

in partnership with



*Tender for the provision of public art commissions in faughan valley woodlands, glenshane road, bt47 3sn.*

**Tender submission deadline: 4pm FRIDAY 4TH SEPTEMBER 2020**

***NEC3 Engineering and Construction Short Contract (ECSC)***

***Document 3 of 8 – PQQ MEMORANDUM OF INFORMATION (moi)***

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# 1 OVERVIEW

## 1.1 PRE-QUALIFICATION DOCUMENTATION

This MoI document is a standard part of the Pre-qualification Documentation to be used for the procurement of the project.

The Pre-qualification Documentation is arranged as described in Table 1 below;

|  |
| --- |
| **TABLE 1** |
| **Document** | **Section** | **Content** |
| MoI |  | Generic Information & Guidance and Contract Specific Information |
| Pre-Qualification Questionnaire Package (PQQP) | A | General Information about the Artist |
| B | Information on past performance, economic and financial standing and professional conduct |
| C | Health and Safety |
| D | Technical and/or Professional ability |
| E | Declarations |
| F | Document return Register |

## 1.2 PURPOSE OF MEMORANDUM OF INFORMATION

The purpose of this Memorandum of Information (MoI) is to provide the Artist with preliminary information to enable it to prepare its PQQP response

## 1.3 PROCUREMENT PROCESS

The PQQ procurement process is as follows:-

* Artists submit their PQQP by the specified closing date and time.
* The PQQ will be assessed on a ‘Pass’ / ‘Fail’ basis.
* Only those Artists who pass all Sections of the PQQ will have their invitation to tender (ITT) stage submissions assessed. Refer to Instructions to Tenderers for more information on the next stage.

## 1.4 PURPOSE OF THE PRE QUALIFICATION PROCESS

The purpose of this pre-qualification process is to provide the Employer with sufficient information to allow Artists to be selected to move forward to the ITT (Invitation to Tender) stage.

Artists responses to the PQQP will be evaluated against the criteria set out in the MOI. Artists must respond to all the questions in the PQQP and must provide all the supporting information requested.

## 1.5 INVITATION TO TENDER (ITT) STAGE

Further information on this process is provided in the Instruction to Tenderers document (Document 1).

## 1.6 CONSORTIA SUBMISSIONS

The enterprise submitting a completed PQQP is referred to as the Artist whether it is a single company or organisation, or a Consortium. The Artist, if successful in the tender competition, will take contractual and organisational responsibility for delivering the contract.

Where an Artist is a Consortium (of two or more enterprises) it shall designate a “Lead Enterprise” which will be its point of contact for the competition.

In the case of a Consortium, **each Consortium member shall complete a separate copy of the PQQ (Section A, B and C).** Failure by any member of the Consortium to meet the minimum requirements will result in the entire Consortium being rejected.

The Lead Enterprise shall complete **a single copy of PQQ** on behalf of the whole Consortium.

**CHANGES TO A CONSORTIUM’S STRUCTURE DURING THE PROCUREMENT PROCESS**

The members of a Consortium submitting a tender must be the same as those named within the submitted PQQP.

An Artists tender which does not include the same Consortium members structure as listed in the PQQP will, except in exceptional circumstances, (e.g. Consortium member goes into administration, ceases trading or becomes bankrupt) be rejected.

Artists should note that for any proposed change to be considered the change must be supported by robust reasoning and any replacement Consortium member must be assessed by the Employer as being at least equal, in all respects, to the Consortium member being replaced.

If there is a change to an Artists Consortium before it submits its tender, it must seek prior approval for any change from the Employer by:

* explaining in writing to the Employer the reasons (e.g. Consortium member goes into administration, ceases trading or bankruptcy etc.) for any change; **and**
* providing full details of any proposed replacement/alternative member (This will entail the completion of the relevant sections of PQQ which will be reassessed. The revised score awarded must be equal to or higher than that attained by the Consortium member being replaced for the change to be accepted).

This will be a matter for the sole discretion of the Employer who will only consider a request for approval of such changes if it is received at least 14 calendar days prior to the date for submission of tenders.

# 2 REQUIREMENTS FOR THE ARTIST TEAM

## 2.1 GENERAL

The Employer is seeking to identify an Artist Team that together will have all of the right skills and are considered most capable of working in partnership, to identify the optimal solution and of delivering it as efficiently and safely as possible.

## 2.2 HEALTH AND SAFETY

Health and safety is paramount to the Employer, the Artist will comply with all relevant legislation and Codes of Practice.

# 3 MEMBERSHIP OF MORE THAN ONE CONSORTIUM

In all circumstances, the Artist is responsible for managing the integrity of its Team.

The Artist must ensure that in structuring its Team it can:

* Fulfil its tender requirements;
* Act independently of any other Artist Team; and
* Submit a bona fide competitive tender.

An enterprise may act as a Sub, or be part of the supply chain, in more than one Artist Team.

However, an Artist would have knowledge of the price and other aspects of its tender that would cause it to have a conflict of interest and give rise to a risk of collusion if it were also to participate as part of another Artist Team. If an enterprise is considering participating in this way, it shall advise the Employer of this in advance and in any event, a minimum of 1 week prior to the PQQP Submission date. The enterprise will need to demonstrate to the Employer’s satisfaction that there is no collusion or conflict of interest. The Employer reserves sole discretion to decide on whether an enterprise shall be permitted to participate in this manner.

Where two or more enterprises, that are part of a larger business group or holding or are linked in some way, wish to participate in different Artist Teams, it is possible that a relationship of control may exist which could affect the independence and confidentiality of the PQQP/tender preparation. If enterprises which are linked in this way wish to participate in this competition, then they shall advise the Employer of this as soon as possible, and in any event, a minimum of 1 week prior to the PQQP Submission date. They will need to demonstrate to the Employer's satisfaction that the independence and confidentiality of their PQQPs/tenders has not been compromised, and that there is no collusion or conflict of interest. The Employer reserves sole discretion to decide on whether an enterprise shall be permitted to participate in this manner.

# 4 LEGAL & COMMERCIAL

**LEGAL STRUCTURE OF ARTIST**

The Employer will require the successful Artist to structure itself so that the following legal and organisational requirements are met:

* The Artist is the single point of contact that takes contractual responsibility for delivering the contract and interfacing with the Employer; and
* The legal obligations and liabilities of the Artist are borne by an entity or entities which satisfy the financial and economic requirements referred to within the PQQP (having regard, where the Artist so proposes, to any parent or ultimate holding company which will provide a guarantee or guarantees for that purpose).

An Artist that is a Consortium is reminded that should it win the tender, the Consortium members must provide joint and several liability to the Employer for the performance and fulfilment of the terms of the Contract prior to award. Minimally, a letter from a Solicitor representing the Consortium will be required confirming a formal agreement has been entered into by the Consortium members that provides joint and several liability to the Employer.

The contract between the Employer and the successful Artist will be as identified in Document 1 Instructions to Tenderers and shall be governed by the laws of Northern Ireland and any dispute arising out of this procurement will be subject to the exclusive jurisdiction of the Courts of Northern Ireland.

# 5 PQQP SUBMISSION

Submission as per Instructions to Tenderers

# 6 DISCLAIMERS

Only the express terms of any written Contract relating to the subject matter of the MoI, as and when it is executed, shall have any contractual effect in connection with the matters to which it relates.

These provisions extend to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this pre-qualification documentation (including its appendices) and in respect of any other written or oral communication transmitted or otherwise made available to any person, and no representations or warranties are made in relation to such opinions, statements or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Employer.

Any persons considering making a decision to enter into a contractual relationship with the Employer as a result of this procurement process should make their own investigations and their own independent assessment of the Contractor’s role and should seek their own professional financial, legal and other advice. This document should not be regarded as an investment recommendation made by the Employer. Each person considering making a decision to enter into contractual relationships with the Employer must rely on its own enquiries and on the terms and conditions set out in those contract(s) as and when finally executed, subject to such limitations and restrictions as may be specified in such contract(s). Neither the issue of this MoI nor any of the information presented in it should be regarded as a commitment or representation on the part of the Employer to enter into a contractual arrangement.

None of the information contained in this MoI, or any part of the pre-qualification documentation shall constitute a contract or part of a contract in any way, and none of the information is or should be relied on as a promise or representation as to the Employer’s ultimate decisions in relation to this contract.

No contractual rights, express or implied, arise out of the procedures set out in this MoI.

Submitting a completed PQQP does not guarantee that the Contractor will be invited to tender or participate in the later stage(s) of the procurement process.

This competition may be terminated or suspended at any time without cost or liability to the Employer.

In this document, words such as "anticipate", "expects", "projects", "intends", "plans", "believes", “envisages”, "will", and words and terms of similar substance, indicate the present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described.

The Employer reserves the right to disqualify any Contractor who:

* Provides information or confirmations which later prove to be untrue or incorrect;
* Does not supply the information required by this MoI or the PQQP or as directed otherwise by the Employer during the procurement process;

* Fulfils any one or more of the criteria detailed MoI;

The Employer reserves the right to require the submission of any additional, supplementary or clarification information as it may, at its absolute discretion, consider appropriate.

The Employer reserves the right:

* To waive any requirements of this procurement process (to the extent permitted by law);
* To disqualify any Contractor who does not submit a compliant response in accordance with the instructions in this MoI or PQQP;
* To withdraw this document or procurement process at any time or to re-invite responses on the same or any alternative basis;
* Not to award any contract as a result of the current procurement process; and
* To make whatever changes it sees fit to the timetable, structure or content of the procurement process, dependent on the Employer approval processes or for any other reason.

The submission of a completed PQQP will be deemed to imply the Contractor’s acceptance of the foregoing provisions without qualification.

# 7 PQQ EVALUATION

Each criterion in PQQ shall be assessed in accordance with the Table below.

|  |
| --- |
| **PQQ - EVALUATION** |
| **SELECTION CRITERIA** | **EVALUATION APPROACH** | **MINIMUM REQUIREMENT FOR A CONTRACTOR** | **MINIMUM REQUIREMENT FOR CONSORTIUM LEAD ENTERPRISE (WHERE APPLICABLE)** | **MINIMUM REQUIREMENT FOR A CONSORTIUM MEMBER (WHERE APPLICABLE)** |
| (A-01) | NOT USED | INFORMATION ONLY | INFORMATION ONLY | INFORMATION ONLY |
| (A-02) | NOT USED | INFORMATION ONLY | INFORMATION ONLY | INFORMATION ONLY |
| (A-03) | NOT USED | INFORMATION ONLY | INFORMATION ONLY | INFORMATION ONLY |
| (B-01) | PASS/FAIL | PASS | PASS | PASS |
| (B-02)(B-03) | PASS/FAILPASS/FAIL | PASSPASS | PASSPASS | PASSPASS |
| (B-04) | PASS/FAIL | PASS | PASS | PASS |
| (C-01) | PASS/FAIL | PASS | PASS | PASS |
| (D-01) (if answered by Artist) | PASS/FAIL | PASS | PASS | PASS |
| (D-02) (if answered by Artist) | PASS/FAIL | PASS | PASS | PASS |
| E1) | PASS/FAIL | PASS | PASS | PASS |

If an Artist, Consortium Lead Enterprise’s or Consortium member is assessed as a ‘Fail’ under any criteria, then the Contractor will not be considered further in this competition.

Section D relates to the Artists experience and the questions are split depending on the work (Main and Secondary commissions and AR APP). The Artist shall choose which one to answer depending on the commissions chosen.

All Artists which pass this first stage (PQQ Stage) will proceed to Stage 2 ITT which is a scored assessment.

# 8 GENERAL GUIDANCE ON COMPLETION OF THE PQQP

The PQQP should be read in conjunction with the MoI.

**Failure by an Artist to complete all questions fully and in accordance with all requirements therein and to return the PQQP and all supporting information required by the PQQP submission date and time may result in the Artists submission being rejected as set out in Section 10 of this document.**

All questions must be answered in clear English. Abbreviations will only be accepted where the abbreviation is commonly used in English and/or within the construction industry. Abbreviations must in the first instance be fully spelt out followed, in brackets, with the standard abbreviation [e.g. Integrated Supply Team (IST)]. Words must be clearly separated by a space and have a font size no smaller than equivalent to 12 pt Arial. Answers failing to meet this standard may result in the submission being rejected.

A non-UK based Artist is requested to answer any of the questions in this questionnaire that specifically refer to UK legislation by substituting, where relevant, the appropriate legislation or code of practice which is equivalent and applicable in its domestic jurisdiction.

The Employer reserves the right to require evidence or additional evidence in relation to any answer given to questions in this questionnaire.

The Artist must, without undue delay, inform the Employer of any changes to the information provided in response to any questions in this questionnaire that may arise at any time during the Artists participation in this procurement process.

Unless specifically requested in the questionnaire, additional supporting information beyond that typed into the text boxes, will not be assessed. No general marketing or promotional material from the Artist or any Consortium member, or Subcontractor either in answer to any of the questions or for any other reason, should be included.

Where supporting information is specifically requested it should be clearly marked with the number of the question in the PQQP to which it relates. This additional information must be in a font size no smaller than equivalent to 12pt Arial and be submitted in Microsoft Word format. If there is a need to compress files please use WinZip using file extension “.zip”.

An Artist must ensure that its response to each question is relevant and focused on addressing the question asked. Each question will be evaluated only on the information provided in the response text box(es) provided for that particular question and any specifically requested and referenced appendices. **No recognition will be given in a particular question for information stated in response to any other question or elsewhere in the PQQP.**

# 9 SPECIFIC GUIDANCE FOR COMPLETION OF SECTIONS WITHIN PQQP

## 9.1 SECTION A – CONTRACTOR (ARTIST) GENERAL INFORMATION

**INFORMATION TO BE SUBMITTED AND MINIMUM REQUIREMENTS TO BE ACHIEVED**

Failure to fully complete the required elements of Section A may result in your PQQP being rejected. In the case where the Artist is a Consortium, **each member of the Consortium must complete a separate copy of the PQQ,** including Section A.

In the event that any Consortium member fails to meet this requirement then the entire PQQP **will** be **rejected.**

**[A-01] ADMINISTRATIVE INFORMATION**

In the case of a Consortium, where each Consortium member is completing a copy of the PQQ, then each Consortium member should indicate its own relevant administrative information in the text boxes provided.

**[A-02] CONSORTIUM DETAILS**

In the case of a Consortium the Lead Enterprise should indicate the name of the consortium (if known), in the text box provided.

Where each Consortium member is completing a copy of the PQQ, then each member of the consortium should indicate its own relevant administrative information in the text boxes provided.

Indicate your position as a single enterprise or your role in a Consortium by selecting “Yes” in the appropriate box in the table provided.

**[A-03] NAMED CONTACT DETAILS**

Once your PQQP has been submitted the Employer shall not be responsible for contacting your organisation in relation to this procurement through any route other than the nominated contact you have indicated.

In the case of a Consortium this shall be a representative of the identified “Lead Enterprise”.

## 9.2 SECTION B – PAST PERFORMANCE, ECONOMIC AND FINANCIAL STANDING AND PROFESSIONAL CONDUCT

**INFORMATION TO BE SUBMITTED AND MINIMUM REQUIREMENTS TO BE ACHIEVED**

Failure to fully complete Section B, or provide any item of the supporting evidence requested may result in your PQQP being rejected.

In the case where the Artist is a Consortium, **each member of the Consortium must complete a separate copy of the PQQ,** including Section B.

In the event that any Contractor or Consortium member, fails to meet the minimum financial standing, fails to fully complete the compliance questions or for any other reason are deemed ineligible in accordance with this Prequalification Documentation then the entire PQQP **may** be **rejected.**

**[B-01] EQUALITY OF OPPORTUNITY/UNLAWFUL DISCRIMINATION**

The Artist shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation.

The Artist shall ensure the observance of all applicable fair employment, equality of treatment legislation and antidiscrimination legislation by all its servants, agents, employees, and Subs.

If an Artist answers ‘Yes’ to question [B-03], then it must provide sufficient evidence that appropriate action has been taken as a result of any unlawful discrimination or findings by the Equality Commission. If this action is not considered appropriate, then this may result in the Contractor’s PQQP being rejected, as follows.

**PASS/FAIL INDICATORS INDICATORS**

* **PASS** : The actions taken by the Artist as a consequence of the findings are appropriate.
* **FAIL**: Evidence provided fails to meet the above indicator.

**[B-02] INSURANCE REQUIREMENTS**

The Artist is required to demonstrate the ability to obtain insurance to the applicable values set out in the PQQ. Where the Artist’s current insurance provision is lower than the values required, the Artist shall provide confirmation (to be provided by the Artists current insurance broker) that it is capable of obtaining insurance to the applicable values stipulated.

In the case where an Artist is a Consortium (comprising two or more members) then the Lead Enterprise on behalf of the whole Consortium is required to demonstrate the ability to obtain insurance to the applicable values set out in this document for the Consortium. Accordingly consortium members are not required to complete this question.

Prior to being appointed the Artist (or Consortium) will be required to obtain and maintain insurance of at least this level.

**[B-03] PROFESSIONAL CONDUCT**

**[B-03A] MANDATORY EXCLUSION**

The contracting authority will treat as ineligible and shall not select an Contractor if the Contractor (or any parent company / affiliates) or any of its directors (of a company), partners (of a firm) or anyone in an equivalent position e.g. any other senior managers who have powers of representation, decision or control has been convicted of any of the offences set out in paragraphs (a) to (i) below.

a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/844/JHA;

b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;

c) the offence of bribery; where the offence relates to active corruption;

d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

e) fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:

i. the offence of cheating the Revenue;

ii. the offence of conspiracy to defraud;

iii. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) order 1986 or section 993 of the Companies Act 2006;

v. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

vi. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

vii. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

viii. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006;

ix. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;

f) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

g) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the proceeds of Crime (Northern Ireland) Order 1996;

h) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

i) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

To be eligible to participate in this procurement process the Contractor must confirm that the Contractor, its partners or any other person who has powers of representation, decision or control have not been convicted of the offences indicated in paragraphs (a) to (i) above by completing question [B-03a] in PQQ Section B.

If a Contractor answers ‘YES’ to question [B-03a] then the Employer will reject the Contractors submission. Only in the most exceptional circumstances will offences be disregarded (see question [B-03a] in PQQ.

**[B-03B] DISCRETIONARY EXCLUSION**

The Employer, at its discretion, may treat as ineligible and may not select a Contractor on any one of the following grounds from (a) through to (i) if the Contractor:

a) being an individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;

b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;

c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;

d) has been convicted of a criminal offence relating to the conduct of his business or profession;

e) has committed an act of grave misconduct in the course of his business or profession (This would include, but would not be restricted to, any complaints which have been upheld against the organisation following a formal investigation by the NI Human Rights Commission, the Equality Commission for Northern Ireland, as Employment tribunal or the equivalent body in the organisation’s Member State.);

f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;

g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;

h) in relation to procedures for the award of a public services contract, not become licensed in the relevant State in which the organisation is established, or is not a member of an organisation in that relevant State, when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member; or

i) has not become registered on the professional or trade register of the relevant States specified in Schedule 6, in which the organisation is established under conditions laid down by that State.

The Contractor must confirm if it meets, or may meet, any of the grounds, paragraphs (j) to (r) above, for discretionary exclusion by answering question [B-03b] in PQQ Section B.

By satisfying the requirements of [B-03b] the Contractor also confirms that they are not guilty of serious misrepresentation in providing any information required of him under this procurement process.

**[B-04] TAX COMPLIANCE**

Artists must demonstrate tax compliance and must state whether, from 1 April 2013 onwards:

* Its tax affairs have given rise to a criminal conviction for tax related offences which is unspent, or to a penalty for civil fraud or evasion;

And/or

* + Any of its tax returns submitted on or after 1 October 2012 has been found to be incorrect as a result of: HMRC successfully challenging it under the new General Anti-Abuse Rule (GAAR) or the “Halifax” principle, or the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS).

Further information and guidance relating to the above can be found at: https://www.gov.uk/government/publications/procurement-policy-note-03-13-measures-to-promote-taxcompliance and http://www.hmrc.gov.uk/budget2013/tax-procure-con-resp.pdf

## 9.3 SECTION C – HEALTH AND SAFETY REQUIREMENTS

**[C01] INFORMATION TO BE SUBMITTED AND MINIMUM REQUIREMENTS TO BE ACHIEVED**

Artists must complete the Health and Safety Questionnaire in Section C01. Failure to complete this will result in a fail on entire PQQ submission.

**PASS/FAIL Indicators**

Indicators

* **Pass:**  H&S questionnaire completed
* **Fail:** H&S questionnaire not completed

## 9.4 SECTION D - EVALUATION OF TECHNICAL AND/OR PROFESSIONAL ABILITY

Failure to fully complete Section D may result in a ‘Fail’ rating.

In the case where the Contractor is a Consortium the Lead Enterprise will complete Section D on behalf of all the Consortium members. A Consortium must only submit one copy of PQQ.

## 9.5 SECTION E– DECLARATIONS

Failure to fully complete PQQ Section E, or provide any item of the supporting evidence requested may result in your entire PQQP being rejected.

 In the case where the Contractor is a Consortium, each member of the Consortium must complete a separate PQQ including Section E.

**ARTIST’S DECLARATION**

For a PQQP to be considered by the Employer, the Artist must sign the declaration set out Section E.

# 10 INCOMPLETE SUBMISSIONS

The evaluation of the PQQP shall include a completeness and compliance check. This is a check that all required information requested in the PQQP has been submitted.

Failure to provide the required information, complete a satisfactory response to any question or supply documentation that is requested within the specified timescales may result in the Artist being disqualified.

The Artist’s PQQP will be assessed in accordance with MoI only on the information provided by the closing date and time. A missing or incomplete answer in Section D is therefore likely to result in the PQQP being assessed as a ‘Fail’ and therefore rejected from the competition. It is therefore critical that the Artist double checks that its PQQP is completed and submitted in full by the closing date and time.

In the event that, an item of evidence required to support the response to questions in Sections B and C is/are missing, the Artist may be required to provide it within 2 working days of a request to do so.

In any event, at the Employer’s absolute discretion, an incomplete submission may be rejected.