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**Highways England Company Limited**

**Lower Thames Crossing - Detailed Design Services for Contestable Gas Assets**

**Instructions for Tenderers**

**(14 June 2021)**

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# PROCUREMENT SUMMARY

## Context and Highways England’s Aims

### The Lower Thames Crossing is a proposed new high quality dual carriageway connecting Kent, Thurrock, and Essex through a tunnel beneath the River Thames. The Project will provide over 90% additional capacity across the River Thames, east of London.

### On the south side of the River Thames, the new road will link the tunnel to the A2 and M2 in Kent. On the north side, it will link to the A13 and junction 29 of the M25 in the London Borough of Havering.

### This LTC Programme is being developed as part of the Government's Road Investment Strategy. It is the largest single road investment project in the UK since the M25 was completed more than 30 years ago. The crossing under the River Thames will be the longest road tunnel in the country. At 16 metres in diameter, it will be one of the largest diameter bored tunnels in the world.

### Figure 1- LTC route

### The Lower Thames Crossing will comprise:

### approximately 14.3 miles (23km) of new motorway connecting the tunnel to the existing road network from the A2/M2 to the M25;

### two 2.6 mile (4km) tunnels, one for southbound traffic, one for northbound traffic crossing beneath the river;

### three lanes in both directions for most of the route with a maximum speed limit of 70 mph;

### improvements to the M25, A2 and A13, where the Lower Thames Crossing connects to the road network;

### new structures and changes to existing roads (including bridges, buildings, tunnel entrances, viaducts, and utilities such as electricity towers) along the length of the new road; and

### a free-flow charging system, using remote pay, like the system at the Dartford Crossing.

### The purpose of this Contract is to carry out the detailed design for works to those contestable assets owned and operated by Cadent Gas Ltd (Cadent) affected by Highways England’s proposed Lower Thames Crossing (LTC) programme.

### The LTC programme affects a number of statutory undertakers' assets. This Contract is to undertake the detailed design for the diversion of approximately 17 affected low, intermediate and medium pressure gas pipelines, which are owned by Cadent Gas Ltd (Cadent) and have been deemed to be contestable by Cadent. These assets are located along the LTC route between the proposed north tunnel portal and the proposed junction with the M25. The length of each individual diversion ranges from 300m to several kilometres, with a total length of pipelines to be diverted of approximately 13km. The detailed design study will conclude by obtaining a letter of acceptance from Cadent.

### The successful Tenderer will work with Highways England throughout the detailed design to coordinate their design with LTC's and third parties' (in particular, other statutory undertakers) designs. The successful Tenderer will also engage with Cadent via Highways England to meet the requirements of the Cadent LTC Stage Gate Definition.

## Contract Features

### Key features of the Contract include:

### the Contract duration is expected to be for twelve months;

### the Contract will be based on an amended NEC4 Professional Services Short Contract (June 2017 with January 2019 amendments); and

### full details of the proposed Detailed Design Services for Contestable Gas Assets Contract and its pricing are in the following documents:

### Volume 1 - Agreement and Conditions of Contract;

### Volume 2 - Scope & Supporting Documents;

### Volume 3 - Pricing Documents; and

### Volume 4 - Templates.

# DEFINITIONS AND INTRODUCTION

## Definitions

### Words and phrases with an initial capital letter used in this document shall have the meanings set out in **Table 1**.

### **Table 1 Table of Definitions**

|  |  |
| --- | --- |
| Term | Definition |
| Assessment | the part of the procurement process described in section 7.3 of these Instructions; |
| Associated Company | has the meaning given in section 256 of the Companies Act 2006; |
| Award Criteria | the criteria described in these Instructions that Highways England will use to identify the most economically advantageous Tender; |
| Cadent LTC Stage Gate Definition | please refer to Annex 2 of the Scope; |
| Commercial Assessment Panel | the group of assessors that assesses the Commercial Workbook; |
| Commercial Envelope | the area on the Sourcing Portal in which Tenderers should submit their Commercial Submission; |
| Commercial Score | the score awarded by the Commercial Assessment Panel after its assessment of the Commercial Workbook; |
| Commercial Submission | the part of the Tender to be submitted in the Commercial Envelope in accordance with section 6.10 of these Instructions, (including the completed Commercial Workbook and the Contract Data Part 2); |
| Commercial Workbook | the part of the Tender to be submitted in accordance with section 6.10 of these Instructions; |
| Common Intent and Raising the Bar Documents | the documents which are available at https://www.highwayssafetyhub.com; |
| Conditions of Tendering | section 4 of these Instructions setting out the general processes, procedures and rules for Tenderers to follow when producing and submitting a Tender; |
| Contract | the contract to be entered between Highways England and the successful Tenderer; |
| Contract Notice | the contract notice advertising the Contract published via the Find a Tender service as described in section 2.2.1 of these Instructions; |
| Contract Policy and Compliance Submission | the part of the Tender to be submitted in accordance with section 6.6 of these Instructions; |
| EIRs | the Environmental Information Regulations 2004 (S1 2004/3391); |
| Final Quality Score | the Tenderer’s quality score determined in accordance with section 7.6.11 of these Instructions; |
| Find a Tender Service | is the UK e-notification service where notices for new procurements are required to be published (https://www.find-tender.service.gov.uk/Search); |
| FOIA | the Freedom of Information Act 2000 (as amended); |
| Instructions | this Instructions for Tenderers document; |
| Interim Quality Score | the Tenderer’s quality score after the Assessment, Quality Consensus and Quality Moderation processes (but before any adjustment arising from the Sustainability process) as calculated in accordance with section 7.5.6 of these Instructions; |
| Key Subcontractor | is a subcontractor whose economic and financial, technical and/or professional ability is relied upon in and for Tenderer’s Tender; |
| Lower Thames Crossing Design Fixity Guidance | please refer to Annex 2 of the Scope; |
| Minimum Quality Thresholds | mean the quality thresholds set out in sections 7.5.8 to 7.5.10; |
| Parent Company | means a holding company of an Tenderer or any Consortium Member (where applicable), (where the Tenderer or Consortium Member (where applicable) is a subsidiary of such holding company and, for these purposes, the terms “subsidiary” and “holding company” shall have the meanings given to them in Section 1159 of the Companies Act 2006; |
| Price | the Tenderer’s assessed price determined in accordance with sections 7.3.1 – 7.3.10 of these Instructions; |
| Procurement Officer | the individual identified in section 2.2.3 of these Instructions; |
| Qualification Envelope | the area on the Sourcing portal in which Tenderers should submit their Selection Questionnaire Submission; |
| Quality Assessment Panel | the group of assessors that assess the Quality Submission; |
| Quality Consensus | the part of the procurement process described in section 7.4 of these Instructions; |
| Quality Moderation | the part of the procurement process described in section 7.5 of these Instructions; |
| Quality Moderation Panel | the moderator(s) that provide independent assurance of the scores awarded by the Quality Assessment Panel in accordance with section 7.5 of these Instructions; |
| Quality Questions | the Questions set out in **Appendix E** to these Instructions to be answered by Tenderers as part of their Quality Submission; |
| Quality Statement | the Tenderer’s response to the quality questions, including their Tender Commitments register; |
| Quality Submission | the part of the Tender to be submitted in accordance with section 6.7 of these Instructions; |
| Regulations | the Public Contracts Regulations 2015 (as amended); |
| Resource Loaded Schedule | the Resource Loaded Schedule to be provided in accordance with section 6.8.6 of these Instructions; |
| Selection Questionnaire (SQ) | the document to be completed by Tenderers in the form set out in Annex 1 to these Instructions to be submitted in the Qualification Envelope accordance with section 6.5 of these Instructions; |
| SME | a small to medium sized enterprise; |
| Selection Questionnaire Submission | the Selection Questionnaire and associated documents to be submitted in accordance with Annex 1 and 2; |
| Sourcing Portal | Highways England’s web-based system used to conduct and manage the procurement process from tender invitation, including all communications, provision of data and information and submissions. The Sourcing Portal used for this Tender is called Bravo; |
| Sustainability | the part of the procurement process described in section 7.6 of these Instructions; |
| Technical Envelope | the area on the Sourcing portal in which Tenderers should submit their Contract Policy and Compliance Submission and their Quality Submission, in accordance with sections 6.6 and 6.7 (respectively) of these Instructions; |
| Tender | an offer by a Tenderer in response to these Instructions which includes all supporting Tender response documents, rates and prices and proposals; |
| Tender Commitment | a commitment from the Tenderer provided in accordance with section 6.9 of these Instructions; |
| Tender Panel | the panel formed at Stage 5 – Sustainability; |
| Tender Query | a question or request for clarification submitted by a Tenderer and answered by Highways England in accordance with section 5.1 of these Instructions; |
| Tenderer | the individual, organisation or consortium submitting a Tender; |
| Total Score | the score awarded following the procurement process described in section 7.7 of these Instructions; |
| Weighted Interim Quality Score | a Tenderer’s weighted quality score out of 100 after the Assessment, Consensus and Moderation processes of the procurement process (but prior to Sustainability); and |
| Weighted Final Quality Score | a Tenderer’s weighted quality score out of 100 after Sustainability calculated in accordance with Table 8. |

## Instructions for Tenderers

### These Instructions are issued further to the Find a Tender Service Contract Notice published on 14 June 2021. The Contract is being procured in accordance with the open procedure in regulation 27 of the Regulations and the procurement seeks to identify the most economically advantageous Tender to Highways England.

### The purpose of this document is to provide Tenderers with information about the procurement process, the timetable and the Conditions of Tendering. The document describes the Contract which Highways England is seeking to procure. It also sets out the Award Criteria and how they will be applied to identify the most economically advantageous Tender.

### Tenderers must only contact Highways England through the Sourcing Portal, unless they are unable to access the Sourcing Portal in which case they must contact the Procurement Officer by email. The contact details for the Procurement Officer are: LTCProcurement@highwaysengland.co.uk.

### Whenever in these Instructions there is reference to a meeting being held between Highways England and one or more of the Tenderers such a meeting may be held face to face, by telephone, by Skype, by Microsoft Teams or by another reasonably widely available medium chosen by Highways England.

# PROCUREMENT STRATEGY

## Procurement Timetable – Indicative key events and dates

### Indicative key dates and deadlines for the procurement process are set out in **Table 2** below. These dates will be kept under review by Highways England and Highways England reserves the right to change them. Highways England will notify all Tenderers as soon as practicable of any changes that may be made to the key dates of the procurement process:

### **Table 2 Indicative key events and dates**

|  |  |
| --- | --- |
| **Key Event** | **Date** |
| Issue Contract Notice and IfT | 14 June 2021 |
| Last date for submission of Tender queries | 05 July 2021 |
| Last date for response to Tender queries | 07 July 2021 |
| Tender return date | 21 July 2021 (1pm) |
| Tender Assessment & Governance | 15 July 2021 – 26 August 2021 |
| Standstill letters issued | 27 August 2021 |
| Contract award | 7 September 2021 |

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# CONDITIONS OF TENDERING

## General

### All Tenders must be submitted in accordance with these Instructions. Highways England reserves the right to exclude any Tender from the competition which does not comply with these Instructions.

### Wherever these Instructions state that Highways England reserves a right to, or “may” exclude a Tenderer (e.g. for non-compliance with any requirement of these Instructions or a “fail” under any specific criterion) then Highways England is at liberty to exercise such discretion as it sees fit to balance fair and equal treatment of all Tenderers with a proportionate response to the relevant non-compliance or failure.

### The contents of these Instructions and of any other documentation sent to Tenderers in respect of the procurement process remain the property of Highways England and must be treated as private and confidential at all times.

### Tenderers are required to conduct themselves in good faith in all dealings in relation to the procurement process.

### There must be no direct contact by Tenderers with Highways England or its advisers, consultants or contractors unless this is expressly agreed in advance by Highways England or expressly permitted by these Instructions.

### Highways England reserves the right to allow any Tenderer to correct an error in its Tender or clarify elements of its Tender to Highways England’s satisfaction rather than exclude such a Tenderer where Highways England is satisfied such action would be proportionate to the relevant issue and would not result in discrimination to other Tenderers or amount to unfair treatment.

## Disclosure Requests and Transparency

### Under the FOIA, the EIRs or the Regulations, Highways England may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the procurement process including any Tenders received.

### Under the UK Government’s Procurement Policy Note 02/17 (Promoting Greater Transparency) dated December 2017, Highways England is obliged to publish the details of the successful Tenderer and the provisions of any Contract let pursuant to this procurement process, excluding only information which is exempt from disclosure pursuant to the FOIA, EIRs or the Regulations.

### Tenderers must be aware that Highways England could receive requests for any information relating to this procurement process. Highways England is under a legal obligation to disclose such information if validly requested, unless an exemption applies. Highways England may also be obliged to make disclosures under other legislation or applicable codes or otherwise as required by law, including by order of a court of competent jurisdiction. Without prejudice to Highways England’s obligation to disclose information in accordance with the FOIA, EIRs and the Regulations, Highways England will, acting reasonably but at its sole discretion, consider the application of any exceptions set out in section 43 of the FOIA to any information identified by a Tenderer as genuinely commercially sensitive or any other relevant FOIA or EIRs exemption.

### Tenderers are therefore invited to return (in the Technical Envelope, Section 1) a document in the form of **Appendix I** of these Instructions to state which information in their Tender should not be disclosed due to one of the exemptions applying, for example because to do so would, or would be likely to, prejudice their commercial interests. Applications for non-disclosure must include:

clear and substantive justification; and

a time limit after which the information may be disclosed as the exemption will no longer apply.

### Highways England will endeavour to consult with the Tenderer and have regard to the Tenderer’s representations before it releases any information in response to a request made under the FOIA or the EIRs. However, Highways England will be entitled to determine in its absolute discretion, including where it considers that it would not be appropriate to consult with the Tenderer, whether any information is exempt from release under either the FOIA or the EIRs, or alternatively is to be disclosed in response to a request for information.

### All central government departments, their executive agencies and non-departmental public bodies are subject to control and reporting within government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-government role delivering overall government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

### For these purposes, Highways England may disclose within government any documents and information (including any that the Tenderer considers to be confidential and/ or commercially sensitive, such as specific information within the Tender) submitted by the Tenderer to Highways England during this procurement process. Tenderers consent to these terms as part of the procurement process.

### When taking up references as part of the Selection Questionnaire process Highways England confirms that it will keep confidential and will not disclose to any third parties any information obtained from a Tenderer’s named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations, or pursuant to an order of the court or demand made by any competent authority or body where Highways England is under a legal or regulatory obligation to make such a disclosure.

### Tenderers must note that Highways England may be required to publish the names of the Tenderers.

## Non-collusion

### Tenderers are required to return (in the Technical Envelope, Section 1) a non-collusion certificate in the form of the document at **Appendix J** as part of their Contract Policy and Compliance Submission.

### Where collusion between Tenderers (or any relevant parties with an interest in the procurement which may prejudice the outcome of the procurement) has been found to occur, Highways England reserves the right to exclude from this procurement any potential Tenderer at its discretion (without prejudice to any other civil remedies available to Highways England and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

## Publicity and marketing

### All publicity activity in relation to this procurement process or the award of any subsequent Contract is prohibited except with the prior written agreement of Highways England. Tenderers must, prior to any form of response, notify Highways England via the Sourcing Portal of any enquiries received from the media regarding this procurement process.

## Conflicts of Interest

### A “conflict” or “potential conflict” is any circumstance which creates a conflict of interest for a Tenderer or which could have an impact on the fair, transparent and non-discriminatory nature of this procurement process.

### Where there is any indication that a conflict of interest, or potential conflict of interest, between the Tenderer, its advisers, Highways England or Highways England’s advisers or any combination thereof has arisen or may arise it will be the responsibility of the Tenderer (using a document in the form of **Appendix K** to be returned in the Technical Envelope, Section 1) to inform Highways England immediately via the Sourcing Portal setting out the conflict or potential conflict in detail together with the measures taken and/or to be put in place to identify, prevent and/ or remedy any conflict or potential conflict of interest. In such circumstances, Highways England will be the final arbiter on issues of conflict or potential conflict of interests and, in cases where the actual or potential conflict of interest cannot (in Highways England’s reasonable opinion) be effectively remedied, Highways England will exclude the relevant Tenderer from the procurement process.

### If Highways England becomes aware of any actual or potential conflict of interest that the Tenderer has not declared to Highways England, the Tenderer may be excluded from the procurement process.

### Tenders by groups of entities or Associated Companies must be submitted autonomously and independently with appropriate evidence provided of measures which ensure this is in accordance with sections 4.5.2 or 4.5.5. Should Highways England suspect that relationships between groups of entities or Associated Companies means that they are not independent and evidence to demonstrate otherwise is not provided, that Tenderer may be excluded from the procurement process.

### Highways England considers that a potential conflict of interest could arise where the same entity is bidding in different capacities, for example, bidding in its own right and as a Key Sub-contractor to another Tenderer or as a Consortium Member in another tender. In such circumstances the Tenderer should address the potential conflict in the manner set out in section 4.5.2.

## Tender Warranties

### These Instructions and their associated documentation are provided in good faith. No warranty is given by Highways England as to the accuracy or completeness of information contained in them. Any liability for inaccuracy or incompleteness is expressly disclaimed by Highways England. Tenderers are to satisfy themselves they understand all requirements of the procurement process and all associated documents before submitting a Tender.

### Highways England reserves the right to cancel, amend or vary the procurement process at any point prior to the Contract award (in whole or in part) and with no liability on its part.

### Highways England reserves the right not to accept any Tender for any reason given in these Instructions or the Regulations.

### Highways England is not liable for any costs resulting from any amendment or cancellation of this procurement process nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by Tenderers. Tenderers submit a Tender at their own risk and expense.

## Tender Documents

### The documents provided to Tenderers are listed in **Appendix A** – Document Register.

### If Tenderers experience any difficulty in locating or opening documents listed in **Appendix A** or within any of the referenced documents, then a Tender Query should be raised via the Sourcing Portal.

### All documents and information issued to Tenderers remain the property of Highways England and may only be used for the purpose of tendering, they must not be disclosed to persons unconnected with the Tender and must be destroyed on completion of the procurement process.

## Consortia and sub-contracting

### A Tenderer must immediately advise Highways England if:

any Consortium Member, any Parent Company of any Consortium Member, any Key Subcontractors or any Parent Company of any Key Subcontractor changes; or

its ownership or the ownership of any Consortium Member any Parent Company of any Consortium Member, any Key Subcontractors or any Parent Company of any Key Subcontractor changes; or

any organisation involved in the preparation of any Tender Documents (in preparation of the Tender of another Tenderer) is acquired by it (or an Associated Company) or by any Consortium Member (or an Associated Company); or

it (or an Associated Company) completes the takeover of, or merges with, another Tenderer (or an Associated Company).

### If it is considered that a change in ownership of a Tenderer or any of its Consortium Members has created a potential conflict and/or potential for unequal treatment of Tenderers and/or would result in the same ultimate group of companies getting more than one opportunity to tender, Highways England reserves the right to seek measures to mitigate the risk of conflict and reserves the right (at its absolute discretion) to require the relevant corporate group of companies to withdraw one or more Tenders from the competition.

### Highways England also reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with section 4.8.1 and / or any other requirements relating to a change in any circumstances.

### Highways England recognise that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Tenderers should be aware that where information provided indicates that they are relying on sub-contractors or Associated Companies to meet the selection criteria or to play a significant role in delivering the Contract, any changes to those sub-contracting arrangements may affect their ability to proceed with the procurement process or to provide the supplies and/or services required. Tenderers must therefore notify Highways England immediately of any change in the proposed sub-contractor arrangements. Highways England reserve the right to deselect a Tenderer prior to any Contract award, based on an assessment of the updated information.

## Key Subcontractors

### Tenderers are requested to provide details of any Key Subcontractor whose experience the Tenderer is relying on to submit their proposal and who shall perform duties on behalf of the Tenderer.

### A Key Subcontractor provides a critical service that, if not provided, would prevent the Tenderer from tendering a compliant Tender or delivering the Contract objectives. For example, if the Tenderer was relying on a specialist programme management company to provide a programme management office function.

### Where a Tenderer is reliant on a Key Subcontractor, the Tenderer shall identify within any response to these Instructions, the identification of the service(s)/work(s) the Key Subcontractor would provide.

### The highlighted service(s)/work(s) provided by a Key Subcontractor will be evaluated on the same basis as a main Tenderer.

# TENDER COMMUNICATIONS

## Tender Queries

### If Tenderers have any queries or require any clarification concerning any aspect of these Instructions, then they should submit a Tender Query to Highways England through the Sourcing Portal not later than the date shown in **Table 2**.

### Tender Queries will only be permitted until the date shown in **Table 2**. This deadline is designed to permit Highways England to consider and respond to all Tender Queries within sufficient time to enable Tenderers to take account of Highways England’s response ahead of the Tender return date.

### Highways England reserves the right not to provide a response to any Tender Query raised by a Tenderer received after the date shown in **Table 2**.

### All Tender Queries and responses will be published openly to all Tenderers unless specifically marked “Commercially Sensitive” or “Confidential” by the Tenderer at the time of submission. If so marked Tenderers must explain why they consider that the Tender Query is commercially sensitive or confidential. These Tender Queries and Highways England’s responses will, subject to section 5.1.5, not be circulated to other Tenderers.

### If a Tenderer states that a Tender Query is in their opinion commercially sensitive or confidential, but Highways England does not agree, Highways England reserves the right to notify the Tenderer of its decision and reserves the right to offer the Tenderer an opportunity to withdraw the relevant Tender Query. If the Tenderer does not elect to withdraw the relevant Tender Query within the specified timeframe or within three working days (whichever is the later), the relevant Tender Query and response is circulated to all Tenderers.

### Where, in response to a Tender Query or otherwise, Highways England makes available further information that is relevant to the Tender then such information will be made available to all Tenderers.

### It shall be Highways England’s decision whether and how to answer a Tender Query. Highways England accepts no liability arising from the provision of clarification or further information or a decision not to provide further clarification or information.

### Highways England reserves the right to seek clarification in any form from any or all of the Tenderers at any time during the procurement process, including in order to assist in its consideration of a Tender. When replying to questions from Highways England, Tenderers may only respond to the question posed, and may not provide information additional to that requested in the question. Where:

a Tenderer's response includes information in addition to that specifically requested in the question; or

a Tenderer's response purports to correct or would have the effect of correcting an error in its Tender,

Highways England is entitled not to consider or take into account in the evaluation any such additional information or purported correction provided in the Tenderer's response as appropriate.

### Highways England reserves the right not to consider or take into account in the evaluation of any Tender any further information received from a Tenderer in response to a Tender Query where to do so would be contrary to the Regulations and the principles of equal treatment and transparency.

## Tender Amendments

### The Procurement Officer may make amendments to these Instructions and/or the documents in **Appendix A** and shall issue them to all Tenderers via the Sourcing Portal. Only in exceptional circumstances will amendments be issued after the closing date for submission of Tenders in the form of a post Tender amendment. Exceptional circumstances include where Highways England wishes to correct an error in these Instructions and/or the documents in **Appendix A**.

### Highways England officers or consultants do not have the authority to make any amendment to these Instructions except through an amendment issued by the Procurement Officer. If a purported amendment is made by anybody except the Procurement Officer, this is not to be considered valid and the Tenderer must refer the matter to the Procurement Officer immediately.

## Clarification of Contract

### Highways England is bound by the Regulations under the open procedure and as such cannot enter into any negotiations on the Tender or terms of the Contract.

### Any Tenderer who is unwilling to accept the terms of the Contract will be disqualified from the procurement process.

### Tenderers are not permitted to provide a formal mark-up of the Contract and any such mark-up shall be ignored. Highways England shall evaluate the Tender on the basis that the Tenderer accepts the provisions of the Contract in full. If Tenderers have submitted a qualified response to the Contract or a marked-up version of the Contract they will be disqualified.

# TENDER SUBMISSION REQUIREMENTS

## General

### Highways England reserves the right to exclude Tenders not received by the Tender return date and time shown in **Table 2** (subject to any amendments to that date or time issued by Highways England). If a Tender is submitted after the return date the Tenderer may be asked to explain and/ or evidence any system or material issue that prevented it from submitting its Tender by the return date.

### Tenders must be submitted using the Sourcing Portal and in accordance with these Instructions. Tenders must be complete and documents which are provided for Tenderers to fill in and return shall not be altered. Tenders shall not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Tender equivocal. Highways England reserves the right to exclude any Tenders which do not comply with the Instructions in this section.

### Before a Tender can be submitted the Tenderer must answer the confirmation statements within the Sourcing Portal, confirming that the person confirming is empowered to submit the Tender on behalf of their organisation, that the Tenderer accepts these Instructions (and any amendments or answers to Tender Queries), and that their Tender is valid.

### Tenders will remain open for acceptance by Highways England for a period of 180 days from the return date for the submission of Tenders after which period the validity of a Tender will be subject to confirmation by the Tenderer.

## Document Control

### A checklist of the documents to be returned with the Tender is set out in **Appendix B.** Each Tender including those documents must be submitted in three online envelopes as follows, further detail is given in **Appendix B**:

Qualification Envelope;

Technical Envelope; and

Commercial Envelope.

### Tenders and supporting documents must be written in English and priced in Pounds Sterling.

### Tenders must comply with the following document restrictions:

the page limits as identified in **Appendix E** must be adhered to, including title pages, drawings, diagrams, flow charts and annexes;

the pages of any document with a page limit must be numbered. Page numbers and other header or footer information may be included in the margin space;

text must be presented in “Arial” font and be no smaller than 11 point, single-spaced. All margins are to be set at no less than 2.54 centimetres. Text no smaller than 10 point can be used for drawings, diagrams and flow charts;

where the page limit states one page this means one side of A4; and

Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets.

### If the Quality Submission or any part of it exceeds the page limits, the content of the pages after the limit is reached will be disregarded and not distributed to the assessors for assessment.

### Documents are to be clearly referenced, sequenced and provided in Microsoft 2016 Word and Excel formats or Adobe PDF, with the exception of templates forming part of the documents requiring completion by the Tenderer which shall retain their original format. Where a Tenderer wishes to use a different file format this must be raised as a Tender Query in accordance with these Instructions. Any documents that are submitted in PDF format, must also be accompanied by the original source version (Word / Excel).

### Where the response to a question requires multiple files to be uploaded these can be combined in a single zip file. No single file is to be larger than 20Mbytes. Tenderers should label each file using the naming convention:

Tenderer initials; and

name of document given in **Appendix A**.

Example Format - “ABC \_Selection Questionnaire.”

## Variant Bids

### Highways England will not accept any variant bids in response to these Instructions and any variant bid received will be excluded.

## Tender Submission

### Tenderers are required to submit the following four submissions:

Selection Questionnaire Submission;

Contract, Policy and Compliance Submission;

Quality Submission; and

Commercial Submission.

## Selection Questionnaire Submission

### Tenderers are required to return the Selection Questionnaire Submission in the Qualification Envelope on the Sourcing Portal in accordance with the **Annex 1** Selection Questionnaire Guidance.

### The Selection Questionnaire includes the following:

PART 1: Potential supplier information;

PART 2: Exclusion grounds; and

PART 3: Selection questions.

## Contract, Policy and Compliance Submission

### Tenderers are required to complete and return in the Technical Envelope (Section 1) on the Sourcing Portal the Contract Policy and Compliance Submission, comprising:

the executed Form of Tender; and

the policy compliance statements described in **Table 3** confirming that they will adhere to Highways England’s relevant policies in the event that they are successful in this procurement.

### **Table 3 Policy and Compliance Documents Requirements**

| **Policy** | **Mandatory requirement?** | **Refer to** | **Response Required via** |
| --- | --- | --- | --- |
| 1. Confirmation that the Tenderer will enter into the parent company guarantee if required following assessment of the Selection Questionnaire economic and financial standing tests | Yes, if applicable | Section C1 of **Appendix C** | Document via Technical Envelope in the Sourcing Portal |
| Legal Opinion for Tenderers not registered in England and Wales | If the Tenderer is a non-UK registered company | Section C2 of **Appendix C** | Document via Technical Envelope in the Sourcing Portal (if applicable) |
| Statement that Tenderer will support use of SMEs as its sub-contractors | Yes | Section C3 of **Appendix C** | Document via Technical Envelope in the Sourcing Portal |
| Information Assurance Statement | Yes | Section C4 of **Appendix C** | Document via Technical Envelope in the Sourcing Portal |
| Data Protection Statement (GDPR) | Yes | Section C5 of **Appendix C** | Document via Technical  Envelope in the Sourcing Portal |
| Non-Collusion Compliance | Yes | **Appendix J** | Document via Technical Envelope in the Sourcing Portal |
| Fair Payment Charter Compliance | Yes | **Appendix L** | Document via Technical Envelope in the Sourcing Portal |
| Anti-bribery Code of Conduct Compliance | Yes | **Appendix L** | Document via Technical Envelope in the Sourcing Portal |
| Anti-fraud Code of Conduct Compliance | Yes | **Appendix L** | Document via Technical Envelope in the Sourcing Portal |
| Armed Forces Covenant Compliance | Yes | **Appendix L** | Document via Technical Envelope in the Sourcing Portal |

### All the documents detailed in **Table 3** must be submitted as part of the Tender. Highways England reserves the right to exclude a Tenderer that fails to provide compliance statements.

### Tenderers should refer to **Appendix C** and **Appendix L** for further details regarding each policy requirement.

## Form of Tender

### The Form of Tender will confirm the Tenderer’s acceptance of the Contract.

### A failure by a Tenderer to submit a completed Form of Tender containing the full and unqualified acceptance of the Contract (including all associated schedules) will result in automatic disqualification of the Tenderer’s Tender.

## Quality Submission Instructions

### Tenderers are required to complete and return in the Technical Envelope (Section 2) on the Sourcing Portal their Quality Submission, comprising responses to the Quality Questions in **Appendix E.**

### Each Quality Question sets out the following:

* **ambition** – the outcome Highways England is seeking to achieve;
* **question** – the question that Tenderers must respond to; and
* **requirements** – the minimum requirements Highways England considers essential to deliver the ambition.

### A Tenderer’s response to each Quality Question must include the following components:

methodology: describing the methods to be used, which must as a minimum address all the requirements;

evidence: showing how the methodology has been previously used, tested or piloted; and

Tender Commitments: Tenderers must provide Tender Commitments as described in section 6.9.

### The requirements in each of the Quality Questions are the areas Highways England believe essential to enable the ambition to be achieved. Each requirement must be clearly addressed, detailing the specific methodology that will deliver the requirement. Each requirement will be given equal importance by the Quality Assessment Panel.

### Tenderers must provide evidence to support their methodology. Tenderers must provide evidence to demonstrate they have successfully delivered the methodology previously, or that the methodology has been successfully used by others, or that it has been tested for example by trials, pilot schemes or research. The evidence is not required to be from delivery in a roads environment. For example, evidence for customer service could come from a different sector.

### Tenderers must provide the Resource Loaded Schedule to evidence the type and level of resources that the Tenderer proposes to utilise. To prepare the Resource Loaded Schedule, the Tenderers are required to use Part 2 of the completed Commercial Workbook provided in the Commercial Envelope (Section 3) and remove all pricing information for submission as part of the Quality Envelope (Section 2). The Resource Loaded Schedule will be viewed as an unpriced resource schedule and will be provided to the Quality Panel to support assessment of the Responses. The Resource Loaded Schedule does not count towards the page count for any Response*.* A priced version should still be included in the Commercial Envelope (Section 3).

## Tender Commitments

### A Tenderer must provide one or more Tender Commitments as part of its response to each Quality Question. Tender Commitments are a summary of each key element of the methodology and time-based outputs submitted to meet the requirements to deliver the ambition.

### The Tender Commitments will be assessed as part of the response to each Quality Question as described in **Appendix D**. The number of Tender Commitments provided in the response to each Quality Question will not of itself affect the Quality Score given for that Quality Question (as long as at least one is provided).

### All Tender Commitments must be SMART (specific, measurable, achievable, relevant and time-bound):

**specific** – the Tender Commitment must be well defined and specific to the Quality Question;

**measurable** – achievement of the Tender Commitment must be objectively measurable;

**achievable** – the Tender Commitment must be achievable;

**relevant** – the Tender Commitment must be aligned to the ambition; and

**time**-**bound** – the Tender Commitment must have a clear timeframe within which it will be achieved.

### Tender Commitments must be included in the Quality Submission and duplicated in the template Tender Commitments register located in **Appendix M** and returned in the Technical Envelope.

### Tender Commitments form part of the Quality Statement and will become part of the Contract on Contract award.

## Commercial Submission Instructions

### Tenderers are required to submit in the Commercial Envelope on the Sourcing Portal a completed Commercial Workbook found in **Appendix F** of these Instructions and a completed Contract Data Part 2.

### Tenderers are to complete the Commercial Workbook in accordance with the information and guidance notes provided within the Commercial Workbook.

### Tenderers must price all items (rates, percentages and prices) in the Commercial Workbook.

### Tenderers must price all items separately and to two decimal places.

### Tenderers are not permitted to:

price any item within another item;

cross subsidise any item within any other item;

make any assumptions regarding the use or relevance of any item; or

duplicate any price.

### Tenderers who price on any other basis and/or make any such assumptions may have their Tender excluded from the procurement process.

### In the event that a Tenderer prices an item as zero, the Tenderer must provide an explanation in the Commercial Workbook.

# 

# TENDER ASSESSMENT PROCEDURE

## Tender Assessment Procedure

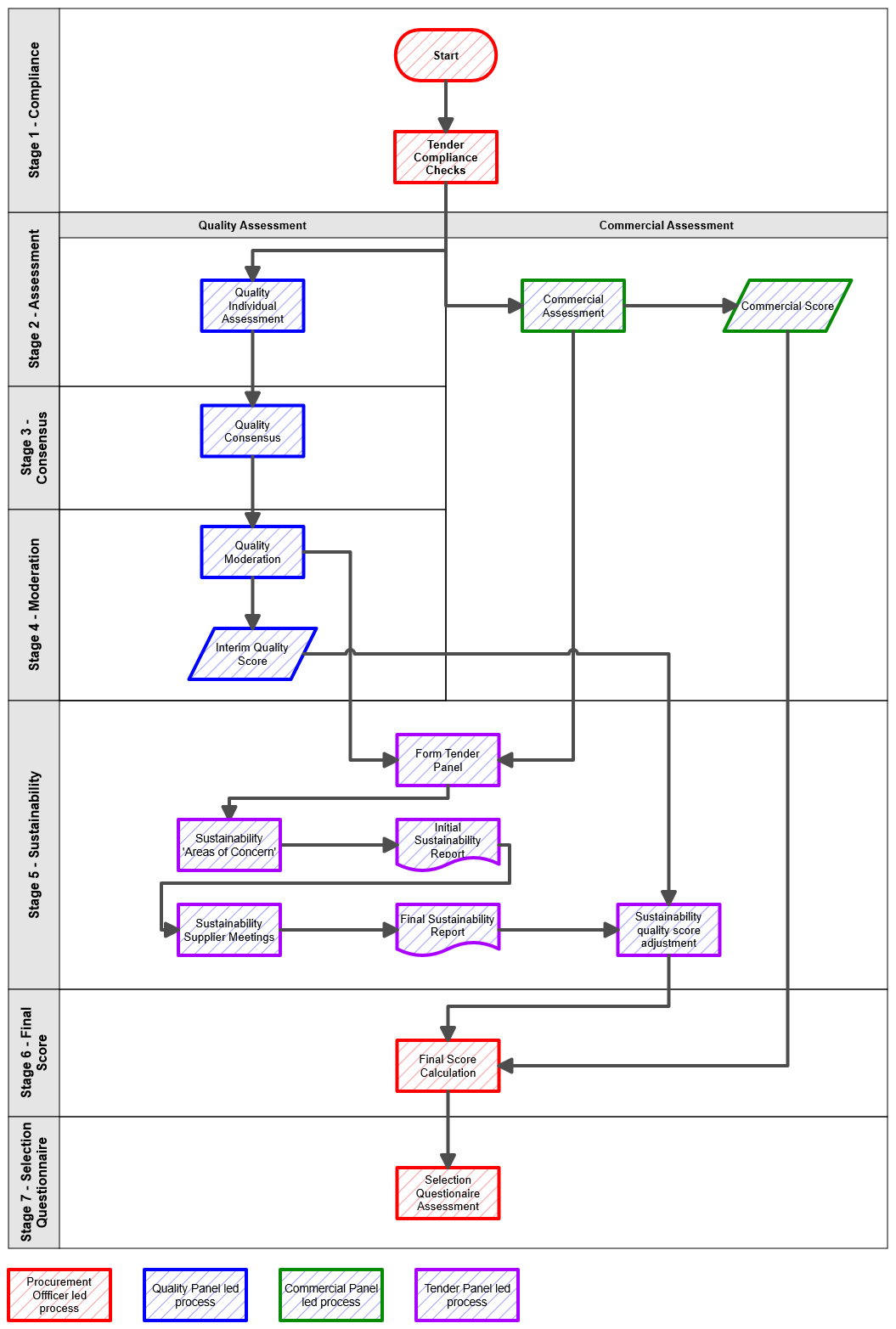
### The Tender assessment procedure identifies the most economically advantageous tender to Highways England by first assessing the Submissions for compliance then calculating the Quality Score and the Commercial Score and combining them in the ratio of 70% (Quality – including Social Value) and 30% (Commercial) and finally by applying the pass/fail and mandatory Selection Questionnaire requirements.

### The assessment of Tenders will be carried out in the seven stages shown in **Figure 1**:

### **Figure 1 Tender Assessment Procedure Stages**

### The assessment procedure is described in **Figure 2**.

### **Figure 2 Tender Assessment Procedure**



## Stage 1 - Compliance

### In this stage Highways England undertakes an initial check for Tender completeness and compliance, including that:

a full and complete set of correct documents and submissions has been uploaded to the Sourcing Portal;

the submitted documents and submissions are without qualification;

that no further documents were submitted beyond those required;

all relevant elements of the Selection Questionnaire have been self-certified by the Tenderer as compliant; and

the page count in the submitted documents and submissions has not been exceeded.

### Highways England reserves the right to exclude a Tender that does not meet the conditions in section 7.2.1(a) – (e) and will ignore any pages in excess of the page count.

## **Stage 2** - **Assessment**

### Highways England reserves the right to seek clarification of any part of a Tender to assist in its consideration of the Tender but shall be under no obligation to do so. It is the responsibility of Tenderers to ensure their Tender is free of errors and complies with these Instructions.

### **Commercial Assessment**

### The Commercial Assessment Panel will assess the Commercial Workbook provided by the Tenderer using the two-stage process described in section 7.3.3 to 7.3.10 of these Instructions.

### **Step One: Commercial Compliance**

### The Commercial Assessment Panel is completely independent of the Quality Assessment Panel, and no documents or information is shared between the panels.

### The Commercial Assessment Panel will check that Tenderers have submitted the Commercial Workbook in accordance with these Instructions and the guidance notes in the Commercial Workbook.

### If the Commercial Assessment Panel wishes to request clarification the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal.

### Examination of documents by Highways England may detect mathematical errors in computation that may undermine the reliability of the Tender. Highways England will highlight these errors to the Tenderer through the Sourcing Portal, so they can be corrected.

### **Step Two: Commercial Assessment**

### The Commercial Assessment Panel will award a score for each Tenderer after its assessment of the Commercial Workbook.

### The Tenderer with the lowest Price is awarded a Commercial Score of 100. The Commercial Scores of other Tenderers are calculated by deducting from 100 the percentage variance by which their Price is above the lowest Price. There will be no negative scoring, so the minimum possible Commercial Score is zero.

### A worked example is provided in **Appendix G.**

### If the Tenderer with the lowest Price is excluded from the competition, then the second lowest priced Tender will score 100 and the other Commercial Scores will be re-calculated in accordance with section 7.3.8.

### **Quality Assessment (including Social Value)**

### **Quality Criteria**

### The Quality sub-criteria (including one for Social Value) are detailed in **Table 4** below.

### **Table 4 Quality sub-criteria**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Award criterion** | **Weighting of Total Score** | **Question Number** | **Sub-Criterion** | **Sub-criterion Weighting** |
| Quality | 100% | 1 | Social Value | 10% |
| 2 | Health, Safety and Wellbeing | 30% |
| 3 | Leadership, experience and behaviours | 15% |
| 4 | Design delivery and assurance | 30% |
| 5 | Collaboration with a major infrastructure project | 15% |

### Assessment of the Quality Submission will be undertaken by the members of the Quality Assessment Panel who will evaluate and score in accordance with the evaluation methodology as set out in **Appendix D**.

### Members of the Quality Assessment Panel, working independently, assess the response to each Quality Question based wholly on the contents of the written Quality Submission, and any associated clarifications.

### If an individual member of the Quality Assessment Panel wishes to request clarification from a Tenderer, the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal.

### The individual members of the Quality Assessment Panel will award a score to the response to each Quality Question in accordance with the procedures specified in these Instructions and record their individual scores and rationale for each of the scores.

### Following the recording of the individual members of the Quality Assessment Panels’ scores, Quality Consensus meetings will be held in accordance with section 7.4.

## Stage 3 -Quality Consensus

### Members of the Quality Assessment Panel meet to agree a quality score and rationale for each Quality Question.

### Each of the individual members of the Quality Assessment Panel will present their rationale and scoring. The session will be independently facilitated by a representative of Highways England’s procurement team to reach an agreed consensus score and rationale for each Quality Question.

### If the during the Quality Consensus meeting the Quality Assessment Panel members wish to request clarification before they agree a consensus score, the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal. The Quality Assessment Panel members will meet again after the clarification has been received to reach the agreed consensus score and rationale.

### Following the conclusion of the Quality Consensus meeting, the Quality Assessment Panel’s consensus notes containing the quality scores and rationale for each Quality Question are presented to the Quality Moderation Panel in accordance with section 7.5.

## Stage 4 -Quality Moderation

### The Quality Moderation Panel provides challenge and assurance to the Quality Assessment Panel to ensure the score and rationale for each Tenderer’s response to each of the Quality Questions follows the scoring methodology in **Appendix D** and that methodology has been consistently applied to all Tenderers.

### The Quality Moderation Panel has access to all documents seen by the Quality Assessment Panel.

### The Quality Moderation Panel is not permitted to adjust quality scores in any circumstances.

### Where the Quality Moderation Panel identifies an inconsistent score, a lack of rationale to justify a score and/or a potential discrepancy in assessment, the Quality Moderation Panel will require the Quality Assessment Panel to reconvene and review the Quality Moderation Panel’s comments.

### The reconvened Quality Assessment Panel will review the relevant quality score taking into account the Quality Moderation Panel comments. The Quality Assessment Panel can either agree to amend the score and/or the rationale or confirm that the original score should remain. These amended or confirmed scores then become the Interim Quality Scores and the weighting is applied to each question in accordance with **Table 5**.

### **Table 5 Interim Quality Scores**

|  |  |  |  |
| --- | --- | --- | --- |
| **Question No** | **Interim**  **Quality Score  (/10)** | **Weighting (%)** | **Weighted Interim Quality Score  (/100)** |
| 1 |  | 10% |  |
| 2 |  | 30% |  |
| 3 |  | 15% |  |
| 4 |  | 30% |  |
| 5 |  | 15% |  |
|  |  |  | 100 |

### The Weighted Interim Quality Score for each of the questions will be determined by the following calculation;

### enabling a Weighted Interim Quality Score out of 100 to be calculated.

### The Minimum Quality Thresholds will be applied in accordance with sections 7.5.8 and 7.5.9.

### **Minimum Quality Thresholds**

### Where a Tenderer has been awarded a consensus score of “1” (or less) for any response, regardless of its scores for the remaining four responses, it will be excluded from the procurement process and its Tender will not be considered further.

### Where a Tenderer’s consensus score for any response is:

* less than a “6” for the response relating to:
* Question 2 – Health, Safety and Wellbeing; and/ or
* Question 4 - Design Delivery and Design Assurance,

### the Tenderer will be excluded from the procurement process, and its Tender will not be considered further.

### Following the Sustainability assessment process described in section 7.6, the Minimum Quality Thresholds tests will be reapplied.

## Stage 5 -Sustainability

### At the Sustainability stage the Tender Panel is formed from representatives of the Quality Assessment Panel and Commercial Assessment Panel.

### The Sustainability assessment considers the risk of a Tenderer not maintaining its quality solution for the duration of the Contract for the Prices submitted in its Commercial Workbook.

### The Tender Panel will undertake a Sustainability assessment with respect to each Quality Question, comparing the response to the Quality Question with the Tenderer’s Commercial Workbook.

### The Tender Panel will determine an initial Sustainability risk rating for each Quality Question in accordance with **Table 6** below.

### **Table 6 Sustainability – initial Sustainability risk rating**

| **Risk Level** | **Definition** |
| --- | --- |
| Low Risk | The Tender Panel considers that the Tenderer’s response to the Quality Question can be delivered over the duration of the Contract for the Price submitted. |
| High Risk | The Tender Panel considers that a material part of the Tenderer’s response to a Quality Question cannot be delivered over the duration of the Contract for the Price, including where this is likely to have a significant negative impact on the quality of the solution and the delivery of the ambition. |

### If the initial Sustainability assessment is low risk there is no further action required, if the initial Sustainability assessment is high risk a Sustainability meeting may be requested with the relevant Tenderer.

### The Tender Panel will undertake any Sustainability meeting via face to face meetings, or a conference call.

### If a Quality Question is identified as high risk the key findings of the initial Sustainability risk assessment will be communicated to the Tenderer in advance of a Sustainability meeting between one or more members of the Tender Panel and the Tenderer.

### The Sustainability meeting will allow one or members of the Tender Panel to further understand the Tenderer’s proposal(s) in relation to the initial Sustainability risks.

### Following the Sustainability meeting the Tender Panel will produce a Sustainability report. This will consider the initial Sustainability risk assessment and the Sustainability meeting findings, to determine a final Sustainability risk rating for each Quality Question in accordance with **Table 6**. The initial Sustainability risk assessment cannot be increased as a result of the Sustainability process but may be decreased if the Tenderer’s explanation at the Sustainability meeting lowers the risk(s) identified.

### The final Sustainability risk assessment will be used by the Tender Panel to determine a Sustainability adjustment to the Interim Quality Score for the relevant Quality Question in accordance with **Table 7**.

### **Table 7 Sustainability – Interim Quality Score reductions**

| **Risk Level** | **Sustainability Adjustment** |
| --- | --- |
| Low Risk | No score adjustment to be applied |
| High Risk | Interim Quality Score for the relevant Quality Questions to be reduced by 20% |

### The Final Quality Score for each Quality Question is determined by applying any Sustainability adjustment to the Interim Quality Score as shown in **Table 8**. The Weighted Final Quality Score for each Quality Question will be determined by the following calculation:

### This enables a Weighted Final Quality Score out of 100 to be calculated.

### **Table 8 Weighted Final Quality Score**

| **Question No** | **Interim**  **Quality Score  (/10)** | **Sustainability Adjustment** | | **Final Quality Score  (/10)** | **Question Weighting** | **Weighted**  **Final Quality Score** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 |  | [insert None *or* -20%] | |  | 10% |  |
| 2 |  | [insert None *or* -20%] | |  | 30% |  |
| 3 |  | [insert None *or* -20%] | |  | 15% |  |
| 4 |  | [insert None *or* -20%] | |  | 30% |  |
| 5 |  | [insert None *or* -20%] | |  | 15% |  |
|  |  | |  | | 100% |  |

### A worked example is provided in **Appendix H.**

### The Minimum Quality Threshold test will be reapplied to the Weighted Final Quality Scores in **Table 8**.

## Stage 6 -Total Score

### The total Weighted Final Quality Score is combined with the Commercial Score to derive a Total Score for each Tender. The Tenderer’s Total Score will be calculated to two decimal places using **Table 9** below**.**

### The Total Score will be used to rank Tenderers. The following rules apply to the ranking process:

### Tenderers will be ranked from highest to lowest based on the Total Score;

### if Tenderers are tied on the same score then the Tenderer with the highest total Weighted Final Quality Score, derived using **Table 8**, will take precedence;

### if Tenderers are still tied, then the Tenderer with the highest score for Quality Question 4 will take precedence;

### if Tenderers are still tied, then the Tenderer with the highest score for Quality Question 2 will take precedence;

### if Tenderers are still tied, then the Tenderer with the highest score for Quality Question 3 will take precedence;

### if Tenderers are still tied, then the Tenderer with the highest score for Quality Question 5 will take precedence; and

### if Tenderers are still tied, then the Tenderer with the highest score for Quality Question 1 will take precedence.

### The Tenderer who is ranked first following the application of the rules in section 7.7.2 will be taken forward to Stage 7 - Selection Questionnaire.

### **Table 9 Total Score calculation**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Total Weighted Final Quality Score**  **(/100) (i)** | **Commercial Score  (/100)  (ii)** | **70% Total Weighted Final Quality Score**  **(iii)** | **30% Commercial Score**  **(iv)** | **Total Score**  **(/100)**  (iii)+(iv)  **(v)** |
| **Tenderer A** |  |  |  |  |  |
| **Tenderer B** |  |  |  |  |  |
| **Tenderer C** |  |  |  |  |  |

## 

## Abnormally Low Tender

### If Highways England considers that a Tender appears to be abnormally low, it reserves the right to conduct an investigation in accordance with regulation 69 of the Regulations. Highways England reserves the right to undertake such an investigation at any stage during the tender process.

### Highways England may exclude a tender where the evidence supplied as part of the abnormally low tender investigation does not satisfactorily account for the low level of price or costs proposed.

## Stage 7 -Selection Questionnaire

### The Tenderer ranked first following Stage 6 - Total Score, will be required to submit evidence to support its answers in the Selection Questionnaire within the time stated. Highways England will check the evidence which supports the answers given to the Selection Questionnaire before award. If the required evidence is not provided within the time stated, or the evidence does not support the statements made in the Selection Questionnaire, the Tender will be rejected unless Highways England, at its sole discretion, elects to extend the evidence response time. This is at Highways England’s sole discretion, and if Highways England elects to extend the evidence response time this will be communicated to the Tenderer on a case by case basis.

### Highways England will assess the responses to Part 3 of the Selection Questionnaire in accordance with the assessment criteria in the Selection Questionnaire which can be found in **Annex 1** to these Instructions. In the event of a Tender being given a “fail” against any of the criteria, the Tender will be rejected.

### Subject to the outcome of the economic and financial standing tests undertaken as part of the Selection Questionnaire process, and the Sustainability process, Highways England will contact the Tenderer ranked first before Tender acceptance if a parent company guarantee (or other security agreed in accordance with these Instructions) is required, specifying the required security for Contract award.

### If the Tenderer ranked first passes the Selection Questionnaire assessment as set out in section 7.9.2 and complies with any request made in section 7.9.1, then, subject to section 8 – Tender Award Procedure it is awarded the Contract.

### If the Tenderer ranked first fails the Selection Questionnaire assessment as set out in section 7.9.2, fails to comply with any request made in section 7.9.1 or does not provide a Parent Company Guarantee as set out in 7.93, the Tenderer who is ranked second following Stage 6 – Total Score has its Selection Questionnaire evaluated in accordance with the process in sections 7.9.1 and 7.9.2. This process is repeated until the highest ranked remaining Tenderer passes the Selection Questionnaire assessment.

# CONTRACT AWARD PROCEDURE

## Award Procedure

### Highways England reserves the right not to proceed to award a Contract under this procurement process.

## Standstill period

### Highways England will inform successful and unsuccessful Tenderers of its decision about the award of the Contract in standstill letters prepared in accordance with regulation 86 of the Regulations.

### In addition to the feedback provided in the standstill letters, Tenderers may request a debrief to help improve future submissions. Debriefs will not be held until after Contract award.

## Contract Award

### The Tenderer identified for Contract award will be required to provide evidence that the insurances required in the contract are in place. Following receipt of the relevant information Highways England will award the Contract, subject to section 8.1.

#### IfT Document Register

###### The following documents are included with these Instructions

|  |  |
| --- | --- |
| **Document** | **File name** |
| **Volume 0 - Instructions for Tenderers including**: |  |
| These Instructions for Tenderers | This document |
| **Appendix A** (Document Register) | This Appendix |
| **Appendix B** (List of Documents to be returned with Tender) | Included within this document |
| **Appendix C** (Contract Policy and Compliance Statement Requirements) | Included within this document |
| **Appendix D** (Quality Questions Scoring Matrix) | Included within this document |
| **Appendix E** (Quality Questions) | Included within this document |
| **Appendix F** (Commercial Workbook) | Please see Volume 3 in the Sourcing Portal |
| **Appendix G** (Commercial Scoring Worked Example) | Included within this document |
| **Appendix H** (Quality Scoring Worked Example) | Included within this document |
| **Appendix I** (Commercially Sensitive Information Template) | Included within this document |
| **Appendix J** (Non-collusion Declaration Template) | Included within this document |
| **Appendix K** (Conflict of Interest Declaration Template) | Included within this document |
| **Appendix L** (Certificate of Compliance with HE Policies)Fair Payment CharterAnti-bribery Code of ConductAnti-fraud Code of ConductArmed Forces Covenant | Included within this document |
|  |  |
| Annex 1Selection Questionnaire GuidanceSelection Questionnaire | Annex 1 – Selection Questionnaire Guidance – See folder Volume 0 in the Sourcing PortalSelection Questionnaire – See Qualification Envelope in the Sourcing Portal |
|  |  |
| **Volume 1 - Contract including:** |  |
| Contract Data Part 1 & Part 2 | See Volume 1 in the Sourcing Portal |
| The Consultant's Offer and Client's Acceptance | See Volume 1 in the Sourcing Portal |
| **Volume 2 - Scope** |  |
| Scope | See Volume 2 in the Sourcing Portal |
| **Volume 3 – Pricing Documents** |  |
| Commercial Workbook |  |
| **Volume 4 - Templates** |  |
| Tender Query Form | See Volume 4 in the Sourcing Portal |

#### Check List of Documents to be returned with the Tender:

##### B.1 In the Qualification Envelope

|  |  |
| --- | --- |
| **Document to be returned** | **Number required** |
|
| Selection Questionnaire Submission (to be completed in the Sourcing Portal) | 1 |

##### B.2 In the Technical Envelope

|  |  |
| --- | --- |
| **Document to be returned** | **Number required** |
|
| Form of Tender | 1 |
| Contract, Policy and Compliance Submission | 1 |
| Confirmation Tenderer will enter into a Parent Company Guarantee if required (see **Appendix C** section C1) | 1 |
| Draft legal opinion concerning eligibility of Tenderers not registered in England and Wales (see **Appendix C** section C2), if applicable | 1 |
| Resource Loaded Schedule | 1 |
| **Policy statements:** |  |
| Confirmation that Tenderer supports use of SMEs as sub-contractors (see **Appendix C** section C3) | 1 |
| Confirmation that Tenderer complies with required Information Assurance procedures (see **Appendix C** section C4) | 1 |
| Confirmation that Tenderer complies with Data Protection (GDPR) methods and procedures (see **Appendix C** section C5) | 1 |
| Completed Commercially Sensitive Information Template (**Appendix I**) | 1 |
| Completed Non-collusion Certificate (**Appendix J**) | 1 |
| Completed Conflict of interest Declaration (**Appendix K**) | 1 |
| Completed Certificate confirming compliance with   * Fair Payment Charter * Anti-bribery Code of Conduct * Anti-Fraud Code of Conduct * Armed Forces Covenant   (**Appendix L**) | 1 |
| Declaration that the Tenderer holds (or will obtain prior to the times required) the insurances specified in Volume 2 Scope Annex 03, at levels required | 1 |
| Statement confirming that the Tenderer will take responsibility for any insurance matters within the excess amounts stated within their insurance policies. | 1 |
| Quality Statement which includes the responses to the Quality Questions and the Tender Commitments Register | 1 |

###### B.4 In the Commercial Envelope

|  |  |
| --- | --- |
| **Documents to be returned** | **Number required** |
|
| Commercial Workbook | 1 |
| Contract Data Part 2 | 1 |
| Signed copy of The Consultant's Offer and Client's Acceptance | 1 |

#### Contract, Policy and Compliance Statement Requirements

##### The Tenderer is required to provide a statement of compliance against the requirements below:

###### The Tenderer should be aware that Highways England may require the benefit of a guarantee from the Parent Company of the Tenderer as set out in the draft Contract.

##### Parent Company Guarantee

###### If requested the Tenderer must submit from the stated guarantor either:

* a certified copy of a board minute of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee, if required; or
* if the guarantor is:

1. registered in the United Kingdom under the Companies Act 2006, a letter signed by the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested; or
2. not registered in the United Kingdom under the Companies Act 2006:

* a letter signed by the equivalent under the law applicable to the guarantor of the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested; and
* a legal opinion from a lawyer or law firm acceptable to Highways England which is qualified and registered to practise in the jurisdiction in which the guarantor is incorporated, confirming the validity of the guarantor’s commitment under applicable local law; the legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyer or law firm giving the opinion must not be subject to any financial limitation unless otherwise agreed by Highways England.

###### If the Tenderer does not submit the relevant documents specified in sections i) or ii) above, the Tender may be excluded.

##### Legal Opinion for Tenderers not registered in England and Wales

###### If the Tenderer, or a Consortium Member of the Tenderer is not a company incorporated in and subject to the laws of England and Wales (a “Foreign Entity”), then the Tenderer provides a legal opinion from a lawyer or law firm which is:

* qualified and registered to practise in the jurisdiction in which the Foreign Entity is incorporated; and
* accepted by Highways England (the Tenderer must discuss this with the Procurement Officer prior to Tender return); and
* the legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not to be subject to any to financial limitation unless otherwise agreed by Highways England in writing (the Tenderer must discuss this with the Procurement Officer prior to Tender return).

###### The legal opinion must include:

* confirmation that:

1. the Foreign Entity is validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
2. the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Contract;
3. all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Foreign Entity of the Contract and the performance by it of its obligations under it have been duly taken;
4. the proposed signatories/method of execution (of which details are provided) will constitute valid execution by the Foreign Entity;
5. the execution and delivery by the Foreign Entity of the Contract and the performance of the obligations does not conflict with or violate:

* the constitutional documents of the Foreign Entity;
* any provision of the laws of the jurisdiction in which it is incorporated;
* any order of any judicial or other authority in the jurisdiction in which it is incorporated; or
* any mortgage, Contract or other undertaking which is binding on the Foreign Entity or its assets; and

1. (assuming that the Contract is binding under English law), the contract constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;
2. notification of any other formalities to be complied with under local law which may be necessary to enforce the Contract in the Foreign Entity’s place of incorporation, including for example notarisation, legalisation or registration of the Contract;
3. notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to Highways England under the Contract;
4. confirmation that Highways England is not be deemed to be tax resident or domiciled in the foreign jurisdiction by reason of its entry into the Contract; and
5. Confirmation that the Foreign Entity and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Contract.

* Highways England reserves the right to exclude a Tenderer if a legal opinion does not provide the confirmations and notifications required by section C.2.2 above.

##### Statement regarding Small and Medium Sized Enterprises

###### Highways England is committed to removing barriers to SME participation in its contracts including subcontracting opportunities. Tenderers proposing to subcontract part of this contract should provide assurance that they have considered how SMEs could play a part. This shall include details of the measures put in place to encourage and enable participation as subcontractors. If awarded the Contract Tenderers will be asked for regular information about spend with SMEs under the Contract and Highways England may publicise good practice on its websites and report such expenditure to other Government Departments.

###### An SME subcontracting statement is not required if the Tenderer has classified itself as an SME.

##### Statement regarding Information Assurance Compliance

###### Every Government Department and their arm’s length bodies are required to take suitable precautions to safeguard their information. The requirement by Highways England for information assurance provides it with the confidence that the Tenderer’s information and communications systems will protect the information issued in connection with this Tender procedure

###### Tenderers shall provide a description of proposals for handling information. Suitability of proposed information assurance solutions must be compatible with the Highways England data handling procedures provided in Volume 2, Scope.

##### Statement regarding the General Data Protection Regulation (GDPR)

###### Tenderers shall provide a statement, signed by their Chief Information Officer, confirming that the methods and procedures they use to process personal data comply with GDPR obligations incorporated into English law by the Data Protection Act 2018 and Highways England’s data protection requirements in Annex 8 of the Scope.

#### Quality Questions Scoring Matrix

##### The Quality Submissions for each Quality Question are scored using the assessment standards set out below:

| Classification | Score | Description |
| --- | --- | --- |
| Unsatisfactory | 1 | An unsatisfactory score will be applied if:   1. the response does not answer the question, or fails to address one or more of the requirements; or 2. the methodology lacks basic explanatory detail or there is little or no supporting evidence provided; or 3. Tender Commitments are not provided or the Tender Commitments are not specific, measurable, achievable, realistic and do not have defined time-bound outputs, lack defined outputs or fail to describe how they will contribute to the achievement of the ambition.  Overall the response provides Highways England with unsatisfactory confidence that the ambition will be achieved. |
| Weak | 3 | A weak score will be applied if:   1. the response answers the question and addresses all the requirements; and 2. the response is supported by methodology linked to the ambition, which includes defined procedures, resources and systems, which is supported by evidence; and 3. the Tender Commitments contain outputs based on the methodologies   and   * the methodology does not directly support the delivery of the ambition, or * the methodology and evidence are lacking in relevant detail, or * the Tender Commitments are not specific, measurable, achievable, realistic and do not have defined time-bound outputs or do not describe how they will support the achievement of the ambition.  Overall the response provides Highways England with weak confidence that the ambition will be achieved. |
| Good | 6 | A good score will be applied if:   1. the response answers the question and addresses all the requirements; and 2. the response is supported by methodology directly supporting the delivery of the ambition, which includes defined procedures, resources and systems, and is supported by evidence. The methodology and evidence may be lacking in detail but in minor areas only; and 3. the Tender Commitments collectively support the delivery of the ambition, and capture the methodology, and are specific, measurable, achievable, realistic and have defined time-bound outputs.  Overall, the response provides Highways England with good confidence that the ambition will be achieved. |
| Very Good | 9 | A very good score will be applied if:   1. the response meets the standard for good; and 2. both methodology and evidence are fully detailed; and 3. the evidence demonstrates a very good likelihood of successful implementation; and 4. the Tender Commitments contain outputs planned at times to optimise delivery of the ambition.  Overall the response provides Highways England with very good confidence that the ambition will be achieved. |
| Excellent | 10 | An excellent score will be applied if the response:   1. meets the standard for very good; and 2. demonstrates it will contribute to continuous improvement.  Overall the response provides Highways England with excellent confidence that the ambition will be achieved. |

##### 

#### Quality Questions (Including Social Value)

##### The Quality Questions Tenderers must respond to are set out below:

| **Criterion** | **Question Number** | **Ambition** | **Question** | **Requirements** | **Page Limit (including Tender Commitments)** |
| --- | --- | --- | --- | --- | --- |
| Social Value | 1 | Improve health and wellbeing of the Tenderer’s workforce | Describe how your organisation will contribute to improving the health and wellbeing of your workforce. | The response must consider activities that:   * demonstrate what action you will take to support the health and wellbeing, including physical and mental health, in the Contract workforce through implementing policies relevant to your organisation | Maximum 1 page. |
| **Health, Safety and Wellbeing (HS&W)** | 2 | Industry-leading standards for health, safety and welfare during design construction, operation, maintenance and decommissioning. | How will you deliver a completed design, within the required timescales, that meets Highways England’s expectations for health, safety and welfare during design and construction, as well as the expectations of Cadent as the future asset owner, operator and maintainer during the operation, maintenance and decommissioning phases. | The response must consider how you will meet   * Highways England’s expectations which are outlined in the Common Intent and Raising the Bar documents; * Highways England’s Home Safe and Well approach; and * Cadent’s expectations, which are outlined in the Basis of Design Statement, included in Annex 02 of the Scope.   The response must also consider how you will manage the items below to deliver the ambition:   * + - 1. resources, with reference to the Resource Loaded Schedule       2. individual skills, knowledge and experience of the people within the design team;       3. schedule;       4. design management plan; and   5. potential significant risks and possible principles of prevention to be applied. | Maximum 3 pages. |
| Leadership, Experience and Behaviours | 3 | A contract leadership that enables a high performing team to deliver the Contract requirements in a manner aligned to Highways England’s imperatives and values. | Describe how your *key persons* will lead the delivery of the Contract requirements in a manner that is aligned to the Highways England’s ’s imperatives and values. | The response must consider:   1. how the values of your organisation are aligned with Highways England’s values and how these will be embedded in the team to create a high performing team that will deliver the Contract requirements; 2. the experience of the *key persons* in leading teams delivering gas pipeline design contracts; and 3. the resources as detailed in the Resource Loaded Schedule | Maximum 2 pages, plus maximum 2 pages for each CV for the lead designer and contract director (the *key persons.*) |
| Design Delivery and Design Assurance | 4 | Design accepted by Highways England and Cadent first time at each stage of the Cadent’s LTC Stage Gate Definition. | How will you approach and deliver the *service* to ensure that the design is accepted by Highways England and Cadent first time at each stage gate of the Cadent LTC Stage Gate Definition. | The response must consider how you will deliver:   1. requirements of the Cadent LTC Stage Gate Definitions; 2. the LTC Design Fixity guidance; 3. the requirements in the Scope for design submission and review by Highways England and Cadent; and 4. the *service* with the resources as detailed in the Resource Loaded Schedule. | Maximum 2 pages |
| Collaboration with a major infrastructure project | 5 | The wider LTC programme will benefit from the successful tenderer’s collaborative approach to delivering the Contract. | Please describe how you will approach and deliver collaborative working. | The response must consider how you will deliver:   1. your organisation’s approach to collaborative working and how you will tailor it to the requirements of this Contract; 2. your approach to stakeholder management; 3. your approach to relationship management; and 4. the *service* with resources as detailed in Resource Loaded Schedule. | Maximum 2 pages. |

#### Commercial Workbook

##### The Commercial Workbook Tenderers must complete is as follows:

###### Refer to appended excel version of the Commercial Workbook, titled “Detailed Design Services for Contestable Gas Assets – IfT Appendix F Commercial WorkBook - Rev 0.1”.

#### Commercial Scoring Worked Example

##### Commercial Scoring Example

##### The tables below illustrate the application of the Commercial Workbook to determine a Commercial Score. Tenderers are to note that all examples in this Appendix are for indicative purposes only.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tenderer** | **Tendered Price** | **Percentage above Lowest** | **Financial Score** | **Financial Ranking** |
| A | £750,000.00 | N/A | 100.00 | **1** |
| B | £792,600.00 | 5.7% | 94.32 | **2** |
| C | £826,100.00 | 10.1% | 89.85 | **3** |
| D | £901,100.00 | 20.1% | 79.85 | **4** |
| E | £1,056,300.00 | 40.8% | 59.16 | **5** |
| F | £1,510,000.00 | 101.3% | 0.00 | **6** |

#### Quality Assessment Scoring Worked Example

##### Quality Assessment Scoring - Worked Example

| **Question No** | **Interim**  **Quality Score  (/10)** | **Sustainability Adjustment** | | **Final Quality Score  (/10)** | **Question Weighting** | **Weighted**  **Final Quality Score** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 9 | None | | 9 | 10% | 9 |
| 2 | 6 | None | | 6 | 30% | 18 |
| 3 | 6 | None | | 6 | 15% | 9 |
| 4 | 9 | -20% | | 7.2 | 30% | 21.6 |
| 5 | 9 | None | | 9 | 15% | 13.5 |
|  |  | |  | | 100% | 71.1 |

#### Commercially Sensitive Information Template

**(See section 4.2 of the Instructions for Tenderers)**

Please print this page and use the space below to list any information forming part of your tender submission the disclosure of which you consider would be prejudicial to the commercial interests of your organisation or any other person. Please return the document in in the Technical Envelope, Section 1.

Please provide reasons.

|  |  |  |
| --- | --- | --- |
| Item | Description | Reason |
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(signed) (tenderer name)

………………………………… ………………………………..

(print name) (date)

#### Non-collusion Declaration Template

**(See section 4.3 of the Instructions for Tenderers)**

Please print this page and return a signed copy with your Tender (in the Technical Envelope) to confirm your agreement to what it says.

We certify that this tender is made in good faith and that we have not fixed or adjusted the prices contained in it by agreement with any other person.

We further certify that we have not and will not: before the award of any contract, communicate to any person other than Highways England or a person duly authorised on their behalf any pricing information contained in our tender or proposed tender, except where the disclosure (in confidence) of pricing information is necessary to obtain insurance premium quotations required for the preparation of our tender.

We further certify that we have not and will not enter into any agreement or arrangement with any person (outside any consortium of which we are a member), that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.

We further certify that we have not and will not: pay or give (or offer or agree to pay or give) any sum of money or other valuable consideration directly or indirectly to any person for doing or causing to be done, in relation to any tender or proposed tender, any act of the sort described in the statements above.

We also certify that the principles described in statements above have been, or will be, brought to the attention of all sub-contractors and suppliers providing services or materials in connection with our tender and any contract which we enter into with such sub-contractors and suppliers will be made on the basis of compliance with the above principles by all parties.

By submitting this compliance statement, we certify that the statements above are accurate in regards to our conduct and we will fulfil any obligations required by these statements.

………………………………… ………………………………..

(signed) (tenderer name)

………………………………… ………………………………..

(print name) (date)

#### Conflict of Interest Declaration Template

**(See section 4.6 of the Instructions for Tenderers)**

Please use a copy of the table below to explain why you consider that a conflict of interest, or potential conflict of interest has arisen or may arise in the future between your organisation, its advisers, Highways England or Highways England’s advisers or any combination thereof as a result of your participation in this procurement competition.

Please also explain the measures taken and/or to be put in place to prevent and/or remedy any such conflict or potential conflict of interest.

Please return the document in in the Technical Envelope, Section 1.

|  |  |
| --- | --- |
| ***Actual or Potential Conflict of Interest Situation*** | ***Measures taken and/or to be put in place to prevent and/or remedy that actual or potential conflict of interest.*** |
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………………………………… ………………………………..

(signed) (tenderer name)

………………………………… ………………………………..

(print name) (date)

#### Certificate of Compliance with HE Policies

Please sign below and return the document in the Technical Envelope, Section 1 to certify that by submitting a Tender for this procurement you agree (if your tender is successful) to comply with the following Highways England policies set out below.

* Fair Payment Charter
* Anti-bribery Code of Conduct
* Anti-fraud Code of Conduct
* The Armed Forces Covenant

………………………………… ………………………………..

(signed) (tenderer name)

………………………………… ………………………………..

(print name) (date)

Fair Payment Charter

This charter aims to align with the principles outlined by the Office of Government Commerce in its “Guide to Best Fair Payment Practice”. It is not intended to be a legally binding document and will not be used in construing any contractual commitment.

Suppliers who have not already signed up to their commitment to work towards delivering the requirements of this charter will be expected to do so prior to award of any Highways England contract.

It is recognised that Suppliers to Highways England may require an introductory period to modify their business systems and procedures in line with the charter commitments.

Fair and transparent payment practices are essential to achieving successful integrated working on all contracts. Highways England, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to meeting the principles of fair payment.

As a supplier to Highways England, we agree that we will strive to meet the Fair Payment commitments set out below. We will additionally seek to embed the principles throughout our supply chain.

Companies have the right to receive correct full payment as and when due. Deliberate late payment or unjustifiable withholding of payment is ethically not acceptable.

‘Fair Payment’ will apply equally between Highways England and the lead contractor and throughout the supply chain.

The process will be transparent and members of the supply chain will have certainty of how much and when they will be paid.

Companies will consider, where appropriate, operating relevant contracts on an open book basis.

The correct payment will represent the work properly carried out, or products supplied, in accordance with the contract. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made at the time of contract.

To ensure effective and equitable cash flow for all those involved, all contracts will provide for regular payments and have payment periods not exceeding 30 days, from receipt of invoice.

In order to avoid payment delays, Highways England and all supply chain members will agree payment procedures at the outset of their contracts. Payment will be through electronic BACS transfer and will apply throughout the supply chain

Monitoring compliance with the Charter principles will be built into the Highways England “Collaborative Performance Framework “for performance measurement” (or any other performance measurement tool used).

Anti-bribery Code of Conduct

Highways England, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to meeting the principles of anti-bribery, as enacted in the Bribery Act 2010 and Ministry of Justice guidance.

The Commitment

As a supplier to Highways England we confirm that we will meet the commitments set out below and will embed the principles throughout our supply chain.

1. We are committed to ensuring that our business operates with the utmost integrity.

2. We, and those employed by us will not:

* offer, promise, pay or provide bribes\* to any person;
* request, agree to accept or receive bribes;
* offer hospitality to Highways England’s staff that would breach the requirements of Annex A; and
* commit any act of bribery that would cause Highways England to be in breach of any anti bribery laws.

3. We are committed to having robust procedures and controls in place within our business to minimize the risk of bribery with the aim of preventing bribery and confirm that we:

* have a zero-tolerance of bribery offences throughout our organisation;
* conduct risk assessments to identify and monitor potential bribery risks;
* adopt due diligence measures to vet and approve third parties performing services on our behalf;
* have clear, practical and accessible policies and procedures to address potential risks of bribery, and to prevent bribery;
* provide education and awareness to all our employees on anti-bribery;
* have a mechanism in place to allow employees to report potential bribery issues in confidence and have a process to deal with reports protecting the reporting individual;
* deal effectively with any occurrences of bribery; and
* act at all times in good faith, impartially and in accordance with a position of trust.

4. We agree to:

* keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit Highways England to inspect those records as required; and
* immediately notify Highways England of any breach of section 2 above.

\* A bribe for the purpose of this policy is the provision of any financial or other advantage to encourage or induce that person to perform their functions or activities improperly or to reward that person for having already done so. Bribes can include money, gifts, hospitality, entertaining, commissions, expenses, reciprocal favours, political or charitable contributions, or any direct or indirect benefit or consideration.

##### **Anti-bribery code annex A**

Offer no -

* gifts other than low-value items such as diaries or calendars (up to £10 in value). Calendars, diaries or other small items of office equipment may be offered and accepted but the gift must bear the company's name or insignia and can legitimately be regarded as being in the nature of advertising material;
* benefits and/or hospitality and/or entertainment such as cocktail parties, meals, receptions, presentations and conferences; and also invitations to social, cultural and sporting events; and
* overnight accommodation and travel to and from a venue at which an event is being held.

Anti-fraud Code of Conduct

Highways England, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to working fairly, honestly and with integrity and transparency. Highways England does not tolerate any form of fraud.

Fraud is a dishonest act, through false representation, failure to disclose information or abuse of position, with the intent of causing a gain for self, or loss to another.

Fraud does not necessarily result in direct or immediate financial benefit for the individual(s) committing fraud but may cause a loss and/or a negative reputational impact to another.

The Commitment

As a supplier to Highways England we confirm that we will meet the commitments set out below and will embed the principles throughout our supply chain.

1. We are committed to ensuring that our business operates with the utmost integrity.
2. We, and those employed by us, will not commit any fraudulent acts or carry out any of the following acts which could amount to fraud including, but not limited to:

* submission of false or inflated claims or invoices for payment or reimbursement;
* intentional distortion of financial statements or other records;
* false or fraudulent financial reporting or making false or fictitious entries concerning accounts, equipment or supplies;
* forgery or alteration of any documents such as cheque, bank draft or any other financial documents including destruction or removal of records;
* impropriety in the handling or reporting of money or financial transactions;
* theft or misappropriation of assets or funds;
* disclosure of confidential information to third parties without authority for personal gain; and
* the payment of excessive prices or fees where they are not justified.

1. We agree to:

* keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit Highways England to inspect those records as required; and
* immediately notify Highways England of any breach of this Code.

The Armed Forces Covenant

The Armed Forces Covenant is a public-sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

The Covenant’s two principles are that:

* + the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
  + special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

Highways England encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at The Corporate Covenant.

If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address:

Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

The above is not a condition of working with Highways England now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, Highways England very much hopes you will want to provide your support.

#### Template Tender Commitments Register

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Ambition** | **Tender Commitments** | **Reference to relevant area in the Quality Submission** |
| 1 |  |  |  |
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#### **Annex 1** Selection Questionnaire Guidance

###### **Guidance and Assessment of Selection questionnaire.**

###### Please see Annex 1 in the Sourcing Portal.

###### 

#### **Annex 2** Selection Questionnaire

###### Please see the Qualification Envelope in the Sourcing Portal.