

Procurement Notice for the HS1 Limited Works Framework

HS1 Limited holds the concession on behalf of the Department for Transport (DfT) until 2040 to operate, manage and maintain 'High Speed1' which is the 109 km high speed rail line including its four stations along the route as well as the tunnels and bridges. It is the UK's first high speed railway and connects London St Pancras International to the Channel Tunnel and is the UK leg of the Paris-Brussels-Köln-Amsterdam-London trans-European transport network priority project.

HS1 Limited intends to source a number of suppliers to enter into the above Framework Agreement consisting of three (3) Lots as follows:

Lot 1 Building Works

Lot 2 Civil and Highway Works

Lot 3 Landlord Works Requirements

Bidders may apply to bid for more than one Lot under the Framework.

For further information, please refer to the opportunity listed on the CompeteFor portal. Date of issue listed below.

To be considered for this opportunity, Bidders are required to provide an expression of interest by attaching a populated HS1 Works Framework NDA (which is provided at the end of this notice) with a covering email registering an interest to procurement@highspeed1.co.uk.

Bidders are required to print, fully sign and return the NDA. HS1 Limited will then countersign the NDA and send a copy of the fully executed document to the Bidder. Bidders are advised that no changes or amendments to the NDA will be accepted by HS1 Limited.

The closing date for the Expressions of Interest is **Thursday 7th June @ 17:00hrs**. Please note that PQQ and ITT documentation will not be shared with Bidders not before **8th June 2018**. A summary of the key dates to the point of the PQQ & ITT information being issued is shown in the below table:

Advert/Expressions of Interest	Opportunity listed on CompeteFor	From 23rd May 2018
	Closing Date for Expressions of Interest and submission of Signed NDAs	7th June 2018
Pre-Qualification	PQQ & ITT issued	8th June 2018
	PQQ Return	6th July 2018

Regards

HS1 Procurement

**HS1 Limited – Works Framework
Non-Disclosure Agreement (NDA)**
(scroll down)





PROVISION OF CONFIDENTIAL INFORMATION

HS1 Limited (“**HS1**”) has recently received a request from the company whose registered address and company number are shown below (the “**Recipient**”), for the provision of confidential information in order to provide a comprehensive tender response to the Works Framework (the “**Purpose**”).

Company Name	
Registered Company Number	
Place of Incorporation	
Registered Address 1	
Registered Address 2	
Registered Address 3	
Registered Address 4	
Registered Postcode	
Key contact email address	

In order to allow the Recipient to carry out the Purpose, HS1 is prepared to provide the Recipient with access to information concerning the business, finances, assets, liabilities, dealings, transactions, know-how, customers, suppliers, processes or affairs of HS1, (the “**Confidential Information**”). The Recipient shall be permitted to use and reproduce the Confidential Information (the “**Use**”) solely in relation to the Purpose and subject to the terms set out below:

1. The Recipient confirms and agrees that any Confidential Information which is provided to the Recipient, or to which the Recipient is given access, by or on behalf of HS1 is provided and/or the access is permitted only on and subject to the terms of this agreement.
2. The Confidential Information includes all and any copies or reproductions (in whatever form, including electronic, computerised or digital) of the Confidential Information and all and any documents, information or data (in whatever form, including electronic, computerised or digital) which may be subsequently (whether for a commercial consideration or not) provided to the Recipient, or to which the Recipient may be permitted access, by or on behalf of HS1 or any company related to or associated with HS1.
3. The consideration for the agreement of HS1 to the Use of the Confidential Information by the Recipient is the sum of £1 (the receipt whereof is hereby acknowledged).
4. The Recipient shall ensure that the Use by the Recipient, and by all persons to whom it gives or issues the Confidential Information or permits to have access to the Confidential Information pursuant to paragraph 5 below, shall only be for the Purpose, and for no other purpose whatsoever.



5. The Recipient shall keep the Confidential Information strictly confidential and shall not disclose the Confidential Information to any person other than the Recipient's duly authorised officers or employees in relation to the Purpose. The Recipient shall ensure that all such persons to whom it discloses the Confidential Information are subject to contracts of employment containing confidentiality provisions no less extensive than those set out in this agreement.
6. Nothing in this agreement shall have the effect of assigning any copyright, patent, trade mark or any other intellectual property rights whatsoever ("IPR") in the Confidential Information to the Recipient and the Recipient is licensed to use the Confidential Information solely for the Purpose and for no other purpose whatsoever. The Recipient shall not delete, obscure or remove any copyright, patent, trade mark or similar proprietary notice applied by HS1 to any of the Confidential Information.
7. The Recipient shall not obtain or assert any right to or title to or interest in the Confidential Information (including any IPR therein), and specifically agrees that if it makes any modification, development, enhancement, adaptation or improvement ("**Modifications**") of or to any part of the Confidential Information, all rights, title and interest in such Modifications and all IPR therein shall, as between the Recipient and HS1, unless expressly agreed otherwise in writing by HS1 and the Recipient, belong to and immediately vest in HS1 and the rights and conditions concerning the Use granted by or contained in this agreement shall extend to such Modifications.
8. HS1 does not warrant or guarantee, and in particular does not give any warranty (whether expressly or by implication) as to the accuracy, reliability, method of preparation, merchantability or fitness for the Purpose or for any particular purpose (whether or not any such purpose has been notified to HS1) of the Confidential Information and/or any Use of or dealing with it and the Recipient waives all and any implied guarantees or warranties to the utmost extent permitted by law. The Use by the Recipient of the Confidential Information shall be at the sole risk and responsibility of the Recipient.
9. HS1 shall be entitled to terminate this agreement forthwith in the event of any breach by the Recipient of any of its obligations. Furthermore, the Recipient acknowledges that the use of or disclosure by the Recipient of the Confidential Information other than as expressly set out in this agreement is likely to cause significant damage to the interests of HS1 in respect of which damages would be an inadequate remedy.
10. The obligations on the Recipient set out in this agreement shall not apply to the extent that the Recipient is able to demonstrate that the relevant Confidential Information:
 - (a) was already in the public domain at the date of such use or disclosure by the Recipient (other than as a result of a breach by the Recipient of this agreement);
 - (b) was already known to the Recipient, either through independent development (in which case the Recipient shall produce documentary evidence of the same) or as a result of disclosure to the Recipient by a third party (other than under an obligation of confidentiality); or



- (c) is required to be disclosed by court order or pursuant to the instructions of any national or supra-national agency (including the Secretary of State for Transport and the Office of Rail Regulation) having jurisdiction over HS1 (in which case the Recipient shall co-operate with HS1 in order to ensure that the disclosure is the minimum required in order to comply with any such order or instruction).
11. The Recipient shall indemnify and keep indemnified HS1 from and against each and any claim, liability, loss, damage, demand, proceeding, cost, charge and expense suffered or incurred by or brought against HS1 as a result of or in connection with any Use (including any wrongful or negligent Use) of the Confidential Information by the Recipient and/or any failure by the Recipient to comply with the terms of this agreement except insofar and to the extent that HS1 has contributed to such claim, liability, loss, damage, demand, proceeding, cost, charge and expense by its own negligence or wilful default.
 12. Upon the termination of this agreement for any reason the Recipient shall immediately upon request from HS1 either return to HS1 all copies of the Confidential Information then in the possession, ownership or control of the Recipient or destroy the same and, in either case, shall certify in writing its compliance with this paragraph 12.
 13. The Recipient confirms and agrees that this letter sets out the entire agreement and understanding between the parties in relation to the Confidential Information and supersedes any previous negotiations, agreements or understandings between the parties in respect thereto. The Recipient further confirms and agrees that it has not relied on any representation, warranty, statement or undertaking which is not contained in this letter and accepts and agrees that it shall not have (nor shall it assert) any right or remedy against HS1 in respect of any representation, warranty, statement or undertaking made by or on behalf of HS1.
 14. The Recipient shall not sub-license, assign, transfer, mortgage or otherwise deal with any right or obligation given or imposed pursuant to this agreement without HS1's prior written consent. The benefit of this agreement is assignable or otherwise transferable by HS1 to any person without the consent of the Recipient being required.
 15. This agreement (and any dispute, controversy, proceedings or claim of whatsoever nature arising out of or in any way relating to the terms set out in this agreement or its formation) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.
 16. Paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15 and 16 shall survive termination of the rights granted to the Recipient pursuant to the terms of this agreement.
 17. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.



To confirm the Recipient's acceptance of the above terms, please print, sign and initial each page footer and return a copy of this agreement to procurement@highspeed1.co.uk. HS1 Limited will then countersign the agreement and send a copy of the fully executed agreement to the Recipient.

Yours faithfully

HS1 Limited

The Recipient hereby confirms its acceptance to the above terms

Company Name:

Signed:
Authorized representative of the Recipient

Name:

Position:

Date:

Signed for and on behalf of **HS1 LIMITED**

Signed:
acting under a Power of Attorney dated 27 September 2017

Date: