

SSRO

Single Source
Regulations Office

SSRO-C-154 Security and Information Risk Advisor (SIRA) services

Invitation to Tender

January 2026

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1. Introduction

- 1.1 This Invitation to Tender (ITT) is issued by the Single Source Regulations Office (SSRO) to procure expert Security and Information Risk Advisor (SIRA) services.
- 1.2 The content of this ITT is for use by prospective bidders who wish to submit a Tender in relation to the delivery of the Services, which are summarised in section 3 below and particularised in the Specification.
- 1.3 This ITT is provided on the basis that it is and shall remain the property of the SSRO and must only be used for the purposes of responding to this tender opportunity.
- 1.4 This document contains the information and instructions that suppliers will need in order to submit a compliant Tender. The SSRO will evaluate compliant Tenders in accordance with the methodology set out in this ITT.
- 1.5 Given the estimated value of the contract, which falls below the Procurement Act 2023 threshold, the SSRO is not required to follow a prescribed procurement procedure. However, in the interests of transparency, fairness and ensuring a robust and competitive process, the SSRO has elected to run this procurement exercise in a manner broadly aligned with the principles and structure of the Open Procedure commonly used for above-threshold procurements. Accordingly:
 - all interested suppliers are invited to submit a Tender;
 - the procurement will be conducted in a single stage, with no prior selection based on suitability, except where strictly necessary;
 - tenders will be evaluated in accordance with the evaluation criteria and methodology set out in this ITT (as expanded on, if relevant, in the other procurement documents); and
 - the SSRO will apply the procedural safeguards and standards of conduct expected under the Procurement Act 2023, while retaining the flexibility permitted for below-threshold contracts.
- 1.6 This approach is adopted voluntarily to support a fair and transparent process and does not create any obligation on the SSRO to apply the full requirements applicable to above-threshold procedures.

2. The Single Source Regulations Office

- 2.1 The Defence Reform Act 2014 ('the Act') created a regulatory framework for single source defence contracts. The framework places controls on the prices of qualifying contracts and requires transparency on the part of defence contractors.
- 2.2 The Single Source Regulations Office (SSRO) is an executive non-departmental public body, sponsored by the Ministry of Defence (MOD). The SSRO provides independent, expert leadership on the regulation of single source contracts and carries out a range of statutory functions in support of the regulatory framework. When exercising its functions, the SSRO aims to ensure that:
 - good value for money is obtained in government expenditure on qualifying defence contracts; and
 - that persons who are parties to qualifying defence contracts are paid a fair and reasonable price under those contracts.

2.3 Additional general information about the SSRO can be found on its **website**.

3. Service requirements

3.1 The SSRO is seeking to appoint a supplier of Security and Information Risk Advisor (SIRA) services to provide expert advice on the management of security and information risk, consistent with the UK Government's information assurance policy and relevant sector-specific guidance, with particular emphasis on the specific functions and requirements of the SSRO as an independent agency of the MOD. The Specification, which sets out the requirements of the SSRO and will form a fundamental part of the contract with the successful bidder, is provided as a separate attachment to this ITT at **Appendix 1**.

3.2 The successful bidder will be able to demonstrate a full understanding of the requirements and will have the ability and commitment to provide a comprehensive service to the SSRO.

3.3 The contract is intended to commence on 26 March 2026. Its term will be for an initial period of three years, with two optional extensions (of 12 months each) exercisable at the sole discretion of the SSRO. The maximum potential contract period is therefore 5 years.

3.4 The total estimated contract value over the maximum contract period (including the optional extension periods) is £144,000 (inc VAT). The SSRO is contracting for (and the estimated contract value has been calculated based on) the following level of support:

- A fixed requirement of 15 planned days per annum to support a range of planned activities. These activities include quarterly and annual assurance reviews to support the SSRO's Secure by Design (SbD) process, including the review and delivery of the annual Security Case Report (SyCR), liaising with the SSRO, DefCARS supplier and the MOD as required to allow the SSRO to make submissions via the MOD Cyber Assurance Activity Tracker (CAAT), input into the SSRO's annual security and information management policy review programme, and Audit and Risk Committee (ARAC) and staff cyber security briefs; and
- An optional requirement of up to 10 days per annum to accommodate any unplanned or ad hoc requirements. These days are not guaranteed by the SSRO. If required by the SSRO, these days may be used variably across the contract period (for example, a higher number of days in one year and none in another), subject to the total number of days over the initial three-year period not exceeding 30. Activities falling under this requirement may include more extensive Security Impact Assessments, facilitating Business Continuity exercises (including cyber resilience testing), input into substantive technology reviews or procurement projects, ad-hoc advice on specific queries in relation to cyber security and information risk management matters, as well as general keeping in touch with the MOD Cyber Security Assessor.

Mandatory accreditation requirements

3.5 Due to the nature of the services, the accreditations and certifications listed below are essential requirements for performance of the contract and must be held for the entire contract period. Bidders who do not currently hold these may still submit a Tender but **must hold the accreditations and certifications prior to contract award** in order for the contract to be entered into. Given the limited time available before contract award, the SSRO considers it unlikely that a bidder could apply for and obtain these accreditations and certifications within this period. Bidders who do not currently hold these should therefore be aware that they may be unable to meet these mandatory performance requirements in time. If the bidder who ranks first in the evaluation process cannot evidence valid accreditations and certifications by the contract award date, the SSRO may decide not to award the contract to that bidder and may instead proceed to award to the next highest-scoring compliant bidder.

- Cyber Essentials Plus certification.
- All individuals delivering services under the contract must hold at least one of the following credentials:
 - i) SIRA Certified Cyber Professional (CCP), as accredited by the National Cyber Security Centre (NCSC);
 - ii) Membership of the Chartered Institute of Information Security (CIISec);
 - iii) Chartered Cyber Security Professional (ChCSP) status; or
 - iv) An equivalent certification to any of the above.
- All individuals delivering services under the contract must also hold UK HMG security clearance at SC level or above.

4. Guidance for bidders

Instructions to suppliers submitting a Tender

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

Timetable

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

Stage	Date
Tender documents issued	7 January 2026
Deadline for receipt of clarification questions	20 January 2026 (5pm)
SSRO response to clarification questions	22 January 2026
Tender return deadline	11 February 2026 (5pm)
Notification of outcome decision	6 March 2026
Contract award date	20 March 2026
Contract commencement date	26 March 2026

Clarification questions

- 4.5 It is the responsibility of bidders to obtain at their own expense all additional information necessary for the preparation of their response to this ITT. No claims of insufficient knowledge will be entertained.
- 4.6 Bidders may submit clarification questions they have relating to the procurement by the date and time specified in the timetable above. The SSRO will respond to reasonable requests received before the deadline. Questions received after the deadline may not be answered.
- 4.7 Please only submit such questions by email to the SSRO at: tenders@ssro.gov.uk
- 4.8 The title of the email should be "**SIRA: Clarification Question**." Any clarification questions should clearly reference the document and the relevant paragraph. To the extent possible, multiple questions should be aggregated into one email rather than sent individually.
- 4.9 The SSRO aims to publish responses to clarification questions on Find a Tender by the date specified in the table in paragraph 4.4. All questions and their answers will be published without revealing the identity of the individual bidder who put forward the question.

Return of Tenders

- 4.10 Bidders should address the requirements of the Specification in their Tenders, by completing and submitting a Questionnaire **Appendix 2**.
- 4.11 Tenders must be returned by the date and time specified in the timetable in paragraph 4.4. Any Tender received after this date and time will not be considered. The SSRO accepts no liability whatsoever for Tenders that are not received by the deadline, including for reasons of internet connectivity, transmission delays or errors. Tenders received by the deadline will be retained unopened until after the deadline for submission has lapsed. It is the bidders' responsibility to ensure that their Tender is received no later than the stated date and time.
- 4.12 Please only return Tenders by email to the SSRO at: tenders@ssro.gov.uk.
- 4.13 The title of the email should be "**SIRA: Tender Submission**." The documents required to be submitted with the proposal should be provided as attachments to the email.

Tender requirements

- 4.14 All submitted Tenders **must** include all of the following documents:
 - Questionnaire;
 - Pricing Schedule;
 - Form of Tender;
 - Statement of Conduct;
 - Conflict of Interest Schedule;
 - Conflict of Interest Policy (see section 8 below and **Appendix 7**);
 - Evidence of accreditations and certifications listed in paragraph 3.5 **OR** a written statement confirming that the required accreditations will be held by the contract award date;

- Evidence of insurance cover and levels listed in paragraph 4.28 **OR a** written statement confirming that the required insurances will be obtained by the contract award date; and
- Where applicable, consortium/sub-contracting proposals as noted in paragraphs 4.30 to 4.33.

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

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

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

Questionnaire

4.18 Bidders must complete and submit their Questionnaire, in the form provided at **Appendix 2**. Bidders must respond in full to each of the questions. If a bidder cannot or is unwilling to answer 'Yes' to every question in Part 3 of the Questionnaire, their Tender will be deemed non-compliant and automatically rejected.

4.19 If a question is similar to a question included elsewhere in the Questionnaire, bidders should repeat the response where relevant and expand upon it, as necessary. Bidders should not, however, exceed the indicated word limits (if any). The SSRO will disregard any text which exceeds the word limit.

4.20 Any additional material which expands upon the Tender may be included as appendices with cross-references to this material in the main body of the Tender submission. However, such additional material should only be included as part of a bidder's Tender where expressly permitted in Appendix 2 (and, where so permitted, bidders should also note any word limits that apply).

Pricing Schedule

4.21 Bidders must complete and submit the Pricing Schedule, which is provided at **Appendix 3**.

4.22 Bidders must quote on the basis that the rates or prices included in the Pricing Schedule remain fixed for the period of the contract, including any extension periods. Bidders are strongly advised to check all figures and calculations before submitting their Tenders. The SSRO will not allow bidders to amend their pricing schedules after submission. If the Tender is accepted, the bidder will not be entitled to claim, and the SSRO will not allow any increase in the prices or rates.

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

4.24 Where a price quoted appears to be abnormally low, the SSRO shall investigate as appropriate. If the bidder cannot provide substantive reasons for the low quote, the SSRO may reject the Tender. The SSRO will also investigate where a price quoted appears disproportionately spread over the full contract period, including where it is front-loaded (for example, significantly more expensive over the fixed contract period compared to any extension periods). If the bidder is unable to justify the reasons for the spread of the price, or it presents an unacceptable risk to the SSRO, the SSRO may in its sole discretion reject the Tender.

Form of Tender

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

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

Statement of Conduct

4.27 Bidders must submit a completed Statement of Conduct which is provided at **Appendix 6**.

Insurance

4.28 The following insurance cover and levels are essential requirements for performance of the contract, which must be held for the entire contract period:

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

4.29 Bidders who do not currently hold required insurance cover may still submit a Tender, but if successful **must obtain such insurance by the contract award date** in order for the contract to be entered into. If the bidder who ranks first in the evaluation process cannot evidence that the required insurance cover and levels are held by the contract award date, the SSRO will not be able to award the contract to that bidder, and may instead proceed to award to the next highest-scoring compliant bidder.

Sub-contractors and consortiums

4.30 If you are bidding for this contract in association with another supplier, you must explain the structure of the bid. If you do not do so, then the Tender may be rejected.

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

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

4.33 The SSRO may request a copy of the consortia legal arrangements or the form of contract to be entered between the Contractor and any proposed sub-contractor. Failure to provide this information may lead to the bid being rejected or the SSRO withholding its consent to the appointment of sub-contractors.

5. Evaluation

- 5.1 Prior to evaluating Tenders, the SSRO will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT. Tenders which are complete and compliant will be evaluated.
- 5.2 The contract will be awarded to the highest-ranking bidder based on the Most Advantageous Tender (MAT), subject to the minimum scores being achieved as set out at 5.11 and acceptability as explained at 5.18.
- 5.3 Tenders will be scored based on a combination of quality and price, with the weighting applied to each detailed in the table below. Individual criterion, and weightings, are referred to in the paragraphs 5.6 (for quality) and paragraph 5.12 (for price) below.

Award Criteria	Weighting
Quality	60%
Price	40%

- 5.4 Appropriate individuals have been selected to undertake the evaluation of Tenders and will collectively be referred to as the “Evaluation Team.”
- 5.5 The Evaluation Team will only consider the information provided by bidders in their Tender submission and, if appropriate, responses provided to the SSRO during any subsequent clarification process.

Quality

- 5.6 The Quality criteria carry an overall weighting of **60%** and are assessed by the Evaluation Team based on the bidder’s completed response to the Part 4 questions within the Questionnaire (**Appendix 2**). The criteria and weightings are set out in the Table below. Sub-criteria and sub-weightings, where applicable, are provided in Appendix 2.

Quality criteria	Weighting %
1. Service delivery	50
2. Security arrangements	10
Total	60%

- 5.7 The Quality sections will be assessed based on the written responses provided to each of the Part 4 questions in **Appendix 2**. Each criterion has been assigned a weighting and for some, sub-weightings, from the overall section weighting. Each criterion (or where identified by sub-weightings, sub-criterion) will be awarded a score of between 0 and 5 in accordance with the assessment table below.

Assessment table

Assessment	Score
Unacceptable: the response does not meet any of the requirements or no response has been provided. An unacceptable and/or non-compliant response with serious reservations, demonstrating no understanding of the requirement.	0
Unsatisfactory: the proposal significantly fails to meet the requirements as it does not demonstrate a full understanding of them, posing major concerns.	1
Weak – the proposal falls below the requirements. The response has met some, but not all elements of the requirement, which poses risk that the proposal will not meet the deliverables required.	2
Satisfactory – the proposal meets the required elements with low levels of assurance. The response is acceptable and meets all the basic requirements. However, the response is not sufficiently detailed to minimise risk and/or the proposed approach may require additional support (in addition to that outlined in the Specification) from the SSRO to meet its deliverables.	3
Good – the proposal meets the requirements with moderate levels of assurance. The response fully meets all requirements with detail provided, minimising risks to delivery. The response is comprehensive and unambiguous, demonstrating a thorough understanding of the requirements and provides details of how the requirement will be met in full without additional support from the SSRO, other than that outlined within the Specification.	4
Outstanding - the proposal exceeds the requirement with high levels of assurance. The response is comprehensive and unambiguous, demonstrating a thorough understanding of the requirements, providing detail of how the requirement will be met in full without additional support from the SSRO. The bidder has also provided additional beneficial services, solutions, and skills other than those outlined within the Services Specification.	5

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

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

Quality scoring example

Service delivery sub-criteria	Sub - weighting (a)	Example Score (b)	Weighted Score (a x b) = c	Final score = (c/5) x 100
Delivery of the programme of planned activities	25%	4	1.0	20.00
Delivery of additional services	20%	4	0.8	16.00
Expertise of team	5%	3	0.15	3.00
Total	50%			39.00*

*In this example, the bidder would receive a total weighted score of 39 out of a total of 50 for Quality.

5.9 The total quality score will be the sum of the individual weighted scores for each criterion.

5.10 The weighted quality and price scores will be rounded to the nearest two (2) decimal places. For example: a score of 25.3268 will become 25.33 whereas a score of 25.3238 will become 25.32.

5.11 **A bidder must score at least 3 (“Satisfactory”) for each quality criteria (or sub-criteria). Failure to achieve this minimum score will result in the Tender being automatically rejected, regardless of its other merits.**

Price

5.12 The Price criteria has an overall weighting of 40% and is assessed based on the completed Pricing Schedule (**Appendix 3**).

5.13 Bidders are required to complete all the tables within section 2 of the Pricing Schedule (**Appendix 3**). These capture the bidder's price/rates for performing the relevant parts of the services. Table 1 within section 1 of the Pricing Schedule, is auto populated/calculated based on the total prices/rates quoted in the section 2 tables to provide a total contract price, which is the sum of the price given for each element of the Services. The “total contract price” is the figure used for the purposes of evaluation.

5.14 The lowest-priced Tender submitted will receive the full marks available. The price of each of the other Tenders will be scored proportionately to the lowest-priced Tender, according to the following calculation:

$$(\text{Lowest-priced Tender} / \text{price of Tender being scored}) \times \text{relevant weighting \% (40\%)}$$

Price scoring example:

5.15 Bidder A submits a total contract price of £25,000; and Bidder B submits the lowest total contract price of £20,000.

5.16 Applying the formula awards the maximum price score of 40.0 to bidder B who submitted the lowest-priced Tender, and awards Bidder A the price score of 32.0.

Bidder	Total Contract Price (a)	Lowest priced Tender (b)	Weighted Price Score (b/a) *40
A	25,000	20,000	32.0
B	20,000	20,000	40.0

Ranking and provisional award of contract

5.17 The weighted Quality and Price scores will be added together to give a total score for each bidder, and each bidder will be ranked accordingly. The highest-ranking bidder will be recommended for contract award. Should there be a tie in scores between the bidders ranked first, the bidder with the lowest-priced Tender will be recommended for contract award.

5.18 Any Tender which in the reasonable opinion of the Evaluation Team is fundamentally unacceptable on any key point regardless of its other merits, may be rejected.

6. Transparency

6.1 The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the SSRO. You should be aware of the SSRO’s obligations and responsibilities under FOIA and EIR to disclose, on written request, recorded information held by the SSRO. Information provided by you in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may be required by law to be disclosed, unless the SSRO considers that an exemption can be applied.

6.2 If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the information concerned and the justification for it not to be disclosed. Such designation alone may not prevent disclosure if, in the SSRO’s reasonable opinion, it is required by applicable legislation or policy, or where disclosure is required by the Information Commissioner, the First-tier Tribunal (Information Rights) or a court.

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

7. Canvassing and bidders’ conduct

7.1 Offering an inducement of any kind in relation to obtaining this or any other contract with the SSRO will disqualify a supplier’s Tender from being considered and may constitute a criminal offence.

7.2 Bidders will be disqualified if they:

- Tell other suppliers or (including any sub-contractors) what their Tender price is or will be, before the submission deadline;
- try to obtain any information about anyone else’s Tender or proposed Tender before the submission deadline; or

- make any arrangements with another supplier or bidder about whether or not they should Tender, or about each other's Tender price.

7.3 Should it be determined that any bidder has been communicating with any other bidder in respect to this Tender, the SSRO may, acting reasonably, disqualify both bidders.

7.4 You should not withdraw a Tender after the submission deadline. If you do so, and the SSRO is not satisfied with the reasons for withdrawal, then the SSRO may refuse to accept future Tenders from you.

7.5 If the SSRO disqualifies a bidder from this procurement, it will also consider whether to exclude the bidder from subsequent procurement exercises.

8. Conflicts of interest

Conflicts as part of the procurement process

8.1 The SSRO requires that bidders notify it immediately should there be any conflicts of interest or potential conflicts of interest as part of the procurement process. Any bidder failing to notify the SSRO about a conflict or risk thereof that is later identified, may be disqualified.

Conflicts as part of the provision of the Services

8.2 In light of the SSRO's statutory role in regulating qualifying defence contracts, it must maintain the highest standards of integrity, impartiality and security in the conduct of its functions. This is particularly critical in relation to its IT systems, which process and store highly sensitive, confidential and commercially valuable information relating to defence contractors and qualifying contracts. Additionally, certain information held within these systems is subject to Schedule 5 of the Defence Reform Act 2014, such that unauthorised access or disclosure gives rise to criminal sanctions.

8.3 The SSRO recognises that bidders may operate in, or have commercial relationships within, the defence sector. Accordingly, the following circumstances do not, of themselves, constitute automatic grounds for exclusion from this procurement:

- being, or proposing to be, a party to a Qualifying Contract, or being a group undertaking within a group that includes a company that is, or proposes to be, a party to a Qualifying Contract;
- contracting with a Defence Contractor that is subject to regulation by the SSRO; or
- contracting with the Ministry of Defence.

(Note that a "Qualifying Contract" is a Qualifying Defence Contract or Qualifying sub-contract as defined in sections 14 and 28 (respectively) of the Defence Reform Act 2014 and a "Defence Contractor" is a party to a Qualifying Contract).

8.4 However, given the nature and sensitivity of the services being procured and the level of access to the SSRO's IT environment and information that the successful bidder will have, the effective identification and management of conflicts of interest is a **mandatory requirement** of this procurement. Any actual, potential or perceived conflict of interest will be subject to detailed scrutiny. Bidders in any of the circumstances described above, or otherwise identifying a potential conflict, must be able to demonstrate clearly and convincingly that such conflicts can be effectively managed and mitigated so as to eliminate any risk - actual or perceived - of undue access, influence or misuse of sensitive regulatory information, including information relating to Qualifying Contracts or contractors subject to SSRO oversight.

8.5 All bidders, without exception, must submit a completed Conflict of Interest Schedule (Appendix 7). This is a **pass/fail requirement**. Failure to submit a completed Conflict of Interest Schedule, or the submission of materially incomplete or misleading information, will result in the Tender being rejected.

8.6 All bidders are also required to confirm that they maintain a Conflicts of Interest Policy that aligns with the requirements of paragraphs 8.2 – 8.6 and clause 34 of the Contract, and to submit that policy for assessment as part of their Tender. **This is a pass/fail requirement**. The SSRO will assess whether the Policy demonstrates robust, proportionate and independently auditable arrangements, including (without limitation):

- clear structural and operational separation between relevant business functions, where applicable;
- effective technical, physical and personnel controls to prevent unauthorised access to sensitive information and systems;
- clearly defined, enforceable and monitored procedures for the identification, disclosure, management and escalation of conflicts of interest; and
- evidence that safeguards are embedded at all levels of service delivery and subject to regular review, independent scrutiny and, where appropriate, accreditation or assurance.

8.7 A bidder will **fail this requirement** (and their Tender will be rejected for non-compliance) where the SSRO determines, in its reasonable opinion, that:

- the bidder has identified actual or potential conflicts that cannot be adequately mitigated to the SSRO's satisfaction; or
- the bidder's Conflicts of Interest Policy is absent, materially deficient or not aligned with the requirements of paragraphs 8.2 – 8.6 above or clause 34 of the Contract; or
- the proposed controls and safeguards do not provide sufficient assurance that the integrity, impartiality and security of SSRO information and IT environment will be protected.

9. Acceptance of Tenders

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

9.2 Bidders are advised that in the event of their Tender being successful, the contract between the SSRO and the Contractor will only come into existence once it has been duly executed in writing by both parties.

9.3 No other purported method of acceptance (e.g. telephone call) or any action by the bidder (e.g. commencement of any work) shall be binding upon the SSRO or have any contractual effect.

9.4 Nothing contained in this ITT shall constitute an agreement. Receipt by the bidder of this ITT does not imply the existence of a contract or commitment by or with the SSRO for any purpose and bidders should note that the ITT may not result in the award of any business.

10. Bid costs

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

11. Terms and Conditions

11.1 In the event of a conflict between the ITT (including any of the supporting documents) and the Terms and Conditions, the Terms and Conditions shall take precedence.

11.2 The Contract will be awarded on the Terms and Conditions at **Appendix 4**. Any contract terms which are supplied by a bidder as part of their Tender will be discounted and the Tender may be rejected.

11.3 The Contract will comprise:

- the SSRO's Terms and Conditions;
- the Specification
- the Supplier's Tender (including pricing schedule and, where relevant, any clarifications);
- the Specification (including, where relevant, any clarifications); and
- any other agreed Schedules.

12. Documents provided with this ITT

12.1 The ITT documentation pack is comprised of the following appendices:

- Appendix 1: Specification
- Appendix 2: Questionnaire
- Appendix 3: Pricing Schedule
- Appendix 4: SSRO Terms and Conditions
- Appendix 5: Form of Tender
- Appendix 6: Statement of Conduct
- Appendix 7: Conflict of Interest Schedule