



Department
for Work &
Pensions

Appendix 1 - Invitation to Tender

Section 1- Instructions

DWP Lease and Landlord Management Services

Reference Number EMS-13791-2021

Procedure	Mini Competition CCS Framework RM6168 Estates Management Services Lot 1- total estate management
Tender Response Deadline:	20/04/2022

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1 Introduction to Department of Work and Pensions

- 1.1 The Department of Work and Pensions (DWP) is responsible for welfare, pensions and child maintenance policy. As the GB's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.
- 1.2 DWP has one of the largest estates within the public sector with circa 1000 properties throughout the UK.

2 Scope of Works

- 2.1 This procurement is for one national supplier for the provision of Landlord and Lease Management Services.
- 2.2 The details of the services required are set out in Call-Off Schedule 20 Call-Off Specification, which is provided within the procurement documentation.
- 2.3 All other Joint, Call-Off and Additional Schedules should be read in conjunction with this procurement to understand the full requirements of the Buyer.
- 2.4 The services will relate to all of the Buyer's stock. This may fluctuate during the duration of the contract due to property disposal, acquisition and development. Details of the current stock are set out in Call-Off Schedule 20 –Specification, Annex 4 Property Data.
- 2.5 Current Arrangements -The Landlord and Lease Management Services are currently delivered by one national provider who manages all aspects of DWP's estate with respect to the negotiation of leases, renewals, disposals, liaising with the Landlord's and the Integrator.

3 Introduction to the Invitation to Tender (ITT)

- 3.1 Unless the context otherwise requires, capitalised expressions used in this document and in the various appendices to this document have the meanings given to them in the "Glossary" at the end of this document.
- 3.2 This procurement is being conducted by way of a further competition under the terms of CCS Framework Agreement RM6168 Lot 1 (total estate management) and in accordance with the Public Contracts Regulations 2015 (the "2015 Regulations").
- 3.3 Each of the Suppliers who are appointed to Framework Agreement RM6168 Lot 1 (total estate management) (each a "Potential Supplier") is now invited to submit their Tender to the Buyer in response to this document.
- 3.4 This procurement relates to the services referred to in ITT Appendix 3 –Schedule 20 – Call-Off Specification.
- 3.5 The contract go live date is 1st June 2022. The contract is anticipated to start early 1st November 2022. The Operational Commencement Date is 1 November 2022 and

will expire on the 31st October 2026, unless the Buyer implements the option to extend the contract for a further 12-month period.

4 Contract Documents

- 4.1 A contract will be entered into with the successful supplier in accordance with the call off terms set out in Appendix 3 (Contract Documents).
- 4.2 Potential suppliers submitting a Tender in response to this Invitation to Tender (“**Tenderers**”) are advised to consider the terms of the Framework Agreement and Call-Off Contract (“**Contract Documents**”) set out in Appendix 3.

The ITT consists of the following documents:

- Appendix 1 - ITT Instruction to Tenderers (this document)
- Appendix 2 – ITT Quality Questions
- Appendix 3 – Contract Documents* including Order Form and Core Terms
- Appendix 4 – Pricing Framework
- Appendix 5 – Subcontractor List Template
- Appendix 6 – Tender Certificate
- Appendix 7 – Conflict of Interest Declaration
- Appendix 8 – Information Security Questionnaire
- Appendix 9 – Non-Functional Requirements (NFR) Digital Questionnaire
- Appendix 10A – TUPE Employee Information
- Appendix 10B – TUPE Employee Information Password
- Appendix 10C – TUPE Alternative View
- Appendix 11 - Proposed Amendments to Terms and Conditions
- Appendix 12 – Offshoring Questionnaire (Optional)
- Appendix 13 – Bidders Checklist

*We would advise Tenderers to pay particular attention to the following Schedules within Appendix 3 – Contract Documents:

- Joint Schedule 1 – Definitions
- Joint Schedule 2 – Variation Form
- Joint Schedule 3 – Insurance Requirements
- Joint Schedule 4 – Commercially Sensitive Information

- Joint Schedule 5 – Corporate Social Responsibility
- Joint Schedule 6 – Key Subcontractors
- Joint Schedule 7 – Financial Difficulties
- Joint Schedule 8 – Guarantee
- Joint Schedule 9 – Minimum Standards of Reliability
- Joint Schedule 10 – Rectification Plan
- Joint Schedule 11 – Processing Data
- Joint Schedule 12 – Supply Chain Visibility
- Joint Schedule 12, Annex 1 – Supply Chain Visibility
- Call-Off Schedule 1 – Transparency Reports
- Call-Off Schedule 2 – Staff Transfer
- Call-Off Schedule 3 - Continuous Improvement
- Call-Off Schedule 4 – Call Off tender
- Call-Off Schedule 5 – Pricing Details
- Call-Off Schedule 6 – ICT Services
- Call-Off Schedule 7 – Key Supplier Staff
- Call-Off Schedule 8 – Business Continuity and Disaster Recovery
- Call-Off Schedule 9 – Security
- Call-Off Schedule 10 – Exit Management
- Call-Off Schedule 13 – Implementation Plan and Testing
- Call-Off Schedule 14 – Service Levels
- Call-Off Schedule 15 – Contract Management
- Call-Off Schedule 16 – Benchmarking
- Call-Off Schedule 18 – Background Checks
- Call-Off Schedule 20 – Call-Off Specification

5 Contract Value

5.1 Anticipated contract value £15 million.

5.2 Details of current expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any works, goods or services to any particular value and do not form part of the Call-Off Contract. For the

avoidance of doubt, no minimum spend or volumes and no exclusivity is granted to any preferred bidder. The Buyer's estate is subject to change over the life of the contract. There is a current expectation that some of the portfolio will be divested in 2023. However, portfolio numbers may change depending on the Buyer estates strategy at that time.

6 Administration of the invitation to tender.

- a. The Buyer is administering the procurement process electronically via the ePS. No hard copy documents will be issued and all communications must be conducted via the ePS.
- b. To ensure all communications relating to the procurement are received, each Potential Supplier must ensure that the point of contact it nominates on the ePS is kept up to date and is accurate at all times. Access to the ePS is available 24 hours a day, 7 days a week, and 365 days a year anywhere in the world via the internet unless notified otherwise.
- c. Support available to help Potential Suppliers to understand and use the system includes: Freephone helpdesk (0800 069 8630), available Mon-Fri 8am to 6pm (UK time in English language only) or by emailing: help@bravosolution.co.uk
- d. Potential Suppliers will have the opportunity to raise clarification questions about this ITT and all questions raised must be submitted via the ePS messaging service. Potential Suppliers must not contact any employees, agents, consultants or advisers of the Buyer direct.
- e. The final date for the submission of clarification questions along with the date of the publication of the final Q&A log is shown in the procurement timetable set out in section 3 below.
- f. A "Question and Answer" (Q&A) log will be published on the ePS and updated regularly. It will be the responsibility of each Potential Supplier to monitor the ePS for the latest version.
- g. Subject always to the Buyer's obligations under FOIA, EIR and any other applicable legislation, if a question is deemed by a Potential Supplier to be commercially sensitive/confidential, the Potential Supplier should clearly indicate as part of its question that it believes this is the case, together with clear and specific detail as to:
 - i. the precise elements which are considered confidential and/or commercially sensitive;
 - ii. why you consider an exemption under the FOIA or EIR would apply; and
 - iii. the estimated length of time during which the exemption will apply.
- h. The Buyer will consider the confidentiality/commercial sensitivity of the question and if it considers the question is not confidential/commercially

sensitive it will give the Potential Supplier the opportunity to either retract the question without receiving an answer or confirm that the question is not confidential/commercially sensitive (in which case the response will be circulated to all Potential Suppliers).

- i. If the Buyer considers a question to be confidential/commercially sensitive and that providing a response only to the relevant Potential Supplier would not favour or dis-favour any Potential Supplier nor distort competition, then it may respond only to that Potential Supplier.

7 Procurement Timetable

The Buyer envisages that the procurement will be conducted in the following stages and within the following timescales, but these are subject to change as the Buyer considers appropriate.

Table 1 -Procurement Timetable

Ref:	Description	Date:	Time:
Stage 1	Invitation to Tender issued to Potential Suppliers	28/03/2022	
Stage 2	Deadline for Potential Suppliers to submit clarification questions	08/04/22	12 Noon
Stage 3	DWP to provide final responses to clarification questions	11/04/22	
Stage 4	DWP to issue any Tender clarification questions	11/04/22	
Stage 5	Final date for submission of Tenders (the "Submission Deadline")	20/04/22	12 Noon
Stage 6	Evaluation and decision-making process	21/04/22	
Stage 7	Notification of award decision to Potential Suppliers	06/06/22	
Stage 8	Standstill period ends	16/06/22	Midnight
Stage 9	Contract award	17/06/2022	
Stage 10	Contract Start	20/06/22	
Stage 11	Contract Implementation Phase	20/06/22	30/09/22

8 Tender Submissions

- a. It is the responsibility of the Potential Supplier responding to this ITT to ensure that all the information necessary to permit the consideration of its response has been submitted to the ePS in sufficient detail and in sufficient time.
- b. This ITT has been specifically designed to be compatible with the ePS and DWP e-evaluation requirements and must not, under any circumstances, be altered by Potential Suppliers.
- c. Tenders must be submitted using the ePS Tenders submitted by any other means will not be accepted.
- d. A Tender response may be completed and submitted, via the ePS, at any time before the Submission Deadline. Instructions explaining how to submit and complete relevant responses are located within the ePS.
- e. Potential Suppliers must not seek to alter the content or functionality of any Excel spreadsheet, declaration or other response template issued as part of this ITT save only for the population of those tender-specific items of information which are specifically required to be included in relevant instructions for the response template in question.
- f. Save only to the extent (if any) specifically permitted by the Buyer to do so in relevant instructions, Potential Suppliers must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which Tender responses are required. Failure to comply with this paragraph may result in the Potential Supplier's Tender submission being rejected and the Potential Supplier being disqualified from further participation in this procurement process. If Potential Suppliers have any queries regarding this ITT or associated documentation, they should raise this as a clarification question (CQ) prior to the deadline for CQ submission as set out in the Timetable.
- g. No additional documentation should be submitted with a Tender unless specifically requested by DWP. Any further material shall not be taken into account during evaluation. In particular, information that forms part of general company literature or promotional brochures will not be evaluated and should not be submitted.
- h. The Tender should not contain any inserted, pasted or embedded pictures or documents (image files, Adobe Acrobat documents or other Word documents) unless specifically requested by DWP.
- i. All documents which are submitted (attached) in the ePS should be clearly titled at the point of uploading to the ePS as illustrated in the example below: -

Document Required	How the document should be Titled.
Implementation Phase	<ul style="list-style-type: none"> ➤ Question number (e.g. Q5) ➤ Document (Implementation Phase) ➤ Company Name (e.g. ABC Ltd) <p>Example: “ Q5ImplementationPhaseABCLtd”</p>

- j. If applicable, any additional documents requested by the Buyer must be clearly referenced within the body of the Tender using a unique, un-ambiguous and relevant file name.
- k. Documents must be saved using MS Word, MS Excel, MS Power Point, Adobe Acrobat, PDF or JPEG formats. No other file formats should be used with the exception of the following:
 - i. Technical Envelope – For question 6.1 – Implementation phase potential Suppliers must submit a Gantt chart in addition up to 3 pages.
 - ii. Technical Envelope - For question 6.2 Staff Transfer potential Suppliers must submit a Gantt chart in addition to 2 pages.
- l. Each Potential Supplier is responsible for ensuring that its Tender has been successfully completed and all relevant information uploaded to the ePS prior to the Submission Deadline. For these purposes, it is recommended that each Potential Supplier allows time for a final check to be undertaken prior to the Submission Deadline. It will not be possible for Potential Suppliers to upload any further information after the Submission Deadline. Information Technology problems affecting the Potential Supplier’s own system or internet access will not be considered reasonable grounds for late submission.
- m. A Potential Supplier may modify and resubmit its Tender at any time prior to the Submission Deadline. Any modification should be clear and submitted as a complete new Tender response in accordance with the rules in this ITT. DWP will evaluate the latest Tender submitted by a Potential Supplier within the Submission Deadline.
- n. Tenders cannot be modified after the Submission Deadline. Each Potential Supplier must ensure that it has only submitted a single Tender through the ePS (and has not duplicated its response).
- o. **Qualification Envelope** - the qualification envelope must be fully completed to confirm the bidding model for potential suppliers.
- p. **Technical Envelope** - when responding to the quality evaluation questions within the ‘Technical Envelope’ (being those questions which

will be used for the purposes of determining an overall "quality" score for each Tender submission): -

- i. each Potential Supplier must ensure that it does not exceed the **maximum page limit** stated for each question. Please do not answer questions by referring to other documents or to specific paragraphs within other documents as these will not be evaluated. Potential Suppliers should be aware that any text over the relevant page limit will be disregarded for evaluation/scoring purposes;
 - ii. each Potential Supplier should submit clear, concise and unambiguous statements that clearly describe the Potential Supplier's approach to the matters referred to in the relevant question, noting the methodology that will be used by the Buyer to determine scores for each response.
 - iii. Potential Suppliers should note that if they are successful in being awarded the contract, the statements they provided in response to each question will form part of the final contract with the Buyer for provision of the Services.
- q. Potential Suppliers are required to complete and sign the "Tender Certificate" set out in ITT Appendix 6 and upload this to the ePS with their Tender. The certificate must be signed by an authorised representative of the Potential Supplier and must not be amended or otherwise made subject to any qualifications. Each Potential Supplier should note that: -
- i. tender submissions must not be qualified. Any qualified tender (i.e. a tender submission which is on a different basis to that specified in the ITT) may be deemed non-compliant and you may be disqualified from taking any further part in this procurement;
 - ii. it must accept, without qualification, the obligations in the ITT and the Contract as the basis for providing the Services to the Buyer if successful in this procurement exercise.
 - iii. in the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the deadline for submission of clarification questions (as set out in the procurement timetable Table 1 section 7 of this ITT). Following such clarification requests, the Buyer may (in its discretion) issue (prior to the Submission Deadline) a clarification change to the Contract that will apply to all Potential Suppliers. The Buyer is under no obligation to consider any clarification requests/amendments to the Contract that are proposed after the deadline for clarification questions has passed. Any proposed amendments that are received from a Potential

Supplier as part of its Tender response shall entitle the Buyer to reject that Tender response and to disqualify that Potential Supplier from this procurement process.

- iv. its Tender must remain valid and capable of acceptance by the Buyer up to 6 months after receipt of the bid.
- r. **Commercial Envelope** - potential Suppliers are required to provide full pricing details by completing ITT Appendix 4 - Pricing Framework and uploading this to the 'Commercial Envelope' in the ePS. All prices must be in GBP and must be exclusive of VAT. Further details on how to complete this section are detailed in ITT Appendix 4 – Pricing Framework.
- s. The Pricing Schedule must be submitted in its original Excel format.

9 Evaluation Criteria and Methodology

- a. As part of the process of checking and evaluating Tenders, the Buyer may wish to seek clarification from one or more Potential Suppliers in relation to their respective Tenders. Potential Suppliers must respond to any such request for clarification in the form and within the timescales specified by the Buyer. If a Potential Supplier fails to provide a complete response to all of the requests for clarification it risks having its Tender rejected and being excluded from further participation in the procurement.

- b. The maximum weighted scores are as set out below:

Quality assessment:

Service Delivery questions - 53%.

Social Value questions - 13%.

Information Security questions - 2%.

Non-Functional Requirements (NFR) Digital Questionnaire – 2%

- c. **Commercial assessment:**

Price - 30%.

- d. There is an overall minimum score threshold for Service Delivery of **32%** (out of the maximum of 55%). In addition, some individual Service Delivery questions have individual minimum score thresholds as set out in the table in paragraph below. **Failure to meet any of these minimum score thresholds will result in the Tender being treated as non-compliant and the relevant Potential Supplier being excluded from further participation in the procurement.**
- e. There is an overall minimum score threshold for Social Value of **3%** (out of the maximum of 13). **Failure to meet the minimum score threshold will result in the Tender being treated as non-compliant and the relevant**

Potential Supplier being excluded from further participation in the procurement.

- f. Please note that page limits are not to be exceeded. DWP will only evaluate pages of a responses that are within the relevant stated page limit. Any pages in excess of the relevant page limit will be disregarded. One page is defined as 1 A4 page in MS Word (Arial font, size 12)
- g. For the avoidance of doubt, unless the context otherwise requires, references below to "you" or "your" should be read as meaning the Potential Supplier to whom the ITT has been issued.
- h. Quality assessment questions (Service Delivery and Social Value Questions) are provided in ITT Appendix A and a summary of the quality questions is provided in the tables below.
- i. Quality assessment question (Information Security) are provided in ITT Appendix B – LLM Information Security Questionnaire.

Scoring Mechanism - Service Delivery

- j. The scoring mechanism that will be applied to the Service Delivery Questions is as follows:

Quality - Service Delivery Questions - Written submission. Responses to these questions must be submitted to the 'Technical Envelope'. Maximum possible weighted score 53% Overall minimum score threshold score is 32% out of 53% Questions 1, 2 and 6.1 have individual minimum score thresholds (see table below)				
No.	Question	Question Weighting (%)	Minimum Score Threshold %	Response Maximum Page count
Approach to Delivery (36%)				
1	Section 1 - SOR Key Team	36		
Q1	SOR Key Team	8	3	4 plus, Organogram and CV's
Q2	SOR Contract Management	6	3	3
Q3	Continuous Improvement schedule	4	n/a	2
Q4.1	SOR – The Requirements – Core Services	6	n/a	3
Q4.2	SOR- The Requirements –	5	n/a	2

	Finance & Cost Management			
Q4.3	SOR- The Requirements – Call-Off Services	4	n/a	2
Q5	Changes to portfolio	3	n/a	1
Implementation of Core and Call-Off Services (14%)				
2	Section 2 - Implementation	14		
Q6.1	Implementation Schedule	7	3	3
Q6.2	Staff Transfer	3	n/a	2
Q6.3	ICT Services	4	n/a	2
Risk Management for Core and Call-Off Services (3%)				
3	Section 3- Risk Management	3		
Q7	Business Continuity Plan Schedule	3	n/a	2

Service Delivery Evaluation Criteria

0	No response (complete non-compliance)	No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.
1	Unsatisfactory response (potential for some compliance but very major areas of weakness)	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high-risk solution for the contracting authority.
2	Partially acceptable response (one or more areas of major weakness)	Weak submission which does not set out a solution that fully

		<p>addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.</p> <p>May represent a high-risk solution for the contracting authority.</p>
3	Satisfactory and acceptable response (substantial compliance with no major concerns)	<p>Submission sets out a solution that largely addresses and meets the requirements, with some details (or, where evidence is required or necessary, some relevant evidence) provided to support the solution, minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding expertise, skills and/or resources to deliver the requirements.</p> <p>Medium, acceptable risk solution to the contracting authority.</p>
4	Fully satisfactory/very good response (fully compliant with requirements)	<p>Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution, provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.</p> <p>Low/no risk solution for the contracting authority.</p>
5	Outstanding response (fully compliant, with some areas exceeding requirements)	<p>Submission sets out a robust solution (as for score of 4) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the contracting authority,</p>

		<p>provides 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.</p> <p>Very low/no risk solution for the contracting authority.</p>
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k. Social Value

- l. The policies, projects and programmes to which public spending is directed are determined by government, using the recently revised Green Book to develop proposals that both achieve their intended objectives and deliver improved social welfare or wellbeing - referred to as social value. Public procurement is critical in translating those decisions to achieve the required outputs in the way that offers the best social value for money.
- m. The huge power of public money spent through public procurement every year in the UK must support government priorities, to boost growth and productivity, help our communities recover from the COVID-19 pandemic, and tackle climate change.
- n. As a central government department, the Buyer is committed to delivering the aims of Procurement Policy Note (PPN) 06/20 (taking account of social value), and has therefore included the questions below for the ITT stage of this procurement.
- o. Potential Suppliers should refer to the PPN 06/20– [link here](#) – for a full understanding of the purpose of the Social Value section and how it will be applied to the contract, and also how the delivery of commitments made in their tenders will be managed.

Quality - Social Value Questions - Written submission. Responses to these questions must be submitted to the 'Technical Envelope'. Maximum possible weighted score 13% Minimum Quality Threshold score is 3% out of 13				
No	Question	Question Weighting (%)	Minimum Score Quality Threshold %	Page Limit
Approach to Social Value (13%)				
1	MAC 4.2 Theme – Fighting Climate Change	6%	NA	1 + Timed Action Plan + Process Map

2	MAC 2.3 Theme – Tackling Economic Inequality	7%	NA	1 + Timed Action Plan + Process Map
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Scoring Methodology for approach to Social Value

The scoring mechanism that will be applied is as follows:

Score	Definition of Score
5	<p>An excellent response that satisfies all of the following:</p> <ul style="list-style-type: none"> a) Addresses all aspects of the question in an informed and comprehensive manner; b) Demonstrates a thorough understanding of what is being asked for; c) Provides strong evidence of how that understanding will be applied in practice to the Contract; d) Provides full confidence that the Proposed Supplier will deliver the policy outcome in full; e) Provides certain, unambiguous commitments that will provide the Authority with robust, reliable and clear <i>Consultant's</i> obligations for delivering the policy outcome; f) Provides certain, unambiguous commitments that permit measurement and/or targets to be set which allow meaningful measurement of performance; and g) Provides excellent evidence that the proposed response will deliver the policy outcome.
4	<p>A good response that satisfies all of the following:</p> <ul style="list-style-type: none"> a) Addresses all aspects of the question and is of a good standard; b) Demonstrates a good understanding of what is being asked for; c) Provides good evidence of how that understanding will be applied in practice to the Contract; d) Provides a good level of confidence that the Proposed Supplier will deliver the policy outcome in full, with limited areas of doubt or uncertainty; e) Provides clear commitments that will provide the Authority with reliable and clear <i>Consultant's</i> obligations for delivering the policy outcome; f) Provides commitments that mostly allow meaningful measurement of performance; and g) Provides good evidence that the proposed response will deliver the policy outcome.
3	<p>A satisfactory response that satisfies all of the following:</p> <ul style="list-style-type: none"> a) Addresses the majority of the question and is generally of a good standard but lacks information, evidence or detail in some areas; b) Demonstrates a reasonable understanding of what is being asked for; c) Provides reasonable evidence of how that understanding will be applied in practice to the Contract;

Score	Definition of Score
	<p>d) Provides a reasonable level of confidence that the Proposed Supplier will deliver the policy outcome (but with doubt or uncertainty in some areas);</p> <p>e) Provides reasonably clear commitments that will provide the Authority with reasonably clear and reliable <i>Consultant's</i> obligations for delivering the policy outcome;</p> <p>f) Provides some commitments that can be meaningfully measured; and</p> <p>g) Provides reasonable evidence that the proposed response will deliver the policy outcome.</p>
2	<p>A poor response that:</p> <p>a) Addresses some of the question but provides a poor level of information, evidence or detail; and/or</p> <p>b) Demonstrates a poor understanding of what is being asked for and/or a lack of clarity in key areas; and/or</p> <p>c) Provides a poor degree of evidence of how that understanding will be applied in practice to the Contract; and/or</p> <p>d) Provides a low level of confidence that the Potential Supplier would deliver the policy outcome; and/or</p> <p>e) Provides a poor level of commitments and/or fails to provide the Authority with a reasonable level of clear and reliable <i>Consultant's</i> obligations for delivering the policy outcome;</p> <p>f) Provides commitments that do not allow for sufficient measurement, or are so vague as to make measurement of performance difficult; and/or</p> <p>g) Does not provide reasonable evidence that the proposed response will deliver the policy outcome.</p>
1	<p>A very poor response that:</p> <p>a) Does not address the question or has significant omissions; and/or</p> <p>b) Demonstrates a lack of understanding in significant areas; and/or</p> <p>c) Provides little or no evidence of how that understanding will be applied in practice to the Contract; and/or.</p> <p>d) Provides the Authority with little or no confidence that the Potential Supplier would deliver the policy outcome; and/or</p> <p>e) Provides few (if any) commitments and/or fails to provide the Authority with any clear and reliable <i>Consultant's</i> obligations for delivering the policy outcome; and/or</p> <p>f) Displays sufficiently vague commitments that the Authority has little to no confidence that the commitments are measurable and/or</p> <p>g) Fails to provide any evidence that the response will deliver the policy outcome</p>
0	<p>An unacceptable response that:</p> <p>a) Provides no response or contains significant omissions/oversights that prevent scoring; and/or</p> <p>b) Refuses to deliver the policy outcome and/or</p> <p>Provides the Authority with no confidence that the Potential Supplier will deliver any of the policy outcome.</p>

Each of the Social Value questions has associated Reporting Metrics. These will be used to measure the performance of the LLM Supplier when the contract has been mobilised. Potential Suppliers should note the following:

- i. The reporting metrics are included in Call-Off Schedule 14 – Service Levels.
 - ii. The Supplier will have their performance measured against these KPIs at agreed intervals.
 - iii. As per the Contract, the Buyer reserves the right (in its absolute discretion) to publish 1 (one) of the KPIs associated with Social Value as part of the government’s transparency goals. Which KPI this is will be determined following discussions with the successful Supplier.
- p. Potential Suppliers are advised to read the guidance available in the [“Social Value Model”](#) and [“Guide to Using the Social Value Model”](#) and take this into account when preparing their tender responses.
- q. Quality assessment (Service Delivery and Social Value) – applying the relevant weightings
- i. Applying the methodologies above, a Moderated Score (out of a maximum of 5) will be determined for each question.
 - ii. Each Moderated Score will then be weighted by the stated weighting factor for the relevant question to arrive at a weighted percentage score. Each of these weighted percentage scores will then be added together to arrive at an overall percentage score for the "Service Delivery" and "Social Value" element of the Tender evaluation process.
 - iii. For these purposes, any percentages will (where not a whole number) be expressed as numbers rounded to two decimal places.

Please see example below (for illustration purposes only): -

Question Weighting (%)	Weighting divided by maximum possible score of 5	Potential Supplier’s Moderated Score	Total percentage score achieved by Potential Supplier for the response (%)
15	3	2	6
10	2	3	6
5	1	4	4

r. Information Security

Background

The DWP has legal and regulatory obligations to verify that the suppliers we work with have the appropriate standard of security in place to protect our data and our assets.

Having considered the type of service you may be providing, and the volume and type of data you will process, store and/or transmit on behalf of the DWP, we would like to understand more about your security activities.

Information Security Questionnaire (ISQ)

DWP Information Security Questionnaire (ISQ) – the DWP requires security assurance of bidder proposed solutions and/ or services in response to the requirements set out in our Security Schedule and supporting documents. We are specifically looking for responses in relation to infrastructure, devices, processes that have access to, process, transmit or store any DWP data or support to deliver such services or solutions.

Quality – Information Security Questions The completed ISQ questions must be submitted to the ‘Technical Envelope’. Maximum possible weighted score 2% Minimum Quality Threshold score is N/A				
No.	Question	Question Weighting (%)	Minimum Score Quality Threshold %	Page Limit
Information Security Questions (2%)				
S01-S38	Information Security Questionnaire – Security tab (all questions weighted equally)	2%	NA	N/A

Please complete the Information Security Questionnaire (ISQ). This will be used by DWP to assess your compliance with DWP Security Schedule, Policies, Standards and Industry Good Practices. You must complete the Information Security Questionnaire in accordance with the instructions in the Instructions tab, submitting evidence as necessary.

Bidders must complete the Background Information tab and provide any supporting evidence. The Buyer reserves the right to request any further information or supporting evidence it may require. The response you provide in the Background Information tab is for information purposes only and will not be scored.

Bidders must complete the Service Security tab in full, providing supporting comments in column G to describe how you will, or do, meet each of the minimum requirements as listed in the guidance in column D.

1. In column F, if you state “Yes, we already have this”, i.e. Certifications, Policies, Process documentation, or any other document(s) you have referred to in your supporting comments, Bidders must attach a copy of

- the supporting evidence. Please state the document name and relevant section within the document(s) in column H.
2. If, in column F, you state “No” or “N/A”, please provide supporting comments in column G that detail the reason why you deem this is as being a no response, or deem this as being not applicable to this contract.
 3. If, in column F, you state “Planned for development”, please provide a detailed plan in column G. This should include actions and associated timescales to achieve compliance by contract go live date, in line with Buyer minimum security requirements as listed within the Information Security Questionnaire at guidance column D.
 4. The Buyer reserves the right to request any further information or supporting evidence it may require.
 5. The response you provide in the Service Security tab will be evaluated and scored. Please note, failure to provide the necessary evidence and complete the ISQ in line with the instructions may have a negative effect on your score.

Bidders must complete the Declaration tab. This is for information only and will not be scored.

Once the questionnaire has been completed, please name the document Appendix 8 – ITT – Information Security Questionnaire and Supplier Name, please upload into the technical envelope.

The scoring mechanism that will be applied to each question in the Service Security tab is as follows:

Score	Descriptor	Rationale
0	Demonstrates no compliance	No response or fails to answer the question with no explanation, no evidence, no action plan for meeting the relevant security requirements.
5	Demonstrates some compliance	Response meets some parts of the question with some explanation, evidence and/or an action plan, but with gaps in meeting some security requirements. Answers question but does not submit all necessary supporting evidence.
10	Demonstrates full compliance	Response fully answers the question and is supported by all necessary evidence and/or satisfactory action plan for meeting security requirements. Shows a comprehensive understanding of the relevant requirement(s) and the ability to deliver them to a high standard.

- i. Each of the 35 Information Security questions are weighted equally and the total score will be the sum of the allocated scores, as described in the table above.
- ii. The total weighted score for the Information Security Questions shall be calculated as follows:
 - a) Total score per question divided by maximum available score 350, multiplied by 2 (weighting for section)

- b) Example: The Information Security weighting is 2%, the ISQ has 35 questions (maximum available score of 350). If the bidder scored 5 on every question their total score would be 175. Their total weighted score would be calculated as follows:

$$175/350 \times 2 = 1 (\%)$$

s. **Non-Functional Requirements (NFR) Digital Questions**

- t. There is a separate NFR Digital Questionnaire that requires completion from the proposed bidders.

Quality – Non-Functional Requirements (NFR) Digital				
The completed NFR questions must be submitted to the ‘Technical Envelope’.				
Maximum possible weighted score 2%				
Minimum Quality Threshold score is N/A				
No.	Question	Question Weighting (%)	Minimum Score Quality Threshold %	Page Limit
Information Security Questions (2%)				
As per Questionnaire	Questionnaire	2%	NA	N/A

- u. Each of the 12 digital questions are weighted equally and the total score will be the sum of the allocated scores, as described in the table above.
- v. The total weighted score for the Non-Functional Requirements Questions shall be calculated as follows:
- w. Total score per question divided by maximum available score 120, multiplied by 2 (weighting for section)
- x. Example: If the Digital weighting is 2%, the Digital has 12 questions (maximum available score of 120), and the bidder scored 5 on every question their total score would be 60.
- y. **60/120 x 2 = 1 (%)**

Scoring Matrix

Score	Descriptor	Rationale
0	Demonstrates no compliance	No response or fails to answer the question with no explanation, no evidence, no action plan for meeting the relevant requirements.
5	Demonstrates some compliance	Response meets some parts of the question with some explanation, evidence and/or an action plan, but with gaps in

		meeting some security requirements. Answers question but does not submit all necessary supporting evidence.
10	Demonstrates full compliance	Response fully answers the question and is supported by all necessary evidence and/or satisfactory action plan for meeting security requirements. Shows a comprehensive understanding of the relevant requirement(s) and the ability to deliver them to a high standard.

z. The potential bidder will complete column F, indicating 'Fully meets', 'Meets some' or 'Does not meet' with supporting evidence provided in column G. Please note that there is a word limit of 250 words per requirement. Any words exceeding the 250 word column will not be evaluated.

aa. Once the questionnaire has been completed, please name the document Appendix 9 Digital Questionnaire and Supplier Name, please upload into the technical envelope.

bb. The Non-Functional Requirements Questionnaire contains some Business-Critical Requirements identified in column D. Failure to achieve a score of 10 (demonstrates full compliance) on these questions may result in the Tender being treated as unacceptable and the relevant Potential Supplier being excluded from further participation in the procurement.

cc. Price Evaluation – Commercial Envelope. Maximum weighted score 30%

- i. Those Tenders that have met or exceeded the minimum threshold score(s) for Service Delivery and Social Value as set out above will be evaluated for price. The Buyer will not evaluate the Commercial Envelope where potential suppliers fall below the threshold scores.
- ii. Please complete in full the Pricing Model and Resource Schedule as defined and specified in Framework - Appendix 4 and submit to the 'Commercial Envelope' in the ePS. **The Resource Schedule must be aligned to the Services as detailed in ITT Section 3.0 Requirements.**
- iii. For the avoidance of doubt, whilst Potential Suppliers are required to provide a fully completed Resource Schedule in order to substantiate the basis on which its overall price for the Services has been calculated, the Contract will operate on the basis of Fixed Fees and scores in respect of the "price" element of the Tender evaluation process will be determined according to the relevant Total Tender Contract Price proposed by each Potential Supplier.
- iv. The 'Total Tender Contract Price' that will be evaluated shall be the sum in the Pricing Schedule, Contract Price Summary sheet, Cell C43.

- v. The Potential Supplier with the lowest Total Tender Contract Price (as derived from ITT Pricing Framework Appendix 4) will achieve the highest score available for price and the other Tenders a relatively lower score based on the percentage difference between them.
- vi. Percentage differences and relative scores will be expressed as numbers rounded to two decimal places.
- vii. If for example (and without this to be treated in any way as indicative of DWP's expectations) the lowest price submitted is £100k that Tender submission will receive the full points available (30%). If another Tender submission is for £110k, this is 10% more expensive than the lowest price and therefore 10% of the points will be deducted.
- viii. Example below:

Example (Maximum percentage score for Price 30%)				
Supplier	A	B	C	D
Price	£100,000	£110,000	£120,000	£130,000
% difference from lowest price	0%	10%	20%	30%
Points deducted from maximum of 30 points	N/A	3.0	6.0	9.0
Score (%)	30	27	24	21

- ix. Potential Suppliers should be aware that although this calculation may result in a negative number, the minimum possible score for price shall be nil (0).
- x. Potential Suppliers should also be aware that when evaluating price submissions, the Buyer will consider the credibility of the price submitted. If prices (including associated costs) appear to be abnormally low, the Buyer will seek an explanation from the Potential Supplier in accordance with Regulation 69 of the Public Contracts Regulations 2015 ("PCR 2015"). If the evidence supplied by the Potential Supplier does not satisfactorily account for the low level of prices or costs, the Buyer reserves the right to reject the Tender and exclude the relevant Potential Supplier from further participation in the procurement in accordance with Regulation 69.

- xi. Potential Suppliers should note that prices cannot be altered after Tenders have been submitted.

dd. **Calculation of Total Score.** The total score will be calculated by combining the total Quality (Service Delivery, Social Value, Information Security and Non-Functional requirements (NFR) Digital score with the total Price score. The award decision will be subject to an internal Buyer approvals process.

10 Reliance

- a. The only information upon which any Potential Supplier or member of a Potential Supplier's Team may rely in respect of this procurement will be such information (if any) as may be specifically and expressly represented and/or warranted in the Final Contract.
- b. Subject only to paragraph 6.1: -
 - i. Potential Suppliers considering entering a contractual relationship in respect of the Services should make their own investigations and enquiries as to the Buyer's requirements beforehand; and
 - ii. neither the Buyer nor any of its officers, ministers, employees, agents or advisors makes any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accepts any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of this ITT and/or any Associated Documents (including, but not limited to, loss or damage arising as a result of reliance placed by the Potential Supplier and/or any member of the Potential Supplier's Team on any such information).
- c. The issue of this ITT is not to be construed as a commitment by the Buyer to enter into a contract as a result of the procurement. The Buyer reserves the right not to award a contract for any reason. The Buyer is not bound to accept the most economically advantageous, or any, tender. Any expenditure, work or effort undertaken prior to the execution of any final contract is accordingly a matter solely for the commercial judgement of the Potential Supplier and (if applicable) members of the Potential Supplier's Team. Potential Suppliers must bear all of their own costs and expenses in connection with this procurement. Under no circumstances shall the Buyer or its officers, ministers, employees, agents or advisors incur any liability for any costs, expenses, losses or damage incurred by Potential Suppliers or their advisers in connection with the procurement process, whether or not the procurement proceeds.

11 Confidentiality

- a. Subject to the exceptions referred to in paragraph 7.3 below, the ITT and Associated Documents are made available to Potential Suppliers on condition that each Potential Supplier: -
 - i. shall at all times treat the ITT and Associated Documents as confidential;
 - ii. subject to paragraph 7.3, shall not disclose, copy, reproduce, distribute or pass the ITT and/or any Associated Documents to any other person at any time or allow any of these things to happen;
 - iii. shall not use the ITT and/or any Associated Documents for any purpose other than for the purposes of preparing for, and engaging in the procurement. and submitting (or deciding whether to submit) a Tender;
 - iv. shall comply with the provisions of paragraph 11 (which contains restrictions on publicity activity within any section of the media); and
 - v. shall procure that each of the members of the Potential Supplier's Team who receives any of the information is made aware of, and complies with the provisions of, this paragraph 7 as if it were a Potential Supplier.
- b. Any Potential Supplier who, in the Buyer's opinion, breaches any of the requirements of paragraph 7.1 above may, at the Buyer's sole discretion, be disqualified from further participation in the procurement (without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability which such conduct by a Potential Supplier may attract).
- c. Potential Suppliers may disclose, distribute or pass the ITT and Associated Documents to another person if either:
 - i. this is necessary and done for the sole purpose of enabling a Tender to be submitted and the person receiving the ITT and Associated Documents undertakes in writing to keep the ITT and Associated Documents confidential on the same terms as set out in paragraph 7 of this ITT; or
 - ii. the Potential Supplier obtains the prior written consent of the Buyer in relation to such disclosure, distribution or passing of the ITT and Associated Documents.
- d. By participating in this procurement., Potential Suppliers understand and agree, and shall procure that all others whose information is supplied to support their Tenders agree, that the Buyer is permitted to disclose all

information submitted to it to the United Kingdom Parliament or any other contracting Buyer (as defined in the 2015 Regulations), office or agency of Her Majesty's Government in the United Kingdom and their officers, ministers, servants, agents and advisers. In addition, Potential Suppliers' attention is drawn to paragraphs 13.1 to 13.6 below.

12 Canvassing

- a. Any Potential Supplier or member of the Potential Supplier's Team who, in connection with the procurement:
 - i. offers any inducement, fee or reward to any servant or agent of the Buyer or any person acting as an advisor to the Buyer in connection with the Procurement; and/or
 - ii. contacts any servant or agent of the Buyer or any person acting as an advisor to the Buyer prior to a contract being entered into about any aspect of the Procurement in a manner not permitted by this ITT,
 - iii. may at DWP's absolute discretion be disqualified from further participation in the Procurement (in either case without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability which such conduct by a Potential Supplier or member of the Potential Supplier's Team may attract).
- b. Paragraph [12(a)] applies without prejudice to Regulation 57 of the 2015 Regulations which provides, in certain circumstances, for the mandatory exclusion of Potential Suppliers.

13 Non-Collusion

- a. Any Potential Supplier or member of the Potential Supplier's Team who, in connection with this Procurement and without obtaining the prior written consent of the Buyer:
 - i. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Potential Supplier's Team acting in that capacity);
 - ii. enters into any agreement or arrangement with any other person (other than a member of the Potential Supplier's Team acting in that capacity) that it shall refrain from submitting a Tender or as to the amount of any Tender to be submitted;
 - iii. causes or induces any person to enter such agreement as mentioned in paragraphs 9.1.1 or 9.1.2 above or to inform the

Potential Supplier or a member of the Potential Supplier's Team of the approximate amount of a rival tender;

- iv. offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omissions; or
- v. communicates to any person other than the Buyer or a member of the Potential Supplier's Team the amount or approximate amount of its Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Tender), may at DWP's absolute discretion be disqualified from further participation in the Procurement (without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability that such conduct by a Potential Supplier may attract).

14 Copyright

The copyright in this ITT and the Associated Documents is vested in DWP. This ITT and the Associated Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Buyer except for the purposes of preparing and submitting Tenders.

15 Publicity

Potential Suppliers and members of the Potential Supplier's Team shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract has been entered into) any publicity or activity with any section of the media (including, but not limited to, making any announcements) in relation to this Procurement and/or the Services other than with the prior written consent of DWP. In this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

16 Right to Reject Initial Tenders/Exclude Potential Suppliers

The Buyer reserves the right to reject a Tender and/or exclude a Potential Supplier and/or one or more members of the Potential Supplier's Team from further participation in the Procurement where:

- i. a Tender is submitted late, is completed incorrectly, is incomplete, is submitted other than via the ePS or otherwise fails to meet any of DWP's submission requirements which have been notified to Potential Suppliers, including those set out in this ITT;

- ii. the Potential Supplier and/or any relevant members of the Potential Supplier's Team falls within one of the exclusion grounds in Regulation 57 of the 2015 Regulations at any stage during the Procurement;
- iii. the Potential Supplier and/or any relevant members of the Potential Supplier's Team are guilty of material misrepresentation or false statement in relation to any Tender and/or the Procurement;
- iv. the Potential Supplier and/or any member of the Potential Supplier's Team fails to comply with any of the terms set out in this ITT and/or any Associated Documents;
- v. as a result of any Change in Circumstance the Buyer considers that a Potential Supplier and/or particular members of the Potential Supplier's Team should be excluded from further participation in the Procurement; and/or
- vi. the Buyer has a right under any other provision in this ITT and/or under the general law to reject a Tender and/or exclude the Potential Supplier and/or one or more members of the Potential Supplier's Team from further participation in the Procurement.

17 Freedom of Information

- a. All information relating to any Potential Supplier, any member of the Potential Supplier's Team and/or any Tender which is submitted to the Buyer and/or any information relating to any contract to which the Buyer is party, including information arising under a contract or about its performance, may be accessible under the FOIA or EIR. The Buyer is under a legal obligation to disclose such information if requested, unless an exemption applies. The Buyer may also be required to disclose requirements under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction.
- b. Any Potential Supplier must, as part of this Procurement, identify to the Buyer information which it submits, whether on its own behalf or, in the case of consortiums, on behalf of the relevant consortium members, which it regards as being potentially exempt from disclosure by the Buyer under the FOIA or EIR. Such identification may be either specific or by class. The Potential Supplier must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Potential Supplier should also indicate whether it considers that the potential exemption from disclosure applies only for the duration of the Procurement or whether the potential exemption would continue after the conclusion of the Procurement.

- c. Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle the Buyer will seek to prevent, or restrict the scope of confidentiality obligations sought to be imposed upon it other than in accordance with the FOIA or EIR. As such the Buyer reserves the right not to accept, in whole or in part, receipt of any information marked as confidential or sensitive or to require further explanation of the reasons why the Potential Supplier considers confidentiality obligations to be appropriate in a particular case.
- d. Where a Potential Supplier has indicated that information should be exempted from disclosure, the Buyer may disclose this information following its own consideration of the situation. The Buyer may, in its absolute discretion, consult with the Potential Supplier before making a decision on a request for information. The interpretation of the Buyer in relation to any exemption shall be final. The Buyer shall not be liable for any loss, damage, harm of other detriment however caused arising from any disclosure of information under FOIA or EIR.
- e. Without prejudice to the other provisions of the paragraphs above, Potential Suppliers acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA, the content of the Final Contract may be disclosed under the FOIA. The Buyer shall be responsible for determining in its absolute discretion whether any of the content of the Final Contract is exempt from disclosure in accordance with the provisions of FOIA.
- f. Subject to redactions for confidentiality as determined by DWP, notwithstanding any other term of the Final Contract, each Potential Supplier in the event that it is appointed as the supplier of the Services hereby gives its consent for the Buyer to publish the Final Contract in its entirety, including from time to time agreed changes to the Final Contract, to the general public. The Buyer may consult with the relevant Potential Supplier to inform its decision regarding any redactions but the Buyer shall have the final decision in its absolute discretion. The relevant Potential Supplier shall assist and cooperate with the Buyer to enable the Buyer to publish the Final Contract.

18 Change in circumstances

- a. All Tenders received by the Submission Deadline will be checked for compliance against the requirements of this ITT. All compliant tenders will then be evaluated in accordance with the evaluation process described in this document.
- b. Each Potential Supplier is required to notify the Buyer of the occurrence of any of the events listed below (each a "Change in Circumstance") immediately upon becoming aware of any such event. A Change in Circumstance means the occurrence of any of the following:

- i. any change, or anticipated change, to the information previously provided to the Buyer in respect of the Potential Supplier and/or any member of the Potential Supplier's Team, including (but not limited to) any change to: (i) the identity, control or financial standing of the Potential Supplier and/or any member of the Potential Supplier's Team; or (ii) the structure of any consortium and/or sub-contracting arrangements or any other aspect of the relationship, or proposed relationship, between the Potential Supplier and any member(s) of the Potential Supplier's Team; or
 - ii. any other change, or anticipated change, to the circumstances of the Potential Supplier and/or any members of the Potential Supplier's Team, or the basis of its Tender, which may be expected to influence DWP's decision on the suitability or capability of that Potential Supplier and/or any relevant member of the Potential Supplier's Team to provide the Services.
- c. Any such notification shall provide full details of the actual or anticipated Change in Circumstance.

19 Competition Matters

- a. Each Potential Supplier is responsible for complying with any applicable competition law requirements and for obtaining any clearances required under these requirements. For the avoidance of doubt, this includes but is not limited to any merger control clearances which may be required for the creation of the Potential Supplier entity.

20 Conflicts of interest

- a. Potential Suppliers are responsible for ensuring that there are no conflicts of interest between the Potential Supplier and/or the members of the Potential Supplier's Team and DWP. Each Potential Supplier must notify the Buyer of any actual or potential conflict of interest that may be relevant to this Procurement and/or the submission or evaluation or any Tender as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Buyer may result in the Potential Supplier and/or members of the Potential Supplier's Team being excluded from further participation in the Procurement.
- b. Each Potential Supplier must ensure that, in the event that any member of the Potential Supplier's Team is also involved or potentially involved in a competing tender, the Buyer is promptly notified and appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between the relevant Potential Suppliers. In the event that the Buyer considers that adequate arrangements have not been put in place, the Buyer reserves the right to

exclude any affected Potential Supplier from further participation in the Procurement.

- c. Potential Suppliers are required to complete and return the Conflict of Interest declaration at ITT Section 4 (*Conflict of Interest*) with their Tender.

21 Publicity

No publicity regarding this procurement or the award of this Contract will be permitted unless and until the Buyer has given express written consent to the relevant communication. Tender Process & Costs

- a. the Buyer reserves the right at any time:
 - i. to issue amendments or modifications to the ITT and/or the Associated Documents;
 - ii. to alter the timetable or any other any aspect of the Procurement;
 - iii. not to award a contract;
 - iv. to cancel or withdraw from the Procurement at any stage; and/or
 - v. to re-invite Tenders on the same or any alternative basis.
- b. Any costs, losses or expenses incurred by any Potential Supplier or the Potential Supplier's Team or any other person in connection with the Procurement, including (but not limited to) the submission of Tenders, will not be reimbursed by the Buyer and neither the Buyer nor any of its officers, ministers, employees, agents or advisors will be liable in any way to any Potential Supplier, any member of the Potential Supplier's Team or any other person for any costs, expenses or losses incurred by any Potential Supplier, any member of the Potential Supplier's Team or any other person in connection with this Procurement, including (but not limited to) where the Procurement is cancelled or the Buyer otherwise decides not to award a contract pursuant to the Procurement.

22 Withdrawing from Procurement

- a. Potential Suppliers may decline to take part in the Procurement, but should they choose not to participate, they should alert the Buyer promptly, giving reasons, and immediately destroy all copies of the documentation and any other material issued or made available to them by or on behalf of the Buyer or downloaded from the ePS, and all electronic data supplied by or on behalf of the Buyer shall forthwith be permanently deleted from the Potential Supplier's storage devices and from the storage devices of any other persons to whom the Potential

Supplier may have passed the same (whether or not permitted by the Buyer).

23 Governing law & jurisdiction

- a. This Procurement and any Final Contract shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

24 Languages

- a. English shall be the official language for all means of communication between Potential Suppliers and the Buyer on all matters relating to the Procurement.

25 DWP Complaints Procedure

- a. The Buyer has published a Commercial Complaints Process for use during competitive procurements which can be found at <https://www.gov.uk/government/organisations/department-for-work-pensions/about/procurement#:~:text=How%20to%20complain,the%20DWP%20Commercial%20Assurance%20team.>
- b. This gives details of:
 - i. The DWP Commercial Complaints Process;
 - ii. Information to accompany a commercial complaint.

26 Return of documents

The Buyer is unable to return any documents submitted by Potential Suppliers responding to this ITT.

27 TUPE

- 27.1 The attention of each Potential Supplier is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) ("TUPE") may apply to the workforce of the incumbent supplier in relation to the services to be provided under the Call-Off Contract.
- 27.2 Whether or not TUPE applies is a matter of law. It is the Buyer's view that TUPE is likely to be applicable if the Procurement Process results in a contract being entered into in respect of Services. Nevertheless, it is the responsibility of each Potential Supplier to consider whether or not TUPE would be likely to apply in the individual circumstances of its own Tender (Appendix 10C).
- 27.3 Potential Suppliers' attention is drawn to the staff transfer provisions set out in Call-Off Schedule 2 (Staff Transfer) of the Contract.

- 27.4 An indicative list of the employees (together with the relevant employment details) who are likely to transfer to the Successful Supplier on the Start Date (as defined in the Contract) is set out in the TUPE Employee Information on the Portal (Appendix 10A). This list has been provided by the incumbent supplier. The Buyer does not guarantee its validity or accuracy and is not to be liable to any Potential Supplier for any inaccuracies in such information.
- 27.5 Tenderers should include any anticipated TUPE costs in their Pricing submission,

28 Glossary of Terms

2015 Regulations	means the Public Contracts Regulations 2015 (as amended);
Associated Documents	means, in addition to the ITT, any other documents, material or information (in any format) which the Buyer may from time to time provide or make available in connection with the Procurement;
Change in Circumstance	has the meaning given to that expression in paragraph 18b of this document;
Consultant	has the same meaning as in the Contract;
Contract	means the form of contract set out at Appendix 3 of the ITT, being the form of contract, which will apply to any contract awarded by the Buyer for the Services pursuant to the Procurement;
DWP (also referred to as the "Buyer")	means the Secretary of State for Work and Pensions acting as part of the Crown through his/her representatives in the Department for Work and Pensions;
EIR	means the Environmental Information Regulations 2004;
ePIMS	The Electronic Property Information Mapping Service. The Central Government database of properties recording location, lease details and usage;
ePS	means the web based DWP e-Procurement Solution used by the Buyer for the purposes of administering the Procurement;
Final Contract	the contract (if any) actually entered into between the Buyer and the Successful Supplier pursuant to the Procurement;
FOIA	means the Freedom of Information Act 2000;
ITT	means this invitation to tender pack comprising a front end "Invitation to Tender" document and various Sections and appendices to this.
LLM	means Lease and Landlord Management Services
Method Statements	means the successful Potential Supplier's proposed method statements for the provision of the Services, to be included in Part 2 of Schedule 1 of the Contract;

Moderation Meeting	means a meeting (or meetings as the case may be) at which members of DWP's evaluation team will meet with one or more moderators in order to reach a consensus decision on the scoring of each scored element of a Tender response; In the event of a consensus not being reached then the majority decision will prevail;
Moderated Score	means the final score which is applied to each scored element of a Potential Supplier's Tender response following a Moderation Meeting;
Potential Supplier	means each of the suppliers who have been invited by the Buyer to submit a Tender;
Potential Supplier's Team	means: (i) in the case of any consortium or prime/sub-contract bid structures, the Potential Supplier and each of the relevant consortium members or sub-contractors; and (ii) any officers, employees, agents or advisors of the Potential Supplier and/or (if applicable) of any relevant consortium members or sub-contractors;
Services	the particular services, in respect of the particular project(s), which are the subject of this ITT and the Statement of Requirements;
Submission Deadline	means the final time and date by which Tenders must be submitted, being the relevant time and date set out in the procurement timetable at paragraph 3.1 of this document, or such other time and date as may be communicated to Potential Suppliers for these purposes;
Successful Supplier	means the Potential Supplier who is successful in being awarded a contract by the Buyer pursuant to the Procurement;
Supply Chain	means those sub-contractors and other third-party suppliers (if any) who a Potential Supplier proposes to use/engage with for the purposes of delivering the Services if successful in the Procurement;
Tender	means a tender, in respect of the Services and in response to this ITT, which is or (as the context requires) may be submitted in response to this ITT by a Potential Supplier.