Volume 0 - Instructions for Tendering

London Stadium

|  |  |  |
| --- | --- | --- |
| Contract Title: | | Engineering technical support for structures and events |
| Date: | | March 2020 |
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# Introduction

London Stadium is seeking to appoint engineering adviser(s) to support its ongoing investments, improvements and adjustments to the venue.

London Stadium is a 60,000 multi-event venue in the heart of the Queen Elizabeth Olympic Park. The venue hosts Premier League football, international athletics, Major League Baseball, international rugby, Concerts and a range of conferences and community events.

The Stadium has a major capital investment programme, in the current year of £12m value. The works include improvements to the seating system, capital investment in workforce and spectator facilities, as well as Lifecycle investment to ensure the venue remains at the top of its game.

We are looking for engineering practices to provide support and advice on the investment programme.

Your company must have relevant experience from similar venues events to those staged at the London Stadium. Nominated staff must also have appropriate qualifications, experience and skills to deliver the services required.

The London Stadium or “LS” (the Contracting Authority) is a subsidiary of the London Legacy Development Corporation, the body established through powers provided to the Mayor of London in the Localism Act 2011, and is accountable to Londoners through the Mayor.

The Contracting Authority is responsible for ensuring the efficient running of London Stadium and that the venue is integrated with surrounding communities, contributes to local regeneration and social improvement aims, creates strong linkages with local sport clubs and educational bodies and delivers a financial return.

The purpose of this document is to provide participants with information about the Invitation to Tender (‘ITT’) and the Contract which the Contracting Authority is seeking to procure and to inform Tenderers how to prepare their Tenders.

This document also provides direction on what Tenderers must submit and how to submit it. It also explains the procurement process and provides specific information relating to the Contract. Tenderers should read all parts of the ITT before responding.

Organisation of this ITT

This ITT is organised into the following **documents**:

* **Volume 0: Instructions for Tendering** (this document) **–** Explains the general purpose and structure of this ITT and describes the information Tenderers should include in their technical and commercial submissions. This document also explains how the Contracting Authority will determine compliance and evaluate Tender submissions including providing details of the Award Criteria.
* **Volume 1: The Contract –** Is a standardised minor services contract., which all Tenderers need to read and confirm agreement to and upon which the successful Tenderer will enter into the agreement with the Contracting Authority.

To submit a tender, you must submit a response that addresses both the technical and commercial information.

Disclaimers

This ITT and all other procurement documents associated with the Procurement process are made available in good faith. Neither the Contracting Authority, nor any of its advisers or representatives acting on the Contracting Authority’s behalf:

* accept any liability for the information, any statement, opinion and/or conclusion contained within this ITT (including all supporting documentation) or for any written, oral or other communication transmitted or otherwise made available to any Tenderer in connection with the Procurement (“Information”);
* give any representation or warranty, express or implied, in relation to any of the information and/or concerning the reasonableness , accuracy, adequacy or completeness of any of the Information; or
* shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on the information, and / or the management of or conduct of the Contracting Authority during the Procurement.

The Contracting Authority reserves the right to do the following with no liability on its part:

* waive any requirements of the Procurement contained within this ITT;
* request additional information by way of clarification from Tenderers in relation to any aspect of their response to this ITT;
* disqualify any Tenderer (i) whose Tender does not meet the minimum requirements set out in this ITT or (ii) whose Tender is not in accordance with the Contracting Authority’s instructions and requirements as set out in this ITT and any such instructions and requirements as may be supplemented by the Contracting Authority from time to time;
* withdraw this ITT or any part of or the whole of this Procurement process at any time or to re-invite responses on the same or any alternative basis;
* not award the whole of or a part of the Contract as a result of this Procurement process; or;
* make whatever changes it sees fit to the timetable, structure and/or content of the Procurement process.

The Contracting Authority reserves the right to reject or disqualify a Tenderer where:

* their response to this ITT is submitted late, is completed incorrectly, is incomplete or fails to meet the Contracting Authority’s requirements or instructions as set out in this ITT;
* the Tenderer (including any Relevant Company) is guilty of serious misrepresentation in relation to any response made by the Tenderer or a Relevant Company, and/or any aspect of this Procurement process;
* if, in the Contracting Authority’s reasonable opinion, there is an actual or potential commercial, professional, financial or other conflict of interest arising including one between the interests of the Contracting Authority and the Tenderer, a Relevant Company, any sub-contractor of the Tenderer or any of their respective professional advisers. Any conflicts that may exist must be resolved to the satisfaction of the Contracting Authority.

All Tenderers are solely responsible for all their costs and expenses (and any costs and expenses of any Relevant Company or any party associated with the Procurement) incurred in connection with this Procurement process irrespective of the stage in the Procurement process at which it occurred. Under no circumstances will the Contracting Authority, or any of its advisers or representatives acting on its behalf, be liable for any costs or expenses borne by or on behalf of the Tenderer a Relevant Company or any party associated with the Procurement.

The Contracting Authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. The Contracting Authority may at its sole discretion be required to disclose any information submitted by Tenderers as part of their response to this ITT.

The submission of a Tender response by a Tenderer to this ITT will be deemed to imply acceptance by the Tenderer and all Relevant Companies (if any) of the terms and conditions (including the disclaimers) in this ITT without qualification.

Nothing in this process is intended to form any express or implied contractual relationship between the Contracting Authority and the Tenderer unless the Contract is awarded. None of the information provided in the procurement documents can constitute a contract or part of a contract. Only the express terms of any written contact with any successful Tenderer, as and when it is executed, will have any contractual effect in connection with the matter to which the information in the procurement documents relates.

# Tendering Instructions

All communications between Tenderers and the Contracting Authority and all Tenders submitted to the Contracting Authority must be in English. This means that all responses submitted to the Contracting Authority must be in English and all supporting documentation should also be in English or be supported by an accredited English translation, which must be provided at no cost to the Contracting Authority, which will be the sole document used for the purpose of Evaluation.

All Tenders must be submitted in accordance with the terms of this ITT and contain:

* **Technical Submission** – all questions in the technical section must be addressed and responded to. Technical submissions should be structured in accordance with the questions, using Arial font size 11. Some questions may require ancillary documents (such as evidence) to be provided to support the answer. If required, this will be stated in the question.
* **Commercial Submission** – the pricing schedule must be completed. For the avoidance of doubt, all prices submitted must be exclusive of VAT. Commercial Submissions are to be submitted using the Pricing Schedule included at Appendix B. All line items are to be priced and Tenderers should not remove any line items. If a Tenderer believes the Pricing Schedule does not fully itemise the scope of work, additional items may be added to the end of the relevant section.

Tenders must remain open for acceptance by the Contracting Authority for the minimum period of four months commencing from the deadline for receipt of Initial Tenders.

All documentation and materials must be received by the Contracting Authority on or before the required relevant deadline for receipt as set out in the Procurement Timetable - Specifically 5pm on the 30 March 2020.

Tenders not complying with the ITT instructions may be rejected. Any tender in respect of which the Tenderer (or any Relevant Company or other company associated with the Tenderer):

* has directly or indirectly canvassed an official of the Contracting Authority or obtained information from any other person who has been engaged to provide the Works to the Contracting Authority in relation to the Works or who has directly or indirectly obtained or attempted to obtain information from any such official or person concerning any other Tenderer or Tender submitted by any other Tenderer in relation to this Procurement process; or
* fixes or adjusts any Price by or in accordance with any agreement or arrangement with any other Tenderer; or
* communicates to any person other than the Contracting Authority the amount or approximate amount of the Price, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or for the purposes of obtaining insurance, financing and/or security associated solely with the Contract; or
* enters into any agreement with any other person to prevent such other person from submitting a tender or limiting or restricting the Price to be submitted by another Tenderer or prospective Tenderer in its tender; or
* offers or agrees to pay any person having a direct connection with this Contract or gives any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done any of the foregoing in relation to any other Tenderer; or
* commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or the Bribery Act 2010;

shall be rejected by the Contracting Authority without further consideration provided that such rejection shall be without prejudice to any other civil and criminal remedies available to the Contracting Authority.

For the avoidance of doubt, the Contracting Authority shall not be bound to accept any tender.

## Confidentiality

All information supplied by the Contracting Authority in connection with this ITT shall be treated as confidential and is provided for use by the Tenderer (including Relevant Companies), their professional advisers and other parties essential to preparing a tender for this Contract opportunity. This ITT and its associated documents should not be disclosed to any other third party without the prior written consent of the Contracting Authority.

# Procurement Process

Tenderers should respond to, and address, the technical and commercial aspects of the required submission.

Once submitted the Contracting Authority will carry out the evaluation of the Final Tenders in accordance with section 4 below.

The Contracting Authority will award the Contract based on the evaluation of the Final Tenders.

Following the conclusion of the evaluation process in accordance with Section 4 below, the Contracting Authority will notify all Tenderers of any decision to award the Contract.

Tender Clarifications

Where a Tenderer wishes to raise a clarification to the Contracting Authority in respect of this ITT, the following process must be followed:

* All clarifications sought by a Tenderer must be raised in writing
* Clarifications may only be raised in connection with this ITT and the documents contained or referred to therein. No general clarifications can be raised, or queries in respect of other procurement opportunities;
* All clarification questions and the responses provided will be shared with all Tenderers, unless in its sole discretion the Contracting Authority considers disclosure to all Tenderers would prejudice the commercial interests of the Tenderer raising the clarification;

1. **Evaluation and Award**

The Evaluation process that will be followed by the Contracting Authority as set-out below.

Step 1: Completeness and Compliance

The Contracting Authority shall establish whether:

* all required information has been submitted by the deadline for the receipt of Initial Tenders (i.e. that they are a compliant tender). This includes the signed Acceptance of Tendering Conditions and Mandatory Undertaking (Appendix C);
* the Tenderer and/or a Relevant Company should be excluded from the Procurement for not supplying the required information in a compliant manner.

Step 2: Technical Evaluation

Only those Initial Tenders that have successfully passed Step 1 will be evaluated.

The technical aspects do not require tenderers to respond to a specific brief for a piece of work. They require demonstration of the capability to undertake work that is likely to be required for the stadium in the next 12-18 months. As a guide, work that has been undertaken in the past twelve months, and we would expect the successful tenderer to advise on are set out in Appendix A and include:

* Technical advice on the development of the new north and south stand seating system (Value c.£5m)
* Technical advice on the development of storage and concession facilities on the East Stand of the stadium (value c.£1m)
* Technical advice on the remediation works to the under structure of seats required in the stadium seating bowl (value c.£1m)
* Improvements to stadium field of play and building lighting systems (value c.£3m)
* Adaptions to the stadium’s outside concourse area to increase circulation space and expand catering facilities (value c.£400,000)
* Updated CCTV systems (value c.£400,000)
* Construction of a workforce entrance (value c.£100,000)

The Contracting Authority will undertake the evaluation of the technical responses in accordance with the Award Criteria (as set out below). The Contracting Authority reserves the right to reject any tender which scores ‘Unsatisfactory’ for any one or more Award Criterion. The Award Criteria technical question weightings are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria** | **Evidence** |  | **Weighting** | **Example of Expected Answer** |
| Acceptance of Contract Terms | Statement in response / Any material comments on contract stated in response |  | Pass / Fail | State Accept contract |
| Company Experience | Service provider has relevant experience in similar venues and for similar events to those staged at the London Stadium |  | 30 | Overview of Company  Two Case studies showing work on different elements of a stadium (e.g. new stands, concession areas) |
| Key Personnel | The nominated staff have appropriate qualifications, experience and skills to deliver the services required. All nominated staff must be listed and a rate included in Appendix B |  | 30 | Key personnel named with CV provided with a hour / day rate charged for each member of the key personnel in Appendix B. |
| **Total** |  |  | **60** |  |

Each evaluator will award marks using the following guidelines.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Unsatisfactory (0%)** | **Very Low Confidence (20%)** | **Low Confidence (35%)** | **Moderate Confidence (50%)** | **Good Confidence (65%)** | **Very Good Confidence (85%)** | **Excellent Confidence (100%)** |
| No response provided or the response received is wholly unsatisfactory response. | The response demonstrates a very poor approach and gives a very low degree of confidence in the Tenderer ability to successfully deliver. | The response demonstrates a poor approach and gives a low degree of confidence in the Tenderer ability to successfully deliver. | The response demonstrates an adequate approach and gives a moderate degree of confidence in the Tenderer ability to successfully deliver. | The response demonstrates a good approach and gives a high degree of confidence in Tenderer ability to successfully deliver. | The response demonstrates a very good approach and gives a high degree of confidence in Tenderer ability to successfully deliver. | The response demonstrates an excellent approach and gives a very high degree of confidence in Tenderer ability to successfully deliver. |

Evaluation of the technical submissions will generate a total technical score out of 60. The Contracting Authority is unlikely to proceed with any tender that scores less than 35.

Step 3: Commercial Evaluation

The commercial submissions of the Tenderers who have passed evaluation Step 2 will be evaluated by the Contracting Authority.

The Pricing Schedule (Appendix B) will be evaluated by the Contracting Authority to validate the Tendered Total of the Prices. The Contracting Authority may require Tenderers to respond to any clarifications it considers necessary to achieve a full understanding of the Tenderer’s completed Pricing Schedule.

Step 4: Award of Contract

Following the conclusion of the evaluation process the Contracting Authority will obtain all necessary internal approvals and notify all Tenderers of the outcome of the Procurement.

The contract issued will the Professional Services Contract attached.

The Contracting Authority may choose to appoint one Contractor, or retain more than one contractor and award specific pieces of work to the selected companies. Any company that scores less than 35 on the technical criteria or under 25 on the commercial criteria is unlikely to be selected.

# Procurement Timetable

|  |  |
| --- | --- |
| **Activity** | **Indicative Date** |
| Publication of Invitation to Tender (ITT) | 9/03/20 |
| Deadline for receipt of Tenders | 30/03/20 |
| Evaluation Complete | 13/04/20 |
| Notification of decision to award contract | 20/04/20 |
| Contract Start | 27/04/20 |

The Contracting Authority reserves the right to amend these timescales and to introduce an additional stage or stages into the Procurement process within the scope of the Regulations.

# Appendix A: Illustrative List of Prospective Projects

|  |  |  |
| --- | --- | --- |
| **Project** | **Approximate Value** | **Likely Completion Date** |
| Technical advice on the development of the new north and south stand seating system | £5m | July 2020 |
| Improvements to stadium field of play and building lighting systems | £3m | Dec 2020 |
| Technical advice on the development of storage and concession facilities on the East Stand of the stadium | £1m | Dec 2020 |
| Technical advice on the remediation works to the under structure of seats required in the stadium seating bowl | £1m | Dec 2020 |
| Improvements to Stadium power and data systems | £600,000 | Dec 2020 |
| Adaptions to the stadium’s outside concourse area to increase circulation space and expand catering facilities | £400,000 | Sep 2020 |
| Updated CCTV systems | £400,000 | May 2020 |
| Upgrade of Stadium escalators, lift and stairs | £400,000 | March 2021 |
| Access Control Upgrade | £300,000 | Sept 2020 |
| Improvements to Stadium Building Management Systems | £200,000 | March 2021 |
| Construction of a workforce entrance | £100,000 | Sept 2020 |
| Health and Safety Upgrades | £100,000 | March 2021 |
| Improvements to the Stadium West Stand Lower Tier to meet core stadium needs | TBC | TBC |
| Upgrades to Hospitality and General Admission catering Spaces | TBC | TBC |

# Appendix B: Pricing Schedule

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Key Personnel** | **Key Personnel \*** | **Rate per Day (at current prices)**  **£A** | **Evaluation Days (based on Typical Days need for an Assignment)**  **B** | **Costs for Typical Assignment**  **A x B** |
| Director |  |  | 1 |  |
| Associate |  |  | 3 |  |
| Senior Engineer |  |  | 5 |  |
| Engineer |  |  | 10 |  |
| Support Staff |  |  | 5 |  |
| Other Staff (please specify) |  |  | 0 |  |
| Details of Any other Charges |  |  | As stated |  |
| **Total** |  |  |  | **£C** |

* The Key Personnel who will undertake the work at the start of the contract should be named. During the contract period, the successful tenderer will be able to replace the names key personnel with adequately qualified and experienced people, as agreed in writing by the Contracting Authority.

The Total Cost (C)will be used for Evaluation.

The lowest tender will be awarded 40 marks.

Other tenders will be awarded marks based on the following formula:

(Lowest Tender / Tender) x 40

# Appendix C: Acceptance of Tendering Conditions and Mandatory Undertaking

**London Stadium**

**CONFIRMATION OF ACCEPTANCE OF TENDERING CONDITIONS**

FROM: [INSERT NAME, ADDRESS AND CONTACT DETAILS OF TENDERER] (“Tenderer”)

TO: London Stadium

DATE: [INSERT]

Dear Sirs,

**Re: Procurement by London Stadium of [XXXXXXXXXXX]**

Pursuant to an Invitation to Tender (“ITT”) by the London Stadium to the Tenderer on [ XXXXXXXXXXXXXX ] we the undersigned undertake that we have read the terms of the ITT and agree to be bound by such terms and have submitted a Tender in accordance with the terms of the ITT.

Where capitalised terms are used in this undertaking they shall have the same meaning as given to such terms in the ITT unless otherwise expressly stated to the contrary in this undertaking. A reference to a person includes firms, partnerships, statutory and non-statutory entities and corporations and their successors and permitted assignees or transferees.

We the undersigned undertake as follows:

1. that we have not included any condition qualifying our Tender in any unauthorised manner or altered any aspect of the ITT in any way; and
2. to confirm that our Tender shall remain open for acceptance by the LONDON STADIUM for a period of four months from the date of this undertaking and we shall not withdraw this Tender during this period; and
3. to execute the Contract in the form included in the ITT. Unless and until a formal agreement is prepared and executed, we confirm that our Tender together with your acceptance thereof in writing shall constitute a binding contract between us; and
4. we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Prices by or under or in accordance with any agreement or arrangement with any other Tenderer.
5. we have not and we undertake that we will not do at any time before the hour and date specified for the return of the Tender in the ITT any of the following acts:
   * communicate to a person other than an appropriate member of the LONDON STADIUM our pricing information to be included in our Tender, except where the disclosure, in confidence, of such pricing information (or any component thereof) is necessary to obtain information/advice required for the preparation of the Tender; or
   * enter into any agreement or arrangement with (i) any other person resulting (whether directly or indirectly) in that person refraining from submitting a Tender or (ii) another Tenderer concerning any rates/fees submitted or to be submitted by that Tenderer in any Tender; or
   * offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Works any act or thing of the sort described above.
6. to confirm that we have not colluded, and will not collude, with any other potential or actual Tenderer in relation to the ITT in any way; and
7. having made relevant and comprehensive enquiries of our organisation and all the organisations referred to in our Tender and our professional advisers, at the date of this undertaking we are aware of no Conflicts of Interest (whether professional or commercial) nor, to the best of our knowledge, is there likely to be any Conflict of Interest, should the Tenderer and the organisations referred to in our Tender be appointed as a Services provider; and
8. as soon as we become aware of any actual or potential Conflict of Interest which may impact on the Tenderer’s ability to perform the works, we shall notify the LONDON STADIUM in writing; and
9. we have not and will not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Tenderer with the Olympic Movement and its goods, services and activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate), unless such action is expressly approved in writing prior to such action taking place by the LONDON STADIUM.

We accept and agree that the LONDON STADIUM will only consider our Tender on the basis of the above undertakings and we acknowledge that that the LONDON STADIUM will rely on the above undertakings. We the undersigned confirm that the above undertakings are true and accurate and reflect our honestly held beliefs at the date of this undertaking and if circumstances change such that the undertakings set out above can no longer be honoured by the Tenderer, we will immediately notify the LONDON STADIUM.

Signed ………………………………… on behalf of the Tenderer

(Director/Company Secretary)

Date……………………………………………….

Name (print) ……………............……………… Position…...........…........………..………

Signed ………………………………… on behalf of the Tenderer

(Director/Company Secretary)

Date……………………………………………….

Name (print) ……………............……………… Position…...........…........………..………

**MANDATORY UNDERTAKING**

Company Name – <<Insert Registered Name of the Tenderer>>

When you have completed your response to this ITT, please ensure that: -

* You have **answered** all appropriate questions; and
* You have **enclosed** all documents requested; and
* You have **completed** the **red text entries** required in this Mandatory Undertaking; and
* You have **read**, **signed** (for the Tenderer and all Relevant Companies), **returned** an electronic copy of this Mandatory Undertaking to the Contracting Authority **before the** **Deadline for the Receipt of Application**.
  1. **Authority of Main Contact**

I/We confirm that the representative named in the response to this ITT is authorised to act as the contact point on behalf of this Tenderer and all its Relevant Companies in dealings with the Contracting Authority during the Procurement, as set out in this ITT.

* 1. **Disclaimers**

I/We confirm that I/we have read and accept the disclaimers set out in the ITT.

* 1. **Accuracy of response**

I/We certify that the information supplied is accurate to the best of my/our knowledge. I/We understand and accept that false information could result in exclusion from this procurement process.

I/We certify that I/we have made no alterations to the questions asked. I/we understand that if it is found that alterations, whether by addition, omission or substitution and whether made purposefully or not, have been made to the questions that I/we may be excluded from further consideration for any Contract to which this procurement process relates.

I/We undertake to notify the Contracting Authority as soon as practicable of any changes to any of the information given in response to this Invitation to Tender or in response to the Selection Questionnaire that may arise during the Procurement.

* 1. **Gifts and inducements**

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I/We also understand that any such action will empower the Contracting Authority to cancel any contract currently in force and will result in exclusion from this procurement process.

I/We confirm that we have made careful enquiry of our respective organisations and are satisfied that no criminal offence and no offer of a gift, consideration, inducement and/or reward to any servant of the Contracting Authority or anyone acting on the Contracting Authority’s behalf has been made in connection with this or any other Contracting Authority procurement.

* 1. **Canvassing and solicitation**

I/We confirm that I/we have not canvassed or solicited any officer or employee of the Contracting Authority or anyone acting on behalf of the Contracting Authority in connection with this pre-qualification process and that no person employed by me/us or acting in my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any officer or employee of the Contracting Authority or anyone acting on behalf of the Contracting Authority in connection with this pre-qualification process and that no person employed by me/us or acting in my/our behalf will do any such act.

* 1. **Bribery**

I/We undertake that I/we will not offer or agree to pay or give, or pay or give any sum of money, inducement of valuable consideration directly or indirectly to any person or have done so or cause or have caused to be done in relation to any other response to this pre-qualification process any such act or omission.

* 1. **Collusion**

I/We undertake that I/we will not enter into any agreement or arrangement with any other person that he/she shall refrain from participating in this pre-qualification process.

I/We also undertake that I/we will not at any time discuss with any other person any aspect of our response, and as evidenced below have procured this same undertaking from the Relevant Companies.

* 1. **Eligibility to engage in a public contract**

I/We confirm that none of the grounds set out in regulation 57 of the PCR apply, other than those declared in response to questions in the SQ response.

* 1. **Conflicts of Interest**

Having made comprehensive enquiries of our organisation (including the Relevant Companies) we are not aware of any actual or potential conflict of interest, whether professional, commercial or other conflict of interest nor to the best of our knowledge is there likely to be a conflict of interest should the Tenderer or any Relevant Company be invited to enter into a contract with the Contracting Authority in relation to the Project.

* 1. **No Marketing Rights**

I/We have not and will not do any of the following and we will procure that our subcontractors, agents, advisors and/or representations do not do any of the following:

* Make a public statement or communicate in any form with the media in connection with this Procurement without first obtaining the prior written consent of the Contracting Authority;
* Use any trademarks, logos or other intellectual property rights associated with the Games, QEOP or the Stakeholders;
* Represent that the Tenderer or any Relevant Company is directly or indirectly associated in any way with the Games, the Contracting Authority or that its or their respective products and/or services are in any way endorsed by any Stakeholders; or
* Engage in any form of ambush marketing or marketing which creates or implies or refers to an association between the Tenderer, the Relevant Companies and or the Games;

unless such action is expressly approved in writing by the Contracting Authority prior to such action taking place.

* 1. **Confidentiality**

I/We undertake to execute and be bound by the terms of the Confidentiality Undertaking agreed on the Procurement Portal.

I/We acknowledge that the Contracting Authority may in its discretion publish the content of this ITT and any other documents issued by the Contracting Authority as part of this procurement process, including the full terms of any contract entered into as a result of this procurement process, to the general public.

* 1. **Warranty**

We accept and agree that the Contracting Authority will only consider our Tender on the basis of this Mandatory Undertaking and we acknowledge that the Contracting Authority will rely on this Mandatory Undertaking. We the undersigned confirm that the Mandatory Undertaking is true and accurate and reflects our honestly held beliefs at the date of this Undertaking and if circumstances change such that the undertakings set out in this Mandatory Undertaking can no longer be honoured by any of us, we will immediately notify the Contracting Authority.

Signed by or on behalf of the Tenderer.

Authorised Signatory

……………………………………………………………

Director

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>

For and on behalf of (Tenderer)

Signature: <<insert your signature>>

Name: <<insert full name of signatory>>

Title: <<insert job title of signatory>>