

Invitation to Tender
Information Document
Below Threshold Tender ITT

For the Provision of Maintenance Services Issued by –

Worcestershire Acute Hospitals NHS Trust

Tender Reference Number: 35829

Maintenance Contract

Authorising Engineer for Lifts

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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 Worcestershire Acute NHS Trust

You must read all documents related to this tender.

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 23/04/2024. The Client cannot guarantee they will be able to respond to a clarification question if it is received after this date. An anonymised copy of the clarification questions together with the response will be sent to all potential Bidders.

Your completed Invitation to Tender along with any requested supporting documentation must be submitted through OPTIMiSe by 2pm on 30/04/2024 The provisional timetable as detailed below:

Task	Date
Contracts Finder Advert Posted	02/04/2024
Site visit date	Week commencing 15 th April
Clarification Period ends	23/04/2024
Deadline date and time for return of Invitation to Tender	30/04/2024 at 2pm
Start date of contract	01/06/2024

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

Minimum Requirements

Complete all answers to questions in all sections.

Contract Pricing

Complete the accompanying Pricing Schedule.

Service Delivery and Spare Part Questions

Complete all answers to questions in these sections.

Introduction and Information

Purpose of this document

This Invitation to Tender ("ITT") invites tenders to provide the service of an Authorising Engineer for Lifts. It is issued by Worcestershire Acute Hospitals NHS Trust ("the Client") through its agent, Lifecycle Management Group Limited ("Lifecycle"), which is acting on the Client's behalf in conducting this tender 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 on Contracts Finder.

This ITT is **not** issued in accordance with any of the procedures under the Public Contracts Regulations 2015 and therefore none of the Regulations shall apply to this tender.

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

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 tender 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 tender process, the Client may allow the supplier to self-certify there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions 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 week commencing 15th April 2024.

It is recommended you attend the site visit. Please confirm your attendance to Lifecycle. You will be provided with further details regarding the time and place to report to.

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.



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.		


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 tender as well as all documents that 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 that 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 at a later date 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 a 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 until the deadline for return has passed. Ensure you have answered all questions contained in the ITT response document and selection questionnaire, completed and signed the declaration and upload 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 of 10 days.

Minimum Requirements

You need to meet a selection of minimum requirements before the Client will score and evaluate your Bid. If you do not meet one or more of the minimum requirements you will be excluded from this tender process. If you pass the minimum requirements your Bid will be scored and evaluated.

If you are a special purpose vehicle and not intending to be the main provider of the goods or services, the information requested should be provided for the principal intended provider of the goods or services.

Minimum Requirements:

Reference	Selection Criteria	Weightings
2	Grounds for mandatory exclusion	Pass/Fail
3	Grounds for discretionary exclusion	Pass/Fail
4	Economic and financial standing	Pass/Fail
5	Insurance	Pass/Fail
6	Technical and professional ability	Pass/Fail
7	Modern Slavery Act	Pass/Fail
8	Quality assurance	Pass/Fail
9	Business Continuity	Pass/Fail
10	Additional Costs Recording	Pass/Fail
11	Disclosure and Barring Service	Pass/Fail

2 & 3. Grounds for Mandatory or Discretionary Exclusion

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

The Client may exclude any Supplier which answers 'Yes' in any of the situations set out in Grounds for discretionary exclusion.

4. Economic and Financial Information

This section is to determine whether you have the financial capacity and stability to perform this particular Service. You will either pass or fail this section. If you fail this section, you will be excluded from this tender process.

You must 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 the 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 later in this document.

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

5. Insurance

You are required to have a number of insurances. If you do not have all of these, you will be excluded from the tender process.

Copies of certificates are not required at this stage. The Client may request the winning bidder to provide copies of these certificates on award of contract.

6. Technical and Professional Ability

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

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
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, you may consider performance on previous contracts of a similar type over the past three years. You can't consider your own positive experience on previous contracts, or positive experience of other Clients or public bodies, other than the examples and information provided by you.

7. Modern Slavery

You are required to provide information as requested under the Modern Slavery Act. If you answer 'Yes' to question 7.1, you must answer either 'Yes' or 'No' to 7.2. If you answer 'Yes' to 7.2 and do not provide the relevant 'URL' you will fail this section. If you answer 'No' and do not provide an adequate response, you will fail this section. If you answer N/A to question 7.1, you will automatically pass.

8. Quality Assurance

You are required to EITHER have ISO 9001 or an internal quality management system. If you are unable to demonstrate you have either an external accreditation or a robust internal quality management system you will be excluded from this process.

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

9. Business Continuity

You are required to self-certify you have and will maintain a detailed and current business continuity plan.

Evaluation	Standard	Score
Confident	The Client is confident that you have a robust plan in place.	Pass

No confidence	The Client has no confidence that you have a robust plan in place.	Fail
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If you are unable to provide the Client with confidence that you have a detailed and current business continuity plan you will be excluded from the tender process.

10. Additional costs – recording

You will be required to keep detailed records of any ad-hoc additional spend invoiced during the contract period. Records will need to include:

1. Number of hours including whether in or out of normal working hours
2. Details of Technician attending

You will be asked to provide confirmation you are able to record this during the contract period. If you are unable to provide confirmation you will be excluded from this tender process.

11. Disclosure and Barring Service

You are required to ensure that 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 that 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 tender process.

Award Criteria

Scoring methodology

If you pass the Minimum Requirements 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%	Assessment of the Client’s confidence that you will be able to fulfil the Technical Specification.
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.

The Bidder with the highest overall score once weightings have been applied, (subject to any clarifications and references, if obtaining) will be selected as the Contractor.

A. Price Criteria

The Contract will be awarded on a fixed price contract basis. Price will therefore be made up of the following two components:

Price component	Description
Fixed PPM Contract price	The annual price offered for the fixed PPM Contract.
Additional costs	The Client has created a scenario to include the number of hours anticipated during an average year for passenger release training and additional man hours for support services, this will be for evaluation purposes only. A total of additional costs will then be calculated, added to the main contract costs and used for evaluation purposes.

The Client will add your Fixed Contract price to your additional costs, to obtain a single price for the contract term. This is for evaluation purposes only; you should note this is not guaranteed business. The following scoring methodology will then be used:

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 tender 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 tender 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 this tender 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 x 4 = 20). If the question is weighted 5 and the Client is only partially confident with your response, they Client will score you 2, resulting in a total score of 10 (5 x 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 x 5 x 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	The Client is confident you have a comprehensive implementation plan in place to ensure the contract will commence on time.
Fail	The Client is not confident you have a comprehensive implementation plan in place to ensure the contract will commence on time.

Scoring Scale for Service Delivery Questions B.3 – B.8

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 tender 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	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. There are some minor reservations or weaknesses in the submission.
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.5

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

You 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 give a presentation or 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’, although you should understand that this may result in no score being awarded for that question or being excluded if the question is pass/fail.
5. With the exception of 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, the 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 Response Document. 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 mistake comes to the Client’s attention when evaluating your Bid and the exact nature of the error is clear, the Client may notify you and provide you 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 further participation in this tender process.

The Client reserves the right to request a meeting with individual Bidders during the ITT Bid evaluation stage to facilitate a 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 that 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. Any information supplied to you by the Client, Lifecycle or any other agents is supplied only for general guidance in the preparation of your Bid. You MUST satisfy by your own investigations with regard to 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 that you may incur in preparing your Bid irrespective of whether or not your Bid is successful. You must obtain for 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 that any consortium member, sub-contractor and 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. Require 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 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.

29. You should be aware that any contracts arising from this tender process are subject to the NHS Conditions for the Provision of Services with Maintenance Schedule. A copy can be obtained from:

[NHS Terms and Conditions with Maintenance Schedule Aug 2022.pdf](#)

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 tender 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 that 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 that 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 that 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.