

THE INFORMATION COMMISSIONER'S

INVITATION TO TENDER: PART A

**ITT for the provision of UK and European political
monitoring services**

**Closing date for submission of tender
12 Noon 31 October 2017**

CONTENTS

This document is in two parts:

PART A

Part A is the ITT and provides all the background information, a description of what is required, and instructions for the completion and submission of the tender document.

Note: Part A does not need to be returned to ICO.

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PART B

Part B is the tender submission document that you should complete in full and return to ICO in advance of the deadline and in accordance with the instructions given (see section 5, Instructions for Completing and Submitting a Tender).

Key Terms

Tenderers will find a full description of the requirement, together with any formal definitions for terms and phrases, in the rest of this document and/or any accompanying Appendices. For Tenderers' convenience however, the following key terms are used throughout this document and are defined as follows:

Contract	means the contract to be entered into between the successful Tenderer and the Information Commissioner;
ICO	means the Information Commissioner and the Information Commissioner's Office, being the employees and officers, which functions as the administrative and operational body carrying out the duties and powers of the Information Commissioner;
ITT	means this Invitation To Tender document, inviting Tenderers to submit a Tender;
Services	means the requirements and specification for the Services as detailed in section 2 of this document, Requirements and Specification;
Tender	means the Tender submitted by the Tenderer;
Tenderer	means an organisation that submits a completed Tender in response to this ITT.

1. INTRODUCTION

In this ITT information, instructions and guidance are contained in Part A.

Any Tenderer wishing to submit a Tender in response should complete and return Part B to ICO in accordance with the instructions.

Background on the ICO

The Information Commissioner's Office is the UK's independent public body set up to promote access to official information and to protect personal information. Through its administrative and operational office, the ICO regulates and enforces the Data Protection Act, the Freedom of Information Act, the Privacy and Electronic Communications Regulations and the Environmental Information Regulations.

Further information about the ICO and what we do can be found on the ICO website: www.ico.gov.uk

ICO's head office is in Wilmslow, Cheshire, where most of its 450 employees are based. There are smaller regional offices in Edinburgh, Cardiff and Belfast.

Brief Overview

Full details of the requirements and specification for the Services are set out in Section 2.

In brief, the ICO wishes to engage a provider of political monitoring services. ICO would like to engage one Tenderer to provide it with those Services under a contract for a period of 3 years (plus a one year optional extension).

The estimated value of the resulting Contract is expected to be approximately £20,000 per annum exclusive of VAT.

This should not be seen by any Tenderer as a target cost for their Tender as the Contract will be awarded to the most economically advantageous Tender.

Objectives

The ICO is the UK's information rights regulator with a mission to increase the confidence that the UK public have in organisations that process personal data and also those who make public information available. This is a complex, multi layered responsibility that involves taking decisions and getting involved with a wide range of stakeholders and, to some extent, most of the UK public. The ICO therefore needs to be aware of and understand all the political issues, developments and discussions that are taking place in the UK and EU on matters relating to the ICO's remit and objectives and this is the objective of this procurement.

Duration

The Contract will be for a fixed period of 3 years with an option to extend for a further period of up to 1 year, taking the Contract term to a total maximum of 4 years (if the option is exercised). The Contract is intended to start on 14 November 2017 or as otherwise agreed.

Any extension to the Contract will be at the ICO's discretion and agreed 3 months in advance of the expiry of the 3 year Contract term. The ICO may ask the successful Tenderer to demonstrate improvements to the Services and/or price reductions before considering an extension. Discussions will be conducted sufficiently far in advance of the Contract expiry date to arrive at an agreed position.

Contract Management

The Contract will be managed by ICO with review meetings being held on a quarterly basis. The review meetings will enable ICO and the successful Tenderer to review performance and discuss matters which may include, but not be limited to;

- Delivery of the Services;
- Feedback from end users;
- Complaints and actions to address them;
- Improvements or developments;
- Changes in key personnel, processes, or delivery; and
- Changes in issues and subjects to be searched for by the successful Tenderer.

The successful Tenderer under the Contract will be expected to field the appropriate personnel for each review meeting. It will also be expected to provide management information on a periodic basis relative to all activity undertaken under the Contract at no additional cost to ICO. The content, frequency and formatting of management information will be agreed with the successful Tenderer prior to the commencement of the Contract.

Questions and Contact Details

All requests for clarification on and questions about this ITT (whether about the ICO's requirements or Tender submission) should be sent as soon as possible in writing by email (using reference 'Political Monitoring Services') to:

ICO-politicalmonitoring@eversheds-sutherland.com

Sasha Fasolilli

Eversheds House

70 Great Bridgewater Street

Manchester

M1 5ES

Tel: 0161 831 8521

Email: ICO-politicalmonitoring@eversheds-sutherland.com

A copy of all questions raised (anonymised) and answers given will be maintained and distributed periodically to all Tenderers who have contacted ICO to express an interest in submitting a Tender. It is therefore in your interests to let us know if you are interested in submitting a Tender as soon as possible.

Tenderers should not ask confidential questions unless absolutely necessary. Any such question must be clearly marked "In Confidence" and must set out reasons for this. However, if ICO does not consider that the question should be treated as confidential we will inform the Tenderer who may withdraw the question without getting an answer. If the question is not withdrawn the question and any answers will be circulated as above.

Please consider the deadline for raising clarifications and questions in your Tender response planning. ICO is not obliged to answer any questions received after this date.

2. REQUIREMENT AND SPECIFICATION

This section provides Tenderers with the details regarding the ICO's requirements and will help Tenderers compile their Tender submission.

In overall terms, the Tenderers will be required to help ensure the ICO is aware of and understands all the political issues, developments and discussions that are taking place in the UK and EU on matters relating to the ICO's remit and objectives. The relevant list of specific issues and subjects to be searched for will be updated each quarter. This will always include a daily search for mention of the name "Information Commissioner", "ICO", "Elizabeth Denham".

2.1 UK and EU services requirements

For both the EU and UK, the ICO require the following:

Daily provision of relevant:

- Parliamentary questions and debates – UK and EU
- Written ministerial and EU Commissioner statements
- Official inquiries
- Government and EU Commission reports
- Parliamentary business and relevant news activities for the day ahead - UK and EU

Weekly provision of relevant:

- Parliamentary business - UK and EU
- Select committee business - UK and EU
- Personnel update – personnel movements within Westminster and Whitehall
- Consultations update – newly introduced and due to close – UK and EU
- Relevant APPG activity

Summary, coverage and full transcripts of relevant:

(To be provided promptly, no later than half a day after the event)

- Bill readings
- Select committee sittings
- Public Bill committees

Additional services when required:

- Comprehensive and current intelligence on individual parliamentarians – UK and EU
- PQ figures by quarter
- Names mention analysis
- Analysis of MPs, MEPs and Lords and their interests in issues relevant to the ICO
- Live alerts by telephone of high profile and significant comments
- Timely updates on progress of specific Bill clauses

2.2 General services requirements

- The successful Tenderer must immediately inform the ICO:
 - of significant political developments; and
 - where provision of intelligence will be delayed.
- ICO require a forward planning grid and ad hoc research support.
- ICO require provision of a minimum five free licenses to the provider's online platform for the duration of the Contract.

- ICO requires the successful Tenderer to provide a named account manager to deal with ongoing and urgent enquiries.
- Services are to be provided on the successful Tenderer's premises and provided within the timescales (where specified) in paragraph 2.1 (i.e. daily, weekly or no later than half a day after the event) by email and where necessary, telephone calls and/or face-to-face meetings.
- Where the successful Tenderer becomes aware of a new method of delivering the ICO's requirements during the life of the Contract, ICO requires the successful Tenderer to inform ICO.

The successful Tenderer must be capable of entering into the Contract and commencing service provision during quarter three of 2017-18.

3. PROCUREMENT PROCESS

Overview

All interested Tenderers are invited to submit a Tender. Please contact the following email address **ICO-politicalmonitoring@eversheds-sutherland.com** to register your interest as soon as possible and preferably by the date included within the table below. The ICO would be grateful for an indication as to whether you do not intend to submit a Tender.

All compliant Tenders received will be evaluated in accordance with the evaluation criteria as set out below. ICO will select a Tenderer based on the Tender which offers the most economically advantageous solution, taking into account quality and costs.

Tenders should be prepared and submitted (using Part B of this ITT document) in accordance with section 5 of this document. At the ICO's discretion, Tenderers may be invited to clarify their Tender to help evaluators fully understand the offer made. All Tenderers should nonetheless take care to fully explain their offering in their Tender submission.

The value of the resulting Contract for the Services is expected to be below the relevant threshold for full EU advertisement under the Public Contracts Regulations 2015 and ICO does not believe there will be cross-border interest in this ITT.

This ITT and any subsequent Contract will be published on the Contracts Finder website under the UK Government's transparency regime and in accordance with Government procurement guidelines. Details of any subsequent Contract will also be published on the ICO website. Tenderers should note this as Tenders will be accepted and evaluated by ICO on the basis that the Tenderer agrees to such publication.

If there is any information a Tenderer believes should be exempt from publication as it falls within an exemption set out in the Freedom of Information Act the Tenderer should complete the schedule in section 4 of Part B to this ITT, setting out the relevant information, the exemption they believe applies, their reasons for it applying

and the time period for the suggested exemption. The ICO's decision is final on whether any exemption applies, how long it applies for and what is published ultimately. Tenderers should not submit a Tender unless they accept this.

Indicative Procurement Timetable

The following is an indicative timetable for this procurement exercise. Please be aware that these timescales (with the exception of the deadlines in bold) may be subject to change at the absolute discretion of ICO.

STAGE / ACTIVITY	INDICATIVE DATE
ITT issued	10 October 2017
Expression of Interest	17 October 2017
Closing date for Tenderers to ask clarifications / questions	12 Noon 24 October 2017
Closing date for submission of Tenders	12 Noon 31 October 2017
Evaluation of Tenders	1 November to 3 November 2017
Tenderers notified of outcome	6 November 2017
Contract Award	9 November 2017
Contract start date	14 November 2017

4. EVALUATION OF TENDERS

Overview

All completed Tenders received will be evaluated by ICO in accordance with the evaluation process described below. Should any Tenderer not understand any element, they should make contact with ICO as per the contact details in section 1 of this ITT.

Stage 1 - Compliance Check

Before proceeding to evaluation a compliance check will be carried out to make sure all sections of Part B to this ITT have been completed and submitted and that there are no mandatory grounds for excluding the Tender.

Grounds for mandatory exclusion are contained in the Public Contracts Regulations 2015, paragraph 57(1)-(3). Each Tenderer must supply a declaration in the form of section 5 to Part B of this ITT, signed by an authorised signatory.

There are also discretionary grounds for extension which ICO will then consider. These grounds are contained in the Public Contracts Regulations 2015, paragraph 57(4)&(8). The Tenderer's declaration must state whether any of these grounds apply and give further information for ICO's consideration.

It is the Tenderer's responsibility to check and declare whether any of these grounds apply to them.

For the avoidance of doubt, the information requested under "1.Company Details" – questions A.1.1 to A.6.1 is for information only and will not be scored.

Stage 2 - Selection Criteria

All Tenders passing the compliance check will be assessed against the following criteria which Tenderers should evidence by answering the relevant questions in Part B to this ITT:

(a) A secure economic and financial standing - see question 1.2.1 in Part B Stage 2 Selection Criteria, assessed on a pass/fail basis. If a Tenderer answers "yes" it will pass this question and if it answers "no" it will fail this question; and

(b) Appropriate technical and professional ability (**not** experience)– see questions 1.2.2 and 1.2.3 in Part B Stage 2 Selection Criteria assessed on a pass/fail basis.

In relation to question 1.2.2, if a Tenderer answers "yes" and evidence is provided that satisfies the ICO that it has a quality system in place, it will pass this question. If a Tenderer answers "no" but demonstrates how it will ensure and maintain quality of service and delivery to the ICO's satisfaction it will also pass this question.

In relation to question 1.2.3, if a Tenderer answers "yes" and provides a copy of the Data Protection policy it will pass this question. If a Tenderer answers "no" but provides evidence which satisfies the ICO that it complies with Data Protection legislation it will also pass this question.

Tenderers are also asked to provide 3 references as part of Stage 2 for information only. Details must be completed but these will not be scored.

Stage 3 – Award Criteria

All Tenders passing stage 2 will be assessed against the award criteria. The most economically advantageous Tender will be chosen based on quality and cost scores weighted as follows:

- Quality 70%; and
- Cost 30%.

The methodology for evaluating Tenders against these criteria is as follows:

Evaluating & Scoring Costs 30%

Your Tender should contain a full and detailed costing for undertaking the Services. If anything pertinent to the requirements of this ITT is excluded from your costs proposal please indicate what it is and what the additional costs would be if ICO chose to incur them. Please note that if any item is not excluded or is not separately costed as an addition to the costs of the Services ICO will assume that it is included in the total costs and any contract will be entered into on that basis.

Proposals will be scored according to the lowest total annual fixed cost to ICO and ICO is seeking a total annual fixed cost for the following cost elements:

- UK and European political monitoring services
- License costs (if separate)
- Account manager service (if separate)
- Any other standard services costed separately
- Any additional services described in Quality response Q3 (if charged in addition to standard services)

The cost score formula is:

$(\text{Lowest cost} / \text{cost you are evaluating}) \times 100 \times 0.3 = \text{cost score for that Tender}$

Abnormally Low & Unacceptably High Tenders

Please note that the ICO will apply the provisions of Regulation 69 of the Public Contracts Regulations 2015 and will ask any Tenderer to explain the price or costs proposed in their Tender where it appears to be abnormally low. If ICO seeks such clarification and a Tenderer does not explain the proposed costs to our satisfaction then ICO may reject the Tender as abnormally low.

Furthermore, where ICO reasonably considers that a Tender is abnormally low due to a breach of the Tenderer's environmental, social or labour obligations, including obligations deriving from relevant collective agreements, ICO will reject it.

Any Tender that is rejected as abnormally low will be excluded from further consideration regardless of how many points it has scored in all other aspects.

In addition, any Tender which is found to be too high to be acceptable to ICO may also be excluded from further consideration. In this instance, ICO will initially clarify with the Tenderer concerned whether the pricing is correct and has been interpreted correctly. No alternative pricing will be allowed. If following the clarification the costs are too high to be acceptable, that Tender will be rejected regardless of how many points it scores in all other aspects.

Evaluating Quality 70%

Tenderers will be asked to provide full details of their company or organisation, and confirm any sub-contractors details, for information only in section 1 of Part B. This will not be scored.

Marks for quality will be allocated to Tenderer's answers to the questions in section 2 of Part B. Individual weightings for each question are shown in the table alongside the questions. Please note that your responses to the questions will form part of the Contract at Schedule 2, Part 2 of the Contract.

The Quality score formula is:

Marks awarded / Total available marks x 0.7 x 100

Tenderers must make sure that they answer what is being asked. Anything not directly relevant to the particular question should not be included, but where possible please demonstrate how you will go further than what is being asked for to add value.

Tenders should state not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support the responses. Include all relevant detail, so the evaluation panel gets the fullest possible picture.

Each question and answer will be evaluated individually, one by one in order. When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your Tender.

Quality Scoring Scale

Answers to the questions will be assessed on a scale of 0 to 10 points, as detailed in the table below:

Scores	Classification	Definition
0	Unacceptable. No response, response not complete or not relevant.	No response at all or insufficient information provided in the response such that it is totally un-assessable and/or incomprehensible.
1-2	Poor. Partially compliant response but with serious	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the

	deficiencies and/or major weaknesses.	requirements. Little or no detail and no supporting evidence provided to demonstrate that the Tenderer is able to provide the services. Considerable reservations in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
3-4	Weak. The response is almost compliant but one or more major weakness and/or several minor areas of weakness remain.	Weak submission which does not fully address and meet the requirements. Response is basic/minimal with minimal detail and insufficient supporting evidence to demonstrate that the Tenderer is able to provide the Services. Some reservations in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
5-6	Good. Satisfactory and acceptable response with no major concerns.	Submission sets out a solution that largely addresses and meets the requirements, with some detail and supporting evidence. Relevant ability, understanding, expertise, skills and/or resources meet minimum requirements for delivery of the requirements. There may be one or two very minor weaknesses.
7-8	Excellent. Fully satisfactory /very good response.	Submission sets out a robust solution that fully addresses and meets the requirements, with full details and full and relevant supporting evidence provided to support the solution. Answer gives full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. No weaknesses in any area identified.
9-10	Outstanding. Fully satisfactory / very good response with some areas exceeding requirements.	Submission sets out a robust solution (as for a 7-8 score) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes. Answer gives full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described.

Please note that scoring 0 for any one or more questions will give grounds for excluding the Tender from further consideration. For any Tenders so excluded, that Tenderer's costs shall be excluded from the 'cost' evaluation.

Award of Contract

Upon conclusion of the evaluation, the scores for cost and quality will be combined to give a total score and the Tenderer considered by ICO to be offering the most economically advantageous Tender based on the evaluation criteria will be the

preferred bidder. This Tenderer will be offered the Contract via email and if they accept on the terms offered an award will be made to them.

Tenderers who have not been chosen as preferred bidder will also be advised of this via email.

The award of the Contract will be subject to a minimum 2 day calendar period between the notification of the award decision and Contract conclusion.

All Tenderers are advised that no action should be taken, for example commencing the Services, until the Contract has been finalised. Any Tenderer doing so does so at its own risk.

Tenderers must not undertake any publicity, marketing or promotional activity based on award of the Contract without prior approval of the ICO.

The ICO is not bound to accept any Tender, and unless a Tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a Tender in part.

Upon conclusion of all the above stages, the Contract will be entered into between the ICO and the successful Tenderer. Contracts will be in the name of the Information Commissioner. The terms and conditions governing the Contract will be those set out in the draft terms and conditions accompanying this ITT (see Appendix 1 to section 7). Only minor amendments will be acceptable to ICO. Tenderers should only submit a Tender if they are willing to accept this.

5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER

You have received one copy of this ITT document. We require you to submit one ELECTRONIC copy of your Tender and all supporting documents to:

ICO-politicalmonitoring@eversheds-sutherland.com

Please ensure your email is entitled "Tender for UK and European Political Monitoring Services".

Please note: The largest email size (including attachment) we can receive is 8MB.

Completed tender submissions must be received by 31 October 2017 (12 Noon).

We also recommend you keep a copy for your own records.

ICO will take reasonable measures to safeguard all Tenders received and open them only when the submission deadline has expired.

The date and time the email was received into the ICO-politicalmonitoring@eversheds-sutherland.com inbox as stated above will be decisive of the date and time received. Late submissions will be rejected. It is the responsibility of the Tenderer to ensure that submissions are received by ICO on time.

Completing the Tender

So that ICO can assess fully the Tenderer's suitability, all information requested in this ITT must be provided. Failure to complete the Tender submission in full or failure to follow submission requirements may result in your Tender being rejected.

Please note the following:

- Supply all requested information.
- Answer every question with information relevant to the question being asked.
- If the question does not apply to you please write N/A; if you don't know the answer please write N/K.
- Questions must be answered in English.
- Any Yes / No questions should clearly show which answer you intend to give by deleting the alternative.
- Answers should be clear, complete and as concise as possible.
- Unclear, ambiguous or irrelevant answers will not achieve high marks.
- Any figures requested should be stated in full (i.e. £1,000,000 not £1m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.

ICO expects that information and/or documents submitted on or with any Tender will relate to the Tenderer only - the Tenderer being the organisation which it is proposed will enter into the Contract should their Tender be successful. If anything submitted relates to a sub-contractor this must be clearly marked as such.

ICO may, but is not obliged to, seek further clarification from the Tenderer following submission of completed forms where required.

Format of Tender Submission

Tenderers are required to complete all of the documentation listed below. Please complete the documentation electronically where possible, without making any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). **Please submit the Tender as a Word document.**

In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your Tender.

You should complete and submit all sections of Part B, namely:

1. Company Details and General Information
2. Response to Requirements & Specification
3. Costs Schedule
4. Freedom of Information Exclusion Schedule
5. Tendering Declaration
6. Declaration of Interests in or Connections with ICO
7. Qualification of Tender
8. Enclosures Checklist

The declarations must be signed by a director, partner or other senior authorised representative in her/his own name and on behalf of the Tenderer. The details contained in a Tenderer's response may be specified in the Contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.

6. CONDITIONS OF TENDER

In submitting a response to this ITT Tenderers do so on the conditions set out below. In the event of any breach of the conditions the ICO shall be entitled to terminate any arrangement made as a result of such Tender, including terminating any Contract, and to claim damages accordingly.

Warnings and disclaimers

Save where expressly provided to the contrary, the laws of England shall apply to this procurement process and any resulting contract.

The ITT documents are intended as a preliminary explanation of ICO's activities and plans and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the ICO. These documents do not purport to contain all information a prospective contractor may require, or to have been independently verified and should not be considered as an investment recommendation made by the ICO to Tenderers.

No Tender is deemed accepted until the Contract has been agreed and formally approved and signed by ICO, the successful Tenderer and any other relevant party and declared unconditional. The publication of the ITT does not commit the ICO to the award any contract.

No dialogue or communication with the ICO whether prior to, during or subsequent to the procurement (including any notification of preferred bidder status) imply acceptance of any Tender or an indication that the successful Tenderer will be awarded the Contract.

Only the express terms of the Contract which is finally agreed and signed on behalf of the relevant parties and which is unconditional shall have any contractual effect in connection with the matters to which it relates.

The ICO does not:

- make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the procurement documentation provided. Any persons considering making a decision to enter into contractual relationships with the ICO following receipt of the ITT should make their own investigations and their own independent assessment of ICO and its requirements and should seek their own professional technical, financial and legal advice;
- accept any liability for the information contained in the ITT;
- accept any liability for loss or damage (other than in respect of fraud or fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication. Any and all liability is expressly disclaimed and excluded to the maximum extent permissible by law.

Tenderer conduct and conflicts of interest

- Tenderers shall not, before the date and time specified for return of the Tender,

communicate to any person the amount or approximate amount of the Tender or proposed Tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover or otherwise prepare the Tender.

- The Tender shall be bona-fide and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
- Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other Tender to be submitted.
- Tenderers must not:
 - offer any inducement, fee or reward to any member or officer of ICO;
 - do anything which would constitute a breach of the Bribery Act 2010;
 - canvass any officer or employee of ICO in connection with the Contract; or
 - contact anyone at ICO or any person acting as an advisor to ICO (except as authorised by this ITT for the purpose of asking genuine questions about the process or the Contract) about any aspect of the proposed Contract or for soliciting information in connection therewith including (without limitation) to discuss a possible transfer of employment to ICO.
- Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and ICO and its advisors. ICO reserves the right to disqualify a Tenderer where there is an actual or potential conflict of interest. Tenderers are encouraged to seek to clarify ICO's view on actual or potential conflicts prior to submission of their Tender.

Tenderer's responsibility to submit a complete tender

- It is the Tenderer's responsibility to ensure that their Tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. ICO is not obliged to consider any Tender which is incomplete or non-compliant but, at its sole discretion, may offer a Tenderer who submits such a Tender an opportunity to remedy the omission before evaluation of the Tender takes place provided that, in ICO's judgement, this does not adversely affect the integrity and fairness of the procurement exercise.
- Unless specifically withdrawn in writing, Tenders shall remain open for acceptance for a period of 90 days from the return date.

Bid costs

- ICO will not be liable for any Tenderer's costs, expenditure, work, or effort incurred in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by ICO for any reason.

ICO's rights

The ICO reserves the right to:

- seek additional information or clarification from Tenderers at any time during the tender process;
- disqualify any Tenderer that does not submit a compliant Tender;
- disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, its declarations or the procurement process;
- withdraw this ITT at any time, and to re-invite Tenders on the same or any alternative basis;
- choose not to award the Contract as a result of the procurement process;
- make whatever changes it sees fit to the timetable, structure or content of the procurement process;
- retain copies of all Tenders to satisfy its audit obligations and for other purposes.

Confidentiality and Freedom of Information Act

- As a public body, ICO is subject to the provisions of the Freedom of Information Act 2000 in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for such information.
- ICO shall treat all Tenderers' responses as confidential during the procurement process but not afterwards. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA. If an exemption cannot be justifiably applied the information must be disclosed.
- Whilst ICO aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to ICO in the form provided in the Tender Submission Document (section 4 of Part B). However, the ICO's decision on whether or not to disclose requested information will be final.
- Tenderers should be aware that, in compliance with its transparency obligations, ICO must publish details of its contracts, including the contract values and the identities of its suppliers. Publication may be made on Contracts Finder and/or on ICO's own website.
- Neither the Commissioner or the ICO will be liable for any loss, damage or harm or other detriment, however caused, arising from disclosure of any information relating to this ITT, the procurement process, any Tender submitted or the resulting Contract.

Publicity

- No publicity regarding the Contract or its award will be permitted unless and until ICO has given express written consent. For example, no statements may be made to the media (including the internet and email) regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of ICO.

Information Sharing

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the ICO may disclose within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the ICO during this Procurement. The information will not be disclosed outside Government. Tenderers taking part in this procurement consent to these terms as part of the ITT process.

7. TERMS AND CONDITIONS OF CONTRACT

The Contract terms for the Services will be in the form of an ICO agreement, a copy of which is attached to this ITT as Appendix 1.

By submitting a bid, Tenderers are agreeing to be bound by the terms and conditions without further negotiation or amendment, and must sign the Tendering Declaration accordingly.

Whilst ICO may be prepared to give consideration to any changes of a minor nature, including changes and additions indicated in the document, it is not prepared to accept material changes to the terms and conditions.

For the avoidance of doubt therefore, if Tenderers submit a Tender that is subject to a qualification in respect of the terms and conditions which ICO deem 'material' and unacceptable, the Tenderer will be invited to withdraw the qualification and the Tender submission will be evaluated without it. Should the Tenderer not wish to withdraw the qualification grounds will exist to exclude their Tender from further consideration.

APPENDIX 1 to Section 7:

See Separate pdf attachment marked "Appendix 1 to ITT – Contract".