

Procurement Specific Questionnaire


Project Name	<p style="text-align: center;"><u>Provision of Land & Property Services</u></p> <p style="color: red;">Instruction to Applicants – If not applying for both Lots, please delete the Lot your PSQ response does not apply to.</p> <p style="text-align: center;">Valuation & Compensation/Landowner Engagement/Land Acquisition/DCO Preparation/Reporting & Business Management Support Services (Lot 1)</p> <p style="text-align: center;">&</p> <p style="text-align: center;">Land Access for Surveys/Land Referencing/DCO Preparation/DCO and Land Assembly Programme Management/Reporting & Business Management Support Services (Lot 2)</p>
Project Reference	CT4218 & CT4219
Submission Deadline	1 September 2025 (noon)
Submitted By	[Enter Name of Participating Organisation]

Section 1

Guidance on the selection process, including the Procurement Specific Questionnaire

Introduction

1.0 East West Rail (EWR) is a once-in-a-generation opportunity to connect people and businesses in the communities between Oxford, Milton Keynes, Bedford and Cambridge with a sustainable public transport solution. The railway would open up new journeys, cut travel times, ease congestion on local roads and bring more jobs within reach of people living locally. The corridor, which runs from Oxford through Milton Keynes and Bedford to Cambridge, is also an economic artery that makes the UK a global leader in life sciences, technology and innovation, with the potential to create jobs, drive growth and attract investment for the entire country. The region has huge potential but is currently constrained by poor transport connectivity – restricting people's opportunities and holding back



progress. EWR – also termed the Project – would be key in addressing this constraint, unlocking the area’s potential and enabling sustainable growth.

- 1.1 This Procurement is divided into two Lots. Suppliers will be able to bid for Lot 1, Lot 2, or both:


Lot 1

Valuation & Compensation/Landowner Engagement/Land Acquisition/DCO Preparation/Reporting & Business Management Support Services

Lot 2

Land Access for Surveys/Land Referencing/DCO Preparation/DCO and Land Assembly Programme/Management Reporting & Business Management Support Services

- 1.2 East West Railway Company (EWR Co.) invites Applicants who have expressed an interest in bidding to provide Land & Property services (Lot 1)/(Lot 2)[**Delete as appropriate**] to submit a Procurement Specific Questionnaire (PSQ) Response. However, Suppliers will generally be limited to winning one Lot only, subject to further provisions set out in section 4.8 of the ITT.
- 1.3 The purpose of this questionnaire is to set out the information that must be provided by each Applicant in any Questionnaire Response.
- 1.4 Upon contract award the Contracting Entity will enter into a contract with a single legal entity. Therefore, Applicants may form partnerships, limited companies (or equivalent), joint ventures or similar consortia.
- 1.5 EWR Co. will evaluate PSQ responses. Clear disregard for compliance with the instructions contained in this document or failure to provide a satisfactory response to individual questions or the questionnaire as a whole may result in exclusion from the procurement process.
- 1.6 PSQ responses to the questions asked will be assessed against the criteria set out in the PSQ Response Guidance document. Responses to Questions 20 to 24 within the Technical Ability section of this PSQ will be assessed against the scoring criteria set out in the PSQ Response Guidance document and will be used to allocate a score to each applicant that has successfully met all the other elements of this PSQ.
- 1.7 The highest scoring 6 applicants for each Lot will proceed through to the next stage and invited to submit tenders.
- 1.8 All contact with EWR Co. must be made via the Portal messaging service. All communications must be submitted in English.
- 1.9 No direct contact should be made by applicants with EWR Co.'s employees or its advisers in connection with this procurement outside the Portal messaging service, unless EWR Co. has provided express written consent via the Portal.
- 1.10 EWR Co. accepts no liability to pay for any preparatory work undertaken in connection with this PSQ or any other communication between EWR Co. and any other party and all costs, expenses and liabilities incurred by applicants in connection with the procurement process.

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- 1.11 Applicants are fully and solely responsible for and liable for all costs associated with and arising out of or in connection with responding to the PSQ or any subsequent phase of the procurement process.
- 1.12 Under no circumstances will EWR Co. be liable for any costs or expenses (whether direct or indirect) incurred by or on behalf of the applicant or any party associated with this procurement process, any delay or any abandonment or termination of it.
- 1.13 By returning this PSQ, the applicant confirms its understanding and acceptance of the fact that it should have no claim whatsoever against EWR Co. in respect of costs.
- 1.14 Please submit your completed PSQ for Lot 1 and/or Lot 2 via EWR Co's tendering portal (Jaggaer) – Link:

<https://eastwestrail.ukp.app.jaggaer.com/esop/ogc-host/public/eastwestrail/web/login.jst? ncp=1677595912567.609209-1>

Applicants will need to register on Jaggaer if not already registered.

Applicants should provide a link to the CDP so that EWR Co can access the answers to the questions covered there. Responses to questions set out in this PSQ that are specific to this procurement such as Questions 20 to 24 should be submitted in the PSQ.


Please Note: The ITT documents (including all appendices) are made available in draft form and the finalised versions will be made available at ITT stage.

Background

The PSQ consists of three parts:

- 1.15 **Part 1 - confirmation of core supplier information:** suppliers participating in procurements are expected to register on a central digital platform (CDP). The CDP is free to use and will mean suppliers should no longer have to re-supply core supplier information for each public procurement but simply ensure it is up to date and shared with the procuring authority. The CDP is available at <https://www.gov.uk/find-tender>.
- 1.16 Applicants must submit their up to date core supplier information on the CDP and, in relation to the Land & Property services procurement, are required to share this information with EWR Co. via the CDP. Part 1 of this form provides a section where Applicants must confirm that they have provided updated information on the CDP. Applicants should note that information provided via the CDP will be used for the purposes of PSQ evaluation and therefore it is the Applicant's responsibility to keep this up to date.
- 1.17 CDP information must be completed by the PSQ submission deadline stated above. EWR Co. reserves the right to reject PSQ submissions where CDP information is incomplete or not completed by the PSQ deadline.
- 1.18 In the event that an Applicant submits CDP information which conflicts with any part of the PSQ submission, EWR Co. reserves the right to decide which information will take precedence and may decide to seek clarification from the Applicant.
- 1.19 **Part 2 - additional exclusion grounds information:** Applicants must submit their own (and their connected persons¹) exclusion grounds information via the CDP. This includes self-declarations as to whether any exclusion grounds apply and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
- 1.20 Applicants will also need to submit exclusion grounds information for any 'associated persons' that they are relying on to meet the PSQ conditions of participation. Associated persons include consortium members or key sub-contractors (but excludes guarantors). We recommend this is done by ensuring that associated persons also register, submit and share their information via the CDP.
- 1.21 In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), Applicants will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.
- 1.22 If a sub-contractor is unknown at the start of the procurement, this should be made clear by the Applicant and relevant details of the sub-contractor should be submitted to EWR Co. as soon as possible, in order for EWR Co. to confirm whether or not the sub-contractor's involvement is acceptable. EWR Co. reserves the right to reject additions to or changes to sub-contractors and consortium members.

¹ Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.

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- 1.23 **Part 3 - conditions of participation:** EWR Co. has set conditions of participation which an Applicant must satisfy in order to be eligible to pass the PSQ stage of the Land & Property services procurement. These conditions relate to the Applicant's legal and financial capacity and their technical ability.
- 1.24 Some of the information requested in the PSQ will be for information purposes only. Other information will be evaluated by EWR Co. Full details of the evaluation mechanisms and evaluation criteria are set out in the PSQ Response Guidance document.
- 1.25 Applicants should note that EWR Co. has legislative duties to publish certain information which relate to the supplier in its contract award notices. This information includes, but is not limited to:
- details of the winning supplier's associated persons
 - details of the winning supplier's connected person information
 - for certain procurements over £5 million, details of unsuccessful bidders.
- 1.26 Where an Applicant has any questions or requires any clarification on any points within any of the procurement documents, they should check with EWR Co.

Section 2

Procurement Specific Questionnaire

Part 1 and Part 2: Confirmation of core supplier information and additional exclusion grounds information

The Procurement Specific Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion². If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this 'self-cleaning').

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds.

Consequently, we require that all organisations on which you will rely to satisfy the Conditions of Participation also provide a completed Part 1 and Part 2 and Financial Standing questions 12 & 13 in Part 3A. These could be, for example, parent companies, affiliates, associates, or essential Sub-Contractors, so long as they are relied upon to meet the selection criteria. This means that where you are joining a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-Contractors on which you rely to meet the selection criteria must also complete a self-declaration (although Sub-Contractors that are not relied upon do not need to complete the self-declaration).

Part 3: Conditions of participation

The PSQ Response Guidance document will provide instructions on the questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use Sub-Contractors, you should complete all of the Conditions of Participation on behalf of the consortium and/or any Sub-Contractors.


If the relevant documentary evidence referred to in the Procurement Specific Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Procurement Specific Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure and/or subject to the procedures set out in the Procurement Act 2023 which may result in placement on a public debarment list, and thereafter be prevented from bidding for other contracts for up to five years³. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, in which case you will be excluded from further procurements for five years.

² For the list of exclusions grounds, please see Section 3 of this Procurement Specific Questionnaire, and Schedules 6 and 7 of the Procurement Act 2023.

³ For more on the debarment regime, see Section 62 of the Procurement Act 2023.



Notes for completion

1. The “Authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Applicants to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this Procurement Specific Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator and could be a registered company, the lead contact for a group of economic operators, a charitable organisation, a Voluntary Community and Social Enterprise (VCSE), a Special Purpose Vehicle, or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in this Procurement Specific Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of Sub-Contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to satisfy the Conditions of Participation. The authority will make a revised assessment of the submission based on the updated information.
5. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use Sub-Contractors, you should complete all of the questions on behalf of the consortium and/ or any Sub-Contractors, providing one composite response and declaration.

The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Procurement Act 2023, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

No.	Question
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Preliminary questions

- What is your name? (supplier name)
.....
[Insert name]
- You must be registered on the central digital platform (CDP).*
What is your central digital platform unique identifier?
.....
[Insert unique identifier]
- Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.
If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:
 - the name of the group/consortium
 - the proposed structure of the group/consortium, including the legal structure where applicable
 - the name of the lead member in the group/consortium
 - your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)

[Insert information]
- Are you on the debarment list?
.....
[Insert Yes or No]
[If yes, insert details]

Part 1 – confirmation of core supplier information

- You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).
This includes:
 - basic information
 - economic and financial standing information
 - connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)
 - exclusion grounds information
 Please confirm you have shared this information with us.
.....
[Insert reference / file name]

Part 2 – additional exclusions information

Part 2A – associated persons

- Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).
[The conditions of participation are outlined in Part 3]
If so, please complete **Q8, Q9 & Q10** (otherwise **Q8, Q9 & Q10** are not applicable).
.....
[Insert Yes or No]

7. For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.

[Insert name of supplier and brief description]

[Insert name of supplier and brief description]

8. For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):
- a. basic information
 - b. economic and financial standing information
(if they are being relied upon to meet conditions of participation regarding financial capacity)
 - c. connected person information
 - d. exclusion grounds information

[Insert name of supplier and reference / file name]

9. Are any of your associated persons on the debarment list?

[Insert Yes or No]

[If yes, insert details]

Part 2B – list of all intended sub-contractors

10. Please provide:
- a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)
 - b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent
 - c. a brief description of their intended role in the performance of the contract
- If you are not intending to sub-contract the performance of all or part of the contract, then this **question and Q12** are not applicable.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

[Insert name of supplier – unique identifier – brief description]

[Insert name of supplier – unique identifier – brief description]

11. Please confirm if any intended sub-contractor is on the debarment list.

[Insert Yes or No]

[If yes, insert sub-contractor(s) name and provide details]

Part 3 – questions relating to conditions of participation

Part 3A – standard questions

Financial capacity

12. Are you able to provide a copy of your audited accounts for the last two years, **if requested**?
To be answered by all Applicants (including each member of a Consortium or Joint Venture)

[Insert Yes or No]

If no, can you provide **one** of the following? (Answer with Y/N in the relevant box)

(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.

[Insert Yes or No]

(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.

[Insert Yes or No]

(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).

[Insert Yes or No]

13. Applicants (including each member of a Consortium or Joint Venture) are asked to self-certify that for the latest available financial year, they meet or exceed the following financial ratios:

- a) Turnover Ratio (Bidder Annual Revenue/Expected Annual Contract Value)

Annual Turnover of 2 times the Annual Contract Value of £5m

- b) Operating Margin = Operating Profit/Revenue

10% or higher

- c) Net Asset Value = Net Assets

Greater than zero

Applicants that do not self-certify that they meet or exceed all three financial ratios, should provide additional evidence and/or guarantees that demonstrate that the Applicant can demonstrate compliance with all three financial ratios.

Please Note: Consortium/Joint Venture - If an Applicant does not itself meet the minimum financial requirements, you may rely on the financial standing of a group or parent company or fellow consortium member. Please state if you are willing to provide appropriate security or support, for example in the form of a parent company guarantee.

[Insert Yes or No]

14. Are you relying on another supplier to act as a guarantor?
If so, please provide their name and evidence of their economic and financial standing.
-
- [Insert Yes or No]**
[If yes, insert reference / file name]
-
15. Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:
- a. Employer's (Compulsory) Liability Insurance* = £5,000,000
 - b. Public Liability Insurance = £10,000,000 per event
 - c. Professional Indemnity Insurance = £10,000,000 per event
- *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: www.hse.gov.uk/pubns/hse39.pdf.
-
- [Insert Yes or No]**
[Insert details of your insurances already in place]
[Insert details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote)]
-
16. Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract ISO 9001 Quality Management Accreditation or equivalent?
-
- [Insert Yes or No]**

Legal capacity

17. Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects. Please provide details 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 UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:
- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
 - to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data
 - to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable
 - to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place)
 - to maintain records of personal data processing activities
 - to regularly test, assess and evaluate the effectiveness of the above measures
-
- [Insert Yes or No]**
[Insert information]

Technical ability

18. **Experience of sub-contractor management**

Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously).

The description should include the procedures you use to ensure performance of the contract.

[Please use no more than 500 words]

[Insert Yes or No] If you answer No to this question, please continue to Q 19. If you answer Yes to this question, please provide your response.

[Insert information]

19. **Relevant experience and contract examples**

Please provide details of your experience of successfully delivering services similar to the services required by EWR Co. and of the same scale, and where possible, on contracts/programmes that were delivered at the same time.

Please provide details of 3 contracts you have delivered of the same scale as EWR including referees for each contract.

Where this procurement is for goods or services, the examples must be from the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has 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 sub-contractors (three examples are not required from each member).

If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.

[Insert information below]

	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			
Email address			
Description of contract			
Contract start date			
Contract completion date			

**Estimated contract
value**

[If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.]

[Insert information]

20. **Health and safety**

Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant). [Please use no more than 500 words]

[Insert information]

21. **Collaborative working**

Please provide 2 examples of successful collaborative working and how you have run a Project Management Office to manage your contract activities to support delivery of the overall project. [Please use no more than 500 words]

[Insert information]

22. **Problem solving**

Please provide 2 examples of where you faced unforeseen major problems in delivery of your services and how you overcame them. [Please use no more than 500 words]

[Insert information]

23. **Service delivery**

What approach have you taken to successfully integrate delivery of these services within a multi-disciplinary team that is delivering a major infrastructure project? [Please use no more than 500 words]

[Insert information]

24. **Challenges**

What have you seen as the top challenges to a successful DCO in delivering these services and what actions have you taken to overcome these challenges? [Please use no more than 500 words]

[Insert information]

Part 3B – requirements for central government departments, their executive agencies and non-departmental public bodies

Payment in Contracts (PPN 015)

25. Please confirm if you intend to use a supply chain* for this contract. If you answer “No” you do not need to complete the rest of this section [questions 26-28].

[Information only]

**References to supply chain means suppliers or sub-contractors of any tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.*

[Insert Yes or No]

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26. Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms.

[Yes/No]

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27. **Public sector contracts only – Requirement under the Procurement Act 2023 (Sections 68 and 73)**

Please confirm that for public sector contracts awarded under the Procurement Act 2023 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.

[Yes/No]

28. **Public and private sector contracts**

(a) Please provide the percentage of invoices* paid by you to those in your immediate supply chain on all contracts for **each** of the two previous six-month reporting periods.** This should include the percentage of invoices paid within each of the following categories:

1. within 30 days
2. in 31 to 60 days
3. in 61 days or more
4. due but not paid by the last date for payment under agreed contractual terms

**References to supply chain means suppliers or sub-contractors of any tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.*

(b) Please provide the average number of days taken by you to pay an invoice to those in your immediate supply chain on all contracts for **each** of the two previous six-month reporting periods. It is acceptable to cross refer to information that has previously been submitted to government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. **If you do wish to cross-refer, please provide details and/or insert link(s).**

(c) If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why. Note: if you are required to submit an action plan under **question 28(d)**, this action plan must also set out steps to address your payment within agreed terms, to achieve a pass for **question 28(d)**.

(d) If you are unable to demonstrate that at least 95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six-month reporting periods, please provide an action plan for improvement which includes (as a minimum) the following:

1. Identification of the primary causes of failure to pay:
 - 95% of all supply chain invoices within 60 days; and
 - if relevant under **question 28(c)**, all invoices within agreed terms
2. Actions to address each of these causes.
3. A mechanism for and commitment to regular reporting on progress to the supplier's audit committee (or equivalent).
4. Plan signed off by director.
5. Plan published on its website (this can be a shorter summary plan).

If you have an existing action plan prepared for a different purpose, it is acceptable to attach this but it should contain the above features.

Evidence for self-declarations (questions 27 to 28): Prior to contract award the following evidence will be required from the successful supplier (where the supplier has answered 'Yes' to **question 26** above) to verify the supplier's responses

Q27 - A copy of your standard payment terms for all of your supply chain contracts.

Q27 - A copy of your procedures for resolving disputed invoices promptly and effectively.

Q27 - Details of any payments of interest for late payments you have paid in the past 12 months or which became due during the past 12 months and remain payable (contractually or under late payment legislation) and, if any such payment has been made (or arose), an explanation as to why this occurred and an outline of what remedial steps have been taken to ensure this does not occur again.

Q27 - A copy of your standard payment terms used with sub-contractors on public sector contracts subject to the Procurement Act 2023

[Insert Information]

29.

Conflicts of Interest

Is the Applicant aware of any actual, potential or perceived Conflicts of Interest due to the Applicant's participation in the OE Procurement? Conflict of Interest has the meaning set out in section 81 of the Act.

If the Applicant is aware of any actual, potential or perceived Conflicts of Interest as defined in Section 81 of the Act, the Applicant is required to set out the nature of the Conflict of Interest and the Applicant's proposed mitigation measures to satisfy EWR Co. that the potential, perceived or actual Conflict of Interest is capable of being appropriately managed.

30. Not Used

31. Not Used

32. Not Used

Tackling Modern Slavery in Supply Chains (PPN 009)

33. **Modern Slavery Statement (or equivalent statement/document)**

Supplier is 'a relevant commercial organisation'* and is compliant with the requirements contained within section 54 of the Modern Slavery Act 2015 and associated guidance and their statement includes information relating to:

- a. the organisation's structure, its business and its supply chains
- b. its policies in relation to slavery and human trafficking
- c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains
- d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk
- e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate
- f. the training and capacity building about slavery and human trafficking available to its staff

Or

Supplier is not 'a relevant commercial organisation' but has a turnover of more than £36 million and has provided a link to an equivalent statement or document which demonstrates information relating to a to f above.

**'Relevant commercial organisations' are defined as commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more.*

[Insert information]

34. Not used



Confirmations

35. I confirm that:
- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
 - upon request and without delay I will provide any additional information requested of us
 - I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
 - I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

[Insert Yes or No]



Section 3

1. **Mandatory Exclusion Grounds**

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

1.1. **Corporate manslaughter or corporate homicide**

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

1.2. **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.

1.3. **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).

1.4. **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).

1.5. **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).

1.6. **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).

1.7. **Cartel offence**

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

1.8. **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.

1.9. **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.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. Failure to cooperate with investigation

A mandatory exclusion ground applies to a supplier if—


1.13.1. 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),

1.13.2. 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

1.13.3. 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.

1.14. 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.

2. Discretionary Exclusions Grounds

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

2.1. 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.

2.2. 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.

2.3. 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.

2.4. **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.

2.5. 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).

2.6. 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).

2.7. 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.

2.8. 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.