**Appendix 1: Important Notices**

1. **Confidentiality**
	1. The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
		1. treat all Confidential Information as confidential;
		2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
		3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
		4. comply with the provisions of paragraph 4.1 below (which contains restrictions on publicity activity within any section of the media or similar).
	2. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
		1. this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
		2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
	3. The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bids documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
	4. The Procurement Process may also involve Bidders providing Bidder's Confidential Information to the Authority. The Authority reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the ITT process or after the Contract has been entered into.
	5. The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 11.1 below) and any other associated transparency duties.
2. **Conflicts**
	1. The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction prior to the delivery of a Bid. Failure to declare such conflicts (including new conflicts which may arise during the Procurement Process) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.
3. **Canvassing and non-collusion**
	1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who (or its directors or any other person who has powers of representation, decision or control of the Bidder), in connection with this ITT:
		1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
		2. does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
		3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
		4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
		5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
		6. contacts any officer of the Authority prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
		7. fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder (other than its own supply chain);
		8. enters into any agreement or arrangement with any other Bidder to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
		9. causes or induces any person to enter such agreement as is mentioned in either paragraph 3.1.7 or 3.1.8 or to inform the Bidder of the amount or approximate amount of any rival Bid;
		10. canvasses any person connected with this ITT who is not one of its own team;
		11. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid (or proposed Bid any act or omission;
		12. communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
		13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
		14. undertakes to unduly influence the decision-making process of the Authority; or
		15. undertakes to obtain confidential information that could confer upon an undue advantage in the award of the Contract.
	2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing as part of their Bid.
4. **Publicity**
	1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

1. **Liability of the Authority and its Advisers**
	1. In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
	2. The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:
		1. providing an application procedure for individuals or Organisations interested in submitting a Bid for the Procurement; and
		2. to assist persons interested in submitting a Bid for the Procurement in making their own evaluation of the potential opportunity.
	3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by the Authority to Bidders.
	4. The Authority and its Advisers:
		1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
		2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
	5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
	6. The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
	7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.
2. **Provision of further information from Bidders prior to making a Bid**
	1. The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder, if necessary, as a result of that process.
3. **Procurement Process and costs**
	1. The Authority reserves the right at any time:
		1. to require a Bidder to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
		2. to amend the terms and conditions of the Procurement Process;
		3. not to consider Bids other than those specified;
		4. to issue amendments or modifications to the ITT;
		5. to alter the timetable to contract award;
		6. to cancel or withdraw from the Procurement Process at any stage; and
		7. not to award a contract.
	2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.
4. **Rejection of Bids**
	1. The Authority may reject or disqualify a Bidder at any time during the Procurement Process where a Bid is submitted late.
	2. The Authority reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
		1. a Bid is completed incorrectly, is materially incomplete or fails to meet the Authority's submission requirements which have been notified to the relevant Bidder;
		2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
		3. the Bidder are guilty of material misrepresentation in relation to its Bid and/or the Procurement Process;
		4. the Bidder contravenes any of the terms and conditions of this ITT;
		5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
		6. Bids or offers by Bidders are made subject to additional or alternative conditions.
	3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre contract award. In the event of such an eventuality post contract award, the Authority reserves the right to terminate the Contract.
	4. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
	5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
		1. establishing whether the Bidder meets (or continues to meet) the relevant criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
		2. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
	6. Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).
5. **Sub-contracting arrangements**
	1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix must be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
	2. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.
6. **Acceptance of Bids**
	1. Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
	2. The Contract shall be in the form set out in **Appendix 3** and subject to the Authority’s Standard Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail.
	3. Prior to the Contract being entered into, Bidders will be required to hold firm the prices submitted in their Bid for 180 days and no increase will be accepted prior to the Contract being entered into.

* 1. The prices quoted in the Supplier’s Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
	2. Contract terms **will not** be subject to negotiation.
1. **Freedom of Information Act 2000 and Environmental Information Regulations 2004**
	1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
	2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
	3. If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
	4. Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.
2. **Intellectual Property**
	1. This ITT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
	2. All documentation supplied by the Authority in relation to this ITT (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.
3. **Guidance on the London Living Wage**
	1. Payment of the London Living Wage (LLW) to staff as a minimum is Council Policy for its directly employed staff and the extended workforce for the Authority’s contracted services.
	2. Where the contract cost is increased as a result of any annual LLW uplift, the Authority does not expect profit or administration overheads to be included within any supplement it may pay. Any extra costs associated with payment of the LLW may however include additional employers’ National Insurance and Pensions contribution.
	3. The Authority accepts that LLW costs may also include maintenance of wage differentials for supervisors or staff that may already earn wage rates above the LLW. However, we do not expect to see all wages uplifted by the maximum amount of LLW uplift that may be applied to any individual employee. Your approach to calculating wage differentials based on the LLW should be made clear in your submission and should be as cost effective as possible.
	4. All current costs should be calculated using the rate of LLW as published by the Living Wage Foundation <https://www.livingwage.org.uk/what-real-living-wage>.
4. **Guidance on Tackling Modern Day Slavery**
	1. The Authority is committed to taking a stand against Modern Slavery and Human Trafficking in its entirety. Please see our Modern Slavery strategy and statement for further information: <https://hackney.gov.uk/modern-day-slavery>.
	2. We actively seek to understand the various interactions within our supply chain to specifically identify risks relating to modern slavery, with a view to putting in place mitigating actions, working closely with our partners and contractors.
	3. We require our contractors to comply with the Modern Slavery Act 2015 wherever it applies. Assurances will be requested as part of the suitability assessment where relevant.
	4. The Authority would emphasise that contracted staff are free to join a trade union and must not be treated unfairly for belonging to one.
	5. We require our contractors to adopt a whistleblowing policy which enables staff to blow the whistle on any suspected examples of modern slavery. Assurances may be sought as part of the procurement or contract management process.