



**INVITATION TO TENDER**

**Provision of Comprehensive Legal Representation and Advice Pilot Scheme for Coaches within the British High-Performance System**

**Ref: PRO211125**

## INSTRUCTIONS

### 1. ABOUT UK SPORT

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996.

UK Sport are the nation's trusted high-performance experts, powering our greatest athletes, teams, sports and events to achieve positive success. Through strategic leadership and investment of National Lottery and Government funds, UK Sport has transformed the high-performance sporting system, winning more Olympic and Paralympic medals than ever before and is recognised as one of the top nations in the world for event hosting capabilities.

UK Sport's purpose is to lead high-performance sport to enable extraordinary moments that enrich lives, and aims to work collaboratively with partners to deliver its mission to create the greatest decade of extraordinary moments; reaching, inspiring and uniting the nation.

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

### 2. INVITATION TO TENDER (ITT)

#### Background

UK Sport is committed to delivering a world-leading high-performance system that enables British athletes to achieve success on the global stage, within environments that are safe, inclusive, and supportive. As part of our strategic ambition to foster a thriving sporting system with positive societal impact, we are investing in the professional wellbeing of the coaching workforce that underpins elite sport.

UK Sport is seeking tenders from experienced and suitably qualified legal service providers, through an open Invitation to Tender ("**ITT**"), for the delivery of a Pilot Scheme comprising dedicated legal representation and advice services for high performance coaches operating within the UK's World Class Performance Programmes (the "**Pilot Scheme**"). This procurement (the "**Procurement**") represents a key element of UK Sport's interim support offer for coaches and will serve as a critical building block in the development of the Independent Coaches Body ("**ICB**").

While experience delivering legal services within the sports sector, particularly in high-performance or elite sporting environments and in alignment with sector frameworks such as Sport Integrity, is highly valued, UK Sport also welcomes applications from

providers outside the sector. Bidders are encouraged to demonstrate their understanding of the unique legal challenges faced by coaches, including employment, safeguarding, and disciplinary matters, and to provide evidence of their capability to deliver high-quality, relevant, and responsive legal support tailored to the needs of high-performance coaches and the wider sports sector.

## **Purpose of the Pilot Scheme**

The Pilot Scheme is a direct response to the findings of the *Whyte Review (2023)*, which identified the need for systemic reform to create safer, more supportive environments across UK sport. In partnership with Sport England, UK Sport has committed to a joint policy response that prioritises the professionalisation of coaching, enhanced wellbeing provision, and a culture of safeguarding and accountability.

Further research, including the *Care for Coaches* report (UK Coaching & Liverpool John Moores University, 2024)<sup>1</sup>, has highlighted legal representation as a critical area of unmet need. Coaches often face complex employment, disciplinary, and safeguarding challenges without access to consistent or affordable legal support, an area which the Pilot Scheme intends to address.

This Procurement will therefore enable the provision of timely, expert advice and representation across employment matters, contract negotiations, and safeguarding or disciplinary proceedings for coaches in the high-performance system. This service will not only meet immediate needs but also inform the long-term legal support model to be delivered through the ICB as a core membership benefit.

## **Objectives**

The objectives of the Pilot Scheme are as follows (the “**Pilot Scheme Objectives**”):

### **A. Empower Coaches through Legal Advice and Representation**

Ensure that eligible coaches have access to high-quality legal support services.

### **B. Deliver a Cost-Effective and Efficient Pilot Scheme**

Ensure the Pilot Scheme is operationally and financially efficient, effective in its delivery, and clearly understood by all stakeholders.

Furthermore, [UK Sport’s EDI Strategy](#) is a central pillar of its 2021–2031 Strategic Plan, aiming to create a high-performance sporting system that reflects the diversity of the UK. Additionally, [UK Sport’s Environmental Sustainability Strategy](#) sets ambitious goals to ensure high-performance sport contributes positively to the planet. UK Sport aligns its efforts with five UN Sustainable Development Goals, including Climate Action and Responsible Consumption.

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<sup>1</sup> [UK Coaching & Liverpool John Moores University \(2024\), Care for Coaches](#)

It is of the utmost importance to UK Sport that it is able to deliver the Pilot Scheme Objectives, while simultaneously meeting its objectives under the UK Sport ED&I and Environmental Sustainability Strategies. The services procured as part of this tender must therefore demonstrate strategic alignment with UK Sport's overall aims.

### **Purpose of this ITT document**

This ITT sets out the Procurement and in particular, the tender process and evaluation criteria, with a view to select a supplier to deliver the services set out in the Specification (Appendix 1) in accordance with UK Sport's requirements, and the Pilot Scheme Objectives (the "**Services**"). The Procurement is a below-threshold procurement for the purposes of the Procurement Act 2023.

All suppliers interested in participating ("**Tenderers**") must complete this ITT in accordance with the Instructions (defined below) contained herein in order to participate. The Instructions contain further information about the Procurement process, including the timetable, how to submit a response ("**Tender**") and criteria against which Tenders will be judged ("**Award Criteria**").

UK Sport will enter into a formal contract with the successful tenderer (the "**Supplier**") who shall supply the Services in accordance with the terms contained therein (the "**Contract**").

Please read this document carefully, as failure to comply may result in exclusion from the Procurement or rejection of your Tender.

### **Overview of Contract and Next Steps**

The Procurement relates to Services that are being piloted within the Pilot Scheme. There are no existing legal representation and advice services that form part of the Pilot Scheme.

Legal Advice and Representation Information will be available from early in 2026 (the "**Service Commencement Date**"). UK Sport is now inviting tenders for the delivery of this Pilot Scheme, as outlined in this ITT and supporting documents.

#### *Contract Value*

UK Sport has budgeted to make payments of up to a value of £400,000-450,000 (inclusive of VAT) to cover all costs associated with the delivery of the Services across the full term of the Pilot Scheme. Payment will be made only for work that is delivered, calculated in accordance with the relevant agreed fee structure (see price criteria contained in Appendix 2) not exceeding the maximum budget in aggregate.

#### *Contract Duration*

The Pilot Scheme is a pilot and therefore UK Sport propose to enter into the Contract with the Tenderer from the date on which the Contract is signed by both parties (the "**Contract Commencement Date**") for a duration of two (2) years (the "**Term**"), unless terminated in accordance with the terms contained therein. In the event UK Sport wish to invoke early termination, it shall do so by giving notice of no less than the period stipulated in the Contract, in order to ensure sufficient time for the supplier to handover to a successor supplier.

### 3. STRUCTURE AND SCOPE OF ITT

3.1 The ITT is divided into the following Parts:

- A. **Instructions** – this contains UK Sport’s general tendering requirements under which Tenderers should submit their Tenders, other information on the tendering process and the evaluation criteria that Tenders will be evaluated against (the "**Award Criteria**"), in particular:
  - i. it sets out the overall timetable (Section 4) and process for the procurement of Tenders;
  - ii. it provides Tenderers with sufficient information to enable them to submit a Tender in accordance with UK Sport’s requirements and the Pilot Scheme Objectives;
  - iii. it sets out the Award Criteria and the model that will be used to evaluate the Tenders and how the Award Criteria shall be applied to each submission within a Tender (the "**Methodology**"); and
  - iv. it explains the administrative arrangements for the receipt of Tenders.
- B. **Specification** – this describes the Services and sets out the specific quality standards required to provide the Services (Appendix 1).
- C. **Forms** – contains the forms required to be completed and submitted with Tenders
  - i. ED&I and Environmental Sustainability Questionnaire (Appendix 6);
  - ii. Declaration (Appendix 7); and
  - iii. References (Appendix 8).
- D. **Checklist** – documents and actions to be completed (Appendix 9).
- E. **Tenderer Data** – collection of Tenderer company details, to complete and submit with tender (Appendix 10).

#### 4. TENDER TIMETABLE

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

Date	Activity
21 November 2025	ITT published with below threshold tender notice
1 December 2025 (3:00pm)	Deadline for tender clarification questions
15 December 2025	Target date for responses to all clarification questions
5 January 2026 (3:00pm)	Deadline for receipt of tenders
6 January 2026 – 19 January 2026	Evaluation of tenders
23 January 2026	Notification of contract award decision to Tenderers and commencement of voluntary standstill period
3 February 2026	Confirm contract award
13 February 2026	Target contract Commencement Date
16 February 2026	Target Service Commencement Date

**Please Note: New dates for the procurement process highlighted above in yellow – changes made Monday 8 December 2025.**

#### 5. EXPRESSIONS OF INTEREST

5.1 The tender opportunity will be advertised via the following outlets:

- [Find a Tender Service](#) in the first instance; and

- subsequently, the UK Sport website - [www.uk sport.gov.uk/tenders](http://www.uk sport.gov.uk/tenders)

5.2 Tenderers are requested to register their expression of interest by emailing [coachsupportservices@uksport.gov.uk](mailto:coachsupportservices@uksport.gov.uk).

## **6. DISCLAIMER COSTS AND EXPENSES AND DISCONTINUANCE OF TENDER**

6.1 Nothing in this ITT binds UK Sport to accept a Tender and award a contract. UK Sport reserves the right to discontinue this Tender at any time during the ITT process UK Sport reserves the right to amend this ITT and all associated documents.

6.2 UK Sport shall not be liable to the Tenderer in any way whatsoever for the Tenderer's costs and expenses incurred during the tender process from its discontinuance or in relation to which a contract is not awarded.

6.3 The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.

6.4 Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.

## **7. INFORMATION AND QUERIES**

7.1 Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the ITT. UK Sport will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. UK Sport reserves the right not to respond to a request for information or clarification.

7.2 UK Sport reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses. Information will be disseminated to Tenderers via the designated coach support services inbox (see 7.4 below).

7.3 The deadline by which to submit clarification questions and requests for further information is at 3:00pm on 1 December 2025.

7.4 All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Jemima Coates, Coaching System Advisor

UK Sport, 6<sup>th</sup> Floor, 10 South Colonnade, London E14 4PU

E mail: [coachsupportservices@uksport.gov.uk](mailto:coachsupportservices@uksport.gov.uk)

## **8. PREPARATION OF TENDER**

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

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

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

## **9. ED&I AND ENVIRONMENTAL SUSTAINABILITY QUESTIONNAIRE**

9.1 All Tenderers are required to complete the Equality, Diversity and Inclusion ("ED&I") and Environmental Sustainability Questionnaire at Appendix 6 (the "**ED&I and Environmental Sustainability Questionnaire**") to be considered under this Procurement.

9.2 The minimum requirements for each Tenderer to meet are set out in the ED&I and Environmental Sustainability Questionnaire. Failure to meet the full requirements will result in the Tenderer being excluded from the Procurement. The purpose of this is to ensure that the Supplier is able to align with the Social Value requirements set out in the Specification in Appendix 1.

9.3 The ED&I and Environmental Sustainability Questionnaire is split as follows:

9.3.1 sections A and B cover the minimum ED&I standards; and

9.3.2 section C covers the Environmental Sustainability standards.

9.4 The questions contained in the ED&I and Environmental Sustainability Questionnaire will form the ED&I and Environmental Sustainability Evaluation Criteria and each Tenderer's response to the questions will be scored in line with the Evaluation Criteria included in this tender document.

## 10. FREEDOM OF INFORMATION AND TRANSPARENCY

10.1 Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise "exempt" from disclosure under FOI. As a consequence, only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.

10.2 Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Sport and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport's document retention and disposal policy.

10.3 UK Sport reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport's legal duties and lawful discretion generally or in relation to the tender process.

## 11. DELIVERY OF TENDER DOCUMENTS

11.1 UK Sport reserves the right not to accept the lowest or any Tender.

11.2 The tender documents must be sent electronically to: [coachsupportservices@uksport.gov.uk](mailto:coachsupportservices@uksport.gov.uk) no later than 5 January 2026 at 3:00pm (the "Closing Date").

11.3 Any Tender received after the Closing Date will not be considered within the Procurement, unless there are exceptional mitigating circumstances, which shall be considered by UK Sport in its absolute discretion.

11.4 UK Sport, in its absolute discretion, may extend the Closing Date and in such circumstances will notify all Tenderers of such change.

11.5 Tenders that have been submitted shall remain open for acceptance for a period of 90 days (ninety days) from the Tender submission date.

11.6 All responses should not exceed the maximum page limit set out for each question. Any part of a response that exceeds the maximum page limit will not be taken into account when evaluating the response.

11.7 All submissions should be in either word or PDF format.

11.8 All questions and responses will be anonymised and shared with all other Tenderers within the Procurement process.

## 12. REFERENCES

12.1 Tenderers are required to provide two (2) References each, and UK sport reserves the right to contact referees during the ITT period to verify that the Tenderer has supplied the services to the referee as set out in the Tender but will not score the Tenderers in respect of the references. Referee information will be collected via the References form contained in Appendix 8.

## 13. TENDER EVALUATION AND AWARD CRITERIA

13.1 Prior to evaluating Tenders, UK Sport will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.

13.2 UK Sport will carry out an evaluation of each Tender after the Closing Date for receipt of Tenders, following which it will award the Contract to the Tenderer with the Tender that is most advantageous to UK Sport for the purposes of the Pilot Scheme.

### 13.3 Award Criteria

The factors set out below comprise the “**Award Criteria**”, which are weighted as follows and shall be the basis for the UK Sport’s determination of which Tender is most advantageous:

Criteria	Weighting (%)
Pricing	30%
Quality of the services	50%
ED&I	10%
Environmental Sustainability	10%
<b>Total</b>	<b>100%</b>

### 13.4 Evaluation Criteria

Each Tender will be scored against sub-criteria, which are each weighted and combined together to form the overall weighting for the relevant Award Criteria (the “**Evaluation Criteria**”). The below table sets out the Evaluation Criteria, the maximum scores (%) attributable to them and the Award to Criteria to which they relate:

Award Criteria	Criteria Weighting (%)	Evaluation Sub-Criteria	Evaluation Criteria Weighting (%)
Pricing <i>(Appendix 2)</i>	30%	Monthly Retainer Fee	15%
		Case-by-Case Blended Rate	15%
Quality of the services <i>(Appendix 3)</i>	50%	Service Model, Expertise and Coach-Centred Delivery	20%
		Experience and Track Record	15%
		Governance and Oversight	10%
		Education and Empowerment	5%
Equality, Diversity and Inclusion (ED&I) <i>(Appendix 4)</i>	10%	Part A: compliance with statutory obligations and commitment to equality	5%
		Part B: additional practices supporting equality and inclusion	5%
Environmental Sustainability <i>(Appendix 5)</i>	10%	Environmental Sustainability policies, practices and certification	10%
<b>Total</b>		<b>100%</b>	

### 13.5 Means of Evaluation

Pricing shall be evaluated in the form of a price breakdown completed by the Tenderer in Appendix 2, Quality of the Services shall be evaluated in the form of written submissions made by the Tenderer in response to questions set out by UK Sport in Appendix 3; and ED&I and Environmental Sustainability shall be evaluated in the form of the ED&I and Environmental Sustainability Questionnaire contained in Appendix 6.

Scores will be applied to responses for each of the Evaluation Criteria (see Tender Evaluation Scores below).

## 14. THE EVALUATION SCORES

### 14.1 Quality Evaluation

The basis of the scoring of Tenders in respect of each Evaluation Criteria in respect of Quality of Services, as set out in Appendix 3, will be in accordance with the following scale:

0	Completely fails to meet required standard or does not provide a proposal.
1	Proposal significantly fails to meet the standard required, contains significant shortcomings and provides no evidence to support the proposal
2	Proposal falls short of achieving expected standard in a number of identifiable respects and provides little or weak evidence to support the proposal.
3	Proposal meets the required standard in most material respects but is lacking or inconsistent in others and evidence provided is weak in some places.
4	Proposal meets the required standard in all material respects and provides good evidence that is clear, and relevant to the proposal.
5	Proposal meets the required standard in all respects and provides confidence that it can be delivered. Evidence provided is clear, compelling and highly relevant to the proposal.

### 14.2 Pricing Evaluation

14.2.1 Overall pricing scores for each Tenderer will be based on the following pricing models, which form the sub-criteria of the pricing evaluation:

- A fixed monthly retainer fee for simple matters, queries and routine support, which covers the Tenderer's overall legal services offer, including education and training materials (but excluding complex matters dealt with on a case-by-case basis, as per the below point); and
- A blended hourly rate for matters which are more complex and dealt with on a case-by-case basis, comprising a numerical average of each grade of the Tenderer's fee earner hourly rates, for the purposes of the evaluation scoring.

14.2.2 Prices will be scored on a comparative basis, in respect of each price evaluation sub-criteria, whereby the lowest bid will receive 100% of the

available marks within each of their respective weightings. All other bids within the relevant sub-criteria will be compared against the lowest bid and will be scored in accordance with the following formula to calculate each of the bidder's scores for each sub-criteria:

$$a) \text{ Lowest Monthly Retainer Fee / Competitor Monthly Retainer Fee} = X * 15\% \text{ (weighting)} = X\% \text{ score for sub-criteria}$$

$$b) \text{ Lowest Blended Hourly Rate / Competitor Blended Hourly Rate} = X * 15\% \text{ (weighting)} = X\% \text{ score for sub-criteria}$$

The sum of the weighted scores of a and b in 14.2.2 above provides the final score for the pricing criterion in relation to the overall 30% weighting.

### 14.2.3 Working Example

#### **Formula and weighting:**

- **Sub-criteria score formula:** Lowest Price / Competitor Price = X \* sub-criteria % weighting
- Overall weighting for pricing is 50% and comprises sub-criteria 1 (weighted 20%) and sub-criteria 2 (weighted 30%)

#### **Example calculation:**

- **Sub-criteria 1:** Tender A (Lowest Price) bids £100, Tender B (Competitor Price) bids £110. Sub-criteria 1 weighting is 20%.

$$\text{Tender A: } 20\% \times \frac{100}{100} = 20$$

$$\text{Tender B: } 20\% \times \frac{100}{110} = 18.18$$

Lowest price of £100 = 20% full sub-criteria weight.  
Tender A scores 20.

Competitor price of £110 = 18.18% proportion of the sub-criteria weight of 20%. Tender B scores 18.18.

- **Sub-criteria 2:** Tender A (Lowest Price) bids £120, Tender B (Competitor Price) bids £130. Sub-criteria 2 weighting is 30%.

$$\text{Tender A: } 30\% \times \frac{120}{120} = 30$$

$$\text{Tender B: } 30\% \times \frac{120}{130} = 27.69$$

*Lowest price of £120 = 30% full sub-criteria weight.  
Tender A scores 30.*

*Competitor price pf £110 = 27.69% proportion of the  
sub-criteria weight of 30%. Tender B scores 27.69.*

- **Overall weighting score for price:** sum of each Tenderer's score for each sub-criteria.

*Tender A: 20 + 30 = 50 (scores full 50% of 50% weighting for price)*

*Tender B: 18.18 + 27.69 = 45.87 (scores 45.87% proportion of the 50% weighting for price)*

### **14.3 Equality, Diversity and Inclusion (ED&I), and Environmental Sustainability Evaluation**

The basis for scoring of Tenders in respect of Equality, Diversity, and Inclusion (ED&I) and Environmental Sustainability is set out in Appendices 4 and 5. The ED&I and Environmental Sustainability Questionnaire in Appendix 6 will form the Evaluation Criteria and Tenderer's responses within the ED&I and Environmental Sustainability Questionnaire will be scored in accordance with the below scale.

1	Below standards – proposal has little or no evidence of ED&I and environmental sustainability consideration, no evidence of policies in place, no structured training, Demonstrates non-compliance with relevant laws/regulation
2	Meets standards – proposal has a basic level and/or some evidence of ED&I and environmental sustainability considerations, policies exist but are limited or only meet basic compliance requirements
3	Exceeds standards – proposal has a high level and/or substantial evidence of ED&I and environmental sustainability consideration, evidence of policies in place which go beyond compliance, continuous improvement is evident, no evidence of non-compliance with relevant laws/regulations, structured training is provided

## **15. CONTRACTUAL TERMS**

15.1 Included as part of the procurement documents is the draft contract to be entered into between UK Sport and the successful Tenderer at the conclusion of this Procurement. UK Sport does not intend to amend the terms and conditions of the draft contract, and Tenderers are required to submit their Tenders on the basis of full acceptance of the terms of the draft contract.

15.2 Mark-ups, caveats, qualifications or amendments to the terms of the draft contract are not invited at any stage of this procurement and if you submit these, your Tender may be disqualified.

15.3 The successful Tenderer will be required to sign the contract following award, and this signed contract will incorporate its Tender. There will be no opportunity for the successful Tenderer to negotiate the terms of the contract post award, and by signing the form of tender, Tenderers will be deemed to accept the terms and conditions of the draft contract issued with this ITT.

15.4 Where a Tenderer wishes to raise a clarification or query in respect of the terms and conditions of the draft contract, it must raise this using the clarification process set out in paragraph 7. UK Sport has the final decision as to whether to accept a proposed change or not. Changes must only be suggested where the current draft contract makes the Tenderer's proposal unworkable.

## **16. STAFFING ISSUES AND TUPE**

16.1 Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.

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

17.1 A Tender may not be considered if:

17.1.1 it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or

17.1.2 it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or

17.1.3 the Tenderer fails to provide within 7 days any relevant documentary evidence requested by UK Sport and not supplied with the Tender held by any signatory to the Tender; or

17.1.4 it has attempted or does attempt to make its Tender conditional on the acceptance by UK Sport of any other Tender contract or proposal; or

17.1.5 it does not comply with paragraph 12.

## **18. REJECTION OF TENDER**

18.1 All Tenderers must complete and submit the Declaration contained in Appendix 7 for the purposes of compliance with the Procurement Act 2023 in respect of exclusion

grounds and other material requirements. Tenders submitted without a completed declaration will be rejected from the Procurement.

18.2 UK Sport may reject any Tender (which shall be without prejudice to UK Sport's legal remedies) submitted by a Tenderer who has:

18.2.1 made a misleading or false declaration in any of the Tender Forms;

18.2.2 directly or indirectly canvassed any representative or employee of UK Sport in connection with this Tender, or attempted to obtain information concerning any other tenders or Tenderers;

18.2.3 fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person;

18.2.4 disclosed their tender price (or approximate price) to any person other than UK Sport, except where such disclosure is made in confidence to obtain quotations necessary to the preparation of the Tender;

18.2.5 entered into any agreement with any other supplier to prevent them from submitting a Tender or to limit or restrict their pricing;

18.2.6 made or offered or agreed to make any payment, gift or inducement (of any kind) to any employee or representative of UK Sport, or any other person (whether or not directly connected with UK Sport) to influence any decision relating to this Procurement;

18.2.7 not been willing to commit to social value, by working towards improving its environmental sustainability and its approach to ED&I;

18.2.8 Been convicted of offences constituting any of the exclusion grounds under the Procurement Act 2023, including but not limited to bribery, corruption, conspiracy, terrorism, fraud and money laundering, or tax or social security offences.

18.3 If Tenderers have not paid or entered into a binding arrangement to pay outstanding taxes or social security contributions in full, they may still avoid exclusion from this Tender if only minor amounts are unpaid or if they have not yet had time to do so since learning of the amount due. If the Tenderer is in that position please provide details using a separate document. Tenderers may contact UK Sport for information about how to do this before completing this form.

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

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

## **19. TENDER MATERIAL**

19.1 ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by UK Sport or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of UK Sport or other owners and is released solely for the purpose of tendering.

19.2 If a tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the competition is known.

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

## **20. PUBLICITY AND BRANDING**

20.1 Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful tenderer and UK Sport.

## **21. EQUALITY, DIVERSITY AND INCLUSION AND HUMAN RIGHTS**

Tenderers acknowledge that by submitting their Tender under this Procurement and in the event UK Sport awards the Contract to them and they become the Supplier of the Services as a result, they shall agree as follows:

21.1 The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Act 1975, Equality Act 2010, Disability Discrimination Act or any statutory modification or re-enactment of those acts relating to discrimination in employment or in delivery of the Services.

21.2 The Supplier shall take all reasonable steps to ensure that all employees or agents of the Supplier and all sub-contractors employed in the performance of the Services do not unlawfully discriminate as set out in this clause.

21.3 The Supplier must promote equal opportunities in all activities covered by this agreement and have and actively demonstrate a written equal opportunities policy statement. The Supplier must make the policy statement available to UK Sport when it is requested in writing. The Supplier must put into effect any provision which it may agree with UK Sport relating to equal opportunities and comply with all statutory duties and legislation relating to equal opportunities.

21.4 The Supplier shall provide such information as the UK Sport may reasonably request for the purpose of assessing the Supplier's compliance with this clause.

## **22. ENVIRONMENTAL SUSTAINABILITY**

Tenderers acknowledge that by submitting their Tender under this Procurement and in the event UK Sport awards the Contract to them as a result, they shall agree as follows:

22.1 The Supplier must operate in an ethical and environmentally sound way. As a minimum requirement the Supplier must adhere rigorously to all relevant human rights, labour, social values and environmental laws.

22.2 The Supplier shall provide such information as UK Sport may reasonably request for the purpose of assessing the Supplier's compliance with this clause.

## **APPENDIX 1 - SPECIFICATION**

### **UK SPORT SPECIFICATION – LEGAL ADVICE AND REPRESENTATION PILOT SCHEME FOR HIGH PERFORMANCE COACHES**

#### **Overview**

The Pilot Scheme forms part of UK Sport’s interim support offer and responds directly to the findings of the Whyte Review (2023) and the *Care for Coaches* report (2024), which identified significant gaps in legal support, safeguarding, and professional protection for coaches. The legal advice and representation services to be provided in accordance with this Specification should be delivered in a manner which aligns with UK Sport’s overall 2021-2031 Strategic Plan, including its ED&I and Environmental Sustainability Strategies.

The Specification should be used by the Supplier to ensure that the provision of Services align with UK Sport’s requirements under the Pilot Scheme and is therefore structured as follows:

#### **1. The Pilot Scheme**

- a. Background
- b. Aims and Objectives

#### **2. The Services**

- a. Service Requirements
- b. Quality and Performance Standards
- c. Implementation of Services

#### **3. Pricing**

- a. Budget and Pricing
- b. Quantities

#### **4. Performance Monitoring**

- a. Measuring Performance
- b. Performance Management
- c. Social Value

#### **5. Management**

- a. Roles and Responsibilities
- b. Information and Communication

### **THE PILOT SCHEME**

#### **Background:**

The Pilot Scheme will be delivered as part of a wider package of coach support, which includes access to Sporting Chance’s mental health service (launched in 2024) and a new programme of comprehensive health assessments scheduled for implementation in 2026. Together, these services represent a coordinated effort to address the wellbeing, safety, and professional needs of coaches working in high-performance environments.

This legal support offer will run as a two-year pilot (2026–2027) and will lay the groundwork for a future, sustainable model of coach advocacy and protection to be managed by the future Independent Coaches Body (ICB). The pilot will also inform the long-term legal support model to be delivered through the ICB as a core membership benefit.

### **Aims and Objectives:**

Coaches often face complex employment, disciplinary, and safeguarding challenges without access to consistent or affordable legal support, an area which the Pilot Scheme intends to address. In particular, the findings of the *Care for Coaches* report (UK Coaching & Liverpool John Moores University, 2024) and the Whyte Review (2023) have demonstrated legal support and representation as an unmet need for coaches.

The Pilot Scheme therefore intends to provide access to timely, expert advice and representation across employment matters, contract negotiations, and safeguarding or disciplinary proceedings for coaches in the high-performance system, which UK Sport requires the Supplier to deliver. As part of this, the Services must therefore facilitate UK Sport to meet the following objectives that are vital to the overall aim of the Pilot Scheme:

#### **A. Empower Coaches through Legal Advice and Representation**

Ensure that eligible coaches have access to high-quality legal support services.

#### **B. Deliver a Cost-Effective and Efficient Pilot Scheme**

Ensure the Pilot Scheme is operationally and financially efficient, effective in its delivery, and clearly understood by all stakeholders.

Furthermore, UK Sport is committed to deliver the pilot in a manner that is aligned with the below EDI and Environmental Sustainability priorities, to ensure a well-rounded delivery of UK Sport’s 2021-2031 Strategic Plan.

#### UK Sport’s EDI Strategy priorities:

- Building a more diverse and inclusive team to ensure a broader range of champions and medallists.
- Increasing diversity in leadership across national and international sports bodies.
- Embedding inclusion throughout UK Sport’s programmes and operations.
- Driving EDI with pace and accountability, ensuring sustained progress and cultural change.

#### UK Sport’s Environmental Sustainability priorities:

- Achieving net zero emissions by 2030 for UK Sport’s own operations.
- Enabling the wider high-performance sport sector to have a net positive environmental impact by 2040.
- Supporting National Governing Bodies (NGBs) to develop tailored Environmental Sustainability Action Plans.
- Promoting responsible procurement, sustainable event hosting, and carbon literacy.

## **THE SERVICES**

### **Service Requirements**

#### Mandatory Service Components:

The successful supplier(s) will be expected to deliver the following components:

#### *1. Legal Services Retainer*

A monthly retainer agreement to provide support with routine legal matters, including:

- Contract renewals and negotiations
- Terminations and exit processes
- Day-to-day employment issues (e.g. disciplinary matters, discrimination, HR queries)
- Legal advice on selection decisions and Equality Act compliance

The retainer model should:

- Allow roll-over of unused monthly funds
- Include regular reviews to adjust retainer levels based on usage
- Be based on pre-agreed hourly rates with transparent reporting
- Cover the development and delivery cost of any materials offered by the Supplier which promotes education and awareness of coaches’ legal needs (see ‘Education and Awareness’ in Mandatory Service Component 4 below)

#### *2. Case-by-Case Legal Support*

Provision of legal representation for complex or exceptional matters, including:

- Sport Integrity investigations
- Serious complaints and disciplinary procedures
- Selection challenges
- High-risk or protracted employment disputes

Support should be:

- Delivered under fixed-price agreements where possible
- Capped per case or individual to ensure budget control
- Subject to prior approval and aligned with UK Sport’s funding protocols

#### *3. Legal Services Offer and Protocol*

Development of a clear and transparent policy outlining:

- Scope of services under the Legal Services Retainer developed in conjunction with UK Sport
- Access procedures for legal support
- Escalation routes for complex cases
- Oversight and reporting mechanisms to ensure accountability and appropriate use of public funds

#### *4. Education and Awareness*

Creation of educational resources and materials to empower coaches in respect of their legal needs and rights, including (though not limited to):

- Guides, FAQs, and video content on employment rights and legal processes
- Proactive support to reduce reliance on reactive legal intervention

### **Quality and Performance Standards**

The Services must conform to industry standards and the Supplier must work in line with SRA (Solicitors Regulation Authority) standards to ensure the Pilot Scheme is delivered as effectively as possible and in a compliant manner.

### **Implementation of Services**

The Pilot Scheme will run for a period of two years, commencing on the Service Commencement Date and concluding in early 2028. Participation in the Pilot Scheme will be offered on an opt-in basis to approximately 450 eligible coaches. UK Sport will actively promote the Pilot Scheme to maximise engagement and ensure that the benefits of the service are accessible across the high-performance coaching community.

The aim is to appoint a single Supplier for a two-year contract, with a break clause included at 12-months to allow for a comprehensive performance review and, if necessary, strategic realignment of the Pilot Scheme. This approach ensures that the pilot remains responsive to the needs of coaches and stakeholders, and that any lessons learned can be incorporated into the ongoing development of support services for the high-performance coaching workforce.

Break clause:

- UKS has the right to terminate only at their convenience;
- upon 3 months written notice; and
- the break clause is only effective after 12 months from the commencement date.

### **PRICING**

## **Pricing and Budget**

For this project, bidders should work to an indicative budget figure of **£400,000-450,000 (inclusive of VAT)** over the whole of the Pilot Scheme Contract period. Tenderers are asked to clearly outline their pricing according to the following pricing models:

- Monthly legal retainer fee, for routine and less complex queries and support it may cover, comprising the overall legal service offer (with the exception of complex, case-by-case matters charged at an hourly rate) and which builds in the costs associated with developing and delivering educational materials to promote awareness; and
- Hourly rates for each fee earner grade, for more complex legal matters.

## **Quantities**

For planning purposes, tenderers should work on the premise that the service will need to accommodate the legal support needs of up to 450 coaches over the two-year pilot period. While actual uptake may vary, proposals should be scalable and financially transparent to support effective decision-making and budget management.

## **PERFORMANCE MONITORING**

### **Measuring Performance**

To monitor the effectiveness of the Pilot Scheme and track engagement, the appointed Supplier will be required to submit monthly bespoke management information reports, including data on assessment uptake and geographical distribution, particularly in high-density coaching locations. In addition, UK Sport will conduct formal reviews at 6, 12, and 18 months, as well as at the end of the contract, to assess performance, identify emerging trends, and inform future decisions regarding coach support services and the development of the Independent Coaches Body (ICB).

Performance will be monitored against the KPIs set out in the Contract.

### **Performance Management**

In the event it becomes apparent in any of the formal reviews that the Supplier's performance is falling below standard, UK Sport may instruct the Supplier to follow the remediation plan procedure as set out in the Contract, for a period it so requires to demonstrate improvement.

### **Social Value – ED&I and Sustainability**

UK Sport is committed to partnering with organisations that demonstrates a genuine and proactive commitment to Equality, Diversity & Inclusion (ED&I) and Environmental Sustainability. In line with our Strategic Plan and ED&I Strategy, we are looking to collaborate with providers who not only understand the importance of these values but actively embed them into their operations, services, and culture.

## **INFORMATION AND MANAGEMENT**

### **Roles and Responsibilities**

The initial setup and organisation of the Pilot Scheme will be developed collaboratively between UK Sport and the appointed provider. Once operational, the provider will assume responsibility for all day-to-day administration and ongoing management of legal support services to ensure timely, high-quality advice and assistance. UK Sport will retain oversight of the financial aspects of the Pilot Scheme and will work closely with the provider to ensure compliance, efficiency, and continuity of service delivery. Eligibility criteria of the coaches will be defined and managed by UK Sport.

### **Information and Communication**

All project-related information and communications between UK Sport (UKS) and the Supplier will be managed through clearly defined channels to ensure transparency and efficiency. Each party will appoint a dedicated Account Manager who will act as the primary point of contact. Day-to-day communication will be conducted via email and telephone. Formal management meetings will take place on a monthly basis to review progress, address issues, and agree on next steps; additional meetings may be scheduled as required to resolve urgent matters or discuss strategic changes. All decisions, actions, and updates will be documented to maintain accountability. The detailed communication framework, including reporting formats, escalation routes, and collaboration tools, will be finalised in consultation with the appointed provider at project initiation to ensure it is practical, effective, and mutually agreed.

## APPENDIX 2 - PRICING

### Potential Evaluation Framework

All submitted tenders will be assessed against the following weighted criteria. Bidders are encouraged to provide clear, concise, and evidence-based responses that demonstrate their capability, approach, and alignment with UK Sport's values.

### Price (30%)

In your proposal, please provide costings against the following pricing elements:

#### Monthly retainer fee (15%)

This should cover the costs of your overall legal services offer and in particular, support for routine legal matters, such as those set out in the Specification (contract renewals, exit processes, ad-hoc advice on employment issues, etc.). It should also build in the costs of the development and delivery of educational resources and training materials geared towards raising awareness as part of your overall legal services offer. Complex matters that are handled on a case-by-case basis shall be under the chargeable hour model set out below.

Please detail the cost of your monthly retainer fee, based on the following:

- A maximum number of hours included under the retainer per month (please detail).
- The provision of education and training materials throughout the term of the Pilot Scheme.

#### Case-by-case chargeable hours (15%)

This pricing model should cover complex or exceptional matters beyond routine legal support, which require a greater level of support, analysis and representation. Please provide the following:

- The hourly rates for each of your firm's fee earner categories (please refer to paragraph 1.2 of Schedule 4 of the draft Contract for fee earner categories).
- A numerical average of the fee earner rates, forming a 'blended rate', which shall comprise the total of each of the hourly rates, divided by the number of fee earner categories – *(total fee earner rates) / number of fee earner categories*.

#### 1 A4 Page

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*File format: Word or PDF only*

## APPENDIX 3 - QUALITY

### Quality of Service Provision (50%)

#### 1. Service Model, Expertise, and Coach-Centred Delivery (20%)

In your proposal, please set out your bespoke legal services offer which you intend to develop and deliver specifically for the Pilot Scheme. Please cover the following:

- Clearly describe your proposed service model (e.g. single provider, panel, aggregator), and explain its relevance and suitability for the needs of high-performance coaches.
- Outline the scope and depth of your legal expertise, specifically addressing employment, safeguarding, disciplinary, and sport-specific matters.
- Detail your protocols for access, escalation, and case management, including how coaches will engage with the service and how complex or urgent cases will be handled.
- Explain your approach to delivering a coach-centred service, highlighting how you will ensure responsiveness, confidentiality, and a positive user experience.

7 A4 Pages

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*File format: Word or PDF only*

#### 2. Experience and Track Record (15%)

In your proposal, please:

- Demonstrate your experience delivering legal services in sport, employment law, safeguarding, or similar contexts.
- Provide case studies or examples of previous work with comparable organisations or clients.
- Include references or testimonials from relevant stakeholders to evidence your track record.
- As part of your submission, please provide a short CV for each member of the proposed delivery team who will be directly involved in the project. CVs should include:
  - Relevant qualifications and professional experience
  - Specific roles and responsibilities within the proposed project
  - Previous experience on similar projects
  - Any certifications or accreditations relevant to the scope of work
  - CVs should be no longer than one page per individual

5 A4 Page plus CVs for each member of the delivery team (CVs will not be included in the maximum page count).

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*File format: Word or PDF only*

### **3. Governance and Oversight (10%)**

In your proposal, please:

- Describe your approach to reporting, monitoring, and accountability for the service.
- Outline your data protection and confidentiality protocols.
- Explain the mechanisms you will use to ensure the ethical use of public funds.

4 A4 Page

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*File format: Word or PDF only*

### **4. Education and Empowerment (5%)**

In your proposal, please:

- Present your plans to develop educational resources for coaches (such as guides, videos, or FAQs).
- Describe your strategies to promote proactive legal awareness and reduce reliance on reactive support.

The education and empowerment piece is intended to raise awareness around the legal needs of coaches within the high-performance system and how they can recognise and take better control of their affairs. Your plans and strategies may therefore include, for example, newsletters or podcasts to raise awareness of legal rights specifically in the context of coaches within the high-performance system, dissemination of information to coaches and signposting, FAQs for coaches, etc. We would expect a minimum of one new educational resource per quarter and welcome interactive, video, and/or document-based content.

3 Pages A4 plus a maximum of two examples of educational resources (examples of educational resources will not be included in the maximum page count).

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*File format: Word or PDF only*

## APPENDIX 4 – ED&I

### **Equality, Diversity and Inclusion (weighting – 10%)**

Complete the questions contained in the ED&I and Environmental Sustainability Questionnaire (Appendix 6), referencing any relevant policies/documents as identified in the questions and criteria set out below. UK Sport reserves the right to request evidence of such policies and documentation of the Supplier following Evaluation, or of any Tenderer at any stage of the Procurement (noting that the policy document itself will not scored).

#### **Part A (5%):**

Evaluation of the Tenderer’s compliance with statutory obligations and commitment to equality.

<b>Criteria</b>	<b>Question(s)</b>	<b>Score (1-3)</b>	<b>Reviewer Comments</b>
Written policies for equality compliance: the Tenderer has a policy	5, 9		
Equal opportunities policy coverage: if the Tenderer has a policy, it covers all/limited/none of the protected characteristics	6, 9		
Equality policy details: includes implementation and monitoring	7, 9		
Promotion of equality (applicable only where the Tenderer does not have a policy): evidence of proactive measures	9 (only if Tenderer has answered 'no' to 6, 7 and 8)		
Ownership by underrepresented	10		

groups: Tenderer is able to provide ownership details			
Contract termination history: no history or justified explanation	11		
Formal investigations by EHRCL no investigations or resolved appropriately	12		
Actions taken following investigation by the EHRC: clear, corrective actions taken and implemented	13		

**Part B (5%):**

Evaluation of the additional practices supporting equality and inclusion.

<b>Criteria</b>	<b>Question(s)</b>	<b>Score (1-3)</b>	<b>Reviewer Comments</b>
Managerial equality training: training is mandatory and documented	14		
Training details: comprehensive and relevant training listed in Tenderer's response	15		
Protection from discrimination: Tenderer has procedures in place and they are effective	16		
Procedure details: the Tenderer's procedures are clear and actionable	17		

Sub-contracting plans: Tenderer discloses any plans to sub-contract and they are justified	18		
Sub-contractor equality evidence: Tenderer have requested and reviewed evidence of the sub-contractor (applicable only where the Tenderer has plans to sub-contract)	19, 20 (only where Tenderer has answered 'yes' to 18)		
Additional equality and information: relevant and demonstrates commitment to equality	21		

## APPENDIX 5 – ENVIRONMENTAL SUSTAINABILITY

### Environmental Sustainability (weighting – 10%)

Complete the questions contained in the ED&I and Environmental Sustainability Questionnaire (Appendix 6), referencing any relevant policies/documents as identified in the questions and criteria set out below. UK Sport reserves the right to request evidence of such policies and documentation of the Supplier following Evaluation, or of any Tenderer at any stage of the Procurement (noting that the policy document itself will not be scored).

Evaluation of the supplier’s sustainability policies, practices and certifications.

<b>Criteria</b>	<b>Questions</b>	<b>Score (1-3)</b>	<b>Reviewer Comments</b>
Public sustainability policy: Tenderer has a policy and it is publicly available	22		
Policy scope and details: Tenderer’s policy covers goods/services supplied	23		
Review of environmental/social impacts: Tenderer conducts and documents such review	24		
Objectives and achievements: Tenderer sets clear targets and progress towards objectives is shown	25		
Carbon emissions reporting: scope 1,2,3 reported and verified	26		

Carbon reporting details: methodology and targets provided in Tender response	27		
Certified systems (e.g. ISO): Tenderer has certifications or systems in place	28, 29		
External sustainability reporting: reports published and accessible	30, 31		
Employee sustainability training: training provided and documented by Tenderer	32, 33		
Environmental/social prosecutions: none, or resolved with actions	34, 35, 36, 37		
Ethical sourcing policy: Tenderer has policy and it covers key areas	38, 39		

## **APPENDIX 6 – ED&I and ENVIRONMENTAL SUSTAINABILITY PROCUREMENT QUESTIONNAIRE**

Please complete the ED&I and Environmental Sustainability Questionnaire contained in the following link:

[EDI and Environmental Sustainability Questionnaire](#)

**Please note this link was updated 1530 hrs 28<sup>th</sup> November 2025**

**A Word and PDF version is also provided. Suppliers can submit the questionnaire via the option that works best for them.**

## APPENDIX 7 - DECLARATION

### TENDER DECLARATION

**To:** UK Sport

**Re:** [Tender Reference Number] – Tender for provision of Comprehensive Legal Representation and Advice Pilot Scheme for Coaches within the British High-Performance System.

**Date:** [Date]

I/We, the undersigned, being duly authorised to represent [Supplier Name] (the "Supplier") in relation to the above tender, hereby make the following declarations:

#### 1. NO CANVASSING

I/We declare that:

1.1 The Supplier has not canvassed or solicited any member, officer, employee or agent of the Contracting Authority in connection with this tender or the award of the contract.

1.2 The Supplier has not directly or indirectly obtained or attempted to obtain information from any member, officer, employee or agent of the Contracting Authority concerning any other tenderer or tender.

1.3 The Supplier has not offered or given any person any gift, consideration or inducement to influence the award of the contract or to obtain information in connection with the tender.

#### 2. INSURANCE REQUIREMENTS

I/We declare that:

2.1 The Supplier currently maintains, or will maintain prior to the Contract Commencement Date, adequate and appropriate insurance cover as follows:

- **Public Liability Insurance:** Minimum cover of £[amount] per claim
- **Employer's Liability Insurance:** Minimum cover of £[amount] as required by law
- **Professional Indemnity Insurance** (if applicable): Minimum cover of £[amount] per claim
- **Product Liability Insurance** (if applicable): Minimum cover of £[amount] per claim

2.2 The Supplier will maintain such insurance throughout the duration of the contract and will provide evidence of such insurance upon request.

#### 3. MANDATORY EXCLUSION GROUNDS – CRIMINAL CONVICTIONS

I/We declare that neither the Supplier nor any connected person has been convicted of any offence constituting a mandatory exclusion ground under Schedule 6 of the Procurement Act 2023, including but not limited to:

### ***3.1 Fraud Offences***

No conviction for:

- Conspiracy to defraud at common law
- Offences under sections 1 to 13, 17 to 21, 22, 23, 24A or 25 of the Theft Act 1968
- Offences under section 3 of the Theft Act 1978
- Offences under sections 2, 3, 4, 6 or 7 of the Fraud Act 2006
- Offences under section 993 of the Companies Act 2006 (fraudulent trading)
- Offences under sections 327, 328 or 329 of the Proceeds of Crime Act 2002 (money laundering)

### ***3.2 Bribery Offences***

No conviction for:

- Offences under sections 1, 2 or 6 of the Bribery Act 2010
- Offences under section 113 of the Representation of the People Act 1983 (bribery of electors)

### ***3.3 Tax Offences***

No conviction for:

- Cheating the public revenue at common law
- Being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of tax
- Offences under sections 45 or 46 of the Criminal Finances Act 2017 (failure to prevent facilitation of tax evasion)

### ***3.4 Cartel Offences***

No conviction for offences under section 188 of the Enterprise Act 2002 (cartel offence)

### ***3.5 Other Mandatory Exclusion Offences***

No conviction for:

- Corporate manslaughter or corporate homicide under section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007
- Terrorism offences listed in sections 41 or 42 of the Counter-Terrorism Act 2008
- Modern slavery and human trafficking offences under sections 1, 2, 4 or 30 of the Modern Slavery Act 2015
- Labour market offences including under section 31(1) of the National Minimum Wage Act 1998 and the Gangmasters (Licensing) Act 2004
- Organised crime offences under section 45 of the Serious Crime Act 2015

### **3.6 Ancillary Offences**

No conviction for aiding, abetting, counselling, procuring, inciting, attempting or conspiring to commit any of the above offences

## **4. DISCRETIONARY EXCLUSION GROUNDS – ENVIRONMENTAL SANCTIONS**

I/We declare that:

4.1 Neither the Supplier nor any connected person has been convicted of an offence (whether in or outside the United Kingdom) where 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.

4.2 The Supplier has not been subject to any environmental sanctions, enforcement actions or regulatory proceedings that would constitute grounds for discretionary exclusion under the Procurement Act 2023.

## **5. CONNECTED PERSONS**

I/We confirm that:

5.1 For the purposes of this declaration, "connected person" in relation to the Supplier includes: persons with significant control over the Supplier, directors or shadow directors, parent or subsidiary undertakings, predecessor companies, and any person with the right to exercise or who actually exercises significant influence or control over the Supplier.

5.2 The declarations made in sections 3 and 4 above apply equally to all connected persons as defined.

## **6. SELF-CLEANING MEASURES (if applicable)**

If any exclusion ground applies or has applied to the Supplier or any connected person, the Supplier has taken the following self-cleaning measures to demonstrate rehabilitation:

- Compensation paid to affected parties
- Termination of relationships with responsible individuals
- Restructuring or strengthening of compliance and oversight
- Demonstrable changes in culture, governance or internal controls
- Full cooperation with any investigations or inquiries

[Delete this section if not applicable]

## **7. GENERAL DECLARATIONS**

I/We further declare that:

7.1 All information provided in this tender and supporting documentation is true, accurate and complete to the best of my/our knowledge and belief.

7.2 The Supplier has not engaged in grave professional misconduct, serious misrepresentation in procurement processes, anti-competitive conduct, or breach of obligations in past contracts that would constitute grounds for exclusion.

7.3 The Supplier is not subject to bankruptcy or insolvency proceedings.

7.4 The Supplier will immediately notify the Contracting Authority if any of the circumstances declared above change during the tender process or, if successful, during the contract period.

7.5 I/We understand that the Contracting Authority will give the Supplier a reasonable opportunity to make representations before deciding whether the Supplier is an excluded or excludable supplier.

7.6 I/We acknowledge that providing false or misleading information may result in:

- Exclusion from this procurement
- Termination of any contract awarded
- Referral to appropriate authorities for investigation
- Debarment from future public procurement opportunities

## **8. AUTHORITY TO SIGN**

I/We confirm that I/we have the authority to submit this tender and make these declarations on behalf of the Supplier.

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Organisation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX 8 - REFERENCES

### **Reference 1**

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

### **Reference 2**

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

## APPENDIX 9 - CHECKLIST

To facilitate the completion and submission of Tenders, this checklist provides Tenderers with a list of actions to complete as part of the Procurement process.

<b>Action</b>	<b>Completed (tick)</b>
Submitted any clarification questions	
Received responses to clarification questions	
Tenderer data completed	
Tender response produced	
ED&I and Sustainability Questionnaire completed	
Declaration form completed	
References form completed	
Collation of evidence of insurance should UK Sport request it	
Collation of evidence of ED&I and Sustainability policies should UK Sport request them	

## APPENDIX 10 – TENDERER DATA

Please complete and return the below with your Tender submission.

### TENDERER DETAILS

<b>Tenderer Name:</b>	
<b>Company number:</b>	
<b>Registered address:</b>	
<b>VAT number (if applicable) :</b>	
<b>Is your Company an SME?*</b>	YES/NO
<b>Are you on the debarment list ?</b>	YES/NO

*\*SME definition requires that two out of three characteristics are met – turnover (less than £25m), employees (less than 250), and gross assets (less than £12.5m).*

**CENTRAL DIGITAL PLATFORM**

<b>What is your Central Digital Platform** unique identifier?</b>	
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*You must be registered on the Central Digital Platform (CDP)\*\**

**CONTACT DETAILS:**

<b>Primary contact name:</b>	
<b>Email address:</b>	
<b>Contact number:</b>	