**Appendix D Important legal notice**

**No implied contract**

* 1. NorseCare Ltd (“the authority” or, where the context so requires, “We”) does not make any binding commitment to actual or potential tenderers (“Applicants” or, where the context so requires “you”) or to any other party about its conduct of this procurement exercise, other than to abide by its statutory obligations and the express terms of this Important Legal Notice.

**Acceptance of conditions**

* 1. Any Applicant who participates in this procurement exercise shall be deemed to accept the above condition and the conditions set out below. These conditions form the entire understanding between the parties about the conduct of the tender exercise.
  2. NorseCare Ltd will not accept any change to the terms of this legal notice and in the event that any Applicant submits any tender or notice which seeks to change these conditions the purported change shall be void, even if NorseCare Ltd considers the Applicant’s completed application.

**Communications, information and notices**

* 1. Applicants shall not, in connection with this procurement exercise, rely on any communication from NorseCare Ltd (including without limitation any notice published by NorseCare Ltd and any information published on any web site) unless it specifically states that it concerns this procurement exercise and bears the reference number stated on the front page of this document. Applicants shall not rely on any communication which is not in writing.
  2. Information supplied by NorseCare Ltd is subject to constant updating and amendment in the future and is necessarily selective and is supplied for general guidance in the preparation of tenders. It does not purport to contain all of the information which Applicants may require and Applicants must satisfy themselves by their own investigations about the accuracy of such information.
  3. NorseCare Ltd has taken reasonable steps to ensure, as at the date of each document supplied by NorseCare Ltd in connection with this procurement (“Procurement Document”), that the facts which are contained in or provided with each such document are true and accurate in all material respects. But NorseCare Ltd does not make any representation or warranty as to the accuracy or completeness of the Procurement Documents, or the reasonableness of any assumptions on which they may be based. NorseCare Ltd accepts no liability to Applicants however arising, whether resulting from the use of the information provided, or from any omissions from or deficiencies in the information. As such, NorseCare Ltd cannot accept responsibility for any inaccurate information obtained by Applicants.
  4. Any notice from any person in connection with this procurement exercise must be sent to the Contact Name and Address stated in the Procurement Process Data in accordance with the relevant timescales.

**Amendments to the procurement process**

* 1. NorseCare Ltd may at its sole discretion change any aspect of, or stop this procurement exercise at any point and if it stops the exercise (or the procurement of any lot or lots therein) need not provide any Applicant with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.

**Applicants’ costs**

* 1. NorseCare Ltd will not under any circumstances be liable to pay Applicants for any costs incurred as a result of their participating in this procurement exercise.

**Standstill period and award decision notice**

* 1. NorseCare Ltd shall have no obligation to Applicants concerning debriefing beyond those contained in the Public Contracts Regulations 2015 (as amended). NorseCare Ltd will observe a standstill period and will not appoint to the framework until after midnight on the tenth day after the award decision notice has been issued to the Applicants if a standstill period is deemed necessary.
  2. Applicants hereby agree that they will not reveal NorseCare Ltd’s provisional award decision to any person (other than staff, Directors, trustees or professional advisers who have a need to know) until the completion of the standstill period if applied, and that they will place a similar obligation on any person to whom they notify NorseCare Ltd’s provisional decision.

**Confidentiality, Freedom of Information and Intellectual Property**

* 1. NorseCare Ltd is subject to laws about access to information including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Audit Commission Act 1998. NorseCare Ltd may - despite any claim made by any Applicant that any information is given in confidence or is confidential in nature – release any information it holds in accordance with the law, subject to NorseCare Ltd’s discretion concerning any applicable exemption or the application of any public interest test. It is important to note that information may be commercially sensitive for a time - for example, during a tender process - but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. Applicants should note that no information is likely to be regarded as exempt forever.
  2. Any working documents produced by NorseCare Ltd in the course of evaluation shall remain confidential to and the property of NorseCare Ltd and need not be retained by NorseCare Ltd.
  3. All intellectual property rights in the Procurement Documents and all materials provided by NorseCare Ltd or its professional advisers, consultants or information providers in connection with this tender and tender process are and shall remain the property of NorseCare Ltd and/or its professional advisers, consultants and/or information providers. The information they contain shall be used only for the purpose of preparing a tender and delivering any resulting contract.
  4. The contents of the Procurement Documents together with all other information, materials, specifications or other documents provided pursuant to or in the course of this procurement exercise, or prepared by the Applicants specifically for such purposes, shall be treated at all times as confidential by the Applicants unless put in the public domain by NorseCare Ltd. Applicants may not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Applicant´s company or group or use them for any purpose other than for the preparation and submission of responses to the Procurement Documents. Applicants may not publicise NorseCare Ltd’s name or the tender without the prior written consent of NorseCare Ltd.
  5. Applicants must seek the approval of NorseCare Ltd before providing to third parties any information provided in confidence by NorseCare Ltd and shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

**Collusion, canvassing, bribery and corruption**

* 1. Applicants shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from responding to the procurement exercise or submit an excessively high price or an otherwise unattractive or non-compliant offer nor enter into any price-fixing agreement with any other person in respect of this procurement process.
  2. Applicants shall not, in connection with this procurement process or the proposed contract:
  3. offer any inducement, fee or reward to any officer or member of NorseCare Ltd;
  4. do anything which would constitute a breach of section 117(2) of the Local Government Act 1972 or of the Bribery Act 2010; or
  5. canvass any officer or member of NorseCare Ltd in connection with the response/tender about any aspect of the proposed contract or for soliciting information in connection therewith.
  6. If any Applicant or any employee of any Applicant or any third party acting on behalf of any Applicant commits an act detailed in clauses 1.17 or 1.18 or offers, promises or gives any bribe or inducement or makes any improper threat or colludes (or offers or agrees to collude) with any other Applicant in connection with this procurement exercise then, in addition to any criminal sanction such conduct may attract, NorseCare Ltd may:
  7. immediately exclude that Applicant’s offer from consideration;
  8. exclude that Applicant from future procurement exercises;
  9. terminate any contract entered into with that Applicant; and
  10. recover from that Applicant the reasonable costs of re-running this procurement exercise and any consequential losses (including loss of anticipated savings) which result from any delay in letting a contract.
  11. If any person approaches any Applicant seeking any bribe or making any offer to collude in respect of this procurement exercise, that Applicant is to contact NorseCare Ltd’s Managing Director immediately.