

**Highways England**

**Term Service Contract**

**Instructions for Tenderers**

**Highways England Meter Administrator Contract 2018**

List of Contents

[1 THE TENDER PERIOD PROCESS 3](#_Toc519067868)

[1.1 General 3](#_Toc519067869)

[1.2 Documents 5](#_Toc519067870)

[1.3 Tender communications 6](#_Toc519067871)

[1.4 Not Used 6](#_Toc519067872)

[1.5 Not Used 6](#_Toc519067873)

[1.6 Tender Timetable 6](#_Toc519067874)

[1.7 Cancellation of tender 6](#_Toc519067875)

[2 Submission of Tenders 7](#_Toc519067876)

[2.1 General 7](#_Toc519067877)

[2.2 Selection Questionnaire 8](#_Toc519067878)

[2.3 Quality Statement 8](#_Toc519067879)

[2.4 Key People 9](#_Toc519067880)

[2.5 Health and Safety 9](#_Toc519067881)

[2.6 Price Schedule 10](#_Toc519067882)

[2.7 Other Information 10](#_Toc519067883)

[3 TENDER ASSESSMENT PROCEDURE 14](#_Toc519067884)

[3.1 Evaluation Method 14](#_Toc519067885)

[2.8 General 14](#_Toc519067886)

[3.3 Quality Marking 15](#_Toc519067887)

[3.4 Financial Scoring 16](#_Toc519067888)

[3.5 Combining Quality and Financial scores 16](#_Toc519067889)

[3.7 Validating the financial information 17](#_Toc519067890)

[3.8 Determining the Preferred Bidder 17](#_Toc519067891)

[3.9 Validation of Selection Questionnaire 18](#_Toc519067892)

[3.10 Sustainability check 18](#_Toc519067893)

[3.11 Team Confirmation 19](#_Toc519067894)

[4 TENDER AWARD 20](#_Toc519067895)

[4.1 General 20](#_Toc519067896)

[Annex A - Tender Documents 22](#_Toc519067897)

[Annex B - Tender Query Form (Not Used) 24](#_Toc519067898)

[Annex C - Indicative Tender Timetable 25](#_Toc519067899)

[Annex D - Selection Questionnaire 26](#_Toc519067900)

[Annex E - Quality Submission Requirements 49](#_Toc519067901)

[Annex F - Quality assessment 55](#_Toc519067902)

[Annex G - A worked example. 60](#_Toc519067903)

[Annex H - Determination of successful tender 62](#_Toc519067904)

[Annex I - Not used 63](#_Toc519067905)

[Annex J - Fair Payment Certificate 64](#_Toc519067906)

[Annex K - Anti Bribery Code of Conduct 66](#_Toc519067907)

[Annex L - Anti Fraud Code of Conduct 68](#_Toc519067908)

# **THE TENDER PERIOD PROCESS**

## General

* + 1. These Instructions for Tenderers apply to the submission of tenders for **Highways England Meter Administrator Contract 2018.** This tender process is carried out under the Open Procedure following publication of **contract notice 2018-041424** dated 20 July 2018.
    2. The tender process seeks to determine the most economically advantageous tender to Highways England the *Employer*. This will be a compliant, sustainable and affordable bid which meets the selection criteria and which has a validated overall score higher than any other Tenderers’ overall score.
    3. Tenders must be submitted in accordance with these Instructions. Tenders not complying with these Instructions may be rejected by Highways England whose decision in the matter will be final. These Instructions will not form part of the proposed contract.
    4. For enquiries contact the Employer via the e-Sourcing portal https://highways.bravosolution.co.uk for **Highways England Meter Administrator Contract 2018**. The Procurement Officer for this competition is **Lee Bryant** at Highways England. Contact with the Procurement Officer must be made via the e-Sourcing portal only. Except where otherwise directed in these Instructions, Tenderers must not contact any person in relation to this competition other than the Procurement Officer or, if nominated, their designated deputy. The name of any designated deputy will be confirmed in writing.
    5. **Tender return deadline via Bravo is 12:00 22 August 2018.**
    6. Tenderers are to identify a single point of contact in their organisation to communicate with the Procurement Officer. The name and email address of the contact are to be provided within one week of the Invitation to Tender.
    7. The tender must be treated as private and confidential. Tenderers should not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium.
    8. Under the Freedom of Information Act 2000, Public Contract Regulations 2015 (as amended) and the Environmental Information Regulations 2004 (EIR) Highways England may be obliged to disclose information relating to responses to this tender process including any tenders received.
    9. Under the Cabinet Office Efficiency Reform Group’s Guidance Note updated May 2012 entitled “Transparency – Publication of New Central Government Contracts”, Highways England is obliged to publish the responses to this tender and the provisions of any contract let pursuant to it, excluding only information which is exempt from disclosure pursuant to the Freedom of Information Act 2000. Highways England’s initial view is that the only materials likely to be excluded from publication on this basis are as follows:
       - Part B of the Quality Statement
       - Build-ups of rates and Prices in the Price Schedule *(*but not the total Prices in the Price Schedule)
    10. Tenderers should be aware that the *Employer* could receive requests for any information relating to this contract or tender. While the *Employer* reserves its discretion in responding to any such information request. Tenderers are invited to request that certain information is not disclosed or published if to do so would prejudice their legitimate commercial interests or if it is otherwise exempt from disclosure under the Freedom of Information Act 2000. Requests for non-disclosure under the Freedom of Information Act 2000 must accompany the tender and include:
* Clear and substantive justification
* A time limit when any confidential information could be disclosed

The terms of any confidentiality agreement would, if requested, be available for disclosure. Any request by the Tenderer under this paragraph is for information only and will not be taken into account in the tender assessment process, nor will it form part of any contract between the *Employer* and the Tenderer.

* + 1. All Central Government Departments and 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, the *Employer* may disclose within Government any of the Tenderer documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the *Employer* during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

* + 1. The Government has developed an approach ensuring that previous past performance of Tenderers can be taken account and robustly assessed prior to entering into certain new contracts (as described in [Procurement Policy Note 04/15 - “Taking Account of bidders Past Performance”](https://www.gov.uk/government/publications/procurement-policy-note-0415-taking-account-of-suppliers-past-performance)). This will give Government confidence, based on past performance, that those awarded such contracts are likely to performance satisfactory in accordance with their terms.
    2. In addition, under the policy, the *Employer* will re-assess reliability based on past performance before key points in the procurement process. Tenderers will accordingly be asked to update the evidence they provide in relation to past performance to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed). A Certificate of Performance is contained at [Annex D](#_Annex_D_-).
    3. Tenderers must advise the *Employer* if
* their ownership or the ownership of any member of their tendering consortium (or their parent company) changes, or
* any organisation involved in the preparation of this contract is acquired by them or by any member of their consortium (or an associated company).

If the *Employer* considers that a change in ownership has created a potential conflict, the *Employer* may exclude a conflicted Tenderer from the tender assessment. If excluded, the Tenderer will be notified by the Procurement Officer.

* + 1. If there is any change to a Tenderer’s economic or financial standing at any time during the tender process and/or any subsequent contract which means that information submitted by the Tenderer is no longer correct or the Tenderer’s ability to perform the contract materially deteriorates, the Tenderer shall immediately inform the *Employer* in writing prior to contract award. The *Employer* reserves the right to reconsider the economic or financial standing and where necessary, disqualify a Tenderer who has previously passed the Selection Questionnaire stage of the procurement process.
    2. These Instructions are made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it. Tenderers are advised to satisfy themselves that they understand all of the requirements of the contract before submitting their tender.
    3. Tenderers are to note that all information provided as part of their tender must be true and accurate. The *Employer* reserves the right to reject any tender if the Tenderer provides misleading or false information.
    4. Tenderers are deemed to fully understand the processes that the *Employer* is required to follow under relevant European and UK legislation particularly in relation to the Public Contracts Regulations 2015

## Documents

* + 1. Instruction relating to documentation are contained in [Annex A](#_Annex_A_-).
    2. If Tenderers experience any difficulties in locating documents as listed within Annex A, or within any of the reference documents, then a tender query must be made via the e-Sourcing portal.
    3. Any drawings, prints, specifications, data, calculations and analyses issued to Tenderers in connection with this tender remain the property of the *Employer*. All such information issued to Tenderers may only be used for the purpose of tendering. Such information should not be disclosed to persons unconnected with the tender and should be returned to the *Employer* on completion of tender procedures. These provisions apply equally to drawings and other information supplied for the purpose of the tender, the property rights of which vest in a third party.

## Tender communications

* + 1. Any queries from Tenderers regarding the tender documents must be sent to the Procurement Officer via the e-sourcing portal https://highways.bravosolution.co.uk no later than **7** days prior to the date of return of tenders, unless instructed by the Procurement Officer.
    2. All tender queries will be acknowledged and answered by the Procurement Officer. Queries regarding the tender documents and the responses to the queries will be issued to all Tenderers via e-sourcing portal. If any answer requires a change to the tender documents then a tender amendment will be issued.
    3. Tenders amendments are changes to the tender documents that are made in writing to by the Procurement Officer and issued via the e-sourcing portal. Only in exceptional circumstances will tender amendments be issued after tenders have been submitted. In such circumstances, the Procurement Officer will notify all Tenderers of the required action.
    4. The *Employer* officers and their consultants do not have the authority to make any change to the tender documents except through a tender amendment or post tender amendment issued by the Procurement Officer. If a statement is made at any meeting that a Tenderer considers is not in accordance with the tender documents then the Tenderer must refer the matter to the Procurement Officer as a tender query.

## Not Used

## Not Used

## Tender Timetable

* + 1. The indicative tender timetable is included at [Annex C](#_Annex_C_-).

## Cancellation of tender

1.7.1 If the *Employer* decides

* to cancel the tender or evaluation process at any stage,
* not to proceed with any proposal made in response to this invitation to Tender or
* not to accept a tender for any reason

The *Employer* is not liable to reimburse any costs or losses incurred by the Tenderer in considering or submitting a tender in response to this Invitation to Tender or otherwise in connection with this competition.

# **Submission of Tenders**

## 2.1 General

* + 1. Tenders and supporting documents must be written in English.
    2. Tenders must be submitted in accordance with the tender documents including any tender amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. Unauthorised alterations or additions must not be made to any component of the tender documents. The *Employer’s* decision as to whether or not a tender complies with these Instructions will be final.
    3. Tenders not received by the *Employer*, via the e-Sourcing portal, by the tender return date and time may be excluded from further consideration and returned to Tenderers. Offers should remain open for acceptance for**120**calendar days from the tender return date.
    4. Tenders must return a completed Selection Questionnaire (SQ), Annex D, further advice on completing the questionnaire can be found in procurement policy 8/16

[Procurement policy note 8/16: Standard Selection Questionnaire (SQ) template - GOV.UK](https://www.gov.uk/government/publications/procurement-policy-note-816-standard-selection-questionnaire-sq-template)

* + 1. The Tenderer must sign and return to the *Employer*
* Fair Payment Charter at [Annex J](#_Annex_J_-)
* Anti Bribery Code of Conduct [Annex K](#_Annex_K_-)
* Anti-Fraud Code of Conduct [Annex L](#_Annex_L_-)

before the Tender can be accepted.

* + 1. The Tenderer must return to the *Employer*
       - * The completed and signed Form of Tender
         * A signed statement confirming that the Tenderer either has in place or has the facility to put in place the minimum required insurances listed in the Service Information.

Before the Tender can be accepted.

* + 1. Any response in the negative may lead to the rejection of your tender. The tender should be returned via the *Employer’s* e-Sourcing portal for in the volumes set out in [Annex A](#_Annex_A_-).
    2. Documents are to be in Microsoft Office 2010 format. Please upload tender submissions electronic files separately for each volume. No file is to be larger than 20Mbytes and each file labeled using the naming convention – Supplier Name – Volume Number - Document Tile.
    3. Further notes on the contents of these documents are given below.

Volume 0

## Selection Questionnaire

* + 1. The Selection Questionnaire will be used to test the Tenderers economic and financial standing, to carry out a basic check of the technical ability. The Selection Questionnaire must follow the structure set out and cover the items described in [Annex D](#_Annex_D_-).
    2. Tenderers must complete all questions in full, and in the format requested. If a question is not applicable, the response should be N/A. Should a Tenderer need to provide additional information in response to questions; they should be submitted in a clearly identified annex
    3. For Part 1 and Part 2 every organization that is being relied on to meet the selection must complete and submit the self-declaration
    4. For answers to Part 3 – a Tenderer who is tendering on behalf of a group, for example, a consortium, or intending to use sub-consultants to support their submission, should complete all of the questions on behalf of the consortium and/or any sub-consultants, providing one composite response and declaration
    5. The *Employer* confirms that it will keep confidential and will not disclose to any third parties any information obtained from a 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 the *Employer* is under a legal or regulatory obligation to make such a disclosure

**Volume 1**

## Quality Statement

* + 1. The Quality Statement must follow the structure set out and cover the Items described in [Annex E](#_Annex_E_-). The Quality Statement must present each item in two separate parts: Part A, the proposed approach to the contract; and Part B, evidence from previous projects undertaken by the Tenderer to demonstrate that the proposed approach is likely to be successfully delivered.
    2. The approach to this contract is to be described in Part A of the Quality Statement in the form of proposals and quality procedures. The proposals are to consist of material explaining how, if awarded this contract; the Tenderer intends to Provide the Service. The quality procedures are to set out how the proposed activities are to be carried out. The quality procedures are required to be incorporated into the successful Tenderers bid, and are limited to statements that will become contractual obligations. The evidence in Part B of the Quality Statement is to consist of verifiable statements showing how the approach proposed in Part A has been developed from the successful delivery of similar work.
    3. The Quality Statement must not exceed the page limit, which is **18** sheets of A4 paper (**36** sides) for Parts A and B combined. The Key People schedule is not included in these page limits
    4. Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. Text must be presented in “Arial” font and be no smaller than 11 point, single-spaced with the margins set at 2.5cm. Text no smaller than 8 point can be used for drawings, diagrams and flow charts. The page limit and font size relate to the entire Quality Statement including, title pages, drawings, diagrams, flow charts and annexes. The pages of the Quality Statement must be numbered. Page numbers and other header or footer information may be included in the margin space.
    5. If the submitted Quality Statement does not comply with the submission requirements then the tender will normally be rejected.
    6. If Tenderer consider that the page limit is insufficient to provide the information required by these Instructions then a tender query should be raised, No guarantee can be given that page limit will be increased.

## Key People

* + 1. Tenderers are to provide CVs for key people which sets out the training, skills and experience required for this contract for each post and these shall be identified in the key people schedule at Annex M. The CVs must demonstrate that the people named in the key people schedule ("Key People") meet the stated requirements in the Service Information.
    2. CVs must not exceed 2 sides of A4 per person
    3. The completed key people schedule is to be provided with the submission required under paragraph 2.4.1. In addition to listing the key people proposed for this contract, the tenderer must identify any additional posts which they consider will be critical to the success of the contract. The minimum period of availability is to be given for each person.

## Health and Safety

**Health and Safety – 5 year plan**

* + 1. A part of its drive to reinforce the critical importance of health and safety within its supply chain, the *Employer* has adopted a requirement for all its *Suppliers* to create and keep updated a Supply Chain Health & Safety Maturity Matrix (HSMM) and an associated implementation plan as described in the Service Information.
    2. The Procurement Officer will identify a reserve bidder, who may be awarded a contract to replace the preferred bidder if the appointment of the preferred bidder is terminated because it is unable to provide a Health and Safety Maturity Matrix plan within the timescale required by the contract. The reserve bidder must hold its offer open for acceptance for 80 days after the award of the contract to the preferred bidder.

**Volume 2**

## Price Schedule

* + 1. The Price for Services Provided to Date is the total of
       1. The Price for each lump sum item in the Price Schedule which the *Contractor* hascompleted and
       2. Where a quantity stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which *Contractor* has completed by the rate
    2. The prices are the amount stated in the Price column of Price Schedule. Where a quantity is stated for an item in Price Schedule, the Price is calculated by multiplying the quantity by the rate
    3. Information in the Price Schedule is not Service Information
    4. If the *Contractor* changes a planned method of working at his discretion so that the item description on the Price Schedule do not relate to the operation on the Service Information, he submits a revision of the Price Schedule to the *Service Manager* for acceptance
    5. A reason for not accepting a revision of Price Schedule is that
       1. It does not comply with the Service Information
       2. Any changed prices are not reasonable distributed between items in the Price Schedule
       3. The total of Price changed

## Other Information

**Information Assurance**

* + 1. Not Used

**Small and Medium Sized Enterprises (SME) Subcontracting Statement**

* + 1. The *Employer* is committed to removing barriers to SME participation in its contracts and this includes sub-contracting opportunities. Tenderers are to provide assurance that they have considered how SMEs could play a part and details of the measures Tenderers have put in place to encourage and enable the SME’s participation as a sub-contractor. If you are awarded the contract, we will ask you to provide regular information about your spend with SMEs under the contract and may publicise good practice on our websites and report such expenditure to the Department for Transport and other Government Departments.
    2. This statement
* must form a separate document within the Quality Statement
* does not from part of the page limit in paragraph 2.3.3
* does not form part of the tender assessment and will not be assessed
  + 1. The *Employer* will make the successful Tenderer’s SME Subcontracting statement available as part of any publication on Contract Finder

**Parent Company Guarantor**

* + 1. The Tenderer must identify and propose a Guarantor that meets the financial standing test set out in these Instructions. The proposed Guarantor will have to be checked for financial standing. If the proposed Guarantor does not meet the financial standing tests set out in these Instructions, the tender may be rejected. The Tenderer must note that the contract allows for the *Employer* to request a Parent Company Guarantee prior to contract award or at any point during the contract period.
    2. The *Employer* will contact the Tenderer if the economic and financial standing assessment indicates that a Parent Company Guarantee is required before a tender can be accepted and will specify the parent company from whom a Parent Company Guarantee must be provided (the “Guarantor”).
    3. If the *Tenderer* does not have a parent company that meets the financial standing test set out in these Instructions, the Tenderer must contact the Procurement Officer prior to tender return to discuss an acceptable Guarantor or other form of performance security. If an acceptable Guarantor or other form of performance security cannot be agreed, the tender maybe rejected.
    4. Not Used
    5. Not Used
    6. Not Used

**Legal Opinion for non-United Kingdom Registered Companies**

* + 1. If the Tenderer, or a consortium member of the Tenderer, or a proposed Guarantor 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 the *Employer* (the Tenderer must discuss this with the Procurement Officer prior to tender return).

The legal opinion must be addressed to the *Employer* on a full reliance basis and the liability of the lawyers or law firm giving the opinion is not to be subject to any to financial limitation unless otherwise agreed by the *Employer* in writing (the Tenderer must discuss this with the Procurement Officer prior to tender return).

* + 1. The legal opinion must also cover the following matters
       1. confirmation that:
* the Foreign Entity is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
* the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Agreement/Guarantee;
* all necessary corporate, shareholder and other action required to authorize the execution and delivery by the Foreign Entity of the Agreement/Guarantee and the performance by it of its obligations under it have been duly taken;
* confirmation of the proposed signatories/method of execution and confirmation that this will constitute valid execution by the Foreign Entity;
* the execution and delivery by the Foreign Entity of the Agreement/Guarantee and the performance of the obligations will 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
  + (assuming that the Agreement/Guarantee is binding under English law), the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;
    - 1. notification of any other formalities to be complied with under local law which may be necessary to enforce the Agreement/Guarantee in the Foreign Entity’s place of incorporation, including for example notarisation, legalisation or registration of the Agreement/Guarantee;
      2. notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to the *Employer* under the Agreement/Guarantee;
      3. confirmation that the *Employer* will not be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Agreement or the Guarantor’s entry into the Guarantee; and
      4. 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 Agreement/Guarantee
    1. If a legal opinion
       1. does not confirm all the matters listed in paragraph 2.7.12(a),
       2. does not include the notification required by paragraph 2.7.12(b),
       3. indicates that withholding is required to be made under paragraph 2.7.12(c) or
       4. does not provide the confirmations required by paragraphs 2.7.12(d) and 2.7.12(e)

then the tender may be rejected.

* + 1. In addition to the above Tenderers must return the other information set out in [Annex A](#_Annex_A_-).

# TENDER ASSESSMENT PROCEDURE

## Evaluation Method

3.1.1 The *Employer* assessment of tenders will be carried out in five stages.

* In the first stage, the Procurement Officer will check for tender compliance
* In the second stage, the Quality Assessment and Finance Assessment Panels will judge tender submissions, based wholly on the contents of the tender submission which must therefore contain all the information which Tenderers wish to be considered.
* In the third stage will involve the validation of the quality submission and financial information.
* In the fourth stage the Selection Questionnaire for the Preferred Bidder will be validated and is based wholly on the contents of the SQ. The SQ must, therefore, contain all the information which the tenderers wish to be considered.
* The final stage involves the sustainability check. A flow chart of the evaluation process is set out in [Annex H](#_Annex_H_-).

3.1.2 Tenderers should note that the *Employer* will investigate a potentially abnormally low offer as provided for under the Public Contracts Regulations 2015 (as amended) on any aspect of a tender and at any stage of the procurement process and without prejudice to staged approach of the assessment process detailed below.

3.1.3 The Quality Assessment Panel and the Financial Assessment Panel will work independently and will not have access to each other's assessments until after the verification of the quality submission and financial information.

3.1.4 Tender clarification queries are statements requested from Tenderers by the Procurement Officer to remove any ambiguity from tenders. Tender clarification responses will be recorded in writing. If a tender clarification response provides information not requested by the Procurement Officer then this information will not be accepted and may lead to the rejection of a tender.

**Stage 1**

## General

* + 1. An equivocal tender or a tender which does not comply with the tender documents, including any tender amendments, may result in the tender being rejected.
    2. The responses to the Part 3, section 4 of the Selection Questionnaire will be inspected, but not assessed at this stage. The *Employer* will check that the mandatory Part 1 and 2 declarations have been made, and that if any of the exclusion grounds have been breached, the action taken to rectify the situation has been explained. A failure to provide this information will result in the tender being rejected
    3. Not Used
    4. Not Used
    5. Not Used
    6. Clarifications are statements requested from Tenderers by the Procurement Officer to remove any ambiguity from tenders. Tender clarification responses will be recorded in writing. If a Tender clarification response provides information not requested by the Procurement Officer then this information will not be accepted and may lead to the rejection of a tender

**Stage 2**

## Quality Marking

* + 1. The assessors will keep in mind four key questions when reviewing submissions:
    - **Confidence:** Do the proposed team, organisation and proposals give reassurance that the Tenderer is likely to deliver a flexible, driven, well balanced and improving service in a sustained manner meeting the objectives of the *Employer*?
    - **Value:** Do the proposals provide best value to the *Employer*?
    - **Risk**: Has the submission addressed the risks identified in [Annex E](#_Annex_E_-) and identified and addressed any other significant risks to delivering specified service levels and meeting the *Employer’s* objectives? What has been put in place to control these risks and have contingencies been applied where appropriate?
    - **Collaboration**: Do the proposed resources, organisation and proposals give reassurance that the Tenderer is able to work collaboratively to deliver a continually improving and sustainable service.

**Quality Statement**

* + 1. A Quality Evaluation Panel will mark the Quality Statement. The Panel will determine which Quality Statements provide the *Employer* with the most confidence that the *Employer’s* objectives will be delivered and continual improvement achieved. In marking the Quality Statement, the panel will take into account all the material supplied in Volume 1.
    2. The Quality Evaluation Panel will award marks for the assessment criteria using the marking system given in Table 1 and 2 of [Annex F](#_Annex_F_-) and determine the total mark by completing Table 3 of [Annex F](#_Annex_F_-).
    3. Any uncertainty over the meaning of the Quality Statement will be removed via tender clarification queries and tender clarification responses before the Quality Evaluation Panel completes their marking. No further tender clarification queries on the Quality Statement will be made after the marking is completed.
    4. In marking the Quality Statement, the Quality Assessment Panel will take account of the submission in relation to the Key People prepared in accordance with paragraph 2.4.
    5. The Quality Statement will be given marks out of a maximum of 100 as shown in [Annex F](#_Annex_F_-).
    6. The minimum quality requirement for this contract is to reach a threshold of **50** (Annex F – Table 3)in the mark for each part of the quality submission. A tender that has failed to achieve the minimum quality requirements may not be considered further in the tender assessment, and if excluded, the Tenderer will be notified by the Procurement Officer. If the tender is not excluded the marks achieved by the tender will be used in subsequent calculations.
    7. The tender with the highest total mark will be given a score of 100. The score of other Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their mark is below the highest mark.

## Financial Scoring

* + 1. A Financial Assessment Panel will calculate a price for each Tenderer who has not been excluded on the following basis:
* the total of the prices in the Price Schedule
  + 1. Any uncertainty over the meaning of the financial submission will be removed via tender clarification queries and tender clarification responses before the Financial Assessment Panel complete their marking part of their assessment.
    2. The lowest priced tender will be given a score of 100. The score of other Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price.

## Combining Quality and Financial scores

* + 1. The quality score and the financial score will be combined in the ratio **60:40**applied to the quality and financial scores respectively. The combined score will be rounded to one decimal place. A worked example demonstrating the scoring system is set out in [Annex G](#_Annex_G_-).
    2. An affordability review of the highest scoring tender, will be carried out. If the price of the highest scoring tender is considered to be unaffordable then the *Employer* may:
* revise the Service Information and request all Tenderers to submit new tenders, or
* cancel this Invitation to Tender and evaluation process
  + 1. The tender with the highest total combined score will be validated. In the event of more than one tender with the same total combined score, these tenders will be validated.
    2. The Procurement Officer will inform Tenderers whether or not they have been identified for validation. Such notifications must not be taken as inferring acceptance of any tender.

**Stage 3**

* 1. **Validating the Quality Statement Submission** 
     1. The Quality Assessment Panel will validate Part B of the Quality Statement to determine whether the Tenderer can substantiate its Part B evidence
     2. The Quality Assessment Panel will not reconsider the Part A information or scores, nor will they seek or permit any further clarifications in relation to the Quality Statement. The tender cannot be modified during the validation stage, and therefore Part B marks cannot be increased above those assessed in Stage 3.
     3. In validating Part B of the Quality Statements, the Quality Assessment Panel will use any practical means, and may approach any person or organisation named in the Quality Statement as part of the validation. The validation may include meetings with the Tenderer.
     4. The Quality Evaluation Panel will reconsider their Part B marks in the light of their findings. If lower marks are awarded then the overall marks and scores will be re-calculated.

## Validating the financial information

* + 1. The Financial Assessment Panel will validate the tender to check that the prices within the Price Schedule are representative of the likely costs to be incurred.
    2. As part of this validation, the Financial Assessment Panel may ask to be provided with original evidence that demonstrates that the allowances made are based on costs actually incurred. The team may wish to interview appropriate accounting staff to provide the level of satisfaction required.
    3. Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.

## Determining the Preferred Bidder

* + 1. Following validation, if the total combined scores for tenders remains the highest, then the Tenderer with the highest score becomes the Preferred Bidder.

If validating the financial information has led to the rejection of a tender, or a Tenderer’s total combined score has been changed, and is no longer the highest total combined score the Tenderer with the highest total combined score is validated. This process continues until a tender with a validated total combined score higher than other bidders has been identified. This Tenderer becomes the Preferred Bidder.

* + 1. The Procurement Officer will inform Tenderers whether or not they have been identified as the Preferred Bidder. Such notifications must not be taken as inferring acceptance of any tender.

**Stage 4**

## Validation of Selection Questionnaire

* + 1. The economic and financial standing of the Tenderer will be assessed by qualified financial assessors using the information supplied in part 3. section 4 of the Selection Questionnaire The result of the financial assessment will be one of the following:
* Pass
* Fail (Tenderer excluded from further consideration)
* Partial Pass (Parent Company Guarantee or other assurances required)
  + 1. Following the financial standing test tenderers the *Employer* may choose not to exclude a failing company if they can provide a Parent Company Guarantee (PCG).
    2. A Tenderer who fails to meet the criteria defined [Annex D](#_Annex_D_-) will be excluded from further consideration.
    3. When instructed, Preferred Bidders must submit the evidence which supports their declarations in Parts 1 and 2 of the Selection Questionnaire within the time stated. The *Employer* will check the evidence before the award of a contract. If the required evidence is not provided within the time stated in the instruction or the evidence does not validate the statements made, the tender will be rejected.
    4. The *Employer* will assess the responses to Part 3 of the Selection Questionnaire. Tenderers may be instructed to provide evidence to support any of the statements made, and if so the evidence must be provided in the time stated. The assessment will be completed on a pass/fail basis. In the event of a tender being given a “fail” against any of criteria, the tender will be rejected

**Stage 5**

## Sustainability check

* + 1. The Contract must operate as a viable business for both partners. The *Employer* seeks to have the required level of service at an affordable cost, whilst providing a reasonable profit for the Tenderer. Excessively low or high tenders will be subject to scrutiny, and may be rejected if considered not sustainable over the contract period or not affordable.
    2. The Quality Evaluation Panel and the Financial Assessment Panel will jointly review the material submitted with the tender to verify that the resources proposed are likely to deliver the level of service set out in the quality submission.
    3. During this stage of the assessment, the Quality Evaluation Panel and the Financial Assessment Panel may seek further clarification from the Preferred Bidder to enable them to understand the submission better. These clarifications may be sought in writing or at a meeting called for that purpose.
    4. Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.

## Team Confirmation

* + 1. Following validation and before the Contract is awarded, Highways England will require confirmation that the team offered in the Key People schedule is available to start the contract.
    2. Failure to offer a team compliant with the details set out in the Key People Schedule and the Service Information, may lead to the rejection of the Tender.

# TENDER AWARD

## General

* + 1. The *Employer* reserves the right not to proceed with any proposal made in response to this competition.
    2. Tenderers will be given written feedback on their tenders shortly after the assessment has been completed.
    3. Prior to the award of any contract the Preferred Bidder must provide evidence that insurance required by the contract is in place.
    4. The contracts will be executed as a Deed under seal.
    5. Details of the Contract Award will be published in the Official Journal of the European Union.
    6. Any drawings and other documents not returned with the tender should be deleted from the Tenderer’s computers and all hard copies destroyed.

**ANNEXES**

#### Annex A - Tender Documents

**1 List of Documents with Invitation to Tender**

1.1 **The following documents are provided to Tenderers:**

1. Instructions for Tenderers
2. Contract Data Parts one and two
3. Service Information
4. Form of Agreement
5. Price Schedule
6. Highways England - Collaborative Performance Framework
7. Highways England scale of Travel and Subsistence payment
8. Highways England Fair Payment Charter
9. Highways England Anti Bribery Code of Conduct
10. Highways England Anti Fraud Code of Conduct
11. Data Handling Policy
12. Parent Company Guarantee

1.2 **The following parts of the tender documents are included in an editable form to allow preparation of the information required:**

1. Form of Tender
2. Selection Questionnaire
3. Price Schedule
4. Form for risk register

**2 List of Documents to be returned with the Tender**

2.1 **The following documents are to be completed and returned by Tenderers with their tender:**

**Volume 0**

1. The completed Selection Questionnaire

**Volume 1**

1. The Quality Statement parts A (the proposed approach) & B (the evidence).
2. The Small and Medium Enterprises (SME) Subcontracting Statement (to be included as part of quality statement, not as a separate document
3. A completed Key People Schedule with CVs

2.2 **The following documents are to be completed and returned by Tenderers with their tender in Volume 2:**

**Volume 2**

1. Completed Contract Data Part Two.
2. A Price Schedule
3. Summary of relevant insurance policies including certificates where appropriate.
4. Statement undertaking responsibility for dealing with insurance claims or parts of such claims within the excess amount.
5. Completed Fair Payment Charter (Via Bravo).
6. Completed Anti Bribery Code of Conduct (Via Bravo).
7. Completed Anti Fraud Code of Conduct (Via Bravo).
8. A certified Copy of the Parent Company Guarantee (If required)
9. Any request for non-disclosure under the Freedom of Information Act

#### Annex B - Tender Query Form (Not Used)

Tenderers should submit tender queries via the Bravo website messaging system.

#### Annex C - Indicative Tender Timetable

The proposed timetable below is provided by way of guidance only. Highways England reserves the right to amend this timetable at its absolute discretion at any time during the tendering process.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Activity** | **Date** | **Week** |
| 1 | Issue tender Documents | 20/17/18 | 0 |
| 3 | Last Date for Tender Queries | 15/08/18 | 4 |
| 4 | Tender Return | 22/08/18 | 5 |
| 5 | Tender Assessment |  | 6 - 9 |
| 6 | Validation & sustainability checks |  | 10 |
| 6 | Initial notification of winning tender and feedback to Tenderers |  | 11 |
| 7 | 10 day standstill period |  | 13 |

#### Annex D - Selection Questionnaire

**Tenderer Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the Tenderer), that you do not meet any of the grounds for exclusion[[1]](#footnote-2). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce the *Employer* to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the *Employer*, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the Tenderer completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “Tenderer” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The *Employer* recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the *Employer* immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2[[2]](#footnote-3).
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The *Employer* confirms that it will keep confidential and will not disclose to any third parties any information obtained from a 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 the *Employer* is under a legal or regulatory obligation to make such a disclosure.

1. Tenderers should answer all questions as accurately and concisely as possible. Where a question is not relevant to the responder’s organisation, this should be indicated with an explanation. Tenderers must be explicit and comprehensive in their responses to this Selection Questionnaire as this will be the single source of information on which responses will be scored. Tenderers are advised neither to make any assumptions about their past or current supplier relationships with Highways England, nor to assume that such prior business relationships will be taken into account in the evaluation procedure.
2. Supporting information should be presented in the same order as, and should be referenced to, the relevant question.
3. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this Annex.

**Part 1: Tenderer Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 1 | Tenderer information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the Tenderer submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[3]](#footnote-4)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[4]](#footnote-5)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[5]](#footnote-6)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| Section 1 | Tender model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you Tendering as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting Tenderer please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| Section 2 | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The *Employer* reserves the right to use its discretion to exclude a Tenderer where it can demonstrate by any appropriate means that the Tenderer is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |  |
| --- | --- | --- |
| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**[[6]](#footnote-7)

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Tenderer completing these questions** | |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |
| **Section 6** | **Technical and Professional Ability** | |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Tenderer is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 | |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015 – (please refer to Tenderer selection guidance)** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url to review this statement…  No ☐  Please provide an explanation |

**8. Additional Questions**

Tenderers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = **£1,000,000**  Public Liability Insurance = **£1,000,000** Professional Indemnity Insurance = **£1,000,000**  Product Liability Insurance = **£1,000,000**  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

|  |  |  |
| --- | --- | --- |
| **8.2** | **Skills and Apprentices[[7]](#footnote-8) – (please refer to Tenderer selection guidance)** | |
| **a.** | Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.Please confirm if you will be supporting apprenticeships and skills development through this contract. | Yes ☐  No ☐ |
| **b.** | If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation? | Yes ☐  No ☐ |
| **c.** | Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested? | Yes ☐  No ☐ |

|  |  |
| --- | --- |
| **8.3** | **Not Used** |

|  |  |  |
| --- | --- | --- |
| **8.4** | **Not Used** | |
|  | | |  |
| **8.5** | | | **Not Used** |

**TIQ – Template for Appendices**

|  |
| --- |
| **Appendix Number -** |
| **Selection Questionnaire section -** |
| **Question number -** |
|  |

**Certificate of Performance**

Name of Supplier………………………….(“Supplier”)

Contract Title……………………………...(“Contract”)

Customer………………………………… (“Customer”)

**Contract**

Details of the Contract to which this certificate relates are set out in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| Contract Number | Customer Contact (name, address, telephone number and e-mail) with whom [the Departmental Body] can raise further queries should we wish to do so | Contract title plus brief description of goods supplied and/or services provided, and the consideration received | The dates on, or between, which the goods or services were (and/or were to be) sold or provided |
| *[Details to be completed by bidder]* |  |  |  |

**Performance**

**OPTION A:**

We hereby certify that, to the best of our knowledge and belief, the Supplier has satisfactory supplied the goods and/or services described in the table in accordance with the Contract.

**OR**

**OPTION B:**

We are unable to certify that the Supplier has satisfactory supplied the goods and/or services described in the table above in accordance with the Contract for the following reasons:

…………………………………………………………………………………………………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………

*(please continue on a separate page where there is insufficient space)*

|  |
| --- |
| **Guidance for Customers**  If you are unable to certify that the Supplier has satisfactorily supplied the goods and/or services in accordance with the Contract, please provide the reason or reasons why performance was not in accordance with the Contract. These may include:   1. delays in supplying the goods and/or services; 2. failures to supply all the goods and/or services in accordance with scope set out in the Contract; 3. failures to meet any service levels and/or supply the goods and/or services in accordance with quality standards; 4. any other failure by the Supplier to comply with its obligations under the Contract;   You may wish to take legal advice in relation to completing this certificate. |

**Liability of any customer certifying**

Whilst the Customer believes the information in this certificate to be truthful and accurate, the Customer does not assume any responsibility and does not assume any liability and so cannot give any guarantee or make any representation or warranty as to the contents of this certificate. The Customer shall therefore not be liable for and hereby excludes liability for any loss, damage (including any special, exemplary, indirect, incidental, consequential damages, cost or associated legal fees) that may suffered as a result of use of the certificate and its content, to the fullest extent permitted by law.

Nothing in this certificate shall affect, or constitute a waiver of, the Customer’s rights or remedies in relation to the Contract.

Signed…………………………………………………….[To be signed by the person with sufficient knowledge of and responsibility for the contract in question] for and on behalf of [insert customer] *[in the event of self-certification this certificate of performance should be signed by the Bidder]*

Name…………………………………..

Date…………………………………….

**Information on completion and assessment of Annex D Selection Questionnaire**

**Part 1: Tenderer Information, Section 1**

**For information only**

**Part 2 - Grounds for mandatory rejection, Section 2**

**Pass/fail.** Tenderers are required to answer yes or no to the questions regarding grounds for mandatory rejection against each of the statements in Section 2. Where a no response is given then the tenderer will achieve a pass. Where a Tenderer cannot answer ‘no’ to a question under the mandatory exclusion criteria then the *Employer* will exclude the tenderer from participating further in the procurement. Tenderers answering “Yes” to question 2.2 must provide information as set out in the question. If the *Employer* is not satisfied, then the tender will be excluded.

**Part 2 - Grounds for mandatory rejection, Section 3**

**Pass/fail.** Tenderers are also required to answer questions relating to grounds for discretionary rejection in Section 3. Where a no answer is given to every question the tenderer will achieve a pass for those sections. Where a ‘no’ response cannot be given for a question relating to discretionary rejection the *Employer* is entitled to exclude a Tenderer further from consideration. If a ‘no’ response cannot be given, Tenderers may set out in a separate document full details of the relevant incident and any remedial action taken subsequently. The *Employer* will then consider the mitigating reasons put forward on a case by case basis in deciding whether the Tenderer is graded pass or fail. This consideration will be based on an assessment of whether the remedial actions are sufficient in order to stop the incident occurring again.

**Part 3 – Economic and Financial Standing, Section 4**

Pass/ Fail. Tenderers’ responses will be used to undertake an assessment of their organisation’s economic and financial standing. A Tenderer will be contacted by the *Employer* if this assessment indicates that a parent or other type of guarantee is required.

The assessment of risk seeks to be based on sound business judgement, rather than just the application of formulae, and the *Employer* will avoid imposing overly restrictive turnover requirements unless there are good reasons for doing so. A Tenderer whose financial standing is considered insufficient for the proposed contract, will be permitted to go forward to the tender evaluation stage if they are able to provide either a Parent Company Guarantee or other suitable form of guarantee.

**Evaluation of the financial information provided in the Selection Questionnaire.**

The following financial indicators are used to assess the candidate’s suitability and stability to determine if they pass Financial Assessment and proceed to tender assessment.

**Information taken from accounts:**

* 1. The Current Ratio (Current Assets/Current Liabilities). This indicates whether or not a business has sufficient liquid assets e.g. cash, short term debtors and stock to meet its outstanding current liabilities e.g. trade creditors, bank overdraft, lease payments, interest due.
* A current ratio of less than 0.8 is a FAIL, unless there are mitigating factors

The financial evaluation process is designed to take an informed view of a company’s financial status in the context of the country, market and category the candidate sits within, rather than simply applying arbitrary rules or ratios.

For this reason there may be a number of mitigating factors that would result in a FAIL marking being changed to a PASS.

It is not possible to list here every mitigating factor that may be considered on an discrete basis; However, examples of mitigating factors could include a Loss before Tax failure, where the candidate has engaged in extensive or long term research and development, capital investment or expansion through acquisition, where all other aspects of the company and/or its parent’s performance indicate that the company is in a sound financial position.

* 1. Total Liabilities/Shareholder Funds ratio is a basic test of a company’s solvency.
* A total liabilities/shareholder funds ratio of more than 4 is a FAIL.
* If both of the above ratios have a FAIL score, then the overall financial assessment score is a FAIL.
  1. Profit/Loss before Tax
     1. Pre-tax loss of more than 50% of net assets is a FAIL
     2. Pre-tax loss of more than 5% turnover and pre-tax loss for 3 years is a FAIL.
        1. The Annualised Contract Value/Turnover ("CVT”) Calculation indicates whether a business runs the risk of overtrading and short term insolvency. This is an analysis of the size of the proposed annual contract relative to the annual Tenderer turnover.

If;

* + the Tenderer’s minimum yearly turnover is less than [twice#] the contract value; and
  + the annualised contract value exceeds 25% of the Tenderer’s turnover

this is a FAIL.

If however, the Tenderer has failed the financial evaluation solely because the ratio of the Annualised Contract Value to Turnover is greater than 25%, and if the Tenderer is a subsidiary, a parent company guarantee (“PCG”) will be requested

* In the case of independent traders or companies without a parent company, where the Tenderer has failed the financial evaluation solely because the ratio of the Annualised Contract value to Turnover is greater than 25%, some appropriate form of guarantee other than a PCG will be requested.

# - this is the maximum value that can be used stemming from PCR 58(9).

**Part 3 – Economic and Financial Standing, Section 5**

Parent Company Guarantee – Escalation Process: The D&B Comprehensive Report gives details of the Group structure from parent through to ultimate parent. Using this information, it is possible to assess each company in the parent hierarchy using the financial data contained in their D&B Comprehensive Reports. The resulting primary indicators will determine which company in the parent hierarchy is the most suitable to provide a parent company guarantee. This may be any company in the hierarchy from the applicant’s immediate parent to the ultimate global parent. Please be aware this process may result in financial assessment of the Ultimate Parent Company (“UPC”). In such cases a form of guarantee will be required confirming the parent company is willing to act as a Parent Company Guarantor. If after assessment the highest level of parent in the company hierarchy is unable or unwilling to provide financial assurance or if the Ultimate Parent financial assessment is failed, the Tenderers application will not be taken any further.

* If the contract value has a range then the mid-point range is taken for comparison purposes.



**D&B information**

* + - 1. D&B Comprehensive report: D&B Scores and Ratings are produced using a combination of mathematical modeling, expert rules, skilled business analysis and many years of experience of insolvency trends. D&B carefully analyse all business failures, and compare them with the normal population of actively trading companies, to identify those events which are most significant and predictive in nature, and which could affect the status of a business.
      2. D&B Risk Indicator. The indicator is based on daily monitoring of both the company's financial and other key strategic activities, and is therefore reflective of the company’s current financial status.The D&B Risk indicator is the Failure Score (see below), combined with expert rules to generate a Risk Indicator from 1 to 4, where 1 is minimum risk and 4 is High Risk. A D&B risk indicator of 4 is a FAIL.
      3. D&B Failure Score: This measure indicates how an organisation’s risk of failure compares to other organisations in the same country and industry segment. It is a relative measure of risk from 1 to 100, where ‘1’ represents organisations that have the highest probability of failure in the next 12 months and ‘100’ the lowest probability of failure.
      4. D&B Delinquency Indicator Score: Predicts the likelihood that an organisation will pay its bills in a severely delinquent manner over the next 12 months. “Delinquency” is defined as an organisation that, according to Trade Experiences collected by D&B, has paid less than 75% of Trade Experiences within terms and more than 10% paid 90+ days late.

**Part 3 – Technical and Professional Ability, Section 6**

The objective of the Technical Ability and Relevance is to enable the *Employer* to obtain answers to the questions raised in the table in section 6.

Supporting information should be presented in the same order as below, and should be referenced to, the relevant question.

Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The criteria for evaluating the responses from suppliers should not be discriminatory or disproportionate towards smaller businesses.

**Part 3 – Modern Slavery, Section 7**

Modern Slavery - Since 1 October 2015, commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more ("relevant commercial organisations") have been required under Section 54 of the Act to prepare a slavery and human trafficking statement as defined by section 54 of the Act

**Part 3 – Additional Questions, Section 8**

8.1 Insurance - Assessed as yes/ no. If a Tenderer answers “No” here he will be rejected. Tenderers are able to self-certify but the *Employer* will check that the Tenderer has (or will have) suitable insurance in place prior to any award of contract being made.

8.2 Skills and Apprentices - [Procurement Policy Note 14/15](https://www.gov.uk/government/collections/procurement-policy-notes) provides guidance on skills and apprenticeships. Selection criteria may be used to assess the skills and apprenticeships provided in bids for relevant contracts with a value of £10 million and above, and a duration of 12 months or more. Question 8.2 in the standard supplier selection questions should be used by central government organisations, and other contracting authorities are encouraged to consider skills and apprenticeships where relevant

8.3 Not Used

8.4 Not Used

8.5 Not Used

#### Annex E - Quality Submission Requirements

**Quality Statement**

The Quality Statement is to be presented in two separate parts (A and B), as described below. The first part is to provide the Part A statements and the second the Part B evidence.

**Part A – Proposed Approach**

Part A is to set out the proposed approach to deliver the contract objectives by maximising performance against each performance criterion listed in table 1 below, which are considered fundamental to the tender assessment.

The proposals and procedures in Part A are to set out how the people, partnering and processes to be implemented on the contract will control the delivery of performance. Under each risk heading, the statement should deal with the issues identified.

Tenderers should also identify any additional issues affecting the listed risks which they consider will be critical to the success of the project, and set out how they propose to manage them. The availability of resources to fill the posts for key people should also be given in Part A.

**Part B – Evidence to Support the Proposed Approach**

Part B is to identify the evidence from other projects to provide the Highways England with confidence that the proposed approach is likely to be successfully delivered.

The evidence is to consist of verifiable statements showing how the approach proposed in Part A has been developed and has contributed to the successful delivery of similar services.

A schedule outlining details of all projects used to provide evidence should be included at the end of Part B. It should include the following details:

* Project title
* Client
* Value
* Role played
* Dates

When providing evidence for all criteria (column 2 of Table 1 refers) under Part B for contracts delivered. Projects must have been performed during the past three years.

**Structure of statement**

The Quality Statement must be structured to follow the headings and sub headings in Table 1 below, using the numbering system in the table, and cover each numbered risk separately. Tenderers should take account of the material in the *Employer’s* Collaborative Performance Framework for guidance as to the issues which need to be considered in addition to any contract specific issues listed.

Some issues will be common to several risks; duplication should be avoided by the use of cross references.

**Collaborative Performance Framework**

**Table 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Indicator** | | **Issues** | **Weighting** |
| **1** | **Health and Safety** | **1.1** - Highways England has a stated aim, which is ‘no one should be harmed when travelling or working on the strategic road network.’  Describe your approach on the following aspects.  *Note: You should clearly show how your approach applies throughout your organisation from Board Level (or equivalent) to trainees.*   * How you will manage and organise the H&S of the workforce (and Supply Chain if applicable)? * Show your management arrangements confirming that they comply with legislative responsibilities. * How you will provide appropriate training?   *(for example H&S policy/monitoring/audit/review, Training & information, Accident reporting, Risk assessment/management procedures, Welfare & Occupational Health)* | **2** |
| **1.2** - Please describe how you will improve your performance to ensure your H&S measures are effective in reducing / preventing near misses, incidents, occupational ill-health and accidents.  Please give an example of a project where this hasn’t gone well. How did you recover/ What lessons were learned and how did your organisation improve its processes and performance as a result? | **2** |
| 1.3 – Not Used |  |
| **2** | **Collaboration** | **2.1** - Present your approach to both implementing and running collaborative communication systems and processes.  Describe how you will effectively engage to successfully operate the contract with all of the relevant Stakeholders including Highways England, area teams/ other Contractors  Highlight the benefits of your approach in the delivery of this service, positive mechanisms you will have in place and any innovation that can be offered. | **1** |
| 2.2 – Not Used |  |
| 2.3 – Not Used |  |
| **3** | **Customer and Stakeholders** | **3.1** - Describe the type and frequency of reports that can be provided and evidence of how they can provide added value for the customer. | **1** |
| 3.2 – Not Used |  |
| 3.3 – Not Used |  |
| **4** | **Sustainability** | 4.1 – Not Used |  |
| 4.2 – Not Used |  |
| **5** | **Quality** | **5.1 -** Provision of Maintenance for PECU Arrays – Describe the methodology and processes will be employed to ensure the arrays are maintained to a high quality. | **2** |
| **5.2 -** Provision of Measurement Services –Describe the methodology and processes will be employed to ensure a high quality for the Measurement Services. | **2** |
| **5.3 -** Installation and successfully testing of PECU Arrays and Communication Links – Describe the methodology and processes will be employed to ensure installation and testing are successful for the of PECU Arrays and Communication. | **2** |
| **6** | **Time** | **6.1 -** Timely and Accurate Submission of Maintenance Service reports - Describe the methodology and processes will be employed to ensure a high quality of the maintenance service reports and the reports are delivered on time. | **1** |
| **7** | **Cost** | **7.1** - Describe your approach to managing service expenditure within forecasted budgets and monthly cash flow.  Provide supporting evidence from similar projects, showing that your approach is likely to be successfully achieved. | **1.5** |

**Form of risk register**

**Table 2**

Tenderers should identify the risks and describe the action proposed to deal with the risk. Add additional lines as required.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract …..** | | | |
| **Number** | **Risk Description** | **Proposed Action to deal with risk** | **Effect of risk on programme and cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Table 3**

**Not Used**

**Table 4**

**Not Used**

#### Annex F - Quality assessment

**Quality Statement**

Marks will be awarded for each of the assessment criteria of the quality statement as set out in Annex F table 3 (Below). The mark given for each assessment criterion will be the lower of the individual marks for Part A and Part B.

The mark is a measure of the Highways England’s level of confidence that the Tenderer will deliver the project objectives and continually improve. The higher the total mark, the lower the risks to delivery and the more confidence the Highways England will have that best value will be delivered. To illustrate this point, the relationship between the Part A and B marks and the risks to delivery of are shown in Table 4

**Table 1: Assessment of Quality Statement**

**Marks awarded for Approach (PART A)**

|  |  |  |
| --- | --- | --- |
| **Proposed**  **Approach** | **How well does the proposed approach demonstrate an understanding of the project objectives and address the main management and technical risks relating to the project?** | **Mark** |
| Weak | The approach fails to demonstrate an adequate understanding of the project objectives and fails to address adequately the main management and technical risks | 1-4 |
| Acceptable | The approach demonstrates an adequate understanding of the project objectives and covers the main management and technical risks to an acceptable standard | 5 |
| Good | The approach demonstrates a good understanding of the project objectives. It deals fully with the main management and technical risks and provides for delivering continual improvement over the life of the project | 6-7 |
| Very Good | The approach demonstrates a very good understanding of the project objectives. The approach includes specific initiatives which give a high degree of confidence of delivering the project objectives. Optimal levels of resource have been allocated with experience and expertise directly relevant to the main management and technical risks and provides for delivering continual improvement. . | 8-9 |
| Excellent | The approach has been tailored specifically to suit the project objectives, uses innovative approaches to deal comprehensively with the main management and technical risks, and is highly likely to maximise performance against Key Performance Indicators and deliver continual improvement | 10 |
|

**Table 2: Assessment of Quality Statement**

**Marks awarded for Evidence (PART B)**

|  |  |  |
| --- | --- | --- |
| **Supporting**  **Evidence** | **How well does the evidence from previous projects provide confidence that the proposed approach is likely to be successfully delivered?** | **Mark** |
| Weak | There is little evidence that the proposed approach has been influenced by experience on other contracts. | 1-4 |
| Acceptable | There is an adequate level of evidence that the proposed approach has been developed as a result of successful experience on other contracts. | 5 |
| Good | There is substantial evidence that the proposed approach has been developed from other contracts using formal continual improvement processes. | 6-7 |
| Very Good | There is very substantial evidence that the proposed approach has been developed from other contracts using formal continual improvement processes, demonstrating that the proposed approach is likely to be successful. | 8-9 |
| Excellent | There is substantial evidence that the approach has been developed using continual improvement processes, which are routinely used to develop approaches and deliver the objectives successfully on all contracts. | 10 |

**Table 3: Marking the Quality Statement**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Quality assessment criteria** | **Available Marks** | **Part A marks** | **Part B marks** | | **Lower of Part A and B marks** | **Weighting** | **Weighted Mark** |
| Approach on this contract | Evidence from past projects | |
| **1. Health and Safety** | | | | | | | |
| 1.1 | 10 |  |  | |  | 2 | /20 |
| 1.2 | 10 |  |  | |  | 2 | /20 |
| **2. Collaboration** | | | | | | | |
| 2.1 | 10 |  |  | |  | 1 | /10 |
| **3. Customers and Stakeholders** | | | | | | | |
| 3.1 | 10 |  |  | |  | 1 | /10 |
| **5. Quality** | | | | | | | |
| 5.1 | 10 |  |  | |  | 2 | /20 |
| 5.2 | 10 |  |  | |  | 2 | /20 |
| 5.3 | 10 |  |  | |  | 2 | /20 |
| **6. Time** | | | | | | | |
| 6.1 | 10 |  |  | |  | 1 | /10 |
| **7. Cost** | | | | | | | |
| 7.1 | 10 |  |  | |  | 1.5 | /15 |
| **Subtotal** | | | | | | | **/135** |
| The total Weighted Mark will be converted to a percentage, which will be used as the total quality mark | | | | **Total Quality Mark (subtotal x 100 / 135)** | | | **/100** |

**Table 4: Relationship of delivery risk to Part A and Part B Marks**



This chart identifies the relationship between Part A and Part B marks, and the perceived risk to Highways England from a tender submission. A Mark is awarded for the proposed approach given in Part A. Part B gives the level of confidence that the approach set out in Part A will be delivered. Thus the Part A mark is the highest that can be scored.

**Table 5**

**Not Used**

**Table 6**

**Not Used**

#### Annex G - A worked example.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Quality assessment criteria** | **Part A marks** | **Part B marks** | **Lower of Part A and B marks** | **Weighting** | **Weighted Mark** |
| Approach on this contract | Evidence from past projects |
| **1. Health & Safety** | | | | | |
| 1.1 Managing H&S | 8 | 7 | 7 | 2 | 14 /20 |
| 1.2 Improving H&S Efficacy | 7 | 7 | 7 | 2 | 14 /20 |
| **2. Collaboration** | | | | | |
| 2.1 Processes & Engagement | 9 | 8 | 8 | 1 | 8 /10 |
| **3 Customer & Stakeholder** | | | | | |
| 3.1 Adding Value | 8 | 7 | 7 | 1 | 7 /10 |
| **5. Quality** | | | | | |
| 5.1 Product Maintenance | 9 | 9 | 9 | 2 | 18 /20 |
| 5.2 Quality Service | 8 | 7 | 7 | 2 | 14 /20 |
| 5.3 Right First Time | 9 | 8 | 8 | 2 | 16 /20 |
| **6. Time** | | | | | |
| 6.1 On Time Reporting | 6 | 5 | 5 | 1 | 5 /10 |
| **Cost** | | | | | |
| 7.1 Manage Scheme to Budget | 9 | 8 | 8 | 1.5 | 12 /15 |
| **Subtotal** | | | | | **108 /135** |
| **Total mark** (subtotal x 100 / 135) | | | | | **80** |

**Quality Assessment:**

Assume 5 tenderers have been marked for quality as follows:

The ‘lowest’ marks acquired, from each of the Quality - Part A (Approach) and Part B (Evidence) are totalled and this total is then normalised out of 100.

|  |  |
| --- | --- |
| Tenderer | Normalised mark |
| A | 60 |
| B | 56 |
| C | 83 |
| D | 71 |
| E | 85 |

Tenderer B’s mark is less than 60 for the normalised quality mark and is therefore not considered further.

**Quality Scores.**

As set out in this document, para 3.4.5, the scores are taken pro rata with the highest mark receiving a score of 100. The others are calculated in relation to the percentage difference between them and the overall highest scorer (full percentage points only)

The other Tenderers are recalculated as follows

|  |  |
| --- | --- |
| Tenderer | Quality score |
| A | 71 |
| B | Failed Quality |
| C | 98 |
| D | 84 |
| E | 100 |

#### Annex H - Determination of successful tender

Flow Chart showing the Tender evaluation process

Procurement

Officer

Quality

Evaluation

Panel

Financial

Assessment

Panel

Open and check tenders for

Compliance

Mark quality submissions

Determine financial scores

Report to Procurement

Officer

Report to Procurement

Officer

Combine quality and price and

identify Tenderers for validation

Validate part B evidence

Determine if financial information

acceptable

,

review quality

/

price

and identify Preferred Bidders

Review any proposed

changes for suitability and

acceptability

Record any changes and carry

out contract award procedures

Confirm key people availability or

identify proposed changes

Validate financial information

Report to Procurement

Officer

Report to Procurement

Officer

S

E

P

A

R

A

T

I

O

N

O

F

P

A

N

E

L

S

Notify tenderers of validation

status

Action by

:

S

E

P

A

R

A

T

I

O

N

O

F

P

A

N

E

L

S

Notify Tenderers of

Preferred Bidders

Sustainability assessment

Report to Procurement Officer

Highways England

Review responses to selection

questionnaire and determine which

tenders are to be assessed

.

Notify

Procurement Officer

Issue information to assessment

panels

#### Annex I - Not used

#### Annex J - Fair Payment Certificate



**Highways England Fair Payment Charter**

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 the client and 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, the client 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 Performance Measurement Model.

\*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.

Company name Representative’s name Signature

………………………. …………………………….. ……......................

Position Date

…………………………………………………………………………………………………………………

#### Annex K - Anti Bribery Code of Conduct



**Highways England Anti Bribery Code of Conduct**

The 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 the 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 staff that would breach the requirements of Appendix A (below)
* Commit any act of bribery that would cause the 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 the Highways England to inspect those records as required; and
* immediately notify the Highways England of any breach of paragraph 2 above.
* **A bribe for this purpose being 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.**

Company name Representatives name Signature

…………………. …………………………. ……………………

Position Date

………………………….. ……………………

**Appendix 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
* overnight accommodation and travel to and from a venue at which an event is being held

#### Annex L - Anti Fraud Code of Conduct



**Highways England Anti Fraud Code of Conduct**

The 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. The 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 the 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 Agency 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 the Highways England to inspect those records as required; and
* Immediately notify the Highways England of any breach of this Code.

Company name: Representative’s name: Signature:

…………………… ………………………… ......................

Position: Date:

……………………….. ……………….

##### Annex M – Key people schedule

Tenderers should identify the key people for the listed posts, and add any further key people. The minimum period of availability of each person must be stated. A CV for each person should be included. The maximum length of CV is 2 sides of A4 paper. The CV should emphasise the key skills relevant to this particular contract.

##### Key people

|  |  |  |
| --- | --- | --- |
| **Post** | **Name** | **Minimum period of availability** |
| Project Manager |  |  |
| Meter Administration Engineer |  |  |
|  |  |  |

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-2)
2. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-3)
3. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-4)
4. UK companies, Societies European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-5)
5. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-6)
6. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-7)
7. [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills__Apprenticeships_PPN_vfinal.pdf) [↑](#footnote-ref-8)