# Appendix D - Form of Tender (including Certificate of Bona Fide Offer)

# (Download, Print, Sign, Scan and Upload to EWR Co.’s e-tendering portal)

# To be returned by the tender return date.

# Please delete as appropriate:

# Land and Property Services (Work Package 1) - EWR Ref: CT4218

# Land and Property Services (Work Package 2) - EWR Ref: CT4219

# To: East West Railway Company (EWR Co.)

# DATE: [Insert Date Here]

# We [Insert Name(s)] the undersigned, having examined the ITT and its appendices set out below (the ITT Pack), do hereby state that we can meet the full range of services requested and offer to provide all the requirements as specified in the documents and in accordance with the documentation (listed below) to EWR Co. commencing and continuing for the period specified in the Contract:

|  |  |
| --- | --- |
| appendix A | Statement of Requirements (SOR) |
| appendix B | technical response |
| appendix C | commercial response |
| appendix D | form of Tender |
| appendix E | NEC 4 (PSC) |
| appendix F | contract terms acceptance schedule |
| appendix G | key personnel |
| appendix H | conflict of interest |
| appendix I | foia exemption request |
| APPENDIX J | ETHICAL WALLS AGREEMENT |
| APPENDIX K | CV TEMPLATE |
| APPENDIX L | documents to be returned |

# We Agree:

# That the information contained in our response remains correct and accurate and that we will inform EWR Co. forthwith if this position changes prior to an award of Contract being made;

# By submitting a tender response, and if successful in being awarded the Contract, to be bound by the terms of the Contract;

# That this tender response and any Contract arising from it shall be subject to and bound by the provision of the ITT, and the award of any contract;

# To supply EWR Co. in full compliance with the ITT and any other appointment terms as specified in the ITT (including any appendices to it);

# Have the capability to provide all the services set down within the Statement of Requirements;

# That the prices and charges offered are firm for the period of the Contract (subject only to any indexation or supplement discounts referred to in the Contract terms);

# To comply with the provisions of confidentiality set out in the ITT; and

# That this offer remains open for acceptance by EWR Co. until 120 days from the deadline for the receipt of tenders.

# Execution of the Contract

# If this offer is accepted, we will execute such documents in the form of the Contract within a mutually agreed number of days.

# We agree to enter into the Contract (and associated schedules) substantially in the form set out in the ITT in the event EWR Co. issue [insert company] a contract award notification.

# We further under-take and it shall be a condition of any Contract, that:

# The amount of [Insert my OR our] tender has not been calculated by agreement or arrangement with any person other than EWR Co. and that the amount of [Insert my OR our] tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of EWR Co.

# We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of EWR Co. or other Contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

# I warrant that I have all requisite authority to sign this tender and confirm that I have completed with all the requirements of the ITT.

|  |  |
| --- | --- |
| Signature |  |
| Name and Status |  |
| For and Behalf of |  |
| Date |  |

# The Form of Tender (including the Certificate of Bona Fide Offer below) must be signed by an authorised signatory: in the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated.

# Certificate of Bona Fide Offer

# I/We certify that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

# Communicate to any person other than the person inviting these offers the amount or the approximate amount of the offer except where the disclosure, in confidence, of the amount or approximate amount of the offer was necessary to obtain professional advice and/or quotations required for the preparation of the offer, for insurance purposes or for a Contract guarantee bond;

# Pay or give or offer or agree to pay or give any sum of money or other valuable directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in (I) or (II) above.

# The provisions of (I), (II) and (III) above shall not prevent you entering into arrangements or discussing the offer, to the extent necessary, with another party that forms part of a consortium bid or is a proposed sub-Contractor to you.

# We certify that the principles described in paragraphs (I), (II) and (III) above have been and will be brought to the attention of all sub-Contractors, suppliers and associated companies providing services or materials connected with this tender and any Contract entered into with such sub-Contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

# We acknowledged that if we have acted or shall act in contravention of this certificate, EWR Co. will be entitled to cancel any Contract between us and to recover from ourselves the amount of any loss and expense resulting from such a cancellation.

# In this certificate, the word ‘person’ includes any person and anybody or association, corporate or unincorporated; ‘any agreement or arrangement’ includes any transaction, formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signature |  |
| Name and Status |  |
| For and Behalf of |  |
| Date |  |