

Conflict of Interest Declaration Statement



AMP 8 Frameworks

Southern Water is required to take steps to prevent, identify and remedy conflicts of interest so as to avoid any distortion of competition and to ensure equal treatment of all bidders in the Tender process. Southern Water may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied.

The concept of a conflict of interest includes any situation giving rise to an unfair advantage or any situation where the bidding entity has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. This could, for example, relate to currently instructed works or services such as the following but not limited to assurance services and support service within Water for Life Hampshire. Your statement should also include how your firm has ensured, and will continue to ensure conflicts of interest are managed with accordance to Utilities Contracts Regulations (UCR) 2016.

As before this Declaration forms part of your conflict of interest response and will support the scoring criteria as mentioned in the PQQ envelope:

Pass – has no limitation or conflict of interest to the services you can provide

Pass – having limitations or conflicts of interest to the services, but able to provide reasonable justification that the conflict or potential conflict has been or can be mitigated beyond reasonable doubt.

Fail – having limitations or conflicts of interest to the services, and have not provided reasonable justification that the conflict or potential conflict has been or can be mitigated beyond reasonable doubt.

For Tenderers who are bidding within a consortium or in a subcontracting agreement, all parties within your consortium will be excluded from the Tender if one of the parties Fails the Conflict of Interest.

Tendering Company (Prime Contractor)	Morrison Water Services
Subcontracting Supplier(s) (if applicable)	

☐ We of the above mentioned company (Prime Contractor) declare:

☐ We of the above mentioned company (Subcontracting Supplier) declare:

1	... that we have properly constructed a firewall or ring fence to create an information barrier, under our specific ethical walls agreement.
	Yes
1a	<i>If the answer is 'Yes' to the above statement, please provide details. (there is no word limit).</i>
	All MWS IT activities/protection are in line with MGS Information and Technology Services code of conduct and associated procedures. All subcontract resources go through a strict vetting procedure to ensure compliance with MWS/M Group procedures
2	... that we have provided physical and/or logistical separation to segregate duties between in-flight project deliveries and the bid writing team.
	Yes
2a	<i>If the answer is 'yes' to the above statement, please provide details how you have addressed this across all methods of communications including phone, email, post and face to face interactions. (there is no word limit)</i>
	The bid writing team were not provided with any contact details of any in flight projects. All members of the bid team have shared information through locked TEAMS sites with access granted to those only working on this submission

3	... that we continue to comply with the confidentiality provisions for information as set out in any existing contracts we hold with Southern Water. This includes detailing conflicts as soon as they become known to us during the course of the procurement process and, if successful, throughout the contract period.
	Yes
4	... that we will not use any confidential information to which we may have had access to previously to assist in the preparation of our Tender Response during this procurement process.
	Yes
5	... that we agree to cover costs incurred by, or damages awarded against Southern Water if, following conclusion of the procurement it turns out the ethical wall (information barrier) was breached and/or confidential information was improperly used by us.
	Yes
6	... that we agree to be immediately excluded from the procurement if the ethical wall (information barrier) is subsequently breached and /or confidential information is improperly used during the procurement process.
	Yes
7	... that we agree to continually review our records to identify any new Conflicts of Interest and agree to inform Southern Water as soon as possible.
	Yes
8	... that we agree to undertake further checks and provide additional evidence at when requested by Southern Water when directed to do so, both during the Tender and if successful throughout the contract period.
	Yes
9	... that all parties bidding within our Consortium or who intend to subcontract the service have carried out Conflict of Interest due diligence on one another.
	Yes

Prime Contractor

Signed for, and on behalf of:

Name:	Steve Stanyon		
Job Title:	Contract Director		
Signature:	S R Stanyon	Date:	2 June 2023

OR:**Sub-Contractor**

Signed for, and on behalf of:

Name:			
Job Title:			
Signature:		Date:	