

## **Invitation To Tender**

### **Tender and Selection Questionnaire Information**

#### **Open Procedure**

For the Provision of Services Issued by

**North Cumbria Integrated Care NHS Foundation Trust**

Tender Reference Number: LGM36198

Find a Tender Reference: 2024/S 000-003552

Maintenance Contract

**Hygiene Waste Services**

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## **Glossary of Terms and Abbreviations**

The following expressions shall have the following meaning:

“Bid” shall mean your response to this ITT and any associated documents, including completed Appendices

“Bidder “or “you/your” shall mean the suppliers that have been invited to tender

“The Contract” shall mean the contract which is awarded to the Contractor following this tender

“The Contractor” shall mean the successful Bidder

“The Equipment” shall mean all devices and equipment to be maintained and repaired

“The ITT” shall mean this Invitation to Tender

“The Services” shall mean those set out in the Technical Specification

“The Client” shall mean North Cumbria Integrated Care NHS Foundation Trust

**You must read all documents related to this procurement.**

**You must complete all questions in the Invitation to Tender Response document. Any clarification questions should be submitted through the Lifecycle Tender Portal (OPTIMiSe) before 23/02/2024. The Client cannot guarantee they will be able to respond to a clarification question if it is received after this date. Please note an anonymised copy of the clarification questions together with the response will be sent to all potential Bidders. Lekka Light can also be contacted on [l.light@lifecycle.co.uk](mailto:l.light@lifecycle.co.uk).**

Your completed Invitation to Tender along with any requested supporting documentation must be submitted through OPTIMiSe by 2pm on 01/03/2024. The provisional timetable is detailed below:

Task	Date
Advert Posted	02/02/2024
Site visit date	19 <sup>th</sup> February – 9am
Clarification Period ends	23/02/2024
Deadline date and time for return of Invitation to Tender	01/03/2024 at 2pm
Start date of contract	01/05/2024

Due to exceptional circumstances, we reserve the right to extend the deadline for submission. This is at the discretion of the Client.

#### **Selection Questionnaire**

Complete all answers to questions in all sections.

#### **Contract Pricing**

Complete the accompanying Pricing Schedule.

#### **Service Delivery and Sustainability & Social Value Questions**

Complete all answers to questions in these sections.

## Introduction and Information

### Purpose of this document

This Invitation to Tender (“ITT”) invites tenders for the Hygiene waste collection, transfer, treatment and disposal. It is issued by North Cumbria Integrated Care Foundation NHS Trust (“the Client”) through its agent, Lifecycle Management Group Limited (“Lifecycle”), which is acting on the Client’s behalf in conducting this procurement exercise. A letter of authority from the Client is attached.

This ITT is issued to all suppliers that have expressed an interest following the publication of the Contract Notice, in connection with a competitive procurement conducted in accordance with the Open Procedure under the Public Contract Regulations 2015.

This ITT information document provides you with information about the procurement process and the evaluation and award criteria. You should complete all required documents.

Accompanying this ITT information document is the Technical Specification which sets out the Client’s requirements. If you are not able to meet the Technical Specification you will be excluded from this procurement process.

If something is missed when completing the Selection Questionnaire, and we believe it to be a genuine omission, we reserve the right to contact the Bidder for immediate response.

Under no circumstances is a supplier to contact the Client to discuss this specific tender. This will be seen as collusion, and you will be excluded from the process.

### Lots

This contract will be awarded in a single lot.

### Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, the Client may allow the supplier to self-certify there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence, the supplier can meet the specified requirements (such as the questions in the selection questionnaire relating to Technical and Professional Ability) the Client may only obtain such evidence after the final tender evaluation decision i.e., from the winning Supplier only.

### Site Visits

Site visits will take place at 9am on 19<sup>th</sup> of February at Whitehaven.

Please confirm if your attendance to Lifecycle should you wish to attend. You will be provided with further details regarding the place to report to.

**To ensure equal, transparent and fair treatment, please direct all questions to Lifecycle after your visits so all information can be shared with all Bidders involved in the process.**

## Instructions for return

You must complete and return all documents by the date stipulated. Failure to do so will result in your response not being assessed by the Client and being excluded from this process. Bids must be valid for at least 90 days.

All documents must be accessed via, and returned to, Lifecycle through Lifecycle's online tendering portal.

You will have received a verification email account from OPTIMiSe asking you to verify your email address and create a password. These will be your log in details.

Once you have logged into the system you will be taken to your home screen where you can access the documents for the current tender.

**LIFECYCLE**

Welcome Laura  
You are logged into OPTIMiSe

Home Log Out LO ?

### Tenders - Action Required

Ref.	Description	Organisation	Tender Close	Stage
LGM29431	Tender	TT1	26 Oct 19 14:00	ITT

[Click to view all tenders >>](#)

### Service Record Manager

Visits already logged [View](#)

Equipment Service History [View](#)

Contracted PPMs [View](#)

All Queries [View](#)

[Report a Maintenance Visit](#)

### OPTIMiSe Performance

[Click for User Guide](#)

#### Queries

Open Queries: 0 [View All](#)

Open queries requiring action: 0 [View All](#)

#### Service Visits

Scheduled PPM visit(s) marked as missed: 21 [View All](#)

Scheduled PPM visit(s) now due: 0 [View All](#)

You must ensure all visits are completed before the dates shown. A missed (or unreported) visit may incur a refund against contract costs.

[Cancel](#) [Submit Response](#) [Clarification](#)

Within the “Tenders – Action Required” box, click on the green box with the white arrow next to the relevant tender, this will take you through to the page with all the relevant documents. An example of a tender page is shown below:

## Invitation to Tender

### LGM29431: Tender

ITT Start Date: 01 Oct 19

ITT Close: 26 Oct 19 14:00

Contract Start Date: 09 Nov 19

Tender Last Updated:

#### ITT Documents

 xxx (Uploaded: 30 Sep 19 12:18)

#### Your ITT Submission

Click browse to find your document or click the red cross to remove a document. Repeat for multiple documents.

Select document to upload:

Browse...

Upload

Uploaded Documents:

No documents attached.

Cancel

Submit Response

Clarification

This screen will show the dates relevant to this procurement as well as all documents you need to complete your submission.

This is the portal you need to use to ask any clarification questions and upload your completed documents along with any supporting documents.

Click on each document and save them to your device for completion. All documents are version controlled. You must ensure you are using the latest version and upload any response against the latest version.

You must ensure you read and complete all documents thoroughly. When you have completed all documents, they must be uploaded to the portal together with any required attachments. To do this click the *Browse* button, find the document and click *Upload*.

When you have uploaded all documents and attachments, you must click *Submit Response* or *Amend Response*.

All necessary documents **must** be completed and uploaded, together with attachments, to the portal before the close date and time.

**NB:** Please note you can submit your response and then amend this later up until the close date of the opportunity. Please ensure you click "*Submit Response*" or "*Amend Response*" before logging off, if you do not, anything you have uploaded will be lost. You will be evaluated against the version you have submitted.

**If you do not receive an automated reply thanking you for your submission please contact Lifecycle immediately.**



**PLEASE do not send any supporting documents unless requested to do so. Only documents requested will be reviewed by the Client.**

Your documents cannot be accessed by the Client until the deadline for return has passed. Ensure you have answered all questions contained in the ITT response document and selection questionnaire, completed the Pricing Schedule, signed the declaration and upload together with any requested documents.

### **Evaluation Process**

On receipt of Bids, the Client will perform an evaluation of the Bids with a view to selecting a Contractor to perform the Services. Details of the evaluation process and scoring methodology are set out below.

### **Standstill Period**

The Client will exercise a standstill period in accordance with of the Public Contract Regulations 2015.

## Selection Criteria

This procurement process is being conducted in accordance with the Open Procedure. However, you need to meet a selection of minimum requirements (Selection Criteria) before the Client will score and evaluate your Bid. You are required to complete the Selection Questionnaire. If you do not meet one or more of the minimum requirements for each Selection Criteria, you will be excluded from this procurement process. If you pass all Selection Criteria, your Bid will be scored and evaluated.

### Methodology and Criteria

This section sets out the criteria the Client will use to evaluate your submission in the Selection Questionnaire.

You must pass all eligibility questions in the Selection Questionnaire (Part 2 – Sections 2 and 3).

Reference	Selection Criteria	Weightings
Part 2 – Section 2	Grounds for mandatory exclusion	Pass/Fail
Part 2 – Section 3	Mandatory and discretionary grounds relating to the payment of taxes and social security contributions	Pass/Fail
Part 2 – Section 4	Grounds for Discretionary Exclusion	Pass/Fail
Part 3 – Section 5	Economic and financial standing	Pass/Fail
Part 3 – Section 6	Technical and professional ability	Pass/Fail
Part 3 – Section 7.1	Insurance	Pass/Fail
Part 3 – Section 7.3	Health and Safety	Pass/Fail
Part 3 – Section 7.4	Tackling Modern Slavery in Supply Chains	Pass/Fail
Part 3 – Section 8.1	Financial Capacity	Pass/Fail
Part 3 – Section 8.2	Quality Assurance	Pass/Fail
Part 3 – Section 8.3	Disclosure and Barring Service	Pass/Fail
Part 3 -Section 8.4	Net Zero Commitment	Pass/Fail

### Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The SQ template includes a self-declaration, made by you (the potential supplier), that none of the grounds for exclusion apply<sup>1</sup>. If any of the grounds for exclusion do apply, there is an opportunity to explain any measures you have taken to demonstrate your reliability notwithstanding the existence of a ground for exclusion (we call this self-cleaning).

We require all the organisations that form part of your bidding group/consortium and each subcontractor that you are relying on to meet the selection criteria to provide a completed part 1 and part 2. This means that where you are joining a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Subcontractors that you rely on to meet the selection criteria, must also complete a self-declaration (although subcontractors that are not relied upon do not need to complete the self-declaration).

### **Supplier Selection Questions: Part 3**

The procurement documents will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group/consortium or you intend to use subcontractors, you should complete all of the selection questions on behalf of the group/consortium and/or any subcontractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to exclude you from the procurement process, including where an award decision has already been notified, and award to another supplier.

### **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## **Part 3: Selection Questions**

### **Section 5 – Economic and financial standing**

If requested please provide a copy of your audited accounts for the last two years.

If you are part of a group or consortium, please provide further details in the Selection Questionnaire Response, question 1.2.

If you are unable to provide two years audited accounts or one of the other alternative forms of financial status, you will be excluded from the procurement process.

### **Section 6 – Technical and professional ability**

In this section, the Client is assessing your relevant experience. Your answers will be scored as follows:

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<sup>1</sup> See Annex D for full list of exclusions

Evaluation	Description	Pass/Fail
Proven Ability	You have proven Technical and Professional Ability which demonstrates you would in principle be able to perform the Contract.	Pass
Limited Ability	You have limited Technical and Professional Ability to perform the Contract, but nevertheless you would in principle be able to perform the Contract.	Pass
No Ability	You have limited or no Technical and Professional Ability and would not in principle be able to perform the Contract.	Fail

When scoring this section, the Client may consider performance on previous contracts of a similar type for the Client over the past three years. The Client will not however take into its own positive experience on previous contracts, or positive experience of other Clients or public bodies, other than the examples and information provided by you.

You should not use any examples of contracts you hold with the Client.

### **Sections 7 & 8 – Additional Questions**

You are not required to provide supporting information for this section unless otherwise stated. If you self-certify you meet the requirements, you will be required to provide evidence if you are successful at contract award stage.

Please note if you are unable to provide sufficient evidence then you will be excluded from the Procurement process.

#### **8.1 - Financial Capacity**

This section is to determine whether you have the financial capacity and stability to perform the service.

Credit Score:

You are asked to provide your organisation's registration number so a Credit Report (from Company Searches Made Simple) can be obtained. If the Creditworthiness rating (for companies where accounts have been filed) or Risk rating (for new companies where no accounts have been filed) is less than 50 your financial accounts or equivalent information will be considered.

If the rating in the Report is more than 50 you will pass this section unless there is anything in the report to indicate you may not have the financial capacity to perform this contract. In this case the Client will evaluate your financial accounts or equivalent information.

If you do not have a registration number, for example you are a partnership, you should provide the last two years' audited accounts, or equivalent information as set out in the Financial Capacity questions in the Selection Questionnaire.

If the Client evaluates the financial accounts or equivalent information, they will be scored according to the table below. Evaluation will include consideration of the following: evidence of prior bankruptcy or a CVA, accounts being up to date, any qualification of the accounts by auditors, a general review of accounts, a review of profit and loss from previous years, a review of the balance sheet.

Accounts will be scored according to the table below:

Evaluation	Standard	Pass/Fail
No perceived risk	The Client has no grounds for concern in relation to your financial stability.	Pass
Unacceptable risk	Your financial instability is too great for the Client to accept.	Fail

## 8.2 - Quality Assurance

You are required to EITHER have ISO 9001 or an internal quality management system.

Evaluation	Standard	Score
Confident	The Client is confident you have a robust quality management system in place in place.	Pass
No confidence	The Client is not confident you have a robust quality management system in place in place.	Fail

If you are unable to demonstrate you have ISO9001 or a robust internal quality management system, you will be excluded from this process.

## 8.3 - Disclosure and Barring Service

You are required to ensure all potential staff or persons performing any part of the service contract have a standard disclosure from the Disclosure and Barring Service (DBS). The winning bidder at ITT stage may be required to provide the 12-digit reference number, full name and date of birth of all staff who will be performing the contract. The Client reserves the right to carry out a status check for these members of staff.

If you cannot confirm they have or will obtain a standard DBS or cannot provide a list of the DBS reference numbers, full names and date of birth details of staff who will be performing the contract you will be excluded from the procurement process.

## 8.4 – Net Zero Commitment

You are required to confirm your organisation is taking steps to reduce your greenhouse gas emissions over time and is publicly committed to achieving the NHS net zero target by 2045.

Evaluation	Standard	Score
Confident	The Client is confident in your net zero commitment.	Pass
No confidence	The Client is not confident in your net zero commitment.	Fail

## Award Criteria

### Scoring methodology

If you pass the Selection Criteria above, the Client will select the Most Economically Advantageous Tender (MEAT) by evaluating and scoring each section detailed below. Each criterion has been allocated a weighting and these weightings equal 100%:

	Description	Weighting %	Definition
A	Price	30	Total price.
B	Service Delivery	60	Evaluating your ability to perform the Contract.
C	Sustainability, Net Zero Healthcare and Social Value	10	Assessment of whether you can assist the Client in meeting these responsibilities.
D	References	N/A	This section will not be scored independently but may be used to verify scores given to Service Delivery and Spare Parts Availability sections.

Subject to references and any necessary clarifications, the Bidder with the highest overall score, once weightings have been applied will be selected as the Contractor.

#### A. Price criteria

The Contract will be awarded on a Fully Comprehensive basis.

The Bidder with the lowest cost will receive full marks for the price criterion. Other bidders' prices will be awarded marks by application of the following formula:

**(Lowest overall price/Overall price being evaluated) x price weighting = price score.**

For example, Bidder A submits a price of £1,000.00, Supplier B submits £1,250.00 and Supplier C submits £1,600.00, against a price weighting of 50%.

Supplier A will receive the full 50%, Supplier B receives 40%, and Supplier C receives 31.25%.

All bids will be scored in this manner.

#### B. Service Delivery

In submitting a Bid, you have committed to delivering the service in line with the accompanying Technical Specification. If you are unable to meet the Technical Specification you will be excluded from this procurement process.

Your responses to the questions detailed in the Bidder Response Document will be evaluated and scored as follows:

Some questions may be more critical than others. Some questions are pass/fail, some are weighted. You will be excluded from this procurement process if you fail any of the pass/fail questions below.

Some questions will be weighted between 1 and 5, with 5 being the highest significance and 1 being the lowest significance. Your responses will be scored between 0 and 4 as per the table below. If you score 0 for a question you will be excluded from the process.

If a question is weighted 5 (as it is considered the highest significance), and the Client is extremely confident with your response, they will score that question 4, resulting in a total score of 20 ( $5 \times 4 = 20$ ). If the question is weighted 5 and the Client is only partially confident with your response, the Client will score you 2, resulting in a total score of 10 ( $5 \times 2 = 10$ ).

The score given per question will then be added together for each section and a total score provided. For example, if there are 16 questions for service delivery and each question is weighted 5, a total of 320 marks will be available ( $16 \times 5 \times 4$ ).

All Bids will be scored proportionately in this manner using the following scoring scale to evaluate the answer given to each question. If you score maximum marks for all questions you will be allocated the maximum % weighting available. If you score half of the total marks available you will receive 50% of the weighting available. All scores will be converted in this manner.

#### Scoring Scale for Service Delivery Question B.1

Score	Standard
Pass	You have answered yes to this question with no variance to the Technical Specification.
Fail	You have answered no to this question or offered a variant bid.

#### Scoring Scale for Service Delivery Question B.2

Score	Standard
Pass	You have answered yes to this question and provided a sample exit strategy.
Fail	You have answered no to this question and / or not provided a sample exit strategy.

#### Scoring Scale for Service Delivery Question B.3

Score	Standard
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Pass	You have answered yes to this question and confirmed you will provide a copy of your Duty of Care on contract award.
Fail	You have confirmed you do not have a Duty of Care in place and will not provide a copy on contract award.

#### Scoring Scale for Service Delivery Questions B.4 – B.30

Score	Classification	Definition
0	No response (non-compliance)	You have not answered the question, or your response is non-compliant and does not give the client confidence you can perform the required service. You will be excluded from this procurement process.
1	Unsatisfactory response	<p>Substantially unacceptable submission which fails in several significant areas to answer the question.</p> <p>Little or no detail (and, where evidence is required or necessary, no evidence) has been provided to support and demonstrate you are able to provide the service required, or specifically show relevant ability, understanding, expertise, skills and/or resources.</p> <p>Would represent a very high risk for the Client.</p>
2	Partially acceptable response	<p>Weak submission which does not fully address the question.</p> <p>Response may be basic/minimal with little or no detail (and, where evidence is required or necessary, insufficient evidence) provided to support the submission and demonstrate you have the required capability and capacity to deliver the requirements of the Technical Specification.</p>
3	Satisfactory and acceptable response	<p>Submission largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some evidence is relevant) provided to support the submission.</p> <p>There are some minor reservations or weaknesses in the submission.</p>
4	Fully compliant response	Submission sets out a comprehensive and robust response which addresses and meets all requirements, with strong evidence provided to support the submission. It provides full confidence of your capability, expertise and capacity to deliver the requirements of the Technical Specification.

### C. Sustainability, Net Zero Healthcare and Social Value

Answers to the questions in the ITT will be scored in line with the following methodology:

#### Scoring Scale for Question C.1

Score	Standard
Pass	The Client is confident you will support them with regards to the waste hierarchy and the NHS zero to landfill requirement.
Fail	The Client is not confident you will support them with regards to the waste hierarchy and the NHS zero to landfill requirement time.

#### Scoring Scale for Questions C.2 – C.6

Evaluation	Standard	Score
Extremely confident	The response meets or exceeds the requirements	5
Confident	The response meets the requirements	3
Partially confident	The response falls short of meeting the expected requirements	1
No confidence	Your response fails to meet the requirements	Fail

### D. References

Bidders are asked to provide details of three references. The Client reserves the right to contact the references and ask questions relevant to this contract, to test your ability to meet the Technical Specification. References will not be scored as an independent section. The Client may use the references to verify draft scores given to your responses in the Service Delivery and Spare Parts Availability sections.

### E. Clarification Meeting

The Client reserves the right to ask you to attend a clarification meeting during the evaluation process. The Client may use the information provided by you to verify draft scores given to your responses.

## Conditions for Tendering and Contract Requirements

### Conditions for Tendering

1. This ITT is intended for the organisation to which it has been sent. Receipt of a Bid from your organisation will be deemed to have been “signed” by the individual named at the end of the Declaration.
2. Please answer all questions. Failure to do so may result in you being excluded from this tender process.
3. Questions should be answered in English.
4. If any of the questions do not apply to your organisation please mark them as N/A. If you do not know the answer, please mark as ‘Not Known’, but this may result in no score being awarded for that question, or exclusion from the process if it is a Pass/Fail question.
5. Except for answering the questions in the spaces provided, no alteration may be made in this document or the accompanying documents. If any alteration is made, or if the terms and conditions of the ITT are not fully complied with, your Bid may be rejected.
6. You must complete and return your submission by the date and time stipulated in this document.
7. You are required to complete and return the Declaration at the end of the ITT. The Declaration includes statements in relation to the Form of Bid, Collusive Tendering and Canvassing.
8. The Client reserves the right to disqualify you if you do not submit your Bid in a manner consistent with the provisions set out in the ITT.
9. In submitting a Bid, you will be deemed to have accepted all the provisions of the ITT including these conditions.
10. Bids must be submitted for the provision of the Services based on the Terms and Conditions of this ITT document.
11. An express waiver or variation of any of these Conditions made in writing by a Director or Head of Procurement for the Client shall bind the Client, otherwise, no other officer of the Client or Associate has the right to vary or waive any of these Conditions.
12. If any obvious mistakes come to the Client’s attention when evaluating your Bid, the Client may notify you and provide you with an opportunity to correct your error. This does not place any obligation on the Client to identify errors within your Bid.
13. The Client is not bound to accept the lowest or any Bid, nor will it be responsible for, or pay any expenses or losses which may be incurred by you in the preparation and completion of your Bid. If and when a tender is accepted, written notification will be sent to you.

14. By issuing this ITT the Client is not bound in any way to enter into any contractual or other arrangement with you or any other party.
15. The Client reserves the right to accept a Tender either in whole or in part and no one part of the offer is dependent on any other part unless you stipulate to the contrary.
16. During the Bid evaluation stage, the Client may request written clarification from you on your Bid. Any request for clarification on Bids shall be made in writing to the named person within this document. Your response will normally be required by email and within two business days of request.

Failure to respond adequately or within the deadline will be reflected in the evaluation of the Bid and may result in your exclusion from this procurement process.

The Client reserves the right to request a meeting with you during the ITT Bid evaluation stage to facilitate a rapid clarification of points raised.

17. The Client reserves the right to publish details of the contract which is awarded on Contracts Finder, including the name of the Contractor and total value of the contract.
18. Following the appointment of the Contractor, in the event the Contractor:
  - a) Makes a material alteration to the Bid which formed the basis of its selection.
  - b) Does not comply with the provisions of this ITT.
  - c) In the reasonable opinion of the Client fails to make satisfactory progress towards signature of the Contract.

And fails to remedy the situation to the reasonable satisfaction of the Client within a defined time period, the Client shall be entitled to de-select the Contractor. Under no circumstance will the Client, Lifecycle or any other agent be liable for any costs or expenses incurred by the Contractor due to, or arising from, such de-selection.

19. The information contained in this ITT and supporting documents and in any related written or oral communication are believed to be correct at the time of issue, but the Client will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Client. Information supplied to you by the Client, Lifecycle or any other agents is supplied to the Bidder only for general guidance in the preparation of his Bid. You MUST satisfy by your own investigations regarding the accuracy of any such information, and no responsibility is accepted by the Client, Lifecycle or any other agent for any loss or damage of whatever kind and howsoever caused arising from the use by you of any such information.
20. You will not be entitled to claim from the Client any cost or expenses you may incur in preparing your Bid irrespective of whether or not your Bid is successful. You must obtain at your own expense all information necessary for the preparation of your tender.

21. All information supplied by the Client, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers) unless the information is already in the public domain. All the information supplied by the Client, Lifecycle or any other agents in connection with this ITT shall be regarded as confidential to the Client and by submitting a tender you agree to be bound by the obligation to preserve the confidentiality of the documents.
22. By downloading or responding to any part of this tender you are confirming your compliance with the new General Data Protection Regulation (GDPR) and will treat any personally identifiable information received during the process in accordance with the GDPR.
23. The ITT and associated documents are and shall remain the property of the Client and must be returned on demand.
24. There must be no publicity by you regarding the Services or the future award of any Contract unless the Client has given express written consent to the relevant communication.
25. It is your responsibility to ensure any consortium member, sub-contractor or adviser abides by the terms set out in this ITT.
26. Any attempt by you or your appointed advisers to inappropriately influence the Contract award process in any way will result in your Bid being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Client concerning another tendering organisation may result in disqualification at the discretion of the Client.
27. The Client reserves the right to:
  - a) Cancel the selection and evaluation process at any stage.
  - b) Ask you to clarify your submission in writing and/or provide additional information.
  - c) Amend the terms and conditions of the tender process.
28. Where information or documentation submitted by you is, or appears to be incomplete or erroneous, or where specific documents are missing, the Client may request you to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency. This will be done according to Regulation 56.4 of the Public Contract Regulations 2015.
29. You should be aware that any contracts arising from this procurement process are subject to the NHS Conditions for the Provision of Services with Maintenance Schedule. A copy can be obtained from:

## **Sub-Contracting Arrangements**

If you propose to use one or more sub-contractors to deliver some or all the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model which includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the services each sub-contractor will be responsible for.

The Client recognises arrangements for sub-contracting may be subject to future change and may not be finalised until a later date. However, you should be aware that where information provided to the Client indicates sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect your ability to proceed with the procurement process or to provide the supplies and/or services required. You should notify the Client immediately of any change in the proposed sub-contractor arrangements. The Client reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

## **Consortium**

If you are completing the ITT Response Document as part of a proposed consortium, the following information must be provided:

- names of all consortium members.
- 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); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

The Client may require the consortium to assume a specific legal form if awarded the contract. This is deemed by the Client as being necessary for the satisfactory performance of the contract.

All members of each consortium will be required to complete all sections of the ITT.

If you are proposing to create a separate legal entity, such a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

The Client recognises arrangements in relation to a consortium bid may be subject to future change. You should therefore respond based on the arrangements as currently envisaged. You are reminded the Client must be immediately notified of any changes or proposed changes, in relation to the bidding model so a further assessment can be carried out by applying the selection criteria to the new information provided. The Client reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

## Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the FoIA) all information submitted to the Client may be disclosed in response to a request made pursuant to the FoIA.

In respect of any information submitted you consider commercially sensitive you should:

- Clearly identify such information as commercially sensitive
- Explain the potential implications of disclosure of such information and
- Provide an estimate of the period of time you believe such information will remain commercially sensitive

Where you identify information as commercially sensitive the Client will endeavour to maintain confidentiality. Where information is identified as commercially sensitive, the Client may be required to disclose such information in accordance with the FoIA. Accordingly, the Client cannot guarantee any information marked commercially sensitive will not be disclosed.

## Confidentiality

When providing details of contracts in the Reference section ITT (Technical and Professional Ability), you agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Client reserves the right to contact the named customer contacts in the References section regarding the contracts listed. The named customer contact does not owe the Client any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The Client confirms it will keep all information confidential and will not disclose to any third parties, other than to the Crown Commercial Service and/or contracting authorities defined by the Public Contract Regulations.