would mean that they would no longer satisfy any of the requirements for Assessment Stages 1, 2 and 3 set out above or if such proposed change/change in circumstances would have such an effect on the ranking of the Applicant that it would no longer be selected to be invited to PSQ.
   4. Applicants must advise GBN if there is any change to their legal status and/or composition during or after the procurement process, and GBN reserves the right to disqualify Applicants where changes occur.
5. **Award Commitment**
   1. A response to this PSQ does not guarantee that an Applicant will be invited to PSQ or awarded a contract and nothing in this PSQ should be interpreted as a commitment by GBN to award Contracts to any Applicant.
   2. GBN reserves the right at its sole and absolute discretion, at any time and without cost to GBN, to the extent permitted by law:
      1. to terminate or suspend, for any reason, any part of or the whole of this procurement process and/or to withdraw this PSQ at any time or to re-invite responses on the same or any alternative basis;
      2. to waive any requirements of this procurement process;
      3. to vary any requirements and/or procedures relating to the procurement process;
      4. to reject all or any Applicants at any time;
      5. not to proceed with the ITT stage in whole or in part;
      6. to omit or vary scope at any time, including for the avoidance of doubt during the course of the procurement.
   3. Neither the issue of this PSQ nor any related procurement process commits GBN at any time to award the whole or part of the Contract to any party or any person.
6. **Verification** 
   1. GBN reserves the right to disqualify any Applicant who provides information or confirmations which later prove to be untrue, incorrect or misleading. GBN reserves the right to take whatever steps it deems reasonable to verify the truthfulness or accuracy of any statement made by any Applicant within their PSQ response. This may include but is not limited to:
      1. Cross-referencing any statement made by the Applicant within their PSQ response with any other statement made by the Applicant within their PSQ response (and where an Applicant is a Consortium, any statement made by a Member within their PSQ response with any statement by any other Member within its PSQ response);
      2. Obtaining financial information from Companies House or a competent credit referencing agency;
      3. Undertaking checks with client representatives identified within the Applicant’s PSQ response; and
      4. Undertaking reference site vPSQs.
   2. GBN reserves the right to require the submission of any additional, supplementary or clarification information as it may, at its absolute discretion, consider appropriate.
   3. The submission of a completed PSQ response will be deemed to imply the Applicant's acceptance of the foregoing provisions without qualification.
7. **Subcontractors**
   1. Subcontractors may feature in more than one Application. This creates a potential risk of collusion as between Applicants. Therefore, Applicants need to take appropriate steps to ensure that there is no collusion. In particular, Applicants shall use best endeavours to ensure that:
      1. their subcontractors disclose whether they are participating in other applications/PSQs;
      2. subcontractors are aware that they should not treat any Applicant unfairly or unequally. That does not necessarily mean the same terms, conditions and prices should be offered to all Applicants because different factors or considerations may well apply. It does, however, mean that there must be sound and justifiable reasons why different terms, conditions or prices are offered to avoid accusations of any price fixing, cartel or other anti-competitive behaviour; and
      3. any information passing between the Applicant and the potential subcontractor relates solely to the construction of the subcontract arrangements and its impact on the PSQ response/PSQ. Any information provided by one party to the other must be provided on a strictly "need to know" basis as set out above and subcontractors must not act as a conduit for the sharing of confidential or commercially sensitive information as between Applicants.
   2. Information relating to the subcontract/subcontractor arrangements must only be passed from a potential subcontractor "up" to an Applicant and not from an Applicant "down" to the proposed subcontractor. This is to ensure that a potential subcontractor has no access to information to cross fertilise between PSQ responses/PSQs.
   3. Particular care will be needed to ensure that proposed subcontractors are not present at PSQ preparation meetings or meetings with GBN where they may gain access to confidential and PSQ/PSQ sensitive information.
   4. Particular care should also be taken in the completion of the Statement of Non-Collusion.
   5. If GBN considers that there has been any co-operation or collusion which actually or potentially undermines or distorts competition, it reserves the right to reject the compromised PSQ(s) and exclude the relevant Applicants from the process.
   6. Applicants should seek clarification from GBN if they are uncertain about this or any other potential conflict situation.
   7. If an Applicant at the point of completing the PSQ does not have a supply chain and/or subtractors, but does at a later stage, the Applicant may be asked to provide a response to the PSQ applicable supply chain questions to the extent that it can.
8. **Publicity and marketing**
   1. Applicants shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any Contract award, any publicity activity with any section of the media in relation to the Project or the Contract other than with the prior written agreement of GBN.
   2. Without limiting PSQ [Part 1], Applicants shall not and shall procure that any associated Party/Guarantor or subcontractors, representatives, agents and/or advisors do not do any of the following without obtaining the prior written consent of GBN:
      1. make a public statement or communicate in any form with the media in connection with this procurement process;
      2. Use any trademarks, logos or other intellectual property rights associated with GBN;
      3. Represent that the Applicant is directly or indirectly associated in any way with GBN or that it’s or their respective products and/or services are in any way endorsed by GBN; or
      4. Do anything or refrain from doing anything which would have an adverse effect on or embarrass GBN.
   3. Applicants must notify GBN, via the Jaggaer eSourcing Portal, of any enquiries received from the media regarding this competition.
   4. If Applicants are in any doubt regarding the publicity and marketing arrangements, then they must seek further guidance from GBN through the Jaggaer eSourcing Portal.
   5. Specifically, but without limiting PSQ Condition 19 (Confidentiality), Applicants should not without the prior written consent of GBN refer to the Project, this procurement process and/or their PSQ response:
      1. In social media (for example, on Twitter);
      2. In their marketing materials for example brochures and annual reports; and/or
      3. In any speeches, presentations, seminars or academic papers.
9. **Copyright**
   1. The copyright in this PSQ and the accompanying Procurement Documents is vested in GBN, and they may not be reproduced, copied or stored in any medium without the prior written consent of GBN.
   2. All Information, this PSQ, and any Procurement Document issued with or supplemental to it, are and shall remain the property of GBN and must be returned upon demand.
10. **Provision of further information by Applicants**
    1. GBN reserves the right to require the submission by an Applicant of any additional or supplemental information or clarification as it may, in its absolute discretion, consider appropriate.
    2. Applicants shall not submit any unsolicited additional or supplemental information. Unsolicited means that it has not been requested as part of the PSQ requirements for a PSQ response, or sought by GBN as described above.

**H. Using the Procurement Portal**

1. **Instructions for using the Jaggaer eSourcing Portal**
   1. GBN uses the Jaggaer eSourcing Portal to manage all aspects of this procurement process and Applicants should only contact GBN through the Jaggaer eSourcing portal. Applicants are reminded that it is their sole responsibility to ensure that their contact details are kept up to date within the Jaggaer eSourcing Portal.
   2. GBN will not enter into exclusive discussions regarding the requirements of this procurement process with Applicants. All communications between GBN and Applicants must be via the Jaggaer eSourcing portal. This may be in the form of direct correspondence between GBN and each individual Applicant or between GBN and all Applicants.
   3. Applicants should note that during the procurement process they, or their advisors, should not contact GBN or any of its employees or advisors or any third parties connected to GBN (but not so as to prevent or restrict any business as usual communications unconnected with the procurement process) other than through the Jaggaer eSourcing Portal as instructed above.
   4. Registration on the Jaggaer eSourcing Portal can be accomplished by accessing the following link: <https://beisgroup.ukp.app.jaggaer.com/>
   5. When accessing the Jaggaer eSourcing Portal for the first time, Applicants will need to accept the Terms & Conditions and click ‘continue’ entering your correct business and user details. Note your chosen username and click ‘save’, this will generate an email with your temporary password.
   6. Once logged onto the Jaggaer eSourcing Portal, technical guidance relating to the use of Jaggaer can be found in the Help Centre that can be accessed via the helpdesk feature.
   7. Applicants will only be able to access the eSourcing Event once registration has been completed.
   8. Once potential Applicants have completed the registration process referred to above, the Jaggaer eSourcing Portal home page may be accessed via the same link: <https://beisgroup.ukp.app.jaggaer.com/>
   9. For further assistance with regards registering on the Jaggaer eSourcing Portal, please consult the available help.

Phone: 08000 698 632

Email: [customersupport@jaggaer.com](mailto:customersupport@jaggaer.com)

1. **Contact Email Address**

Applicants must ensure that contact details for the individual who will be conducting the communication on behalf of your organisation or Applicant Group is the official contact on your Jaggaer eSourcing Portal registration.

1. **Communication and/or Notification Messages**
   1. Any communications or notifications in connection with the Procurement, both at the PSQ stage and beyond, will be issued by GBN to Applicants using the messaging facility within the Jaggaer eSourcing Portal.
   2. Communications or notifications sent via the messaging facility may relate to and represent material changes to information previously provided. Accordingly, until the Procurement has fully concluded, Applicants must log into the eSourcing Event at regular intervals, to check for messages and access their content.
   3. Email prompts will only be sent to the nominated contact.
   4. All messages sent via the Jaggaer eSourcing Portal will be retained within the messages section of the Event. The messages and information therein may be accessed and reviewed at any time.
2. **Instructions for responding to this PSQ**
   1. Download the files and set up additional users
      1. Before considering a response to this PSQ, Applicants should ensure that they have downloaded and read all the relevant files from Jaggaer. All files are important and contain information which may have a considerable bearing on the success of a PSQ Submission.
      2. If an Applicant requires that additional people have access to the PSQ, the user management link on the main page of Jaggaer should be used to add additional users.
      3. All clarifications sent during the PSQ Stage will be notified via the secure messaging feature within Jaggaer to the authorised representative on behalf of the Applicant. If Applicants want the notifications to go to other users within their organisation, then this can be achieved by accessing the Applicant's "User Rights" area in Jaggaer and enabling other users to receive messages.
      4. Attachments will be available for Applicants to download from the question itself or via the "Projects Attachments" section of Jaggaer.
   2. Read all instructions carefully
      1. Applicants should read all the instructions relating to this PSQ carefully as Applicants who submit incomplete PSQ Responses may be deemed non-compliant.
      2. GBN will only take account of information which is specifically asked for within the PSQ. Submissions must be correctly referenced in accordance with the requirements in the relevant instructions. GBN will not evaluate information which has not been included by an Applicant in its PSQ Response and may not evaluate information which has been incorrectly referenced.
   3. Preparing the PSQ
      1. The PSQ Submissions will be completed using an electronic form (the PSQ Submission Form) which can be accessed via Jaggaer. It may be possible to respond to some questions in this PSQ simply by answering the questions on screen in the PSQ Submission Form on Jaggaer. In most cases, the Applicant will need to prepare additional material as part of its PSQ Submission, which can be uploaded at any time into the PSQ Submission Form before the relevant Closing Deadline.
      2. Users should be wary that after periods of inactivity, they will be logged out of Jaggaer. This may result in draft responses not being saved. It is the Applicant’s responsibility to ensure that it saves draft responses regularly when using Jaggaer.
      3. Character restrictions applicable to the relevant question will be provided in the instructions on Jaggaer.
   4. Answering questions and providing evidence.
      1. Applicants are required to answer all the questions and provide all the additional information requested within the PSQ, in accordance with the specific instructions set out in the PSQ Instructions.
      2. Some questions will be marked with a red asterisk on the PSQ Submission Form in Jaggaer. These are designated as mandatory questions. This is no indication of the questions' weight or importance and all questions should be answered regardless of the mandatory marker. At any stage Applicants may validate their response by selecting "Validate Response". This will highlight the mandatory questions still requiring a response (marked with a red asterisk) and the number of non-mandatory questions that remain.
      3. Applicants will not be permitted by Jaggaer to submit their PSQ Submission until all mandatory questions are answered.
      4. Applicants must not cross reference their answers from any one question to another question unless instructed to do so by GBN. Applicants are also not permitted to cross-reference to their SQ submission. Only information included in the response to the specific question will be evaluated in respect of that specific question, unless GBN's instructions provide otherwise. Cross referenced material which does not comply with an instruction of GBN will not be reviewed or evaluated by GBN.
      5. Applicants must answer all questions accurately and as concisely as possible. To the extent any page limits are expressly required by the PSQ, Applicants must ensure that they follow any specific guidance. Supporting information must be presented as instructed in each of the questions. Note that any A3 pages will be counted as two A4 pages per side.
      6. If the PSQ Submission exceeds any page limit given in the specific submission in this PSQ, then GBN will not consider information which is beyond the page limit stated.
      7. Text must be in Arial 11 point font, single spaced (other than supporting information which is not created for the Procurement process or any mark-up of the OE contract). Page margins must be set at minimum 2.5 cm.
      8. Headers and footers may be included in the page margins and may include paragraph numbering, page numbering, section numbering, copy numbering, etc.
      9. PSQ Submissions should not include general promotional or marketing material unless it is responsive to a requirement of this PSQ and is referenced accordingly.
   5. How to submit supplementary documents
      1. In some cases, it will be necessary for Applicants to submit supplementary documents in the form of electronic files to respond to or provide evidence in their responses to certain questions. Applicants should only submit supplementary documents when it is necessary to respond to a question and/or where the submission of supplementary documents has been requested by GBN.
      2. Applicants must not embed documents inside supplementary documents. GBN will not review the content of embedded documents.
   6. File formats
      1. Most file types can be used to support a PSQ. If Applicants have any doubts about the format or software they intend to use for their response, they should contact GBN using the secure messaging system on Jaggaer.
      2. Save in respect of questions which have prescribed file types, it is strongly recommended that Applicants upload documents as an Adobe PDF file for non-financial responses and MS Office™ Excel for financial data. Applicants should note that all files uploaded onto Jaggaer cannot be amended by anyone and that original files uploaded by Applicants will be maintained in an unaltered state on the system for the duration of this Procurement.
      3. Each file must be page-numbered consecutively, include a contents list (which is not included in the page limits) and each page of the submission should identify the part and sub-part reference at the top of each page.
      4. Applicants are advised to check with the Jaggaer helpline before submitting responses in uncommon formats.
      5. Jaggaer only allows for a single attachment to be attached to any one question. If the Applicant's response to a question requires more than one attachment or the question otherwise required multiple files, this can be achieved by placing them into a zip file clearly labelled and then attaching the zip file as a single attachment.
   7. File naming
      1. Any files that the Applicant submits in relation to the PSQ should be given a file name which corresponds to the relevant requirement for the file set out on the PSQ. for example:

"[Applicant] – Rate Card"

* + 1. Any files that Applicants submit in the general attachments folder (if permitted) will be displayed in alphabetical order, with no folder structure. If Applicants are uploading additional files for any reason, it is essential that the Applicants name the files in an appropriate way. GBN requires the use of a consistent naming strategy, as requested in the text of the PSQ or based on the Applicant's code name and the relevant PSQ requirement, for example:

"[Applicant] – [ ]"

* 1. Notes regarding file uploads
     1. Applicants should regard 52MB as the maximum file size for any individual file. Files less than 2MB will be displayed reasonably quickly but bigger file sizes will create a delay in displaying the evidence or supporting material. We recommend that attachments be limited to 2MB, to the extent possible.
  2. Ensure the PSQ is complete
     1. All the files submitted by Applicants will be made visible to GBN, so before submitting a PSQ, Applicants should check the entire response to ensure all files have been uploaded.
     2. Each Applicant is responsible for ensuring that its PSQ is complete and comprehensive in all respects and that all files upload prior to the relevant Closing Deadline.
  3. Upload the PSQ
     1. Completed PSQ Responses should be submitted via Jaggaer by the relevant Closing Deadline. GBN reserves the right to reject PSQ Responses received after the relevant Closing Deadline. Please note that each Closing Deadline is a precise date and time.
     2. GBN will not consider PSQ Responses uploaded or submitted by any other means than via Jaggaer unless otherwise stated in writing by GBN.
     3. Applicants are strongly advised to follow the guidance found on Jaggaer.
  4. Check that the upload was successful
     1. After submitting a PSQ Submission (including any saved uploads), Applicants must remember to publish the PSQ Submission. Jaggaer will inform Applicants of any late clarifications being issued after they publish their PSQ Submission.
     2. Importantly, should any late clarification occur, Applicants may need to re-publish their PSQ Submission to signify that they have read, understood and accepted the changes.
     3. Once an Applicant has published their PSQ Submission, Jaggaer will specify within the portal interface that the PSQ Submission has been successful. Applicants will also be able to see the "status" of their submission under the "Monitor" tab within Jaggaer. If an Applicant is unable to see any indication on Jaggaer that the PSQ Submission has been submitted within one (1) hour of publishing, the PSQ Submission may not have been submitted correctly and the Applicant is strongly advised to contact the Jaggaer helpdesk immediately at customersupport@jaggaer.com.
     4. Jaggaer will always inform Applicants when they have successfully published their PSQ Submission.
  5. Other general instructions for responding to the PSQ
     1. Applicants are required to submit data in the specific formats, covering the specified periods and in sufficient detail as required by the PSQ. Should the Applicant fail to provide the required information to a standard that satisfies the express requirements of the PSQ, the PSQ may be non-compliant based on the evaluation criteria.
     2. GBN cannot be held responsible if it does not receive a PSQ by the relevant Closing Deadline.
     3. If GBN requires an Applicant to clarify any of its responses to the PSQ for the purposes of carrying out its evaluation activities, it may (but is not obliged to) seek additional information or clarification from the relevant Applicant in certain circumstances. However, GBN reserves the right not to take any further information received into account in the evaluation where to do so would be contrary to GBN's obligations under procurement law, including the overarching procurement objectives contained within section 12 of the Procurement Act 2023.
     4. If GBN requests additional information from the Applicant in accordance with paragraph 5.12(c) above, the Applicant must provide a timely response via Jaggaer.
     5. Deliberately misleading, false or fraudulent information will lead to the PSQ being non-compliant and disqualification of the relevant Applicant from this Procurement.
     6. Where accessible, checks may be made by GBN of the information submitted by the Applicant with reference to publicly available data.
     7. PSQs must be in English. However, where original documents provided as supporting information which are not created for the PSQ (e.g. company financial reports) are not in English, the original document should be provided as well as a certified translation. This means that:
        1. the translation has been prepared by a member of a professional translation body, such as the Chartered Institute of Linguists, the Institute of Translation and Interpreting, or the Association of Translation Companies; and
        2. the translator must confirm in writing on the translation:
           1. that it is a true and accurate translation of the original document;
           2. the date of the translation; and
           3. their full name, contact details and details of their professional accreditation.

In this regard, only the English version will count towards any page or word counts set out in the PSQ.

**I. Exclusion Grounds: Public Procurement**

1. Mandatory Exclusion Grounds

Listed in Procurement Act 2023, Schedule 6. See the Schedule for full text and definitions.

* 1. **Corporate manslaughter or corporate homicide**

An offence under section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 (corporate manslaughter or corporate homicide).

* 1. **Terrorism**

An offence listed in section 41 or 42 of the Counter-Terrorism Act 2008 (terrorism offences, and offences having a terrorist connection, in respect of which the notification requirements under Part 4 of that Act apply), other than an offence under section 54 of that Act.

* 1. **Theft, fraud, bribery etc**

An offence at common law of conspiracy to defraud.

An offence under any of the following sections of the Theft Act 1968—

(a)sections 1 to 13 (theft, robbery, burglary, etc);

(b)sections 17 to 21 (fraud and blackmail);

(c)sections 22 and 23 (offences relating to stolen goods);

(d)section 24A (dishonestly retaining a wrongful credit);

(e)section 25 (going equipped for stealing etc).

An offence under section 3 of the Theft Act 1978 (making off without payment).

An offence under section 113 of the Representation of the People Act 1983 (bribery of electors).

An offence under section 178 of the Road Traffic Act 1988 (taking motor vehicle without authority etc).

An offence under section 327, 328 or 329 of the Proceeds of Crime Act 2002 (money laundering offences).

An offence under section 2, 3, 4, 6 or 7 of the Fraud Act 2006 (fraud offences).

An offence under section 993 of the Companies Act 2006 (fraudulent trading).

An offence under section 1, 2 or 6 of the Bribery Act 2010 (bribery offences).

* 1. **Labour market, slavery and human trafficking offences**

An offence under the Employment Agencies Act 1973 (offences relating to employment agencies) other than an offence under section 9(4)(b) of that Act.

An offence under section 31(1) of the National Minimum Wage Act 1998 (refusal or wilful neglect to pay the national minimum wage).

An offence under the Gangmasters (Licensing) Act 2004 (offences relating to gangmasters).

An offence under section 1, 2, 4 or 30 of the Modern Slavery Act 2015 (slavery and human trafficking offences).

An offence under section 27 of the Immigration Act 2016 (failure to comply with labour market enforcement order).

* 1. **Organised crime**

An offence under section 28 of the Criminal Justice and Licensing (Scotland) Act 2010 (agreeing to become involved in serious organised crime).

An offence under section 45 of the Serious Crime Act 2015 (participating in activities of organised crime group).

* 1. **Tax offences**

An offence at common law of cheating the public revenue.

An offence under the law of any part of the United Kingdom consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax.

In this paragraph, “tax” means a tax imposed under the law of any part of the United Kingdom, including national insurance contributions under—

(a) Part 1 of the Social Security Contributions and Benefits Act 1992, or

(b) Part 1 of the Social Security Contributions and Benefits (Northern Ireland) Act 1992.

An offence under section 45 or 46 of the Criminal Finances Act 2017 (failure to prevent facilitation of tax evasion).

* 1. **Cartel offence**

An offence under section 188 of the Enterprise Act 2002 (cartel offence).

* 1. **Ancillary offences**

In relation to an offence otherwise referred to above, any of the following offences—

(a) aiding, abetting, counselling or procuring the commission of the offence;

(b) in Scotland, being art and part in the commission of the offence;

(c) an offence under Part 2 of the Serious Crime Act 2007 (encouraging or assisting crime) in relation to the offence;

(d) inciting a person to commit the offence;

(e) attempting or conspiring to commit the offence.

* 1. **Offences committed outside the United Kingdom**

An offence under the law of a country or territory outside the United Kingdom which would be an offence otherwise referred to in this Part of this Schedule if the conduct constituting that offence was carried out in any part of the United Kingdom.

For the purposes of this paragraph, an act punishable under the law of a country or territory outside the United Kingdom constitutes an offence under that law, however it is described in that law.

* 1. **National security**

A mandatory exclusion ground applies to a supplier in relation to contracts of a particular description if an appropriate authority determines that the supplier or a connected person—

(a) poses a threat to the national security of the United Kingdom, and

(b) would pose such a threat in relation to public contracts of that description.

* 1. **Misconduct in relation to tax**

A mandatory exclusion ground applies to a supplier if the supplier or a connected person has been liable to a penalty under—

(a) section 69C of the Value Added Tax Act 1994 (transactions connected with VAT fraud) except where the penalty is reduced under section 70 of that Act, or

(b) section 25 of the Finance Act 2003 (evasion of tax or duty).

The supplier or connected person is not to be treated as having been liable to such a penalty unless HMRC has assessed the amount of the penalty and the time for any appeal or further appeal relating to the penalty has expired or, if later, any appeal or final appeal relating to it has been finally determined.

A mandatory exclusion ground applies to a supplier if a penalty has been payable by the supplier or a connected person under—

(a) Schedule 24 to the Finance Act 2007 (errors in tax documentation), or

(b) Schedule 41 to the Finance Act 2008 (failure to notify and certain VAT and excise wrongdoing),

but only where the conduct giving rise to that penalty was deliberate.

Such a penalty is not to be treated as having been payable unless—

(a) if the penalty has been assessed, the time for any appeal or further appeal relating to the penalty has expired or, if later, any appeal or final appeal relating to it has been finally determined, or

(b) a contract has been made between HMRC and the supplier or connected person, under which HMRC undertook not to assess the penalty or (if it was assessed) not to take proceedings to recover it.

A mandatory exclusion ground applies to a supplier if—

(a) the supplier or a connected person has entered into or carried out tax arrangements that are abusive (within the meaning given in section 207 of the Finance Act 2013), and

(b) adjustments have accordingly been made under section 209 of that Act (countering tax advantages), including as it applies under section 10 of the National Insurance Contributions Act 2014.

Adjustments are not to be treated as having been made until they can no longer be challenged, whether on appeal or otherwise.

A mandatory exclusion ground applies to a supplier if the supplier or a connected person has been found by HMRC, in exercise of its powers in respect of VAT, to have engaged in an abusive practice.

The supplier or connected person is not to be treated as having been found by HMRC to have engaged in those arrangements or practices until the finding can no longer be challenged, whether on appeal or otherwise.

A mandatory exclusion ground applies to a supplier if the supplier or a connected person has incurred a defeat in respect of notifiable tax arrangements they have entered into.

* 1. **Competition law infringements**

(1) A mandatory exclusion ground applies to a supplier if the CMA has made a decision under the Competition Act 1998 that the Chapter I prohibition (within the meaning given by section 2 of that Act) has been infringed by an agreement or concerted practice—

(a) to which the supplier or a connected person was party, and

(b) which was a cartel (within the meaning given by paragraph 4(1) of Schedule 8A to that Act).

(2) Sub-paragraph (1) does not apply if the CMA did not impose a penalty on the supplier or connected person in respect of the infringement because the supplier or connected person was an immunity recipient (within the meaning given by paragraph 14 of Schedule 8A to the Competition Act 1998).

(3) In this paragraph, references to the CMA include references to a regulator referred to in section 54(1) of the Competition Act 1998 in circumstances where it exercises functions concurrently with the CMA in accordance with that Act.

* 1. **Failure to cooperate with investigation**
  2. A mandatory exclusion ground applies to a supplier if—
     1. an appropriate authority has given the supplier or a connected person notice under section 60(6) of the Procurement Act 2023 (requests for documents or other assistance in connection with investigation),
     2. the supplier or connected person has failed to comply with the notice to the satisfaction of the authority before the end of the period specified in the notice, and
     3. a Minister of the Crown has made a determination that the failure to do so was sufficiently serious so as to warrant constituting a mandatory exclusion ground.
  3. **Equivalents outside the United Kingdom**

A mandatory exclusion ground applies to a supplier if the supplier or a connected person—

(a) has been subject to a penalty or a decision by a regulator, court or other authority outside the United Kingdom, where the conduct giving rise to that penalty or decision is conduct that would give rise to a penalty or decision referred to in any of paragraphs [1.11] to [1.12] if committed in the United Kingdom, in circumstances where the penalty or decision would be a mandatory exclusion ground, or

(b) has had a tax advantage counteracted outside the United Kingdom, in circumstances where the supplier or connected person would have incurred a defeat of the kind referred to in paragraph [1.11] had the tax advantage arisen in respect of tax payable in the United Kingdom.

1. Discretionary Exclusions Grounds

Listed in Procurement Act 2023, Schedule 7. See the Schedule for full text and definitions.

* 1. **Labour market misconduct**

A discretionary exclusion ground applies to a supplier if any of the following orders has been made

against the supplier or a connected person—

(a) a slavery and trafficking prevention order, an interim slavery and trafficking prevention order, a slavery and trafficking risk order or an interim slavery and trafficking risk order under Part 2 of the Modern Slavery Act 2015;

(b) a labour market enforcement order under section 18 of the Immigration Act 2016.

A discretionary exclusion ground applies to a supplier if the supplier or a connected person has engaged in conduct outside the United Kingdom that the decision-maker considers could result in any such order being made if the conduct occurred in the United Kingdom.

A discretionary exclusion ground applies to a supplier if the decision-maker considers that there is sufficient evidence that the supplier or a connected person has engaged in conduct (whether in or outside the United Kingdom) constituting (or that would, if it occurred in the United Kingdom, constitute) an offence referred to in—

(a) section 1, 2, 4 or 30 of the Modern Slavery Act 2015.

* 1. **Environmental misconduct**

A discretionary exclusion ground applies to a supplier if—

(a) the supplier or a connected person has been convicted of an offence (whether in or outside the United Kingdom), and

(b) the conduct constituting the offence caused, or had the potential to cause, significant harm to the environment, including the life and health of plants and animals.

* 1. **Insolvency, bankruptcy, etc**

A discretionary exclusion ground applies to a supplier if the supplier or a connected person has—

(a) become bankrupt,

(b) become subject to insolvency or winding-up proceedings,

(c) had its assets subject to administration or receivership, including by a liquidator or court,

(d) entered into an arrangement with its creditors,

(e) become subject to a petition or application for any such procedures or arrangements, or

(f) in any jurisdiction, been subject to a procedure or an application the decision-maker considers to correspond to any procedure or application mentioned in paragraphs (a) to (e).

A discretionary exclusion ground applies to a supplier if the supplier or a connected person has suspended or ceased carrying on all or a substantial part of its business.

* 1. **Potential competition law violations**

(1) A discretionary exclusion ground applies to a supplier if the decision-maker considers that an agreement or concerted practice to which the supplier or a connected person is party has infringed—

(a) the Chapter I prohibition (within the meaning given by section 2 of the Competition Act 1998), or

(b) any substantially similar prohibition applicable in a jurisdiction outside the United Kingdom.

(2) Sub-paragraph (1) does not apply where—

(a) the supplier or connected person is an immunity recipient (within the meaning given by paragraph 14 of Schedule 8A to that Act), or

(b) a regulator or other authority outside the United Kingdom has granted the supplier or connected person immunity from penalties in respect of the infringement.

A discretionary exclusion ground applies to a supplier if the decision-maker considers that the supplier or a connected person has infringed—

(a) the Chapter II prohibition (within the meaning given by section 18 of the Competition Act 1998), or

(b) any substantially similar prohibition applicable in a jurisdiction outside the United Kingdom.

A discretionary exclusion ground applies to a supplier if—

(a) the CMA has made a decision under the Competition Act 1998 that the supplier or a connected person has infringed the Chapter II prohibition, or

(b) a regulator or other authority outside the United Kingdom has made a decision that the supplier or a connected person has infringed any substantially similar prohibition.

(1) A discretionary exclusion ground applies to a supplier if the decision-maker considers that the supplier or a connected person has engaged in conduct constituting—

(a) an offence under section 188 of the Enterprise Act 2002 (cartel offence), or

(b) a substantially similar offence under the law of a country or territory outside the United Kingdom.

(2) Sub-paragraph (1) does not apply if—

(a) the CMA has given written notice to the supplier or connected person under section 190(4) of the Enterprise Act 2002 (immunity from prosecution for cartel offences) in connection with the conduct, or

(b) a regulator or other authority outside the United Kingdom has determined that the supplier or connected person is immune from prosecution in respect of the conduct.

* 1. **Professional misconduct**

A discretionary exclusion ground applies to a supplier if the decision-maker considers that the supplier or a connected person has engaged in professional misconduct which brings into question the supplier’s integrity.

A discretionary exclusion ground applies to a supplier if a court, regulator or other authority has ruled that the supplier or connected person has engaged in such professional misconduct.

“Professional misconduct” includes conduct involving—

(a) dishonesty;

(b) impropriety;

(c) a serious breach of ethical or professional standards applicable to the supplier (whether those standards are mandatory or not).

* 1. **Breach of contract and poor performance**

A discretionary exclusion ground applies to a supplier if—

(a) the supplier has breached a relevant contract, and

(b) the breach was sufficiently serious.

A discretionary exclusion ground applies to a supplier if—

(a) a court has ruled that the supplier breached a relevant contract, and

(b) the breach was sufficiently serious.

A discretionary exclusion ground applies to a supplier if the supplier—

(a) has not performed a relevant contract to the regulated authority’s satisfaction,

(b) was given proper opportunity to improve performance, and

(c) failed to do so.

A discretionary exclusion ground applies to a supplier if a contracting authority has published information under section 71(5) in respect of the supplier (information concerning either breach or poor performance).

* 1. **Acting improperly in procurement**

A discretionary exclusion ground applies to a supplier if a decision-maker considers that—

(a) the supplier has acted improperly in relation to any procurement, and

(b) in so doing, the supplier put itself at an unfair advantage in relation to the award of a public contract.

A supplier might act improperly in relation to a procurement by—

(a) failing to provide information requested by the contracting authority;

(b) providing information that is incomplete, inaccurate or misleading;

(c) accessing confidential information;

(d) unduly influencing the contracting authority’s decision-making.

* 1. **National security**

A discretionary exclusion ground applies to a supplier if a decision-maker determines that the supplier or a connected person poses a threat to the national security of the United Kingdom.

**J.** **Confidential Information Form**

Standard PSQ Template

FOR COMPLETION BY PSQ APPLICANTS

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **Statement(s)** | **Duration of Confidentiality** |
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**Appendix A: Bid Team Template**

1. In accordance with PSQ Question 28, Applicants are required to provide details of their team working on and/or providing input to the PSQ and the Applicant's preparation for this procurement (including employees, contractors, consultants and professional advisers as far as these are known at this PSQ stage) (‘bid team’) including name, position, role within the Applicant’s bid team for this procurement and employer (if not the Applicant) and confirm that no Conflict of Interest exists for each member of the bid team in accordance with paragraph 12 of Part G of the PSQ. Responses are required in the form of the template given in this PSQ Appendix A.
2. The table below must be completed and returned electronically with the PSQ response. Tenderers are referred to the PSQ for details about completion and the response deadline.
3. The Applicant is permitted to add further rows to this template if deemed necessary.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name | Job Title | Role / Outline of Responsibilities | Employer | Has the named bid team member had any prior involvement in the SMR Programme? (Yes/No) | If ‘Yes’ please state the date(s) of involvement  (Start Date / End Date) |
|  |  |  |  | [Yes / No] | [mm/yyyy – mm/yyyy] |
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| Please insert rows for additional Bid Team members if required | | | | | |

**Appendix B: Briefing Document**

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**Appendix C: Early Market Engagement Slides**

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**Appendix D: PSQ Form**

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**Appendix E: Draft Owner's Engineer Contract**

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**Appendix F: Interim Statement of Requirements**



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| --- | --- | --- |
| **Clause ref** | **Proposed change in tracked changes** | **Justification for change and impact on tender** |
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|  |  |  |
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**Appendix G: Material Issues Table**

Please insert rows for additional changes if required