

Important notices

6.0 Important Notices

6.1 Confidentiality

Subject to the exceptions referred to below, the information in this ITT is made available by Power to Change on condition that bidders shall:

- 6.1.1 at all times treat such information as confidential.
- 6.1.2 not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen.
- 6.1.3 not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid for the Contract.

Notwithstanding the conditions referred to in paragraphs 6.1.1 to 6.1.3 above, bidders may disclose, distribute or pass information to another person if:

- 6.1.4 done for the sole purpose of enabling a bid 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
- 6.1.5 Power to Change gives its prior written consent in relation to such disclosure

Power to Change may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. Power to Change also reserves the right to disseminate information that is materially relevant to the Contract to all bidders, even if the information has only been requested by one bidder. Power to Change will act reasonably as regards the protection of commercially sensitive information relating to the bidder.

6.2 Accuracy of Information and Liability of The Power to Change and their Advisers

The information contained in this ITT has been prepared by Power to Change in good faith but does not purport to be comprehensive or to have been independently verified. Power to Change does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes 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 bidder or its professional advisers and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with Power to Change should make their own enquiries and investigations of Power to Change's requirements. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed agreement.

Nothing in this ITT is, or should be, relied upon as a promise or representation as to the future and Power to Change does not undertake to provide bidders with access to any

additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent. The Power to Change 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 the Contract.

6.3 Anti-Collusion

Any bidder who, in connection with the competition for the selection of bidders for the Contract:

- 6.3.1 Fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other bidder;
- 6.3.2 Enters into any agreement or arrangement with any other bidder to refrain from making a bid or to alter, in any way, the content of any bid to be submitted;
- 6.3.3 Causes or induces any person to enter into any such agreement as referred to in paragraph 6.3.1 or 6.3.2 above or to inform any other bidder of the content of any other bid for the Contract;
- 6.3.4 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 bid or proposed bid for the Contract;
- 6.3.5 Communicates to any person (outside its consortium, its professional and financial advisers other than Power to Change or any person duly appointed by Power to Change) the content of its proposed bid, will be disqualified (without prejudice to any other civil remedies available to Power to Change and without prejudice to any criminal liability that such conduct by a bidder may attract) from further participation in the competition for the Contract.

Bidders agree to the anti-collusion clause by returning a completed ITT Response.

6.4 Non-Canvassing

Any bidder who, in connection with its bid for the Contract:

- 6.4.1 Offers an inducement, fee or award to any representative of Power to Change or any person acting as an adviser to Power to Change in connection with the selection of bidders for the Contract; or
- 6.4.2 Does anything which would constitute a breach of the Bribery Act 2010 or the Prevention of Corruption Acts 1889 to 1916

will be disqualified (without prejudice to any other civil remedies available to Power to

Change and without prejudice to any criminal liability that such conduct by a bidder may attract) from further participation in the competition for the Contract.

Bidders agree to the Non-Canvassing clause by returning a completed ITT Response.

6.5 Copyright

The copyright in this ITT is vested in Power to Change and may not be reproduced, copied or stored in any medium without the prior written consent of Power to Change. This ITT and any document issued to bidders supplemental to it shall remain the property of Power to Change and shall be returned upon demand.

6.6 Confidentiality

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the Contract, any publicity activity with any section of the media in relation to the Contract other than with the prior written consent of Power to Change (in relation to the form and content of the proposed publicity).

6.7 Power to Change's Right to Reject Bids

Notwithstanding anything else stated in this ITT, the issue of this ITT in no way commits Power to Change to enter into the Contract or any other agreement whatsoever. Power to Change is not bound to accept any bid and reserves the right to accept any bid either in whole or in part.

Power to Change reserves the right to reject any or all of the responses received and discontinue the bidding process and/or reject any incomplete or incorrectly completed responses.

Bids will be checked initially for compliance with the requirements of this ITT and for completeness. Clarification may be sought from bidders in order to determine if a bid is complete and compliant. Bids that are not substantially complete and/or compliant with the requirements of this ITT may be rejected.

6.8 Power to Change's Diversity Approach

Power to Change is committed to the advancement of equality, diversity and inclusion.

Power to Change seeks to be a genuinely fair and inclusive organisation by advancing equality and diversity through its supplier (procurement and contracting) policies and practices.

Power to Change believes diversity drives great outcomes through encouraging the different points of view that come from a diverse workforce. Power to Change believes that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way we work more powerful, more innovative and effective.

Power to Change is therefore committed to working with a rich diversity of suppliers and to ensuring its suppliers and contractors advance equality and diversity in the discharge of their duties.

6.9 Time

The Power to Change reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

6.10 Bid Costs and Loss of Profits

Bidders shall bear their own costs and in no circumstances whatsoever shall The Power to Change become liable for any bidding costs, nor shall The Power to Change be liable for any loss of profits, loss of Contracts or other costs or losses suffered or incurred by a bidder as a result of that bidder not being awarded one or more Contracts pursuant to this procurement process. The Power to Change shall similarly not be liable in the event that the procurement process is cancelled, whatever the reason.