

# **Invitation to Tender for the Provision of Event Crew Services**

## **Document 3 – Notes to Tenderers**

### **Responding to the Invitation to Tender (ITT)**

#### Introduction

- 1 ACC Liverpool reserves the right to reject any tenderer which fails to comply fully with the requirements of the selection process set out or referred to in this ITT.
- 2 Failure to submit a tender, in whole or in part, may disqualify the tenderer from the procurement, and ACC Liverpool may undertake no further evaluation of that tender. Failure to furnish the required information or supply documentation referred to in responses, within the specified timescale, may also mean that an organisation is not awarded the contract.
- 3 Tenderers should be aware that erroneous or incorrect responses may result in their not being awarded the contract. In the case where the error or mis-representation is not discovered until after the contract is awarded, ACC Liverpool reserves the right to terminate the contract and all costs incurred by ACC Liverpool as a result of the termination shall be recoverable from the tenderer accordingly.
- 4 ACC Liverpool reserves the right to terminate the procurement process and does not undertake to award a contract to any organisation. In no circumstances shall ACC Liverpool be liable for any costs incurred by an organisation in relation to the procurement process or entering into a contract.
- 5 By participating in the procurement process, organisations agree and accept that they are bound by all of the terms of this ITT. The submission of a tender will imply the full acceptance of the provisions of this ITT by the relevant tenderer. Any attempt to qualify any of the provisions of this ITT may result in a bid being disqualified.
- 6 Any questions for clarification or further information in respect of the procurement should be submitted by e-mail to [purchasing@accliverpool.com](mailto:purchasing@accliverpool.com) by no later than noon on 22 May 2017. No approach of any kind in connection with this ITT or a tenderer's submission should be made to any other person within, or associated with, ACC Liverpool.
- 7 If ACC Liverpool considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all tenderers who have been invited to tender.

#### ACC Liverpool Information and ACC Liverpool liability

- 8 Information given by ACC Liverpool ("ACC Liverpool Information") is provided in good faith. Technical information may be incomplete, or even contradictory, where it relates to different time periods or methods of information gathering. ACC Liverpool Information is intended only as an explanation of ACC Liverpool's requirements and is not intended to form the basis of an organisation's decision as to whether to enter into a

relationship with ACC Liverpool. Organisations will be expected to test and verify any information that has a bearing on their proposals.

- 9 ACC Liverpool Information does not purport to be all-inclusive or to contain all the information that a prospective contractor may require. Organisations must take their own steps to verify any information which they use and must make an independent assessment of the opportunities described in ACC Liverpool Information after making such investigation and taking such advice as they think necessary.
- 10 Neither ACC Liverpool nor its members, directors, officers, employees, agents or advisers make any representation or give any warranty as to the adequacy, accuracy, reasonableness, or completeness of ACC Liverpool Information. Organisations considering entering into a relationship with ACC Liverpool should make their own enquiries and investigations of ACC Liverpool's requirements.
- 11 Neither ACC Liverpool nor its professional advisers shall be liable for any loss or damage arising as a result of reliance on ACC Liverpool Information nor for any expenses incurred by organisations at any time in connection with the procurement process.
- 12 Any advisers appointed by ACC Liverpool, whether legal, financial, technical or otherwise, will not be responsible to anyone other than ACC Liverpool for providing advice in connection with this procurement process.

#### Sub contractors

- 13 Where an organisation intends to use sub-contractors, it will be its responsibility to provide such sub-contractor with all necessary information. Where information about the organisation is requested in negotiations or any procurement documentation, such information must be provided for the principal contractor and all sub-contractors.

#### Costs of procurement

- 14 Organisations remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the organisation in connection with their bids, at any time, and whether incurred directly by them or their advisors or subcontractors and regardless of whether such costs arise as a consequence, direct or indirect, of any amendments made to this ITT by ACC Liverpool at any time.

#### Collusion and canvassing

- 15 Any attempt by any organisation or its appointed advisers to influence the procurement process in any way will result in the relevant bid being disqualified. Specifically, organisations shall not directly or indirectly at any time:
  - 15.1 fix or adjust the amount or content of any bid in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed provider of finance;
  - 15.2 communicate to any person other than ACC Liverpool (other than in order to obtain quotations for supplies, services or finance) or seek to obtain information about the amount or content of any other bid;

- 15.3 enter into any agreement or arrangement with any other person that will result in such a person refraining from submitting a bid;
- 15.4 enter into any agreement or arrangement with any other person as to the form, content or amount of this bid or any other bid;
- 15.5 offer or pay a sum of money, incentive or valuable consideration to any person proposing to effect changes in or omissions from any other bid; nor
- 15.6 contravene any provisions of the Bribery Act 2010.

Direct or indirect canvassing by an organisation or its appointed advisors in relation to the procurement or any attempt to obtain information from any of the officers, employees, or agents of ACC Liverpool or their appointed advisors concerning another organisation or another bid will result in disqualification.

#### Change of control

- 16 ACC Liverpool must be notified in writing of any change in the control, composition, or membership of an organisation that has taken place or takes place at any time prior to execution of any contract.