

**THE INFORMATION COMMISSIONER’S**

**INVITATION TO TENDER: PART A**

**Statement of Requirements**

**Bulk Print**

**Further competition under the Managed Print and Digital Solutions from Crown Commercial Service (CCS)**

**(Framework reference: RM3785 – Lot 2)**

**Closing date for submission of tender**

**\*\*\*19/09/2019 at 5pm\*\*\***

**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 the Commissioner.

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**PART B**

Part B is the tender submission document that you should complete in full and return to the Commissioner in advance of the deadline and in accordance with the instructions given.

**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:

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| **Contract** | means the contract to be entered into between the successful Tenderer and the Information Commissioner; |
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| **Commissioner** | 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; |
| **Output** | means the letter and enclosures printed by the Supplier from the digital files sent to the Supplier by the Information Commissioner; |
| **Services** | means the requirements and specification for the Services as detailed in Appendix 1 of this document, Requirements and Specification. |
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| **Supplier** | means the successful Tenderer that enters into the Contract with the Information Commissioner. |
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| **Tender** | means the Tender submitted by the Tenderer;  |
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| **Tenderer** | means an organisation that submits a completed Tender in response to this ITT. |
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1. **INTRODUCTION**
	1. In this ITT information, instructions and guidance are contained in Part A.
	2. Any Tenderer wishing to submit a Tender in response should complete and return the Part B document to the Commissioner in accordance with the instructions via the Delta eSourcing portal (https://www.delta-esourcing.com/respond/WBA3UT8N27).

## Background on the Information Commissioner

* 1. 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 her administrative and operational office, the Commissioner, regulates and enforces the Data Protection Act 2018, the Freedom of Information Act 2000, the Privacy and Electronic Communications Regulations 2003 and the Environmental Information Regulations 2004.

* 1. Further information about the Commissioner and what we do can be found on the Information Commissioner website: [www.ico.gov.uk](http://www.ico.gov.uk)
	2. The Commissioner’s head office is in Wilmslow, Cheshire, where most of its approximately 800 employees are based. There are smaller regional offices in Edinburgh, Cardiff and Belfast.

**Brief Overview**

* 1. Full details of the requirements and specification for the Services are set out in Appendix 1.
	2. In brief, the Commissioner wishes to engage a supplier of Bulk Print services under a two year Contract, with the possibility to extend by a further two twelve month periods, to print and dispatch the Outputs in accordance with the Information Commissioner requirements notified to the Supplier by the Information Commissioner from time to time. The Supplier must collate, envelope, and mail Outputs within the agreed Service Levels as outlined in Appendix 1 below.

* 1. The estimated value of the resulting Contract is expected to be approximately £200,000 exclusive of VAT per annum. This may rise to a total contract value of approximately £800,000.
	2. The estimated value of the resulting contract 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**

* 1. The objectives of the procurement are for a Supplier to print and dispatch the Outputs in accordance with the Information Commissioner requirements. The Supplier must collate, envelope, and mail Outputs as set out in Appendix 1.

**Duration**

* 1. The Contract will be for an initial period of 2 years with an option for two 12 month extensions (subject to total contract value and requirement) taking the Contract term to a total maximum of 4 years. The Contract is intended to start in the autumn of 2019 or as otherwise agreed.
	2. Any extension to the Contract will be agreed between the contracting parties. Discussions will be conducted sufficiently far in advance of the Contract expiry date to arrive at an agreed position.

**Contract Management**

* 1. After receiving notification that it is to be awarded the Contract, the Supplier will promptly notify the Commissioner of the name and contact details of the Supplier's designated Contract manager. The Supplier will attend a meeting with the Commissioner prior to commencing delivery of the Services to discuss the implementation of the Services.
	2. The Contract will be managed by the Commissioner with review meetings being held on a quarterly basis. The review meetings will enable the Commissioner and the Supplier 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;
	1. The Supplier 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 the Commissioner. The content, frequency and formatting of management information will be agreed with the successful Tenderer at the commencement of the Contract.

**Questions and Contact Details**

* 1. All requests for clarification on and questions about this ITT (whether about the Commissioner’s requirements or the Tender submission) should be sent via the Delta eSourcing portal (https://www.delta-esourcing.com/respond/WBA3UT8N27). Questions to be sent no later than 17.00 hours 05.09.2019. Tenders to be received by 17.00 hours 19.09.2019.
	2. No questions received outside of the Delta eSourcing portal will be accepted or answered.
	3. A copy of all questions raised (anonymised) and answers given will be maintained and distributed periodically to all Tenderers who have contacted the Commissioner 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.
	4. 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 the Commissioner 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.
	5. Please consider the deadline for raising clarifications and questions in your Tender response planning. The Commissioner is not obliged to answer any questions received after this date.

**2. PROCUREMENT PROCESS**

**Overview**

1. All interested Tenderers are invited to submit a Tender by no later than 17:00 - 19.09.2019. Please register on the Delta eSourcing portal via the following link <https://www.delta-esourcing.com/respond/WBA3UT8N27> to register your interest as soon as possible and preferably by the date included within the table below.
2. All compliant Tenders received will be evaluated in accordance with the evaluation criteria as set out below. The Commissioner will select a Tenderer based on the Tender which offers the most economically advantageous solution, taking into account quality and costs.
3. Tenders should be prepared and submitted using Part B of this ITT document and submitted via the Delta eSourcing portal (<https://www.delta-esourcing.com/respond/WBA3UT8N27>). At the Commissioner’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.
4. 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 Information Commissioner website. Tenderers should note this as Tenders will be accepted and evaluated by the Commissioner on the basis that the Tenderer agrees to such publication.
5. 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 Commissioner’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.
6. Presentations and/or interviews may be held as part of the procurement process. Please see section 3, Evaluation of Tenders, for further information on how these will form part of the evaluation process.

**Indicative Procurement Timetable**

1. 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 the Commissioner.

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| **STAGE / ACTIVITY** | **INDICATIVE DATE** |
| ITT issued | **22/08/2019** |
| Closing date for Tenderers to ask clarifications / questions | **17:00 - 05/09/2019** |
| Closing date for submission of Tenders | **17:00 - 19/09/2019** |
| Evaluation of Tenders –w/c | 23/09/2019 |
| Decision to shortlist to supplier presentation by | 30/09/2019 |
| Presentations and/or interviews (if required) | 09/10/2019 |
| Contract Award | 14/10/2019 |
| Contract Commencement date | **Autumn 2019** |
|  |  |

**3. EVALUATION OF TENDERS**

**Overview**

1. All completed Tenders received will be evaluated by the Commissioner in accordance with the evaluation process described below. Should any Tenderer require further clarification they should raise a clarification question via the Delta eSourcing portal as per the contact details in Section 1 of this ITT.

**Stage 1 - Compliance Check**

1. Before proceeding to evaluation a compliance check will be carried out to make sure all sections of the Part B of this ITT document have been completed and submitted and that there are no mandatory grounds for excluding the Tender.
2. 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.
3. There are also discretionary grounds for exclusion which the Commissioner 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 the Commissioner’s consideration.
4. It is the Tenderer’s responsibility to check and declare whether any of these grounds apply to them.
5. For the avoidance of doubt, the information requested under “1.Company Details” – questions A.1.1 to A.5.2 is for information only and will not be scored.

**Stage 2 - Selection and Award Criteria**

1. All Tenders passing the compliance check will then be assessed against the award criteria.
2. The most economically advantageous Tender will be chosen based on quality and cost scores weighted as follows:
* Quality - 60%; and
* Cost - 40%.
1. The methodology for evaluating Tenders against these criteria is as follows:

**Evaluating & Scoring - Cost 40%**

1. Cost will be scored by converting the prices tendered into a percentage in accordance with the formula set out below. Please note that the evaluated price will be the total cost for overall order, as calculated against the pricing matrix in ITT (Part B – Part 3. Cost Schedule (Page 11)). The Information Commissioner is not able to give a definitive total contract value, only an approximation based on current requirements. Failure to quote for all aspects of the specification will result in a score of zero for this section.

 (Lowest cost / cost being evaluated) x weighting = cost score for that Tender.

 **EXAMPLE**

 If price has a weighting of 40% and bids are submitted as follows:

 Bidder A = £1000.00

 Bidder B = £2000.00

 Bidder C = £4000.00

 Lowest Price/Submitted Price x Price Criteria Weighting:

 Bidder A = £1000.00/£1000.00 x 40 = 40%

 Bidder B = £1000.00/£2000.00 x 40 = 20%

 Bidder C = £1000.00/£4000.00 x 40 = 10%

1. Tenderers should base their Price for the supply of Services on their rates provided for the CCS Framework Agreement RM3785.

**Abnormally Low & Unacceptably High Tenders**

1. The Commissioner may ask any Tenderer to explain the price or costs proposed in their Tender where it appears to be abnormally low. If the Commissioner seeks such clarification and a Tenderer does not explain the proposed costs to our satisfaction then the Commissioner may reject the Tender as abnormally low.
2. 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.
3. In addition, any Tender which is found to be too high to be acceptable to the Commissioner may also be excluded from further consideration. In this instance, the Commissioner 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 and Scoring - Quality 60%**

1. 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.
2. Marks for quality will be allocated to Tenderer’s answers to the questions in Section 2 of Part B.
3. The Quality score formula is:

Total marks awarded for all 8 questions / Total available marks x 0.60 x 100

1. 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.
2. 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.
3. 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**

1. 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 deficiencies and/or major weaknesses.  | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the 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 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.  |

1. 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.

**Moderation**

1. Following the evaluation of the written Tenders, the Commissioner may invite the three top scoring Tenderers to attend an interview with the evaluation panel, which may include making a short presentation of no longer than 30 minutes. Within this please include a statement of the technicians and or technical services that you will make available to the Information Commissioner to carry out our requirements. Please also provide samples of paper, envelopes and letters of the type that will be used in the fulfilment of the contract using dummy data.

1. For the avoidance of doubt, the decision to hold interviews is at the absolute discretion of the Commissioner. Details of the interview arrangements and format will be provided to the invited Tenderers should the interviews take place.

**Award of Contract**

1. Upon conclusion of the evaluation, the scores for cost and quality will be combined to give a total score and the Tenderer considered by the Commissioner 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 the Delta eSourcing portal and if they accept on the terms offered an award will be made to them.
2. Tenderers who have not been chosen as preferred bidder will also be advised of this via the Delta eSourcing portal.
3. 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.
4. Tenderers must not undertake any publicity, marketing or promotional activity based on award of the Contract without prior approval of the Commissioner.
5. The Commissioner 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.
6. Upon conclusion of all the above stages, the Contract will be entered into between the Commissioner 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 terms and conditions accompanying this ITT (see “Information Commissioner - RM3785 - Call Off Form and Terms”). Tenderers should only submit a Tender if they are willing to accept this.

**4. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER**

1. You have received one copy of this ITT document. We require you to submit one ELECTRONIC copy of your Tender and all supporting documents via the Delta eSourcing portal.
2. Please ensure your submission is entitled “Tender for Bulk Print.”

**Completed Tender submissions must be received by 5pm, 19.09.2019**

1. We also recommend you keep a copy for your own records.
2. The Commissioner will take reasonable measures to safeguard all Tenders received and open them only when the submission deadline has expired.
3. The date and time the submission is received into the Delta eSourcing portal 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 the Commissioner on time.

**Completing the Tender**

1. So that the Commissioner 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.
2. 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.
1. The Commissioner 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.
2. The Commissioner may, but is not obliged to, seek further clarification from the Tenderer following submission of completed forms where required.

**Format of Tender Submission**

1. 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.**
2. 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.
3. You should complete and submit all sections of the Part B ITT document, namely:
4. Company Details and General Information
5. Response to Requirements & Specification (Part B) document
6. Costs Schedule
7. Freedom of Information Exclusion Schedule
8. Tendering Declaration
9. Declaration of Interests in or Connections with the Commissioner
10. Enclosures Checklist
11. 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.

**5. CONDITIONS OF TENDER**

1. 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 Commissioner 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**

1. Save where expressly provided to the contrary, the laws of England shall apply to this procurement process and any resulting contract.
2. The ITT documents are intended as a preliminary explanation of the Commissioner'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 Commissioner. 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 Commissioner to Tenderers.
3. No Tender is deemed accepted until the Contract has been agreed and formally approved and signed by the Commissioner, the successful Tenderer and any other relevant party and declared unconditional. The publication of the ITT does not commit the Commissioner to the award of any contract.
4. No dialogue or communication with the Commissioner 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.
5. 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.
6. The Commissioner 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 Commissioner following receipt of the ITT should make their own investigations and their own independent assessment of the Commissioner 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**

1. 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.
2. 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.
3. 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.
4. Tenderers must not:
* offer any inducement, fee or reward to any member or officer of the Commissioner;
* do anything which would constitute a breach of the Bribery Act 2010;
* canvass any officer or employee of the Commissioner in connection with the Contract; or
* contact anyone at the Information Commissioner’s Office or any person acting as an advisor to the Commissioner (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 the Commissioner.
1. Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and the Commissioner and her advisors. The Commissioner reserves the right to disqualify a Tenderer where there is an actual or potential conflict of interest. Tenderers are encouraged to seek to clarify the Commissioner's view on actual or potential conflicts prior to submission of their Tender.

**Tenderer’s responsibility to submit a complete tender**

1. 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. The Commissioner 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 the Commissioner’s judgement, this does not adversely affect the integrity and fairness of the procurement exercise.
2. Unless specifically withdrawn in writing, Tenders shall remain open for acceptance for a period of 120 days from the return date.

**Bid costs**

1. The Commissioner 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 the Commissioner for any reason.

**The Information Commissioner’s rights**

1. The Commissioner 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**

1. As a public body, the Commissioner is subject to the provisions of the FOIA 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.
2. The Commissioner 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.
3. Whilst the Commissioner 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 the Commissioner in the form provided in the Tender Submission Document (section 4 of Part B). However, the Commissioner’s decision on whether or not to disclose requested information will be final.
4. Tenderers should be aware that, in compliance with its transparency obligations, the Commissioner 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 the Commissioner’s own website.
5. Neither the Commissioner or the Information Commissioner’s Office 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**

1. No publicity regarding the Contract or its award will be permitted unless and until the Commissioner 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 the Commissioner.

**Information Sharing**

1. 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.

1. For these purposes, the Commissioner 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 Commissioner 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.

**Data Protection**

* 1. The Commissioner will collect, hold and use personal data obtained from and about the Tenderer and its staff during the course of the procurement ("Personal Data"). This makes the Commissioner a "data controller".
	2. The Personal Data provided by the Tenderer to the Commissioner may include names of individuals and job titles and the information requested in the ITT. Where the Tenderer provides information to the Commissioner, it warrants, on a continuing basis, that it has:
		1. informed the relevant individuals about the contents of clauses 5.25- 5.36;
		2. all requisite authority and has obtained and will maintain all necessary consents required under the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and any applicable national implementing laws as amended from time to time, the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable law about the processing of personal data and privacy, including any codes of conduct and guidance issued by the Commissioner) ("the Data Protection Legislation"); and
		3. otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the Commissioner the Personal Data, and allow the Commissioner to carry out the procurement. The Tenderer shall immediately notify the Commissioner if the legal basis on which the Personal Data is shared is revoked or changes in a way which would impact on the Commissioner's rights or obligations in relation to such Personal Data.
1. The Commissioner collects personal data from a number of different sources,
 including directly from the Tenderer.
	1. The Commissioner may use the Personal Data for a number of different purposes. Generally, the Commissioner will rely on the following legal grounds, as appropriate:
2. the purposes of administering the procurement process as contemplated by this ITT issued by the Commissioner and for contract management of any contract subsequently awarded. The processing is necessary for the purpose of entering into or performing a contract with the Tenderer.
3. in accordance with a legal or regulatory obligation to use the Personal Data;
4. for establishing, exercising or defending its legal rights, such as when it is faced with legal proceedings or wants to bring legal proceedings itself. the Commissioner will rely on this ground where it is necessary to resolve any complaint made against the Commissioner or in compliance with its legal or regulatory obligations. ;
5. where there is an appropriate business need to use the Personal Data, such as maintaining business records, training and quality assurance;
6. for reasons of substantial public interest;
7. where consent has been provided for use of the Personal Data. The Commissioner will rely on this ground where holding, reviewing and evaluating the information provided by the Tenderers as part of the procurement process, corresponding with the Tenderers and disclosing the results of the process, as well as for the purpose of entering into any contract which may be awarded under this procurement process.
	1. From time to time, the Commissioner may share the Personal Data with third parties. It will keep the Personal Data confidential and only share it with the third parties listed for the purposes explained in clause 5.28 above.
	2. The Commissioner will only keep the Personal Data for as long as reasonably necessary to fulfil the relevant purposes set out at clause 5.28. The Commissioner is also required to keep certain information in order to comply with its legal and regulatory obligations. The exact time period will depend on the individual's relationship with the Commissioner and the type of personal information that is held. For example, if the Tenderer is awarded a contract as part of the procurement process then the Commissioner will keep the Personal Data for longer than if the Tenderer is unsuccessful. If further information is required regarding the periods for which the Personal Data will be stored, please contact the Commissioner.
	3. The Commissioner uses a range of organisational and technical security measures to protect personal data, including firewalls and access controls, which it reviews periodically. It also ensures that its employees receive appropriate data security training.
	4. Under data protection law, individuals have certain rights in relation to the personal information that is held about them. There will not usually be a charge for dealing with these requests. Where the Commissioner holds information relating to an individual, the individual in question may exercise their rights any time by contacting the Commissioner directly.
	5. In some cases the Commissioner may not be able to comply with a request (for example, where there is a conflict with its own obligations, or to comply with other legal or regulatory requirements). However, it will always respond to any request made by an individual, and if it cannot comply with the request, will explain why.
	6. In some circumstances exercising some of the rights (including the right to erasure, the right to restriction of processing and the right to withdraw consent) will mean the procurement process may be affected or the Tenderer will not be able to continue participating. Special attention is drawn to the consequences of a request for deletion, as this may lead to an alteration of the terms of the procurement process and lead to exclusion.
	7. The rights referred to at clause 5.32 include:
		1. the right to access personal information – an individual is entitled to a copy of the personal information the Commissioner holds about them and certain details of the information is used. The information will usually be provided in writing, unless otherwise requested, or if the request has been made by electronic means, the information will be provided by electronic means where possible;
		2. the right to rectification – the Commissioner takes reasonable steps to ensure that the information it holds is accurate and complete. Where an individual does not believe that is the case, they can ask the Commissioner to update or amend it.
		3. the right to erasure - in certain circumstances, an individuals can ask the Commissioner to erase their personal information, for example where the personal information collected is no longer necessary for the original purpose or where they withdraw their consent. However this will need to be balanced against other factors. For example, the Commissioner may have legal and regulatory obligations which means it cannot comply with the request.
		4. the right to restriction of processing - in certain circumstances, individuals are entitled to ask the Commissioner to stop using their personal information, for example where they think that the personal information held may be inaccurate or where they think that the Commissioner no longer needs to use the personal information.
		5. the right to data portability - in certain circumstances, individuals have the right to ask that the Commissioner transfers personal information that they have provided to the Commissioner to another third party of their choice.
		6. the right to object to marketing – individuals can ask the Commissioner to stop sending them marketing messages at any time. They can do this either by clicking on the "unsubscribe" button in any email that is sent to them or they can contact the Commissioner directly. Even if an individual opts out of receiving marketing messages, the Commissioner may still send them service related communications where necessary.
		7. rights relating to automated decision making - sometimes the Commissioner may make decisions using automated means. The Commissioner will not make automated decisions using sensitive e personal information without first asking for the individual's consent. If an individual has been subject to an automated decision and does not agree with the outcome, they can contact the Commissioner and ask it to review the decision. It is unlikely that any information held by the Commissioner for the purposes of this procurement process will be subject to automated decision making.
		8. the right to withdraw consent - for certain uses of personal information, the Commissioner will ask for an individual's consent. Where the Commissioner does this, the individual has the right to withdraw their consent to further use of tier personal information. Please note that for some purposes, the Commissioner may need an individual's consent in order to continue with the procurement process. Withdrawal of consent may affect the procurement process and may mean that the Tenderer will not be able to continue participating. The Commissioner will advise the individual of this at the point they seek to withdraw consent.
		9. the right to lodge a complaint with the Commissioner – an individual has a right to complain to Commissioner if it believes that any use of their personal information is in breach of applicable data protection laws and regulations. More information can be found on the Information Commissioner’s Office website: <https://ico.org.uk/>. Making a complaint will not affect any other legal rights or remedies that the individuals have.
8. If the Tenderer or an individual in respect of whom the Commissioner personal data requires further information about any of the matters in these clauses 5.25 to 5.36 or have any other questions about how the Commissioner collects, stores or uses personal information, they may contact the Commissioner's data protection officer by telephoning 0303 123 1113.

**6. TERMS AND CONDITIONS OF CONTRACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The Contract terms for the Services will be in the form of the Call-Off Contract to the CCS Framework Agreement RM3785 which separately published on the Delta platform with this ITT entitled “Information Commissioner - RM3785 - Call Off Form and Terms”.
2. Completion of the call-off terms issued with CCS Framework Agreement RM3785 will be finalised by the Commissioner following the selection of the successful Tenderer and will include the details supplied within that Tenderer’s Tender submission. The Call-Off Contract terms required by the Commissioner are published with this ITT on the Delta platform as “Information Commissioner - RM3785 - Call Off Form and Terms”.
3. 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. The Commissioner is not prepared to accept any changes to the terms and conditions.
4. 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 the Commissioner 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**

**SPECIFICATION FOR THE SERVICES**

This section provides Tenderers with the details regarding the Information Commissioner’s requirements and will help Tenderers compile their Tender submission.

**Bulk printing in support of the registration process – specification for bulk print services 2019.**

**Background**

Under the 2018 Data Protection Regulations, organisations that determine the purpose for which personal data is processed (controllers) must pay the Information Commissioner a data protection fee unless they are exempt. These fees fund our data protection work, which includes our work under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA).

The new data protection fee replaces the requirement to ‘notify’ (or register), which was included in the Data Protection Act 1998. We have the power to enforce the 2018 Regulations and to serve monetary penalties on those who refuse to pay their data protection fee. In support of this process, and potentially other business requirements going forward, the Information Commissioner require a bulk printing service.

The output to be printed includes confirmation of registration, prints of register entries and letters reminding Data Controllers to renew (the “Outputs”).

This is an important public facing interface. Outputs must be printed and enveloped correctly, and dispatched (“the Service”).

**The Service**

The Supplier must print and dispatch the Outputs in accordance with the Information Commissioner requirements notified to the Supplier by the Information Commissioner from time to time. The Supplier must collate, envelope, and mail Outputs within the agreed Service Levels.

The Information Commissioner will be responsible for providing the text and layout of all Outputs. All Outputs will be duplex and colour (two-tone). However, in order to provide best value and print quality our current supplier pre-prints the letter headed stationery, and masks the logo provided as part of the PDF output during the print process. The Information Commissioner are open to such suggestions though are likely to have limited development resource available during transition so are looking for a like-for-like service where possible.

The Information Commissioner logo has to be a specific colour - Corporate Blue which is – Pantone 540U C100 M55 Y0 K55 or R0 G55 B104 HEX#003768.

The Supplier is responsible for providing all consumables, paper, envelopes, and other stationery required as part of the Service, and must ensure that adequate stocks of stationery are maintained in order to meet the Service Levels, in-line with the Information Commissioner estimates of Outputs provided to the Supplier from time to time.

An overnight batch run will be completed providing a file of the Information Commissioner Data (contact names, contact details and output requirements) which contains the Outputs which require printing via this Service. This file will be transferred to the Supplier using secure FTP at approximately 07:00 each working day.

The current Output types are detailed in table 1.

The Outputs will be submitted in PDF print ready format and will be collated into letter packs for enveloping and dispatch. Within the file, Outputs that are to be collated in to a single letter pack will be grouped by customer reference and ordered by document reference, an example of the unique GUID can be found under ‘Quality’ below.

All letter packs are to be dispatched in XC5 white window outer (162x238mm) envelopes. All envelopes are to be marked with a return address specified by the Information Commissioner.

Any letter pack containing a Direct Debit mandate (Output Type 22) will also include a pre-printed DL Manilla (BRE – 110x220mm) return envelope within the pack. We expect the numbers of these to reduce during the life of the contract, with the expected introduction of paperless Direct Debits over the coming 18 months.

All envelopes are to be sent Royal Mail 2nd class or equivalent within 2 working days of receipt of the daily print file.

The Supplier must keep accurate records of quantities of envelopes which are dispatched and send these to the Information Commissioner in order to validate invoicing. Also the Supplier must have in place procedures to check that the number of Outputs dispatched matches the number in the electronic batch file and that the number of envelopes dispatched matches the number of letter packs in the electronic batch file. The Information Commissioner must be able to check and validate this.

The Service includes the provision of a testing service to allow the Information Commissioner to verify and agree changes to printed Outputs, verify print quality and sign-off Outputs.

**Table 1 - Table of Current Outputs**

All letters are to be printed on A4 Plain 80gsm

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Correspondence | Letter code | Attachment 1 | Attachment 2 | BRE |
| Application Confirmation | 36 | 05 Register Entry Report | 22 DD Instruction | Y |
| Registration Confirmation/Confirmation of Payment/Change confirmation | 11 | 37 Registration Certificate |   |   |
| Renewal Reminder - Non DD | 13 | 22 DD Instruction |   | Y |
| Renewal Reminder - DD | 13 |   |   |   |
| 2nd Renewal Reminder  | 15 | 22 DD Instruction |   |   |
| Renewal Confirmation | 19 | 37 Registration Certificate |   |   |
| Cancellation Request Confirmation | 24 |   |   |   |
| New DD | 32 |   |   |   |
| Customer Security number | 28 |   |   |   |
| Change confirmation | 11 | 37 Registration Certificate |   |   |
| Notice of Intent | 40 |   |   | Y |
| Penalty Notice | 41 |   |   | Y |

This is a table of currently used Outputs and their codes, and is not exhaustive of the Outputs (and codes) which may be used throughout the life of the contract for the Service. There may be additional Outputs (and certainly a new stream of work later in 2019 is expected to require at least 2 additional Outputs) and associated codes. Any new Outputs will be of a similar nature (print quality, branding, paper etc) and will be sent via the same means. A number of sample letters can be found separately published on the Delta platform with this ITT.

**Volumes**

The volume of Outputs is variable and dependent on the number of Data Controllers paying a data protection fee each year.

Actual print volumes over the past 23 months are shown below for illustration:

|  |  |  |
| --- | --- | --- |
| Month | Total mailings | Total BRE enclosures |
| Apr-17 | 28,720 | 21,616 |
| May-17 | 30,406 | 21,970 |
| Jun-17 | 29,647 | 21,654 |
| Jul-17 | 28,284 | 7,346 |
| Aug-17 | 28,097 | 7,424 |
| Sep-17 | 35,976 | 8,416 |
| Oct-17 | 32,822 | 24,317 |
| Nov-17 | 27,675 | 20,673 |
| Dec-17 | 25,731 | 18,968 |
| Jan-18 | 35,733 | 26,664 |
| Feb-18 | 36,488 | 27,602 |
| Mar-18 | 29,789 | 22,251 |
| Apr-18 | 21,768 | 16,986 |
| May-18 | 29,789 | 22,251 |
| Jun-18 | 7,551 | 1,987 |
| Jul-18 | 12,081 | 5,640 |
| Sep-18 | 21,760 | 16,060 |
| Oct-18 | 24,086 | 16,581 |
| Nov-18 | 20,826 | 15,061 |
| Dec-18 | 20,343 | 15,267 |
| Jan-19 | 20,822 | 15,061 |
| Feb-19 | 24,418 | 18,431 |

**Quality**

This is an important and high volume public interface and printing of a high standard is required.

The text must be clear and not smudged and the text must be well formatted on the page and there must be compliance with standards relating to the Information Commissioner’s corporate image, logos, and document format as notified to the Supplier from time to time.

A copy of an Output which provides the minimum standard for the quality of the printing shall be provided to the Supplier prior to signing contracts.

The enveloping procedure must ensure that output for each recipient is correctly separated and that the name and address details of the recipient are clearly displayed.

Documents will be provided under the following reference:

Two digit code showing document type><YYMMDD><Guid of Contact>-<Guid of Letter Pack>-<Document Order (two digit)>-<Unique Guid>.PDF

The document order shows the order that the documents should be placed in the envelope.

A letter pack may contain out of sequent order numbers, for example a letter containing 13 – renewal reminder and 22 – direct debit mandate is to be sent in this order as letter 13 will contain the customer address, the other documents are enclosures only and not ‘lead’ documents.

The Supplier will permit the Information Commissioner to sample Outputs, to verify:

• Print quality

• Correct collation

• Correct enveloping

Samples to be provided to the Information Commissioner within 2 working days of request. The Supplier will be responsible for any reprinting and fulfilment required as a result of this sampling at no cost to the Information Commissioner. Sampling to take place no more than once in any calendar month (unless a further issue is identified).

**Security**

The Supplier must ensure safeguards are in place in order to avoid:

• loss of availability of and/or damage to the Information Commissioner Data;

• loss of integrity of the Information Commissioner Data;

• unauthorised disclosure of the Information Commissioner Data;

• unauthorised use of the Information Commissioner Data, materials, stationery or documents.

**Service Levels**

Bulk print Outputs (up to a maximum of 2000 Outputs per day) to be printed and mailed within 2 working days of receipt of the daily print file.

Bulk print test outputs delivered to the Information Commissioner within 2 working days of printing and mailing of the daily print file.

Bulk print outputs to meet requirements (including quality requirements). Where the printing and/or fulfilment process fails to meet requirements, the Supplier will test and repeat the process as required and at no cost to the Information Commissioner until the Information Commissioner verify and sign-off the service.

**Contract management**

The supplier will provide a single point of contact for the lifetime of this contract. This point of contact will be responsible for but not limited to:

• Managing the service delivery; ensuring that the printed material is delivered as and when stated.

• Managing the contract administration to ensure that the contract runs smoothly.

• Managing contingency plans.

• Approval must be sought in writing from the Information Commissioner before any part of the print process is sub contracted.

• To ensure that any legislative changes or requirements are met.

• To work with the Information Commissioner throughout the duration of the contract to identify any improvements that will ensure an efficient and cost effective service.

• Such other tasks as may be requested by the Information Commissioner from time to time.

**Business Continuity and Security of Data**

The supplier will be able to guarantee business continuity and provide details of its contingency arrangements, which should be at no additional cost to the Information Commissioner. The supplier will satisfy the Information Commissioner ICT service as to the security of its arrangements for data transfer from/to the Information Commissioner, secure storage and disposal of data in compliance with data protection legislation (Data Protection Act 2018; GDPR) as amended from time to time and meet the requirements of data protection and GDPR in relation to data security.

**Sub-Contractors**

The use of sub-contractors for any element of the contract will be subject to the Information Commissioner’s written consent and if given will be on the same terms and conditions, and the supplier will be responsible for ensuring the sub-contractor’s security, data compliance etc. are in accordance with the contract conditions and the specification.