

West Suffolk Council tender quotation conditions

1. Confidentiality

- 1.1 Subject to the exceptions referred to below, the information contained in an invitation to quote and any supplementary documentation issued is made available to potential suppliers on condition that:
 - 1.1.1 they shall not disclose, copy, reproduce, distribute or pass such information to any other person at any time nor allow such
 - 1.1.2 they shall not use such information for any purpose other than for the purposes of participating in a competitive procurement process.
- 1.2 Potential suppliers shall ensure that each subcontractor who receives any information referred to in paragraph 1.1 above is made aware of, and complies as if it were a potential supplier.
- 1.3 Any potential supplier who, in the council's opinion, breaches any of the requirements of paragraphs 1.1 and 1.2 may at the council's sole discretion be disqualified from further participation in the competitive procurement process (without prejudice to any other civil remedies available to the council and without prejudice to any criminal liability which such conduct by a potential supplier may attract).
- 1.4 A potential supplier may disclose, copy, reproduce, distribute or pass such information to another person if either:
 - 1.4.1 this is done for the sole purpose of responding to the invitation to quote and the person receiving the information commits in writing to keep the information on the same terms as set out in paragraph 1.1, or
 - 1.4.2 the prior written consent of the council has been obtained in relation to such disclosure, copying, reproduction, distribution or passing of information.
- 1.5 By participating in a competitive procurement process, potential suppliers understand and agree, and shall ensure that all others whose information is supplied to support their quotation submission similarly understand and agree, that the council is permitted to disclose all information submitted to it and to its partner organisations for the purposes of evaluation of the quotation responses.

2. Non-collusion

- 2.1 Any potential supplier who either:

- 2.1.1 causes or induces any person to inform any potential supplier of matters discussed in relation to any other quotation submission or proposed solution, or
 - 2.1.2 offers or agrees to 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 any act or omission in relation to any potential supplier's quotation submission or proposed solution, or
 - 2.1.3 communicates to any person other than the council on matters discussed with the council, except where the potential supplier is in a consortium and such disclosures are made in confidence within that consortium,
- shall be disqualified from participating in the competitive procurement process.

3. Canvassing

3.1 Any potential supplier, who, in connection with a competition:

- 3.1.1 offers any inducement, fee or reward to any servant or agent of the council or any person acting as an adviser to the council in connection with a competitive procurement process or does anything which would constitute a breach of the Bribery Act 2010, or
- 3.1.2 contacts any servant or agent of the council or any person acting as an adviser to the council prior to a contract being entered into about any aspect of any competitive procurement process in a manner not permitted by the invitation to quote

may be disqualified from further participation in the competitive procurement process at the council's absolute discretion (in either case without prejudice to any other civil remedies available to the council and without prejudice to any criminal liability which such conduct by a potential supplier may attract).

4. Conflict of interest

4.1 Potential suppliers are responsible for ensuring that no conflicts of interest exist or arise either in the context of their own appointed advisers or those of the council. Any potential supplier who becomes aware of such a conflict of interest must notify the council as soon as reasonably practicable after it becomes aware of such a conflict.

5. Publicity

5.1 Potential suppliers shall not undertake (or permit to be undertaken) at any time any publicity or activity with any section of the media including, but not limited to, making any announcements in relation to any competitive procurement process other than with the prior written consent of the council. In this paragraph the word 'media' includes, but is not limited to, radio, television, newspapers, trade and specialist press, the internet (including social media) and email accessible by the public at large, and the representatives of all such media.

6. Copyright

- 6.1 The copyright in any invitation to quote is vested in the council and may not be reproduced, copied or stored in any medium without the prior written consent of the council. The invitation to quote and any supplementary documentation issued are, and shall remain the property of the council and must be returned on demand.

7. Accuracy of information

- 7.1 The invitation to quote, and any other documents or information to which it refers, has been prepared by the council in good faith. However, it does not purport to be comprehensive or to have been independently verified. The council shall not be liable for any loss or damage arising as a result of any inaccuracy or incompleteness in any information contained in the invitation to quote or any other document or information to which it refers. Potential suppliers are expected to carry out their own due diligence checks for verification purposes.
- 7.2 Subject always to the requirements of paragraph 7.1 above, potential suppliers considering participating in the competitive procurement process should make their own investigations and enquiries as to the council's requirements beforehand.
- 7.3 The issue of any invitation to quote is not to be construed as a commitment by the council to enter into a contract as a result of a competitive procurement process. Any expenditure, work or effort undertaken is accordingly a matter solely for the commercial judgement of the potential supplier. The council will not reimburse any costs incurred by any potential supplier in connection with its preparation and participation in any competitive procurement process.
- 7.4 The council reserves the right to cancel or withdraw from the competitive procurement process at any time or to re-invite proposals on the same or any alternative basis. The council shall be able in their sole discretion to alter or terminate the competitive procurement process at any stage.
- 7.5 The council shall be able in their sole discretion to enter into post tender negotiations following the closing date for receipt of quotations and prior to Award provided that such negotiations do not result in a material change to the specification or contract terms.
- 7.6 The invitation to quote should not be considered as an investment recommendation made by the council to any party seeking to participate. Each potential supplier must make its own independent assessment after making such investigation and taking such professional advice as it deems necessary. Neither the council, its servants, agents or advisers make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the invitation to quote and any supplementary documentation issued (including but not limited to, any loss or damage arising as a result of reliance by the potential supplier on such information or any part of it).

- 7.7 All questions should be answered fully, and no assumptions or reliance are to be placed on previous history or current arrangements with the council.
- 7.8 No information contained in any invitation to quote or in any communication made between the council and any potential supplier in connection with any invitation to quote shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with the invitation to quote. The council reserve the right, subject to public procurement law, to change without notice the basis of, or the procedures for, the competitive procurement process or to terminate the process at any time. Under no circumstances shall the council incur any liability in respect of this invitation to quote or any supporting documentation.

8. Procurement Act 2023

- 8.1 In accordance with the Procurement Act 2023, any applicant may be excluded from participation in a contract who:
- is bankrupt or is being wound up, whose affairs are being administered by the court, who is entered into an arrangement with creditors, who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulation
 - is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or administration by the court or for an arrangement with creditors or for any similar proceedings under national laws or regulations
 - has been convicted of an offence concerning his or her professional misconduct by a judgement, which has the force of 'res judicata'
 - has been guilty of grave professional misconduct proven by any means, which the contracting companies can justify
 - has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he or she is established or with those of the country of the contracting authority
 - has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country of the contracting authority
 - is guilty of serious misrepresentation in supplying or failing to supply the information that may be required.