
**Independent Parliamentary Standards Authority
Tender for Managed Infrastructure Support Services**

Invitation to Tender

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PART 1

1 Definitions

Within this document and all related documents the following definitions shall apply:

Bidder	an organisation (or organisations collectively) submitting a Tender for the award of the Contract;
Contract	a contract entered into between the IPSA and the Successful Bidder for the Services, a draft of which is set out at Appendix E to this ITT;
Contract Award	the date on which the IPSA confirms its intention to enter into the Contract with the Successful Bidder;
Evaluation Criteria	the criteria set out in Part 2 of this ITT that Bidders will be evaluated against to determine the award of the Contract to the Successful Bidder and Evaluation Criterion, Evaluation Sub-Criteria and Evaluation Sub-Criterion will be construed accordingly;
Financial Model	the document attached as Section B of Part 3 of this ITT;
Form of Tender	the form to be signed and returned with the Tender by each Bidder as set out in Part 4;
IPSA	the Independent Parliamentary Standards Authority, being the contracting authority for this Procurement Exercise;
ITT	this Invitation To Tender that the IPSA has issued to Bidders;
ITT Period	the period identified in section 5 between the issuing of the ITT and the final date for submission of Tenders;
Most Economically Advantageous Tender	a method of evaluation in accordance with the 2015 Regulations that takes into account both quality and price;
Non-Collusion Certificate	the form to be signed and returned with the Tender by each Bidder as set out in Part 5;
OJEU Notice	the notice issued for publication in the Official Journal of the European Union on or around 9 May 2016 in relation to this Procurement Exercise;
Portal	the In-tend portal used by the IPSA for this Procurement Exercise;
Procurement Documents	the ITT and documents referred to at paragraph 3.1 together with any additional documents associated with this Procurement Exercise and issued by the IPSA to Bidders;
Procurement Exercise	the procurement exercise being run by the IPSA using the open procedure in accordance with Regulation 27 of the 2015

	Regulations to identify the Preferred Bidder to provide the Services;
Quality Response Template	the template set out in Section A of Part 3;
Selection Criteria	the criteria set out in Part 2 of this ITT that Bidders will be evaluated against;
Selection Criteria Response Template	the template set out in Appendix B to this ITT
Services	the Managed Infrastructure Support Services as fully described in the Specification;
Specification	the specification attached as Appendix A to this ITT;
Successful Bidder	the Bidder whose Tender receives the highest score following evaluation of the award stage of the Procurement Exercise and who has not been eliminated from the Procurement Exercise;
Tender	the response by a Bidder to the ITT;
2015 Regulations	the Public Contracts Regulations 2015.

2 Introduction

- 2.1 On 7 May 2016 the OJEU Notice was uploaded for publication in the Official Journal of the European Union by the IPSA inviting expressions of interest in the procurement of a provider for the Contract.
- 2.2 It is anticipated that the Contract will be for a period of 3 years with the option to extend by one or more periods of up to 12 months (with a maximum of two extension periods). The anticipated value of the Contract is between £1,300,000 and £2,500,000 (exclusive of VAT)
- 2.3 This is a competitive procurement conducted in accordance with the open procedure under Directive 2014/24/EC as implemented by the 2015 Regulations and set out in the OJEU Notice.
- 2.4 The IPSA is issuing this ITT to the Bidders to commence the tender stage of this Procurement Exercise. The purpose of this ITT is to request Bidders to submit a Tender with a view to identifying the Most Economically Advantageous Tender which best meets the IPSA's requirements for the Contract.
- 2.5 The IPSA was set up in 2009 as the independent body that regulates and administers MPs' business costs, expenses, pay and pensions. The IPSA's aim is to assure the public that MPs' use of taxpayers' money is well regulated and that MPs are resourced appropriately to carry out their parliamentary functions.

- 2.6 The IPSA is a small organisation of around 65 employees with a significant responsibility for public money and the way it is spent. It manages a budget of some £180m and is responsible for ensuring transparency and fairness in the way MPs are remunerated and reimbursed for their business costs and expenses.
- 2.7 The Parliamentary Standards Act 2009 gives the IPSA both regulatory and administrative functions.
- 2.8 On the regulatory side, following the expenses scandal of 2009, the IPSA established the new MPs' Scheme of Business Costs and Expenses governing MPs' business costs and expenses in 2010 ('the Scheme'), which it has since reviewed on a regular basis. As part of its responsibility for regulating MPs' pay and pensions, the IPSA completed a major review of MPs' remuneration in 2013.
- 2.9 On the administrative side, the IPSA processes in the region of 15,000 expense claims each month and we publish details of these every two months on our publications website. The payroll function we operate for MPs and their staff covers around 4,000 people. We also provide MPs with a range of support services including answering hundreds of telephone calls and emails each month and providing training and guidance on the use of the online expenses system.
- 2.10 The IPSA is overseen by a Board of five members. Its Chief Executive is Marcial Boo. Further information about the members of the Board and CEO can be found on our website <http://parliamentarystandards.org.uk/About%20Us/Pages/Board-members-and-chief-executive.aspx>.
- 2.11 More information about the IPSA can be found specifically in our:
- 2.11.1 Annual Report and Accounts for 2014-15
- 2.11.2 The IPSA Strategy, 2015-2020. This plan sets out our strategy over the second Parliament of IPSA's existence, from 2015-2020. It describes what we aim to achieve over the whole Parliament so that, by 2020, the public has greater assurance that MPs' use of taxpayers' money is well regulated, and that MPs themselves have access to appropriate taxpayer-funded resources to enable them to carry out the parliamentary functions which they were elected to perform.
- 2.12 The IPSA's aim is to assure the public that MPs' use of taxpayers' money is well regulated and that MPs are resourced appropriately to carry out their parliamentary functions. We do this in three ways, as set out in our founding legislation:
- 2.12.1 We provide effective regulation of MPs' business costs and expenses, and their pay and pensions.
- 2.12.2 We support MPs in the performance of their parliamentary functions. We ensure that MPs and their staff are paid accurately and on time, and that we pay or reimburse their legitimate claims for business costs.

- 2.12.3 Within our statutory remit, we assure the public that MPs are only reimbursed for claims for legitimate costs to support their parliamentary activity.
- 2.13 We seek to achieve our aim and objectives by working effectively, efficiently and transparently in all that we do.
- 2.14 In addition, we want our staff to work collaboratively, to espouse our values of independence, transparency and fairness, to develop their diverse talents and to take pride in our work for the public interest as part of a high-performing organisation.
- 2.15 The IPSAs' vision for the future ICT service is:
 - 2.15.1 To consistently provide a modern, reliable ICT service to all of our internal and external stakeholders;
 - 2.15.2 To make innovative use of technology to support our programme of service transformation in a challenging environment;
 - 2.15.3 To make best use of ICT to increase the accessibility of services to stakeholders and to increase productivity and efficiencies.
- 2.16 Bidders are asked to demonstrate their commitment to the IPSAs' ICT vision and how they would work with them to achieve it.
- 2.17 The information systems that are used by the IPSA can be split into two categories, namely:
 - 2.17.1 Desktop PCs, with standard desktop applications, Windows 7 Professional, Commercial Off-The-Shelf (COTS) applications and network connectivity (including internet access);
 - 2.17.2 Applications which are provided to external stakeholders.
- 2.18 Business technology consists of the infrastructure that is used to support the provision of applications. This traditionally consists of desktop, server and network hardware, the operating systems that run those devices and the cabling / connections between them.
- 2.19 The main Ethernet network used by the IPSA connects the IPSA office and the hosted datacentre. The network currently has sufficient bandwidth and performance to meet user requirements but it is anticipated that this will need to increase during the term of the Contract.
- 2.20 There are two server rooms used by the IPSA: a dedicated room in place at the IPSA office, and the IPSA makes use of the 3rd party datacentre in Greenwich.
- 2.21 The IPSA has approximately 37 servers in total, housed across the two server rooms. They are primarily small Windows-based servers, most of which are reaching, or have reached, end of life. However, the IPSA is working on replacing some of these with virtualisations.

- 2.22 The IPSA mainly uses desktop PCs rather than laptops although laptops are used. As with the server estate, most of these are reaching, or have reached, end of life. A list of current assets can be seen at Appendix F.
- 2.23 ICT for the IPSA is managed by a single Head of Business Technology who reports to the Director of Operations and Change.
- 2.24 ICT service provision and performance is regularly reported to the Senior Management Team by the Head of Business Technology.
- 2.25 A number of the ICT team members have received ITIL foundation training. However, the ICT team does not currently deliver all of its services according to ITIL-based processes.
- 2.26 The IPSA uses Windows Active Directory to authenticate all users to the desktop PC system and further systems use additional logins normally in the form of a username and password to access additional services. There is a desire for a move towards a single sign-on solution based on the Windows Active Directory credential.
- 2.27 External stakeholders authenticate with two factor authentication using a combination of RSA Software Tokens and application level credentials.
- 2.28 It is anticipated, during the term of the Contract, that a number of changes to the provision of the Services may be required. The key changes that the IPSA has identified are set out in Section 5 of the Specification.
- 2.29 Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (TUPE). It is the IPSA view that TUPE will not apply. It is the Bidders' responsibility to advise the IPSA if they do not believe this is the case, including the reasons.

3 General

- 3.1 Before completing their Tender, Bidders must read all Procurement Documents issued by the IPSA, including the:
 - 3.1.1 OJEU Notice;
 - 3.1.2 Specification;
 - 3.1.3 Selection Criteria and the Evaluation Criteria;
 - 3.1.4 ITT; and
 - 3.1.5 Quality Response Template.
- 3.2 Section 4 explains how Bidders which are consortia must complete this ITT.
- 3.3 This ITT is designed to ensure transparency and equal treatment of all Bidders and is being provided to all Bidders.
- 3.4 Bidders must comply with the rules for this Procurement Exercise as set out in this ITT.

- 3.5 By participating in this Procurement Exercise, a Bidder confirms its acceptance of the terms and conditions of this Procurement Exercise as laid out in this ITT and the OJEU Notice. Any failure to comply may result in a Bidder's Tender being rejected.
- 3.6 Where any question in the ITT refers to relevant UK legislation, non-UK Bidders must answer on the basis of applicable laws in the Bidder's own jurisdiction.
- 3.7 All financial information must be provided in pounds sterling (£) and must be converted using the European Central Bank Euro foreign exchange reference rates at the date the Tender is submitted.
- 3.8 The ITT must be completed in English or accompanied by a complete and accurate English translation. If a translation is provided, the assessment will be carried out on the basis of the English translation.
- 3.9 The IPSA shall not be committed to any course of action as a result of:
- 3.9.1 issuing the OJEU Notice or this ITT;
 - 3.9.2 communicating with a Bidder, a Bidder's representative or agent in respect of this Procurement Exercise; or
 - 3.9.3 any other communication between the IPSA (whether directly or through its agents or representatives) and any other party.
- 3.10 The IPSA may in its absolute discretion:
- 3.10.1 amend any of the Procurement Documents, including the Contract;
 - 3.10.2 cancel or withdraw from the Procurement Exercise at any stage;
 - 3.10.3 not award the Contract;
 - 3.10.4 not enter into the Contract;
 - 3.10.5 require a Bidder and/or its consortium members to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful);
 - 3.10.6 amend the terms and conditions of the Procurement Exercise.
- 3.11 All responses and submissions provided by Bidders in response to this ITT will form part of any contract with the IPSA should its Tender be successful and the IPSA considers (in its absolute discretion) it appropriate.
- 3.12 The copyright in the Procurement Documents is vested in the IPSA. The Procurement Documents may not be reproduced, copied or stored in any medium without the prior written consent of the IPSA except in relation to the preparation of a Tender. All documentation supplied by the IPSA in relation to this ITT is and shall remain the property of the IPSA and must be returned or destroyed on demand, without any copies being retained.

- 3.13 The IPSA may require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any Tender resulting in the award of Contracts.
- 3.14 Should the IPSA be unable to award the Contract due to actions or inactions on the part a Successful Bidder the IPSA reserves the right to recover the costs of the abortive Procurement Exercise from the Successful Bidder.

4 Subcontracting and Consortia arrangements

- 4.1 Where a Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the Tender must provide details of the proposed bidding model, including members of the supply chain, the percentage of work being delivered by each sub-contractor and the key elements of the contractual requirements that each sub-contractor will be responsible for.
- 4.2 The IPSA recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the IPSA indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the procurement process or to provide the Services required. Bidders must therefore notify the IPSA immediately of any change in the proposed sub-contractor arrangements. The IPSA reserves the right to remove the Bidder from the Procurement Exercise prior to any award of contract, based on an assessment of the updated information.
- 4.3 Bidders completing this ITT as part of a proposed consortium must provide the following information :
 - 4.3.1 names and addresses of all consortium members;
 - 4.3.2 the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created), save that the IPSA may require that each consortium member is jointly and severally liable under the Contract, or that a series of guarantees and cross-undertakings are provided by other consortium members; and
 - 4.3.3 if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix.
- 4.4 Please note that the IPSA may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the IPSA as being necessary for the satisfactory performance of the contract.
- 4.5 All members of the consortium will be required to complete the ITT individually. These responses must then be collated into a single submission to be provided to the IPSA.
- 4.6 Where Bidders are proposing to create a separate legal entity, such as a special purpose vehicle, Bidders must provide details of the actual or

proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix.

- 4.7 The IPSA recognises that arrangements in relation to a consortium bid may be subject to future change. Bidders must therefore respond on the basis of the arrangements that they currently expect to be put in place. Bidders are reminded that the IPSA must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the Selection Criteria to the new information provided. The IPSA reserves the right to remove the Bidder from the Procurement Exercise prior to any award of contract, based on an assessment of the updated information.

5 Return of Tenders Via the Portal

- 5.1 The Procurement Documents are made available through the Portal to registered users only.
- 5.2 All submitted documents should include in their title the identity of the Bidder and the title of the document.
- 5.3 All submitted documents must be in a format which is compatible with MS Office 2003 or as a PDF. Zipped files will be accepted for larger Tender files.
- 5.4 Each document submitted shall have a file size limit of 20MB. If the response to an individual Evaluation Sub-Criterion is larger than this then Bidders are requested to indicate in the Quality Response Template that this is the case and upload the response separately using the same format as in the Quality Response Template.
- 5.5 Electronic Tender submissions and requests for clarification shall only be accepted via the Portal, for the avoidance of doubt email Tender submissions will not be accepted under any circumstance. Equally, responses to clarifications shall be provided to Bidders via the portal.
- 5.6 The information contained within the portal has been prepared by the IPSA in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the information contained within the Portal and should carry out their own diligence checks and verify the accuracy of such information. No liability whatsoever shall be incurred by the IPSA and its advisors regarding the use of the information on the portal by Bidders. Nothing on the Portal is, or shall be, a promise or representation as to existing circumstances or the future.
- 5.7 It is the responsibility of each Bidder to ensure that they have all of the information they need to prepare their Tender.
- 5.8 Bidders shall not grant access to the portal to any third party or to any other user who already has access to the portal or otherwise by providing or sharing usernames and/or passwords.
- 5.9 Each Bidder agrees fully to indemnify the IPSA, its employees, agents and advisers against all claims, damages, losses, costs and expenses (including legal fees) arising out of their breach of the terms of use of the Portal or

any other liabilities arising out of the Bidder's use of the portal, including but not limited to the use by any third party accessing the Portal using the Bidder's username and password.

5.10 It is the Bidders' responsibility to ensure that their Tender submission is received by the IPSA through the Portal before the Tender return deadline below. Late or partial Tenders, for whatever reason, will not be accepted.

5.11 The Tender return deadline for Tenders and any other documents which are to be submitted to the IPSA is:

15 June 2016 at 16:00

5.12 If you experience any issues with the system, and the online help tools cannot assist, please contact the Portal Technical Support Team using the following contact details:

support@in-tend.com

08455578079

0114 4070065

Please note that queries relating to the Tender documentation or process should be addressed to the named officer in the Tender pack in the first instance.

6 Timetable

Set out below is the timetable for the Procurement Exercise. This is intended as a guide and whilst the IPSA does not intend to depart from the timetable, it reserves the right to do so at any time.

Matter	Date(s)
Issue of ITT to Bidders	7 May 2016
Deadline for ITT clarification questions	16:00 24 May 2016
Return of Tenders	16:00 15 June 2016
Clarification meetings (at the IPSA's discretion if required)	15 June 2016 - 28 June 2016
Completion of evaluation of Tenders	1 July 2016
Notification of intention to award the Contract, commencement of Standstill Period and internal approvals process	1 July 2016
Standstill Period ends	11 July 2016
Contract commencement (implementation phase)	1 August 2016
Service commencement	1 September 2016

7 Clarifications

- 7.1 During the ITT Period, Bidders may submit questions and requests for clarification or further information via the Portal. Bidders should note the following procedure for seeking clarification on matters arising during the ITT Period:
- 7.1.1 Bidders must address their questions and requests for clarification or further information using the Portal. The IPSA will, so far as is practicable, respond using the Portal.
 - 7.1.2 All questions and requests for clarification or further information in relation to the submission of Tenders may only be made, and will only be considered, if made by no later than 24 May 2016 at 16:00
 - 7.1.3 If such question or request for clarification is made by the Bidder after the time and date set out in paragraph 7.1.2 above the IPSA may, at its own discretion, respond to the Bidder and provide such Bidder with any additional information to which the IPSA has access, but the IPSA shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information.
 - 7.1.4 The basic starting point for the IPSA in respect of the sharing of information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Bidders.
 - 7.1.5 Therefore, should Bidders wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Bidder a commercial advantage) the request must be clearly marked **"In confidence - not to be circulated to other Bidders"** and the Bidder must set out the reason(s) for the request for non-disclosure to other Bidders.
 - 7.1.6 If the IPSA considers that, in the interests of transparency and open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The IPSA will deem that the question or request for clarification or further information has been withdrawn if the IPSA is not contacted in writing within 3 business days following the Bidder being so informed.
 - 7.1.7 Should the IPSA treat a question as commercially confidential information under the protocol in paragraph 7.1.5 above, Bidders should be aware that this does not necessarily allow the IPSA to exempt it from disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 should a request for such information be made. It may be that there are circumstances in which such information must be disclosed by the IPSA.

- 7.1.8 It is the responsibility of the Bidders to regularly check the Portal for responses to queries as the IPSA shall not be responsible for communicating responses to Bidders.
- 7.2 The IPSA may issue amendments or modifications to this ITT during the ITT Period. These will be issued to all Bidders simultaneously and Tenders will be assumed to take account of any such modifications and amendments.
- 7.3 The draft Contract that the IPSA proposes to use is attached at Appendix E. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
- 7.4 If the terms of the Contract mean that the proposals in the Bidder's Tender are unworkable, the Bidder must submit a clarification setting out the Bidder's proposed amendment to the Contract and the reason for the change in accordance with this Section 7 and the IPSA will consider whether any amendment to the Contract is required. Any amendments shall be published through the Portal and shall apply to all Bidders. Any amendments which are proposed, but not approved by the IPSA through this process, will not be acceptable and may be construed as a rejection of the terms of the Contract, for which the Tender will be disqualified.

8 Submitting Tenders

- 8.1 Tenders must be submitted via the Portal.
- 8.2 In respect of the Selection Criteria:
- 8.2.1 Bidders must answer all questions truthfully, accurately and as fully as possible by completing the Selection Criteria Response Template and provide all the information relating to the response to that question. Bidders must not provide an answer to a particular question by cross referencing the response to another question. The IPSA will not attempt to find information within other parts of the Selection Criteria Response Template. The IPSA may require further information to check the validity of the information contained in a Bidder's response at any time throughout the Procurement Exercise. Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in or required by any questions within the specified timescale, or the provision of fraudulent, false or misrepresented information, will result in a Bidder's Tender being rejected.
- 8.2.2 Where a question is not relevant to the Bidder, the Bidder must confirm this in its response to the Selection Criteria, with an explanation as to why this is the case. If you do not know the answer to a question, please write "not known".
- 8.2.3 It is important to answer fully all of the questions.
- 8.2.4 Any information and/or documents submitted in respect of the Selection Criteria must relate to the Bidder only.
- 8.2.5 No marketing or promotional material should be submitted except as a direct response to a Selection Criteria question. If any additional

supporting material is requested and submitted it must bear the name of the Bidder and be cross-referenced to the relevant question number.

- 8.2.6 Whilst the IPSA may request information at any time throughout the Procurement Process, the IPSA may enable the Bidder to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the Bidder can meet the Selection Criteria, the IPSA may only obtain such evidence after the final Tender evaluation decision (i.e. from the Successful Bidder only).
- 8.2.7 The IPSA may require further information or clarification from Bidders at any point during the ITT Period. Bidders must respond to all clarifications raised by the IPSA as if such clarification request were a question in respect of the Selection Criteria and in accordance with the timescales specified in the relevant clarification request.
- 8.3 In respect of the Evaluation Criteria Bidders are required to submit a response that:
 - 8.3.1 responds to each of the Evaluation Criterion set out in the Quality Response Template; and
 - 8.3.2 is a fully completed Financial Model as set out in Section B of Part 2 of this ITT taking into account all guidance set out in this ITT or in the Financial Model.
- 8.4 Bidders are required to name key personnel who may be contacted by the IPSA to deal with any queries that may arise during the evaluation process.
- 8.5 The IPSA may request additional information from Bidders if it considers such information is required for the purposes of clarification.
- 8.6 Subject to paragraph 8.12 below, only Tenders that are submitted by 16:00 on 15 June 2016 will be accepted by the IPSA. It is the Bidder's responsibility to ensure submissions are uploaded to the Portal and submitted to the IPSA on time.
- 8.7 Tenders shall not be sent and will not be accepted by fax, electronic mail, post or by hand.
- 8.8 All pages of the Tender submission must be numbered (including any forms to be completed and returned).
- 8.9 Bidders are not permitted to submit any information that has not been specifically requested in the ITT including, for example, sales literature or the Bidder's standard terms and conditions, etc.
- 8.10 Bidders must respond to each question in the ITT Evaluation Matrix within the corresponding section of the Quality Response Template and provide all the information relating to the response to that question. Bidders must not provide an answer to a particular question by cross referencing the response

to another question. The IPSA will not attempt to find information within other parts of the Quality Response Template.

- 8.11 Tenders must not contain any qualifications to the Contract. Tenders must be submitted strictly in accordance with the conditions set out in this ITT. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 8.12 Late Tenders may not be accepted. Where a Bidder identifies to the absolute satisfaction of the IPSA (whose decision shall be absolute and final) that extraordinary circumstances beyond the reasonable management and control of the Bidder prevented the Tender from being submitted via the Portal by the time and date specified in paragraph 8.6 above, then the IPSA may consider accepting the Tender.
- 8.13 Bidders must upload documents in accordance with the guidance given on the Portal including in relation to making amendments to documents.
- 8.14 The Tender must be completed and uploaded in Microsoft Office 2003 formats or PDF.
- 8.15 The Form of Tender and the Non-Collusion Certificate must be completed in full by appropriately authorised persons within the Bidder's organisation and uploaded accordingly.
- 8.16 Where any information supplied to the IPSA becomes inaccurate or significantly changes after the submission of this ITT the Bidder must notify the IPSA as soon as possible, together with a full explanation of the changes and reasons for the changes. The IPSA may decide that the Bidder should not participate further in this Procurement Exercise as a result of any such change in information.
- 8.17 No offer or Tender is deemed accepted until the relevant contractual documents have been duly signed on behalf of the IPSA, the Successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with a Bidder whether prior to, during or subsequent to the submission of any Tender implies acceptance of any offer or constitutes an indication that the Bidder will be awarded the contract. Only the express terms of any written contract which is finally agreed and signed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect.
- 8.18 Variant Tenders are not permitted.

9 ITT Evaluation

- 9.1 The IPSA intends to award the Contract to the Bidder (having satisfied the Selection Criteria) offering the Most Economically Advantageous Tender in accordance with the Evaluation Criteria and weightings set out below. The evaluation methodology set out below is designed to provide a structured and auditable approach to evaluating the Tenders submitted by the Bidders.
- 9.2 Initial Assessment

9.2.1 Tenders will first be reviewed to ensure that:-

- (a) the Tender has been submitted on time and meets the IPSA's submission requirements/instructions which have been notified to the Bidders;
- (b) the Tender is submitted with a correctly completed Form of Tender and Non-Collusion Certificate; and
- (c) the Tender is substantially complete, containing sufficient information to allow the Bidder's solution to be evaluated in accordance with the evaluation methodology.

9.2.2 Tenders that do not satisfy the initial assessment in accordance with paragraph 9.2.1 above may be rejected at this stage.

9.2.3 Tenders that pass this initial assessment stage will then be assessed in relation to Selection Criteria, as set out in paragraph 9.3 below.

9.3 Selection Criteria Evaluation

9.3.1 Tenders will be assessed to ensure that the Bidder satisfies the Selection Criteria.

9.3.2 The Selection Criteria are based upon the Standardised Pre-Qualification Questionnaire issued by Crown Commercial Service and are set out in Part 2 of this ITT.

9.3.3 Bidders will need to:-

- (a) pass all Pass/Fail questions and/or sections;
- (b) achieve a score of 4 or greater on all scored questions;
- (c) meet the IPSA's minimum financial requirements for Bidders of a minimum annual turnover of £5,000,000.

9.3.4 The Selection Criteria Evaluation Matrix sets out the methodology that is to be used to evaluate Tenders against the Selection Criteria. The methodology is designed to ensure that each Bidder receives equal and non-discriminatory treatment.

9.3.5 The IPSA will apply the following approach to the evaluation of Tenders from Bidders comprising more than one organisation (consortia). This is to ensure that such Bidders do not receive more or less favourable treatment than Bidders comprised of only one organisation:

- (a) For Pass/Fail questions, where one or more organisations comprising the Bidder are asked to complete the response, any failure, even if only on the part of one organisation in the consortium, will result in the elimination of the Bidder from the Procurement Exercise.

- (b) For scored questions, where only one organisation needs to complete the response, the scores from the scored questions will be the basis upon which the Tender is evaluated. For sections that ask for responses from more than one organisation comprising the Bidder, the scores from the scored questions will be averaged (i.e. the total score divided by the number of responses to that section).
- 9.3.6 The Selection Criteria for this ITT are a combination of both financial and non-financial factors in accordance with Regulations 57 and 58 of the 2015 Regulations.
- 9.3.7 The IPSA may seek independent financial and other advice and information to assist in the evaluation of Bidders against the Selection Criteria.
- 9.3.8 The IPSA may seek clarification from Bidders following submission of their ITT and take any response to such clarifications into account when evaluating the Bidders against the Selection Criteria.
- 9.3.9 The IPSA may disqualify a Bidder from further participation in this Procurement Exercise if there is a change in the control of the Bidder at any point in the Procurement Exercise up to entering into the Contract, provided that the IPSA reasonably considers that such change of control has a materially adverse effect on the Bidder's financial viability or ability otherwise to meet the requirements of the IPSA.
- 9.3.10 Bidders that do not satisfy the Selection Criteria will be rejected at this stage.
- 9.3.11 Bidders that satisfy the Selection Criteria evaluation will then be evaluated in accordance with the Evaluation Criteria, scoring and weightings set out at paragraph 9.4 below

Selection Criteria Evaluation Matrix

Section Ref.	Section Title	To be completed by (consortium only)	Evaluation methodology
	Supplier Information	ALL	For information only
	Bidding Model	ALL	For information only
	Contact Details	PRIME	
	Licensing and Registration	ALL	Pass/Fail
	Mandatory Exclusion	ALL	Pass/Fail
	Discretionary Exclusion	ALL	Pass / Fail
	Economic and Financial	ALL	Pass/Fail

	Standing		
	Technical and Professional Ability	RELEVANT	Scored
	Insurance	ALL	Pass/ Fail
	Equal Opportunities	ALL	Pass/Fail
	Environmental Management	RELEVANT	Pass/Fail
	Health and Safety	ALL	Pass/Fail
	Declaration	ALL	Pass / Fail

Selection Criteria Scoring Methodology (to be used to evaluate question 5 of the Selection Criteria.)

Score	Term	Explanation
0	Unacceptable	Failed to provide any examples, or the example provided is wholly inconsistent with the IPSA's specified requirements and standards with respect to this criterion
2	Poor	The examples have material weaknesses, issues or omissions, lacking detail, clarity and/or evidence with regard to many key elements of the criterion, and associated specified requirements and standards.
4	Fair	The examples have some weaknesses, issues or omissions, lacking detail, clarity and/or evidence with regard to at least one key element of the criterion, and associated specified requirements and standards with respect to this criterion.
6	Satisfactory	The examples address all key elements of the criterion, and associated specified requirements and standards; but is not fully detailed or fully backed up with clear evidence in some areas; some issues, weaknesses, or omissions in some areas.
8	Very Good	The examples cover all key elements and almost all of the other elements of the criterion, and associated specified requirements and standards; and with relevant and detailed information, backed up with clear evidence; with a few minor issues, weaknesses, or

		omissions.
10	Outstanding	The examples cover all elements of the sub-criterion, and associated specified requirements and standards; and with a high level of relevant and detailed information, backed up with clear evidence; and demonstrates a robust and coherent understanding of the IPSA's requirements; and with no issues, weaknesses or omissions.

9.4 Detailed Assessment

9.4.1 Following the initial review and the Selection Criteria assessment in accordance with paragraphs 9.2 and 9.3 above, a detailed evaluation exercise of quality and price will be conducted by the IPSA. Tenders will be scored against the Evaluation Criteria set out in this ITT. The IPSA has weighted the Evaluation Criteria to demonstrate the relative importance of each Evaluation Criterion to the IPSA.

9.4.2 Some, but not all, Tier 2 Evaluation Criteria have a minimum score that must be achieved for a Tender to be compliant. A Tender will only be deemed not to meet a minimum score once the Tender has been moderated.

9.4.3 The table below sets out the Evaluation Criteria and weightings that will be used to evaluate the Tenders.

9.4.4 The IPSA may also issue clarification questions to clarify the Bidder's Tender or hold further meetings to clarify a Bidder's submission following submission of the Tender. Information submitted by the Bidders via the Portal in response to clarifications issued by the IPSA will be taken into account when evaluating the Tender.

9.4.5 The table below sets out the Evaluation Criteria evaluation matrix:

Evaluation Criteria Evaluation Matrix (Tiers and Weightings)

TIER 1 CRITERIA	TIER 2 SUB- CRITERIA	WEIGHTING/ MINIMUM SCORE	TIER 3 SUB- CRITERIA	WEIGHTING
Quality (overall weighting)	1. Overview	5%	1.1 Service Overview	10%
			1.2 Data Centre and Data Server	20%

of 70%)			Strategy	
			1.3Service Provision	60%
			1.4 Accreditation	10%
	2.Managed Desktop Service	20% (minimum of 75% of maximum available score for this Tier 2 sub-criteria)	2.1Managed Desktop Overview	70%
			2.2Managed Desktop Services	Pass/Fail
			2.3Core and Specialist Applications	15%
			2.4User Access Devices	15%
	3. Assets	5%	3.1Assets	60%
			3.2Asset Procurement	40%
	4.Network Management	10%	4.1Network Management	100%
	5.Support Services	20% (a minimum of 75% of the maximum score available for this Tier 2 sub-criteria)	5.1Help Desk Service	20%
			5.2Documentation Services	10%
			5.3Licence Management	20%
			5.4Capacity Management	10%
			5.5Security Management Services	20%
			5.6Continuous Service Improvement	20%
	6.Service Management	5%	6.1Service Governance	20%
			6.2Service Reporting	60%
			6.3Service	20%

			Handbook	
	7.Non-functional Requirements	15%(a minimum of 70% of the maximum score available for this Tier 2 sub-criteria)	7.1Scaling	15%
			7.2Performance	15%
			7.3Business Continuity and Disaster Recovery	30%
			7.4Back-up and Archive	30%
			7.5Contract Exit	10%
			7.6Contract Terms	Pass/Fail
	8.Change Management	20%	8.1Change Request	15%
			8.2Emergency Changes	5%
			8.3Projects and Consultancy	15%
			8.4Pre-purchased Consultancy	5%
			8.5Service Improvement Process	35%
			8.6Partial Termination	10%
			8.7Future Changes	15%
Price (overall weighting of 30%)	Financial Model completion	Pass/Fail	Satisfactory completion of financial model	Pass/Fail
	Contract Price	84%	Contract Price	100%
	Illustrative rate card	16%	Price for illustrative project rate card	100%

9.4.6 A summary of the methodology that will be used to score the Tenders is set out below in section 9.5.3. The Financial Model will be evaluated and scored in accordance with section 9.6. The Quality Response Template provides guidance as to how the Quality Evaluation Criteria must be addressed by Bidders.

9.5 Quality Assessment

9.5.1 The Quality element of Tenders will be evaluated using the following methodology:

- (a) Bidders must provide a response to each of the Evaluation Criterion set out in the Quality Response Template setting out how the Bidder proposes to meet the requirements set out in the Specification.
- (b) The scoring methodology set out in paragraph 9.5.3 below will be used to evaluate the Bidders' responses in accordance with the Evaluation Sub-Criteria in the Quality Response Template.
- (c) Where relevant, for each Evaluation Sub-Criterion, the IPSA has set out guidance as to what is expected to see as a minimum in a response
- (d) Bidders should also take account of the guidance in the Quality Response Template when drafting their responses.
- (e) Scores for all Quality Evaluation Sub-Criteria will be moderated by the IPSA before a final score for each Evaluation Sub-Criterion is confirmed.

9.5.2 The scored responses are generally assessed out of a maximum of 10 with exceptions detailed in the Quality Response Template:

- (a) The IPSA cannot assign partial scores against an individual Evaluation Sub-Criterion (for example giving a score of 2.5). However, once all the scores have had weightings applied and are then aggregated, the overall Quality score will be rounded to two decimal places. The Tier 2 Evaluation Criteria weightings for each question are set out in the Table at paragraph 9.4.5.
- (b) The summary score for each section is then also multiplied by the relevant weighting as set out in the Table at paragraph 9.4.5.
- (c) The final Quality score is expressed as a percentage of the maximum score available (which will be rounded to two decimal places) prior to consolidating with the price evaluation.

9.5.3 The following scoring methodology will be applied to all Quality Evaluation Sub-Criteria:

Evaluation Criteria Scoring Methodology

Score	Term	Explanation

0	Unacceptable	Failed to provide a response, or the response provided is wholly inconsistent with the IPSA's specified contract requirements and standards with respect to this criterion
2	Poor	The response has material weaknesses, issues or omissions, lacking detail, clarity and/or evidence with regard to many key elements of the criterion, and associated specified contract requirements and standards..
4	Fair	The response has some weaknesses, issues or omissions, lacking detail, clarity and/or evidence with regard to at least one key element of the criterion, and associated specified contract requirements and standards with respect to this criterion.
6	Satisfactory	The response addresses all key elements of the criterion, and associated specified contract requirements and standards; but is not fully detailed or fully backed up with clear evidence in some areas; some issues, weaknesses, or omissions in some areas.
8	Very Good	The response covers all key elements and almost all of the other elements of the criterion, and associated specified contract requirements and standards; and with relevant and detailed information, backed up with clear evidence; with a few minor issues, weaknesses, or omissions.
10	Outstanding	The Response covers all elements of the sub-criterion, and associated specified contract requirements and standards; and with a high level of relevant and detailed information, backed up with clear evidence; and demonstrates a robust and coherent understanding of the IPSA's requirements; and with no issues, weaknesses or omissions.

9.6 Price Assessment

- 9.6.1 The contract is for an initial term of three years, with two optional extensions of up to one year each. Bidders are required to complete the Financial Model provided at Appendix D in order to calculate their price, excluding VAT, for the requirements stated in the Specification. The totals applicable to the sum of the first three years, year four and year five shall constitute a capped price for the periods concerned, subject to the change control process set out in the Contract.
- 9.6.2 The price for the full five years will be evaluated but, because the initial term of three years is certain, a weighting of 75% will be applied to the total price for years 1 to 3, with a weighting of 12.5% applied to each of years 4 and 5. The weighted totals will then be added together and the resulting five year figure will be evaluated as follows:
- (a) the bidder with the median value will be awarded 50% of the available points
 - (b) a range will be set with limits at plus/minus 40% from the median
 - (c) a value at or below the lower limit will be awarded 100% of the points
 - (d) a value at or above the upper limit will be awarded nil points
 - (e) values within the range will be awarded points on an even (arithmetic) scale of 1 point per 1% variation from the median
- 9.6.3 For example, should the given median value be £1 million, the range would be set at £600,000 to £1.4 million. With 80 points available, the median receives 40 points, a value of £800,000, would receive 60 points and a value of £1.2 million would receive 20 points.
- 9.6.4 The resulting score (out of the 80 points available) will then be divided by 80 to achieve a score based on the points available for the contract price. The resulting score will be multiplied by 84 (the Tier 2 weighting) to provide the Tier 2 price score.
- 9.6.5 In order to establish value for money in connection with ad hoc work and possible projects as set out at paragraphs 3.2.7 (b), (c), (d), 3.3 and 5.2.3 (a), (b), (c), (d), (e), (f), (h), (i), (j) of the Specification, Bidders must complete the labour rate schedule provided as a worksheet in the Financial Model with the appropriate day rates, excluding VAT. These rates will be used as capped rates for the services identified in the aforementioned paragraphs of the Specification.
- 9.6.6 The matrix below shows roles and numbers of days for an illustrative project. Using the illustrative project sheet in the Financial Model Bidders must complete the day rate column with the applicable rates from their labour rate schedule, and populate the "Total" column by multiplying the given number of days by the relevant day rate in the

day rate schedule in the Financial Model. For the avoidance of doubt the rates in the illustrative project must be the same as those supplied in the labour rate schedule.

Role	Number of days	Day Rate in £	Total
Project Manager	3		
Systems Architect	5		
Systems Engineer Manager	3		
Implementation Engineer	20		
Applications Consultant	10		
Trainer	4		

- 9.6.7 The total price for the illustrative project will be evaluated using the same median based methodology as described in paragraph 9.6.2, subparagraphs (a) to (e).
- 9.6.8 The resulting score (out of the 80 points available) will then be divided by a factor of 80 to achieve a score based on the points available for the price for the illustrative project. The resulting score will be multiplied by 16 (the Tier 2 weighting) to provide the Tier 2 project score.
- 9.6.9 The Tier 2 scores will be consolidated and multiplied by the Tier 1 weighting for Price to achieve the overall Price score. The score will be rounded to two decimal places prior to consolidation with the Quality score.
- 9.6.10 The IPSA may seek discounted rates for individual projects but the day rates provided in the Financial Model shall establish the maximum day rates for the roles described for the duration of the contract.

9.7 Final Score

- 9.7.1 Tenders will be evaluated on both quality and price. To ensure the relative importance of both categories are reflected correctly in the overall score, a weighting system has been applied to each part.
- 9.7.2 Quality forms 70 %, whilst Price forms 30 % of the final score.
- 9.7.3 The Successful Bidder will be that which fulfils the following criteria:
- (a) Has met the minimum standards required by the Selection Criteria;
 - (b) Has minimum Evaluation Criteria Scores that are equal or greater than the values indicated at Tier 2 of the Quality Evaluation Criteria;
 - (c) Has passed all the Pass/Fail Evaluation Criteria for both Quality and Price; and
 - (d) Has the highest combined score across those Bidders that satisfy the criteria in (a), (b) and (c) above.

10 Notification of Outcome

- 10.1 The IPSA may award the Contract on the basis of the Tender confirmed as the most economically advantageous in accordance with paragraph 9.7 and which has been submitted in accordance with the instructions in this ITT.
- 10.2 Contract award is subject to the formal approval process of the IPSA. Until all necessary approvals are obtained and the standstill period successfully completed, no Contract(s) will be entered into.
- 10.3 Once the IPSA has reached a decision in respect of a Contract Award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the 2015 Regulations before entering into any Contract(s).
- 10.4 Each Bidder agrees that if the IPSA decides to accept their Tender and notifies the Bidder of this in writing the Bidder shall execute the Contract within 30 days of being asked to do so by the IPSA.

11 Liability of the IPSA

- 11.1 The IPSA does not accept any responsibility for any pre-Tender representations made by it or on its behalf or for any other assumptions that Bidders may have drawn or will draw from any pre-Tender discussions.
- 11.2 The IPSA shall not be liable to pay for any preparatory work or other work undertaken by Bidders for the purposes of, in connection with or incidental to this ITT, or submission of its Tender or any other communication between the IPSA and any other party as a consequence of this Procurement Exercise.
- 11.3 Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 11.4 Neither the IPSA nor its advisors, its respective directors, officers, members, partners, employees, other staff or agents:
 - 11.4.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or any other Procurement Documents; or
 - 11.4.2 accepts any responsibility for the information contained in the ITT (or any other Procurement Documents) or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 11.5 Any persons considering submitting a Tender or entering into a Contract with the IPSA following receipt of the ITT should make their own investigations and their own independent assessment of the IPSA and its requirements for the Services and should obtain their own professional financial and legal advice.
- 11.6 Nothing in this ITT or in any other communication made between the IPSA, or its agents and a Bidder constitutes a contract, agreement or

representation between the IPSA and a Bidder (except in the case of a formal award of a contract made in writing by or on behalf of the IPSA in accordance with this Procurement Exercise).

- 11.7 Nothing in this ITT or in any other communication made between the IPSA, or its agents and a Bidder constitutes a contract, agreement or representation that a contract will be offered in accordance with this Procurement Exercise.
 - 11.8 Bidders are responsible for all of their own costs and expenses in connection with or arising out of their Response to the ITT, any other requirements of the ITT; and their participation in any later stages of the Procurement Exercise irrespective of whether the Contract is awarded; or the Bidder is the Successful Bidder. The IPSA shall not accept liability for any costs and/or expenses incurred by Bidders in preparation or submission of their Tender or their participation in this Procurement Exercise regardless of whether the Procurement Exercise is completed, abandoned or suspended.
- 12 Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”) and Confidentiality**
- 12.1 The Procurement Documents are confidential. The Bidder must keep the Procurement Documents and all other information (whether written or oral) concerning the business and affairs of the IPSA which it receives or obtains as a result of this Procurement Exercise or any other Procurement Exercise run by the IPSA confidential, unless that information is already in the public domain other than by breach of this obligation or other act or omissions of the Bidder. A Bidder which does not keep the Procurement Documents and any other such information Confidential may have its Tender rejected and may not be invited to tender for any future work.
 - 12.2 Bidders must not disclose that they have been invited to bid, nor discuss the bid that they intend to make nor canvass for its acceptance, other than with professional advisers who need to be consulted. In particular Tenders shall not be canvassed or discussed with any other Bidder or member or officer of the IPSA.
 - 12.3 When providing details of contracts in answering section 6 of the Selection Criteria questions (Technical and Professional Ability), the Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
 - 12.4 The IPSA may contact the named customer contact in section 6 of the Selection Criteria in relation to the contracts included by the Bidder in section 6. The named customer contact does not owe the IPSA any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
 - 12.5 The IPSA confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact in accordance with section 6 of the Selection Criteria, other than to the Cabinet Office and/or contracting authorities defined by the 2015 Regulations.

- 12.6 The condition referred to in paragraph 12.1 above shall apply equally to any sub-contractor or professional advisor consulted by Bidders. It is the responsibility of Bidders to ensure that any such sub-contractor or professional advisor abides by the terms of this ITT.
- 12.7 If a Bidder fails to observe its undertakings under paragraph 12.1 or 12.6 or in any other way, does not treat this ITT as confidential, the IPSA will without limitation to any other remedies it may have, reject its Tender or subsequent tender and may decide not to invite it to tender for future work.
- 12.8 Bidders should note that the IPSA is subject to the provisions of the FOIA and the EIR. Notwithstanding any other provision of this ITT, this means that information may be subject to disclosure to the public unless an exemption applies. This includes such things as (but not exclusively):
- 12.8.1 information in any Tender submitted to the IPSA;
- 12.8.2 information in any contract to which the IPSA is a party;
- 12.8.3 information about costs, including invoices submitted to the IPSA; and
- 12.8.4 correspondence and other papers.
- 12.9 In the event that a Bidder considers that any information supplied by it is either commercially sensitive or confidential in nature, this must be specifically highlighted to the IPSA, along with the reasons for its sensitivity and an explanation of the reasons why that information should not be disclosed by the IPSA. The Bidder should note that even where they have indicated that they consider any information to be commercially sensitive or confidential in nature, the IPSA may be required to disclose it under the FOIA or the EIR if a request is received. The final decision as to whether information should be disclosed is the IPSA's. Please note that information marked as commercially sensitive or confidential by the Bidder should not be taken to mean that the IPSA accepts any duty of confidence by virtue of that marking.

13 Non-Collusion and Canvassing

- 13.1 The IPSA may disqualify (without limiting any other civil remedies available to the IPSA and without limiting any criminal liability which such conduct by a Bidder or consortium member may attract) any Bidder or consortium member who, in connection with this Procurement Exercise :
- 13.1.1 offers any inducement, fee or reward to any member or officer of the IPSA or any person acting as an adviser for the IPSA in connection with this ITT;
- 13.1.2 does anything which would constitute a breach of the Bribery Act 2010;
- 13.1.3 canvasses any officer or member of the IPSA or any person acting as an advisor to the IPSA in connection with this ITT; or

- 13.1.4 contacts any officer of the IPSA prior to conclusion of the Contract with the Successful Bidder about any aspect of the ITT in a manner not permitted by this ITT (including, without limitation, contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer).
- 13.2 The IPSA may disqualify (without limiting any other civil remedies available to the IPSA and without limiting any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this Procurement Exercise:
 - 13.2.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Bidder or consortium member of a Bidder (other than a member of its own consortium or supply chain);
 - 13.2.2 enters into any agreement or arrangement with any other Bidder or consortium member of a Bidder to the effect that it shall refrain from submitting a Tender or as to the amount of any Tender to be submitted;
 - 13.2.3 causes or induces any person to enter such agreement as is mentioned in either paragraph 13.2.1 or 13.2.2 or to inform the Bidder or consortium member of a Bidder of the amount or approximate amount of any rival Tender;
 - 13.2.4 canvasses any of the persons referred to in paragraph 13.1.3 in connection with this Procurement Exercise;
 - 13.2.5 offers or agrees to pay or give or does 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 any act or omission relating to any other Tender or proposed Tender for the Contract; or
 - 13.2.6 communicates to any person other than the IPSA the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

PART 2

SELECTION CRITERIA

Please note that the wording in *italics* is guidance as to how these answers will be used as part of the evaluation of the Selection Criteria

1 - Bidder information

1.1 Bidder details	Answer	
Full name of the Bidder submitting the Tender	<i>For information only</i>	
Registered company address	<i>For information only</i>	
Registered company number	<i>For information only</i>	
Registered charity number	<i>For information only</i>	
Registered VAT number	<i>For information only</i>	
Name of immediate parent company	<i>For information only</i>	
Name of ultimate parent company	<i>For information only</i>	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes <i>For information only</i>
	ii) a limited company	<input type="checkbox"/> Yes <i>For information only</i>
	iii) a limited liability partnership	<input type="checkbox"/> Yes <i>For information only</i>
	iv) other partnership	<input type="checkbox"/> Yes <i>For information only</i>
	v) sole trader	<input type="checkbox"/> Yes <i>For information only</i>
	vi) other (please specify)	<input type="checkbox"/> Yes <i>For information only</i>
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes <i>For information only</i>
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes <i>For information only</i>
	iii) Sheltered workshop	<input type="checkbox"/> Yes <i>For information only</i>
	iv) Public service mutual	<input type="checkbox"/> Yes <i>For information only</i>

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Bidder and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes <i>For information only</i>
b) Bidding as a Prime Bidder and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes <i>For information only</i>
c) Bidding as Prime Bidder but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes <i>For information only</i>
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the IPSA may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	<input type="checkbox"/> Yes <i>For information only</i> <u>Consortium members</u> <u>Lead member</u>
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	<input type="checkbox"/> Yes <i>For information only</i> <u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>

1.3 Contact details	
Bidder contact details for enquiries about this Tender	
Name	<i>For information only</i>

Postal address	<i>For information only</i>
Country	<i>For information only</i>
Phone	<i>For information only</i>
Mobile	<i>For information only</i>
E-mail	<i>For information only</i>

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p> <p><i>Pass/fail</i></p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p> <p><i>Pass/fail</i></p>

2 - Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the IPSA for advice before completing this form.

<p>2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</p>	<p>Please indicate your answer by marking 'X' in the relevant box.</p> <p><i>Pass/fail</i></p>	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of IPSA Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within		

the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(ma) an offence under section 1,2 or 4 of the Modern Slavery Act 2015		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations		

were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

3. Grounds for discretionary exclusion - Part 1

The IPSA may exclude any Bidder who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Pass/Fail	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other		

economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the IPSA, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3.1 (e), the IPSA may exclude the Bidder if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Bidder to inform the IPSA, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the IPSA should not represent a conflict of interest for the Bidder.

Taking Account of Bidders' Past Performance

In accordance with question (g), the IPSA may assess the past performance of a Bidder (through a Certificate of Performance provided by a Customer or other means of evidence). The IPSA may take into account any failure to discharge obligations under the previous principal relevant contracts of the Bidder submitting this Tender. The IPSA may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the IPSA may re-assess reliability based on past performance at key stages in the procurement process (i.e. Bidder selection, Tender evaluation, contract award stage etc.). Bidders may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

‘Self-cleaning’

Any Bidder that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The Bidder has to demonstrate it has taken such remedial action, to the satisfaction of the IPSA in each case.

If such evidence is considered by the IPSA (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Bidder shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Bidder shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the IPSA to be insufficient, the Bidder shall be given a statement of the reasons for that decision.

4 - Economic and Financial Standing

	FINANCIAL INFORMATION	
4.1	<p>Please provide one of the following to demonstrate your economic/financial standing;</p> <p>Please indicate your answer with an ‘X’ in the relevant box.</p> <p><i>Pass/Fail</i></p>	
	(a) A copy of the audited accounts for the most recent two years	

	(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation					
	(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position					
	(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).					
4.2	Where the IPSA has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here. Minimum financial standing is set out in paragraph 9.3.3(c) of the ITT. <i>Pass/Fail</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.3	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p><i>Pass/Fail</i></p> <p>If yes, please provide the name below:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Name of the organisation</td> <td style="width: 50%;"></td> </tr> <tr> <td>Relationship to the Bidder submitting the Tender</td> <td></td> </tr> </table> <p>If yes, please provide ultimate / parent company accounts if available.</p> <p>If yes, would the ultimate / parent willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)</p>	Name of the organisation		Relationship to the Bidder submitting the Tender		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of the organisation						
Relationship to the Bidder submitting the Tender						

5 - Technical and Professional Ability

5	Relevant experience and contract examples
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the IPSA's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to</p>

	<p>provide written evidence to the IPSA to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Bidder is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p> <p><i>Scored question in accordance with section 9.3.11 of the ITT.</i></p>			
		Contract 1	Contract 2	Contract 3
5.1	Name of customer organisation			
5.2	Point of contact in customer organisation Position in the organisation E-mail address			
5.3	Contract start date Contract completion date Estimated Contract Value			
5.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			

5.5 If you cannot provide at least one example for questions 5.1 to 5.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

6. Additional Selection Criteria modules

Bidders who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

A - Project specific questions to assess Technical and Professional Ability

Further project specific questions relating to the technical and professional ability of the Bidder.

B - Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5 million Public Liability Insurance = £1 million Professional Indemnity Insurance = £500,000 Product Liability Insurance = £500,000 Business Continuity Insurance = £500,000</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to sole traders.</p> <p><i>Pass/Fail</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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C - Compliance with equality legislation

<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p> <p><i>Pass/Fail - please note that a "pass" will be awarded only where the IPSA feels that the questions have been answered fully and that any investigation, outcome and action taken will result in no further breaches occurring.</i></p>		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the IPSA’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

D - Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or IPSA (including local IPSA)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The IPSA will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the IPSA is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p> <p><i>Pass/Fail - please note that a “pass” will be awarded only where the IPSA feels that the questions have been answered fully and that any investigation, outcome and action taken will result in no further breaches occurring.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p> <p><i>Pass/Fail</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

E - Health and Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p> <p><i>Pass/Fail</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The IPSA will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the IPSA’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> <p><i>Pass/Fail - please note that a “pass” will be awarded only where the IPSA feels that the questions have been answered fully and that any investigation, outcome and action taken will result in no further breaches occurring.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p> <p><i>Pass/Fail</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

7 - Declaration

<p>I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... [INSERT NAME OF BIDDER]</p> <p>I understand that the IPSA may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.</p> <p>I also declare that there is no conflict of interest in relation to the IPSA's requirement.</p> <p>The following appendices form part of our submission;</p> <table border="1"> <thead> <tr> <th>Section of Selection Criteria</th> <th>Appendix number</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>			Section of Selection Criteria	Appendix number				
Section of Selection Criteria	Appendix number							
COMPLETED BY								
7.1	Name							
7.2	Role in organisation							
7.3	Date							
7.4	Signature							

Selection Criteria - Template for Appendices

Appendix Number -
Selection Criteria section -
Question number -

PART 3

Evaluation Criteria

Section A

Please see the Quality Evaluation Template at Appendix C of this ITT that must be completed.

Section B

Please see the Financial Model at Appendix D of this ITT that must be completed.

PART 4

Form of Tender

[Insert name of Bidder and put on Bidder's letter head]

- 1.
1. [I/We] have read the ITT documentation and, subject to and upon the terms and conditions contained in the said documents, [I/we] offer to provide the Services specified, at the rates or prices set out in my/our Tender which is submitted with this Form of Tender.
2. [I/We] agree that this Tender and any contract which may result from it shall be based upon the ITT documentation.
3. [I/We] confirm that in submitting our Tender, we have satisfied ourselves as to the accuracy and completeness of the information [I/we] require in order to do so.
4. [I/We] further acknowledge that the IPSA reserves the right not to award a contract in relation to this Procurement Exercise and withdraw from this process at its discretion.
5. [I/We] agree that any insertion by us of any conditions qualifying this Tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this Tender.
6. [I/We] agree that any contract that may result from this Procurement Exercise shall be subject to English law.
7. [I/We] confirm that we have taken account of our legal and statutory obligations, as well as all relevant Government codes and policies (e.g. taxes, environmental protection, employment protection and working conditions) in our tender, where they would be applicable to the supply of the [Goods/Works/Services].
8. [I/We] understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the IPSA I/we may be required to secure a Deed of Guarantee in favour of the IPSA from our holding company or ultimate holding company, as determined by the IPSA in its discretion.
9. [I/We] have abided by the requirements set out in the ITT, including confidentiality.
10. [I/We] confirm that all information provided in our Tender is correct and accurate at the date of this Tender and, should any information change, that [I/we] will inform the IPSA and recognise that this may affect whether our Tender is evaluated.
11. The prices quoted in this Tender are valid for 120 days from the Tender return date.

[I/We] confirm that all copy material submitted is identical in every respect to the original, regardless of the format or media in which it is submitted and that any electronic copy has been virus checked and is clear at the time of despatch.

SignedName (in BLOCK CAPITALS).....
in the capacity ofduly authorised to sign tenders
for and on behalf of (in BLOCK CAPITALS).....
.....

Postal Address Telephone No.
.....
..... Date
.....

PART 5

Non-Collusion Certificate

[Insert Bidder's Name and on Bidder's letterhead]

The essence of the public procurement process is that the IPSA shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle we hereby certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither has any consortium member:

1. entered into any agreement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender is made;
2. informed any other person, other than the person calling for this Tender, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the Tender;
3. caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender;
4. committed any offence under the Bribery Act 2010;
5. offered or agreed 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 omission;
6. canvassed any other persons referred to in paragraph 1 above in connection with the Tender; or
7. contacted any officer of the IPSA about any aspect of the Tender in a manner not permitted by the ITT including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Tender or for soliciting information in connection with the Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tender nor (in the event of the Tender being accepted) shall we do so while the resulting contract continues in force between us (or our successors in title or any separate legal entity formed in which we hold some ownership as a result of the Tender process) and the IPSA.

In this certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed:

Signed:

For and on behalf of:

For and on behalf of

.....

.....

.....

.....

.....

.....

Dated:

Dated: