ISLE OF ANGLESEY COUNTY COUNCIL

Invitation to Tender

FOR THE PROVISION OF:

Multi-Disciplinary and Professional Expertise, Skills and Capacity Support for the Council's Energy Island Programme New Nuclear Development at Wylfa)

DEADLINE FOR CLARIFICATIONS: 17/12/2026

DEADLINE FOR TENDER RESPONSES: 22/12/2026

Please ensure that you read this document carefully and fully as failure to comply may result in exclusion from the Procurement Process or rejection of a Tender Response.

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Definitions

In this Tender Pack, unless the context otherwise requires, the following terms have the meanings set out below:

- **Act** – refers to the Procurement Act 2023 (as amended from time to time) and any applicable regulations thereunder.
- **Bidder** — any organisation, company, or individual submitting a Tender Response in accordance with this Tender Pack.
- **Centralised Debarment List** – a public register established by the UK Government that lists suppliers whose past behaviour or circumstances mean that it is not, or may not be, allowed to participate in covered procurements or be awarded public contracts
- **Closing Date** – the date on which the deadline for request for clarifications is set by IOACC.
- **Confidential Information** — all information disclosed by either party that is marked confidential or would reasonably be considered confidential by its nature.
- **Contract** — the legally binding agreement to be entered into between the Contracting Authority and the successful Bidder following completion of the Procurement Process.
- **Deliverables** — all goods, services, outputs, reports, or materials the Successful Bidder is required to provide under the Contract.
- **Framework Agreement** – a Contract that sets out the broad terms and conditions under which future, more specific call off Contracts can be awarded without conducting a full Procurement Process.
- **IOACC** – Isle of Anglesey County Council
- **Open Framework Agreement** – is a type of Framework Agreement that must be reopened for competition at least once in the first 3 years, once in the following 5 years and shall last for a maximum of 8 years unless otherwise stated in this Tender Pack or if awarded to a single supplier in which case it can only be awarded for a period of 4 years.
- **Project Bank Accounts** - ring-fenced bank accounts with trust status that act as a mechanism for making payments to a supply chain. Welsh Procurement Policy Note (WPPN) 010: Project bank accounts [HTML] | GOV.WALES
- **Price** — the total amount payable to the Successful Bidder for the performance of the Contract, as set out in the Pricing Schedule.

- **Pricing Schedule** — the document setting out the breakdown of the Price, including rates, fees, and any reimbursable expenses.

- **Procurement Process** — the procedure undertaken by IACC to select the Successful Bidder in accordance with applicable procurement regulations.

- **Procurement System** – the cloud-based system provided by sell2wales where the Tender Pack can be found, clarification requests, correspondence and Tender Responses are to be submitted.

- **Specification** — the detailed description of the goods, services, or works required by IOACC, as set out in Appendix 1 of this Tender Pack.

- **Successful Bidder** — the Bidder whose Tender Response is accepted and who enters into the Contract with the IOACC.

- **Tender Pack** — the collection of all documents issued by IOACC that sets out the requirements of the Procurement Process, the rules governing the Procurement Process, the information to be provided by Bidders, and the terms and conditions that will apply to the Contract.

- **Tender Response** — the complete set of documents, proposals, declarations, and supporting information submitted by the Bidder in response to this Tender Pack.

- **TUPE** - Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and any regulations made thereunder.

- **Working Day** — any day other than a Saturday, Sunday, or public holiday in England and Wales.

1.0 Introduction

1.1 The Isle of Anglesey County Council is the local authority for the Isle of Anglesey, Wales serving approximately 70,000 residents.

1.2 IOACC's vision is to create an Anglesey that is healthy and prosperous where people can thrive.

1.3 To help achieve its vision, IOACC's strategic objectives are,

- Welsh Language - increasing opportunities to learn and use the language.
- Social Care and Wellbeing - providing the right support at the right time.
- Education – ensuring an effective provision for today and for future generations.
- Housing – ensuring that everyone has the right to call somewhere home.
- Economy – promoting opportunities to develop the island's economy.
- Climate Change – responding to the crisis, tackling change and working towards becoming a net zero organisation by 2030

2.0 Tender Overview

2.1 IOACC is currently inviting Tender Responses to provide independent multi-disciplinary support in relation to the proposed new nuclear development at Wylfa and associated development proposals.

2.2 The IOACC's Energy Island Programme was established in 2011 to support major energy, infrastructure and economic development opportunities on Ynys Môn. The Programme supports IOACC's wider corporate objectives, including economic growth, climate change, housing, education, social wellbeing and the promotion of the Welsh language.

2.3 IOACC considers Wylfa to be one of the UK's most strategically important sites for future nuclear generation, and the proposed Gwyndod Project has the potential to deliver significant economic, infrastructure and employment benefits to the Island whilst also presenting complex planning, environmental, community and regulatory challenges.

2.4 IOACC requires access to independent specialist advice and support across a wide range of disciplines to fulfil its statutory duties, assess development proposals, represent local interests, support corporate and democratic decision-making processes, engage effectively throughout planning and consenting processes, and maximise benefits for local communities. The Contract intends to provide access to expertise where IOACC's

existing professional support arrangements cannot be utilised due to actual, potential or perceived conflicts of interest.

2.5 The Successful Bidder will be required to provide multidisciplinary support throughout the lifecycle of the proposed development, including pre-application engagement, planning and consenting processes, examination and determination stages, implementation and post-consent activities.

2.6 Services may include strategic planning and consenting advice, environmental and technical assessments and Welsh language impact assessments, community benefit and local supply chain advice, stakeholder engagement, governance support, examination and inquiry support, and post-consent monitoring and compliance advice. The Successful Bidder will work closely with the IOACC's Energy Island Programme and relevant IOACC services as required.

2.7 IOACC intends to appoint one (1) Successful Bidder as a result of this Procurement Process.

3.0 Contract Term

3.1 The initial term of the Contract is 4 years.

3.2 IOACC may extend the Contract for an additional 4 years subject to the final agreement of both parties.

3.3 The Contract will be on an ad-hoc basis and IOACC does not guarantee any minimum level or value of service under the Contract.

3.4 IOACC reserves the right to directly award new Contract(s) for similar goods, works or services to the Successful Bidder within five years from the award of this Contract in accordance with Schedule 5 paragraph 8 of the Act.

4.0 Selection Process

4.1 IOACC will procure the required services by using the open procedure in accordance with Section 20 of the Act.

5.0 Clarifications

5.1 Any questions regarding the Tender Pack or the Procurement Process should be submitted electronically via IOACC's Procurement System.

5.2 All queries should be raised and submitted to IOACC no later than 5 Working Days prior to the Closing Date referred to be in point 6.1 below.

5.3 IOACC will endeavour to answer all queries raised at least 3 Working Days before the Closing Date.

5.4 All queries raised by a Bidder during the Procurement Process will be fully documented and where those queries are not of commercially confidential nature, both the query and IOACC's response to the query will be circulated to all Bidders.

5.5 If a Bidder wishes IOACC to treat a query as confidential and not share the query and IOACC's response to it, they must state so when submitting the query. If IOACC is of the opinion that the query is not confidential, IOACC will inform the Bidder of its opinion and give the Bidder an opportunity to withdraw its query. If not withdrawn, IOACC's response will be issued to all Bidders.

5.6 IOACC reserves the right to seek clarification from Bidders in relation to any aspects of their Tender Response during the evaluation stage to ensure fair evaluation of all Tender Responses. Bidders are expected to respond promptly to any such requests. Failure to respond to IOACC within the timeframe specified may lead to the Bidder's exclusion from the process.

5.7 Bidders may be asked to attend a tender clarification interview. Such interview will not be evaluated or scored but will be used to moderate the relevant tender evaluated criterion.

5.8 Any request for clarification or additional information by IOACC is not an opportunity to discuss, negotiate or improve elements of the Tender Response, the Contract or the Procurement Process and responses should be confined to the matters on which clarification or additional information has been sought by IOACC.

5.9 Bidders are advised not to rely on communications from IOACC in respect of the Tender Pack or the procurement unless they are made in accordance with these instructions.

6.0 Timescales and Submission

6.1 Tender Responses must be submitted by 12 noon on 22/12/2026.

6.2 Tender Responses must be submitted electronically via IOACC's Procurement System.

6.3 Any Tender Responses, proposals or supporting documents received after such time and date will not be considered for acceptance by IOACC.

6.4 Tender Responses may be amended and resubmitted at any and as many times as needed before the closing time and date noted in 6.1.

6.5 All Tender Responses must meet the following requirements:

6.5.1 must be submitted in Welsh or English and any Tender Responses submitted in Welsh will not be treated less favourably than Tender Responses submitted in English.

6.5.2 must be priced in pound sterling and including VAT.

6.5.3 must not be qualified in any way and must not make unauthorised deletions, amendments, or additions;

6.5.4 must contain all documents as specified at clause 6.7;

6.5.5 all documents contained in the Tender Response must be submitted exclusively in Microsoft Word or Excel formats unless otherwise noted or prior written consent has been given to use another format;

6.5.6 must be signed by a duly authorised representative of the Bidder's organisation;

6.5.7 Bidders must complete the tender documents exactly as provided, without altering the format, forms, or questions. Any unauthorised changes, additions, or deletions may result in the submission being rejected or deemed invalid; and

6.5.8 The Tender Response must include for all costs associated with the delivery of the required goods, works or services as detailed in Appendix 1: Specification.

6.6 Failure to follow the instructions and requirements cornering the format of the Tender Responses above will lead to the Tender Response being rejected and such a Tender Response shall not proceed to the evaluation stage.

6.7 All Tender Responses must include the following:

i. A completed Selection Questionnaire - Appendix 2

ii. A completed Pricing Schedule - Appendix 3

iii. A completed Quality Submission Document - Appendix 4

iv. A completed Form of Tender Document - Appendix 5

v. Curriculum Vitae (CVs) for all proposed key personnel who will be assigned to deliver services under the contact, demonstrating relevant qualifications, experience and expertise.

6.8 Only one Tender Response can be submitted by each Bidder. In the event that more than one Tender is submitted by a Bidder, the Tender Responses with the latest time of submission will be evaluated and the other(s) will be disregarded.

7.0 Use of Artificial Intelligence ("AI")

7.1 IOACC does not prohibit the use of AI in the preparation of Tender Responses however, AI should only be used as a supplementary tool to assist with drafting structure, improving readability, proofreading, or refining presentation. Bidders should not rely on AI to generate or substantially draft Tender Responses on their behalf.

7.2 Bidders are expected to prepare and author their Tender Responses themselves and remain solely responsible for the accuracy, completeness, validity and authenticity of all information provided.

7.3 Where AI has been used to assist in the drafting of a Tender Response, Bidders are expected to disclose this within their Tender Response and provide a brief description of the nature and extent of its use.

7.4 Under no circumstances can Bidders input, upload, disclose, or otherwise make available any information, data, documents, specifications, or other materials relating to IOACC to any AI platform, application, or system unless expressly authorised in writing by IOACC.

7.5 Bidders must ensure that any use of AI complies with all applicable obligations relating to confidentiality, information security, data protection, and intellectual property rights. Failure to comply with these requirements may result in the Tender Response being rejected.

8.0 Evaluation & Scoring

8.1 Evaluation and scoring will be undertaken by a panel comprising a minimum of three members. The panel may include appropriately qualified and experienced employees of the Isle of Anglesey County Council (IOACC), key stakeholders, service users and/or external advisers.

8.2 The Contract will be awarded based on the Most Advantageous Tender ("MAT"). The Contract will not necessarily be awarded to the lowest bid received.

8.3 IOACC reserves the right to exclude any Tender Responses where IOACC at its own discretion determines that the pricing schedule submitted constitutes an abnormally low offer. Before disregarding and excluding the Bidder under this ground, IOACC shall (in accordance with section 19 of the Act):

a. notify the Bidder that IOACC considers the price to be abnormally low; and

b. give the Bidder a reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered.

If the Bidder demonstrates to IOACC's satisfaction that it will be able to perform the Contract for the price offered, IOACC may not disregard or exclude the Tender Response.

8.4 Contract will be awarded based on the following weighing criteria:

- Selection Questionnaire = Pass or Fail
- Pricing Schedule = 30% (30 marks)
- Quality = 70% (70 marks)
  - Q1 = 40%
  - Q2 = 30%
  - Q3 = 30%

8.5 **Appendix 2 - Selection Questionnaire** will be assessed first to ascertain whether the Bidder has passed or failed the relevant criteria. The questions clearly indicated which questions are pass/fail or for information purposes only. If a 'fail' mark is awarded against any criterion within the selection criteria, IOACC reserves the right to disqualify that Bidder from the process.

8.6 **Appendix 3 – Pricing Schedule** will be evaluated by giving the lowest compliant pricing schedule 100% of the marks available. All other compliant pricing schedules will receive 100% of the marks available minus the percentage difference between their submitted price and lowest compliant pricing schedule. Scores will be rounded up to 2 decimal places.

8.7 **Appendix 4 – Quality** will be scored in accordance with the following scoring matrix:

Score	Scoring Principle
5	**Excellent** – Exceptional demonstration by the Bidder of the relevant ability, understanding, experience, skills, resources and quality measures needed to meet this requirement, with evidence to support the response.
4	**Good** – Above average demonstration by the Bidder of the relevant ability, understanding, experience, skills, resources and quality measures needed to meet this requirement, with evidence to support the response.

3	**Average** – Demonstration by the Bidder of the relevant ability, understanding, experience, skills, resources and quality measures needed to meet this requirement, with evidence to support the response.
2	**Fair** – Some minor doubt regarding the Bidder's relevant ability, understanding, experience, skills, resources and quality measures needed to meet this requirement, with evidence to support the response.
1	**Poor** – Considerable doubt regarding the Bidder's relevant ability, understanding, experience, skills, resources and quality measures needed to meet this requirement, with evidence to support the response.
0	**No response** – Question is not answered / no response has been submitted.

The score given will be divided by the total number of marks available (5) and multiplied with the question weighting i.e. if the question weighting is 20%, a score of 5 will give the weighted score of 20%, a score of 3 will give a weighted score of 12% etc.

Responses to all questions must not exceed the word count indicated for each individual question. Any words exceeding the applicable word count will not be considered. At the end of each question, Bidders should note the total word count for the question including words used in headings, tables, models and graphics. Additional appendices will not be considered unless expressly permitted within the question.

If an evaluated score of 1 or less is given to any quality question, IOACC shall exclude the Bidder from the process.

8.8 Scores from the price and quality evaluations will then be added to give an overall score out of 100 marks (100%). IOACC shall appoint the overall highest scoring Bidder as the Successful Bidder.

8.9 When two or more Bidders achieve the same total highest score, the Successful Bidder will be determined by applying the following order of precedence:

8.9.1 First, the Bidder with the highest overall quality score will be selected as the Successful Bidder.

8.9.2 If two or more of the Bidders also share the same overall quality score, the Bidder with the lowest pricing schedule value will be deemed the Successful Bidder.

8.10 The award of the Contract is subject to the formal approval process of IOACC. Until all necessary approvals are obtained, the relevant notices published and the standstill period completed (if applicable), no Contract(s) will be entered into.

8.11 IOACC will conduct financial evaluations on the Successful Bidder following the evaluation process to ensure that they meet the minimum financial requirements.

8.12 The minimum financial requirements for this Procurement Process are,

8.12.1 Acid Test Ratio of 1 or greater

8.12.2 Ability to demonstrate turnover at minimum threshold of £1million.

9.0 Timetable

9.1 The following timetable is an approximate timeline for the tender process. IOACC reserves the right to change any dates required.

Stage	Step	Date
Tender	Tender Issue	26/11/2026
	Deadline for receiving clarification requests from Bidder	5 working days before closing date 12:00 15/12/2026
	Deadline for IOACC to respond to Bidder clarification requests	3 working days before closing date 12:00 17/12/2026
	Tender Submission Deadline	12:00 22/12/2026

	Completion of Evaluation of Submissions	w/ c 11/01/2027
	Interview Date	w/c 18/01/2027
Award	Notification of award to all assessed Bidders	w/ c 25/01/2027
	Publication of Contract Award Notice and commencement of Standstill Period	w/ c 25/01/2027
	End of Standstill Period	(8 Working Days after the date above)
Contract	Contract Execution and Mobilisation	w/ c 08/02/2027
	Estimated Contract Start Date	01/03/2027
	Publication of Contract Details Notice	Within 30 days of the date on which the Contract is entered into.

10.0 Form of Contract

10.1 The Form of Contract that IOACC proposes to use is attached in Appendix 6. By returning a signed Form of Tender as part of your Tender Response, Bidders shall be deemed to have accepted all documents listed in Clause 10 – Form of Contract without further negotiation or amendments.

10.2 Bidders must familiarise themselves with the Contract and be certain that the terms are acceptable prior to submitting your Tender Response as no amendments to the Contract will be permitted at any stage, either before, on or after the deadline noted in clause 6.1. Refusal to enter into a Contract by the Successful Bidder may lead to the award of the contract being revoked due to failure to comply with the Tender Pack.

10.3 IOACC reserves the right to make changes to these documents where necessary so as to tailor the Form of Contract to the specific terms of this Procurement Process.

10.4 The resulting contract will consist of,

10.4.1 FORM OF CONTRACT

10.4.2 Appendix 1 – Specification

10.4.3 Successful Bidder's Tender Response

11.0 Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

11.1 The attention of Bidders is drawn to TUPE which apply to the transfer of undertakings and award of service contracts.

11.2 IOACC believes that TUPE is unlikely to apply to this Contract if the Contract is awarded to a Bidder other than the current service provider(s). However, it is the responsibility of the Bidder to consider whether TUPE applies and the consequences for them if they are the Successful Bidder.

11.3 Bidders should seek their own legal advice as to whether TUPE will apply and the financial implications for their submission.

12.0 Safeguarding and Modern Slavery

12.1 The Successful Bidder shall comply with all applicable safeguarding, employment and modern slavery legislation and with IOACC's Safeguarding Policy. All personnel involved in delivering the Contract must understand their responsibility to safeguard children and adults at risk and be trained to recognise and report any actual or suspected abuse, neglect, exploitation, modern slavery or human trafficking.

12.2 The Successful Bidder shall maintain appropriate policies, procedures, due diligence and training arrangements and take reasonable steps to prevent modern slavery, human trafficking and exploitation within its organisation and supply chains.

12.3 IOACC may, at any time during the Contract, require evidence of compliance with this clause. Failure to comply may be treated as a material breach of Contract.

13.0 Contract Modifications

13.1 IOACC reserves the right to modify the Contract in accordance with the Act.

14.0 Warnings and Disclaimers

14.1 While the information contained in this Tender Pack is believed to be correct at the time of issue, neither IOACC and its advisers, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion

or conclusion contained in or any omission from this Tender Pack and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of IOACC.

14.2 If a Bidder proposes to enter into a Contract with IOACC it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

14.3 Neither the issue of this Tender Pack, nor any of the information presented in it, should be regarded as a commitment or representation on the part of IOACC (or any other person) to enter into a contractual arrangement.

14.4 IOACC reserves the right to:

- cancel, amend, delay and not to award any Contract;
- accept or reject any and all Tender Responses;
- abandon the Procurement Process;
- issue changes, modifications or additional information (including to the Timetable) relating to the Procurement Process including to this Tender Pack;
- rewind or re-run any part of this Procurement Process on the same or an alternative basis.

IOACC will not be liable for any losses incurred by the Bidder under any circumstances save for any liabilities which cannot be excluded by law.

14.5 Bidders are expected to prepare their Tender Response in accordance with the Tender Pack instructions and the information detailed in the Specification at Appendix 1. IOACC will not be liable for any costs, expenses and liabilities which Bidders incur in connection with the preparation and submission of a Tender Response, howsoever those costs arise and including if the Procurement Process is terminated.

14.6 Bidders should note that any stated contract values or volumes provided are estimates and given for information and guidance only and IOACC shall not be bound by such estimates.

15.0 Warranties

15.1 In submitting a Tender and generally taking part in this Procurement Process, the Bidder warrants, represents and undertakes to IOACC that:

- it understands and has complied with the conditions set out in this Tender Pack;

- all information, representations and other matters of fact communicated (whether in writing or otherwise) to IOACC by the Bidder, its staff or agents in connection with or arising out of the procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the Tender Response;

- it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not reliance on any information, representation or assumption which may have been made by or on behalf of IOACC (with the exception of any information which is expressly warranted by IOACC); and

- it has full power and authority to submit a Tender Response and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to IOACC.

16.0 Right to Reject Tender Responses

16.1 IOACC reserves the right at its discretion to exclude any Tenders in the following circumstances:

16.1.1 a Tender is submitted late, is incomplete, or incorrectly completed, fails to meet IOACC's submission requirements as set out in the Tender Pack or in any other way contravenes the terms and conditions of the Tender Pack or associated documents;

16.1.2 where the pricing of a Tender Response is abnormally low, following IOACC notifying the Bidder in accordance with section 19 of the Act that it considers the price to be abnormally low and giving the Bidder a reasonable opportunity to demonstrate it will be able to perform the price offered, if the Bidder has not demonstrated to IOACC's satisfaction that it will be able to perform the contract for the price offered;

16.1.3 in accordance with section 26 of the Act, where the Bidder is an excluded supplier or excluded supplier by virtue of an associated person being an excluded supplier within the meaning of sections 57 and 58 of the Act; or

16.1.4 where the Bidder is on the Centralised Debarment List.

17.0 Conflict of Interest

17.1 Bidders are responsible for ensuring that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between the Bidder, its employees and advisers, and IOACC, its employees and advisers that may give the Bidder an unfair advantage. Bidders must notify IOACC immediately of any conflicts of interest whether they are potential, actual or perceived.

17.2 IOACC reserves the right to:

17.2.1 Exclude a Bidder that fails to notify the IOACC of a perceived, actual or potential conflict of interest, or where an actual conflict of interest exists that puts the Bidder at an unavoidable unfair advantage vis a vis other Bidders.

17.2.2 Exclude a Bidder that fails to take reasonably requested steps specified by IOACC to mitigate any conflict of interest, including entry into a conflict-of-interest agreement.

18.0 Confidentiality

18.1 All information supplied by IOACC to Bidders (including in this Tender Pack and all other documents relating to the Procurement Process) is the intellectual property of IOACC and is, except to the extent publicly available, Confidential Information. Therefore, this means that Bidders shall:

- not copy, reproduce, distribute or pass to any other person at any time (except to professional advisers, subcontractors for the sole purpose of preparing a Tender Response and those individuals undertake to keep the information confidential on the same terms as under this Invitation to Tender);
- not use the information for any purpose other than for the purposes of preparing and submitting (or deciding whether to prepare and submit) a Tender Response;
- ensure that all staff and professional advisers who are provided the information on a need-to-know basis are aware of the duties of confidentiality in this provision;
- upon request of IOACC, delete or return copies of information belonging to IOACC and retain no copy (one copy may be retained if such is required by law).

18.2 As a public body, IOACC is subject to the Freedom of Information Act 2000 (as amended from time to time) ("FOIA") and the Environmental Information Act 2004 (as amended from time to time) ("EIR"), as well as being subject to various public sector transparency

policies and legal requirement, including the placing of contract award notices on Sell2Wales.

18.3 Bidders should therefore be aware that information provided in connection with this Procurement Process, or in connection with any contract awarded, may be disclosed by IOACC, unless IOACC decides (in its absolute discretion) that one of the statutory exemptions under the FOIA, the EIR or section 94 of the Act applies. Requests for information and application of any exemptions shall be considered on a case-by-case basis. By taking part in this procurement, Bidders agree to such disclosure or publication by IOACC.

18.4 Bidders may designate any information supplied as part of their tender response or otherwise in connection with the procurement as confidential or commercially sensitive by clearly identifying it as such to IOACC in Appendix 5. Blanket protective markings to the whole document will not be sufficient. While designating material as confidential or commercially sensitive or equivalent does not guarantee non-disclosure, IOACC will consider this as part of any disclosure decision.

19.0 Anti Canvassing and collusion

19.1 Any attempt by Bidders or their advisers to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders may be disqualified (without prejudice to any criminal liability that such conduct may attract or civil remedies available to IOACC)if they directly or indirectly at any time:

19.1.1 Devise or amend the content of their Tender Response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.

19.1.2 Enter into any agreement or arrangement with any other person as to the form or content of any other Tender Response or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender Response.

19.1.3 Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender Response.

19.1.4 Canvass IOACC or any employees or agents of IOACC in relation to this Procurement Process.

19.1.5 Offer, promise or give any person working for or engaged by IOACC a financial or other advantage as an inducement or reward for any

improper performance of a function or activity relating to this procurement.

19.1.6 Do anything in relation to this procurement which would constitute an offence under the Bribery Act 2010 (as amended from time to time).

19.1.7 Attempt to obtain information from any of the employees or agents of IOACC or their advisers concerning another Bidder or Tender Response.

19.2 Bidders must complete and return Appendix 5 (Certificate of non-collusion and non-canvassing) with their Tender Response.

20.0 Publicity

20.1 No Bidder will undertake any publicity activities with any part of the media in relation to the Contract or the Procurement Process without the prior written agreement of IOACC, including agreement on the format and content of any publicity.