

## **INVITATION TO TENDER (ITT)**

# **Implementation Audit of HS2 Ltd Transport Models & Analysis**

**Ref: HS2/644**

## **Appendix A: Qualification Templates**

# Part 1: Form of Tender

## Implementation Audit of HS2 Ltd Transport Models and Analysis

Having examined the Invitation to Tender documents (ITT) for the above named Contract; we hereby submit our Tender and confirm that:

- Our completed Tender constitutes a bona fide offer, in full conformity with the ITT documents, to carry out the Services in accordance with the Contract terms and conditions, for the rates and prices as set forth in the Commercial Submission forming part of our Tender; and
- Our offer shall be valid for 120 days.

Signed:	
For and on behalf of:	
Name:	
Date:	
Position:	

# Part 2: Certificate of Bona Fide Tender

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We, the undersigned, certify that:

This is a bona fide Tender intended to be competitive and the amount has not been fixed or adjusted by any agreement or arrangement with any other person or persons;

We have not and shall not undertake any of the following acts prior to the award of a formal Package Order:

Communicate to a person or persons other than HS2 Ltd, the amount or approximate amount of the Tender or any part thereof except where necessary, in confidence, to obtain Tenders required for the preparation of this Tender;

Obtain or attempt to obtain, directly or indirectly, from any person or persons information concerning any other Tender submitted by another organisation in relation to this procurement process;

Enter into any agreement or arrangement with any other person or persons:

- to fix or adjust any Tender price;
- such that said person or persons shall refrain from submitting a Tender or as to the amount of Tender or any part thereof to be submitted by such person(s);

Offer, pay, give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person or persons for doing, agreeing to do or having done or causing, agreeing to cause or having caused to be done to any Tender for these Services any act or thing of the sort described above;

Commit an offence under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under sub-Part 2 of Part 117 of the Local Government Act 1972.

In this certificate "any person or persons" refers to any body or association, incorporated or unincorporated, and any "agreement or arrangement" including any such transaction, formal or informal and, whether legally binding or not.

Signed:	
For and on behalf of:	
Name:	
Date:	
Position:	

## Part 3: ITT Amendments

### Implementation Audit of HS2 Ltd Transport Models and Analysis

We acknowledge acceptance of the following modifications of the ITT documents:

Date	Number	Method of transmission	Title

Note:

Either in response to requests for additional information or clarification in respect of this ITT, or in its own right, HS2 Ltd may modify the ITT in any respect, by way of clarification, addition, deletion or otherwise, prior to the closing date. The Tenderer shall incorporate such modification(s), confirmation of which shall be made in this Part of the Form of Tender.

# Part 4: Schedule of Qualifications

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Tenderers must provide a statement in the e-Tendering System confirming acceptance of the contract terms and conditions enclosed with the ITT documents. In the event that the Tenderer cannot comply with any of the contract terms and conditions under any circumstances or at any price and therefore wishes to make any qualification, then the precise alternative wording, together with the commercial benefit to HS2 Ltd should any qualification be accepted, should be clearly stated using this form. Only those qualifications so stated below shall be considered by HS2 Ltd, and any qualifications raised or submitted at a later date will not be considered.

Provide details below:

Document Reference and Original Text	Proposed Changes	Benefit to HS2 Ltd

# Part 5: Commercially Sensitive Information

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If the Tenderer considers that any of the information included in their completed ITT is commercially sensitive or confidential then the Tenderer shall identify it in this form and explain (in broad terms) what harm might result from disclosure and/or publication, as well as provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive. It should be noted though, that even where the Tenderer has indicated that information is commercially sensitive, HS2 Ltd may disclose this information where it sees fit or where it is required to do so.

Receipt by HS2 Ltd of any material marked 'confidential', 'commercially sensitive' or equivalent should not be taken to mean that HS2 Ltd accept any duty of confidence by virtue of that marking.

Tenderer's Commercially Sensitive Information	Potential Impact of Disclosure	Duration of Commercially Sensitive Information