

1. Important Notices

1.1 [Confidentiality](#)

Subject to the exceptions referred to below, the information in this Invitation to Tender (“ITT”) is made available by Everything ICT (“EICT”, “we”, “us”, “our”) on condition that Suppliers shall:

- 1.1.1. At all times treat such information as confidential;
- 1.1.2. Not disclose, copy, reproduce, distribute or pass the information to any other third person; and
- 1.1.3. Not use the information for any purpose other than for the legitimate purpose of making (or deciding whether to make) a bid (“Tender”) for the supply of goods and services (“Services”) (as described in further detail in section 2.4 below).

Notwithstanding the conditions referred to above, Suppliers may disclose, distribute or pass information to another person if:

- 1.1.4. Done for the sole purpose of enabling a Tender to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this ITT; or
- 1.1.5. EICT gives its prior written consent in relation to such disclosure, distribution or passing of information.

EICT may disclose any information relating to the Tenders it receives to its directors, officers, employees, agents, advisers, the Trust or school. EICT also reserves the right to disseminate information that is materially relevant to the Services to all Suppliers, even if the information has only been requested by one Supplier.

Where a supplier elects not to submit a tender, or submits a tender and is subsequently unsuccessful, all copies of the ITT documentation and any related materials (in whatever form) must be promptly returned to Everything ICT or securely destroyed within thirty (30) elapsed days.

1.2 [Accuracy of information and liability of EICT and its advisers](#)

- 1.2.1 The information contained in this ITT has been prepared by EICT in good faith but does not purport to be comprehensive or to have been independently verified. EICT does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Supplier or its professional advisors and any liability therefor is hereby expressly disclaimed.
- 1.2.2 Suppliers considering entering into a contractual relationship with EICT should make their own enquiries and investigations of the requirements. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed agreement.
- 1.2.3 Nothing in this ITT is, or should be relied upon as, a promise or representation as to the future. EICT does not undertake to provide Suppliers with access to any additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent. EICT reserves the right, without prior notice, to change the procedures outlined in this ITT or to terminate discussions and the delivery of information at any time before entering into a

contract for the Services

1.3 [Canvassing](#)

Any Supplier who, in connection with its Tender for the Services:

- 1.3.1 Offers an inducement, fee or award to any representative of EICT or any person in connection with the evaluation of Tenders for the Services; or
- 1.3.2 Does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010, will be disqualified (without prejudice to any other civil remedies available to EICT and without prejudice to any criminal liability that such conduct by a Supplier may attract) from further participation in the competition for the Services.

1.4 [Non-collusion](#)

Any Supplier who, in connection with its Tender for the Services:

- 1.4.1 Fixes or adjusts its Tender by or in accordance with any agreement or arrangement with any other Supplier;
- 1.4.2 Enters into any agreement or arrangement with any other Supplier to refrain from making a Tender or to alter, in any way the content of any Tender to be submitted;
- 1.4.3 Causes or induces any person to enter into any such agreement as referred to in paragraph 1.4.1 or 1.4.2 above or to inform any other Supplier of the content of any other Tender for the Services;
 - or
 - offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other Tender or proposed Tender for the Services;
 - or
 - communicates to any person (outside its consortium, its professional and financial advisers) the content of its proposed Tender will be disqualified (without prejudice to any other civil remedies available to EICT and without prejudice to any criminal liability that such conduct by a Supplier may attract) from further participation in the competition for the Services;

1.5 [Conflict of Interest](#)

Suppliers must declare to EICT anything that will, may, or could be perceived by any person acting reasonably to represent a conflict of interest whether known at the time of submission or discovered after the submission has been made.

1.6 [EICT's right to reject tenders](#)

- 1.6.1 The issue of this ITT in no way commits EICT to award any contract pursuant to this Tender process. EICT is not bound to accept any Tender and reserves the right to accept any Tender either in whole or in part.
- 1.6.2 EICT reserves the right to reject any or all of the responses received and discontinue the Tender process and/or reject any incomplete or incorrectly

completed responses.

- 1.6.3 Tenders will be checked initially for compliance with the requirements of this ITT and for completeness. Clarification may be sought from Suppliers in order to determine if a Tender is complete and compliant. At the sole discretion of EICT any Tender that is not substantially complete and/or compliant with the requirements of this ITT may be rejected without further consideration.

1.7 [Tender costs](#)

Suppliers shall bear their own costs and in no circumstances whatsoever shall EICT become liable for any tendering costs, nor shall EICT be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by a Supplier as a result of that Supplier not being awarded a contract pursuant to this Tender process.

1.8 [Disclaimer](#)

This ITT is being issued by EICT as part of an internal supplier mini-competition to determine in our absolute discretion the most appropriate Supplier to which a subcontract may be awarded in line with the award of a contract by the School to EICT for provision of the Services under the terms of the Everything ICT Framework. Whilst our internal competition and selection processes may mirror the terms and requirements of The Public Contracts Regulations 2015 (“**Regulations**”) nothing in this ITT nor any related communication should be viewed as in any way construing or implying that this competition is being run as a further competition under the terms of Regulation 33 governing the award of contracts under framework agreements.