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1. Introduction

1.1 These Terms of Participation should be read in conjunction with the Invitation to Tender.

1.2 These Terms of Participation set out the conditions of participation in this Procurement, including:

1.2.1 rules in relation to the conduct of Potential Suppliers; and

1.2.2 specific rights of the Authority and limits to the Authority's liability, which apply throughout this Procurement.

2. Interpretation

2.1 Except where specified or the context requires, capitalised expressions in these Terms of Participation shall have the meaning given to them in the Glossary. In these Terms of Participation any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

2.2 This ITT and its attachments supersedes any earlier versions of the Procurement documentation issued by the Authority, and any earlier statements made by the Authority and/or the Department relating to this Procurement. Potential Suppliers must ensure that they respond to this ITT.

3. Conduct - General

3.1 The Potential Supplier shall comply with these Terms of Participation and any instructions given in the Invitation to Tender.

3.2 An obligation on the Potential Supplier to do, or to refrain from doing, any act or thing under the Invitation to Tender including these Terms of Participation shall include an obligation upon the Potential Supplier to procure that all its directors, office holders, staff, members of its Group of Economic Operators (if it acts as Lead Supplier), companies within its Group, Sub-Contractors, advisers or agents involved or connected with this Procurement also do, or refrain from doing, such act or thing.

4. Conduct - Specific Obligations

4.1 By participating in this Procurement, the Potential Supplier warrants (without limitation to any other warranties in these Terms of Participation or elsewhere in the Invitation to Tender) that:

4.1.1 it has made sufficient enquiries and has received sufficient information from the Authority (including information provided in the e-Sourcing Portal) to fully understand the requirements of this Procurement and agree to provide the Services in accordance with the Contract;

4.1.2 in furtherance of the obligation under paragraph 3.2, it has supplied a copy of the Invitation to Tender including the Terms of Participation to all members of its Group of Economic Operators (if bidding as a Lead Supplier) and/or Sub-Contractors (if it has named any Sub-Contractors in its Tender) and/or relevant members of its Group (if it belongs to a Group);

4.1.3 it has all the requisite corporate authority to sign all documentation included or connected to the Procurement requiring signature;

4.1.4 all the information contained in its SQ Response and Tender (including any attachments) and any other information submitted by it to the Authority is accurate and true and the Potential Supplier undertakes to notify the Authority of any changes as soon as practicable; and

4.1.5 it has complied with all the requirements set out in the Invitation to Tender, including these Terms of Participation.

4.2 Contact during this Procurement

4.2.1 The Potential Supplier must not directly or indirectly canvass any Minister, officer, public sector employee, member or agent regarding this Procurement or attempt to obtain any information from the same regarding this Procurement (except where and as permitted by the Invitation to Tender). Any attempt by the Potential Supplier to do so may result in the Potential Supplier's disqualification from this Procurement.

4.2.2 The Potential Supplier should not contact any Provider in relation to this Procurement without the prior written consent of the Authority, where such contact shall or may disclose confidential information relating to this Procurement to one or more Providers. The Potential Supplier must comply with the confidentiality provisions set out in paragraph 12 at all times.

4.3 Non-solicitation of staff

4.3.1 The Potential Supplier agrees that it will not canvass or solicit any member of staff of the Authority or the Department (or their advisors or any other persons employed or engaged by them) for the purpose of offering that person employment or any other form of remuneration in connection with this Procurement. This agreement will be enforced for as long as the Potential Supplier remains a party to this Procurement and for a period of six months after any Contract award to the Potential Supplier.

4.4 Involvement in multiple tenders

4.4.1 If a Potential Supplier, Sub-Contractor or member of a Group of Economic Operators is connected with the submission of multiple Tenders for the Contract, including (without limit) where:

4.4.1.1 such entity submits a Tender in its own name and as a Sub-Contractor and/or a member of a Group of Economic Operators connected with a separate tender; or

4.4.1.2 such entity submits a Tender in its own name which is similar to a separate tender from another Potential Supplier within its Group,

then the Authority retains the right to make further enquiries regarding each Tender to satisfy itself that such involvement does not cause any potential or actual Conflicts of Interest, supplier capacity problems, restrictions or distortions in competition between Potential Suppliers in this Procurement and/or among Potential Suppliers who are competing for the award of a

Contract, and does not have the practical impact of circumventing the underlying commercial intent of any Lot award restrictions imposed on Potential Suppliers as part of this Procurement. The Authority, at its discretion, may require the Potential Supplier to demonstrate how it has measures in place to effectively address and remedy any potential Conflict of Interest, or to amend or withdraw all or part of its Tender if, in the Authority's reasonable opinion and at its sole discretion, any of the above issues have arisen or may arise.

4.4.2 Whilst, subject to the conditions in paragraph 4.4.1, a Potential Supplier, Sub-Contractor or member of a Group of Economic Operators may be connected with the submission of multiple Tenders for the same Contract; a Potential Supplier, Sub-Contractor, member of a Group of Economic Operators or a Lead Supplier on behalf of a Group of Economic Operators may only submit one Tender as that entity in its own right and name. An illustration of this is set out in paragraph 4.4.3 and the table below.

4.4.3 **Illustration:** Subject to satisfying the conditions in paragraph 4.4.1, Potential Supplier A wishes to submit a Tender for the Technical Qualification for two different Contracts (i.e. two Pathways). For Contract / Pathway 1, Potential Supplier A wishes to submit a Tender in its own right (and name) but is also connected (as a member of a Group of Economic Operators) to a Tender for Contract 1 which is to be submitted by a Lead Supplier on behalf of Group of Economic Operators B. To maximise its chances Potential Supplier A is also wondering about submitting a second Tender for Contract 1 in its own right and name. For Contract / Pathway 2, Potential Supplier A is not intending to submit a Tender for Contract 2 in its own right and name but is connected (as a member of a Group of Economic Operators) to two other Tenders for Contract 2 which are being submitted by Lead Suppliers on behalf of Group of Economic Operators B and C respectively.

Identity of tenderer	**Contract 1**	**Contract 2**
Potential Supplier A (tendering in its own right and name)	May only submit one Tender in this capacity. Submission of a second Tender in its own right and name is NOT permitted.	Does not wish to Tender
Lead Supplier on behalf of Group of Economic Operators B (Potential Supplier A is a member of this)	May submit no more than one Tender in this capacity	May submit no more than one Tender in this capacity
Lead Supplier on behalf of Group of Economic Operators C (Potential Supplier A is a member of this)	Does not wish to Tender	May submit no more than one Tender in this capacity

4.4.4 If paragraph 4.4.2 is breached the Potential Supplier shall be required to withdraw all but one of the Tenders submitted in its own right and name. Failure to do so as requested, or failure to do so within the time specified by the Authority, may result in the rejection of all Tenders submitted by the Potential Supplier in its own right and name and exclusion of the Potential Supplier from further participation in this Procurement.

4.5 Collusive Behaviour

4.5.1 A Potential Supplier must not:

4.5.1.1 fix or adjust any element of its Tender by agreement or arrangement with any other person, except where, but subject always to paragraph 4.4, such prohibited acts are undertaken with persons who are also participants in the Potential Supplier's Tender, such as members of its Group of Economic Operators (if it acts as a Lead Supplier), companies within its Group or Sub-Contractors, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of its Tender or obtain any necessary security;

4.5.1.2 communicate with any person other than the Authority the value, price or rates set out in its Tender or information which would enable the precise or approximate value, price or rates to be

calculated by any other person, except where such communication is undertaken with persons who are also participants in the Potential Supplier's Tender, such as members of its Group of Economic Operators (if it acts as a Lead Supplier), companies within its Group or Sub-Contractors, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of its Tender or obtain any necessary security;

4.5.1.3 enter into any agreement or arrangement with any other person, so that it, or that other person, refrains from submitting a Tender;

4.5.1.4 share, permit or disclose to another person, access to any information relating to its SQ Response or Tender (or another tender to which it is party);

4.5.1.5 offer or agree to pay or give or do pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its SQ Response or Tender, any other tender or proposed tender, any act or omission; or

4.5.1.6 obtain, or attempt to obtain, information about any other person's bid or proposed bid in this Procurement.

4.5.2 If a Potential Supplier breaches paragraph 4.5.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) exclude the Potential Supplier from further participation in this Procurement.

4.5.3 The Authority may require a Potential Supplier to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

5. Response Requirements

5.1 SQ Responses shall comprise the documents set out in paragraph 15.2 of the ITT. Tender responses shall comprise the documents set out in paragraph 15.3 of the ITT.

5.2 A fully compliant SQ Response and Tender must adhere to the following instructions:

5.2.1 it must be submitted in the English (UK) language;

5.2.2 each page of the SQ Response or Tender submission must be an A4-size page, with no typeface smaller than Arial size 12 font, and all line spacing must be 1.0 or more;

5.2.3 all questions must be answered accurately and as fully as possible, within any character limits specified. Responses should be clear and, where possible, concise. The Authority will disregard any part of a response to a

question which exceeds the specified character limit (i.e. the excess will be disregarded, but not the whole response);

5.2.4 the Potential Supplier must submit its SQ Response and Tender response in an editable format: non-editable documents will not be accepted;

5.2.5 attachments should only be submitted where specifically requested by the Authority. The content of any such attachments will not count towards any applicable character limits;

5.2.6 save as expressly provided in the relevant question, questions should not be answered by cross referring to other answers or to other materials (e.g. annual company reports located on a web site), and each question answered must be complete in its own right;

5.2.7 it must meet the stated requirements as to format, structure, instructions and supporting documentation required for each element of the SQ Response and Tender response. Use of diagrams is permitted where relevant but diagrams are included within any applicable character limit unless they form part of permitted attachments. Annexes, attachments and supporting materials, other than those specifically requested, will not be considered as part of the evaluation process and, if provided, will be ignored; and

5.2.8 documents must not be embedded within other documents. Instead, Potential Suppliers should provide separate electronic copies of any submitted documents, clearly labelled and referenced if necessary.

5.3 It is the Potential Supplier's responsibility to:

5.3.1 ensure that fully compliant SQ Response and Tender responses are submitted. Variant Tenders are not permitted and may be rejected;

5.3.2 ensure that the latest versions of the relevant documents and Attachments made available within the e-Sourcing Portal are used; and

5.3.3 allow plenty of time for the entering of SQ Responses and Tender responses into and uploading requested attachments to the e-Sourcing Portal.

5.4 SQ Responses must be received by the Authority before the SQ Submission Deadline and Tender responses must be received by the Authority before the Tender Submission Deadline (in each case as any such deadlines may be updated by the Authority through the e-Sourcing Portal). Potential Suppliers should note that SQ Responses received on or after the SQ Submission Deadline and Tenders received on or after the Tender Submission Deadline will be considered irregular and may be excluded from this Procurement.

5.5 Potential Suppliers may only modify and resubmit their SQ Response or Tender response at any time prior to the relevant deadline. Potential Suppliers wishing to submit a new or modified SQ Response or Tender response after uploading it on the e-Sourcing Portal, but prior to the SQ Submission Deadline or Tender Submission Deadline as applicable, should contact the Authority via the e-Sourcing Portal to advise that a replacement SQ Response or Tender response is being submitted. The Potential Supplier will then be advised of the process for re-submission.

5.6 Potential Suppliers may withdraw from this Procurement at any stage by choosing not to submit any SQ Response or Tender response. In that case, Potential Suppliers should inform the Authority via the e-Sourcing Portal as soon as they have made their decision that they no longer wish to proceed with this Procurement.

6. Right To Verify Information

6.1 The Authority may contact (or may require the Potential Supplier to contact on its behalf) any of the Potential Supplier's customers, members of its Group of Economic Operators (if it acts as Lead Supplier), Sub-Contractors or other third parties to whom information relates in the Potential Supplier's SQ Response or Tender, to ask that they testify that such information is accurate and true.

6.2 The Authority reserves the right to seek third party independent advice or assistance to validate information submitted by a Potential Supplier and/or to assist in the SQ Response or Tender evaluation process.

6.3 The Authority may require the Potential Supplier to clarify aspects of its SQ Response or Tender in writing and/or provide additional information. Failure to respond adequately within the timeframe requested by the Authority may result in the rejection of the Potential Supplier's SQ Response or Tender and its elimination from further participation in all or part of this Procurement.

6.4 If the Authority considers that any pricing proposed by a Potential Supplier as part of any Tender is abnormally low or is inconsistently priced (as described in paragraph 10.4 of the Evaluation Guidance), the Authority may follow the process described in paragraph 10 of the Evaluation Guidance.

7. Right To Cancel Or Vary This Procurement

7.1 The Authority reserves the right, subject to any applicable rules set out in the Regulations, to:

7.1.1 change the basis of or the procedures for this Procurement (or any aspect of it) at any time;

7.1.2 amend, clarify, add to or withdraw all or any part of the Invitation to Tender at any time during this Procurement, including varying any timetable or deadlines set out in the Invitation to Tender;

7.1.3 cancel all or part of this Procurement at any stage at any time, for any reason; and

7.1.4 not award a contract for some or all of the Services for which Tenders are invited, for any reason.

7.2 Potential Suppliers accept and acknowledge that the Authority is not bound to accept any Tender or obliged to award any contract to any Potential Supplier.

8. Right To Exclude

8.1 The Authority may exclude a Potential Supplier's SQ Response or Tender from this Procurement if the Potential Supplier fails to provide to the Authority:

8.1.1 any information requested;

8.1.2 a full and satisfactory response to any question or information request;

8.1.3 an SQ Response or Tender, or response to the Authority's queries, within any specified timescales; and/or

8.1.4 any documentation referred to in its SQ Response or Tender.

8.2 The Authority may exclude a Potential Supplier from this Procurement at any stage, if the Potential Supplier:

8.2.1 fails to comply fully with the requirements of this Procurement as set out in the Invitation to Tender;

8.2.2 has breached these Terms of Participation; or

8.2.3 has committed a wilful omission or misrepresentation in its SQ Response or Tender.

8.3 If the Authority has the right to exclude a Potential Supplier under these Terms of Participation or the Invitation to Tender it may (in its sole discretion):

8.3.1 exclude the affected SQ Response or Tender but allow the Potential Supplier to participate as member of a Group of Economic Operators or Sub-Contractor in another SQ Response or Tender; or

8.3.2 completely exclude the Potential Supplier from any involvement in this Procurement in its own name, or as member of a Group of Economic Operators or Sub-Contractor in another SQ Response or Tender.

8.4 The Authority may exclude a Potential Supplier from participation in this Procurement where there is a change in identity, control, financial standing or other factor impacting on the selection and/or award process, which would affect or would have affected the Authority's evaluation of the Potential Supplier's SQ Response or Tender. This change or other factor may apply to a single-entity Potential Supplier or any member of a Group of Economic Operators and/any Sub-Contractor.

8.5 The Authority may exclude a Potential Supplier from participation in this Procurement where the Potential Supplier (or, where applicable, any member of its Group of Economic Operators or Sub-Contractors) has a Conflict of Interest which the Potential Supplier is unable to address to the satisfaction of the Authority.

8.6 Participation by the Potential Supplier in routine pre-market engagement carried out by the Authority would not of itself constitute a Conflict of Interest for the Potential Supplier.

8.7 The mere fact that a Potential Supplier's Staff member is, or has been, a member of the T Level Panel does not constitute a *de facto* Conflict of Interest and may not of itself preclude the Potential Supplier in question from taking part in this Procurement as a bidder.

8.8 If a Potential Supplier's Staff member is, or has been, a member of a Route Panel, this is likely to constitute a Conflict of Interest and this should be notified to the Authority.

8.9 It will be presumed, in the case of Potential Suppliers whose Staff member(s) have held a position on a T Level Panel, that no Conflict of Interest exists in respect of the Potential Supplier's ability to bid for the Contract unless the Authority identifies a conflict of such a nature that excluding the Potential Supplier in question is the only way to ensure compliance with the duty to treat all economic operators equally.

8.10 Where a Conflict of Interest is identified in relation to a T Level Panel or Route Panel, exclusion of the Potential Supplier from this Procurement would only take place after the Potential Supplier had been provided with the opportunity to prove that its Staff member's role as a T Level Panel and/or Route Panel member as applicable was not capable of distorting competition (taking into account any steps taken by the Potential Supplier to mitigate / eliminate the risk), and had not been able so to prove.

9. Status Of The Invitation To Tender

9.1 No information contained in the Invitation to Tender or in any communication made between the Authority and a Potential Supplier in connection with this Procurement shall be relied upon as constituting any agreement or representation that any contract shall be entered into in accordance with the Potential Supplier's Tender or at all.

9.2 The Authority shall not be committed to any course of action as a result of:

9.2.1 issuing the Invitation to Tender relating to this Procurement;

9.2.2 any communications with Potential Suppliers or their representatives, agents or advisers in respect of this Procurement; and/or

9.2.3 any communications between Potential Suppliers, the Authority and any other party (whether directly or through their agents or representatives) in respect of this Procurement.

9.3 The Invitation to Tender has been prepared in good faith but does not purport to be a comprehensive statement of all matters relevant to this Procurement nor has it been independently verified. Neither the Authority, the Department nor their advisers, directors, officers, members, employees or other staff or agents:

9.3.1 accept any liability or responsibility for the adequacy, accuracy or completeness of the Invitation to Tender or any constituent element of it (including, for the avoidance of doubt, any document or information forming part of the e-Sourcing Portal from time to time); or

9.3.2 make any representation or warranty, express or implied, with respect to the information which the Invitation to Tender or any constituent element of it (including, for the avoidance of doubt, any document or information forming part of the e-Sourcing Portal from time to time) contains nor shall any of them be liable for any loss or damage arising as a result of reliance on any such information or any subsequent communication.

9.4 The Potential Supplier shall form its own conclusions and make its own independent assessment of the requirements of the terms and conditions of the Contract and should seek its own financial and legal advice about the methods and resources needed to meet the Authority's requirements.

9.5 The Authority does not accept responsibility for Potential Suppliers' assessment of the requirements of this Procurement.

9.6 The Potential Supplier is responsible at its own expense, for obtaining all information required in order for it to prepare its SQ Response and Tender.

9.7 Any exclusions of liability on the part of the Authority in this paragraph 9 do not apply to the extent of any deceit or fraudulent misrepresentation made by or on behalf of the Authority.

10. Awarding The Contract

10.1 The Potential Supplier undertakes that, in the event of a Potential Supplier's Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Potential Supplier, the Potential Supplier shall execute the Contract as amended to accommodate aspects of the Tender within five (5) calendar days, (or such other period of time as determined by the Authority at its sole discretion) of being called upon to do so by the Authority.

11. Costs

11.1 The Authority will not reimburse any costs incurred by a Potential Supplier (including the costs or expenses of any members of its Group of Economic Operators (if acting as a Lead Supplier), Sub-Contractors or advisors) in connection with the preparation and/or submission of the Potential Supplier's SQ Response and Tender, including (without limitation) where:

11.1.1 this Procurement, any Lot, or any part of it is cancelled, shortened or delayed for any reason (including, without limitation, where such action is necessary due to non-compliance or potential non-compliance with the law, including the Regulations);

11.1.2 all or any part of the Invitation to Tender is at any time amended, clarified, added to or withdrawn for any reason;

11.1.3 a contract is not awarded in respect of some or all of the Services for which tenders are invited; or

11.1.4 the Potential Supplier and/or its SQ Response or Tender is disqualified from participation in this Procurement for any reason, including breach of these Terms of Participation.

12. Confidentiality

12.1 Subject to the exceptions referred to in paragraph 12.2 the contents of the Invitation to Tender are being made available by the Authority on the condition that the Potential Supplier:

12.1.1 treats the Invitation to Tender (the "**Information**") as confidential at all times, unless the Information is already in the public domain;

12.1.2 does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised in accordance with paragraph 13 (Freedom of Information) or paragraph 14 (Transparency);

12.1.3 only uses the Information for the purposes of preparing an SQ Response or Tender (or deciding whether to respond to the Invitation to Tender); and

12.1.4 does not undertake any promotional or similar activity related to this Procurement within any section of the media during this Procurement.

12.2 A Potential Supplier may disclose, distribute or pass any of the Information to its members of its Group of Economic Operators (if acting as a Lead Supplier), Sub-Contractors, advisers or to any other person provided that:

12.2.1 this is done for the sole purpose of enabling the Potential Supplier to submit its SQ Response and Tender and the person receiving the Information undertakes in writing (such written undertaking to be made available to the Authority on the Authority's request) to keep the Information confidential on the same terms as those imposed by these Terms of Participation; or

12.2.2 it obtains the Authority’s prior written consent in relation to such disclosure, distribution or passing of Information; or

12.2.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this Procurement; or

12.2.4 the Potential Supplier is legally required to make such a disclosure; or

12.2.5 the Information has been published in accordance with paragraphs 13 (Freedom of Information) and 14 (Transparency).

12.3 The Authority may disclose information submitted by Potential Suppliers during this Procurement to its officers, employees, agents or advisers, the Department (including ESFA), relevant Ministers, Ofqual or other government departments or agencies who are stakeholders in this Procurement.

12.4 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross Government role delivering overall Government Policy on public procurement (including ensuring value for money and related aspects of good procurement practice).

12.5 For these purposes, the Authority may disclose within HM Government any of the Potential Supplier's documentation or information (including any that the Potential Supplier considers to be confidential or commercially sensitive such as specific

information in its SQ Response or Tender) submitted by the Potential Supplier to the Authority during this Procurement. Potential Suppliers taking part in this competition consent to such disclosure by participating in this Procurement.

13. Freedom Of Information

13.1 In accordance with the obligations and duties placed upon public authorities by the FoIA and the EIR and in accordance with any government code of practice on the discharge of public authorities' functions under the FoIA, all information submitted to the Authority may be disclosed under a request for information made pursuant to the FoIA and the EIR.

13.2 A Potential Supplier should note that the information disclosed pursuant to a FoIA or EIR request may include, but is not limited to, the disclosure of its SQ Response and Tender (including any attachments or associated documents) and/or any score or details of the evaluation of its SQ Response and Tender.

13.3 If the Potential Supplier considers any part of its SQ Response or Tender or any other information it submits to be confidential or commercially sensitive, the Potential Supplier should, using Attachment 9 to this ITT:

13.3.1 clearly identify such information as confidential or commercially sensitive;

13.3.2 explain the potential implications of disclosure of such information taking into account and specifically addressing the public interest test as set out in the FoIA; and

13.3.3 provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.

13.4 If the Potential Supplier identifies that part of its SQ Response or Tender or other information it submits is confidential or commercially sensitive, the Authority in its sole discretion will consider whether or not to withhold such information from publication. Potential Suppliers should note that, even where information is identified as confidential or commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the EIR.

13.5 The Authority is required to form an independent judgement of whether the Potential Supplier's information referred to in paragraph 13.4 is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. The Authority cannot guarantee that any information indicated as being confidential or commercially sensitive by the Potential Supplier will be withheld from publication.

13.6 If the Potential Supplier receives a request for information under the FoIA or the EIR during and in relation to this Procurement, it should be immediately referred to the Authority.

14. Transparency

14.1 In accordance with the Government's policy on transparency, the Authority reserves the right to make all or part of the Information (which, for the avoidance of doubt, includes the Contract) publicly available (subject to any redactions made at the

discretion of the Authority by considering and applying relevant exemptions under the FoIA).

14.2 An SQ Response and Tender is likely to be published unless such disclosure is not required in accordance with paragraphs 12 or 13.

14.3 Potential Suppliers should note that the terms of the Contract will permit the Authority to publish the full text of such Contract awarded with the Potential Supplier after considering (at the Authority's sole discretion respectively) any representations made by the Potential Supplier regarding the application of any relevant FoIA or EIR exemptions.

14.4 The Potential Supplier acknowledges and agrees that information contained within its SQ Response and Tender may be incorporated by the Authority into any Contract awarded to the Potential Supplier and as a result, it may be published in accordance with this paragraph 14.

15. Data Protection

15.1 The Authority will collect, hold and use personal data (as defined in the Data Protection Legislation) obtained from and about the Potential Supplier including any members of the Group of Economic Operators and their staff during the course of the Procurement ("**Personal Data**"). The Potential Supplier agrees to such Personal Data being collected, held and used in accordance with and for the purpose of administering this Procurement and for contract management of any contract subsequently awarded.

15.2 The Potential Supplier warrants, on a continuing basis, that it has:

15.2.1 all requisite authority and has obtained and will maintain all necessary consent required under the Data Protection Legislation (as defined in the Contract); and

15.2.2 otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the Authority the Personal Data, and allow the Authority to carry out this Procurement.

15.3 The Potential Supplier shall immediately notify the Authority if any of the consents referred to in paragraph 15.2.1 are revoked or changed in any way which impacts on the Authority's rights or obligations in relation to such Personal Data.

16. Intellectual Property Rights

16.1 The Invitation to Tender issued in connection with this Procurement shall remain the property of the Authority and shall be used by the Potential Supplier only for the purposes of this Procurement.

16.2 The Potential Supplier grants the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within its SQ Response and Tender for the purposes of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Authority's business activities. This licence shall also permit the Authority to sublicense the use of the Potential Supplier's SQ Response and Tender to its advisers or sub-contractors or

other Contracting Authorities (as defined in Regulation 4 of the Regulations) for the same purposes.

17. No Inducement Or Incentive

17.1 The Potential Supplier acknowledges and agrees that nothing contained within the Invitation to Tender shall constitute an inducement or incentive nor shall have in any other way persuaded a Potential Supplier to submit an SQ Response or Tender or enter into the Contract or any other contractual agreement.

18. Law And Jurisdiction

18.1 Any dispute (including non-contractual disputes or claims) relating to this Procurement shall be governed by and construed in accordance with the laws of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).