



National Highways Limited

**Apprenticeships Managed Service
Provider**

**Instructions for Tenderers
(September 2022)**

Contents amendment sheet

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Table of Contents

1	PROCUREMENT SUMMARY	4
1.1	Context and National Highways' Aims.....	4
1.2	Contract Features	4
2	DEFINITIONS AND INTRODUCTION	5
2.1	Definitions	5
2.2	Instructions for Tenderers	7
3	PROCUREMENT STRATEGY	9
3.1	Procurement Timetable – Key events and dates.....	9
4	CONDITIONS OF TENDERING	10
4.1	General.....	10
4.2	Disclosure Requests and Transparency.....	10
4.3	Non-collusion	12
4.4	Publicity and marketing	12
4.5	Change of Ownership	13
4.6	Conflicts of Interest	13
4.7	Tender Warranties	14
4.8	Tender Documents	15
5	TENDER COMMUNICATIONS	16
5.1	Tender Queries.....	16
5.2	Tender Amendments	17
6	TENDER SUBMISSION REQUIREMENTS.....	18
6.1	General.....	18
6.2	Document Control.....	18
6.3	Variant Bids	19
6.4	Tender Submission	19
6.5	Selection Questionnaire Submission.....	20
6.6	Contract Policy and Compliance Submission	20
6.7	Quality Submission Instructions	21
6.8	Tender Commitments	22
6.9	Key Person Submission	23
6.10	Commercial Submission Instructions	23
7	TENDER ASSESSMENT PROCEDURE.....	24
7.1	Tender Assessment Procedure.....	24
7.2	Stage 1 - Compliance	26
7.3	Stage 2 - Assessment.....	26

7.4	Stage 3 - Quality Consensus	28
7.5	Stage 4 - Quality Moderation	29
7.6	Stage 5 - Sustainability	30
7.7	Stage 6 - Total Score	33
7.8	Abnormally Low Tender	33
7.9	Stage 7 - Selection Questionnaire.....	34
8	CONTRACT AWARD PROCEDURE.....	35
8.1	Award Procedure	35
8.2	Standstill period	35
8.3	Contract Award	35
Appendix A	Document Register.....	36
Appendix B	List of Documents to be returned with the Tender:	38
Appendix C	Contract Policy and Compliance Statement Requirements.....	40
Appendix D	Quality Questions Scoring Matrix	44
Appendix E	Quality Questions (Including Social Value)	46
Appendix F	Commercial Workbook	52
Appendix G	Commercial Scoring Worked Example	53
Appendix H	Quality Assessment Scoring Worked Example	55
Appendix I	Commercially Sensitive Information Template	56
Appendix J	Non-collusion Declaration Template	57
Appendix K	Conflict of Interest Declaration Template	58
Appendix L	Certificate of Compliance with HE Policies	59
Appendix M	Key Person Schedule	65
Annex 1	Selection Questionnaire	66

1 PROCUREMENT SUMMARY

1.1 Context and National Highways' Aims

- 1.1.1 National Highways is replacing its current Apprenticeships contract provider, which provides a managed service for apprenticeships.
- 1.1.2 This procurement is to provide a managed service provider (MSP) this includes but is not limited sourcing providers, managing performance and collating learner progress.

1.2 Contract Features

- 1.2.1 Key features of the Contract include;
 - 1.2.1.1 Management of apprenticeship providers on behalf of National Highways
 - 1.2.1.2 Sourcing of apprenticeship providers and acting as an intermediary in agreeing contracts
 - 1.2.1.3 Providing regular reporting on apprentice performance and supporting resolving underperformance with providers
 - 1.2.1.4 Onboarding all current providers and apprentices
 - 1.2.1.5 Providing an administration service to the apprenticeship process
 - 1.2.1.6 Supporting National Highways with improving their apprenticeship offering by acting as subject matter experts, providing National Highways with apprenticeship updates, supporting on projects and suggesting new ideas

2 DEFINITIONS AND INTRODUCTION

2.1 Definitions

2.1.1 Words and phrases with an initial capital letter used in this document shall have the meanings set out in Error! Reference source not found..

Table 1 Table of Definitions

Term	Definition
Assessment	the part of the procurement process described in section 7.3 of these Instructions;
Associated Company	has the meaning given in section 256 of the Companies Act 2006;
Award Criteria	the criteria described in these Instructions that National Highways will use to identify the most economically advantageous Tender;
Commercial Assessment Panel	the group of assessors that assesses the Commercial Submission;
Commercial Envelope	the area on the Sourcing Portal in which Tenderers should submit their Commercial Submission;
Commercial Score	the score awarded by the Commercial Assessment Panel after its assessment of the Commercial Submission;
Commercial Submission	the part of the Tender to be submitted in the Commercial Envelope in accordance with section 6.10 of these Instructions, comprising the completed Commercial Workbook ;
Commercial Workbook	the document to be completed by Tenderers in the form set out in Appendix F to these Instructions;
Conditions of Tendering	section 4 of these Instructions setting out the general processes, procedures and rules for Tenderers to follow when producing and submitting a Tender;
Contract	the contract to be entered between National Highways and the successful Tenderer;
Contract Notice	the Contract Notice advertising the Contract published in the FTS as described in paragraph 2.2.1 of these Instructions;
Contract Policy and Compliance Submission	the part of the Tender to be submitted in accordance with section 6.6 of these Instructions;

EIRs	the Environmental Information Regulations 2004 (S1 2004/3391);
Final Quality Score	the Final Quality Score determined in accordance with paragraph 7.6.10 of these Instructions;
FOIA	the Freedom of Information Act 2000 (as amended);
FTS	the Find a Tender service, the UK e-notification service where notices for new procurements are required to be published;
Instructions	this Instructions for Tenderers document;
Interim Quality Score	a Tenderer's quality score after the Assessment, Quality Consensus and Quality Moderation processes but before any adjustment arising from the Sustainability process as calculated in accordance with Table 5;
Price	the Price for each Tender determined by the Commercial Assessment Panel in accordance with paragraphs 7.3.1 – 7.3.10 of these Instructions;
Procurement Officer	the individual identified in paragraph 2.2.3 of these Instructions;
Qualification Envelope	the area on the Sourcing portal in which Tenderers should submit their Selection Questionnaire Submission;
Quality Assessment Panel	the group of assessors that assesses the Quality Submission;
Quality Consensus	the part of the procurement process described in section 7.4 of these Instructions;
Quality Moderation	the part of the procurement process described in section 7.5 of these Instructions;
Quality Moderation Panel	the group of moderators that provides independent assurance of the scores awarded by the Quality Assessment Panel in accordance with section 7.5 of these Instructions;
Quality Questions	the Questions set out in Appendix E to these Instructions to be answered by Tenderers as part of their Quality Submission;
Quality Submission	the part of the Tender to be submitted in accordance with section 6.7 of these Instructions;
Regulations	the Public Contracts Regulations 2015 (as amended);
Road Investment Strategy (RIS)	the Department for Transport's (DfT) strategy document which sets out where it will prioritise its investment in the strategic road network;

Selection Questionnaire (SQ)	the document to be completed by Tenderers in the form set out in Annex 1 to these Instructions;
Selection Questionnaire Submission	the part of the tender containing the Selection Questionnaire and associated documents to be submitted in accordance with section 6.5 of these Instructions;
Sourcing Portal	National Highways' web-based system used to conduct and manage the procurement process from Tender invitation, including all communications, provision of data and information and submissions. The Sourcing Portal used for this Tender is called Bravo;
Sustainability	the part of the procurement process described in section 7.6 of these Instructions;
Technical Envelope	the area on the Sourcing portal in which Tenderers should submit their Contract Policy and Compliance Submission and their Quality Submission;
Tender	an offer by a Tenderer in response to these Instructions which includes all supporting Tender response documents, rates and prices and proposals;
Tender Commitment	a commitment from the Tenderer provided in accordance with section 6.8 of these Instructions;
Tender Panel	the panel formed at Stage 5 – Sustainability;
Tender Query	a question or request for clarification submitted by a Tenderer and answered by National Highways in accordance with section 5.2 of these Instructions;
Tenderer	the individual, organisation or consortium submitting a Tender;
Total Score	the score awarded following the procurement process described in section 7.7 of these Instructions;
Weighted Interim Quality Score	a Tenderer's weighted quality score out of 100 after the Assessment, and Consensus and Moderation] stages of the procurement process (but prior to Sustainability); and
Weighted Final Quality Score	a Tenderer's weighted quality score out of 100 after Sustainability calculated in accordance with Table 8.

2.2 Instructions for Tenderers

2.2.1 These Instructions are issued further to the FTS Contract Notice reference number 2022/S 000-026266. The Contract is being procured in accordance with the open procedure in regulation 27 of the Regulations and the procurement seeks to identify the most economically advantageous Tender to National Highways.

Instructions for Tenderers, Revision 0

- 2.2.2 The purpose of this document is to provide Tenderers with information about the procurement process, the timetable and the Conditions of Tendering. The document describes the Contract which National Highways is seeking to procure. It also sets out the Award Criteria and how they will be applied to identify the most economically advantageous Tender.
- 2.2.3 Tenderers may only contact National Highways through the Sourcing Portal, unless they are unable to access the Sourcing Portal in which case they must contact the Procurement Officer by email. The Procurement Officer for this procurement is Lauren Hopkins Lauren.hopkins@nationalhighways.co.uk.
- 2.2.4 Whenever in these Instructions there is reference to a meeting being held between National Highways and one or more of the Tenderers such a meeting may be held face to face, by telephone, by Skype, by Microsoft Teams or by another reasonably widely available medium chosen by National Highways.

3 PROCUREMENT STRATEGY

3.1 Procurement Timetable – Key events and dates

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

Table 2 Key events and dates

Key Event	Date
Issue IfT	20/09/22
Last date for submission of Tender queries	27/09/22
Last date for response to Tender queries	30/09/22
Tender return date	14/10/22
Tender Assessment	18/10/22 – 28/10/22
Standstill letters issued	w/c 07/11/22
Contract Award	w/c 14/11/22

4 CONDITIONS OF TENDERING

4.1 General

- 4.1.1 All Tenders must be submitted in accordance with these Instructions. National Highways reserves the right to exclude any Tender from the competition which does not comply with these Instructions.
- 4.1.2 Wherever these Instructions state that National Highways reserves a right to, or “may” exclude a Tenderer (e.g. for non-compliance with any requirement of these Instructions or a “fail” under any specific criterion) then National Highways is at liberty to exercise such discretion as it sees fit to balance fair and equal treatment of all Tenderers with a proportionate response to the relevant non-compliance or failure.
- 4.1.3 The contents of these Instructions and of any other documentation sent to Tenderers in respect of the procurement remain the property of National Highways and must be treated as private and confidential at all times.
- 4.1.4 Tenderers are required to conduct themselves in good faith in all dealings in relation to the procurement.
- 4.1.5 All contact with National Highways during the procurement period in relation to this procurement must be made through the Sourcing Portal, unless a Tenderer is unable to access the Sourcing Portal in which case they must contact the Procurement Officer by email. There should be no direct contact by Tenderers with National Highways or its advisers, consultants or contractors unless this is expressly agreed in advance by National Highways or expressly permitted by these Instructions.
- 4.1.6 National Highways reserves the right to allow any Tenderer to correct an error in its Tender or clarify elements of its Tender to National Highways’ satisfaction rather than exclude such a Tenderer where National Highways is satisfied such action would be proportionate to the relevant issue and would not result in discrimination to other Tenderers or amount to unfair treatment.

4.2 Disclosure Requests and Transparency

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

- 4.2.2 Under the UK Government's Procurement Policy Note 02/17 (Promoting Greater Transparency) dated December 2017, National Highways is obliged to publish the details of the successful Tenderer and the provisions of any Contract(s) let pursuant to this procurement, excluding only information which is exempt from disclosure pursuant to the FOIA, EIRs or the Regulations.
- 4.2.3 Tenderers must be aware that National Highways could receive requests for any information relating to this procurement. National Highways is under a legal obligation to disclose such information if validly requested, unless an exemption applies. National Highways may also be obliged to make disclosures under other legislation or applicable codes or otherwise as required by law, including by order of a court of competent jurisdiction. Without prejudice to National Highways' obligation to disclose information in accordance with the FOIA, EIRs and the Regulations, National Highways will, acting reasonably but at its sole discretion, consider the application of any exceptions set out in section 43 of the FOIA to any information identified by a Tenderer as genuinely commercially sensitive or any other relevant FOIA or EIRs exemption.
- 4.2.4 Tenderers are therefore invited to return (in the Technical Envelope Section 1) a document in the form of **Appendix I** of these Instructions to state which information in their Tender should not be disclosed due to one of the exemptions applying, for example because to do so would, or would be likely to, prejudice their commercial interests. Applications for non-disclosure must include:
- a) Clear and substantive justification; and
 - b) A time limit after which the information may be disclosed as the exemption will no longer apply.
- 4.2.5 National Highways will endeavour to consult with the Tenderer and have regard to the Tenderer's representations before it releases any information in response to a request made under the FOIA or the EIRs. However, National Highways will be entitled to determine in its absolute discretion, including where it considers that it would not be appropriate to consult with the Tenderer, whether any information is exempt from release under either the FOIA or the EIRs, or alternatively is to be disclosed in response to a request for information.
- 4.2.6 All central government departments, their executive agencies and non-departmental public bodies are subject to control and reporting within government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet

Office has a cross-government role delivering overall government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

- 4.2.7 For these purposes, National Highways may disclose within government any documents and information (including any that the Tenderer considers to be confidential and/ or commercially sensitive, such as specific information within the Tender) submitted by the Tenderer to National Highways during this procurement process. Tenderers consent to these terms as part of the procurement process.
- 4.2.8 When taking up references as part of the Selection Questionnaire process National Highways confirms that it will keep confidential and will not disclose to any third parties any information obtained from a Tenderer's named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations, or pursuant to an order of the court or demand made by any competent authority or body where National Highways is under a legal or regulatory obligation to make such a disclosure.
- 4.2.9 Tenderers must note that National Highways may be required to publish the names of the Tenderers.

4.3 Non-collusion

- 4.3.1 Tenderers are required to return (in the Technical Envelope Section 1) a non-collusion certificate in the form of the document at **Appendix J** as part of their Contract Policy and Compliance Submission.
- 4.3.2 Where collusion between Tenderers (or any relevant parties with an interest in the procurement which may prejudice the outcome of the procurement) has been found to occur, National Highways reserves the right to exclude from this procurement any potential Tenderer at its discretion (without prejudice to any other civil remedies available to National Highways and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

4.4 Publicity and marketing

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

4.5 Change of Ownership

4.5.1 A Tenderer must immediately advise National Highways if:

- a) Its ownership or the ownership of any member of its tendering consortium changes; or
- b) The composition of its tendering consortium (including its proposed joint venture partners or their parent companies, or key subcontractors) changes; or
- c) Any organisation involved in the preparation of any Tender documents (including those of other Tenderers) is acquired by it or by any member of its consortium (or any of its or their Associated Companies); or
- d) It (or one of its Associated Companies) completes the takeover of, or merges with, another Tenderer (or one of its Associated Companies).

4.5.2 If it is considered that a change in ownership or the composition of a consortium described in section 4.5.1 would result in a conflict of interest, National Highways reserves the right to exclude the relevant Tenderer from the competition.

4.5.3 National Highways reserves the right to exclude any Tenderer that fails to advise National Highways in accordance with paragraph 4.5.1 or where a Tenderer otherwise contravenes the Conditions of Tendering regarding a Tenderer's change in ownership or consortium composition.

4.5.4 National Highways reserves the right to exclude any Tenderer from the procurement where any change in its economic or financial standing means the Tenderer would no longer meet the minimum financial requirements set out in the Selection Questionnaire.

4.6 Conflicts of Interest

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

4.6.2 Where there is any indication that a conflict of interest, or potential conflict of interest, between the Tenderer, its advisers, National Highways or National Highways's advisers or any combination thereof has arisen or may arise it will be the responsibility of the Tenderer (using a document in the form of **Appendix K** to be returned in the Technical Envelope Section 1) to inform National Highways immediately via the

Sourcing Portal setting out the conflict or potential conflict in detail together with the measures taken and/or to be put in place to identify, prevent and/or remedy any conflict or potential conflict of interest. In such circumstances, National Highways will be the final arbiter on issues of conflict or potential conflict of interests and, in cases where the actual or potential conflict of interest cannot (in National Highways's reasonable opinion) be effectively remedied, National Highways will exclude the relevant Tenderer from the procurement.

- 4.6.3 If National Highways becomes aware of any actual or potential conflict of interest that the Tenderer has not declared to National Highways, the Tenderer may be excluded from the procurement.
- 4.6.4 Tenders by groups of entities or Associated Companies must be submitted autonomously and independently with appropriate evidence provided of measures which ensure this is in accordance with paragraphs 4.6.2 or 4.6.5. Should National Highways suspect that relationships between groups of entities or affiliate companies means that they are not independent and evidence to demonstrate otherwise is not provided, that Tenderer may be excluded from the procurement.
- 4.6.5 National Highways considers that a potential conflict of interest could arise where the same entity is bidding in different capacities, for example, bidding in its own right and as a sub-contractor to another Tenderer or as a consortium partner in another bid. In such circumstances the Tenderer should address the potential conflict in the manner set out in paragraph 4.6.2.

4.7 Tender Warranties

- 4.7.1 These Instructions and their associated documentation are provided in good faith. No warranty is given by National Highways as to the accuracy or completeness of information contained in it. Any liability for inaccuracy or incompleteness is expressly disclaimed by National Highways. Tenderers are to satisfy themselves they understand all requirements of the procurement process and all associated documents before submitting a Tender.
- 4.7.2 National Highways reserves the right to cancel, amend or vary the procurement process at any point prior to the award of the Contract (in whole or in part) and with no liability on its part.

- 4.7.3 National Highways reserves the right not to accept any Tender for any reason given in these Instructions or the Regulations.
- 4.7.4 National Highways is not liable for any costs resulting from any amendment or cancellation of this procurement process nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those tendering. Tenderers submit a Tender at their own risk and expense.
- 4.7.5 Tenders will remain open for acceptance by National Highways for a period of 180 days from the closing date for the submission of Tenders after which period the validity of a Tender will be subject to confirmation by the Tenderer.

4.8 Tender Documents

- 4.8.1 The documents provided to Tenderers are listed in **Appendix A – Document Register**.
- 4.8.2 If Tenderers experience any difficulty in locating or opening documents listed in **Appendix A** or within any of the referenced documents, then a Tender Query should be raised via the Sourcing Portal.
- 4.8.3 All documents and information issued to Tenderers remain the property of National Highways and may only be used for the purpose of tendering, they must not be disclosed to persons unconnected with the Tender and must be destroyed on completion of the procurement.

5 TENDER COMMUNICATIONS

5.1 Tender Queries

- 5.1.1 If Tenderers have any queries or require any clarification concerning any aspect of these Instructions, then they should submit a Tender Query to National Highways through the Sourcing Portal not later than the date shown in **Table 2**.
- 5.1.2 Tender Queries will only be permitted until the date shown in **Table 2**. This deadline is designed to permit National Highways to consider and respond to all Tender Queries within sufficient time to enable Tenderers to take account of National Highways' response ahead of the Tender return date.
- 5.1.3 National Highways reserves the right not to provide a response to any Tender Query raised by a Tenderer received after the date shown in **Table 2**.
- 5.1.4 All Tender Queries and responses will be published openly to all Tenderers unless specifically marked "Commercially Sensitive" or "Confidential" by the Tenderer at the time of submission. If so marked Tenderers must explain why they consider that the Tender Query is commercially sensitive or confidential. These Tender Queries and National Highways' responses will, subject to paragraph 5.2.5, not be circulated to other Tenderers.
- 5.1.5 If a Tenderer states that a Tender Query is in their opinion commercially sensitive or confidential, but National Highways does not agree, National Highways reserves the right to notify the Tenderer of its decision and reserves the right to offer the Tenderer an opportunity to withdraw the relevant Tender Query. If the Tenderer does not elect to withdraw the relevant Tender Query within the specified timeframe or within three working days (whichever is the later), the relevant Tender Query and response is circulated to all Tenderers.
- 5.1.6 Where, in response to a Tender Query or otherwise, National Highways makes available further information that is relevant to the Tender then such information will be made available to all Tenderers.
- 5.1.7 It shall be National Highways' decision whether and how to answer a Tender Query. National Highways accepts no liability arising from the provision of clarification or further information or a decision not to provide further clarification or information.

5.2 Tender Amendments

- 5.2.1 The Procurement Officer may make amendments to these Instructions and/or the documents in **Appendix A** and shall issue them to all Tenderers via the Sourcing Portal. Only in exceptional circumstances will amendments be issued after the closing date for submission of Tenders in the form of a post Tender amendment. Exceptional circumstances include where National Highways wishes to correct an error in these Instructions and/or the documents in **Appendix A**.
- 5.2.2 National Highways officers or consultants do not have the authority to make any amendment to these Instructions except through an amendment issued by the Procurement Officer. If a purported amendment is made by anybody except the Procurement Officer, this is not to be considered valid and the Tenderer must refer the matter to the Procurement Officer immediately.

6 TENDER SUBMISSION REQUIREMENTS

6.1 General

- 6.1.1 National Highways reserves the right to exclude Tenders not received by the Tender return date and time shown in **Table 2** (subject to any amendments to that date or time issued by National Highways). If a Tender is submitted after this deadline the Tenderer may be asked to explain and/ or evidence any system or material issue that prevented it from submitting its Tender by the deadline.
- 6.1.2 Tenders must be submitted using the Sourcing Portal and in accordance with these Instructions. Tenders must be complete and documents which are provided for Tenderers to fill in and return shall not be altered. Tenders shall not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Tender equivocal. National Highways reserves the right to exclude any Tenders which do not comply with the Instructions in this paragraph.
- 6.1.3 Before a Tender can be submitted the Tenderer must answer the confirmation statements within the Sourcing Portal, confirming that the person confirming is empowered to submit the Tender on behalf of their organisation, that the Tenderer accepts these Instructions (and any amendments or answers to Tender Queries), and that their tender is valid for 180.
- 6.1.4 Tenders will remain open for acceptance by National Highways for a period of 80 days from the closing date for the submission of Tenders after which period the validity of a Tender will be subject to confirmation by the Tenderer.

6.2 Document Control

- 6.2.1 A checklist of the documents to be returned with the Tender is set out in **Appendix B**. Each Tender including those documents must be submitted in three online envelopes as follows, further detail is given in **Appendix B**:
- Qualification Envelope;
 - Technical Envelope; and
 - Commercial Envelope.
- 6.2.2 Tenders and supporting documents must be written in English and priced in Pounds Sterling.

6.2.3 Tenders must comply with the following document restrictions:

- a) The page limits as identified in **Appendix E** must be adhered to, all parts of the submission including title pages, drawings, diagrams, organograms, flow charts and annexes shall be counted apart from *description of documents excluded from the page count*.
- b) The pages of any document with a page limit must be numbered. Page numbers and other header or footer information may be included in the margin space; and
- c) Text must be presented in “Arial” font and be no smaller than 11 point, single-spaced. All margins are to be set at no less than 2.54 centimetres. Text no smaller than 10 point can be used for drawings, diagrams and flow charts.

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

6.2.5 Documents are to be clearly referenced, sequenced and provided in Microsoft 2016 Word and Excel formats, with the exception of templates forming part of the documents requiring completion by the Tenderer which shall retain their original format.

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

- a) Tenderer initials
- b) Name of document given in **Appendix A**.

Example Format - “ABC _Selection Questionnaire.”

6.3 Variant Bids

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

6.4 Tender Submission

6.4.1 Tenderers are required to submit the following four submissions:

- Selection Questionnaire Submission

Instructions for Tenderers, Revision 0

- Contract Policy and Compliance Submission
- Quality Submission
- Commercial Submission

6.5 Selection Questionnaire Submission

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

6.5.2 The Selection Questionnaire includes the following:

- PART 1: Potential supplier information
- PART 2: Exclusion grounds
- PART 3: Selection questions

6.6 Contract Policy and Compliance Submission

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

- the executed Form of Tender;
- name, address and email for service of notices;
- the key person schedule in **Appendix M**; and
- the policy compliance statements described in **Table 3** confirming that they will adhere to National Highways' relevant policies in the event that they are successful in this procurement.

Table 3 Policy and Compliance Documents Requirements

Policy	Mandatory requirement?	Refer to
Confirmation that the Tenderer will enter into the parent company guarantee if so required following assessment of the Selection Questionnaire economic and financial standing tests	Yes, if applicable	Section C1 of Appendix C

Policy	Mandatory requirement?	Refer to
Legal Opinion for Tenderers that are non-UK Registered Companies	If the Tenderer is a non-UK registered company	Section C2 of Appendix C
Statement that Tenderer will support use of SMEs as its sub-contractors	Yes	Section C3 of Appendix C
Information Assurance Statement	Yes	Section C4 of Appendix C
Data Protection Statement (GDPR)	Yes	Section C5 of Appendix C
Non-Collusion Compliance	Yes	Appendix J
Fair Payment Charter Compliance	Yes	Appendix L
Anti-bribery Code of Conduct Compliance	Yes	Appendix L
Anti-fraud Code of Conduct Compliance	Yes	Appendix L
Armed Forces Covenant Compliance	Yes	Appendix L

6.6.2 All the documents detailed in Error! Reference source not found.**3** must be submitted as part of the Tender. National Highways reserves the right to exclude a Tenderer that fails to provide compliance statements.

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

6.7 Quality Submission Instructions

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

6.7.2 Each Quality Question sets out the following:

- **Ambition** – the outcome National Highways is seeking to obtain;
- **Question** – the question that Tenderers must respond to; and

- **Requirements** – the minimum requirements National Highways considers essential to deliver the Ambition.

6.7.3 A Tenderer's response to each Quality Question must include the following components:

- a) **Methodology:** describing the methods to be used, which must as a minimum address all the requirements;
- b) **Evidence:** showing how the methodology has been previously used, tested or piloted; and
- c) **Tender Commitments:** Tenderers must provide Tender Commitments as described in section 6.8;

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

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

6.8 Tender Commitments

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

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

6.8.3 All Tender Commitments must be SMART (Specific, Measurable, Achievable, Relevant and Time-bound).

- a) **Specific** – the Tender Commitment must be well defined and specific to the Quality Question;
- b) **Measurable** – achievement of the Tender Commitment must be objectively measurable;
- c) **Achievable** – the Tender Commitment must be achievable;
- d) **Relevant** – the Tender Commitment must be aligned to the Ambition;
- e) **Time-bound** – the Tender Commitment must have a clear timeframe within which it will be achieved.

6.8.4 Tender Commitments must be included and written in **bold type** in the Quality Submission and duplicated in the Tender Commitments Register returned in the Technical Envelope (Section 2).

6.8.5 Tender Commitments will become part of the Contract on award. Tenderers are referred to the Contract for further details.

6.9 Key Person Submission

6.9.1 Tenderers are to provide a completed key person schedule using the document in **Appendix M** to be returned by them in section 1 Contract Policy and Compliance of the Technical Envelope. This lists the key persons proposed for the roles identified.

6.9.2 The key person submission will not be assessed as part of the Tender but will become part of the Contract on award.

6.10 Commercial Submission Instructions

6.10.1 Tenderers are required to submit in the Commercial Envelope on the Sourcing Portal a completed Commercial Workbook found in **Appendix F** of these Instructions.

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

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

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

6.10.5 Tenderers are not permitted to:

- a) price any item within another item;

- b) cross subsidise any item within any other item;
- c) make any assumptions regarding the use or relevance of any item; or
- d) duplicate any price.

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

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

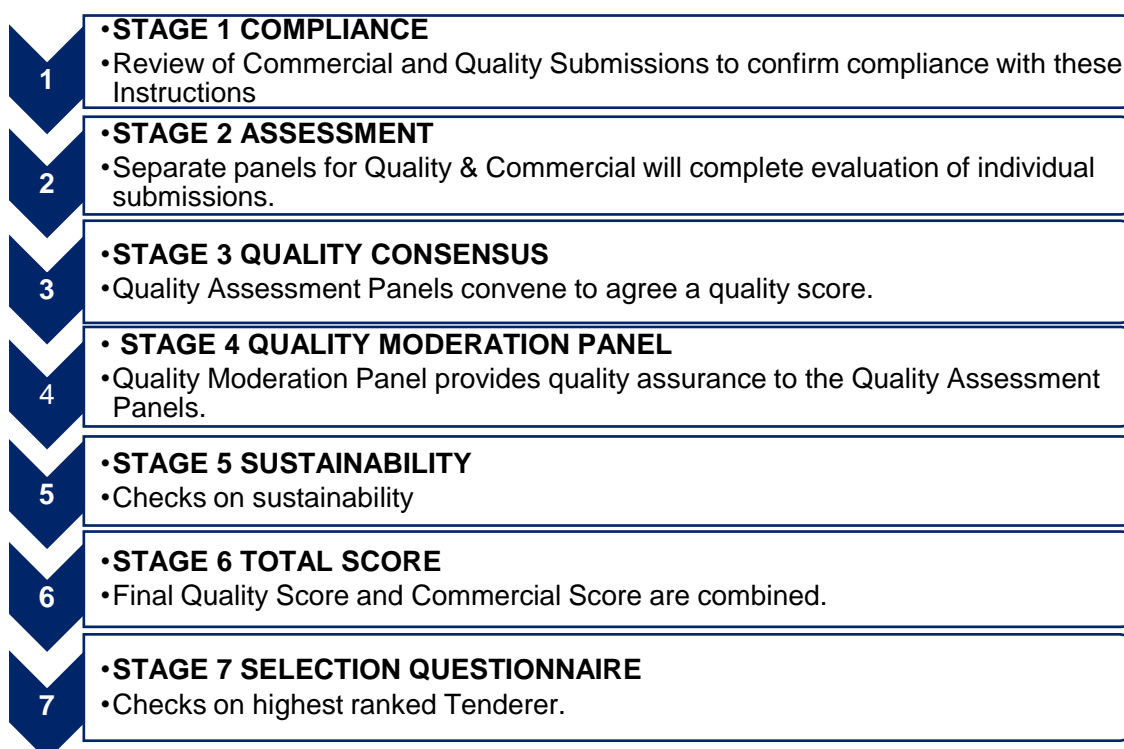
7 TENDER ASSESSMENT PROCEDURE

7.1 Tender Assessment Procedure

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

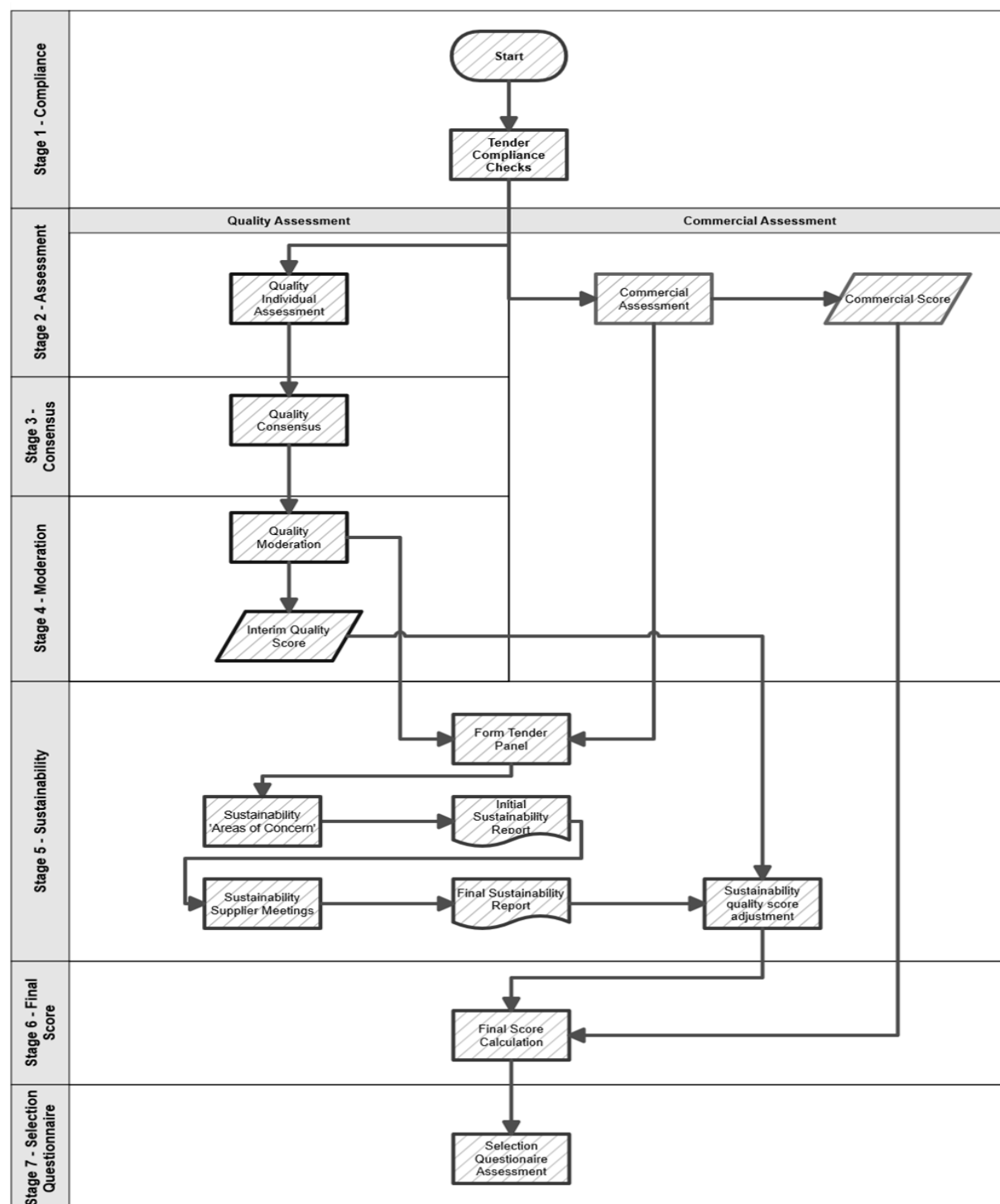
7.1.2 The assessment of Tenders will be carried out in the seven stages shown in **Figure 1**:

Figure 1 Tender Assessment Procedure Stages



7.1.3 The assessment procedure is described in Error! Reference source not found.2.

Figure 2 Tender Assessment Procedure



7.2 Stage 1 - Compliance

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

- a) a full and complete set of correct documents and submissions has been uploaded to the Sourcing Portal;
- b) the submitted documents and submissions are without qualification;
- c) that no further documents were submitted beyond those required;
- d) all relevant elements of the Selection Questionnaire have been self-certified by the Tenderer as compliant; and
- e) the page count in the submitted documents and submissions has not been exceeded.

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

7.3 Stage 2 - Assessment

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

Commercial Assessment

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

Step One: Commercial Compliance

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

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

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

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

Step Two: Commercial Assessment

7.3.7 The Commercial Assessment Panel will determine a Price for each Tender, built up from the worksheets contained within the Commercial Workbook.

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

7.3.9 The Commercial Score will be determined by using the following calculation:

If $Tenderer's Price [for the Lot] \leq 2 \times lowest Price [for the Lot]$ then:

$$Tenderer's Commercial Score = 100 \times \left(1 - \frac{(Tenderer's Price [for the Lot] - lowest Price [for the Lot])}{(lowest Price [for the Lot])} \right)$$

If $Tenderer's Price [for the Lot] > 2 \times lowest Price [for the Lot]$ then:

$$Tenderer's Commercial Score = 0$$

7.3.10 [A worked example is provided in **Appendix G**

7.3.11 If the Tenderer with the lowest Price is excluded from the competition then the second lowest priced Tender will score 100 and the other Commercial Scores will be re-calculated in accordance with paragraphs 7.3.8 – 7.3.9.

Quality Assessment (including Social Value)

7.3.12 Quality Criteria

7.3.13 The Quality sub-criteria (including one for Social Value) are detailed in Error! Reference source not found.below.

7.3.14

Table 4 Quality sub-criteria

Award criterion	Weighting of Total Score	Question Number	Sub-Criterion	Sub-criterion Weighting
Quality	70%	1	Implementation	10%
		2	Data & Technology	10%
		3	Service Delivery	25%
		4	Service Delivery	25%
		5	Service Delivery	20%
		6	Social Value	10%

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

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

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

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

7.3.21 Following the recording of the individual members of the Quality Assessment Panels' scores, a Quality Consensus meeting will be held in accordance with section 7.4.

7.4 Stage 3 - Quality Consensus

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

- 7.4.2 Each of the individual members of the Quality Assessment Panel will present their rationale and scoring. The session will be independently facilitated by a representative of National Highways' procurement team to reach an agreed consensus score and rationale for each Quality Question.
- 7.4.3 If the during the Quality Consensus meeting(s) the Quality Assessment Panel members wish to request clarification before they agree a consensus score, the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal. The Quality Assessment Panel members will meet again after the clarification has been received to reach the agreed consensus score and rationale.
- 7.4.4 Following the conclusion of the Quality Consensus meeting, the Quality Assessment Panel's consensus notes containing the quality scores and rationale for each Quality Question are presented to the Quality Moderation Panel in accordance with section 7.5.

7.5 Stage 4 - Quality Moderation

- 7.5.1 The Quality Moderation Panel provides challenge and assurance to the Quality Assessment Panel to ensure the score and rationale for each Tenderer's response to each of the Quality Questions follows the scoring methodology in **Appendix D** and that methodology has been consistently applied to all Tenderers.
- 7.5.2 The Quality Moderation Panel has access to all documents seen by the Quality Assessment Panel.
- 7.5.3 The Quality Moderation Panel is not permitted to adjust quality scores in any circumstances.
- 7.5.4 Where the Quality Moderation Panel identifies an inconsistent score, a lack of rationale to justify a score and/or a potential discrepancy in assessment, the Quality Moderation Panel will require the Quality Assessment Panel to reconvene and review the Quality Moderation Panel's concerns.
- 7.5.5 The reconvened Quality Assessment Panel will review the relevant quality score taking into account the Quality Moderation Panel concerns. The Quality Assessment Panel can either agree to amend the score and/or the rationale or confirm that the original score should remain. These amended or confirmed scores then become the Interim Quality Scores and the weighting is applied to each question in accordance with **Table 5**.

Table 5 Interim Quality Scores

Question No	Interim Quality Score (/10)	Weighting (%)	Weighted Interim Quality Score (/100)
1		10%	
2		10%	
3		25%	
4		25%	
5		20%	
6		10%	
		100%	

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

$$\text{Weighted Interim Quality Score} = 10 \times \left(\text{Interim Quality Score} \times \text{Weighting} \right)$$

Enabling a Total Weighted Interim Quality Score out of 100 to be calculated.

7.5.7 The Minimum Quality Threshold will be applied in accordance with paragraph 0.

Minimum Quality Threshold

7.5.8 A Tender with a Total Weighted Interim Quality Score of less than 60 will be excluded.

7.5.9 Following the Sustainability Assessment process described in section 7.6, the Minimum Quality Threshold[s] test[s] will be reapplied.

7.6 Stage 5 - Sustainability

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

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

- 7.6.3 The Tender Panel will undertake a Sustainability assessment with respect to each Quality Question, comparing the response to the Quality Question with the Tenderer's Commercial Workbook.
- 7.6.4 The Tender Panel will determine an initial Sustainability risk rating for each Quality Question in accordance with Error! Reference source not found.6 below.

Table 6 Sustainability – initial sustainability risk rating

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

- 7.6.5 If the initial Sustainability assessment is low risk there is no further action required, if the initial Sustainability assessment is high risk a Sustainability meeting will be requested.
- 7.6.6 If it is identified as high risk the key findings of the initial Sustainability risk assessment will be communicated to the Tenderer in advance of a Sustainability meeting between members of the Tender Panel and the Tenderer.
- 7.6.7 The Sustainability meeting will allow the Tender Panel to further understand the Tenderer's proposal(s) in relation to the initial Sustainability risks.
- 7.6.8 Following the Sustainability meeting the Tender Panel will produce a Sustainability report. This will consider the initial Sustainability risk assessment and the Sustainability meeting findings, to determine a final Sustainability risk rating for each Quality Question in accordance with Error! Reference source not found.6. The initial Sustainability risk assessment cannot be increased as a result of the Sustainability process but may be decreased if the Tenderer's explanation at the Sustainability meeting lowers the risk(s) identified.
- 7.6.9 The final Sustainability risk assessment will be used by the Tender Panel to determine a Sustainability adjustment to the Interim Quality Score for the relevant Quality Question in accordance with Error! Reference source not found.7.

Table 7 Sustainability – Interim Quality Score reductions

Risk Level	Sustainability Adjustment
Low Risk	No score adjustment to be applied
High Risk	Interim Quality Score for the Quality Question to be reduced by 20%

7.6.10 The Final Quality Score for each Quality Question is determined by applying any Sustainability adjustment to the Interim Quality Score as shown in **Error! Reference source not found.** The Weighted Final Quality Score for each Quality Question will be determined by the following calculation;

$$\text{Weighted Final Quality Score} = 10 \times \text{Final Quality Score} \times \text{Weighting}$$

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

Table 8 Weighted Final Quality Score

Question No	Interim Quality Score (/10)	Sustainability Adjustment	Final Quality Score (/10)	Question Weighting	Weighted Final Quality Score
1		20%		10%	
2		20%		10%	
3		20%		25%	
4		20%		25%	
5		20%		20%	
6		20%		10%	

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

7.6.12 The Minimum Quality Threshold test will be reapplied to the Weighted Final Quality Scores in **Error! Reference source not found.8.**

7.7 Stage 6 - Total Score

7.7.1 The total Weighted Final Quality Score is combined with the Commercial Score to derive a Total Score for each Tender. The Tenderers' Total Scores will be calculated to two decimal places using **Table 9** below.

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

- Tenderers will be ranked from highest to lowest based on the Total Score;
- if Tenderers are tied on the same score then the Tenderer with the highest total Weighted Final Quality Score, derived using Error! Reference source not found., will take precedence;
- if Tenderers are still tied, then the Tenderer with the highest score for Quality Question 3 will take precedence.

7.7.3 The Tenderer who is ranked first following the application of the rules in paragraph 7.7.12 will be taken forward to Stage 7 - Selection Questionnaire.

Table 9 Total Score calculation

	Total Weighted Final Quality Score (/100) (i)	Commercial Score (/100) (ii)	70% Total Weighted Final Quality Score (i)*0.7 (iii)	30% Commercial Score (ii)*0.3 (iv)	Total Score (/100) (iii)+(iv)
Tenderer A					
Tenderer B					
Tenderer C					

7.8 Abnormally Low Tender

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

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

7.9 Stage 7 - Selection Questionnaire

- 7.9.1 The Tenderer ranked first following Stage 6 - Total Score, will be required to submit evidence to support its declarations in the Selection Questionnaire within the time stated. National Highways will check the evidence which supports the answers given to the Selection Questionnaire before award. If the required evidence is not provided within the time stated, or the evidence does not support the statements made in the Selection Questionnaire, the Tender will be rejected.
- 7.9.2 National Highways will assess the responses to Part 3 of the Selection Questionnaire in accordance with the assessment criteria in the Selection Questionnaire in **Annex 1**. In the event of a Tender being given a “fail” against any of the criteria, the Tender will be rejected.
- 7.9.3 Subject to the outcome of the economic and financial standing tests undertaken as part of the Selection Questionnaire process, National Highways will contact the Tenderer ranked first before Tender acceptance if a parent company guarantee (or other security agreed in accordance with these Instructions) is required, specifying the required guarantor or other security.
- 7.9.4 If the Tenderer ranked first passes the Selection Questionnaire assessment as set out in paragraph 7.9.2 and complies with any request made in paragraph 7.9.1, then, subject to section 8 – Tender Award Procedure it is awarded the Contract.
- 7.9.5 If the Tenderer ranked first fails the Selection Questionnaire assessment as set out in paragraph 7.9.2 or fails to comply with any request made in paragraph 7.9.1, the Tenderer who is ranked second following Stage 6 – Total Score has its Selection Questionnaire evaluated in accordance with the process in paragraphs 7.9.1 and 7.9.2. This process is repeated until the highest ranked remaining Tenderer passes the Selection Questionnaire assessment.

8 CONTRACT AWARD PROCEDURE

8.1 Award Procedure

- 8.1.1 National Highways reserves the right not to proceed to award a Contract under this procurement exercise.

8.2 Standstill period

- 8.2.1 National Highways will inform successful and unsuccessful Tenderers of its decision about the award of the Contract in standstill letters prepared in accordance with Regulation 86 of the Regulations.
- 8.2.2 In addition to the feedback provided in the standstill letters, Tenderers may request a debrief to help improve future submissions. Debriefs will not be held until after Contract award.

8.3 Contract Award

- 8.3.1 The Tenderer identified for Contract award will be issued with the Form of Agreement for execution. No contract will exist until the contract has been executed and completed.

Appendix A Document Register

The following documents are included with these Instructions

Document
A1 - Instructions for Tenderers including:
These Instructions for Tenderers
Appendix A (Document Register)
Appendix B (List of Documents to be returned with Tender)
Appendix C (Contract Policy and Compliance Statement Requirements)
Appendix D (Quality Questions Scoring Matrix)
Appendix E (Quality Questions)
Appendix F (Commercial Workbook)
Appendix G (Commercial Scoring Worked Example)
Appendix H (Quality Scoring Worked Example)
Appendix I (Commercially Sensitive Information Template)
Appendix J (Non-collusion Declaration Template)
Appendix K (Conflict of Interest Declaration Template)
Appendix L (Certificate of Compliance with HE Policies) <ul style="list-style-type: none"> Fair Payment Charter Anti-bribery Code of Conduct Anti-fraud Code of Conduct Armed Forces Covenant
Appendix M (Key Person Schedule template)
Annex 1

Selection Questionnaire Guidance
Selection Questionnaire
A2 - Contract
Form of Agreement
Conditions of Contract
Statement of Requirements

Appendix B List of Documents to be returned with the Tender:

B.1 In the Technical Envelope

Document to be returned	Number required
Selection Questionnaire Submission	1

B.2 In the Technical Envelope – Section 1

Document to be returned	Number required
Form of Tender	1
Form of Agreement	1
Name, address and email for service of notices	1
Key Person Schedule (Appendix M)	1
Confirmation Tenderer will enter into a Parent Company Guarantee if required (see Appendix C paragraph C1)	1
Draft Legal Opinion concerning eligibility of non-UK registered companies (see Appendix C paragraph C2)	1
Policy statements:	
Confirmation that Tenderer supports use of SMEs as sub-contractors (see Appendix C paragraph C3)	1
Confirmation that Tenderer complies with required Information Assurance procedures (see Appendix C paragraph C4)	1
Confirmation that Tenderer complies with Data Protection (GDPR) methods and procedures (see Appendix C paragraph C5)	1
Completed Commercially Sensitive Information Template (Appendix I)	1
Completed Non-collusion Certificate (Appendix J)	1

Completed Conflict of interest Declaration (Appendix K)	1
Completed Certificate confirming compliance with <ul style="list-style-type: none"> Fair Payment Charter Anti-bribery Code of Conduct Anti-Fraud Code of Conduct Armed Forces Covenant (Appendix L)	1

B.3 In the Technical Envelope – Section 2

Documents to be returned	Number required
Quality Submission	1
Tender Commitments Register	1

B.4 In the Commercial Envelope

Documents to be returned	Number required
Commercial Workbook	1

Appendix C Contract Policy and Compliance Statement Requirements

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

C.1 Parent Company Guarantee

C.1.1 The Tenderer must submit from the stated guarantor either:

- a certified copy of a Board minute of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee, when requested, or
- if the guarantor is:
 - i. Registered in the United Kingdom under the Companies Act 2006, a letter signed by the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested, or
 - ii. Not registered in the United Kingdom under the Companies Act 2006
 - a letter signed by the equivalent under the law applicable to the guarantor of the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested; and
 - a legal opinion from a lawyer or law firm acceptable to National Highways which is qualified and registered to practise in the jurisdiction in which the guarantor is incorporated, confirming the validity of the guarantor's commitment under applicable local law; the legal opinion must be addressed to National Highways on a full reliance basis and the liability of the lawyer or law firm giving the opinion must not be subject to any financial limitation unless otherwise agreed by National Highways.

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

C.2 Legal Opinion for Tenderers not registered in England and Wales

C.2.1 If the Tenderer, or a consortium member of the Tenderer is not a company incorporated in and subject to the laws of England and Wales (a “Foreign Entity”), then the Tenderer provides a legal opinion from a lawyer or law firm which is;

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

C.2.2 The legal opinion must include:

- Confirmation that:
 - i. the Foreign Entity is validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
 - ii. the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Agreement;
 - iii. all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Foreign Entity of the Agreement and the performance by it of its obligations under it have been duly taken;
 - iv. the proposed signatories/method of execution (of which details are provided) will constitute valid execution by the Foreign Entity;
 - v. the execution and delivery by the Foreign Entity of the Agreement and the performance of the obligations does not conflict with or violate:
 - the constitutional documents of the Foreign Entity;

- any provision of the laws of the jurisdiction in which it is incorporated;
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated; or
 - any mortgage, Contract or other undertaking which is binding on the Foreign Entity or its assets; and
- vi. (assuming that the Agreement is binding under English law), the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;
- vii. Notification of any other formalities to be complied with under local law which may be necessary to enforce the Agreement in the Foreign Entity's place of incorporation, including for example notarisation, legalisation or registration of the Agreement;
- viii. Notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to National Highways under the Agreement;
- ix. Confirmation that National Highways is not be deemed to be tax resident or domiciled in the foreign jurisdiction by reason of its entry into the Agreement; and
- x. 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.
- National Highways reserves the right to exclude a Tenderer if a legal opinion does not provide the confirmations and notifications required by paragraph C.2.2 above.

C.3 Statement regarding Small and Medium Sized Enterprises (SMEs)

C.3.1 National Highways is committed to removing barriers to SME participation in its contracts including subcontracting opportunities. Tenderers proposing to subcontract part of this contract should provide assurance that they have considered how SMEs could play a part. This shall include details of the measures

put in place to encourage and enable participation as subcontractors. If awarded the contract Tenderers will be asked for regular information about spend with SMEs under the contract and National Highways may publicise good practice on its websites and report such expenditure to other Government Departments.

- C.3.2 An SME subcontracting statement is not required if the Tenderer has classified itself as an SME.

C.4 Statement regarding Information Assurance Compliance

- C.4.1 Every Government Department and their arm's length bodies are required to take suitable precautions to safeguard their information. The requirement by National Highways for Information Assurance provides it with the confidence that the Tenderer's information and communications systems will protect the information issued in connection with this tender procedure

- C.4.2 Tenderers shall provide a description of proposals for handling information. Suitability of proposed Information Assurance solutions must be compatible with the National Highways data handling procedures provided in Section 23 of the Conditions of Contract.

C.5 Statement regarding The General Data Protection Regulation (GDPR)

- C.5.1 Tenderers shall provide a statement, signed by their Chief Information Officer, confirming that the methods and procedures they use to process personal data comply with GDPR obligations incorporated into English law by the Data Protection Act 2018 and National Highways' data protection requirements in Section 23 of the Conditions of Contract.

Appendix D Quality Questions Scoring Matrix

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

Classification	Score	Description
Unsatisfactory	1	<p>An unsatisfactory score will be applied if:</p> <ul style="list-style-type: none"> a) The response does not answer the question, or fails to address one or more of the requirements; or b) The methodology lacks basic explanatory detail or there is little or no supporting evidence provided; or c) Tender Commitments lack defined outputs or fail to describe how they will contribute to the achievement of the ambition <p>Overall the response provides National Highways with unsatisfactory confidence that the ambition will be achieved</p>
Weak	3	<p>A weak score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology linked to the ambition, which includes defined procedures, resources and systems, which is supported by evidence; and c) The Tender Commitments contain outputs based on the methodologies <p>and</p> <ul style="list-style-type: none"> • The methodology does not directly support the delivery of the ambition, or • The methodology and evidence are lacking in relevant detail, or • The Tender Commitments are either not time based or do not describe how they will support the achievement of the ambition <p>Overall the response provides National Highways with weak confidence that the ambition will be achieved.</p>

Classification	Score	Description
Good	6	<p>A good score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology directly supporting the delivery of the ambition, which includes defined procedures, resources and systems, and is supported by evidence. The methodology and evidence may be lacking in detail but in minor areas only; and c) The Tender Commitments collectively support the delivery of the ambition, and capture the methodology, with defined time-based outputs <p>Overall, the response provides National Highways with good confidence that the ambition will be achieved.</p>
Very Good	9	<p>A very good score will be applied if:</p> <ul style="list-style-type: none"> a) The response meets the standard for good; and b) Both methodology and evidence are fully detailed; and c) The evidence demonstrates a very good likelihood of successful implementation; and d) The Tender Commitments contain outputs planned at times to optimise delivery of the ambition. <p>Overall the response provides National Highways with very good confidence that the ambition will be achieved.</p>
Excellent	10	<p>An excellent score will be applied if the response:</p> <ul style="list-style-type: none"> a) meets the standard for very good; and b) Demonstrates it will contribute to continuous improvement <p>Overall the response provides National Highways with excellent confidence that the ambition will be achieved.</p>

Appendix E Quality Questions (Including Social Value)

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

Criterion	Question Number	Ambition	Question	Requirements	Page Limit (including Tender Commitments)
Implementation	1	<p>National Highways uses apprenticeships to recruit new apprentices into the business and to provide qualifications to existing employees. We have a wide variety of apprenticeships that we offer, as such we have many apprenticeship suppliers.</p> <p>We are seeking to ensure that all our providers are onboarded and managed through the supplier and that they receive a high level of customer service as well as our apprentices receiving a high level of service from the providers</p>	<p>Please outline your intended implementation plan, making reference to the following:</p> <ul style="list-style-type: none"> • Project Management - Timescales, proposed SLA's and communication • Onboarding of current providers and apprentices • Understanding National Highways process' and procedures 	<p>The response must;</p> <ol style="list-style-type: none"> 1. Outline Project Management methodology used and approach to how clients are handled. 2. Provide details of methods of communication with key contacts within the Account Management team. 3. Provide details how communication will take place with providers 4. Provide details on how you would approach onboarding current apprenticeship providers 5. Provide details on what time scales will be worked to and what key milestones will be used. 	2 pages of A4 (4 sides)

Criterion	Question Number	Ambition	Question	Requirements	Page Limit (including Tender Commitments)
Data and technology	2	<p>As part of managing providers and being able update on learner progress there will be a requirement to share data between National Highways, the supplier and apprenticeship providers. National Highways require that all data remains secure and compliant with General Data Protection Regulations.</p> <p>At National Highways we use Microsoft products including Outlook and Teams and are not looking to add to our systems portfolio.</p>	Please outline your approach to ensuring data can be shared securely between National Highways, apprenticeship providers and yourselves.	<p>The response must consider;</p> <ol style="list-style-type: none"> 1. The mechanism used to share data 2. Provide details of where Data is held, processed and what risk management is used to protect it. 3. Provide details of what considerations are in place to manage any change in d 2018 changing – following the UK 's exit from the European Union. 	2 pages of A4 (4 sides)

Criterion	Question Number	Ambition	Question	Requirements	Page Limit (including Tender Commitments)
Service delivery	3	National Highways has contracts with many apprenticeship providers who provide apprenticeships across many standards these include Universities. Our apprenticeships range from level 3 to level 7. We do not limit what apprenticeships standards our colleagues can take or what we recruit into. We want to ensure that all our learners receive an excellent learning experience, complete their apprenticeship and pass any exams and their EPA first time.	What is your approach to managing the performance of apprenticeship providers and choosing new providers?	<p>The response must include;</p> <ol style="list-style-type: none"> 1. What methods you use to identify how an apprenticeship provider is performing 2. Your approach to managing poor performance 3. How you would interact with National Highways on provider performance 4. How you identify new apprenticeship providers to work with 5. Your approach to supporting National Highways with onboarding/contracting with new apprenticeship providers 	2 pages of A4 (4 sides)

Criterion	Question Number	Ambition	Question	Requirements	Page Limit (including Tender Commitments)
Service delivery	4	National Highways wants to ensure all it's learners are provided with an excellent learning experience and are supported throughout their apprenticeship. We want our apprentices to be able to pass their EPA first time and for any issues to be identified and rectified as soon as they arise.	Please outline your approach to monitoring learner performance?	<p>The response must include:</p> <ol style="list-style-type: none"> 1. How you would gather data from apprenticeship providers 2. How you would share learner progress with National Highways 3. How you would support National Highways in understanding the progress of their learners 4. How you would support National Highways in ensuring learners are supported and are meeting their apprenticeship requirements 5. How you would support National Highways in making sure they have the right learners on the right apprenticeships 	2 pages of A4 (4 sides)

Criterion	Question Number	Ambition	Question	Requirements	Page Limit (including Tender Commitments)
Service delivery	5	National Highways wants to ensure it is using its apprenticeship effectively and that apprenticeships are a key part of developing employees and bringing new employees into the organisation. We want to keep up to date with new developments in apprenticeships including new standards, standard reviews and levy funding rules	How would you support National Highways to continuously improve their approach to apprenticeships?	<p>The response must include:</p> <ol style="list-style-type: none"> 1. How you would share apprenticeship knowledge 2. How you would identify what information is relevant for National Highways 3. How you would recommend improvements to National Highways apprenticeship strategy 4. How you would support delivery of improvements/changes to how National Highways delivers apprenticeships 	2 pages of A4 (4 sides)
Social value	6	National Highways aims to support the Government's ambition of building social value to improve the UK economy.	What social value initiatives do you support?	<p>The response must consider:</p> <ol style="list-style-type: none"> 1. The initiatives you support 2. How you support the initiatives 	2 pages of A4 (4 sides)

Appendix F Commercial Workbook

See appended excel version of the Commercial Workbook, titled [“Apprenticeships Managed Service Provider – Pricing Schedule”](#).

Appendix G Commercial Scoring Worked Example

Commercial Scoring Example

All rates and prices used in the examples below are for illustrative purpose only and do not relate to current or anticipated rates or prices.

For each worksheet tenderers insert their rates as show in the example below:

The total of each worksheet is automatically carried to a summary page as shown below: -

Supporting Provider - Apprenticeships

Tenderer's Name: **Tenderer B**

Ref	Description	Total
1	Total Resource Schedule Activity 1	£ 11,000.00
2	Total Resource Schedule Activity 2	£ 21,500.00
3	Total Resource Schedule Activity 3	£ 12,000.00
4	Total Resource Schedule Activity 4	£ 12,000.00
5	Total Resource Schedule Activity 5	£ 20,000.00
6	Total Resource Schedule Activity 6	£ 20,560.00
7	Total Resource Schedule Activity 7	£ 10,000.00
8	Total Resource Schedule Activity 8	£ 14,000.00
9	Total Resource Schedule Activity 9	£ 30,000.00
10	Total Resource Schedule Activity 10	£ 12,540.00
11	Total Resource Schedule Activity 11	£ 20,000.00
Total of the Tender (2 years)		£ 183,600.00

The total from each tenderer's summary is carried forward to a commercial evaluation schedule and scored in accordance with paragraph 7.3.9 above and given a weighted score as below:

Commercial Evaluation		
Lowest Price	£139,500	

Tenderer	Price	Lowest Price Rank	Variance from Lowest	Adjusted Score	Weighted Score (Weighting 30%)
A	£190,720	2	3.88%	96.12%	28.84%
B	£183,600	1	0%	100.00%	30.00%
C	£205,000	3	11.66%	88.34%	26.50%

Appendix H Quality Assessment Scoring Worked Example

Quality Assessment Scoring - Worked Example

Question	Interim Score	Quality Weighting	Interim Weighted Quality Score	Sustainability risk rating	Sustainability adjustment	Weighted Final Quality Score
1	6	10%	6	Low	N/A	6
2	9	35%	31.5	Low	N/A	31.5
3	10	5%	5	High	-2.0	4
4	3	10%	3	Low	N/A	3
5	6	20%	12	Low	N/A	12
6	9	20%	18	High	-2.0	14
Total	43	100%	75.5			70.5
	43/60	Total Interim Quality Score (pre-weighting)				

Tenderer	Total Quality Score (i) (/100)	Commercial Score (ii) (/100)	70% Total Quality Score (iii) (i)*0.7	30% Commercial Score (iv) (ii)*0.3	Total Score (v) (/100) (iii)+(iv)
A	70.5	66	49.35	19.8	69.15
B	65	100	45.5	30	75.5
C	69	80	48.3	24	72.3
D	82	0	57.4	0	57.4

Appendix I Commercially Sensitive Information Template

(See section 4.2 of the Instructions for Tenderers)

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

Please provide reasons.

Item	Description	Reason

.....
(signed)

.....
(tenderer name)

.....
(print name)

.....
(date)

Appendix J Non-collusion Declaration Template

(See section 4.3 of the Instructions for Tenderers)

Please print this page and return a signed copy with your Tender (in the Technical Envelope (Section 1) to confirm your agreement to what it says.

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

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

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

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

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

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

.....

(signed)

.....

(tenderer name)

.....

(print name)

.....

(date)

Instructions for Tenderers, Revision 0

Appendix K Conflict of Interest Declaration Template

(See section 4.6 of the Instructions for Tenderers)

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

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

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

<i>Actual or Potential Conflict of Interest Situation</i>	<i>Measures taken and/or to be put in place to prevent and/or remedy that actual or potential conflict of interest.</i>

.....

(signed)

.....

(tenderer name)

.....

(print name)

.....

(date)

Appendix L Certificate of Compliance with HE Policies

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

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

.....
(signed)

.....
(tenderer name)

.....
(print name)

.....
(date)

Fair Payment Charter

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

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

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

Fair and transparent payment practices are essential to achieving successful integrated working on all contracts. National Highways, 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 National Highways, 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 National Highways “Collaborative Performance Framework “for performance measurement” (or any other performance measurement tool used).

Anti-bribery Code of Conduct

National Highways, 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 National Highways 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 National Highways' staff that would breach the requirements of Annex A
 - Commit any act of bribery that would cause National Highways 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 National Highways to inspect those records as required; and
 - Immediately notify National Highways of any breach of paragraph 2 above.

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

Anti-bribery code annex A

Offer no -

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

Anti-fraud Code of Conduct

National Highways, 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. National Highways 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 National Highways we confirm that we will meet the commitments set out below and will embed the principles throughout our supply chain.

1. We are committed to ensuring that our business operates with the utmost integrity.
2. We, and those employed by us, will not commit any fraudulent acts or carry out any of the following acts which could amount to fraud including, but not limited to:
 - Submission of false or inflated claims or invoices for payment or reimbursement;
 - Intentional distortion of financial statements or other records;
 - False or fraudulent financial reporting or making false or fictitious entries concerning accounts, equipment or supplies;
 - Forgery or alteration of any documents such as cheque, bank draft or any other financial documents including destruction or removal of records;
 - Impropriety in the handling or reporting of money or financial transactions;
 - Theft or misappropriation of assets or funds;
 - Disclosure of confidential information to third parties without authority for personal gain; and
 - The payment of excessive prices or fees where they are not justified.
3. 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 National Highways to inspect those records as required; and
 - Immediately notify National Highways of any breach of this Code.

The Armed Forces Covenant

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

The Covenant's two principles are that:

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

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

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

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

Email address: covenant-mailbox@mod.uk Address:

Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

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

Appendix M Key Person Schedule

(See section 6.9 of the Instructions for Tenderers)

The Tenderer is to populate and submit the Key Person Schedule template below and return it in the Technical Envelope.

Role	Key Person Name
[Insert]	
[Insert]	
[Insert]	
[Insert]	
[Insert]	
[Insert]	
[Insert]	

Annex 1 Selection Questionnaire

See appended word version of the Selection Questionnaire, titled “Apprenticeships Managed Service Provider – Selection Questionnaire”.)