



## **INVITATION TO TENDER**

**PROCUREMENT FOR THE SUPPLY OF INTERNAL AUDIT SERVICES**

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## **CONTENTS**

	<b>Page</b>
PART 1: BACKGROUND AND REQUIREMENTS	1
PART 2: SELECTION QUESTIONNAIRE	
Section A – Background to Selection Questionnaire	8
Section B – Standard Selection Questionnaire	11
Section C – Exclusion Grounds: Public Procurement	24
PART 3: ITT RESPONSE REQUIREMENTS	27
Annex A – Commercial Response Document	31
Annex B – Certificate of Tender	32
Annex C – Proposals	33
PART 4: CONTRACT TERMS AND CONDITIONS	34
PART 5: DEFINITIONS	35
SCHEDULE 1: SERVICES SPECIFICATION	36

## PART 1 - BACKGROUND AND REQUIREMENTS

### 1 INTRODUCTION AND OVERVIEW

- 1.1 The Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund Trust ("**the Trust**") is conducting this Procurement for the supply of internal audit services. Further detail is provided in this ITT and Schedule 1 (Services Specification) of this ITT.
- 1.1 You have been invited by the Trust to participate in this Procurement.
- 1.2 Bidders must complete and submit Part 2, Section B (Standard Selection Questionnaire) and prepare a bid in accordance with the requirements outlined in Part 3 (ITT Response Requirements). Bidders must also submit Annexes A, B and C in Part 3.
- 1.3 This ITT comprises of the following Parts and Sections:
- (a) **Part 1** (Background and Requirements)
  - (b) **Part 2** (Standard Selection Questionnaire)
  - (c) **Part 3** (ITT Response Requirements)
  - (d) **Part 4** (Contract Terms and Conditions)
  - (e) **Part 5** (Definitions); and
  - (f) **Schedule 1** (Services Specification).
- 1.4 This ITT is being made available by the Trust to Bidders on the condition that it is used only in connection with this Procurement and for no other purpose.
- 1.5 The ITT is provided to all Bidders on the same terms and subject to the same conditions.
- 1.6 The purpose of the ITT is to set out the way Bidders must submit their Tender Responses to the Trust.

### 2 OVERVIEW OF REQUIREMENTS

- 1.2 The purpose of this Procurement is to identify a suitably qualified and experienced service provider to provide internal audit services. The definitive statement of the Trust's requirements is set out in the Services Specification in Schedule 1 of the ITT.
- 2.1 The Contract will be for a term of three years initially, beginning with the audit of the 2026/27 financial year.

### 2 INDICATIVE PROCUREMENT TIMETABLE

- 2.1 An indicative timetable for the Procurement is set out below. This is intended as a guide only and the Trust reserves the right to amend it at any time.

Activity	Date
Issue of ITT	14 July 2025
Deadline for submission of clarification questions	15 August 2025
Tender response deadline	29 August 2025

Activity	Date
Notification of contract award	WC 27 October 2025
Contract signature	

### 3 EVALUATION OF TENDER RESPONSES

- 3.1 The Trust is conducting the Procurement for the purpose of awarding the Contract. The Tender Response that receives the highest score against the evaluation criteria contained in Part 3 below will be the Preferred Tenderer.

### 4 TENDER RETURN

- 4.1 Bidders agree to be bound by the conditions and limitations contained in this ITT and no purported rejection, variation, or addition by Bidders to these conditions will have any effect.
- 2.2 Tender Responses must be received in full by the Tender Response Deadline to [liz.rankin@covenantfund.org.uk](mailto:liz.rankin@covenantfund.org.uk). It is the responsibility of Bidders to ensure that their Tender Responses are received by the Trust by the Tender Response Deadline.

### 5 GENERAL INSTRUCTIONS

#### Tender Compliance

- 5.1 Bidders should note that failure, in the Trust's opinion, to comply with any instructions in this ITT (including for the avoidance of doubt any instructions contained in other documents and referred to in this ITT) will render the Bidder's Tender Response non-compliant and result in disqualification from the Procurement. Bidders are therefore advised to ensure that all members of the Bidder's team are made fully aware of these instructions. Bidders should also note that Tender Responses will be rejected if all of the required information called for in this ITT is not received by the Trust by the Tender Response Deadline.
- 5.2 In the event of a discrepancy in or between any elements of the documentation issued in connection with the ITT, the Bidder shall immediately notify the Trust in writing at the email address set out below in paragraph 2.3.

#### Communications with the Trust

- 2.3 All notifications, requests for clarification or further information in connection with the ITT or the Procurement generally must be submitted to [liz.rankin@covenantfund.org.uk](mailto:liz.rankin@covenantfund.org.uk)
- 5.3 No approach of any kind in connection with the ITT or the Procurement is to be made to any other person within or associated with the Trust, or any other party. Failure to comply with this requirement will result in disqualification from the Procurement.
- 5.4 All communications in respect of the ITT or the Procurement generally shall be in the English language.

#### Clarification Questions

- 5.5 Any request for clarification of this ITT must be submitted as set out in paragraph 2.3 no later than the time and date specified in paragraph 2.1 above. The Trust will endeavour to provide written responses to the clarification requests received prior to the clarification deadline within a reasonable period to allow Bidders to take the responses into account when completing their Tender Responses.

- 5.6 The Trust will conduct the clarification process (as it will for the Procurement generally) in such a way as to ensure that Bidders are afforded non-discriminatory and equitable treatment.
- 5.7 If the Trust considers any questions or request for clarification to be substantive, except where such an enquiry is of a confidential or commercially sensitive nature, both the question and the response will be communicated where possible in an anonymous or redacted form to all Bidders. Responses to questions for clarification will be published periodically on the Trust's website, along with the Tender documents, while the Tender is open.
- 5.8 If a Bidder considers that the content of any of its questions or requests for clarification are, or would reveal, information of a confidential or commercially sensitive nature relating to its business it should state this clearly and provide reasons. If the Trust agrees with those reasons, it may either:
- (a) ask the Bidder to withdraw and resubmit the question so that it does not contain, or the response to the question would not reveal, confidential or commercially sensitive information; or
  - (b) publish the question and response to other Bidders in a redacted form; or
  - (c) respond to the question and not publish the question or response.
- 5.9 If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a Bidder but the Trust does not agree, it will offer the Bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all Bidders.
- 5.10 The Trust reserves the right to reject clarification questions containing multiple questions, and repeat questions where responses have already been published.
- 5.11 Any clarification question that the Trust receives and subsequently issues to other Bidders will not identify the originator of the clarification question. It is the responsibility of each Bidder to ensure that the way the clarification question is phrased does not inadvertently identify the Bidder.

### **Commitment**

- 5.12 The issue of the ITT is not to be construed as a commitment by the Trust to award or enter into a contract and the Trust is not bound to accept any offer resulting from it. Any costs, expenditure, work or effort undertaken, whether or not the Bidder is successful or whether the process is varied in any way, is accordingly a matter solely for the commercial judgement of the Bidder and shall be its sole responsibility.
- 5.13 The Trust reserves the right to vary, cancel or withdraw from the Procurement at any time or to re-invite proposals on the same or any alternative basis.

### **Disclaimer**

- 5.14 The ITT, and any other documents or information to which it refers, has been prepared by the Trust in good faith. However, it does not purport to be comprehensive or to include all of the information Bidders may require or to have been independently verified. The Trust shall not be liable for any loss or damage arising as a result of any inaccuracy or incompleteness in any information contained in the ITT or any other document or information to which it refers.
- 5.15 Subject always to the requirements of paragraph 5.22 (Confidentiality) below, Bidders are responsible for obtaining the information which they consider necessary in connection with the Procurement and must form their own judgement on its validity and suitability. This ITT should not be considered as an investment recommendation made by the Trust

to any Bidder. Each Bidder must make its own independent assessment after making such investigations and taking such professional advice as it deems necessary. Subject always to the requirements of paragraph 5.22 (Confidentiality) below, Bidders considering entering into a contractual relationship with the Trust should make their own investigations and enquiries as to the Trust's requirements beforehand. The subject matter of this ITT shall only have a contractual effect when it is incorporated into the express terms of an executed contract.

- 5.16 None of the Trust, their respective servants, agents or advisers make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Bidder on the Information or any part of it). For the avoidance of doubt where Information is of a historical nature, such Information:
- (a) may be subject to errors and omissions arising in the ordinary course of operations from time to time; and
  - (b) cannot be relied upon as evidence of future performance.
- 5.17 To the extent that this ITT or any Information contains matters of opinion, such opinions may have been correct at the time of which they were held and may no longer be correct or relevant.
- 5.18 Whilst the Trust has sought to produce an accurate description of its requirements as they are envisaged at this time, the Trust cannot accept responsibility for the Bidders' interpretation of its requirements. Bidders must form their own conclusions about the methods and resources needed to meet the Trust's requirements.
- 5.19 The Bidder is responsible for verifying the completeness and correctness of this ITT and highlighting to the Trust any deficiencies, conflicts and ambiguities that prevent the Bidder from submitting a Tender Response or responding to any section in an accurate manner.
- 5.20 Under no circumstances will the Trust, their respective servants, agents or advisers be liable for any costs or expenses incurred by Bidders and/or their members in this Procurement.

#### **Data Return**

- 5.21 Any unsuccessful Bidder must return or destroy (in which case supplying a relevant certificate of destruction) all documents and data provided to it and retained during the course of the Procurement by such date as the Trust may specify.

#### **Confidentiality**

- 5.22 Subject to the exceptions referred to in paragraph 5.22(d) below, the Information contained in the ITT is made available to Bidders on condition that:
- (a) Bidders shall not disclose, copy, reproduce, distribute or pass the Information (or any part of it), to any other person;
  - (b) Bidders shall not use the Information (or any part of it) for any purpose other than for the purposes of development of their Tender Responses;
  - (c) Bidders shall comply with the provisions of paragraph 5.35 (Publicity); and
  - (d) Bidders may disclose, distribute or pass the Information (or any part of it) to another person if either:
    - (i) this is done for the sole purpose of preparing that Bidder's Tender Response and the person receiving the Information undertakes in writing

to keep the Information on the same terms as set out in this paragraph 5.22; or

- (ii) the Bidder obtains the prior written consent of the Trust in relation to such disclosure, copying, reproduction, distribution or passing of Information.

5.23 Any Bidder who does not comply with the requirements set out in paragraph 5.22 above will be disqualified from further participation in the Procurement (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by a Bidder may attract).

#### **Non-Collusion**

5.24 Any Bidder who, in connection with this Procurement and without obtaining the prior written consent of the Trust:

- (a) fixes or adjusts the pricing of its Tender Response by or in accordance with any agreement or arrangement with any other; or
- (b) enters into any agreement or arrangement with any other Bidder, or causes or induces any other person to enter such agreement or arrangement, that it shall refrain from participating in this restricted process; or
- (c) causes or induces any person to enter into such agreement as mentioned in (a) and (b) above or to inform any Bidder of the whole or any part of any other Bidder's Tender Response; or
- (d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Bidder's Tender Response; or
- (e) communicates to any person other than the Trust any element of its Tender Response;

will be disqualified from further participation in this Procurement (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability that such conduct by a Bidder may attract).

#### **Canvassing**

5.25 Any Bidder who, in connection with this Procurement:

- (a) offers any inducement, fee or reward to any servant or agent of the Trust or any person acting as an adviser to the Trust in connection with this Procurement or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916 or the Bribery Act 2010; or
- (b) contacts any servant or agent of the Trust or any person acting as an adviser to the Trust prior to the commencement of the Contract being entered into about any aspect of this Procurement process in a manner not permitted by the ITT,

will be disqualified from further participation in the Procurement at the Trust's absolute discretion (in either case without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by Bidder may attract).

#### **Conflict of Interest**

5.26 Bidders are responsible for ensuring that there are no conflicts of interest either between their own advisers, or between themselves/their own advisers and the Trust and its

advisers. A Bidder must notify the Trust of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.

### **Participation in Tenders**

- 5.27 Bidders may only submit a single tender unless this ITT expressly states otherwise. If a Bidder submits more than one tender before the deadline for Tender Responses, the Trust reserves the right to evaluate the last submitted Tender Response and disregard any previous Tender Responses. However, the Trust will clarify with a Bidder which Tender Response is to be evaluated.

### **Participation of Key Sub-Contractors**

- 5.28 Bidders are permitted to submit one response to this ITT only.
- 5.29 If the Bidder's response to this ITT proposes that it will engage a Key Sub-Contractor, the provisions of this ITT shall, to the extent that they apply to the Bidder, apply equally to a Key Sub-Contractor.
- 5.30 Any person that is a proposed Key Sub-Contractor for a Bidder may be a Key Sub-Contractor for one Bidder only.
- 5.31 If the Bidder intends to appoint a Key Sub-Contractor, it must ensure that the Key Sub-Contractor is not proposed as a Key Sub-Contractor in any other Bidder's response to this ITT.
- 5.32 Any Bidder or Key Sub-Contractor (as the context requires) that, in connection with this Procurement and without obtaining the prior written consent of the Trust:
- (a) agrees to act as Key Sub-Contractor to more than one Bidder;
  - (b) agrees to appoint a Key Sub-Contractor that is named as the proposed Key Sub-Contractor in relation to another Bidder;
  - (c) causes or induces any person to disclose information relating to the whole or part of another Bidder's response to this ITT;
  - (d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to another Bidder's response to this ITT;
  - (e) communicates to any person other than the Trust any element of its response to this ITT (except where such disclosures are made in confidence for the purposes of engaging a sub-contractor),

will be disqualified from further participation in this Procurement, without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability that such conduct by a Bidder or proposed Key Sub-Contractor may attract).

- 5.33 Where this ITT requires information to be provided by a Key Sub-Contractor, that information must be submitted by the relevant Bidder with that Bidder's information as a single response to this ITT. The Bidder will be responsible for the accuracy and completeness of all information that it submits, including that information relating to a Key Sub-Contractor.

### **The Trust's Right to Reject Bidders**

- 5.34 Without prejudice to any of the above paragraphs in this section, the Trust will disqualify any Bidder that does not in the Trust's opinion comply with the requirements of the ITT (including but not limited to the prohibitions set out in paragraphs 5.24 to 5.25 inclusive)



or any other requirement of the Trust in connection with this Procurement that may from time to time be notified to Bidders.

### **Publicity**

- 5.35 Bidders shall not undertake, or permit to be undertaken at any time, any publicity or activity with any section of the media (including but not limited to making any announcements) in relation to this Procurement other than with the prior written consent of the Trust. In this paragraph the word "media" includes, but is not limited to, radio, television, newspapers, trade and specialist press, the internet (including social media sites such as X/Twitter and Facebook, blogs, and web forums) and email accessible by the public at large, and the representatives of all such media.

### **Copyright**

- 5.36 The copyright in the ITT (and in the Information generally) is vested in the Trust and may not be reproduced, copied, or stored in any medium without the prior written consent of the Trust. The ITT and any supplementary documentation issued are and shall remain the property of the Trust, must be returned on demand, and may not be reproduced, copied, or stored in any medium without the prior consent of the Trust.

### **Bidder Presentations**

- 5.37 Following evaluation of Tender Responses but prior to the notification of contract award, the Trust reserves the right to invite Bidders to present their Tender Responses to the Trust. If the Trust wishes to hold Bidder Presentations, it shall invite the highest scoring Bidder or the top two or three highest scoring Bidders (depending on the closeness of the scores), when the scores for the Technical Criteria and Commercial Criteria are combined.
- 5.38 The presentations will not be separately evaluated. The purpose of the presentation is solely for verification of Tender Responses. In the event that a presentation, in the opinion of the evaluators, clarifies any aspect of a Bidder's Tender Response, such that the evaluators would have awarded a different score (whether higher or lower) had any such area been clear within the Bidder's Tender Response, then the evaluators may adjust any scores as they deem appropriate. For the avoidance of doubt, evaluators will not be under any obligation to adjust scores awarded to a Tender Response as a result of a presentation, and any such adjustment will be at the sole discretion of the evaluators. Bidders will not be entitled to amend any part of their Tender Response as part of their presentation, and the Trust reserves the right to disqualify any Bidder who seeks to gain an unfair advantage through amending its Tender Response in any presentation.
- 5.39 If you are invited to a Bidder Presentation, further details as to the form, content, venue and time of the presentations will be provided in due course.

## PART 2 – SELECTION QUESTIONNAIRE

### **Section A - Background to Selection Questionnaire**

- 2.1 The Trust will evaluate the responses to this SQ on a Pass/Fail basis. If a bidder is awarded a Fail for any question in the SQ, the bid will be excluded from the Procurement.

#### **2.2 RESPONDING TO THE SQ**

- 2.1 Bidders must provide a completed response to this SQ by the date and time specified in the indicative procurement timetable at paragraph 2.1 above.
- 2.2 Bidders must demonstrate that the specific exclusion grounds do not apply and that they have the necessary economic and financial standing and technical and professional ability to meet the requirements of the contract.
- 2.3 Bidders must not submit any document or information other than as expressly required by this SQ.
- 2.4 Bidders must answer every question in a clear and comprehensive manner and in accordance with the instructions in this SQ. Failure to do so may result in the Bidder's SQ response being non-compliant, such that the Bidder is disqualified from the Procurement.
- 2.5 If a question cannot be answered fully by the Bidder, the Bidder must provide a relevant explanation with reasons. If a question does not apply to the Bidder, it must be marked "Not Applicable".
- 2.6 Where a Bidder has submitted supporting information in response to a question in this SQ, the relevant response must refer to the supporting information. Similarly, any supporting information required for the SQ response must indicate the question number of the SQ to which it relates.
- 2.7 Bidders must not include sales materials, brochures or any other supplementary information.
- 2.8 All responses must be in English.
- 2.9 All financial information must be clearly denominated in pounds sterling.
- 2.10 If specific project financial information cannot be provided for reasons of confidentiality, Bidders must state this.
- 2.11 If the Bidder proposes to deliver the Services together with a Key Sub-Contractor, the Bidder must, in addition to providing information in respect of the Bidder's own organisation, comply with the following in relation to any Key Sub-Contractor:
- a) note the requirements of paragraph **Error! Reference source not found.** to **Error! Reference source not found.** (*Participation of Key Sub-Contractors*) of PART 1 - BACKGROUND AND REQUIREMENTS;
  - b) submit a completed Section B (SQ), Part 1, Section 1 (*Potential supplier information*) in respect of the Key Sub-Contractor;
  - c) submit a completed Section B (SQ), Part 2, Section 2 (*Exclusion Grounds*) in respect of the Key Sub-Contractor;
  - d) state clearly when the experience of the Key Sub-Contractor is relied upon for a case study in Section B (SQ), Part 3, Section 6.

### **3 SINGLE PROCUREMENT DOCUMENT**

- 3.1 If a Bidder wishes to respond in the form of a Single Procurement Document as described in regulation 59 of the Regulations, the Bidder must contact the Trust to discuss how the requirements of the SQ can be met. Bidders who choose to submit a Single Procurement Document will need to supplement the information provided to meet the SQ requirements.

### **4 SQ EVALUATION PROCESS**

#### **Question 1: Potential Supplier Information and Bidding Model**

- 4.1 Bidders must complete this section. Information will be reviewed but will not be evaluated other than for completeness.

#### **Question 2 – Section 2: Grounds for Mandatory Exclusion**

- 4.2 This section is scored on a "Pass/Fail" basis. If a Bidder has provided an unequivocal "No" to all of the Yes/No questions contained in Question 2 of this SQ, the Bidder will "Pass".
- 4.3 If a Bidder has failed to provide an unequivocal "No" to any of the questions contained in Question 2, subject to paragraph 0 below, the Bidder will "Fail" and will be disqualified from the Procurement.
- 4.4 The Trust reserves the right not to disqualify the Bidder if it is satisfied that Regulation 57(6) and Regulation 57(7) of the Regulations are met.
- 4.5 If a Bidder has failed to provide an unequivocal "No" to any of the questions in Part 2, Question 2.1(a) it should provide as much detail as possible in response to questions 2.1(b) and 2.1(c) to enable the Trust to decide whether or not the conditions in Regulation 57(6) and Regulation 57(7) of the Regulations are met.

#### **Question 3: Mandatory and Discretionary Exclusion**

- 4.6 This section is scored on a "Pass/Fail" basis. If a Bidder has provided an unequivocal "No" to all of the Yes/No questions contained in Question 3 of this SQ, the Bidder will "Pass".
- 4.7 If a Bidder has failed to provide an unequivocal "No" to any of the questions contained in Question 3.1(a), it should provide as much detail as possible in response to question 3.1(b) of the SQ to enable the Trust to decide whether or not to exclude the Bidder from the Procurement.
- 4.8 The Bidder will be evaluated as a "Pass" if the Bidder has provided supporting information that demonstrates to the satisfaction of the Trust that the Bidder has taken appropriate remedial action and "self-cleans" or that there are mitigating factors which would mean that any such issues are unlikely to have a material effect on the Bidder's ability and/or suitability to undertake the Contract.

#### **Question 4: Discretionary Exclusion**

- 4.9 Question 4 is designed to evaluate whether a Bidder has sufficient credibility and trustworthiness to deliver the contract. A response will "Pass" providing that the Bidder answers "no" in response to the questions in 4.1.

#### **Question 5: Economic and Financial Standing**

- 4.10 Question 5 is designed to evaluate whether a Bidder has sufficient economic and financial standing to deliver the contract. A response will "Pass" providing that the Bidder provides all of the information requested, or a satisfactory reason why it is not available; and answers "yes" in question 5.4.

- 4.11 If any Bidder (including any joint venture partner or consortium member) fails to provide confirmation that it will, if requested, enter into a parent company guarantee, the Trust reserves the right to reject that Bidder.

#### **Question 6: Technical and Professional Ability**

- 4.12 Question 6 is designed to evaluate the Bidder's technical and professional ability to deliver the contract.
- 4.13 Question 6.1 is marked on a "Pass/Fail" basis as follows:

<b>Pass:</b>	<b>In the opinion of the evaluators, the response provided demonstrates that the Bidder has the relevant experience for this Contract and does not give any significant concerns for the evaluators.</b>
<b>Fail:</b>	In the opinion of the evaluators, the response does not demonstrate that the Bidder has the relevant experience to deliver the Services and/or gives rise to significant concerns for the evaluators.

- 4.14 The Trust reserves the right to contact a customer organisation in relation to whom a case study has been given to ask them to complete a reference to verify that the information provided by the Bidder in relation to the case study. Bidders may be required to assist the Trust in taking up a reference and for making sure that the appropriate contact is available and willing to provide a reference.
- 4.15 Question 6.3 will be marked on a "Pass/Fail" basis. A "Pass" will be awarded where either no sub-contracting is intended or, where sub-contracting is intended, the Bidder's response provides evidence that the Bidder has previously maintained healthy supply chains or otherwise gives the evaluator confidence that sub-contracting will not give rise to significant concerns in terms of either:
- a) maintaining the requisite technical and professional ability to deliver the Services; or
  - b) otherwise affecting the Bidder's ability to deliver the Services to the requisite standards.

#### **Question 7: Insurance and Data Protection**

- 4.16 A Bidder will be marked as a "Pass" if the Bidder answers "yes" to all the questions in 7.1. and "yes" to 7.2(a). Question 7.2(b) will be marked on a "Pass/Fail" basis - the Bidder will be evaluated as a "Pass" if the Bidder has provided supporting information that demonstrates to the satisfaction of the Trust that the Bidder has addressed all the areas in the question.

## Section B - Standard Selection Questionnaire

### **Part 1: Your information**

You must answer all questions in Part 1, 2 and 3

*Bidders must ensure that every organisation on which they will rely to meet the selection criteria completes and submits their own answers and declaration for Part 1 and 2*

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status:  a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify)	
1.1(d)	Date of registration (if applicable) or date of formation	
1.1(e)	Registration number (company, partnership, charity, etc if applicable)	
1.1(f)	Registered VAT number	
1.1(g) - (i)	Are you registered with the appropriate professional or trade register(s) specified for this procurement in the country where your organisation is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(g) - (ii)	If you responded yes to 1.1(g) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide - the website address, - issuing body - reference number	
1.1(h) - (i)	Is it a legal requirement in the state where	Yes <input type="checkbox"/>

	you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	No <input type="checkbox"/>
1.1(h) - (ii)	If you responded yes to 1.1(h) - (i), please provide additional details of what is required and confirmation that you have complied with this	
1.1(i)	Relevant classifications (state whether you fall within one of these, and if so which one)  a) Voluntary Community Social Enterprise (VCSE)  b) Sheltered Workshop  c) Public service mutual	
1.1(j)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1 (k)	Details of Persons with Significant Control (PSC) <sup>2</sup> , where appropriate <sup>3</sup> :  - Name - Date of birth - Nationality - Country, state or part of the UK where the PSC usually lives - Service address - The date he or she became a PSC in relation to the company; - Which conditions for being a PSC are met: - Over 25% up to (and including) 50% - More than 50% and less than 75% - 75% or more  (Please enter N/A if not applicable)	
1.1(l)	Details of your immediate parent company:  - Full name of immediate parent company - Registered or head office address - Registration number (if applicable) - VAT number (if applicable)  Please enter N/A if not applicable)	

<sup>1</sup> See definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>2</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See [PSC guidance](#). Overseas bidders are required to provide equivalent information.

<sup>3</sup> Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

1.1(m)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of ultimate parent company</li> <li>- Registered or head office address</li> <li>- Registration number (if applicable)</li> <li>- VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above).		

Please provide the following information about your approach to this procurement:		
Section 1 (cont.)	Bidding model	
Question number	Question	Response
1.2	<p>Please indicate if you are bidding as a single supplier or as part of a group or consortium?</p> <p><i>If you are bidding as a single supplier, please go to Q 1.3.</i></p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:</p> <p>a) The name of the group/consortium.</p> <p>b) The proposed structure of the group/consortium, including the legal structure where applicable.</p> <p>c) The name of the lead member in the group/consortium.</p> <p>d) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).</p> <p>e) If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for</p>	
1.3	If you are proposing to use subcontractors/a supply chain, please provide the details for each one <sup>4</sup> .	

<sup>4</sup> This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies

	<ul style="list-style-type: none"> <li>- Name</li> <li>- Registration number</li> <li>- Registered or head office address,</li> <li>- Trading status <ul style="list-style-type: none"> <li>a. Public limited company</li> <li>b. Private limited company</li> <li>c. Limited liability partnership</li> <li>d. Other partnership</li> <li>e. Sole trader</li> <li>f. Third sector</li> <li>g. Other (please specify your trading status)</li> </ul> </li> <li>- Registered VAT number</li> <li>- SME (Yes/No)</li> <li>- The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known</li> <li>- The approximate % of contractual obligations assigned to each subcontractor, if known</li> <li>- Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for?</li> </ul> <p>(Please enter N/A if not applicable)</p>	
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## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to Part 1 and the declarations in Part 2.

The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out in Section C - Exclusion Grounds: Public Procurement and should be referred to before completing these questions.

Section 2		
Grounds for mandatory exclusion		
Question number	Question	Declaration
2.1 (a)	<p>Within the past five years, anywhere in the world, have you or any person who:</p> <ul style="list-style-type: none"> <li>• is a member of the supplier's administrative, management or</li> </ul>	

identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.



	supervisory body or <ul style="list-style-type: none"> <li>has powers of representation, decision or control in the supplier<sup>5</sup>,</li> </ul> been convicted of any of the offences listed below:	
	Participation in a criminal organisation	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Corruption	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction <u>outside</u> England, Wales or Northern Ireland.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.1(b)	<p><b>If you have answered yes to any part of question 2.1(a), please provide further details</b>, including:</p> <ul style="list-style-type: none"> <li>date of conviction and the jurisdiction,</li> <li>which of the grounds listed the conviction was for,</li> <li>the reasons for conviction,</li> <li>the identity of who has been convicted.</li> </ul> <p>If the relevant documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>the web address,</li> <li>issuing authority,</li> <li>precise reference of the documents</li> </ul>	
2.1(c)	If you have answered yes to any part of the question above, please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self-cleaning).	

<sup>5</sup> see Notes for Completion

<b>Section 3</b>	<b>Mandatory and discretionary grounds relating to the payment of taxes and social security contributions</b>	
The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out in Section C - Exclusion Grounds: Public Procurement and should be referred to before completing these questions.		
<b>Question number</b>	<b>Question</b>	<b>Declaration</b>
3.1(a)	<p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.</p> <p>If documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>• the web address,</li> <li>• issuing authority,</li> <li>• precise reference of the documents</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(b)	<p>If you have answered no to 3.1(a) please provide further details including the following:</p> <ul style="list-style-type: none"> <li>• Country concerned,</li> <li>• what is the amount concerned</li> <li>• how the breach was established, i.e. through a judicial or administrative decision or by other means.</li> <li>• if the breach has been established through a judicial or administrative decision please provide the date of the decision,</li> <li>• if the breach has been established by other means please specify the means.</li> </ul>	
3.2	<p>Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions		

Section 4		Grounds for Discretionary Exclusion	
The detailed grounds for discretionary exclusion of an organisation are set out in Section C - Exclusion Grounds: Public Procurement and should be referred to before completing these questions.			
Question number	Question	Declaration	
4.1	Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full in Annex D applied to you?		
4.1(a)	Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations. See Annex D.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(b)	Breach of social law obligations?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(c)	Breach of labour law obligations?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(d)	Bankruptcy or subject of insolvency?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(e)	Guilty of grave professional misconduct?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(f)	Distortion of competition?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(g)	Conflict of interest?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(h)	Been involved in the preparation of the procurement procedure?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(i)	Prior performance issues?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(j)	Do any of the following statements apply to you?		
4.1(j) - (i)	You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(j) - (ii)	You have withheld such information.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
4.1(j) - (iii)	You are not able, without delay, to submit documents if/when required under Regulation 59.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>

4.1(j)-(iv)	<p>You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
4.2	<p>You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation please -</p> <ul style="list-style-type: none"> <li>• confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</li> <li>• confirm that the statement complies with the requirements of Section 54.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input type="checkbox"/></p>
4.3	<p>If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self-cleaning)</p>	

Part 3: Selection Questions		
Section 5	Economic and Financial Standing	
Question number	Question	Response
5.1	<p>If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:</p> <ul style="list-style-type: none"> <li>• the web address</li> <li>• issuing authority</li> <li>• precise reference of the documents</li> </ul>	
5.2	<p>If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law).</p> <p>Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).</p>	
5.3	<p>If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.</p>	
5.3(a)	<p>A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p>	
5.3(b)	<p>Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	
5.4	<p>Where we have specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
5.5	<p>Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to</p>	

	<p>meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required</p> <p>(Please enter N/A if not applicable)</p>	
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Section 6	Technical and Professional Ability
Question number	Question
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/particular member/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.</p> <p><b>For each contract please provide the following information</b></p> <p>If you cannot provide examples see question 6.2</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract			
Name of supplier who signed the			

contract			
Point of contact in the customer's organisation.			
Position in the customer's organisation			
E-mail address			
Description of contract.			
Contract Start date.			
Contract completion date.			
Estimated contract value			

6.2	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this below and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
6.3	<p>Where you intend to subcontract a proportion of the contract, please demonstrate below how you have previously maintained healthy supply chains with your subcontractor(s).</p> <p>The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).</p> <p>(Please enter N/A if not applicable)</p>

<b>Section 7</b>	<b>Insurance and Data Protection</b>	
<b>Question number</b>	<b>Question</b>	<b>Response</b>
7.1	<p><b>Insurance</b> Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000</p> <p>Public Liability Insurance = £1,000,000</p> <p>Professional Indemnity Insurance = £1,000,000</p> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:  <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
7.2	<b>Data protection</b>	
7.2(a)	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
7.2(b)	<p>Please provide details below of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>• to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>• to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>• to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>• to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>• to maintain records of personal data processing activities; and</li> <li>• to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	



**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the Trust via a national database free of charge or the contracting authority already possesses the documentation.

I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

I understand that the Trust may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Signature (electronic is acceptable)

Date

**Contact details of those making the declaration**

	Response
Contact name	
Name of organisation	
Role in organisation	
Phone number	
Email address	
Postal address	

## Section C - Exclusion Grounds: Public Procurement

### **Mandatory Exclusion Grounds**

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

#### **Participation in a criminal organisation**

- Participation offence as defined by section 45 of the Serious Crime Act 2015
- Conspiracy within the meaning of:
  - section 1 or 1A of the Criminal Law Act 1977; or
  - article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983,

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime.

#### **Corruption**

- Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- The common law offence of bribery;
- Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983.

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

- Any offence:
  - listed in section 41 of the Counter Terrorism Act 2008;
  - listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
  - under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points.

#### **Money laundering or terrorist financing**

- Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002
- An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996.

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

- An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
- An offence under section 59A of the Sexual Offences Act 2003
- An offence under section 71 of the Coroners and Justice Act 2009;
- An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994
- An offence under section 1, 2 or section 4 of the Modern Slavery Act 2015.

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

- Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.
- Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:
  - HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
  - a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
  - a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established.

### **Other offences**

- Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland.
- Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland.

### **Discretionary Exclusions Grounds**

Listed in Public Contract Regulations 2015 (as amended) R57(8) and the Public Contract Directives 2014/24/EU Article 57(4).

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

- Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including, but not limited to, the following:
  - In the last 3 years, where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body).
  - In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
  - In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation.
  - In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
  - Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
  - Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
  - Where the organisation has been in breach of the National Minimum Wage Act 1998.

### **Bankruptcy, insolvency**

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

### **Grave professional misconduct**

- Guilty of grave professional misconduct

### **Distortion of competition**

- Entered into agreements with other economic operators aimed at distorting competition.

### **Conflict of interest**

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

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

- Advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure.

### **Prior performance issues**

- Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

### **Misrepresentation and undue influence**

- The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement

procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award, or withheld such information or is not able to submit supporting documents required under regulation 59.

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

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

#### **Additional grounds**

Extract from Public Procurement Directive 2014/24/EU:

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

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

#### **Consequences of misrepresentation**

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

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

### **PART 3 – ITT RESPONSE REQUIREMENTS**

#### **1 THE EVALUATION PROCESS**

- 1.1 This Part 3 sets out the Trust's approach to evaluation of Bidders' Tender Responses. The Trust reserves the right to amend and update the approach to assessment and/or evaluation that is set out in this ITT.
- 1.2 It is anticipated that the Trust will carry out an initial assessment of each Bidder's Tender Response to ensure that:

- (a) the Tender Response has been submitted on time and meets the Trust's submission requirements/instructions which have been notified to the Bidders
  - (b) the Bidder has satisfactorily completed and submitted the Selection Questionnaire
  - (c) the Tender Response is sufficiently complete to enable the response to be evaluated in accordance with the evaluation methodology; and
  - (d) the Bidder has not contravened any of the terms and conditions of the ITT.
- 1.3 Responses that do not meet the requirements set out in paragraph 1.2 may be treated as non-compliant. Non-compliant bids will be rejected at this point.
- 1.4 Following the initial assessment, the Trust will evaluate the Tender Responses against the evaluation criteria set out below.

## 2 EVALUATION CRITERIA

- 2.1 Bidders must provide responses for:
- (a) provide responses to the **Technical Criteria** – each of the questions set out in paragraph 3;
  - (b) provide response to the **Commercial Criteria** by completing the Commercial Response Document in Annex A below; and
  - (c) complete the **Certificate of Tender** in the form set out at Annex B below. This requires Bidders to unconditionally accept the Terms of the Contract. A Tender Response shall “Fail” and be excluded from the Procurement if the Bidder does not confirm it unconditionally accepts the terms of the Contract. If the successful Bidder attempts to make amendments before entering into the Contract, the Trust reserves the right to exclude the Bidder and award the Contract to the second ranked bidder in the Procurement.

## 3 TECHNICAL CRITERIA

- 3.1 The Trust has allocated 75% of the overall available marks to the Technical evaluation.
- 3.2 Bidders are required to provide a response to each of the areas set out in the table below.

Number	Area	Weighting
1	Proven track record as internal auditors in the charity sector, and understanding of the business and its environment	15%
2	Experience of internal audit of public sector bodies	15%
3	Experience of working with a client operating in a fully remote environment.	10%
4	Ability to demonstrate responsiveness to risk appetite of client	5%
5	Evidence of ability to apply and transfer knowledge and best practice from other relevant organisations to Trust staff	10%

6	Quality and continuity of staff allocated to the audit each year	10%
7	Ability to demonstrate that the audit approach is in accordance with published auditing standards, and evidence of quality assurance	10%

3.3 The Trust will score the response to the Technical questions by reference to Table 1 below.

**Table 1 – Evaluation of Technical Requirements**

Score	Definition	Benchmark
		In the opinion of the evaluators, the Bidder's response provides information which:
4	<b>Excellent</b>	<ul style="list-style-type: none"> <li>Addresses all aspects of the Requirement and addresses all elements referred to in the Question; and</li> <li>Provides a complete and clear methodology and relevant supporting information each of which do not contain any substantive weaknesses; and</li> <li>Provides complete confidence in the Bidder's proposed delivery of the Requirement.</li> </ul>
3	<b>Good</b>	<ul style="list-style-type: none"> <li>Addresses all aspects of the Requirement and addresses all elements referred to in the Question; and</li> <li>Provides a clear methodology and relevant supporting information, but contains minor weaknesses; and</li> <li>Provides confidence in the Bidder's proposed delivery of the Requirement, with no more than minor reservations.</li> </ul>
2	<b>Moderate</b>	<ul style="list-style-type: none"> <li>Addresses almost all aspects of the Requirement and almost all elements referred to in the Question; and</li> <li>Provides a methodology and supporting information that contains no more than moderate weaknesses; and</li> <li>Provides a moderate level of confidence in the Bidder's proposed delivery of the Requirement, with no more than moderate reservations.</li> </ul>
1	<b>Weak</b>	<ul style="list-style-type: none"> <li>Partially addresses the Requirement and partially addresses the elements referred to in the Question; and/or</li> <li>Provides a methodology and supporting information that are of limited or no relevance, or contain significant weaknesses; and/or</li> <li>The evaluators have significant reservations regarding the Bidder's proposed delivery of the Requirement.</li> </ul>
0	<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>No response or the response does not give the evaluators any confidence in the Bidder's proposed delivery of the Requirement.</li> </ul>

**Guidance for Bidders:**

- 3.4 Bidders should note that there is a definition of Requirement stated in Part 5 of this ITT.
- 3.5 To "address" an aspect of a Requirement, a Bidder must refer to its method of service provision in its response to the relevant Question.
- 3.6 Evaluators shall award marks based on the response provided by a Bidder to the Question. When evaluating the response to a Question, evaluators will not make inferences from information contained in the Bidder's response to another Question or other information otherwise known to the evaluators.

#### **Calculating Scored Requirements**

- 3.7 Each sub-criterion will be evaluated separately. For each question, the Bidder shall be awarded a score out of 0-4. The evaluators reserve the right to award scores between whole numbers (e.g., 2.5 or 3.8). The weighted score for each sub-criterion shall be calculated so that:
- For a score of 0 – the question weighting is multiplied by 0%
  - For a score of 1 – the question weighting is multiplied by 25%
  - For a score of 2 – the question weighting is multiplied by 50%
  - For a score of 3 – the question weighting is multiplied by 75%
  - For a score of 4 – the question weighting is multiplied by 100%

For example, if a Bidder receives a score of 3 for each of the Quality questions, its total score for Technical will be 67.5%. This is calculated as follows:

Q1 – 40 x 75% = 30%

Q2 – 45 x 75% = 33.75%

Q3 – 5 x 75% = 3.75%

Total = 67.5%

#### **4 COMMERCIAL CRITERIA**

- 4.1 The Trust has allocated the remaining 25% of the overall available marks for the Commercial Criteria.

##### **Commercial Principles**

- 4.2 The Trust's budget for this Contract is a maximum of £90,000. Tender Responses that exceed the budget will be rejected and excluded from the Procurement.
- 4.3 Bidders' responses should be clear and concise. Bidders are not permitted to submit prices that are qualified or caveated in any way. Tender Responses that contain any qualifications or caveats will be rejected, if the Bidder does not withdraw any such qualifications or caveats.
- 4.4 All prices must be submitted in GBP, excluding VAT (if any).
- 4.5 The Trust's only liability to pay the Contractor in respect of the Services shall be payment of the fees specified in Annex A of this Part 2 (Commercial Response Document), and reflected in the Contract. The Commercial Response Document must include every cost and expense of the Contractor in connection with the performance of the Services.

- 4.6 Bidders are required to detail the number of days for each element of the Services and day rates in the Commercial Response Document to give the Trust an understanding of how Bidders' costs are calculated. The Contractor shall be liable for cost overruns (e.g. where elements of the Services take the Contractor longer than original anticipated to complete).
- 4.7 The Contractor shall not be entitled to any fees in respect of the Services except those stated at paragraph 4.5 above.
- 4.8 Bidders should have regard to Clause 5 of the draft Contract which details the payment mechanism which would be used to pay the Contractor. Exact timing of invoicing is to be agreed with the winning Contractor.

#### **Commercial Evaluation**

- 4.9 Tender Responses that exceed the budget will be rejected and excluded from the Procurement.
- 4.10 A Commercial evaluation will be carried out in accordance with the following formula:

*Commercial Score = Lowest Bidder's Charges ÷ Bidder's Charges X Commercial Weighting*

The "Total Charges" figure in the Charges Summary Table in the Commercial Response Document will be used for the purposes of the above calculation.

For example, if:

- (a) Bidder A's Total Charges in the Charges Summary Table are £160,000; and
- (b) Bidder B's Total Charges in the Charges Summary Table are £150,000 and Bidder B offers the lowest Total Charges in the Procurement,

Bidder A's price score will be 9.38% (£160,000 / £150,000 X 10%) and Bidder B's price score will be 10% (£150,000 / £150,000 X 10%).



## Annex A: Commercial Response Document

### **1 CHARGES SUMMARY TABLE**

- 1.1 In this table Bidders must set out their total Charges for meeting all of the Trust's requirements of the Contract. Bidders may insert additional rows and columns if required.
- 1.2 A Bidder's Charges must align with and cover all of the services to be provided as set out in the Services Specification and in its Tender Response.
- 1.3 Bidders must take note of the Commercial Principles set out in paragraph 4 of Part 2 above.
- 1.4 Tenders should provide a quote for the annual audit fee. The price quoted should include (and identify separately):
- 1.5 All expenses and disbursements- including attendance (currently virtual) at the July meeting of the Audit Committee
- 1.6 VAT
- 1.7 The tender should include details of the budget audit hours analysed by team member status (partner hours, manager hours etc). Any expected increases in the annual fee during the duration of the contract should be included in the tender documentation

	Days	[Personnel]	[Personnel]	Total Charges (excl. VAT)
		£[day rate]	£[day rate]	
<b>Delivery of min 4 assignments per year</b>				
<b>Follow up</b>				
<b>Annual plan</b>				
<b>Annual report</b>				
<b>Audit management and ARC attendance</b>				
<i>[Bidders should insert additional rows if additional services are proposed in their Tender Responses]</i>				
<b>TOTAL CHARGES</b>				

Annex B: Certificate of Tender

**For the attention of:** The Armed Forces Covenant Fund Trustee Limited

**Reference: Procurement for supply of internal audit services**

We accept the conditions of tendering as per the ITT and confirm that this is a bona fide offer.

We attach our response to the ITT and confirm that this has been developed and is tendered in full compliance with the terms set out in the ITT.

We confirm that:

- (a) we unconditionally accept the terms of the Contract
- (b) the prices submitted as part of our Tender Response are tendered without any caveats or qualifications
- (c) there are no known impediments which would prevent our entering into the Contract as a result of this ITT response; and
- (d) the signatory is duly empowered to sign tenders on behalf of the Bidder.

This proposal will remain valid for acceptance by The Armed Forces Covenant Fund Trustee Limited until 6 months from the Tender Response Deadline.

Name

Position

Address

Email

Fax

For and on behalf of

Signed

### Annex C: Proposals

Bidders should submit proposals ensuring responses to Technical Criteria above, and including points below

- a) An explanation of how the firm will be able to add value – particularly around our grant making processes and internal controls (For clarity, “added value” in this context encompasses the quality of assurance provided by internal audit reviews across the Trust, the ability to apply and transfer best practice. It is not intended to provide a substitute for consultancy advice.);
- b) A full description of the proposed methodology for carrying out the internal audit work to be identified through the 2020-21 internal audit planning process;
- c) details of the staff proposed including full CVs and confirmation of their grade and proposed role;
- d) a demonstration of previous relevant experience and knowledge of the Charity Governance Code and Public Sector Internal Audit Standards.

#### PART 4: CONTRACT TERMS AND CONDITIONS

***[Note to Bidders: The Contract Terms and Conditions are provided in a separate document.]***

## **PART 5 - DEFINITIONS**

Unless the context otherwise requires, any meanings given to terms or abbreviations used in the Contract shall have the same meanings when used in this document. The following words and expressions used within this document shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>“Bidder”</b>	means an entity that has received this ITT with a view to tendering for this Procurement;
<b>“Certificate of Tender”</b>	means the certificate of tender in the form set out at Part 6 (Certificate of Tender) of this ITT;
<b>“Contract”</b>	Means the contract that is entered into between the successful Bidder and the Trust following the conclusion of this Procurement;
<b>“Contractor”</b>	means the Bidder that is awarded the Contract;
<b>“Information”</b>	means the information contained in the ITT or sent with it and any information which has been or may be made available to the Bidders by the Trust, its respective employees, agents or advisers in connection with the ITT or the Procurement;
<b>“Invitation to Tender” or “ITT”</b>	means this invitation to tender;
<b>“Key Sub-Contractor”</b>	means any sub-contractor of the Bidder whom it is intended will perform a material part of the Services. For the purposes of this definition “material” shall mean that that element of the Services equates to 20% or more of the total charges to be paid for the Services by the Trust;
<b>“Preferred Bidder”</b>	means the Bidder who receives the highest score against the Trust's published evaluation criteria;
<b>“Procurement”</b>	means the procurement procedure for the appointment of the contract to which this ITT relates;
<b>“Requirement”</b>	for the purposes of evaluation, "Requirement" means for each Question the relevant requirements of the Trust as set out in the Services Specification or as defined in the Question itself;
<b>“Services”</b>	means the services described in the Services Specification;
<b>“Services Specification”</b>	means the description of the Services that will be provided by the Contractor, as set out in Schedule 1 of this ITT.
<b>“Tender Response”</b>	means a Bidder's response to this ITT;
<b>“Tender Response Deadline”</b>	means the date and time by which a Bidder must submit its Tender Response, as set out at paragraph 2.1;
<b>“the Trust”</b>	means The Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund;
<b>"you" or "your"</b>	shall mean the Bidder that is providing the Tender Response.

## **Schedule 1**

### **Services Specification**

#### **Introduction**

The Armed Forces Covenant Fund (the Trust) is tendering its contract for internal audit services. This document provides background information on the Trust and its requirements.

The Trust does not have an in house audit function. Our current internal audit contract is with BDO LLP. This contract finishes with the provision of the annual internal audit opinion for the 2025/26 financial year.

#### **Background information**

1. The Trust was founded in 2018 and is a registered charity in England and Wales 1177627.
2. The Armed Forces Covenant Fund Trustee Ltd was incorporated on 2 February 2018, as the sole corporate Trustee of The Armed Forces Covenant Fund (the Trust), a charity, which was registered on 7 February 2018.
3. The Trust was established to continue the work of the Covenant Fund Team, which began operating within the Service Personnel Support department of the MOD in 2015. This team managed the first three years' grantmaking activity of the Covenant Fund, which has an annual commitment from HM Treasury of £10 million.
4. As planned, after its first few years of operation, the governance and management arrangements of the in-house MOD team were reviewed, and, consequently, the Armed Forces Covenant Fund was set up to continue the same activities as an independent trust from 1 April 2018. As of 1 April 2019, the Trust has been designated a non-departmental public body (NDPB).
5. The Trust's main purpose is to provide charitable assistance and support to those who serve in the Armed Forces - Regular or Reserve, those who have served in the past and their families and carers.
6. The Trust currently has a three year funding framework 2024-27. More information is at [Armed Forces Covenant Fund: Funding Framework 2024-27 : Armed Forces Covenant Fund Trust](#)

The Trust provides grants across a number of programmes in line with our funding framework.

#### **Governance & Administration**

7. The Trust is an unincorporated charity. The Armed Forces Covenant Fund Trustee Limited, which was registered at Companies House on 2 February 2018, acts as the Trustee of the Armed Forces Covenant Fund, which was registered with the Charity Commission on 7 February 2018. The individuals referred to as Trustees are directors of the limited company under company law.
8. Trustees are elected or appointed for an initial two-year term and may serve two further three-year terms at the Board's discretion, apart from those that retire by rotation after

the initial two-year term. The Board meets around five times a year, with senior leadership team attending all Board meetings.

9. The Board has established four permanent committees, each with specific terms of reference and functions delegated by the Board and with a Trustee appointed by the Board as Chairman:
  - a. Audit and Risk
  - b. Remuneration and Nominations
  - c. Ethics Advisory Panel
  - d. Grants Committee

The Director of Finance and Operations attends all the Audit Committee meetings and the Chief Executive attends the Remuneration Committee meetings. The financial auditors attend two meetings a year of the Audit Committee – one to present the audit plan, and one upon completion of the annual audit.

10. The Trust currently employs 28 staff. All staff have been home based and the Trust operates a fully remote working model.

### **Key financial information**

11. The Trust's financial year is 1<sup>st</sup> April to 31<sup>st</sup> March.
12. During 2023/24, the Trust's income comprised £35.7 million, made up of a number of income streams funds granted to it for the specified purpose of supporting the Armed Forces community. The largest income streams were as follows:
  - Covenant Fund: £10.6m million
  - OVA Homelessness Fund: £8m
  - MOD Families Fund: £4.7m
  - National Spitfire Project: £3m
  - OVA Veteran Employment Fund: £2.3m
  - OVA Capital Homelessness Fund: £2m
  - HM Treasury's Veterans' Mental Health and Wellbeing Fund: £1.2 million.
13. The Trust made £32.4m of grant awards during 23/24, with another £477k spent on programme evaluation and research.
14. Staff costs are our biggest non-grant expense, and in 23/24 were £1.2m
15. The Trust does not fundraise

### **Freedom of Information Act 2000 (FOIA)**

16. As a non-departmental public body, the Trust is covered by the FOIA. All requests for information made to the Trust are dealt with under the terms of the FOIA. There may be elements of your tender submission which you consider to be potentially commercially sensitive and would not want disclosed. Therefore, where you consider tender information falls into this category, please extract the information and insert it into a separate annex, which we will treat as being potentially commercially sensitive- but you should refer to it in the main body of the tender.

### **Service requirements**

17. The Trust is seeking to appoint internal auditors for a period of three years initially. There will, however, be an option to extend this contract to a period of up to five years in total, subject to annual reappointment.

18. The successful bidder will provide an internal audit service to the Trust to give an independent and objective opinion on the adequacy and effectiveness of our system of risk management, control and governance.
19. The Trust will require independent assurance across all business areas, ensuring adequate coverage across both core corporate services functions and grants and evaluations programmes. This includes but is not limited to
  - a. Financial policies and procedures
  - b. Information security
  - c. Information systems and business continuity
  - d. HR and recruitment
  - e. Risk Management
  - f. Governance
  - g. Grant making policies and procedures
  - h. Grant making decision criteria
  - i. Programme evaluation methods
20. The provider will draft and agree with the Trust an internal audit strategy for the period of the contract. The strategy will be broken into three separate annual internal audit plans. The successful bidder will provide an internal audit service in accordance with the annual internal audit plan for the financial years 2026/27, 2027/28 and 2028/29. At the completion of each year, the provider will prepare a written annual report and opinion and present this to the Trust's Audit Committee.
21. The provider will be required to liaise with the Trust's external auditor and, where so requested, to provide input to the annual statutory audit for assurance purposes.

#### **Timings and attendance at Audit Committee meetings**

22. Internal audit work is to be undertaken at various times across the year, to be determined in line with the other priorities of the Trust, and the annual internal audit plan.
23. The Trust's Audit and Risk Committee normally meets four times a year. The internal auditor provider is expected to attend most meetings of the Committee to discuss ongoing work and progress, as well as the July meeting in order to present their annual report and opinion to be included in the Annual Report.

#### **Letter of Engagement**

24. The duties of the Trust and the internal auditors should be clearly set out in agreed terms of reference detailed in the letter of engagement.

#### **Reappointment of internal auditors**

25. The internal auditors are formally reappointed each year by the Board of Trustees. The Audit and Risk Committee will evaluate annually the work of the internal auditors to ensure that it is of sufficiently high quality and continues to offer value for money, and will make a recommendation to the Board regarding the reappointment of internal auditors based on this evaluation.

#### **Further information**

26. The Annual Report and Financial Statements for the year ended 31 March 2023, and prior years, can be found at the <https://covenantfund.org.uk/annual-reports/>



## Timetable

27. It is proposed that an appointment is made according to the following timetable:

Date	Action
14 July 2025	Issue invitation to tender
15 August 2025	Deadline for submission of clarification questions
29 August 2025	Tender response deadline
Wc 8 September 2025	Shortlisting
15 September 2025	Shortlisted tenders informed and invited to give presentation to the Panel
WC 29 September 2025	Shortlisted tenderers to give virtual presentation to the Panel. This should be approx. 45 minutes and be made by the proposed partner and audit manager for this appointment
15 October 2025	Recommendation made to the Audit Committee. Audit Committee makes formal decision on appointment of external auditors
24 October 2025	Audit Committee makes recommendation on appointment of auditors to the Board. Board makes final decision on appointment of external auditors
WC 27 October 2025	Notification of contract award
	Contract signature

We reserve the right to alter the timings and will communicate any changes as soon as possible.