

SSRO

Single Source
Regulations Office

Invitation to Tender

DefCARS Future: specialist support

28 October 2020

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1. Introduction

- 1.1 This Invitation to Tender (ITT) is issued by the Single Source Regulations Office (SSRO) for the appointment of an expert in digital services to look at the current version of its Defence Contracts Analysis and Reporting System (DefCARS) and to map out what the technology opportunities and risks are in transitioning to a range of possible future states.
- 1.2 The content of this ITT is for use by prospective bidders who wish to submit a Tender Response in relation to the delivery of the Service, which is set out in the specification (**Appendix 1**).
- 1.3 This ITT is provided on the basis that it is and shall remain the property of the SSRO and must only be used for the purposes of responding to this tender opportunity.
- 1.4 This document contains the information and instructions that bidders will need in order to submit a compliant Tender Response. The SSRO will evaluate compliant Tender Responses in accordance with the methodology set out in this ITT.

2. The SSRO

- 2.1 The Single Source Regulations Office (SSRO) is an executive non-departmental public body, sponsored by the Ministry of Defence (MOD). We play a key role in the regulation of single source, or non-competitive defence contracts.
- 2.2 When undertaking our statutory functions, we aim to ensure that good value for money is obtained in government expenditure on qualifying defence contracts, and that persons who are parties to qualifying defence contracts are paid a fair and reasonable price under those contracts.
- 2.3 The Defence Reform Act 2014 ('the Act') created a regulatory framework for single source defence contracts. The framework came fully into force in December 2014, following Parliamentary approval of the Single Source Contract Regulations 2014. The framework places controls on the prices of qualifying contracts and requires greater transparency on the part of defence contractors. The SSRO is at the heart of the regulatory framework, supporting its operation.
- 2.4 Additional general information about the SSRO can be found on the website:
<http://www.gov.uk/government/organisations/single-source-regulations-office>

3. Service requirements

- 3.1 The SSRO is seeking to appoint a contractor to provide specialist advice on the future of its regulatory reporting database (DefCARS). This will include the Core Services, described briefly below, and it may also (at the SSRO's discretion) include the Optional Services. The Specification, which will form part of the contract with the successful bidder, is provided as a separate attachment to this ITT at **Appendix 1**, and it sets out the requirements of the SSRO.
- 3.2 The contract is expected to commence on 14 December 2020 and expire on 31 March 2022.
- 3.3 Bidders must address the requirements of the Specification in their Tenders. The successful bidder will be able to demonstrate a full understanding of the requirements and will have the ability and commitment to provide a comprehensive service to the SSRO.

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Core Services

3.4 The SSRO requires an expert in digital services to look at its current version DefCARS ('as is') and to map out what the technology opportunities and risks are in transitioning to a range of possible future states. The Core Services, which are more particularly described in the Specification, must be completed by 31 March 2021. The SSRO is seeking a fixed price for the Core Services and has set an affordability threshold of £62,500 (excluding VAT) for this element and shall disqualify any bids that exceed this amount.

Optional Services

3.5 The SSRO may, at its sole discretion, also require the provision of support days up to 31 March 2022 for additional or follow up work related to the Core Services, as described in the Specification. The SSRO does not guarantee any minimum level of work or spend in respect of these Optional Services, which it may draw upon as needed. The SSRO is seeking daily rates for this element.

Minimum Requirements

3.6 Any bidder that does not meet the following requirements **will be rejected automatically** and will be disqualified from further participation in the procurement process:

- i) Bidders must hold and maintain the following for the duration of the contract period (certificates or other supporting evidence must be provided with tender submissions):
 - Baseline Personnel Security Standard (BPSS) clearance for all members of the team assigned to the contract; and
 - Cyber essentials plus and ISO27001 certifications.
- ii) The fixed price quoted for the Core Services work must not exceed the threshold of £62,500.

4. Guidance for bidders

Instructions to suppliers submitting a Tender

- 4.1 Please read this guidance on the tendering procedures carefully. Bidders must ensure that they are familiar with the nature and extent of the obligations in participating in this procurement process. The SSRO reserves its right to revise the procurement documentation and, in so doing, will re-issue such documentation via Contracts Finder where appropriate.
- 4.2 Tenders must be submitted strictly in accordance with the instructions contained within this ITT. Failure to comply with the instructions, or failure to return a compliant Tender may invalidate a Tender Response. It is important, therefore, that bidders provide all the information required and, in the format, specified in this ITT.
- 4.3 The information contained in this ITT, the supporting documents and in any related written or oral communication is believed to be correct at the time of issue. However, the SSRO will not accept any liability for its accuracy, adequacy or completeness and no warranty is given in that regard. This exclusion does not extend to any fraudulent misrepresentation made by the SSRO.

Timetable

- 4.4 The SSRO anticipates that the tender process will be run in accordance with the timetable set out below. However, the SSRO reserves the right to vary, amend or cancel the timetable or process at any stage prior to contract award, without liability. Where amendments are significant, the SSRO may at its discretion extend the deadline for receipt of Tenders.

Milestone	Key Date (and time)
Tender documents issued	28 October 2020
Deadline for receipt of clarification questions	5pm on 4 November 2020
SSRO response to clarification questions	6 November 2020
Tender return deadline	5pm on 13 November 2020
Notification of first stage decision to: <ul style="list-style-type: none"> • Top 3 scoring bidders who are invited to present; and • Remaining unsuccessful bidders 	11.00 am on 19 November 2020
Presentation	24 November 2020
Notification of contract award decision	7 December 2020
Contract commencement date	14 December 2020

Questions about this ITT

- 4.5 It is the responsibility of bidders to obtain at their own expense all additional information necessary for the preparation of their response to this ITT. No claims of insufficient knowledge will be entertained.
- 4.6 You may submit any clarification questions you have relating to this ITT by no later than the date and time specified in the timetable above. The SSRO will respond to reasonable requests received before the deadline. Questions received after the deadline may not be answered.
- 4.7 Please only submit clarification questions by email to the SSRO at: tenders@ssro.gov.uk.
- 4.8 The title of the email should be “**DefCARS Future: Specialist Support - Clarification Question**”. Any clarification questions should clearly reference the document and the relevant paragraph. To the extent possible, multiple questions should be aggregated rather than sent individually.
- 4.9 The SSRO will aim to publish responses to clarification questions on Contracts Finder by the date specified in the table in paragraph 4.4. All questions and their answers will be published without revealing the identity of the individual bidder that put forward the question.
- 4.10 Clarifications issued, where deemed relevant by the SSRO, will form part of the contractual agreement between the SSRO and the contractor.

Return of Tenders

- 4.11 Tenders must be returned by 5pm on the date specified in the timetable above. Any Tender received after this date and time will not be considered. Tenders received will be retained unopened until after the deadline for submission has lapsed. It is the bidders’ responsibility to ensure that their Tender is received no later than the stated date and time. The SSRO accepts no liability whatsoever for Tenders that are not received before the deadline, including for reasons of internet connectivity, transmission delays or errors.

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4.12 Please only return Tenders by email to the SSRO at: tenders@ssro.gov.uk.

4.13 The title of the email should be “**DefCARS Future: Specialist Support - Tender Submission**”. The documents required to be submitted with the proposal should be provided as attachments to the email.

Tender requirements

4.14 All submitted Tenders must include the following:

- a completed Form of Tender;
- response to Tender Questions;
- a completed Pricing Schedule;
- evidence of required insurance cover and levels as noted at paragraph 4.25;
- consortium/sub-contracting proposals (where relevant);
- a completed Statement of Conduct;
- a copy of certificates, evidence or accreditations to satisfy compliance with the minimum requirements noted in paragraph 3.6;
- a copy of the bidder’s Conflicts of Interest policy and procedures; and
- a declaration as to the existence or absence of any Conflicts of Interest (as defined in the Terms and Conditions) as noted at paragraph 4.32

4.15 Tenders which omit any of the documents listed in 4.14, or which include documents that are not properly completed, **may be rejected**.

4.16 No qualifications, caveats or unauthorised alterations are to be included or made to the documentation supplied (including the Specification and the SSRO’s Terms and Conditions). Tenders containing such qualifications, caveats or unauthorised alterations may be rejected.

4.17 Bidders are advised to retain for themselves a copy of their submission. The SSRO reserves the right to make a charge to subsequently provide a copy of a submitted Tender.

Form of Tender

4.18 Bidders must provide a completed Form of Tender, which is provided at **Appendix 5**.

4.19 The Form of Tender requires that bids remain valid for acceptance for **90 days** from the deadline for receipt of Tenders. If this statement is excluded, amended or qualified, the bid may be rejected.

Response to Tender Questions

4.20 Bidders must complete and submit the Response to Tender Questions, which is provided at **Appendix 2**. Bidders must respond in full to each of the questions (except the “Presentation” criterion, for which a written response is not required).

4.21 If a question is similar to a question included elsewhere in the Response to Tender Questions document, bidders should repeat the response where relevant and expand upon it as necessary. Bidders should not, however, exceed the word limits (if such word limits are

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indicated within the question). The SSRO will disregard any excess text beyond the stated word limit.

Pricing Schedule

4.22 Bidders must complete and submit the Pricing Schedule, which is provided at **Appendix 3**. Bidders' attention is drawn to the notes within the Pricing Schedule.

4.23 Bidders must quote on the basis that the price and rates submitted in the Pricing Schedule remain fixed for the period of the contract. Bidders are strongly advised to check all figures and calculations before submitting their Tenders. The SSRO will not allow bidders to amend their Pricing Schedules after submission. If the Tender is accepted, the bidder will not be entitled to claim, and the SSRO will not allow, any increase in the price.

4.24 The Tender must be based on prices which exclude Value Added Tax (VAT). This tax, if applicable, will be paid by the SSRO as an addition at the appropriate rate on the invoices when submitted.

Insurance

4.25 Bidders must include, as part of their Tender, evidence to show the following types and levels of insurance are held:

- Public Liability Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event;
- Employer's Liability Insurance to a minimum value of five million pounds; and
- Professional Liability Insurance to a minimum value of five million for each and every claim or series of claims arising out of one event.

4.26 Failure to demonstrate the required insurance cover and levels may result in the bid being rejected.

Sub-contractors and consortiums

4.27 If you are bidding for this contract in association with another bidder, you must explain the structure of the Tender. If you do not do so, then it may be disqualified. Bidders may not participate in more than one Consortium Tender.

4.28 Bidders must indicate whether they are reliant on any third parties for any aspects of fulfilling the service as specified, or if this is a consortium Tender. In such cases you should provide full details of sub-contractors, the nature of the relationship and the intended balance of work to be completed, and copies of quality assurance arrangements operating between the sub-contractors. Failure to provide this information may result in the Tender being disqualified.

4.29 Bidders and contractors must not, without the prior consent of the SSRO, appoint sub-contractors or add consortium partners who have not been declared as part of the initial submission. The SSRO may refuse consent for any reason, acting reasonably. This is to ensure that services are delivered in a timely, good quality and cost-effective fashion.

4.30 The SSRO may request a copy of the consortium's legal arrangements or the form of contract to be entered between the contractor and any proposed sub-contractor. Failure to provide this information may lead to the Tender being disqualified or the SSRO withholding its consent to the appointment of sub-contractors.

Statement of Conduct

4.31 Bidders must provide a completed Statement of Conduct which is provided at **Appendix 6**.

Conflicts of Interest

4.32 Bidders are required to declare as part of their tender submission that they have undertaken an assessment of any Conflicts of Interest (as defined in the Terms and Conditions) and whether any Conflicts of Interest exist. A declaration is required even in respect of an absence of Conflicts of Interest. Where a Conflict of Interest exists, bidders must further provide in respect to each Conflict of Interest, the information contained in clause 30.5 of the Terms and Conditions.

5. Evaluation

- 5.1 The Contract will be awarded to the supplier with the most economically advantageous tender (MEAT), subject to minimum scores being achieved as set out at 5.15 and acceptability as explained at 5.26.
- 5.2 Tenders will be scored based on quality and price, with the weighting between these two being: quality 70 per cent; and price 30 per cent. Individual sub-weightings (where used) are referred to in the Response to Tender (**Appendix 2**) and Pricing Schedule (**Appendix 3**) documents. In the event of two or more Tenders being awarded the same highest total score, the SSRO shall choose the Tender with the lowest price.
- 5.3 Prior to evaluating the Tenders, the SSRO will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT. A bid which is incomplete and/or non-compliant may, or in some cases, must be rejected.
- 5.4 Appropriate individuals have been selected to undertake the evaluation and moderation of Tenders and will collectively be referred to as the "Evaluation Team".
- 5.5 The evaluation process will be conducted in two stages:
- (a) first stage: the Evaluation Team will evaluate the compliant Tenders in accordance with the methodology set out below. At the end of the first stage, the bidders whose tenders are ranked in the top three, based on the total weighted scores allocated to the Response to Tender Questions and the Pricing Schedule submissions, will be invited to participate in the second stage. Bidders whose Tenders are not ranked in the top three will not be taken forward to the second stage and will be notified of their rejection accordingly. The SSRO reserves the right to extend presentation invitations to more than three bidders where scores are tied, or within 10% of the third-ranked bidder's score.
 - (b) second stage: remaining bidders will be required to deliver a presentation to the Evaluation Team, which will be evaluated in accordance with the methodology below. This will be completed online.
- 5.6 The SSRO expects bidders to make their teams available for the presentations on the date stated in 4.4. Bidders who are taken forward to the second stage will be notified of the specific arrangements for the presentation, including timings, after the first stage evaluation. In the event a bidder is unavailable on that date or time, upon request the SSRO may (subject to availability, time constraints and consideration as to whether an unfair advantage is created) allow a bidder to deliver a presentation on an alternative date or time. Where for those reasons the SSRO determines that a bidder shall not give a presentation, that bidder will be rejected and will not participate any further in the process. In that case, the SSRO may allow the next lower ranked bidder back into the process and to make a presentation.
- 5.7 Bidders are advised that weighted quality and price scores will be rounded to the nearest two (2) decimal places. For example: a score of 25.3268 will become 25.33 whereas a score of 25.3236 will become 25.32.

- 5.8 The Evaluation Team will only consider the information provided by bidders in their Tender submission, presentation and any responses to clarification questions.
- 5.9 The Evaluation Team will evaluate the compliant Tenders and presentations in accordance with the methodology set out below.

Quality

- 5.10 The quality criteria carries a weight of 70% and is assessed by the Evaluation Team based on the Response to Tender questions in each written submission and, if bids progress to the second stage, the presentation. The criteria and weightings are set out in the Table below. Sub-criteria and sub-weightings, where applicable, are given in **Appendix 2**.

Quality section	Quality question weighting
Tender criteria	
1. Capability	25%
2. Service delivery	25%
3. Conflicts of interest	10%
4. Presentation	10%

- 5.11 Criteria 1 to 3 of the Quality/Technical sections will be assessed based on written responses provided to each of the Tender Questions (**Appendix 2**). Criteria 4 will be assessed based on a presentation. Each criterion has been assigned a weighting and for some, a sub-weighting, from the overall section weighting. Each criterion (or where identified, sub-criterion) will be awarded a score of between 0 and 5 based on the assessment table below. Scores will then be weighted to calculate the total Quality/Technical score (as part of the first evaluation stage and, then, incorporating the presentation criteria, at the end of the second stage).
- 5.12 The response to each criterion (or where identified, sub-criterion) will be awarded a score between 0 and 5, with an indication of how the scores will be assigned as follows:

Assessment table

Assessment	Score
Unacceptable - completely fails to meet required standard or does not provide a response	0
Unsatisfactory - proposal significantly fails to meet the requirements	1
Weak - proposal falls below the requirements	2
Satisfactory - proposal meets the requirements with low levels of assurance	3
Good - proposal meets the requirements with moderate levels of assurance	4
Outstanding - proposal meets the requirement with high levels of assurance	5

- 5.13 The score assigned to each criterion (or, where identified, sub-criterion) will be multiplied by its respective weighting (or sub-weighting) in **Appendix 2**. The weighted score will be expressed relative to the maximum score for each criterion (5) and then multiplied by 100.

$$\text{Total quality score} = \sum \frac{\text{quality score} \times \text{weighting}}{5 \text{ (the maximum score)}} \times 100$$

Quality scoring example: Criterion 1 Capability

Sub-criteria	Sub - weighting (a)	Example Score (b)	Weighted Score (a x b) = c	Final score = (c/5) x 100
Organisation experience and expertise	10%	4	0.4	8.00
Staff resourcing and expertise	15%	5	0.75	15.00
Total	25%			23.00

The supplier would receive a total weighted score of 23.00 for Question 1.

- 5.14 The total quality score will be the sum of the individual weighted scores for each criterion (criteria 1 – 3 at the end of the first stage and incorporating the score from criterion 4 at the end of the second stage).
- 5.15 A bidder must score at least 3 (“Satisfactory”) against every element of the questions, in all quality criteria (including the presentation). Failure to achieve this minimum score will result in the Tender being automatically rejected, regardless of its other merits.

Presentation

- 5.16 The presentation forms part of the Quality/Technical award criteria. It accounts for 10% of the overall marks available and will be scored in accordance with the scoring methodology set out above.
- 5.17 The proposed date for the presentation is provided in the timetable at 4.4 and bidders are expected to ensure that appropriate personnel are available to deliver the presentation on that date. The top three ranked bidders following the first stage evaluation process will be notified in advance of the arrangements for the day.

Price

- 5.18 The price criteria has an overall weighting of 30%.
- 5.19 Bidders are required to complete the tables in the Pricing Schedule (**Appendix 3**). The criteria and weightings are set out in the Table below. Sub-criteria and sub-weightings, where applicable, are provided in **Appendix 3**.

Pricing element	Weighting%
Fixed	24%
Optional Services Daily Rates	6%

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Core services

5.20 The lowest fixed price for the Core Services among all compliant tenders will receive the full marks available for that pricing element. The price quoted against that element for each of the other bids will be scored proportionately to the lowest-priced, according to the following calculation

$$\text{Fixed Price score} = \frac{\text{Lowest Core Services price}}{\text{Core Services price being scored}} \times 24$$

Core services scoring example:

Bidder A submits a bid with fixed price for the Core Services of £8,000

Bidder B submits a bid with a fixed price for the Core Services of £10,000

Applying the formula above awards the maximum price score of 24.00 to bidder A who submitted the lowest price, and bidder B scoring 19.20.

$$\begin{aligned} \text{A's price score for the Core Services} &= (£8,000 / £8,000) \times 24 = 24.00 \\ \text{B's price score for the Core Services} &= (£8,000 / £10,000) \times 24 = 19.20 \end{aligned}$$

Optional Services

5.21 The individual daily rates submitted for each level of specialist with a competency will be added together to provide an average day rate for each competency. The day rates for each competency will be averaged, before the sub-weighting (3% for each competency) is applied.

5.22 The lowest average rate among all compliant tenders will receive the full marks available for that sub-weighted pricing element. The average rate for each of the other bids will be scored proportionately to the lowest-priced, according to the formula below.

$$\text{Optional Services score for each competency} = \frac{\text{Lowest average daily rate}}{\text{Average daily rate being scored}} \times 3$$

Optional Services scoring example:

Supplier A submits the following daily rates for the optional services

Specialist level	Competency: Strategy and Architecture £	Competency: Business Change £
1. Follow	550	680
2. Assist	680	670
3. Apply	670	890
4. Enable	890	980
5. Ensure/Advise	980	1,100
6. Initiate/Influence	1,100	1,200
7. Set Strategy/Inspire	1,200	1,700

Strategy and Architecture

The average daily rate for Supplier A's Strategy and Architecture support days would be £867 per day (Total of all daily rates £6,070/ the number of categories 7). Supplier B's average daily rate was £1,000 per day.

Applying the formula awards the maximum price score of 3.00 to bidder A who submitted the lowest average daily rate, and bidder B scoring 2.60.

$$\begin{aligned} \text{A's price score} &= (\text{£}867 / \text{£}867) \times 3 = 3.00 \\ \text{B's price score} &= (\text{£}867 / \text{£}1,000) \times 3 = 2.60 \end{aligned}$$

Business Change

The average daily rate for Supplier A's Business Change support days would be £1,031 per day (Total of all daily rates £7,220/ the number of categories 7). Supplier B's average rate was £1,200 per day.

Applying the formula awards the maximum price score of 3.00 to bidder A who submitted the lowest price, and bidder B scoring 2.58

$$\begin{aligned} \text{A's price score} &= (\text{£}1,031 / \text{£}1,031) \times 3 = 3.00 \\ \text{B's price score} &= (\text{£}1,031 / \text{£}1,200) \times 3 = 2.58 \end{aligned}$$

Supplier A would be awarded the maximum score of 6.00 for the Optional Services, compared to Supplier B scoring 5.18.

- 5.23 The total pricing score will be the sum of the individual weighted scores for each pricing element.

Overall ranking for the award of the contract

- 5.24 Price and weighted Quality/Technical scores will be added together to give a total score for each bidder, based on the marks available at that stage, and each bidder will be ranked accordingly.
- 5.25 Following presentations, scores from the first and second stages are added together to provide an overall score for each bidder. The highest-ranking bidder, based on the total marks available, will be recommended for contract award. Should there be a tie in scores between the bidders ranked first and second, the bidder with the lowest-priced Tender will be recommended for contract award.
- 5.26 Any Tender which in the reasonable opinion of the Evaluation Team is fundamentally unacceptable on any key point regardless of its other merits, may be rejected by the Evaluation Team, acting reasonably.

6. Transparency

- 6.1 The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") apply to the SSRO. You should be aware of the SSRO's obligations and responsibilities under FOIA and EIR to disclose, on written request, recorded information held by the SSRO. Information provided by you in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may be required by law to be disclosed, unless the SSRO considers that an exemption can be applied.
- 6.2 If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person's commercial interests, you must provide clear and specific detail as to the information concerned and the justification for it to not be disclosed. Such designation alone may not prevent disclosure if, in the SSRO's

reasonable opinion, it is required by applicable legislation or policy, or where disclosure is required by the Information Commissioner, the First-tier Tribunal (Information Rights) or a court.

- 6.3 Additionally, for reasons of transparency, the SSRO may publish its Tender documents on a publicly searchable website. The same applies to any contract entered into by the SSRO as a result of this procurement exercise. By submitting a Tender, the supplier agrees that their participation in this procurement and any resultant contract may be made public. Where Tender documents or contracts are disclosed, the SSRO will redact them as it considers necessary and, in doing so, will have regard to the exemptions in the FOIA or EIR.

7. Canvassing and bidders conduct

- 7.1 Offering an inducement of any kind in relation to obtaining this or any other contract with the SSRO will disqualify a suppliers Tender from being considered and may constitute a criminal offence.
- 7.2 Bidders will be disqualified if they:
- tell anyone else what their Tender price is or will be, before the submission deadline;
 - try to obtain any information about anyone else's Tender or proposed Tender before the submission deadline; or
 - make any arrangements with another bidder about whether or not they should Tender, or about either Tender price.
- 7.3 Should it be determined that any bidder has been communicating with any other bidder in respect to this Tender, the SSRO may, acting reasonably, disqualify both bidders.
- 7.4 The SSRO will investigate Tenders where the price appears to be abnormally low. If the bidder cannot provide substantial reasons for the low prices (which may include justifying the sustainability of the bid over the life of the contract), then the SSRO may reject the Tender.
- 7.5 You should not withdraw a Tender after the submission deadline. If you do so, and the SSRO is not satisfied with the reasons for withdrawal, then the SSRO may refuse to accept future Tenders from you.
- 7.6 If the SSRO disqualifies a bidder from this procurement, it will also consider whether to exclude the bidder from subsequent procurement exercises.

8. Conflicts of interest

- 8.1 The SSRO is keen to avoid any actual and/or potential conflicts of interest. Therefore, the SSRO requires that bidders notify it immediately should there be any conflicts of interest or risks thereof. Any bidder failing to notify a conflict that is later identified will be disqualified.
- 8.2 Bidders should also refer to section 7 of the Specification, which covers the conflict of interest arrangements in respect to the Services.

9. Acceptance of Tenders

- 9.1 The SSRO reserves the right to discontinue this procurement at any time or not to award any contract, without liability, and does not bind itself to accept any Tender.

- 9.2 Bidders are advised that in the event of their Tender being successful, the contract between the SSRO and the Contractor will only come into existence once it has been duly executed in writing by both parties.
- 9.3 No other purported method of acceptance (e.g. telephone call) or any action by the bidder (e.g. commencement of any work) shall be binding upon the SSRO or have any contractual effect.
- 9.4 Nothing contained in this ITT shall constitute an agreement. Receipt by the bidder of this ITT does not imply the existence of a contract or commitment by or with the SSRO for any purpose and bidders should note that the ITT may not result in the award of any business.

10. Bid costs

- 10.1 Tenders are to be prepared and submitted at the cost of the bidder. The SSRO will not be liable for any costs incurred by the bidder in the preparation and submission of a Tender. For the avoidance of doubt, bid costs include fees incurred by the bidder directly or indirectly as a result of preparation and submission of this Tender.

11. Terms and Conditions

- 11.1 In the event of a conflict between the ITT (including any of the Appendices or Schedules) and the Terms and Conditions, the Terms and Conditions shall take precedence.
- 11.2 The Contract will be awarded on the Terms and Conditions at **Appendix 4**. Suppliers are asked not to submit their own terms and conditions, as these will be disregarded.
- 11.3 The Contract will comprise:
- the SSRO's Terms and Conditions (including schedules contained therein);
 - the Specification (including, where relevant, any clarifications);
 - the Contractor's Tender; and
 - any other agreed Schedules.

12. Documents provided with this ITT

- 12.1 The ITT documentation pack is comprised of the following appendices:
- Appendix 1: Specification
 - Appendix 2: Response to Tender Questions
 - Appendix 3: Pricing Schedule
 - Appendix 4: SSRO Terms and Conditions
 - Appendix 5: Form of Tender
 - Appendix 6: Statement of Conduct