# Appendix 8 to ITPD Part 1 13th November 2023 V2

THE COUNCIL OF THE LONDON BOROUGH OF EALING

TENDER FOR THE PROVISION OF [………………] SERVICE (“the Services”)

# CONFIDENTIALITY UNDERTAKING

**TO:** **The Council of the London Borough of Ealing**, **Town Hall, New Broadway, Ealing, London W5 2YX (“the Council”)**

**FROM**: …………………………………………………………………….

In consideration of your inviting us to tender for the Services, we declare and accept that we shall not during the tender for the Services or at any time thereafter disclose to any person (except as may be required or permitted by law) the tender documents for the Services, or any information contained therein or subsequently provided to us by you or on your behalf in connection with this tender, including but not limited to information relating to the **[**council’s OR contractor’s**]** staff currently providing the **[**…….……..**]** service, in order to allow us to assess and evaluate the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) to the above Service (“Confidential Information”).

We further declare and agree that:

1 We will use Confidential Information only for the purposes of preparing our tender submission and shall promptly return to the Council, uncopied, all Confidential Information if subsequently we are unable to tender or having tendered our tender is unsuccessful;

2 We shall neither dispose of nor part with possession of any Confidential Information except where the disclosure of such Confidential Information is essential for the procurement of an insurance quotation and/or performance bond in connection with the Tender;

1. We shall not divulge to any third party (and ensure no person employed by us or acting on our behalf divulges) any Confidential Information except to our professional advisers and provided that such advisers maintain the confidentiality of the Confidential Information;
2. We declare that we are and shall remain registered under the Data Protection Act 1998;
3. We shall indemnify you against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this Undertaking;
4. The obligations of confidentiality and prohibitions undertaken by us in this Undertaking shall cease to apply to any Confidential Information which:

(a) becomes generally known or available to the public through no act or default by us; or

(b) is already known to us prior to disclosure by you; or

1. becomes known to us by disclosure from a third party which has lawful right to disclose the same; or
2. is required to be disclosed as a matter of law or pursuant to the regulations of the London Stock Exchange.

7 We will ensure that our employees, contractors and persons acting on our behalf comply with this Undertaking.

8 We acknowledge that in the event of a breach by us of this Undertaking the Council may treat any tender submitted by us as invalid and of no effect.

**................................……………………**

**Signature**

**................................……………………**

**Name**

**................................……………………**

**Office/Position held**

**................................……………………**

**Date**

**For and on behalf of: ..........................................................................………….....**

**Address: ..........................................................................………….....**

**..........................................................................………….....**

**..........................................................................………….....**