

A nighttime photograph of the Battersea Arts Centre, a large, ornate brick building with multiple stories and arched windows. The building is illuminated by streetlights, and there are light trails from traffic in the foreground. A sign on the building reads "BATTERSEA ARTS CENTRE".

# Invitation to Tender

## *Cleaning Service Delivery*

### *May 2026*

#### **Mission Statement:**

We harness the power of arts and creativity, to inspire a future that is more **inclusive**, more **sustainable**, and more **fair**



*Dance Academy, Autumn 2024  
Image by London Marathon Foundation*

# 1. Introduction

## Our Purpose & Impact

**Battersea Arts Centre (BAC)** is an inclusive home for creative freedom, with a commitment to driving individual and social change. Based in the historic Grade-II\* listed, former Town Hall of Battersea, we deliver a range of year-round projects to **empower young people, platform artists, and support local communities.**

In 2024, we celebrated BAC's 50<sup>th</sup> anniversary, and this year, we will play a vital role in Wandsworth's London Borough of Culture campaign, sparking opportunities to reach more audiences and local communities.

### Our 2024 highlights:



**International Award, The Stage Awards 2024**

celebrating our ambitious and global contemporary performance programme



**110 young people took part in BAC Next Gen**

empowering them through the transformative power of creative engagement



**20 Community Hires hosted in our Grand Hall**

welcoming hundreds of underserved local residents for community events



**10,667 audiences welcomed with Pay What You Can**

widening access to arts and culture by removing a socio-economic barrier



## Our Theory of Change

Having a deep understanding of our local socio-economic landscape, and the challenges and needs of our community, we employ a **Theory of Change methodology**. This is audience-led and purpose-driven, to devise projects with, and for, our community and young people to drive lasting impact and change. Our methodology is underpinned by our **Inclusive Practice Strategy** which ensures a rigorous approach to **diversity, access and inclusion** in all that we do.

BAC's purpose is anchored in 3 distinct areas: **creative freedom** – to champion freedom of speech and bold artistic ideas, **radical inclusion** – to make cultural opportunities truly accessible and welcoming, and **internationalism** – to become the London hub for global communities. All our projects utilise an **Evaluation Methodology** that measures **individual and social change** across all projects, allowing us to keep our decision-making data-driven, whilst holding ourselves accountable to local neighbours, creative networks, and emerging cultural leaders within our community.



*Next Gen Producers, Spring 2024  
Image by Takenya Holness*



# Our Work: Artists

BAC's public programme welcomes thousands of audiences every spring, autumn, and throughout the festive season. As the winner of The Stage Awards' **International Award**, our programming vision prioritises internationalism, drawing on partnerships with artists and companies globally, while supporting local artists in internationalising their practice.

Through our **Creative Development** programme, we work to support artists at all levels of their career to create extraordinary new work that is deeply rooted in the present moment and responds to the most urgent questions of our time. Our work includes:

**Making Space** – providing time in our rehearsal spaces free of hire charges to develop work

**Commissions** – including **New Dimensions**, a programme delivered in partnership with 4 other UK organisations to cultivate contemporary work of scale to tour nationally and internationally, and **Making Waves**, a new collaborative commissioning programme with 10 national partners

**Open Research** – a curated programmes of talks and sharings, in conversation with thinkers and activists, it is an opportunity for artists to bring audiences into their making process, to collectively unpick a series of enquiries and begin to imagine how these might translate into a future performance

**Festivals and Focus Programme** – such as Bloom Festival and Homegrown Festival, while also collaborating with festivals (LIFT, Dance Umbrella, Shubbak) to co-present works at BAC



*Nowhere by Khalid Abdalla, Autumn 2024  
Image by Helen Murray*



## Our Work: Young People

As cultural leaders in social change, we believe it is of vital importance to provide free, ready-to-access creative activities to underserved young people, particularly within a wider context of marginalisation of the arts within education settings. Our **Next Gen** programmes are aimed at **young people aged 11-29** from areas of limited access to, and provision of, cultural opportunities.

We believe that engaging with one's creativity can have huge benefits to a young person's confidence and self-belief. We believe that when young people have a space to try something new & 'learn through doing', this can inspire a greater sense of agency over their future. Ultimately, this leads to better career prospects, greater understanding of career pathways, enhanced social mobility, and a positive impact on wellbeing. Our Next Gen programmes include:

**Academies: Beatbox and Dance** – providing free beatboxing and hip-hop/street dance workshops during term time to nurture creative expression

**Next Gen Producers** – our flagship creative professional development programme which nurtures and upskills emerging cultural makers from underrepresented groups

**The Agency** – a creative entrepreneurship programme that enables young people from some of the most underserved areas to create lasting social change in their communities



*Homegrown Festival, Spring 2024  
Image by Chimna Lionn*



# Our Work: Community Impact

As a vital civic resource, strongly connected to its local community, BAC plays a key role in promoting community cohesion, civic pride, and fostering a sense of belonging and identity for locals. Following the pandemic, we have sought to provide regular, sustained delivery and impact to our community through our year-round Communities programmes. Opening up our building and engaging with our local community in this way speaks to our Inclusive Practice Strategy and BAC's old dictum from its time as Battersea Town Hall: *'Not for me, not for you, but for us'*. Last summer we released a short film highlighting the extraordinary individuals and groups that form the fabric of BAC's vibrant and diverse community. Watch the short film [HERE](#).

Our Communities programmes include:

**Community Partners and Community Hires** – providing grassroots local organisations with in-kind studio spaces and venue hire to deliver workshops and events for underserved local residents

**Community Christmas Day** – a warm and welcoming Christmas lunch and festive activities for local residents who may be struggling financially or spending the holiday alone

**Community Garden** – offering volunteer workshops in the summer to cultivate a sense of belonging and improve physical health and wellbeing. BAC's Community Garden was created after a devastating fire destroyed our Grand Hall in 2015, with several planters built from repurposed beams that used to hold up the Grand Hall for decades of community gatherings



*Community Garden, 2024  
Image by Harry Elletson*



*Community Christmas Day, 2023  
Image by BAC*

## 1. Introduction

Battersea Arts Centre (BAC) is an independent arts organisation and registered charity based in London, producing and presenting innovative theatre and live performance, supporting artists, and engaging communities locally, nationally, and internationally.

BAC operates as a **complex, high-footfall, multi-use venue** with extended opening hours and a diverse programme of artistic, commercial, and community activity.

BAC is inviting suitably experienced and qualified suppliers to submit tenders for the provision of a **fully managed cleaning service**.

We are not simply seeking a cleaning contractor—we are seeking a partner. The successful supplier will play a vital role in shaping how our building feels, functions, and is experienced by thousands of artists, audiences, participants, and staff each year. In a live, creative environment where activity shifts constantly and first impressions matter deeply, cleaning is not a background service; it is fundamental to safety, accessibility, and the overall quality of experience.

We are therefore looking for a supplier who will work alongside us with care, responsiveness, and shared responsibility—someone who takes pride in the building as we do, communicates openly, adapts to our needs, and actively contributes to maintaining BAC as a welcoming, well-cared-for Home for the Extraordinary.

Battersea Arts Centre is a **Grade II listed, RIBA award-winning Victorian Town Hall**, featuring original marble work, mosaic flooring, and other historic finishes. These heritage elements require careful, informed cleaning using appropriate methods and products to prevent damage. The appointed contractor must understand how to work sensitively within a listed building and play an active role in preserving its character and condition.

The appointed contractor will act as the **primary provider of cleaning services**, responsible for ensuring the building is consistently:

- Clean
- Safe
- Customer-ready
- Fit for purpose

This Invitation to tender sets out BAC's:

- Operational requirements
- Performance expectations
- Tender process

The cleaning contract is overseen by the General Manager and day to day operations of the contract over seen by the Heritage Buildings & Facilities Manager

This is a 3 year contract term with the potential for two 1 year extensions.

## 2. Organisational Overview

BAC operates from a complex building comprising:

- Performance and Events spaces (e.g. Grand Hall, Council Chamber, Studio spaces)
- Public foyers and circulation areas
- Café and bar spaces
- Kitchens
- Periodic Kitchen deep cleans
- Offices and meeting rooms
- Bedrooms
- Back-of-house and technical areas
- Road / Garden
- Entrance and Exits

Key characteristics:

- High footfall and intensive use
- Rapidly changing daily schedules
- Mix of public, private, and technical environments
- Extended hours (including evenings and weekends)
- Live performance and event environment

The cleaning service must therefore be:

- **Flexible and responsive**
- **Operationally integrated**
- **Customer-focused**
- **Proactive and accountable**

A virtual tour of the building can be found here -

<https://bac.org.uk/access/#virtual-tour>

A Map of the public spaces can be found in Appendix 1.

Detailed plans of the Offices and Bedroom spaces will be shared with suppliers who move to phase 2 of the Tender Process.

## 4. Tender Objectives

BAC seeks to appoint a delivery partner who will:

- Deliver a **high-quality, outcome-based cleaning service**
- Operate with **professional judgement and common sense**
- Work as a **collaborative partner**
- Provide **clear communication and accountability**
- Support a **live performance environment** by working in **high-pressure event** settings and collaborating with internal and external teams during event setup.
- Deliver **continuous improvement and value for money**
- Proactive Cleaning measures - **High Level of Attention to Detail**

Strategic objectives include:

- Single point of responsibility for cleaning services
- Continuous improvement and innovation
- Strong partnership working
- Sustainable and environmentally responsible delivery

## 5. Scope of Services

The contractor will provide a **comprehensive cleaning service**, including:

### 5.1 Core Services

- Regular cleaning of all internal areas
- Washroom cleaning and hygiene services
- Waste management
- Floor care (all surface types)
- Surface, fixture, and furniture cleaning
- Exterior cleaning – keeping fire escapes free from debris
- Window Cleaning in certain areas.

## 5.2 Additional Services

- Ad hoc cleaning
- Event cleaning (front-facing and reactive)
- Periodic deep cleaning
- High-level cleaning at height
- Specialist surface cleaning

## 5.3 Service Model Requirement

The contractor must:

- Deliver **cleaning outcomes, not just hours**
- Adapt to **daily operational schedules**
- Provide **flexible resource allocation**
- Proactively identify cleaning needs

## 6. Operational & Technical Requirements

### 6.1 Cleaning Standards

BAC expects a **consistently high standard of cleanliness**, aligned with best practice.

All cleaned areas must be:

- Free from dirt, dust, debris, stains, and residue
- Dry and safe
- Free from odour
- Visually clean and presentable

Standards must align with recognised cleaning categories:

- Office areas
- Bedrooms
- High-usage public areas
- Rehearsal Spaces
- Hygiene-critical areas (e.g. toilets, kitchens)

## 6.2 Cleaning Approach

BAC requires a **hybrid model**:

### Scheduled Cleaning

- Defined tasks and frequencies
- Coverage across all spaces

### Proactive Cleaning

- Cleaners must:
  - Identify visible issues
  - Act without instruction
  - Prioritise critical areas

### Feedback Loop

- Contractors must:
  - Report incomplete tasks
  - Flag insufficient hours
  - Recommend improvements

## 6.3 Specialist Surfaces & Assets

The contractor must:

- Undertake a **full site audit on mobilisation**
- Produce a **cleaning method statement per surface**
- Use **appropriate products only**

Special consideration must be given to:

- Listed or heritage surfaces
- Dance floors
- Technical and performance equipment
- Mosaic or specialist flooring
- Sustainable use of materials and cleaning products

The contractor is liable for damage caused by inappropriate cleaning methods

## 6.4 Bedrooms & Accommodation Cleaning

Battersea Arts Centre has **eight on-site bedrooms** used by visiting artists, collaborators, and guests. These spaces require a consistent, high-quality cleaning service that reflects the standards of a professional hospitality environment.

These are serviced by

- Two Toilets
- Three Shower Rooms
- One Access Bathroom
- One non-commercial kitchen (high traffic)

Used by the guests.

### Service Requirements

- Regular cleaning of all bedrooms and associated facilities (including bathrooms where applicable)
- Ensuring rooms are clean, hygienic, and ready for occupation
- Replenishment of consumables as required
- Reporting of maintenance or damage issues

### Operational Model

- Bedroom cleaning will primarily be coordinated by the **live-in accommodation coordinator**
- External cleaners may be booked as required to support cleaning delivery

### Laundry Services

- Laundry is typically managed on-site using BAC staff and facilities
- The contractor may be required to:
  - Support laundry turnaround during peak periods
  - Provide cover during periods of staff sickness or leave

## **Flexibility**

The contractor must:

- Provide flexible support aligned with occupancy levels
- Respond to short-notice requests where reasonably possible
- Work collaboratively with the accommodation host

## **Standards**

Bedrooms must be maintained to a:

- High standard of cleanliness
- Comfortable and welcoming condition
- Standard appropriate for professional guest accommodation

### **6.5 Ad Hoc & Event Cleaning**

The contractor must provide:

- Reliable ad hoc cleaning services
- Event cleaning staff for high end live events
- Rapid response capability

Requirements:

- Clear booking system
- Flexible notice periods
- Transparent pricing

Event cleaners must:

- Be visible and proactive
- Respond to spills and incidents
- Maintain public-facing standards

### **6.6 Washrooms & Hygiene**

Washrooms must be maintained to **highest hygiene standards**:

- Fully cleaned and sanitised

- Fully stocked at all times in collaboration with the BAC facilities team
- Free from odour and contamination

The contractor must:

- Provide consumables and Manage consumables ensuring adequate stock and regular replacement of equipment to ensure the hygiene standards
- Prevent cross-contamination
- Manage sanitary disposal (please itemise this cost separately)

### **6.7 Biohazard & Incident Cleaning**

The contractor must:

- Be trained and equipped to handle:
  - Bodily fluids
  - Needles and hazardous waste
  - Severe contamination

Clear procedures must be in place for:

- Incident response
- Safe disposal
- Staff safety

### **6.8 Waste Management**

The contractor will:

- Empty all bins across all spaces
- Transport waste to designated areas
- Support recycling targets

The contractor must:

- Not rely on BAC staff to relocate bins
- Ensure full coverage across all accessible spaces

## **6.9 External Areas**

The contractor will:

- Maintain entrance areas
- Manage litter in immediate surroundings
- Clean smoking areas

## **6.10 Keyholding & Security**

The contractor must:

- Operate a secure key management system
- Maintain records of access
- Ensure building security at all times

BAC may require:

- Lockbox systems
- Sign-in/out procedures
- Staff identification

The contractor is liable for:

- Loss of keys
- Security breaches

## **6.11 Staffing & Training**

The contractor must:

- Provide sufficient staffing levels
- Ensure continuity of service
- Provide trained and competent staff
- Adhere to BAC Policies

Training must include:

- Cleaning methods
- Product use
- Health & safety
- Customer service
- Building-specific requirements

Staff must:

- Be identifiable
- Be professional
- Act as ambassadors for BAC
- Adapt to uniform requirements for events (Smart Black to be worn)
- Adhere to BAC Policies

## **6.12 Communication & Reporting**

The contractor must provide:

- Daily communication channels
- Visibility of staff attendance
- Incident reporting

Systems may include:

- Digital logs
- Sign-in systems
- Messaging platforms

Regular reporting must include:

- Performance data
- Issues and risks
- Improvement recommendations

## **7. Commercial Delivery Requirements**

BAC requires:

- Transparent pricing structure
- Clear separation of:
  - Core contract
  - Ad hoc services
- Flexibility in service delivery

Contractors must:

- Demonstrate commercial flexibility

- Adjust services based on operational needs
- Provide value for money

## **8. Service Levels & Performance Monitoring**

Performance will be monitored through:

### **Daily Management**

- Self-monitoring systems
- On-site checks

### **Contract Reviews**

- Monthly or quarterly reviews
- KPI reporting

### **KPIs may include:**

- Cleaning quality
- Reliability
- Responsiveness
- Communication

Performance monitoring must include:

- Reporting systems
- Escalation procedures

## **9. Onboarding & Transition**

The successful contractor must:

- Undertake full building audit
- Develop cleaning schedules
- Establish product specifications
- Implement communication systems

Transition must include:

- Knowledge transfer
- Staff onboarding
- Immediate issue resolution

## **10. Tender Response Requirements**

### **Phase one – Expression of Interest**

Suppliers must include:

#### **Company Information**

- Company Name, Address, Post code, Website
- Overview, ethos and values
- Relevant experience (including venue/arts / charity sector)

#### **Service Model**

- Cleaning methodology
- Staffing model
- Communication approach

#### **References**

- Minimum two relevant clients

**Following these successful applications will be invited to the site for a full building tour and discussion with the General Manger and relevant operations team members following which we will require a full cleaning tender response covering the following areas:**

### **Phase two: Full tender submission**

#### **Operational Delivery**

- Description of Services offered
- Approach to BAC environment
- Support hours and availability
- Account management approach

- Specialist cleaning capability
- Event support
- Cleaning schedule matrix (rooms × frequency × standard)
- KPI framework

### **Commercial Proposal**

- Clear Pricing structure
- Any charitable or not-for-profit discounts
- Inclusions and Exclusions
- Rates for Event Staffing
- Staffing model template
- Staff salary levels

### **11. Evaluation Criteria**

Tenders will be evaluated based on:

- Quality of service proposal
- Understanding of BAC requirements
- Organisational values alignment
- Operational capability
- Experience and references
- Value for money

## 12. Procurement Timetable (Indicative)

| Activity                                     | Date  |
|--|---|
| ITT issued                                   | Friday 8 <sup>th</sup> May                                  |
| Clarification questions deadline             | Monday 25 <sup>th</sup> May                                 |
| EOI deadline                                 | Friday 5 <sup>th</sup> June                                 |
| Site Visits<br>Tender Submission<br>deadline | Friday 19 <sup>th</sup> June<br>Friday 3 <sup>rd</sup> July |
| Shortlisting                                 | By Friday 10 <sup>th</sup> July                             |
| Meetings (if needed)                         | Wednesday 15 <sup>th</sup> July                             |
| Appointment                                  | Monday 20 <sup>th</sup> July                                |
| Contract Start Ideally                       | 1 <sup>st</sup> September                                   |

## 13. Instructions for Responding

Submissions must:

- Be complete and compliant
- Address all requirements
- Be submitted by deadline

Expressions of Interest should be sent to [lorrainel@bac.org.uk](mailto:lorrainel@bac.org.uk) by 17.00 Friday 5<sup>th</sup> June 2026.

All documents required as part of your tender response should be sent to [lorrainel@bac.org.uk](mailto:lorrainel@bac.org.uk) by **17:00** (London) GMT Friday 3<sup>rd</sup> July 2026.

You have the option to send a postal copy by the same deadline:

BAC, Lavender Hill, London, SW11 5TN

## **11. Submission Requirement**

The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by BAC.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document, you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## **12. Clarification Questions**

- All clarification requests should be submitted via email to [lorrainel@bac.org.uk](mailto:lorrainel@bac.org.uk) no later than 5pm on Monday 25 May 2026. BAC is under no obligation to respond to clarification requests received after the Clarification Deadline.
- Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.
- BAC reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made.
- BAC may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to BAC by any deadline

notified to you, your tender response may be rejected in full, and you may be disqualified from this Procurement Process.

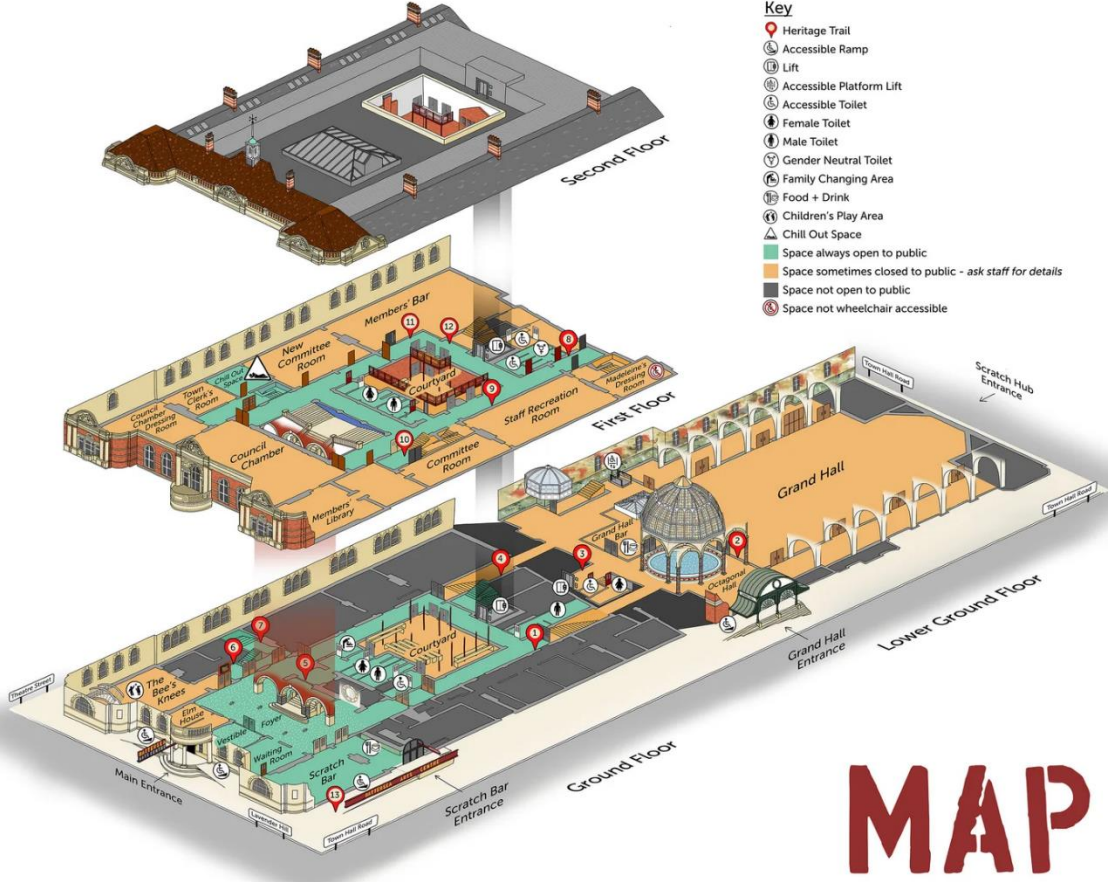
**Full Tender Conditions and Contractual Requirements can be found in Appendix 2**

### **13. Contact Details**

All correspondence relating to this ITT should be directed to:

**Lorraine Lecourtois Managing Director – Battersea Arts Centre**  
[Lorrainel@bac.org.uk](mailto:Lorrainel@bac.org.uk)

# Appendix 1



# MAP

# Appendix 2

**Tender Conditions and Contractual Requirements** This section of the ITT sets out BAC’s contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process (“Procurement Process”).

The contracting authority is Battersea Arts Centre which includes any subsidiary companies.

The appointed supplier will be expected to deliver the goods and/or provide services remotely from their own office.

The contract awarded will be between June 2026 – August 2026 We will aim to coordinate the transfer of secure information, details of the system and onboarding from existing IT company during this time.

## **General Policy Requirements**

By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable. BAC policies relevant to the goods and/or services being supplied.

Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

Third party verifications – Your tender response is submitted on the basis that you consent to BAC carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by BAC for such purposes.

Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue, but The Place will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of BAC

Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify BAC promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

Amendments to the ITT – At any time prior to the Response Deadline, BAC may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Response Deadline shall, at the discretion of BAC, be extended.

Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of BAC's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by BAC as part of this Procurement Process.

Rejection of tender responses or other documents – A tender response or any other document requested by BAC may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided.
- contains handwritten amendments which have not been initialled by the authorised signatory.
- does not reflect and confirm full and unconditional compliance with all of the documents issued by BAC forming part of the ITT.
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by BAC in any way.
- is not submitted in a manner consistent with the provisions set out in this ITT.
- is received after the Response Deadline.

Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling BAC to reject a tender response apply and/or if you or your appointed adviser's attempt:

- to inappropriately influence this Procurement Process.
- to fix or set the price for goods or services.
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response.
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted; or
- to collude in any other way
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of BAC concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

BAC shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that The Place shall have no liability to a disqualified potential supplier in these circumstances.

Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from BAC any costs, expenses, or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, BAC is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT, but BAC reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or

deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, BAC will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirement of this ITT.

Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of BAC in relation to fraud or in other circumstances where BAC liability may not be limited under any applicable law.

### **Confidentiality and Information Governance**

All information supplied to you by BAC, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless BAC has given express written consent to the relevant communication.

BAC reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, BAC. BAC further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as

referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by BAC in accordance with such rights reserved by it under this paragraph.

Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with BAC instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on BAC's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

### **Tender Validity**

Your response should remain open for acceptance for a period of 60 days from the Response Deadline. A response valid for a shorter period may be rejected.