



Office of the Children's Commissioner

Invitation to tender

Impact on children of the Family Migration Rules: A Review and assessment of Policy and Practice

3rd December 2014

About the Office of the Children's Commissioner

The Office of the Children's Commissioner (OCC) is a national organisation led by the Children's Commissioner for England, Dr Maggie Atkinson. The post of Children's Commissioner for England was established by the Children Act 2004. The United Nations Convention on the Rights of the Child (UNCRC) underpins and frames all of our work.

The Children's Commissioner has a duty to promote the views and interests of all children in England, in particular those whose voices are least likely to be heard, to the people who make decisions about their lives. She also has a duty to speak on behalf of all children in the UK on non-devolved issues which include immigration, for the whole of the UK, and youth justice, for England and Wales. One of the Children's Commissioner's key functions is encouraging organisations that provide services for children always to operate from the child's perspective.

Under the Children Act 2004 the Children's Commissioner is required both to publish what she finds from talking and listening to children and young people, and to draw national policymakers' and agencies' attention to the particular circumstances of a child or small group of children which should inform both policy and practice.

The Office of the Children's Commissioner has a statutory duty to highlight where we believe vulnerable children are not being treated appropriately in accordance with duties established under international and domestic legislation.

Our vision

A society where children and young people's rights are realised, where their views shape decisions made about their lives and they respect the rights of others.

Our mission

We will promote and protect the rights of children in England. We will do this by involving children and young people in our work and ensuring their voices are heard. We will use our statutory powers to undertake inquiries, and our position to engage, advise and influence those making decisions that affect children and young people.

1. Glossary

1.1 This invitation to tender document regulates the conduct of the Potential Provider and the Authority throughout the Procurement.

1.2 Except for the words and expressions set out below, the capitalised words and expressions used in this invitation to tender shall have the following meanings given to them:

‘Authority’ means the Office of the Children’s Commissioner

‘Contract’ means the contract and schedules for the delivery of the services

‘Contract Commencement Date’ means the date upon which the successful Potential Provider begins to deliver the Services to the Authority;

‘ITT’ means this Invitation to Tender document incorporating these terms and all related documents published by the Authority in relation to this Procurement

‘Potential Provider(s)’ means any person or legal entity submitting a response to this ITT that will ultimately enter into the Contract with the Authority and therefore assumes liability for the performance of the Contract

‘Procurement’ means the process used to establish the contract that facilitates the supply of the services to the Authority as described in this ITT

‘Services’ means the services to be provided by the Supplier appointed to the Contract

‘Tender’ means the tender submitted by the potential provider to the Authority in response to this ITT

‘Response’ means a submission prepared by a Potential Provider in response to a qualification questionnaire or an invitation to tender (as the context requires).

2. Introduction

- 2.1 Please read the information and instructions carefully before attempting to complete your Tender.
- 2.2 To ensure all communications relating to this Procurement are received the Potential Provider must ensure that the point of contact it nominates is accurate at all times.
- 2.3 This ITT which consists of this document comprises:
 - 2.3.1 information regarding the Procurement, including the timetable
 - 2.3.2 details of the Services that the Potential Providers will be required to supply)
 - 2.3.3 instructions explaining how to submit questions and requests for clarification
 - 2.3.4 instructions explaining how to complete and submit a Tender
 - 2.3.5 details of the evaluation and assurance processes used by the Authority

3. Summary of tender

Authority:	Office of the Children's Commissioner
Description:	Impact on Children of the Family Migration Rules: A Review and assessment of Policy and Practice
Contract value:	We anticipate that the total value of the Contract is in the region of £28,000 inclusive of VAT
Closing date:	Monday 5 th January 2015 – 09.00 hours
Management:	You will report to Adrian Matthews (Principal Policy Advisor on Asylum and Migration)
Telephone:	To contact 0207 783 8330
Email:	Adrian.Matthews@childrenscommissioner.gsi.gov.uk

3.1 Overview

This research project is designed to provide a detailed assessment in the form of a report to the Office of the Children's Commissioner (OCC) on the impact of the Family Migration Rules, as amended in July 2012 and subsequently, on children, young people and families and in particular on the enjoyment by children of their rights under the United Nations Convention on the Rights of the Child (UNCRC).

The research will provide a child rights based perspective on the introduction, development and operation of the Rules which the Government has previously said will be reviewed in April 2015¹ in order to inform the thinking of the Government following the election in May 2015.

The legislation governing the operation of the OCC (the Children Act 2004 and the Children and Families Act 2014) requires us to have regard to the United Nations Convention on the Rights of the Child (UNCRC) in all our activities. In relation to this research, the following Articles of the Convention are of particular relevance:

- Article 5 Parental guidance
- Article 8 Preservation of identity (including nationality, name and family relations)
- Article 9 Separation from parents
- Article 10 Family reunification
- Article 18 Parental responsibilities and state assistance

Furthermore, this research project will be informed by, be compliant with and conducted in the spirit of:

¹ Home Office 12.06.12 *Changes to the Family Migration Rules – Impact Assessment*

- Article 2(1): Non-discrimination. State parties shall respect and ensure the Convention rights to each child within their jurisdiction without discrimination of any kind irrespective of the child's or their parent's status.
- Article 3(1): The best interest of the child must be a primary consideration in all actions concerning children.
- Article 6(2) : State parties shall ensure to the maximum extent possible the survival and development of the child.
- Article 12: Every child has the right to say what they think in all matters affecting them, and to have their views taken seriously

3.2 Background

The four UK Children's Commissioner's wrote to the then Immigration Minister on 1st August 2012 outlining their concerns at the wide ranging changes brought about to the Immigration Rules in July of that year. In June 2013, the four UK Children's Commissioner's issued a briefing concerning the All Party Parliamentary Group on Migration's report of the inquiry into the New family Migration Rules (Appendix B). Following this the OCC received a large amount of correspondence from families affected by the rules detailing how they and their children had been affected by the rule changes. The accounts we received revealed serious concerns about the impact of the changes on children's enjoyment of their rights under the UNCRC. On 13th August 2013 the Children's Commissioner for England wrote to the new Immigration Minister outlining in detail how children's rights were engaged by the changes to the Rules (Appendix C). OCC received an unsatisfactory reply from the Minister on 15th October 2013 essentially restating the Government's position (Appendix D) The invitation to tender for this current project stems from this body of past work.

The aim of the research is to consider the impact of certain changes made to the Family Migration rules since July 2012, namely the impact of the minimum income requirement on families with children. In particular, the aim is to gather evidence on the impact on children's enjoyment of their rights through being separated from one of their parents for lengthy periods.

The overarching aim of the project is to achieve a situation where children's best interests are given primary consideration in the operation of the family migration system² . This would directly impact on the enjoyment of family life of a large number of people including wider family members such as grandparents.

The provider appointed to undertake this research will produce a report which will be published by the Office of the Children's Commissioner detailing their findings and including findings from research undertaken directly by OCC through a questionnaire to families and a data request to the Home Office.

² This was also one of the recommendations of the All Party Parliamentary Group on Migration inquiry into the Family Migration Rules: "...ensure that children are supported to live with their parents in the UK where their best interests require this. Decision-makers should ensure that duties to consider the best interests of children are fully discharged when deciding non-EEA partner applications. Consideration should be given to enabling decision-makers to grant entry clearance where the best interests of the child require it."

3.3 Research Objectives

The objective of the research is to produce a report covering the following three strands

Strand 1 :

1. Review the background literature on the relevant changes to the family migration rules including the advice received by Government, impact assessments and Government equality statements
2. Assess case evidence and data gathered by the OCC (including, for example, questionnaire responses, Reasons for Refusal letters and Court judgments) ,any additional sources of such information available to the contractor, and other literature or evidence on how the Rules are being implemented by decision makers and review this evidence in light of the policies, concessions and legal developments relating to the changes to the Rules up to the present day.
- 3 Conduct an economic analysis of the 'minimum income requirement' element of rules in light of the Government's contention that the current levels are necessary in order that family migrants are supported to a level where they do not become a burden on the UK taxpayer.

Strand 2:

4. Conduct a small scale qualitative study with families divided by the Family Migration Rules to assess the impact on the child(ren) of being separated from a parent for a significant period of time. OCC has identified around 10 families (through questionnaire returns) who would be prepared to be contacted with a view to facilitating this element of the research.
5. Review the literature on children's attachment and the effects of a child's separation from a parent to contextualising the qualitative study.
- 6 Place the qualitative study and literature review in the context of a child's enjoyment of their rights under the UNCRC.

Strand 3

7. Identify where there are knowledge gaps and propose priorities for the OCC, Government and others for further research.
- 8 Offer recommendations to the OCC that could be promoted to the Government in 2015 regarding amendments to the family migration rules that would ameliorate their impact on children's enjoyment of their rights.

3.4 Research Design

It can be seen from the above that proposed research will involve a variety of methods and ways of capturing data.

Part of the research will involve a review and assessment of policy, legal cases and developments, academic and non-academic literature including data obtained by OCC directly from families (questionnaire responses and analysis of Home office and Court determinations of cases) in addition to any other data obtained by OCC or directly by the researchers.

The researchers will also be expected to engage directly with a small sample of families, and their children in a qualitative study against a background of a review of the literature on the effects of separation of a child from a parent. OCC will be able to assist with the identification of families willing to participate in this part of the study though the researchers may also wish supplement the numbers interviewed through identifying such families independently.

Those tendering should be able to demonstrate how they propose to access relevant literature and assess the validity and reliability of the evidence.

The researchers would not be expected to make any independent data request to the Home Office but will have access to the analysis of any data OCC is able to obtain from this source.

Research questions will capture:

- What are policies, concessions and legal developments relating to the changes to the Rules up to the present day?
- How are the Rules being implemented in practice?
- What is known about the effects of a child's separation from a parent that can be applied to these cases?
- How have the Rules impacted on children and young people and their families?
- What are the knowledge gaps?
- What recommendations as a result of the findings of this research?

Those wishing to tender for this research are asked to detail their proposed approach. Tenders should address the following aspects in proposing the method of undertaking the research - the assessment criteria for the tenders will focus on these:

- How the research methods will enable the objectives of this project to be achieved.
- How the research will engage with children and young people whilst ensuring their rights and safety are promoted and protected as stated in the OCC Research Strategy, the Participation Strategy and Safeguarding Policy
- The experience and skills of the research team in meeting the objectives of this research
- How the research findings will inform the OCC's work on family migration rules in a way that will maximise the impact of the work.

3.5 Ethics:

It is important that when conducting the research, and if dealing with children and young people, that the highest possible ethical standards are applied and maintained. The Authority will therefore look to assess the ethical framework and guidelines which Potential Providers propose to use in light of the Authority's [Research Strategy](#), [Participation Strategy](#), [Safeguarding Policy](#) and [System Operating Procedures](#). A copy of these policies and strategies can be downloaded from the Authority's website. All Potential Providers' staff involved in this work must have up to date enhanced DBS checks in place before the work commences.

Safeguarding: all projects need to be compliant with the OCC safeguarding policy. If this project may lead to young people's disclosure of issues of risk or problems which raise safeguarding concerns, we expect those tendering to explain how they will monitor for such responses and how they will respond to any safeguarding concerns.

3.6 Communications and presentation

The Authority shall work with the successful Potential Provider to develop and deliver a communication plan to support the project.

The Authority requires that any reports written or data captured for the Authority from the research need to conform to our house style and brand guidelines.

3.7 Research governance:

- The project will be overseen and managed by the PPA for Asylum and Migration.
- Once the successful Potential Provider has been appointed, the Authority shall expect a start-up meeting to take place within the first week, with regular updates to the project manager thereafter.. The method of regular updates will be agreed following appointment.
- Research governance shall be assessed by the Authority. In doing so the Authority shall expect the successful Potential Provider to demonstrate their approach to research ethics, timely delivery which is within budget and robust evidence to the key research questions.
- All reports and updates will be linked to the project's key milestones and shall be governed by the Contract.
- There will be an already established Advisory Group to oversee the development and running of the research
- An first version of the final report will be required after 4 months from commencement and will be presented to the Authority.
- Following review by the Authority and further amendments by the Provider as required, a final report will be delivered by Monday 15th June 2015. This will constitute final delivery of the contract
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3.7 Additional Information for Tenderers

The Authority will retain ownership of and copyright on any data collected or materials developed as part of the research and should be referenced accordingly. If the successful potential provider wishes to use the data out with the project this should be done through a separate application to the Authority.

3.8 Timeline

The provisional timeline for the process is outlined below:

DATE	ACTIVITY
1 st December 2014	Release of the ITT to all Potential Providers
5 th January 2015	Deadline for submission of ITT Responses to the Authority (“ Tender Submission Deadline ”)
Week beginning 12 th January 2015	Interviews for shortlisted organisations
16 th January 2015	Intention to award notification issued to successful and unsuccessful Potential Providers.
19 th January 2015	Planned date for appointment of Suppliers(s) to the Contract
19 th January 2015	Expected commencement date for the Contract
15 th May 2015	First version of final report delivered
15 th June 2015	Expected completion date of final report

3.9 Contract Value

The potential value of the Contract that is the subject of this Procurement is estimated at £28,000 over approximately 5 months including VAT.

4. Completing and submitting a tender

4.1 Tendering arrangements

The Authority would like to hear from you if you feel you could be able to provide the Services detailed. We reserve the right not to accept any Tenders or award any contracts as a result of this Tender exercise.

4.2 Tender requirements

Tenderers are requested to include in their Tender submission the following information:

4.2.1 Details of the organisation

Information provided in this section is required for back-ground and to enable the Authority to carry out an assessment of the Potential Providers' economic and financial standing. Details provided here will be used by the Authority to issue any notices should your organisation be successful at this Procurement.

- Background information on the organisation to include:
 - the organisation's full legal name and address
 - type of organisation
 - the management structure
 - the resource available locally, and in other offices
 - any specialist knowledge available to the firm
 - the organisation's contact and email address
 - financial statement and solvency information (annual report).
- A commitment to ensuring that supplier staff and managers involved in the project will be DBS checked (where relevant).
- Copies of policies (or supporting statements) validating your organisations commitment to:
 - child protection
 - sustainable development
 - equal opportunities and diversities
 - risk management
 - business ethics.

4.2.2 Delivery of services

Please provide the following:

- details of the proposed approach and methodology to be applied in the delivery of all parts of the specification
- an outline project plan
- a proposal for reporting which will make the information as user-friendly as possible

- an assessment of the principal risks associated with the project and a plan for dealing with them.
- a nominated project manager for the appointment who shall not be changed during the term of the appointment without the consent of the Authority, together with brief details and CVs of the project team, to demonstrate that they possess the necessary qualifications and experience in the delivery of the project. The Potential Provider must provide appropriate numbers of sufficiently qualified staff that are properly experienced. Any substitutions shall be similarly notified.
- details of the bidder's relevant experience in relation to all parts of the specification.

Where it is found that a Potential Provider has withheld or mislead information at any stage of the process they will immediately be disqualified from the Procurement process.

4.2.3 Value for money

Potential Providers are required to quantify their costing, submitting a breakdown of costs to explain the final price calculation including details of expenses which are chargeable in addition to fees, including mileage rates, rail fares etc.

All Tenders must be accompanied by The Form of Tender (Annex 1) showing the overall tender sum for the different parts of the specification together with indicative provision for ad hoc work in the future.

A failure to provide a price where one is required will result in the Tender being deemed non-compliant and shall be disqualified from further participation in this Procurement.

4.3 Completion and return of tender

- 4.3.1 Tender Submission Deadline for Responses:
Interviews:
Appointment date:

All Responses should be directed to:
procurement.mailbox@childrenscommissioner.gsi.gov.uk

- 4.3.2 All Tenders should be sent as an e-mail attachment and submitted in PDF format. Please note we will not accept receipt of hard paper copies unless previous agreement has been reached.

- 4.3.3 All Tenders must be received by the Authority, by the Tender submission deadline. The Authority reserves the right to revise the Tender submission deadline to a later date.

- 4.3.4 Any submission received after the Tender Submission Deadline specified above will be disqualified. No exceptions will be made for any reason. However, the Authority may, at its own absolute discretion, extend the closing date and time for receipt of tenders specified above without request. Any such extension will apply to all Tenders.

4.4 Costs and expenses

4.4.1 All costs expenses and liabilities incurred by the Potential Providers in connection with preparation and submission of their Tender submissions will be borne by the Potential Providers.

4.4.2 The Potential Providers shall have no claim whatsoever against the Authority in respect of such costs save as expressly provided for in the Contract.

4.5 Right to Cancel or Vary the Procurement

The Authority reserves the right:

4.5.1 to amend, clarify, cancel, add to or withdraw all or any part of the procurement documentation or the Procurement at any time during the Procurement;

4.5.2 to vary any timetable or deadlines set out in the procurement documentation; and

4.5.3 not to conclude a Contract for some or all of the Services (as applicable) for which responses are invited.

4.6 Tender Documents

The following requirements must be adhered to when submitting Tenders.

4.6.1 The Tender must be in English and drafted in accordance with the drafting guidance as set out in this ITT.

4.6.2 Where documents are embedded within other documents Potential Providers must provide separate electronic copies of the embedded documents.

4.6.3 Each Tender must be uniquely named or referenced.

4.6.4 A table of contents must be provided.

4.6.5 The Tender must be fully cross referenced with a full list of supporting material.

4.6.6 Any electronic copies of the Tender must be in MS Word 2010 and PDF formats.

4.6.7 Pages must be A4 in size or where necessary A3 folded in half, and Potential Providers should use Arial 12 double spaced.

4.6.8 A Potential Provider may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Tenders cannot be modified by Potential Providers after the Tender Submission Deadline.

4.6.9 A Potential Provider may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.

4.7 Tender Validity Period

4.7.1 A Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline.

4.7.2 A Tender with a shorter validity period will be rejected.

4.8 Clarifications and Questions regarding this Procurement

Any queries in relation to the submission process should be made to:

Adrian Matthews

Principal Policy Adviser

Director of Corporate Services

Both available at:

Office of the Children's Commissioner

Sanctuary Buildings

London

SW1P 2QF

Telephone: 0207 7838330

Please direct issues relating to the project and survey to the Principle Policy Adviser and issues relating to the terms of the contract with OCC or tender process to the director of Corporate Services.

4.8.1 Every Tender Response received by the Authority shall be deemed to have been made subject to the conditions of Tender as set out in this ITT. The Authority shall only consider the Tenders that are compliant with the terms of this ITT.

4.8.2 The Procurement documentation and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to this Procurement exercise nor has it been independently verified. Neither the Authority nor its advisers, directors, officers, members, employees or other staff or agents:

4.8.2.1 accept any liability or responsibility for the adequacy, accuracy or completeness of the Procurement documentation

4.8.2.2 make any representation or warranty, express or implied, with respect to the information the Procurement documentation contains nor shall any of them be liable for any loss of damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

4.8.3 The Potential Provider should form its own conclusions and make its own independent assessment of the Contract requirements and should seek its own financial and legal advice about the methods and resources needed to meet the Authority's requirements.

4.8.4 The Potential Provider is responsible for obtaining all information required to prepare its Tender at its own expense.

4.9 Acceptance of a Successful Tender

The Authority is not bound to accept the lowest tender. The selection criteria, and relative weighting, are as follows:

Evaluation Type	Evaluation criteria	Evaluation
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		Weighting
EXPERTISE	Expertise in key areas addressed by the programme including migration and enforced separation of parents and researching policy and practice, as well as economic analysis.	30
EXPERIENCE	Experience in undertaking this type of work	20
CAPACITY	Ability for the organisation to deliver the work on time and budget. Assurances that risks will be managed appropriately.	20
METHODOLOGY	Whether the proposed methodology for supporting the researchers will deliver a robust piece of work within time and budget.	20
VALUE FOR MONEY	Whether the bid provides good value for money in relation to what will be delivered, comparable 'market rates' for similar work.	10
TOTAL		100

The successful Potential Provider will be notified in writing and will be required to enter into a formal agreement with the Authority in the form of a Contract.
All unsuccessful Tenders will be notified at contract award stage.

4.10 Canvassing

4.10.1 Any Potential Provider who directly or indirectly canvasses any member, official, officer, public sector employee or agent of the Authority concerning the award of the Contract for the provision of the Services, or who directly or indirectly obtains or attempts to obtain information from any member, official, officer, public sector employee or agent of the Authority concerning any other tender or proposed tender for the Services described herein, shall be disqualified from this Procurement.

4.11 Confidentiality of Tender Information and Documentation

4.11.1 All information supplied by the Authority in connection with this Tender shall be regarded as confidential at all times, unless it is already in the public domain and the Potential Provider shall only use such information for the purposes of preparing a Response (or deciding whether to respond).

4.11.2 The ITT and accompanying documentation and publications are and shall remain the property of the Authority and must be returned upon demand to the Authority. The Potential Providers grant the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within the Response for the purposes of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Authority's business activities.

4.11.3 A Potential Provider may disclose, distribute or pass any of the information supplied by the Authority to its advisers, agents, subcontractors, consortium members or to another person provided that:

4.11.3.1 it is done for the sole purpose of enabling it to submit a Response and the person receiving the information undertakes to keep the information confidential on the same terms imposed by this ITT; or

4.11.3.2 it obtains the Authority's prior written consent in relation to such disclosure, distribution or passing of information; or

4.11.3.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Procurement; or

4.11.3.4 the Potential Provider is legally required to make such a disclosure.

4.12 Collusion

4.12.1 Any Potential Provider who:

4.12.1.1 Fixes or adjusts the amount of his Tender by or in accordance with any agreement with any party, or

4.12.1.2 Communicates to any other party (other than the Authority) the approximate amount of the proposed value, price or rates set out in the Response Tender, (except where disclosure is made confidentially and is deemed necessary to obtain quotations for insurance and contract guarantee bond valuation), OR

4.12.1.3 Enters into an agreement or arrangement with any other party that they will refrain from tendering or as to the amount of any tender submitted, or

4.12.1.4 Offers or agrees to pay, give, or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, causing or having caused to be done in relation to any other tender or proposed Tender for the Service any act or omission,

SHALL (without prejudice to any civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Potential Provider may attract) be disqualified from further participation in the Procurement.

4.13 Recycled Paper

4.13.1 We seek proposals from organisations that use paper from sustainable sources such as the FSC credited paper stock.

4.14 Law and Jurisdiction

4.14.1 Any dispute (including non-contractual disputes or claims) relating to this Procurement shall be governed by and construed in accordance with the laws of England and Wales.

4.14.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

Annex 1: Form of Tender

Potential Providers should present their proposals in the following format:

- Section 1 Table of Contents
- Section 2 Executive Summary
- Section 3 Meeting the Specification
 - Proposed methodology
 - Project management
 - Risk assessment
- Section 4 Cost and Charging Arrangements
- Section 5 Experience and References
 - Bidding organisation
 - Individual project manager
- Section 6 Declarations, Undertakings and Attachments

Annex 2: Certificate of Conclusive Tendering

Annex 2: Certificate of Conclusive Tendering DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

The words and expressions set out in this Certificate of Conclusive Tendering have the meanings given to them in the Invitation to Tender.

Declarations

1 (Name of Potential Provider)

2 declare that we have not communicated to any other party the amount or approximate amount of the Tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this Tender. The Tender price has not been fixed nor adjusted in collusion with any third party, and

3 declare that the tender will remain valid 120 days following the Tender Submission Deadline and that we are not entitled to claim from the Authority any costs or expenses incurred in preparing the Tender or subsequent negotiations whether or not the Tender is successful.

4 declare to provide the Services as specified in the Contract Schedule 1 (Services) in accordance with the terms and conditions of the Contract.

5 declare to accept unreservedly the terms of the Contract without caveats or limitations as published at the Authority's website and execute the Contract (to incorporate relevant aspects of the Tender such as your prices) within 5 calendar days of being called upon to do so by the Authority.

6 warrant that all the information contained in the Response to the ITT is accurate and true and you undertake to notify the Authority of any changes as soon as practicable.

7 warrant that you have all the requisite corporate authority to sign this Tender and this Certificate of Conclusive Tendering.

Signed on behalf of the Potential Provider:

.....

Undertaking

The Authority requires all Potential Providers to make full and frank disclosure to the Authority in the form of a signed undertaking in respect of any or all of the following:

- a) Any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- b) Any convictions for a criminal offence committed by the Potential Provider (or being a company, by its officers or any representative of the company);
- c) Any acts of grave misconduct committed by the Potential Provider (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;
- d) Any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and
- e) Any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

Appendix A

Tenderer's Commercially Sensitive Information Form ITT Ref No:
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Date of applicability - Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Appendix B



Appendix B (UK CC's
Briefing- APPG report

Appendix C



Appendix C - Letter
to Mark Harper MP 13

Appendix D



Appendix D
(Letter_from_Mark_H

