



## **Lambeth Integrated Community Musculoskeletal Therapy Service (C232911)**

**Integrated & Specialist Medicine - GSTT**

**Invitation To Tender (Instructions to Bidders)**

**Ref: ST24-P045**



**SmartTogether Procurement**

Serving Guy's & St Thomas' NHS Foundation Trust, Lewisham and Greenwich NHS Trust, Great Ormond Street Hospital for Children NHS Foundation Trust, South London and Maudsley NHS Foundation Trust and Oxleas NHS Foundation Trust

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## 1. Introduction

You are invited to submit a tender for the Authority's requirement for the Lambeth Integrated Community Musculoskeletal Therapy Service ST24-P045.

The Authority has a requirement for an Integrated Community Musculoskeletal Therapy Service. The current Lambeth Integrated MSK sub-contract has been running since 2014. VITA Health Group are the current providers.

GSTT hold an overall contract with Lambeth ICB for the delivery of the community MSK service. This includes partnership working with local GP practices.

## 2. About our Trusts

### 2.1. Guy's and St Thomas' NHS Foundation Trust

Guy's and St Thomas' is among the UK's busiest and most successful NHS foundation trusts. The Trust provides a full range of hospital and community services for people in Lambeth, Southwark and Lewisham, as well as specialist care for patients from further afield including cancer, renal, orthopaedic and cardiovascular services.

- Royal Brompton and Harefield hospitals provide specialist heart and lung services across the country.
- Guy's is home to the largest dental school in Europe and a state of the art cancer centre.
- As part of our commitment to provide care closer to home, we also offer cancer services and kidney treatment at Queen Mary's Hospital in Sidcup.
- St Thomas' has one of the busiest emergency departments in London. It is also home to Evelina London Children's Hospital.
- Evelina London cares for local children in Lambeth and Southwark and provides specialist services across south east England including cardiac, renal and critical care services.
- Our adult community services teams deliver care at the heart of the local communities we serve, working in partnership with GPs, local authorities and other healthcare and voluntary sector organisations

With over 22,000 staff the Trust is one of the largest local employers, the Trust aims to develop and support all staff so they are able to deliver high quality, safe and efficient care.

The trust has a reputation for clinical excellence and high quality teaching and research. The Trust is part of King's Health Partners, one of six accredited UK Academic Health Sciences Centres. In partnership with King's College London the Trust has dedicated clinical research facilities and a National Institute for Health Research (NIHR) Biomedical Research Centre.

For more information please see <https://www.guysandstthomas.nhs.uk>

### 2.2. Anchor Institutions

Our Trusts are Anchor Institutions within the local communities that they serve. Procurement has a key role in supporting the Trusts developing their role as Anchor Institutions.

An anchor institution is one that, alongside its main function, plays a significant and recognised role in a locality by making a strategic contribution to the local economy. As an

anchor institution, the NHS influences the health and wellbeing of communities by simply being there. But by choosing to invest in and work with others locally and responsibly the NHS and its Suppliers can have an even greater impact on the wider factors that make us healthy.

## What makes the NHS an anchor institution?

NHS organisations are rooted in their communities. Through its size and scale, the NHS can positively contribute to local areas in many ways beyond providing health care. The NHS can make a difference to local people by:

- Purchasing more locally and for social benefit**  
In England alone, the NHS spends £27bn every year on goods and services.
- Using buildings and spaces to support communities**  
The NHS occupies 8,253 sites across England on 6,500 hectares of land.
- Working more closely with local partners**  
The NHS can learn from others, spread good ideas and model civic responsibility.
- Widening access to quality work**  
The NHS is the UK's biggest employer, with 1.6 million staff.
- Reducing its environmental impact**  
The NHS is responsible for 40% of the public sector's carbon footprint.

As an anchor institution, the NHS influences the health and wellbeing of communities simply by being there. But by choosing to invest in and work with others locally and responsibly, the NHS can have an even greater impact on the wider factors that make us healthy.

The Health Foundation

References available at [www.health.org.uk/anchor-institutions](http://www.health.org.uk/anchor-institutions)  
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### 3. Sourcing Route

This requirement is being sourced under the Public Contracts Regulations 2015 using the Open Tender route

### 4. Contract Duration

The Authority is looking to appoint to a sole Supplier for the provision of the requirement. The contract will be for a period of three (3) years with an option to extend for two (2) periods of 12 months, pending price and performance.

### 5. Contract Value

The indicative whole life costs of this requirement are estimated to be between £2,500,00.00 and £ 3,000,000.00, (excluding vat), including all possible extensions to the contract.

## 6. Documentation

### 6.1. Documents Outlining the Requirement

The following documents form part of this tender package:

- Invitation to Tender (this document)
- Contract Document
- Specification

### 6.2. Documents to be Completed and Returned

These documents need completing by the supplier and returning via the eTendering portal.

- Selection Questionnaire (note this is an “online” form within the eTendering Portal)
- Supplier Information (note this is an “online” form within the eTendering Portal)
- Technical Response Document
- Commercial Response Document
- Net Zero and Social Value Response Document
- Supplier Declarations (note this is an “online” form within the eTendering Portal)

## 7. Timetable

Activity	Date Due
Publish tender documents and notices	Tues 28-May-2024
Prospective Supplier Q&A Day	Fri 7-June-2024
Deadline for Clarification Questions	Thurs 20-June-2024@ midday
Deadline for ITT Submissions	Thurs 27-June-2024@ midday
Standstill period	Mon 15-July-2024
Contract signatures	Fri 2-Aug-2024
Mobilisation period starts (2 months)	Mon 5-Aug-2024
Contract Start Date (Formal Go Live)	Mon 7-Oct-2024

## 8. Suppliers day (proposed date: afternoon of Wed May 22)

A Supplier's day will be held for this requirement **via teams**. It is not mandatory to attend this day but attendance is recommended. You will be able to meet the Authorities stakeholders, understand the requirement and ask questions. Any additional information from the day will be distributed to all bidders.

Suppliers should contact the following person:

Name: Trevor Hayes – Clinical Sourcing Manager

Email: [Trevor.Hayes@gstt.nhs.uk](mailto:Trevor.Hayes@gstt.nhs.uk)

## 9. Procurement Process

The Procurement Shared Service has adopted the Health Family Single eCommercial System for all of its tender activity. This tender process will be conducted entirely via self-service downloading of all documentation and submission in an electronic format only (unless otherwise requested).

Any communication regarding this tender must also to be received through the eCommercial System in order to keep an accurate record all activity relating to the tender.

There is no need for you to inform the Procurement Dept directly of your intention to participate as the eCommercial System will automatically record that you have downloaded the documentation available.

All submitted responses (your offer) must be capable of acceptance in its own right with no need for negotiation or clarification.

This competition is split into the following sections:

### 9.1. Selection Questionnaire / Supplier Information

This section contains suitability assessment questions designed to determine whether suppliers meet minimum levels of suitability and to gather the necessary details to understand the nature of the organisation and legal entity participating in the tender and the composition of the supply chain. This section is not scored but is marked as pass or fail.

Suppliers will be subject to an appraisal of their economic and financial standing. Suppliers deemed to have insufficient economic and financial standing to deliver this requirement will be rejected.

In this section suppliers will be required to confirm that they accept the Authorities Terms and Conditions of contract. Suppliers must ensure their appropriate internal functions review these before submitting their proposals. Any bids not accepting the Authorities Terms and Conditions will be rejected.

#### **Guidance: This is for Over Threshold only if you wish to use it**

For this requirement it has been determined that the annual value of a contract should represent no more than 50% of your turnover. If it does you will need to consider how you can show that you will not become dependent on it or the Authority. Providing a good business plan and track record will help as proof.

**This Section is marked as Pass or Fail**

## **9.2. Technical Evaluation**

This section evaluates your technical proposal to meet the Authority's requirement. Questions that are scored will show the marks available for that response in the question text.

**30%** of marks are available for this section.

The percentage mark available for each question is shown in the technical response document.

## **9.3. Commercial Evaluation**

This section evaluates the whole life cost. Marks awarded to this section are calculated automatically. The supplier with the lowest overall cost is allocated full marks, other suppliers are then allocated marks on a pro-rata basis. For example, a supplier twice as expensive as the cheapest will receive half the maximum score available.

**30%** of marks are available for this section.

## **9.4. E - Net Zero and Social Value Evaluation**

Social value will be explicitly evaluated in this procurement, where the requirements are related and proportionate to the subject-matter of this requirement. Where appropriate specific questions have been included in the response questions.

**10%** of marks are available for this section.

The percentage mark available for each question is shown in the Net Zero and Social Value response document.

## **9.5. Carbon Reduction Plan**

This section records the Suppliers commitment to reducing Carbon Emissions.

**This Section is marked as Pass or Fail**

## **9.6. ICT Security Assurance Assessment Questionnaire**

As part of our Information Security Assurance requirements, we require the successful bidder to complete and return a security assessment to enable us to ascertain if information is being appropriately protected and to determine if there are further actions required to meet our standards.

**This Section is marked as Pass or Fail**

## **9.7. Geographical Location**

With the focus of the service being located in South Lambeth, marks are awarded for service providers to be located in the community of South Lambeth.

**30%** of marks are available for this section.

## 10. Question Marking

### 10.1. Written Questions

All questions with the exception of Pass or Fail questions and commercial responses will be scored using a scale of 0 to 4, with each number corresponding to a minimum level of information required in the respective response and will be measured against predetermined and objective criteria. This will then be applied to the respective weighting of the section to produce a weighted score.

0 = Failure to understand and/or failure to substantial failure to provide and/or provides no confidence that the requirements will be delivered. **Responses scoring 0 for any question will be deemed not fit for purpose and the supplier's proposal will be rejected.**

1 = Some misunderstandings and a generally low level of information and detail provided. Fails to meet the requirements in many ways and/or materially in one or more ways, and provides insufficient confidence of ability to meet and deliver the requirements.

2 = Generally understands and addresses issues appropriately. Some areas of misunderstanding, provide a low level of detail, and/or provide more of a "model answer" than a true commitment, so only provides some confidence they will deliver requirements.

3 = Good understanding of the issues, good level of detail, and demonstrated that proposals are feasible so that there is a good level of confidence that they will deliver the requirements.

4 = High degree of confidence that the Potential Provider's proposal will meet the requirements, demonstrated through a very good understanding of the issues and what is being asked for. Proposals set out how and what will be delivered.

#### Worked Examples (based on 70% available marks)

Question	Question weighting	Mark awarded (0-4)	Question overall score
Question 1	10%	3	7.5
Question 2	10%	4	10.0
Question 3	30%	2	15.0
Question 4	20%	1	5.0
<b>Total</b>	<b>70%</b>		<b>37.5</b>

## 10.2. Commercial Evaluation

Scores are allocated based upon the whole life value of the Suppliers Proposal. The supplier with the lowest overall whole life value will be awarded the maximum marks available for this section.

Other suppliers will be awarded marks in proportion to their overall cost, against the lowest cost supplier.

$$\text{Marks Available} \times (\text{Lowest Cost Received} / \text{Supplier Cost})$$

**Worked Example** (based on 40% available marks)

Supplier	Total Cost	Marks Awarded
Supplier A	£100,000	40%
Supplier B	£200,000	20%
Supplier C	£133,000	30%

## 10.3. Equal Scores

In the event that there is a tie in scores (to 2 decimal places) after the evaluation has finished, then the supplier in joint 1<sup>st</sup> place with the lowest overall cost will be deemed the Authorities preferred bidder.

## 10.4. Responses to Questions

Supplier's responses to a question will be scored as "standalone", unless otherwise cross referenced. Therefore, information provided in other questions will not be considered when evaluators are scoring unless cross referenced. If part of a response uses information provided in a previous question, either; clearly cross reference or provide the information again, within the context of the question being answered.

## 10.5. Word Limits

Unless stated otherwise there are no word limits on responses to individual questions. Suppliers should however be conscious that long "copy and paste" responses may make it difficult for evaluators to identify the substance of your answer.

Where a word limit is specified, evaluators will be told to discount those parts of the response that exceed the word count.

# 11. Evaluation General

## 11.1. Abnormally Low Tenders

Where a proposal is abnormally low, the Authority will require tenderers to explain in writing the price or costs proposed. Where the evidence supplied does not satisfactorily account for the low level of price or costs the Employer will reject it.

## 11.2. Variations

The Authority will consider variations to the stated specifications provided they provide the same functionality as the stated specifications. Suppliers must indicate in their proposals where they have suggested a different specification and or material and why.

### **11.3. Shortlisting**

It is intended that the highest scoring suppliers will be invited to a meeting to clarify their bids. ma

No additional marks are available for the clarification meetings, the interview will be used to clarify and if necessary revise the marks awarded from the original tender submission.

### **11.4. General**

Tenders must be submitted in English and in Pounds Sterling.

Under regulation 56-3 of the Public Contract Regulations 2015 the Authority reserves the right to examine tenders before verifying the absence of grounds for exclusion and the fulfilment of the selection criteria. Where the Employer makes use of that possibility, it will ensure that the verification of absence of grounds for exclusion and of fulfilment of the selection criteria is carried out in an impartial and transparent manner so that no contract is awarded to a Contractor that—

- (i) should have been excluded , or
- (ii) does not meet the selection criteria set out by the contracting Employer.

### **11.5. Tender Validity Period**

Tenders are to remain open for acceptance by the Authority, for a minimum of 120 days from the Tender return date.

### **11.6. Award of Contract and 10-Day Standstill Period**

Please be aware that the Authority is not required to accept the lowest priced or any of the tenders submitted.

In the event that all of the Specification or any Lots advertised cannot be provided by the first placed Tenderer, the Authority reserves the right to award this contract on a part basis and or to multiple providers. This will be communicated to Tenderers via a Clarification stage.

Tenderers should also be aware that the Authority will notify unsuccessful bidders ten calendar days in advance of awarding a contract arising from this Tender. This communication will advise the following:

- a. The name of the successful bidder.
- b. A reminder of the award criteria followed.
- c. The scores awarded to the preferred bidder against each of those criteria.
- d. The scores awarded to your organisation in comparison to the preferred bidder.
- e. Where possible we shall provide you with constructive feedback about your bid highlighting where you scored well and also reasoning behind lower marks achieved.

## **12. Clarification Questions**

### **12.1. Clarification questions from Suppliers**

Should Suppliers have any questions on this documentation?

- They should only be sent in writing via the Authority's e-Sourcing messaging system.
- Clarification questions must not be submitted by any other means.
- Each set of Clarification questions must be sent as a new message. Do not ask additional questions by replying to messages received from the Authority as they may be missed.

- Questions should be typed in the message body, do not submit questions via attachments.

The Authority will endeavour to answer clarification questions within three (3) working days following the day of receipt. Suppliers are asked to note that any clarification questions should be submitted before the given deadline. Any received after that time will not be answered. Suppliers are therefore encouraged to carefully review the entire document immediately upon receipt and identify and submit any clarification questions as soon as possible.

In order to maintain equality between Suppliers, the Authority will normally provide a copy of any clarification questions and the answers to those questions to all Suppliers. Provision will be made for Suppliers to request clarification in confidence but in responding to such requests the Authority will reserve the right to act in what it considers to be the best interests of the procurement.

The identity of the Supplier or individual submitting the clarification question will not be disclosed to other Suppliers when the answers to clarification questions are circulated.

### **12.2. Clarification questions from the Authority**

The Authority reserves the right to require Suppliers to clarify their submissions in writing. Any such request will be made via the e-Sourcing system.

Such clarification questions are not intended to be a means of eliciting additional information that was not initially requested in the Tender Document Set.

Nor are they intended to give Suppliers an opportunity to correct incomplete or otherwise non-compliant submissions.

Failure to respond adequately or in a timely manner to clarification questions may result in a Supplier not being considered further in the procurement.

## **13. Terms and Conditions of Contract**

### **13.1. Contract**

The contract will use the Terms and Conditions of Contract included in this Tender. It is vital that the Supplier reviews these carefully, and takes account of all information such as, key performance indicators and insurance requirements and that their proposal fully takes account of these. By submitting a response, suppliers are agreeing to be bound by the Terms and Conditions.

The Authority retains the right to reject any proposal that does not accept in full the attached terms and conditions.

### **13.2. Catalogue Guidance: Amend, delete as needed**

The successful supplier will be required to submit a catalogue of the product items on the Authorities template, an excel spreadsheet.

A catalogue increases the proportion of correct purchase orders, reduces invoices queries and thus reduces the time to issue a purchase order and to pay supplier invoices.

A copy of the template is included in the tender documentation.

### 13.3. Purchase Orders

The Authority has a no Purchase Order, no pay policy in place. Any work or expense the successful supplier undertakes prior to receipt of a purchase order is undertaken solely at the supplier's risk. Any invoice the supplier submits must quote a valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements will be rejected by the Authority.

## 14. Consortia and subcontractors

If the Supplier is a consortium or will rely on sub-contractors to deliver the contract, it must explain in its Tender which parts will be sub-contracted, who the sub-contractors are, confirm the sub-contractor has agreed terms of supply and what contractual commitment it has from the sub-contractor to deliver.

The following terms apply:

**Consortium arrangement** - Groups of companies come together specifically for the purpose of bidding for appointment as the supplier and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.

**Subcontracting arrangement** - Groups of companies come together specifically for the purpose of bidding for appointment as the supplier, but envisage that one of their number will be the supplier, the remaining members of that group will be subcontractors to the supplier.

Suppliers may not change a consortium structure or the identity of any proposed sub-contractors without the prior written consent of the Authority.

## 15. Instruction to Suppliers

No information contained in this document or in any communication made between the Authority and any potential supplier in connection with this document shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this document.

The Authority 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 the Authority incur any liability to any supplier in respect of this document, any supporting documentation and/or the tender process.

The Supplier is expected to examine all of the instructions, forms, and specifications that comprise this document. Failure to provide all of the requested information, in the correct format, may result in the return being rejected. Where information or documentation to be submitted by Suppliers is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the Supplier(s) concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

Under regulation 56(3) of the Public Contract Regulations 2015 the Authority reserves the right to examine tenders before verifying the absence of grounds for exclusion and the fulfilment of the selection criteria. Where the Authority makes use of that possibility, it will ensure that the verification of absence of grounds for exclusion and of fulfilment of the selection criteria is carried out in an impartial and transparent manner so that no contract is awarded to a supplier that—

(i) should have been excluded , or

(ii) Does not meet the selection criteria set out by the contracting authority.

## **16. Bid Costs**

The Authority will not be liable for any bid costs, expenditure, work, or effort incurred by a Bidder in proceeding with or participating in this procurement, even if the procurement process is amended or terminated.

## **17. Information and Confidentiality**

Information that is supplied to suppliers as part of the procurement exercise is supplied in good faith. However, suppliers must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the suppliers of such information, unless such information has been supplied fraudulently by the Authority.

All information supplied to suppliers by the Authority in connection with this procurement exercise shall be regarded as confidential. By submitting an offer the supplier agrees to be bound by the obligation to preserve the confidentiality of all such information. This invitation and its accompanying documents shall remain the property of the Authority and must be returned on demand.

Potential suppliers must obtain for themselves at their own responsibility and expense, all information necessary for the preparation of their return.

The supplier shall only use information contained within this tender for the Purposes intended for it. The supplier shall effect and maintain adequate technical, organisational and security measures to safeguard the information from unauthorised access, use or misappropriation. Where the supplier becomes aware of any unauthorised use, copying, loss or disclosure of the information, they shall notify the Authority and provide all reasonable assistance to stop and, where possible, to remedy further unauthorised use, copying, loss and/or disclosure.

The supplier will not be in breach of this clause where any disclosure is required by law or by any court of competent jurisdiction or any disclosure permitted below.

Neither party shall make or permit others to make any reference to this information or use of the other party's name in any public announcements or promotional marketing or sales materials or efforts without the prior written consent of the other party.

## **18. Permitted Disclosure**

The supplier may communicate or disclose information to its staff on a strict need to know basis and provided that each and every person to whom the information is made available:

- is made aware, before any disclosure of information of its confidential nature;
- is made aware that they owe a duty of confidence to the Disclosing Party; and
- is under a written agreement to observe the duty of confidentiality.

The supplier shall not be in breach of this agreement where it uses information and it can document and demonstrate that the information concerned:

- was independently developed by the supplier without access or use of the Authority's information;

- was lawfully received from an independent third party by the supplier without any restriction or obligation of confidentiality; or
- is or becomes publicly available through no fault of the tender

## **19. Ownership of material and Intellectual Property Rights**

All material contained in this tender shall remain the property of the Authority and shall not be reproduced in whole or in part without the Authority's written consent. Any copies shall become the Authority's property and the supplier shall ensure that all copies display the copyright and/or other proprietary notice.

The Authority does not grant any proprietary rights to the supplier including, without limitation, any intellectual property rights based on or relating to the Confidential Information. The supplier shall not make, have made, use or sell for any purpose any product or service using, incorporating or derived from any Confidential Information of the Authority.

## **20. Return of Information**

When the tender is completed, or at any time on the written request of the Authority, the supplier shall return all information, all materials embodying any Confidential Information, including any copies to the Authority.

## **21. Cross-Government**

All public bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any of the supplier's documentation/information (including any that the supplier considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the supplier to the Authority during this procurement and any subsequent contract. The information will not be disclosed outside Government. Suppliers taking part in this competition consent to these terms as part of the competition process.

Suppliers must agree that the Authority may disclose the supplier's information / documentation more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

## **22. Transparency (PPN01/17)**

As a result of government policy to achieve greater transparency in public procurement and help deliver improved value for money, the Authority is obliged to publish contract documents for all contracts with a whole life value of over £25,000 on Contracts Finder - <https://www.contractsfinder.service.gov.uk/Search>

On 24 March 2015, the Government published a set of general transparency principles (<https://www.gov.uk/government/publications/transparency-of-suppliers-andgovernment-to-the-public>) that require public procurers to proactively disclose contract and related information that may previously have been withheld on grounds of commercial

confidentiality. In compliance with these requirements, the Authority intends where appropriate to publish the following types of information:

- contract price and any incentivisation mechanisms
- performance metrics and management of them
- plans for management of underperformance and its financial impact
- governance arrangements including through supply chains where significant contract value rests with subcontractors
- resource plans
- service improvement plans

## **23. Freedom of Information Act (FOIA)**

Suppliers should be aware of the Authority's obligations and responsibilities under the Freedom of Information Act (FOIA) to disclose, on request, recorded information held by them. Information provided by suppliers in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the FOIA applies.

The Authority may also include certain information in the publication scheme which it maintains under the FOIA. In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004, the Authority may consider it appropriate to ask suppliers for their views as to the release of any information before a decision on how to respond to a request is made.

In dealing with requests for information under the FOIA, the Authority must comply with a strict timetable and the Authority would, therefore, expect a timely response to any such consultation within five working days.

If suppliers provide any information to the Authority in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which a supplier wishes to be held in confidence, then suppliers must clearly identify in their offer documentation the information to which suppliers consider a duty of confidentiality applies.

Suppliers must give a clear indication which material is to be considered confidential and why it is considered to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "Commercial in Confidence" will no longer be appropriate. In addition, marking any material by virtue of such marking will no longer be appropriate.

Where a supplier has indicated that information is confidential, the Authority may be required to disclose it under the FOIA if a request is received. The Authority cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

In certain circumstances where information has not been provided in confidence, the Authority may still wish to consult with suppliers about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. The decision as to which information will be disclosed is reserved to the Authority in question, notwithstanding any consultation with the supplier.