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**Invitation to Tender as part of the New Forest Species Survival Fund**

**Wetland restoration Part 1, Stanswood Valley on the Cadland Estate**

**(NFSSF – 02 FHT Cadland Part 1)**

Date : 2nd December 2024

**New Forest National Park Authority**

Lymington Town Hall, Avenue Road, Lymington, Hampshire SO41 9ZG

**Telephone** 01590 646600 **Fax** 01590 646666   **Email** tender@newforestnpa.gov.uk

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**CHAIRMAN** David Bence   **CHIEF EXECUTIVE** ALISON BARNES

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## SUMMARY

The Species Survival Fund is a short-term programme to create, restore, expand, and connect habitats that help reverse the decline of species across England. The fund is delivered by the National Lottery Heritage Fund on behalf of DEFRA, as part of the Species Survival Fund scheme.

To deliver the Species Survival Fund project in the New Forest, a collaboration of organisations has come together, including Amphibian and Reptile Conservation, Freshwater Habitats Trust, Hampshire & Isle of Wight Wildlife Trust, New Forest Commoners Defence Association, and Wild New Forest, with the New Forest National Park Authority as the lead entity pursuant to the Memorandum. Our aim is to improve 250-300 hectares of habitat across multiple sites around the New Forest National Park and surrounding area.

The project will run from April 2024 to February 2026, with capital works to be completed by 31December 2025.

## SPECIES SURVIVAL FUND LEAD PARTNER OVERVIEW

The **New Forest National Park Authority** is the organisation responsible for promoting the two statutory purposes of the National Park as set out in the Environment Act 1995 which are:

■ To conserve and enhance the natural beauty, wildlife and cultural heritage of the area

■ To promote opportunities for the understanding and enjoyment of the special qualities of the Park by the public.

The Authority also has a duty to seek to foster the economic and social well-being of the local communities within the National Park.

1. **RELATIONSHIP BETWEEN LEAD PARTNER AND DELIVERY PARTNER**

The New Forest National Park Authority is the Accountable Body for the funding, manages the relationship with the funding body, and provides project governance including project management and co-ordination support as well as the use and access to supporting systems such as for procurement of goods and services.

This contract, whilst utilising systems provided by the New Forest National Park Authority, is between the Delivery Partner named above and the awarded supplier.

## WORKING ARRANGEMENTS

Any queries may be submitted through our [In-tend supplier portal](https://in-tendhost.co.uk/newforestnpa/aspx/Home) or via the contact details below:

For tender process / procurement queries:

Tom Knott, Finance & Sustainable Procurement Officer - 01590 646678 [tender@newforestnpa.gov.uk](mailto:tender@newforestnpa.gov.uk)

For technical queries:

John Stride, Net Zero with Nature Programme Manager - 01590 646676, [john.stride@newforestnpa.gov.uk](mailto:john.stride@newforestnpa.gov.uk)

Angela Peters, Project Officer FHT – [apeters@freshwaterhabitats.org.uk](mailto:apeters@freshwaterhabitats.org.uk)

## TENDER SPECIFICATION

**Overview of requirements (if applicable, supplementary documents are placed in the Appendices section)**

**Background to the project:**

Funding has been allocated for habitat restoration work at Stanswood Valley which is owned by the Cadland Estate. The site is part of the North Solent SSSI and North Solent National Nature Reserve. The area this contract covers is included within part of SSSI Unit 50 and parts of Units 71 and 49 which supports fen, marsh and swamp habitats along with wet woodland.

SSSI Units 50 and 71 have recently in 2023 been downgraded from ‘favourable’ SSSI’ status to ‘unfavourable no change’ status due to scrub and tree encroachment which has developed over parts of the site over recent decades.

***Work objective:*** *To undertake work towards restoring fen wetland Priority Habitat within the Stanswood Valley, part of the North Solent SSSI and NNR, Cadland Estate. Achieved through a) cutting and stump treatment of scrub in specific locations; b) vegetation management of Phragmites australis, Molinia purpurea in specific locations.*

1. **Description of Site:**

1.1 The Stanswood Valley is part of a complex of headwater valleys east of the village of Blackfield in the New Forest, draining into the Solent, see attached maps. The Bourne Stream runs its length with several tributaries entering the main stream.

1.2 The whole valley is within the North Solent SSSI and North Solent National Nature Reserve (NNR). The main wetland habitat within the valley is listed as ‘fen, marsh and swamp’ (Natural England, 2023) with some closed canopy wet woodland also present. These are features of the SSSI, and are present in SSSI Units 50, 71 and 49.

1.3 Both wet woodland and fen meadow are recognised as Priority Habitat having suffered declines in recent years and both supporting rich assemblages of species including specialist mosses, wetland plants and invertebrates. It is therefore important that Stanswood Valley is managed appropriately to reverse the unfavourable condition status of the SSSI by restoring and managing the two mentioned priority habitats along with a range of other important wetland habitats.

1.4 The site is owned and managed by the Cadland Estate with site management support from Natural England.

1.5 The site used to have an agri-environment scheme that ran until about 10 years ago but does not have one at present. Scrub management was undertaken through this agreement to restore and manage the site. Stock grazing (cattle) was reintroduced to Stanswood Valley along with the surrounding heathland during the most recent agri-environment scheme.

1.6 The most recent condition assessment of the Stanswood Valley Unit 50 and 71, carried out in September 2023, found it to be in ‘unfavourable no change’ condition’. The previous assessment found it to be in ‘favourable’ condition. The recent downgrading of condition identified increasing cover of trees and scrub in open wetland areas as a pressure, with the assessment identifying insufficient grazing to maintain the condition of the habitat features within the valley.

1.7 Some of the interesting species noted during a November 2023 survey by FHT include Blunt-flowered rush, marsh cinquefoil, devil’s bit scabious, ling heather, lousewort, round-leaved sundew, common cotton-grass, marsh pennywort, bog myrtle, tormentil, lesser spearwort and ragged robin mostly present in the open fen meadow areas but some underneath the willow and alder canopy

1.8 Water quality was assessed by FHT in the stream itself and the spring fed fen meadow pools to the eastern side of the stream using quick phosphate and nitrate test kits. The spring fed fen meadow pools water tested clean with no phosphate or nitrate and the stream showed presence of nitrate.

1.9 Stanswood Valley has a network of Public Rights of Way crossing the stream and valley where there are a series of culverts and pipes and tracks.

* 1. Public safety is a consideration when working on this site.

1.11 Vehicular access is possible from the gate at the north end of Walker’s Lane South at SU 44864 01749 – a map will be provided at the start of contract showing vehicle accessible areas on the SSSI.

1.12 Parking to be agreed in advance with Cadland Estate, Natural England and FHT project officer.

1.13 An EA permit for use of herbicide by water will be required for some areas.

1.14 SSSI consent is already in place for Areas 1 and 2 and for Area 3 SSSI consent is being applied for to undertake this work.

1.15 A Forestry England Felling Licence is in place for parts of the work as needed.

Please consult the Map 1 wetland habitat areas which relate to the descriptions below.

**Area 1. Area to south-east of Mopley pond – eastern section (part of SSSI Unit 50)**

This is an area of overgrown fen that was cut and cleared of willow, birch, alder scrub by the landowner and Natural England a few years ago. Stumps were treated with herbicide to prevent regrowth. The site is open to cattle but does not currently receive sufficient grazing and young scrub is developing and impacting on the quality of the habitat. The area retains some important fen species and the work will enhance the habitat for species of conservation concern.

Work items:

* Cut regrowth of small scrub [under 8cm dbh] to base, and immediately treat stumps with appropriate herbicide, taking great care to avoid spillage into surrounding fen vegetation.
* Cut regrowth of selected larger scrub [over 8cm dbh] for thinning at 30%, and treat stumps with appropriate herbicide to avoid spillage unto surrounding fen vegetation.
* Where stump treatment is within 1m of the edge of the ditch between this Area 1 and Area 3 an EA permit will be required prior to stump treatment
* Scrub arisings – Some habitat piles made with arisings (larger wood) no higher than 1m away from sensitive habitats.
* Remaining scrub to be burned on site in areas as agreed with Natural England, away from sensitive habitats such as areas with Sphagnum mosses.
* Ensure bramble around the margins of this area are retained for biodiversity

**Area 2. Sheepwash south to Mopley Pond – wetland on eastern edge of Valley side (part of SSSI Unit 50)**

This is an area that was cut and cleared of scrub by the landowner and Natural England about 9 years ago to restore the fen. Due to insufficient levels of grazing and follow-up cutting, the site has become over grown with *Phragmites australis* (reeds) in some areas, and in places *Molinia caerulea* (purple moor grass), to the detriment of the fen habitat. The area is open to grazing but stock currently are rarely entering the site as it is overgrown. A program of cutting and removal of coarse grasses 2 to 3 times a year over several years will remove overstood material and encourage fresh growth to further entice cattle to graze the area. The area was managed in 2023 with support from FHT and further work is required.

Work items:

* Cut regrowth of small scrub to base [under 8cm dbh], where any remains, immediately treat stumps with appropriate herbicide, taking great care to avoid spillage into surrounding fen vegetation
* Cut reeds and coarse grasses and remove from fen (see below) from the defined area on the map, retaining an area of reed at the back of this area as mapped. The cutting may be done with brushcutter, BCS mower or cut and collect machinery – ensuring low ground pressure machinery is used due to the wet and sensitive nature of the ground.
* Scrub arisings – Some habitat piles made with arisings no higher than 1m away from sensitive habitats such as areas with Sphagnum mosses, as agreed with Natural England.
* Reed and grass arisings – cut, rake, burn majority of material on site away from sensitive habitat with some smaller habitat piles (no taller than 1m) made away from sensitive habitat such as that supporting Sphagnum mosses and as agreed with Natural England.

**Area 3. Wetland corridor leading to fen with pond area**

This is a small area of recently developed scrub of willow and birch over former open wetland fen. The area will be thinned to remove a small number of birch and willow, including small scrub amounting to below the 5m3 licencable timber quantity to increase structural diversity within the area.

Work items:

* Cut marked scrub to base and immediately treat stumps with appropriate herbicide, taking great care to avoid spillage into surrounding fen vegetation
* Scrub arisings – Some habitat piles made with arisings no higher than 1m away from sensitive habitats such as areas with Sphagnum mosses.
* A small bonfire, as agreed on site may be appropriate to deal with some arisings.

**Constraints and Considerations:**

Close liaison with Angela Peters FHT project officer, Ian Elcock the Cadland Estate site staff, Adam Wells and Heidi Staines the Natural England site managers is essential.

4.2 Due to the public access through the site, signage and notification to any users when entering and leaving the site may be required.

4.3 The site is SSSI and a protected site and care must be taken at all time to avoid damage to wildlife, soils and water. All work must adhere to conditions set out in the SSSI Consent.

4.5 Timing of the work will be arranged with the above mentioned site staff.

4.6 FISA safety checklists will be included in pre-commencement meeting with the above mentioned staff.

4.7 Biodiversity. Prior to the work the site will be walked with the contractor to ensure any sensitive wildlife areas are avoided. Care must be taken throughout to ensure if any wildlife is found during the works such as dormice, bats or great crested newts, work must cease and the project officer and Natural England informed straight away.

**Expected delivery timetable**

The work must be completed by the end of February 2025

**Methodology requirements**

* Contractors must comply with all applicable regulations and adhere to best practice at all times
* Appropriate site safety signage must be present and visible throughout the work period
* Any interactions with the general public are to be carried out in a professional manner
* No fires are to be left unattended
* All fire activity should be logged with Fire Control on a daily basis
* Site sensitivity maps (adder hibernacula, other key reptile/bird habitats) are to be available/used through the task and the areas retained are to be marked in advance
* Contractors are to supply a nominated central point of contact
* Examples of site safety signage to be used during the work
* Membership to the Forestry Industry Safety Accord (FISA)

**Skills, expertise, qualifications or statutory requirements**

* Chainsaw- Certificate of Competence
* Brush cutter/trimmer- Certificate of Maintenance and Operation
* Herbicides- certificate of use for PA1 and PA6/AW
* Public liability insurance (up to £5,000,000)
* Emergency First Aid at Work certificates for individuals undertaking the work
* Experience of carrying out conservation work on sites used by the general public, with demonstratable measures taken to minimise disturbance
* Experience undertaking habitat management in the New Forest and on protected landscapes and nature reserves and sensitive habitats.
* Experience undertaking habitat management on New forest wetlands
* Experience clearing scrub from SSSI’s to restore wetland habitats
* Experience applying for EA permit to use herbicides by water

**H&S**

Provide a ‘Safe Systems of Work’ package which should include;

* Site Specific (Activity) Risk Assessment - reference to FISA Safety Guides
* Method Statement – how you intend to carry out the work including how safety on site is managed.
* Emergency procedures for (if applicable): COSHH/fuel spills/fire/medical emergency/electricity/lone working etc.

## EVALUATION OF TENDERS

Suppliers must complete, in full, the Assessment Document which is attached below. This outlines the minimum information required from suppliers and will form the basis upon which your submission will be evaluated. It is envisaged that this scoring and evaluation exercise will take no longer than 3 working days after the ITT response deadline, which is **10th January 2025**.It is envisaged that a decision will then be made on or around **15th January 2025**.

No information contained in this ITT, or in any communication made between **Freshwater Habitats Trust** and you in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. **Freshwater Habitats Trust** reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall **Freshwater Habitats Trust** incur any liability in respect of this ITT or any supporting documentation.

Please answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to your organisation, this should be indicated, with an explanation.

***Completeness and Further Information***

The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that you are not invited to participate further. In the event that none of the responses are deemed satisfactory, **Freshwater Habitats Trust** reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

You should be explicit and comprehensive in your responses to this ITT as this will be the single source of information on which responses will be scored and ranked. You are advised neither to make any assumptions about any past or current supplier relationships **Freshwater Habitats Trust** nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITT is provided on the same basis to all tenderers. Please note that to ensure fair and open competition, the responses to any questions raised by interested contractors will be made available to all other contractors, where appropriate. Any such clarifications will be posted on our In-tend portal and you will receive email notification to make you aware of this. If you wish to be updated with any tender clarifications but do not wish to register on our In-tend portal, then you must formally request to receive such clarifications via email, to the contact listed in Section 3 of this ITT. The deadline for receipt of clarifications relating to the specification or any other part of this ITT is **10th January 2025.**

Please note that the spaces provided in the Assessment Document should not be viewed as an indication of the length and depth of responses we require for a particular section. Suppliers are encouraged to generate as much space as required to answer each section in full, ensuring that any additional pages used are clearly cross-referenced to the relevant section being addressed, where applicable.

It should be noted that whilst some sections of the Assessment Document are not directly scored (e.g. financial information), **Freshwater Habitats Trust** reserves the right to take into account supplier responses to these elements when evaluating and awarding the contract.

Supplier responses in the Assessment Document shall form part of the contract, where appropriate, thus the supplier will be legally obliged to comply with the responses provided therein. Should your company be successful and be awarded the contract, any variations to the proposals in the Assessment Document must receive prior written approval from **Freshwater Habitats Trust**.

**Freshwater Habitats Trust** expressly reserves the right to request you to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT. **Freshwater Habitats Trust** may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

***Disqualification and selection***

**Freshwater Habitats Trust** may disqualify you if you fail to:

1. Provide a satisfactory response to any questions in the ITT or inadequately or incorrectly complete any question or have not provided the required information; and/or
2. Submit the completed ITT before the stated deadline.

The potential providers who are not disqualified in accordance with the above grounds shall be evaluated on the qualification criteria which take into account the economic and financial standing and the technical or professional ability of each.

**The Assessment Document is attached here:**

[SSF LA&D Assessment Document](https://newforestnpa-my.sharepoint.com/personal/john_stride_newforestnpa_gov_uk/Documents/Desktop/SSF%20LA&D%20Assessment%20Document.docx?web=1)

The Contract will be awarded on the basis of the most economically advantageous tender to **Freshwater Habitats Trust**, based on the evaluation criteria of 30% price and 70% quality. Tenders will be evaluated and assessed using the scoring matrix below, by at least three Species Survival Fund Partner staff.

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Price | 20% |
| Evidence of suitability | 80% |

Sub-weightings for the Quality Criteria are provided below:

|  |  |  |
| --- | --- | --- |
| **Section** | **Quality Heading** | **Sub-Weighting** |
| A | Company Information | 0% |
| B | Your Approach | 45% |
| C | Scope of Services | 10% |
| D | Your Experience / References | 45% |

The following scoring mechanism will be used to allocate points available.

|  |  |
| --- | --- |
| **Scoring** | **Points** |
| Response meets the required standard in all material respects and adds value in some or all of the major requirements | 9 – 10 |
| Response meets the required standard in all material respects | 7 – 8 |
| Response meets the required standard in most material respects, but is lacking or inconsistent in others | 5 – 6 |
| Proposal falls short of achieving expected standard in a number of identifiable respects | 3 - 4 |
| Response significantly fails to meet the required standard, contains significant shortcomings or is inconsistent with other responses | 1 - 2 |
| Completely fails to meet required standard or does not provide a response | 0 |

**Price** –with regards to the price evaluation, the lowest accepted (i.e. reasonable) submitted price will be awarded the maximum price score of **20%**. Thereafter, each tender will be ranked and scored in accordance with how much more expensive their respective price is compared to the lowest price (e.g. – if it is 50% more expensive than the lowest price, it will be awarded 50% less price points in comparison to the lowest price tender).

**Quality** - weighted scores will be calculated by multiplying the score for each quality criteria by its weighting. The weighted scores will be totalled for each tender. The totals will be normalised so that the normalised highest total will attract the highest Quality score of **80%**.

There is an overall quality threshold of **6 points**. If the summation of the weighted scores under each quality heading is below this figure, then the tender will no longer be considered, regardless of price.

**Freshwater Habitats Trust** reserves the right to withdraw this contract opportunity at any point, without notice, and will not be liable for any costs incurred by suppliers during any stage of the process. Suppliers should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

## INSTRUCTIONS TO TENDERERS

The proposed Tender timescales are as follows, however these are subject to change. In such an event, all Tenderers will be informed immediately via our In-tend supplier portal:

|  |  |
| --- | --- |
| **Tender Process** | **Deadline** |
| Invitation to Tender (ITT) placed on Contracts Finder | **16th December 2024** |
| Deadline for ITT clarifications / questions | **10th January 2025 (Midday 12pm)** |
| ITT response deadline | **10th January 2025 (Midday 12pm)** |
| Evaluation of ITT submissions | **13th – 15th January 2025** |
| Contract Award | **On or after 15th January 2025** |
| Standstill period (5 days) | **20th January 2025** |
| Contract Commencement date | **20th January 2025** |
| Pre-commencement meeting | **20th January 2025** |

Tenders submitted after the stipulated time and date advised will be rejected, unless exceptional circumstances are proven, such as clear evidence of postal guarantee or record of successful submission through In-tend.

Tenderers must ensure that their completed Assessment Document has been returned, by **10th January 2025**in order for their bids to be evaluated:

1. If your submission is via our [In-tend supplier portal](https://in-tendhost.co.uk/newforestnpa/aspx/Home), then it must be completed **10th January 2025**. Please note that you will have to register on this portal before you can view the Invitation to Tender document and submit a tender
2. If your submission is via email, please return it to: [tender@newforestnpa.gov.uk](mailto:tender@newforestnpa.gov.uk) - to arrive no later than **10th January 2025**
3. If you wish to post a hard copy reply, it must be marked for the attention of Tom Knott, to arrive no later than **10th January 2025** and sent to:

FAO: Tom Knott, Finance and Sustainable Procurement Officer – [NFSSF - 02 **– FHT Cadland Part 1]**

New Forest National Park Authority

Lymington Town Hall

Avenue Road

Lymington

Hampshire

SO41 9ZG.

Please note that you must ensure that the envelope used must bear **no mark to identify the sender**. Failure to comply with this may result in your tender being excluded from the evaluation process.

Please note that you may use either [In-tend](https://in-tendhost.co.uk/newforestnpa/aspx/Home) or post in submitting your responses, or both should you wish. Posted entries are sent at the risk of the supplier and confirmation of receipt will not be provided by the Authority, unless specifically requested by the supplier; the Authority will not be liable in any way for entries not received or delayed in the post. Furthermore, the Authority is unable to return any documentation provided, whether the supplier is successful or not.

The Authority shall keep all tenders received unopened until after the ITT submission deadline of **10th January 2025** Any tenders received after this time shall not be considered for evaluation and shall be returned promptly to the tenderer.

## CONDITIONS OF TENDER

The Terms and Conditions of Contract will be based on **NFNPA’s** General Standard Conditions of Contract, a copy of which can be found below:



**NFNPA** reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by suppliers during any stage of the process. Suppliers should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

### Representations

A supplier may contact the **Freshwater Habitats Trust** to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to suppliers.

No questions will be answered that provide a competitive advantage to any party interested in tendering.

Should questions arise during the tendering period, which in our judgment are of material significance, we will inform all suppliers to explain the nature of the question, and our formal reply. All suppliers should then take that reply into consideration when preparing their own bids and we will evaluate bids on the assumption that they have done so.

### Specification

For the avoidance of doubt, the contract specification shall include all requirements explicit or implied within this Invitation to Tender.

**NFNPA** reserves the right to withdraw this tender document and all funding contained within it without notice.

### Conflicts of Interest

Tenderers must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition, or if awarded any contract as a result of this opportunity. This also applies to any sub-contractors that the Tenderer wishes to employ as part of any contract.

Where Tenderers identify such potential conflicts, they should immediately state these to **NFNPA** and confirm how they intend to avoid such conflicts. **NFNPA** reserves the right to reject any Tender which, in the opinion of **NFNPA** gives rise, or could potentially give rise to, any conflict of interest.

### Tenders Excluded

No tender will be considered for acceptance if the supplier has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an employee of **Freshwater Habitats Trust or NFNPA.** If a supplier has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from the successful suppliers.

It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in the specification.

### Collusive Tendering

In submitting a tender against this contract, the supplier confirms that they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The supplier also certifies that at no time, before or following the submission of the tender, has the Supplier carried out any of the following acts:

i) communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure is required for the purpose of obtaining insurance

ii) entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted

iii) offering or paying or giving or agreeing to give any sum of money 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 tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

### Freedom of Information

The National Park Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and therefore information in relation to this tender may be requested by third parties. Requests for information will be considered on a case-by-case basis and consideration will be given as to whether or not the information is exempt from disclosure under the legislation.

Suppliers should identify if any of the information supplied by them is confidential or commercially sensitive and provide details of why they feel release of the information would prejudice their interests.  This will not guarantee that the information will not be disclosed but your views will be taken into account when considering a request.

It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be.  The timing of any request for information will be taken into account when determining whether or not the information is exempt, however suppliers should note that no information is likely to be regarded as exempt forever.

**Confidentiality**

The Tenderer (whether this Tender is accepted or not) and all other recipients of the Specification and documents (whether they submit a tender or not) shall treat the details of the Specification and the documents attached hereto as private and confidential and shall not disclose the details to any party.