

INVITATION TO TENDER (ITT)

FOR

PROVISION OF FOOD WASTE PREVENTION EVENT SERVICES IN NORTH LONDON

DEADLINE FOR SUBMISSION OF TENDERS: 4pm 28 SEPTEMBER 2018

SEPTEMBER 2018

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PART 1 – INVITATION TO TENDER

1. INTRODUCTION

- 1.1 North London Waste Authority (NLWA) is the statutory waste disposal authority for the north London area covering the seven boroughs Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest (the Boroughs). NLWA's function is to arrange for the disposal of waste collected by the Boroughs.
- 1.2 Recyclables and organic (food and garden waste) collection services are also provided by the Boroughs. NLWA can, and does, organise the processing of recyclables and organic waste for Boroughs, although they may also make their own arrangements. The Boroughs all collect the same range of materials.
- 1.3 NLWA and the Boroughs have developed a joint municipal waste management strategy, The North London Joint Waste Strategy (NLJWS), which is adopted by all partners and sets targets to achieve a 50% recycling and composting standard by 2020. The current recycling rate for the NLWA area is 32%.
- 1.4 A separate waste prevention plan for 2016-18 has been produced to deliver on the prevention actions included within the NLJWS, namely to reduce the amount of waste north London residents (and businesses) throw away. This plan includes agreed funding for the delivery of an extensive waste prevention programme across the Boroughs. The programme is focussed on reducing waste arisings and includes intensive outreach activity such as attendance at summer events, delivery of roadshows, information stalls, and workshops as well as media engagement and advertising. An addendum to the 2016-18 plan has also been agreed, to extend the programme of work through 2018-20.
- 1.5 A summary of the waste prevention activity delivered in 2017-18 can be found at <http://www.nlwa.gov.uk/media/2530/nlwa-prevention-activity-brochure-2017-18.pdf>. The full programme period for 2018 -2020 is from 1 April 2018 until the 31 March 2020 and can be found at <http://nlwa.gov.uk/media/2422/13-waste-prevention-plan-2018-20-web.pdf>.
- 1.6 Some of the work which makes up the programme, such as face-to-face engagement, development of outreach material and tools, press activity and advertising and promotion will be delivered by NLWA and Borough officers. However, NLWA is seeking to appoint a Contractor to deliver elements of the work programme set out in this document to complement the work that NLWA and Borough officers deliver.
- 1.7 Bidders are invited to submit a bid for the provision of Food Waste Prevention Event Services in north London (the Services), as set out in this Invitation To Tender (ITT) and the Scope of Services. The Contractor is required to develop, organise and run a range of food waste prevention activities around bread, which is one of the food items more likely to be wasted. The aim is to raise awareness of the level of bread that goes to waste, provide north London residents with tips and advice to make the most of the bread they buy, and promote bread waste reduction messages alongside money saving messages. The Service will be comprised of a high profile event with a live cooking demonstration and food giveaways and seven workshops, as described in the Scope of Services.
- 1.8 The Contract will be awarded on the basis of the most economically advantageous bid as determined by NLWA in accordance with the evaluation criteria set out in this document.

1.9 The Contract Period is from the anticipated commencement date of 15 October 2018 to 31 March 2019, and the Contract Period may, at the discretion of NLWA, be extended for a period of one year from 01 April 2019 to 31 March 2020. Any extension will be for a similar budget. Please refer to paragraph 6.7 of this ITT for details on the budget.

2. ITT DOCUMENTATION

2.1 Bidders are required to submit the following documents as their ITT response, as detailed in Tables 3 and 4:

- 2.1.1 Method Statement 1: Your approach to delivery of the high profile event;
- 2.1.2 Method Statement 2: Your approach to delivery of the workshops;
- 2.1.3 Method Statement 3: Your approach to project management;
- 2.1.4 Method Statement 4: Your approach to impact measurement and evaluation;
- 2.1.5 Method Statement 5: The experience of allocated personnel, their skills and technical capability; and
- 2.1.6 Method Statement 6: The value you propose to add to the Services.
- 2.1.7 Completed Schedule 2 (Contract Price);
- 2.1.8 Completed Schedule 3 (Staff);
- 2.1.9 Completed tender declaration as detailed in Schedule 4 accepting the Contract Conditions (attached at Schedule 5);
- 2.1.10 Completed Schedule 7 (Certificates);
- 2.1.11 Completed Schedule 8 (GDPR Compliance for Personal Data Processing). If a bidder intends to use sub-contractors to process personal data, this should be indicated in the tender submission and the sub-contractor should also submit a completed Schedule 8 ; and
- 2.1.12 Contract examples showing relevant experience in accordance with paragraph 6.3 of this ITT. Please note that each contract example must not exceed one side of A4 (Arial 11 point font, left justified).

2.2 Bidders should note that the successful bidder will be required to agree the details of Schedule 6: Processing Personal Data and Data Subjects (the Data Protection Form) which is attached to this ITT and will be appended to the Contract Conditions. Please note that NLWA, as the data controller, will have the final say and will be the party to determine the information in the Data Protection Form. The successful bidder will be required to complete the highlighted sections of the Data Protection Form, namely on sub-contractors and transfer of data outside the European Economic Area, and provide any further information required for NLWA to be satisfied that the requirements of the GDPR are complied with in the transfer of data to third parties.

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3. SUBMITTING THE ITT RESPONSE

3.1 Bidders should supply **two hard copies** and **one electronic copy saved on a USB** of the completed and signed ITT response no later than 4pm on 28 September 2018.

3.2 The ITT response must be sealed in a plain envelope or parcel, on which is printed the word "Tender" followed by the subject of the contract (Food Waste Prevention Services). Any such envelope or parcel shall not bear any name or mark by which the Bidder can be identified. The envelope or parcel should be delivered to: The North London Waste Authority, Unit 1b Berol House, 25 Ashley Road, London N17 9LJ no later than **4pm on 28 September 2018**.

3.3 Any enquiries regarding the ITT should be made electronically via email to generalprocurement@nlwa.gov.uk. Enquiries should be received by NLWA no later than **5pm on**

21 September 2018. Please note that any clarification given will be circulated to all bidders in an anonymous way.

3.4 Bidders should note that NLWA reserves the right to terminate any ensuing contract with the successful bidder at any time if it is discovered that the bidder has made any false statement or material misrepresentation in its response to this ITT or any subsequent document.

3.5 The minimum timeframe during which the bidder must maintain the tender is three (3) months from the date stated for receipt of ITT response in paragraph 3.1 above.

4. TIMESCALES AND PROCUREMENT TIMETABLE

4.1 In order to ensure the successful bidder is appointed and the service commences as soon as possible in the programme year, NLWA aims to award the Contract by 08 October 2018.

4.2 The commencement date for the services is 15 October 2018 and all services shall be completed by 31 March 2019.

4.3 NLWA's proposed timetable for the procurement for the Services is set out in Table 1 below. NLWA reserves the right at any time to amend the timetable. In the event of any such change, all bidders will be notified.

Table 1: Proposed Procurement Timetable

Description	Date
Issue ITT and procurement documents	17 September 2018
Deadline for receipt of bidder clarification questions	5pm, 21 September 2018
Deadline for NLWA response to bidder questions	25 September 2018
Deadline for receipt of ITT response	4pm, 28 September 2018
Anticipated Contract award date	08 October 2018
Anticipated Contract start date	15 October 2018
Inception meeting	Week commencing 22 October 2018

5. CLARIFICATIONS

5.1 NLWA's approach to clarification after submission of quotations will be consistent with the principles of non-discrimination, transparency and equal treatment of all bidders. Clarifications after submission of tenders are at the sole discretion of NLWA and NLWA shall ensure that a bidder is not disadvantaged and does not receive an unfair advantage.

5.2 If no answer is returned to a clarification issued by NLWA by the deadline given, then NLWA shall evaluate the bid based on the bidder's original submission.

6. EVALUATION OF ITT RESPONSES

6.1 All tenders submitted will be checked for completeness in respect of the documentation set out in paragraph 2.1. Please ensure that you compile and submit all the documents set out in paragraph 2.1 together with your ITT response. Failure to do so may result in your tender being disqualified.

6.2 A suitability assessment will be carried out first using the selection criteria in Table 3 to determine whether a bidder meets the minimum standards of NLWA on suitability and capability to provide the services. Any bidder that is awarded a "Fail" in the suitability assessment evaluation will be

disqualified.. Any bidder that fails to achieve the score of 50 across both contract examples as set out in Clause 6.3 below will be disqualified.

6.3 The submission on experience of the organisation should include two contract examples demonstrating the relevant experience of the organisation submitting the tender. Scores will be awarded up to a maximum total mark of 100 across all the contract examples. Scores will be based on the scoring mechanism in Table 2 below.

It is essential that the contract examples should demonstrate the following experience in:

- (i) delivering food waste awareness raising projects;
- (ii) providing information and advice to the public on food waste prevention;
- (iii) running workshops within diverse communities;
- (iv) running food waste demonstrations;
- (v) working with a range of third sector organisations;
- (vi) working within an inner city environment.

It is desirable that the contract examples should demonstrate the following experience in:

- (i) working within one or more of the Boroughs;
- (ii) working with community groups based in one or more Boroughs

Please note that NLWA reserves the right to request references when evaluating the contract examples to resolve any ambiguities about the submission by a bidder on the contract examples.

Table 2: Scoring Mechanism for each Contract Example:

Score	Criteria for awarding scores
50 – 41	Proposal exceeds NLWA’s requirements
40 – 31	Proposal fully meets NLWA’s requirements
30– 21	Proposal does not fully meet NLWA’s requirements
20–11	Proposal contains significant weaknesses
10- 0	Proposal fails to meet NLWA’s requirements

Table 3: Bidder suitability assessment

Criteria and Weighting	Sub-criteria	Basis of Assessment and weighting	Description
Documentation	Tender Declaration Form	Pass/Fail	Completed Tender Declaration Form (Schedule 4) accepting the Contract Conditions without any caveats, qualifications or amendments to the Tender Declaration Form or the Contract Conditions.
	A copy of your audited accounts for the last financial year Or A statement of profit and loss, turnover, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of	Bidder to demonstrate a minimum turnover of £50,000/year	Completed Schedule 7 (Certificates) in the form of a self-certification by the bidder.

	<p>trading with an explanation of why a set of audited accounts have not been included.</p> <p>Or</p> <p>A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position of your organization;</p> <p>Or</p> <p>Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status)</p>		
	Equal Opportunities Policy	Pass/Fail	Completed Schedule 7 (Certificates) in the form of a self-certification by the bidder. The policy must be compliant with the Equalities Act 2010.
	Health and Safety Policy	Pass/Fail	Completed Schedule 7 (Certificates) in the form of a self-certification by the bidder. The policy must be compliant with Health and Safety Act 1974.
	Public Liability Insurance	Pass/Fail	Completed Schedule 7 (Certificates) in the form of a self-certification by the bidder.
	Employer's liability insurance (if applicable)	Pass/Fail	Completed Schedule 7 (Certificates) in the form of a self-certification by the bidder.
	Environmental Policy	Pass/Fail	Completed Schedule 7 (Certificates) in the form of a self-certification by the bidder.
	GDPR Compliance for Personal Data Processing	Pass/Fail	Completed Schedule 8 (GDPR Compliance for Personal Data Processing).
	Experience of the organisation and references	Scored: Total Marks: 100	As detailed in paragraph 6.3 above.

6.4 The bidders meeting the minimum standards after the suitability assessment will be evaluated next. The tenders will be evaluated on the basis of a quality criterion with a 70% weighting and a cost criterion with a 30% weighting. The total cost and quality scores of each bidder will be combined to form a bidder's overall tender score.

6.5 NLWA will select a bidder on the basis of the 'most economically advantageous' tender which is the tender that achieves the highest total combined quality and cost score on the basis of the criteria set out in Table 4.

Table 4: Evaluation criteria, weighting and description

Criteria and Weighting	Sub-criteria	Basis of Assessment and weighting	Description
Quality Weighting: 70%	Approach to delivery of the high profile events (Method Statement 1)	Scored Section Weighting: 10%	Method Statement 1: With direct reference to Schedule 1 (Scope of Services), please explain in detail how the high profile event will be carried out. Please include your approach to delivering the high profile event, justification of your approach, your understanding and ability to deliver the aims and objectives, Key Performance Indicators (KPIs) and timings. Approach towards sourcing of ingredients and type of receptacles in which the meals are going to be served and how waste generated will be managed at the end of the event.
	Approach to delivery of the seven workshops (Method Statement 2)	Scored Section: Weighting: 10%	Method Statement 2: With direct reference to Schedule 1 (Scope of Services) please explain in detail how the seven workshops will be carried out. Please include your approach to delivering the workshops and justification of your approach, your understanding and ability to deliver the aims and objectives, Key Performance Indicators (KPIs) and proposed days and times for running the workshops. Please describe how you will ensure attendance and your approach towards facilitation of the workshops.
	Approach to project management (Method Statement 3)	Scored section: Weighting: 15%	Method Statement 3: With direct reference to Schedule 1 (Scope of Services), please include your approach to project management, recruitment of staff and managing staff absences, approach to Health and Safety, crowd control, hygiene and equal opportunities, overarching communications strategy to ensure attendance and wider publicity, your approach to quality control and assurance with regards to the delivery of the Services and report writing.

	Approach to impact measurement and evaluation (Method Statement 4)	Scored Section: Weighting: 10%	Method Statement 4: Please provide details of your approach to monitoring and evaluating the impact of the Services defined in the Scope of Services in both quantitative and qualitative terms. Please include any additional quantitative and qualitative methods for assessing the effectiveness of the Services and indicators and methodology in particular for estimating indirect tonnage diversion; expected outcomes; your approach towards baseline measurement.
	Experience of allocated personnel, their skills and technical capability (Method Statement 5)	Scored Section: Weighting: 20%	Method Statement 5: Please complete Schedule 3 (Staff), which sets out the project management and delivery skills of key staff to be involved in the delivery of the Services. Please specify the names of staff members that will be delivering the Contract for NLWA and their relevant experience, expertise and technical capability in managing similar contracts. Please also provide a team structure setting out roles and responsibilities for team members.
	Added value (Method Statement 6)	Scored Section: Weighting: 5%	Method Statement 6: Please include any other information that you consider would add value and/or additional methods you anticipate would help deliver the Services during the timescale specified and any other activities and organisations that you propose to involve in the delivery of the Services.
Cost Weighting: 30%	Cost	Scored Section: Weighting: 30%	Please complete Schedule 2 and include a breakdown of costs detailing specific costs for sourcing and purchase of material including all disbursements and expenses. Tenderers should submit all costs in Schedule 2 exclusive of VAT.

6.6 Quality Evaluation:

- 6.6.1 There will be a total of 70 points for the quality criterion. Bidders are required to submit five (5) method statements and Schedule 3 as described in Table 4 above. The scoring methodology for each method statement and the completed Schedule 3 is set out in Table 5.
- 6.6.2 Each method statement must be typed in single spacing and Arial 11 point font, left justified and must not exceed two (2) A4 pages (excluding attachments). Attachments and supporting documents should be limited to six (6) A4 single sided pages or three (3) A4 double sided pages and will not be evaluated. Each method statement must be submitted on a separate sheet. Schedule 3 has no page limit.
- 6.6.3 The scoring methodology for each method statement and Schedule 3 will be as set out in Table 5 below.

Table 5: Scoring Methodology

Score	Criteria for awarding score to tenders
0	Completely fails to meet required standard or does not provide a proposal
1	Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with our requirements
2	Proposal falls short of achieving expected standard in a number of identifiable respects
3	Proposal meets the required standard in most material respects, but is lacking or inconsistent in others
4	Proposal meets the required standard in all material respects
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements

6.6.4 The quality points will be calculated using the following formula:

6.6.5 $\text{Score Achieved} / \text{Maximum Score Available (5)} * \text{Total Evaluation Points Available (100)} * \text{Weighting (\%)}$

Example Quality Point Calculation for two method statements:

Bidder	Method Statement 1 (Approach to delivery)		Method Statement 3 (Approach to impact measurement and evaluation)	
	Score	Points Calculation	Score	Points Calculation
A	2	$2 / 5 = 0.40$ $0.40 * 100 \text{ points} = 40$ $40 * 25 \% = 10$	4	$4 / 5 = 0.80$ $0.80 * 100 \text{ points} = 80$ $80 * 10 \% = 8$
B	3	$3 / 5 = 0.60$ $0.60 * 100 \text{ points} = 60$ $60 * 25 \% = 15$	3	$3 / 5 = 0.60$ $0.60 * 100 \text{ points} = 60$ $60 * 10 \% = 6$
C	4	$4 / 5 = 0.80$ $0.80 * 100 \text{ points} = 80$ $80 * 25 \% = 20$	2	$2 / 5 = 0.40$ $0.40 * 100 \text{ points} = 40$ $40 * 10 \% = 4$

6.6.6 Bidders must score a minimum of two (2) points on each of the quality sub-criteria to pass the quality criterion. Failure to pass the quality criteria will result in the bidder being disqualified.

6.7 Cost Evaluation:

6.7.1 NLWA's maximum budget for the delivery of the Services is £25,000 per annum. Any proposals above the maximum budget of £25,000 will be disqualified and the tender will not be considered.

6.7.2 There will be a total of 30 points for the cost criterion. Please complete Schedule 2 and include a breakdown of costs detailing specific costs for sourcing and purchase of material including all disbursements and expenses.

6.7.3 The cost criterion which NLWA will use to evaluate that a tender is the most economically advantageous is set out in Table 6. Tenders will be scored on the basis of their deviation from the Benchmark as show in Table 6 below:

Table 6: Cost evaluation

Maximum budget		£25,000.00	
Benchmark		£23,000.00	
Deviation from Authority Total	Values between		

>5% less than the benchmark	£21,849	and lower	0
0% to ≤5% less than the benchmark	£21,850	£ 23,000	30
>0% to ≤5% more than the benchmark	£23,001	£24,149	20
>5% to ≤8.7% more than the benchmark	£24,149	£25,000	10
>8.7% than the benchmark	£25,000	and more	0

6.7.4 If there is a tie in the scores of two or more bidders NLWA will award the Contract to the bidder with the highest combined score under Method Statement 1 and Method Statement 2.

6.7.5 All values including the benchmark and other cost included in Table 6 are exclusive of VAT.

PART 2 – ITT TERMS AND CONDITIONS

DISCLAIMER

- 1.1 The information provided in this ITT, including the information on which the ITT has been based, has been prepared in good faith but does not purport to be comprehensive nor to have been independently verified. Bidders should carry out their own due diligence checks and satisfy themselves on the accuracy of any information provided.
- 1.2 Neither NLWA nor its members, directors, officers, employees, agents or advisers make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to the adequacy, accuracy, reasonableness or completeness of the information in this ITT or any part of it or with respect to any written or oral information made available to any interested recipient or its advisers. Any such liability or responsibility is expressly disclaimed.
- 1.3 Nothing in the ITT is, or shall be, relied on as a promise or representation as to the future. The information is only intended as an explanation of NLWA's requirements and is not intended to form the basis of any bidder's decision on whether to enter into any contractual relationship with NLWA. The information provided is not, nor is it to be taken as, the giving of investment advice by NLWA or any of its employees, agents or advisers nor is it an invitation or inducement to engage in investment activity.
- 1.4 NLWA does not undertake to provide bidders with access to additional information or to update the information in the ITT, but will provide bidders with additional information to which NLWA has access and which bidders may reasonably require in order to make their responses, provided, where applicable, a request for such information is made in accordance with the details contained in this document.
- 1.5 NLWA reserves the right to issue amendments or modifications to the ITT and/or ITT response documentation and/or timetable for the procurement process during the process. Any amendments to the ITT will be issued to all bidders simultaneously and responses will be assumed to take account of any such modifications and amendments (unless NLWA, acting reasonably, expressly indicates otherwise), and any such amendments or modifications will not necessarily lead to an extension of any stage of the procurement process. Under no circumstances shall NLWA or its employees, agents or advisers incur any liability whatsoever in respect of such matters.

BIDDER'S WARRANTIES

- 1.6 In making its response, the bidder warrants, represents and undertakes to NLWA that: All information, representations and other matters of fact communicated (whether in writing or otherwise) to NLWA by the bidder, its staff or agents in connection with or arising out of the ITT are true, complete and accurate in all respects, both as at the date communicated and as at the date of response; it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender and that it has not made its response in reliance upon any information, representation or assumption which may have been made by or on behalf of NLWA (with the exception of any information which is expressly warranted by NLWA); and it has full power and authority to respond to this ITT and to perform the obligations in relation to the Contract and will, if requested, produce evidence of such to NLWA.

CONTINUING APPLICATION

- 1.7 Part 2 (ITT Terms and Conditions) and part 3 (Guidance notes to bidders) of this ITT shall be deemed to be repeated at each and every stage of the procurement process up to and including award of Contract to any selected bidder and shall, for the avoidance of doubt, apply to all further information and documentation provided or made available as part of this procurement process.
- 1.8 Bidders must tell NLWA of any changes to the information they give. The certificates returned as part of the response and other stages of the procurement continue to have effect throughout the process.
- 1.9 If, at any time during the process, there are any changes to the information provided by bidders the bidder must advise NLWA as soon as practicable, even if its response has been submitted prior to the required date.
- 1.10 NLWA reserves the right to consider the effect of any changes and may request that a bidder re-submit their response so that it may assess the bidder's changed response to the ITT. NLWA reserves the right to impose conditions on, or disqualify any bidder who makes or suffers changes to any aspect of their responses, unless substantial justification can be provided to the satisfaction of NLWA.
- 1.11 By responding to this ITT, all bidders shall be deemed to have consented to future changes in any other bidder's contracting structure, consortium structure or membership. NLWA will assess the effect that any changes may have on those bidders continuing to be included in the procurement process and will take the steps necessary to ensure NLWA meets its legal and procurement obligations.

CONFIDENTIALITY

- 1.12 For the purposes of this procurement "NLWA Confidential Information" means all information (written or otherwise) provided by NLWA to bidders in the course of their involvement in all or any stages of the procurement of the Contract, including without limitation the information contained in this ITT and other documents, other information provided to bidders whether orally or in writing, including any draft or final documents issued by NLWA, or information learnt by the bidder through its participation in interviews or meetings with NLWA.
- 1.13 For the avoidance of doubt, however, NLWA Confidential Information does not mean information which the bidders can prove to NLWA's reasonable satisfaction is in or subsequently enters the public domain (other than as a result of a breach of this obligation), or information which is necessarily disclosed pursuant to a statutory obligation.
- 1.14 NLWA Confidential Information is made available on condition that it is treated as confidential by the bidders and its advisers or sub-contractors and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except as part of developing a response to NLWA.
- 1.15 During the procurement period, bidders may disclose to NLWA information which they would like to keep confidential ("Bidder Confidential Information"). NLWA will not disclose Bidder Confidential Information communicated as such to it by any bidders, subject to the provisions of this ITT and in particular paragraph 5.
- 1.16 Bidders must be aware that at key stages in the procurement of the Contract, NLWA may be obliged to disclose detailed information relating to responses and make available for inspection

the key Contract documents to its advisers, Constituent Boroughs and other public sector bodies for the purposes of advancing the procurement.

THE FREEDOM OF INFORMATION ACT 2000 (“FOIA”) AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004 (“EIR”)

- 1.17 NLWA is subject to the provisions of the FOIA and the EIR. The FOIA and EIR provide a general right of access to information held by public authorities.
- 1.18 The FOIA and EIR provide for information to be exempt from the general right of access in certain circumstances, for example where the information has been provided in confidence, is a trade secret, or where release would or would be likely to prejudice commercial interests. NLWA has to comply with its statutory duties and if information is requested NLWA will be forced to disclose such documentation, irrespective of a bidder’s wishes, if it is not covered by an exemption under the FOIA or EIR. Please also note that the availability of some exemptions is subject to a test of whether the public interest lies in disclosing the information or keeping it confidential.
- 1.19 Bidders are required to identify any information contained in their response which they would prefer not to be released if a request under the FOIA or EIR is received. Requests for information to be treated as commercially confidential should accompany bidder’s responses and must include a clear and substantive justification (which NLWA is able to disclose) together with a time limit after or event which any such information may be disclosed. Bidders should make sure that any information that they consider commercially confidential is clearly marked as such (preferably by marking each relevant page of the document “Commercially Confidential”). Bidders should be aware that a response that indicates that all of the information provided within that response is confidential, without a clear and substantive justification, is unlikely to satisfy the requirements for an exemption under the FOIA or EIR.
- 1.20 If NLWA receives a request under the FOIA or EIR for the release of information which has been provided by a bidder, NLWA will use reasonable endeavours, if practicable, to consult with the relevant bidder where it considers that the requested information may include exempt information relating to that bidder. Where NLWA consults with the bidder, the bidder must respond to NLWA’s requests urgently, so that NLWA can comply with its obligation to answer a FOIA or EIR request within the relevant time limit.
- 1.21 The decision on what is, or is not, exempt information shall be determined by NLWA having considered the representations of the bidder. Bidders should note however, that ultimately the decision as to whether or not NLWA will have to release certain information may be made by a body other than NLWA. NLWA shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under the FOIA, EIR or other legislation governing access to information including but not limited to guidance notes and codes of practice issued by the Information Commissioner.

CANVASSING

- 1.22 Any bidder who, in connection with the procurement of the Contract:
- 1.22.1 offers any inducement, fee or reward to any member, director, officer, employee or agent of NLWA or any Constituent Borough, or any person acting as an adviser for NLWA;
- 1.22.2 does anything which would constitute a breach of the Bribery Act 2010 or under section 117 of the Local Government Act 1972; or

1.22.3 contacts any of the persons referred to in paragraph 6.1.1 about any aspect of the Contract or its procurement, except as authorised in this ITT; may be disqualified without prejudice to any other civil remedies available to NLWA and without prejudice to any criminal liability which such conduct by a bidder may attract.

1.23 Where a bidder is also a sub-contractor to another bidder, whether at the time of the making of any submission or subsequently, then:

1.23.1 as a potential sub-contractor, they should advise the relevant bidder that they are also participating as a bidder and, where relevant, as a sub-contractor to another bidder; and

1.23.2 care should be taken by all parties to ensure that any information passing between the relevant bidder and the sub-contractor relates solely to the construction of the relevant sub-contract and that any information provided by one party to the other is provided on a strictly "need to know" basis and in compliance with the provisions of this paragraph 6.

NON COLLUSION

1.24 Any bidders who, in connection with the procurement of the Contract:

1.24.1 fixes or adjusts the manner or context of its response by or in accordance with any agreement or arrangement with any other bidder or participant; or

1.24.1.1 enters into any agreement or arrangement with any other bidder or participant that it shall refrain from participating in this procurement; or

1.24.1.2 causes or induces any person to enter such agreement as is mentioned in this paragraph 7 or to inform the bidder or participant of its response and its contents or obtains details of the response of another bidder or participant; or

1.24.1.3 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 anything in relation to any other response or proposed response; or

1.24.1.4 communicates to any person other than NLWA the contents of its response (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the response (e.g. for insurance, a contract guarantee bond or performance bond)); or

1.24.1.5 carries out any other cooperation or collusion which NLWA considers has actually or potentially undermined competition; may be disqualified (without prejudice to any other civil remedies available to NLWA and without prejudice to any criminal liability which such conduct by a bidder may attract).

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1.25 The copyright in this ITT (and any document issued as supplemental to it) is vested in NLWA and this ITT may not be reproduced, copied or stored in any medium for any purpose other than preparing the bidders response without the prior written consent of NLWA. All documents supplied by NLWA in relation to this ITT are and shall remain the property of NLWA.

- 1.26 NLWA reserves the right to publish any data and/or other documentation resulting from the Services including without limitation making the information available on NLWA's website(s) and including information in any future procurement process.

PUBLICITY

- 1.27 Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any public statement or any publicity activity with any section of the media in relation to the procurement of the Contract other than with the prior written agreement of NLWA. In this paragraph 9 the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet, social media and e-mail accessible by the public at large and the representatives of such media.

NLWA'S DISCRETION

- 1.28 Neither the issue of this ITT nor any information given later on in the procurement process commits NLWA to award any contract pursuant to this procurement and/or constitutes an offer to enter into a contractual relationship.
- 1.29 NLWA reserves the right, at any time, to discontinue this procurement process.

CONFLICT OF INTEREST

- 1.30 Bidders shall ensure that (other than as disclosed to NLWA), no actual or potential conflict of interest exists, or will come into existence without prior disclosure to NLWA during the course of the procurement.
- 1.31 NLWA reserves the right to disqualify a bidder at any point during this procurement process should an actual or potential conflict of interest arise. NLWA will seek to manage conflicts but may need to disqualify a bidder and / or sub-contractors where there is a potential conflict of interest (subject always to NLWA applying the principles of transparency, equal treatment and non-discrimination).

PART 3 – GUIDANCE NOTES TO BIDDERS

1. RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS

1.1 NLWA reserves the right to:

- 1.1.1 cancel the whole, or any part of the procurement process at any stage;
- 1.1.2 require a bidder to clarify its/their submission in writing and/or provide additional information; Failure to respond adequately may result in a bidder not qualifying;
- 1.1.3 amend the terms and conditions of the procurement process;
- 1.1.4 NLWA or any of its advisers will not be liable for any costs and/or expenses howsoever incurred by, or on behalf of the bidders in this process as a result of any clarification, variation or cancellation of the whole or part of this procurement process.

2. RIGHT TO REJECT OR DISQUALIFY A BIDDER

2.1 In addition to the grounds set out elsewhere in this ITT, bidders should note that NLWA reserves the right to reject or disqualify the bidder if:

- 2.1.1 the response is submitted late, is completed incorrectly, is incomplete or fails to meet NLWA's submission requirements which have been notified to bidder;
- 2.1.2 the bidder fails to comply with the requirements and conditions of NLWA set out in the ITT;
- 2.1.3 the bidder is guilty of a serious misrepresentation in relation to its application and/or the procurement process;
- 2.1.4 there is a change in identity, control, financial standing or other factor impacting on the evaluation process affecting the bidder which has not been addressed to the satisfaction of NLWA;
- 2.1.5 the bidder fails to meet any thresholds as set out in the evaluation criteria.

2.2 Without prejudice to the above, in the event that any bidder fails to meet NLWA's criteria at a later stage in the procurement process, NLWA reserves the right to reject the bidder.