



Highways England Company Limited

Area 9 Asset Delivery Maintenance & Response (M&R) Contract

Instructions for Tenderers (July 2021)

Contents amendment sheet

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1 PROCUREMENT SUMMARY

1.1 Context and Highways England's Aims

- 1.1.1 Highways England is looking for a suitable contractor to provide and undertake all cyclical and reactive maintenance, incident response, defect rectification and severe weather delivery on the trunk roads and motorways within Herefordshire, Shropshire, Staffordshire, Warwickshire, West Midlands and Worcestershire (Highways England Area 9).
- 1.1.2 Duties will also include maintenance of roadside technology, the provision of traffic management for the contractor's maintenance and incident response activities, and traffic management for others who may be working on the network.
- 1.1.3 Under the Construction (Design and Management) Regulations 2015 the contractor will be Principal Contractor for all work they undertake.
- 1.1.4 Full details of the services are outlined in the document 'Area 9 M&R Scope Issue 9', with a description of Highways England Area 9 provided in the document 'Area 9 Network Information Issue 9'. The location of these, and all other tender documents, is provided in Appendix A.

1.2 Contract Features

- 1.2.1 Key features of the Contract include but are not limited to;
- Highways England acting as asset owner and decision maker
 - A term maintenance contract to deliver maintenance and response services
 - Provision of Winter Service
- 1.2.2 For a full description of the services to be delivered, please refer to the document 'Area 9 M&R Scope Issue 9'.

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 **Table 1**.

Table 1 Table of Definitions

Term	Definition
Assessment	the part of the procurement process described in section 7.3 of these Instructions;
Associated Company	has the meaning given in section 256 of the Companies Act 2006;
Award Criteria	the criteria described in these Instructions that Highways England will use to identify the most economically advantageous Tender;
Commercial Assessment Panel	the group of assessors that assesses the Commercial Workbook;
Commercial Envelope	the area on the Sourcing Portal in which Tenderers should submit their Commercial Submission;
Commercial Score	the score awarded by the Commercial Assessment Panel after its assessment of the Commercial Workbook;
Commercial Submission	the part of the Tender to be submitted in the Commercial Envelope in accordance with section 6.10 of these Instructions, (including the completed Commercial Workbook and the Contract Data Part 2);
Commercial Workbook	the part of the Tender to be submitted in accordance with section 6.10 of these Instructions;
Conditions of Tendering	section 4 of these Instructions setting out the general processes, procedures and rules for Tenderers to follow when producing and submitting a Tender;
Contract	the contract to be entered between Highways England and the successful Tenderer;
Contract Notice	the Contract Notice advertising the Contract published via the Find a Tender service as described in 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 section 7.6 of these Instructions;
Find a Tender Service	the UK e-notification service where notices for new procurements are required to be published;
FOIA	the Freedom of Information Act 2000 (as amended);
Instructions	this Instructions for Tenderers document;
Network Resilience Test	the test conducted on the highest-ranking Tenderer as described in section 7.9 of these Instructions;
Price	the Price for each Tender determined by the Commercial Assessment Panel in accordance with paragraphs 7.3.1 – 7.3.15 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 rationale provided 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)	Highways England's long-term policy and strategy for the development of the Strategic Road Network (SRN).
Selection Questionnaire (SQ)	the document to be completed by Tenderers in the form set out in Annex 1 to these Instructions to be submitted in the Qualification Envelope accordance with section 6.5 of these Instructions;

Selection Questionnaire Submission	the part of the tender containing the Selection Questionnaire and associated documents to be submitted in accordance with section 6.5 and Appendix B of these Instructions
Sourcing Portal	Highways England's web-based system used to conduct and manage the procurement process from Tender invitation, including all communications, provision of data and information and submissions. The Sourcing Portal used for this Tender is called Bravo;
Technical Envelope	the area on the Sourcing portal in which Tenderers should submit their Contract Policy and Compliance Submission and their Quality Submission, in accordance with sections 6.6 and 6.7 (respectively) of these Instructions;
Tender	an offer by a Tenderer in response to these Instructions which includes all supporting Tender response documents, rates and prices and proposals;
Tender Commitment	a commitment from the Tenderer provided in accordance with section 6.8 of these Instructions;
Tender Query	a question or request for clarification submitted by a Tenderer and answered by Highways England 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 7.6 of these Instructions;
Weighted Final Quality Score	a Tenderer's weighted quality score out of 70 after the Assessment, Consensus and Moderation stages of the procurement process calculated in accordance with Table 5.

2.2 Instructions for Tenderers

- 2.2.1 These Instructions are issued further to the Find a Tender Service Contract Notice. The Contract is being procured in accordance with the open procedure in regulation 27 of the Regulations and the procurement seeks to identify the Most Economically Advantageous Tender to Highways England.
- 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 Highways England is seeking to procure. It also sets out the Award Criteria and how they will be applied to identify the most economically advantageous Tender.
- 2.2.3 Tenderers may only contact Highways England through the Sourcing Portal, unless they are unable to access the Sourcing Portal in which case they must contact the

Procurement Officer by email. The Procurement Officer for this procurement is [REDACTED]
[REDACTED]

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

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 Highways England and Highways England reserves the right to change them. Highways England will notify all Tenderers as soon as practicable of any changes that may be made to the key dates of the procurement process:

Table 2 Key events and dates

Key Event	Date
Tender Launch Webinar (to access a recording of this, refer to section 5.1 of this document)	11 June 2021
Issue IFT	1 July 2021
Last date for submission of Tender queries	18 August 2021 (5pm)
Last date for response to Tender queries	25 August 2021
Tender return date	9 September 2021 (5pm)
Tender Assessment (including corporate governance)	10 September 2021-22 December 2021
Standstill letters issued	10 January 2022
Contract Award	25 January 2022

4 CONDITIONS OF TENDERING

4.1 General

- 4.1.1 All Tenders must be submitted in accordance with these Instructions. Highways England reserves the right to exclude any Tender from the competition which does not comply with these Instructions.
- 4.1.2 Wherever these Instructions state that Highways England reserves a right to, or “may” exclude a Tenderer (e.g. for non-compliance with any requirement of these Instructions or a “fail” under any specific criterion) then Highways England is at liberty to exercise such discretion as it sees fit to balance fair and equal treatment of all Tenderers with a proportionate response to the relevant non-compliance or failure.
- 4.1.3 The contents of these Instructions and of any other documentation sent to Tenderers in respect of the procurement process remain the property of Highways England and must be treated as private and confidential at all times.
- 4.1.4 Tenderers are required to conduct themselves in good faith in all dealings in relation to the procurement process.
- 4.1.5 All contact with Highways England 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 Highways England or its advisers, consultants or contractors unless this is expressly agreed in advance by Highways England or expressly permitted by these Instructions.
- 4.1.6 Highways England reserves the right to allow any Tenderer to correct an error in its Tender or clarify elements of its Tender to Highways England’s satisfaction rather than exclude such a Tenderer where Highways England is satisfied such action would be proportionate to the relevant issue and would not result in discrimination to other Tenderers or amount to unfair treatment.

4.2 Disclosure Requests and Transparency

- 4.2.1 Under the FOIA, the EIRs or the Regulations Highways England may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the procurement process including any Tenders received.
- 4.2.2 Under the UK Government’s Procurement Policy Note 02/17 (Promoting Greater Transparency) dated December 2017, Highways England is obliged to publish the

details of the successful Tenderer and the provisions of any Contract let pursuant to this procurement process, excluding only information which is exempt from disclosure pursuant to the FOIA, EIRs or the Regulations.

- 4.2.3 Tenderers must be aware that Highways England could receive requests for any information relating to this procurement process. Highways England is under a legal obligation to disclose such information if validly requested, unless an exemption applies. Highways England may also be obliged to make disclosures under other legislation or applicable codes or otherwise as required by law, including by order of a court of competent jurisdiction. Without prejudice to Highways England's obligation to disclose information in accordance with the FOIA, EIRs and the Regulations, Highways England will, acting reasonably but at its sole discretion, consider the application of any exceptions set out in section 43 of the FOIA to any information identified by a Tenderer as genuinely commercially sensitive or any other relevant FOIA or EIRs exemption.
- 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 Highways England will endeavour to consult with the Tenderer and have regard to the Tenderer's representations before it releases any information in response to a request made under the FOIA or the EIRs. However, Highways England will be entitled to determine in its absolute discretion, including where it considers that it would not be appropriate to consult with the Tenderer, whether any information is exempt from release under either the FOIA or the EIRs, or alternatively is to be disclosed in response to a request for information.
- 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, Highways England may disclose within government any documents and information (including any that the Tenderer considers to be confidential and/ or commercially sensitive, such as specific information within the Tender) submitted by the Tenderer to Highways England during this procurement process. Tenderers consent to these terms as part of the procurement process.
- 4.2.8 When taking up references as part of the Selection Questionnaire process Highways England confirms that it will keep confidential and will not disclose to any third parties any information obtained from a Tenderer's named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations, or pursuant to an order of the court or demand made by any competent authority or body where Highways England is under a legal or regulatory obligation to make such a disclosure.
- 4.2.9 Tenderers must note that Highways England 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, Highways England reserves the right to exclude from this procurement any potential Tenderer at its discretion (without prejudice to any other civil remedies available to Highways England and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

4.4 Publicity and marketing

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

4.5 Change of Ownership

- 4.5.1 A Tenderer must immediately advise Highways England 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 Material 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, Highways England reserves the right to exclude the relevant Tenderer from the competition.

4.5.3 Highways England reserves the right to exclude any Tenderer that fails to advise Highways England 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.

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

- 4.6.3 If Highways England becomes aware of any actual or potential conflict of interest that the Tenderer has not declared to Highways England, the Tenderer may be excluded from the procurement process.
- 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 Highways England 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 process.
- 4.6.5 Highways England considers that a potential conflict of interest could arise where the same entity is bidding in different capacities, for example, bidding in its own right and as a 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 Highways England as to the accuracy or completeness of information contained in it. Any liability for inaccuracy or incompleteness is expressly disclaimed by Highways England. Tenderers are to satisfy themselves they understand all requirements of the procurement process and all associated documents before submitting a Tender.
- 4.7.2 Highways England 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 Highways England reserves the right not to accept any Tender for any reason given in these Instructions or the Regulations.
- 4.7.4 Highways England is not liable for any costs resulting from any amendment or cancellation of this procurement process nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those tendering. Tenderers submit a Tender at their own risk and expense.
- 4.7.5 Tenders will remain open for acceptance by Highways England for a period of 365 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 Highways England and may only be used for the purpose of tendering, they must not be disclosed to persons unconnected with the Tender and must be destroyed on completion of the procurement process.

5 TENDER COMMUNICATIONS

5.1 Tender Launch Event

- 5.1.1 To assist Tenderers to assimilate all the information provided in this document and to begin Tender preparation effectively, Highways England delivered a Tender Launch Event covering key topics on 11 June 2021.
- 5.1.2 Tenderers are able to access the presentation slides along with a video recording of the Tender Launch Event using a secure OneDrive folder. The video recording can be access using [REDACTED] To request additional access to this OneDrive folder Tenderers should send a Bravo message confirming the names and email addresses of the individuals who require access.
- 5.1.3 Tenderers should note that the content of the Tender Launch Event recording and presentation slides was correct as of 11 June 2021 only, and may not reflect changes made to these Instructions during the procurement process.
- 5.1.4 These Instructions and any clarifications or amendments to them issued via the Sourcing Portal take precedence over any information provided in the Tender Launch Event.

5.2 Tender Queries

- 5.2.1 If Tenderers have any queries or require any clarification concerning any aspect of these Instructions, then they should submit a Tender Query using the template provided in the 'Area 9 M&R Tender Query Form' document to Highways England through the Sourcing Portal not later than the date shown in **Table 2**.
- 5.2.2 Tender Queries will only be permitted until the date shown in **Table 2**. This deadline is designed to permit Highways England to consider and respond to all Tender Queries within sufficient time to enable Tenderers to take account of Highways England's response ahead of the Tender return date.
- 5.2.3 Highways England reserves the right not to provide a response to any Tender Query raised by a Tenderer received after the date shown in **Table 2**.
- 5.2.4 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 Highways England's responses will, subject to paragraph 5.2.5, not be circulated to other Tenderers.

- 5.2.5 If a Tenderer states that a Tender Query is in their opinion commercially sensitive or confidential, but Highways England does not agree, Highways England reserves the right to notify the Tenderer of its decision and reserves the right to offer the Tenderer an opportunity to withdraw the relevant Tender Query. If the Tenderer does not elect to withdraw the relevant Tender Query within the specified timeframe or within three working days (whichever is the later), the relevant Tender Query and response is circulated to all Tenderers.
- 5.2.6 Where, in response to a Tender Query or otherwise, Highways England makes available further information that is relevant to the Tender then such information will be made available to all Tenderers.
- 5.2.7 It shall be Highways England's decision whether and how to answer a Tender Query. Highways England accepts no liability arising from the provision of clarification or further information or a decision not to provide further clarification or information.

5.3 Tender Amendments

- 5.3.1 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 Highways England wishes to correct an error in these Instructions and/or the documents in **Appendix A**.
- 5.3.2 Highways England officers or consultants do not have the authority to make any amendment to these Instructions except through an amendment issued by the Procurement Officer. If a purported amendment is made by anybody except the Procurement Officer, this is not to be considered valid and the Tenderer must refer the matter to the Procurement Officer immediately.

6 TENDER SUBMISSION REQUIREMENTS

6.1 General

- 6.1.1 Highways England reserves the right to exclude Tenders not received by the Tender return date and time shown in **Table 2** (subject to any amendments to that date or time issued by Highways England). If a Tender is submitted after 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. Highways England 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.

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. One page is equal to one side of A4 paper. All parts of the submission including title pages, drawings, diagrams, flow charts and annexes shall be counted towards the page count. Organograms and role profiles of key persons are excluded from the page count. Tenderers are permitted to submit their organisation chart that accompanies quality question 1 on one side of A3 paper.
- 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 or Adobe PDF, with the exception of templates forming part of the documents requiring completion by the Tenderer which shall retain their original format. Where a Tenderer wishes to use a different file format this must be raised as a Tender Query in accordance with these Instructions. Any documents that are submitted in PDF format, must also be accompanied by the original source version (Word / Excel).

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.”

6.2.7 If deemed appropriate by tenderers, cross referencing responses to Quality Questions 1 & 2, is allowed. However, cross referencing to the remainder of the Quality Questions is not allowed (e.g. cross referencing between Quality Questions 3 & 4).

6.3 Variant Bids

- 6.3.1 Highways England 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
- Contract, Policy and Compliance Submission
- Quality Submission
- Commercial Submission

- 6.4.2 Full details of the documents required are provided in Appendix B.

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. The Sourcing Portal submission requirements are provided in Appendix B.

- 6.5.2 The Selection Questionnaire includes the following:

- a) PART 1: Potential supplier information
- b) PART 2: Exclusion grounds
- c) 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:
- a) the executed Form of Tender; and
 - b) the policy compliance statements described in **Table 3** confirming that they will adhere to Highways England's relevant policies in the event that they are successful in this procurement.

Table 3 Policy and Compliance Documents Requirements

Policy	Mandatory requirement?	Refer to	Response Required via Bravo
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	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.1
Legal Opinion for Tenderers that are non-UK Registered Companies	If the Tenderer is a non-UK registered company	Section C2 of Appendix C	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.2
Statement that Tenderer will support use of SMEs as its sub-contractors	Yes	Section C3 of Appendix C	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.3
Information Assurance Statement	Yes	Section C4 of Appendix C	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.4
Data Protection Statement (GDPR)	Yes	Section C5 of Appendix C	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.5
Statement of Tenderer's registration for Construction Industry Scheme	Yes	Section C6 of Appendix C	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.6

Policy	Mandatory requirement?	Refer to	Response Required via Bravo
Non-Collusion Compliance	Yes	Appendix J	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.7
Fair Payment Charter Compliance	Yes	Appendix M	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.8
Anti-bribery Code of Conduct Compliance	Yes	Appendix N	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.8
Anti-fraud Code of Conduct Compliance	Yes	Appendix O	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.8
Armed Forces Covenant Compliance	Yes	Appendix P	Technical Envelope Section 1: Contract, Policy and Compliance Submission Question 2.1.8

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

6.6.3 Tenderers should refer to **Appendix C** and **Appendices L-P** 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 Highways England is seeking to obtain;
- **Question** – the question that Tenderers must respond to; and
- **Requirements** – the minimum requirements Highways England 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 Highways England believe essential to enable the Ambition to be achieved. Each requirement must be clearly addressed, detailing the specific methodology that will deliver the requirement. Each requirement will be given equal importance by the Quality Assessment Panel.

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 highlighted for ease of noting by the assessors in the Quality Submission. These Tender Commitments should be duplicated in a 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 in the Contract Data Part 2 or using the document in **Appendix Q** to be returned by them in the Commercial Envelope as part of the Commercial Submission. 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 completed Commercial Workbooks found in **Appendix F** of these Instructions and a completed Contract Data Part 2.

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

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

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 process.

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

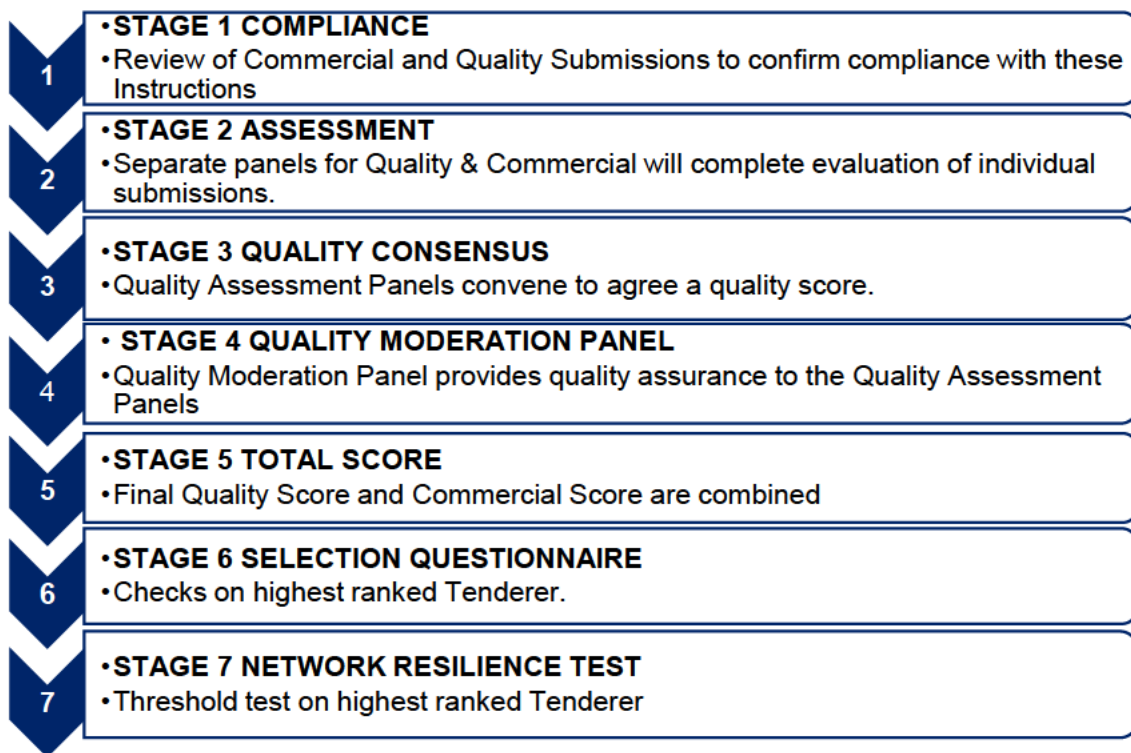
7 TENDER ASSESSMENT PROCEDURE

7.1 Tender Assessment Procedure

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

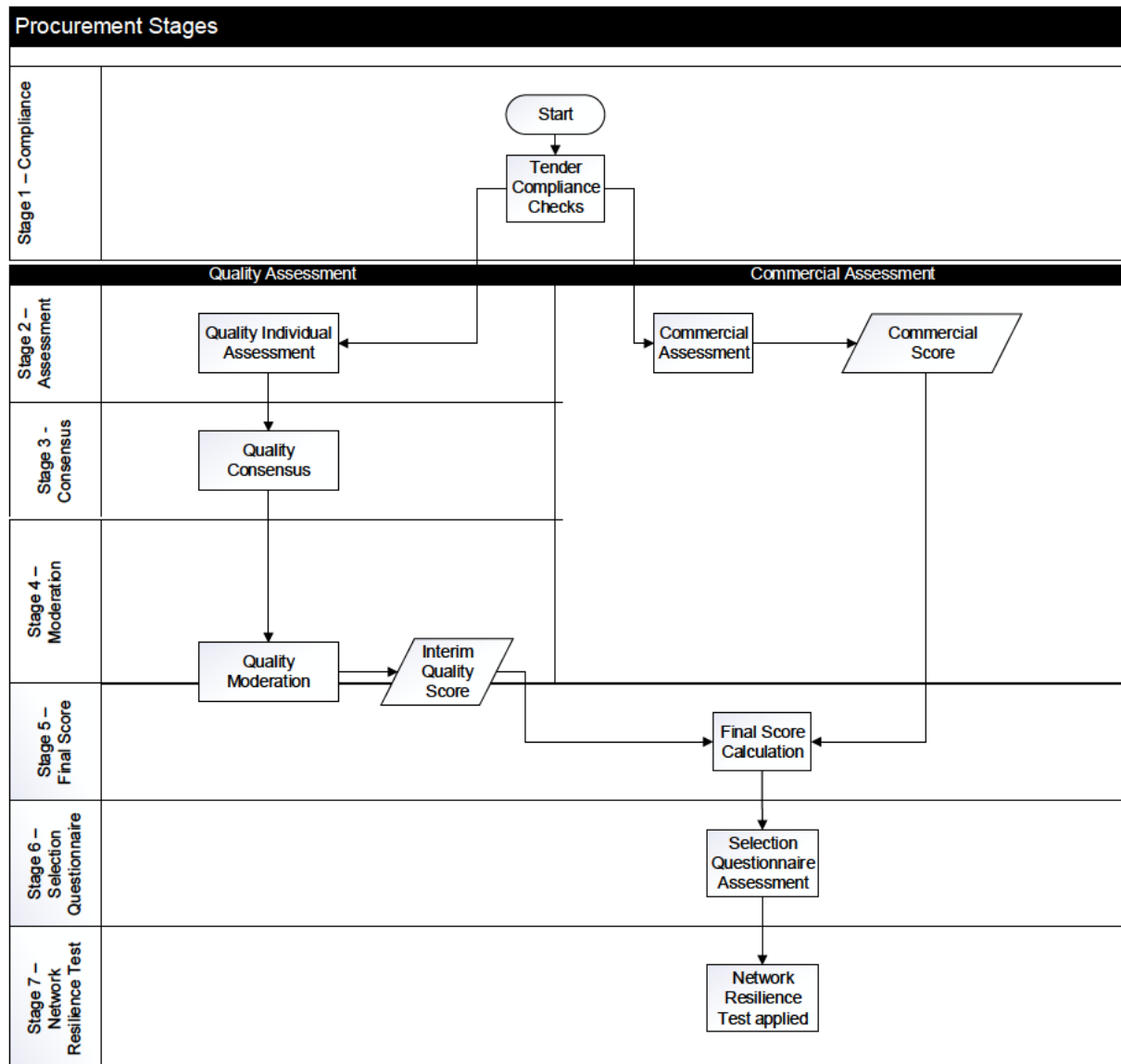
7.1.2 The assessment of Tenders will be carried out in the seven stages shown in **Figure 1**:

Figure 1 Tender Assessment Procedure Stages



7.1.3 The assessment procedure is described in [REDACTED]

Figure 2 Tender Assessment Procedure



7.2 Stage 1 - Compliance

7.2.1 In this stage Highways England 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) 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 Highways England reserves the right to exclude a Tender that does not meet the conditions in paragraph 7.2.1(a) – (d) and will ignore any pages in excess of the page count.

7.3 Stage 2 - Assessment

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

Commercial Assessment

7.3.2 The Commercial Assessment Panel will assess the Commercial Workbook provided by the Tenderer using the two-stage process described in paragraphs 7.3.3 to 7.3.15 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 Workbooks in accordance with these Instructions and the guidance notes in the Commercial Workbooks.

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 Highways England may detect mathematical errors in computation that may undermine the reliability of the Tender. Highways England will highlight these errors to the Tenderer, 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 Workbooks on the following basis:

- a) The lump sum amounts in Schedule A supported by the Schedule of Rates (cyclic maintenance) in Schedule B
- b) The total of the Schedule of rate items amounts in Schedule C tested against expected SoR work
- c) An allowance for cost reimbursable items
- d) An allowance for possible compensation events
- e) An inflationary allowance calculated in accordance with clause X1 of the Conditions of Contract

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' ≤ 2 × 'lowest Price'* then:

$$\begin{aligned} & \text{'Tenderer's Commercial Score'} \\ &= 100 \times \left(1 - \frac{(\text{'Tenderer's Price'} - \text{'lowest Price'})}{(\text{'lowest Price'})} \right) \end{aligned}$$

If *'Tenderer's Price' > 2 × 'lowest Price'* then:

$$\text{'Tenderer's Commercial Score'} = 0$$

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.

7.3.12 The Commercial Assessment Panel will check that the resources and costs in the Lump Sum and Schedule of Rates Resource Schedules as detailed in **Appendix F** and the tendered prices correspond. If they do not correspond Clarification may be sought. If the Tenderer fails to provide a satisfactory explanation the tender may be rejected.

7.3.13 Examination of documents may detect errors in computation that may undermine the reliability of the tender. Tenders may be corrected to consider misplaced decimal points, etc, or patent errors in arithmetic. Tenderers will be notified and asked within 2

working days/by return to either confirm the corrected tender or explain why they consider their original Commercial Submission was correct.

7.3.14 The Commercial Assessment Panel may ask, by way of Clarification, to be provided with original evidence that demonstrates that the allowances made reflect forecasted costs.

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

7.3.16 The Weighted Commercial score is determined by multiplying the Commercial Score out of 100 by 30%.

Quality Assessment (including Social Value)

Quality Criteria

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

Table 4 Quality sub-criteria

Award criterion	Weighting of Total Score	Question Number	Sub-Criterion	Sub-criterion Weighting
Quality	70%	1	Delivery: Organisation & Resources	10%
		2	Safety: Health & Safety – Network & Process	20%
		3	Delivery: Maintenance	15%
		4	Delivery: Severe Weather	10%
		5	Delivery: Commercial	10%
		6	Customer: Customer Service	10%

		7	Delivery: Innovation	10%
		8	Delivery: Social Value	15%

7.3.20 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**.

7.3.21 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.

7.3.22 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.

7.3.23 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.

7.3.24 Following the recording of the individual members of the Quality Assessment Panel's 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 Highways England's Procurement team to reach an agreed consensus score and rationale for each Quality Question.

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

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

Questions 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 Final Quality Scores and the weighting is applied to each question in accordance with **Table 5**.

Table 5 Final Quality Scores

Question No	Final Quality Score (/10)	Weighting (%)	Weighted Final Quality Score
1		10%	
2		20%	
3		15%	
4		10%	
5		10%	

6		10%	
7		10%	
8		15%	
		100%	

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

$$\text{Weighted Interim Quality Score} = 10 \times \left(\frac{\text{Interim Quality Score} \times \text{Weighting}}{100} \right)$$

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

7.5.7 The Minimum Quality Thresholds will be applied in accordance with paragraphs 09 and 7.5.10.

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

Minimum Quality Thresholds

7.5.9 A Tender with a Total Weighted Final Quality Score of less than 40% of the Total Weighted Quality Score available - will be excluded.

7.5.10 A Tender with a Weighted Quality Score of less than 6 for Question 2 (Health, Safety and Wellbeing) will be excluded.

7.6 Stage 5 - Total Score

7.6.1 The total Weighted Final Quality Score is combined with the Weighted Commercial Score to derive a Total Score for each Tender. The Tenderer's Total Score will be calculated to two decimal places using **Table 6** below.

7.6.2 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 **Table 5**, will take precedence;

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

7.6.3 The Tenderer who is ranked first following the application of the rules in paragraph 7.6.12 will be taken forward to Stage 6 - Selection Questionnaire.

Table 6 Total Score calculation

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

7.7 Abnormally Low Tender

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

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

7.8 Stage 6 - Selection Questionnaire

7.8.1 The Tenderer ranked first following Stage 5 - Total Score, will be required to submit evidence to support its declarations in the Selection Questionnaire within the time stated. Highways England will check the evidence which supports the answers given to the Selection Questionnaire before award. If the required evidence is not provided within the time stated, or the evidence does not support the statements made in the Selection Questionnaire, the Tender will be rejected in accordance with 7.8.5.

- 7.8.2 Highways England will assess the responses to Part 3 of the Selection Questionnaire in accordance with the assessment criteria in the Selection Questionnaire which can be found in **Annex 1** to these Instructions. In the event of a Tender being given a “fail” against any of the criteria, the Tender will be rejected.
- 7.8.3 Subject to the outcome of the economic and financial standing tests undertaken as part of the Selection Questionnaire process, Highways England will contact the Tenderer ranked first before Tender acceptance if a parent company guarantee (or other security agreed in accordance with these Instructions) is required, specifying the required security.
- 7.8.4 If the Tenderer ranked first passes the Selection Questionnaire assessment as set out in paragraph 7.8.2 and complies with any request made in paragraph 7.8.1, then, it will be taken forward to Stage 7 – Network Resilience Test..
- 7.8.5 If the Tenderer ranked first fails the Selection Questionnaire assessment as set out in paragraph 7.8.2 or fails to comply with any request made in paragraph 7.8.1, the Tenderer who is ranked second following Stage 5 – Total Score has its Selection Questionnaire evaluated in accordance with the process in paragraphs 7.8.1 and 7.8.2. This process is repeated until the highest ranked remaining Tenderer passes the Selection Questionnaire assessment.

7.9 Stage 7 – Network Resilience Test

- 7.9.1 If, at the date the highest ranked Tenderer in this competition is identified by Highways England, it, or a member of its Consortium or one of its Associated Companies has been already appointed as the Asset Support Contractor or the Maintenance and Response Contractor for:
- a) a total of four (4) or more of those types of contract; or
 - b) a total of 35% of the strategic road network measured as a percentage of lane kilometres, including the DBFO network (see Appendix R);
but in both cases excluding;
 - a) any such contracts that will expire less than 12 months from the commencement date of this contract which is 01 July 2022; or
 - b) the current Area 9 Asset Support Contract (that the winner of this competition will replace),

then that Tenderer will be ineligible to be awarded this contract.

- 7.9.2 If the highest ranked Tenderer is excluded due to the operation of paragraph 7.9.1 the Tenderer with the next highest Total Score that passes the Selection Questionnaire assessment is then subjected to the same Network Resilience Test. The process will continue until a Tenderer with less than the maximum permitted number of contract awards and which passes the Selection Questionnaire assessment is identified.
- 7.9.3 The highest ranked Tenderer that passes the Selection Questionnaire assessment and Network Resilience Test is awarded the Contract in accordance with Section 8-Contract Award Procedure.

8 CONTRACT AWARD PROCEDURE

8.1 Award Procedure

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

8.2 Standstill period

- 8.2.1 Highways England will inform successful and unsuccessful Tenderers of its decision about the award of the Contract in standstill letters prepared in accordance with Regulation 86 of the Regulations.
- 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 IfT Document Register

The following documents accompany these Instructions:

Document
A1- Instructions for Tenderers
Instructions for Tenderers (this document)
IfT Annex 1- Selection Questionnaire
A2 - Contract including:
Area 9 M&R Form of Agreement Issue 9
Area 9 M&R Contract Data Part 1 Issue 9
Area 9 M&R Contract Data Part 2 Issue 9
A3- Scope and Annexes:
Area 9 M&R Scope Issue 9
Area 9 M&R Scope Annex 01- Scope Defined Terms Issue 9
Area 9 M&R Scope Annex 02- Vision, Imperatives, Values and Key Objectives Issue 9
Area 9 M&R Scope Annex 04- Insurance Requirements Issue 9
Area 9 M&R Scope Annex 06- Information Systems & Security Issue 9
Area 9 M&R Scope Annex 08- Confidentiality Clients Personnel Security Issue 9
Area 9 M&R Scope Annex 09- Instruction Payment Requirements Issue 9
Area 9 M&R Scope Annex 10- Cost Capture Data Requirements Issue 9
Area 9 M&R Cost Capture Template (Annex 10- Appendix B) Issue 9
Area 9 M&R Scope Annex 11- Community Issue 9
Area 9 M&R Scope Annex 12- Communications Issue 9
Area 9 M&R Scope Annex 13- Health Safety Issue 9
Area 9 M&R Scope Annex 14- Premises Management Issue 9

Area 9 M&R Scope Annex 15- Annual Commercial and Service Plan Issue 9
Area 9 M&R Scope Annex 16- Quality Management Issue 9
Area 9 M&R Scope Annex 17- Performance Management Issue 9
Area 9 M&R Scope Annex 18- Continual Improvement and Innovation Issue 9
Area 9 M&R Scope Annex 19- Records Issue 9
Area 9 M&R Scope Annex 20- AMOR Contract Issue 9
Area 9 M&R Scope Annex 21- Clients Stocks Issue 9
Area 9 M&R Scope Annex 22- Clients Vehicles and Severe Weather Stocks Issue 9
Area 9 M&R Scope Annex 24- Parent Company Guarantee Issue 9
Area 9 M&R Scope Annex 25A- Form of Novation (Client to new Client) Issue 9
Area 9 M&R Scope Annex 25B- Form of Novation (Contractor to new Contractor) Issue 9
Area 9 M&R Scope Annex 26- Customer Service Issue 9
Area 9 M&R Scope Annex 27- Environmental Management Sustainability Issue 9
Area 9 M&R Scope Annex 28- Minor Improvements Issue 9
Area 9 M&R Scope Annex 29- Data Protection Issue 9
Area 9 M&R Scope Annex 30- Client Requirements Issue 9
Area 9 M&R Specification Issue 9
A4- Network Information
Area 9 M&R Network Information Issue 9
A5- Commercial Documents
Area 9 M&R MOM Schedule B Issue 9
Area 9 M&R MOM Schedule C Issue 9
Area 9 M&R Price List Issue 9
Area 9 M&R Lump Sum Resource Schedule Issue 9

Area 9 M&R Schedule of Rates Resource Schedule Issue 9
Area 9 M&R Price List Schedule A Issue 9
Area 9 M&R Price List Schedule B Issue 9
Area 9 M&R Price List Schedule C Issue 9
A6- Additional Information
Area 9 M&R Pre- Construction Information
Area 9 M&R Control Centre Interface Arrangement Template Issue 9
Area 9 M&R NRTS Interface Arrangement Issue 9
Area 9 M&R MRPR Framework Issue 9
Area 9 M&R Tender Commitments Register
<p>Area 9 M&R Technology Manuals (One Drive folder)</p> <p>To request access Tenderers should send a Bravo message confirming the names and email addresses of the individuals who require access.</p>
<p>Area 9 M&R Depot Tours</p> <p>Details of the virtual depot tours can be found in section 1.16.2 the 'Area 9 M&R Network Information Issue 9 Revision 0' in the zip folder titled 'Area 9 M&R NI CD Scope PCI FoA'.</p> <p>Tenderers can access virtual depot tours by following the link below and registering:</p> <p>[REDACTED]</p>
<p>Area 9 M&R Tender Launch Event (One Drive folder)</p> <p>To request access Tenderers should send a Bravo message confirming the names and email addresses of the individuals who require access.</p>

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

Please see the separate document titled 'Area 9 M&R IfT Appendix B- Check List of Documents to be returned'.

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, if required, 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 Highways England which is qualified and registered to practise in the jurisdiction in which the guarantor is incorporated, confirming the validity of the guarantor's commitment under applicable local law; the legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyer or law firm giving the opinion must not be subject to any financial limitation unless otherwise agreed by Highways England.

If the Tenderer does not submit the relevant documents specified in 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 Highways England (the Tenderer must discuss this with the Procurement Officer prior to Tender return).
- The legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not to be subject to any financial limitation unless otherwise agreed by Highways England 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 Highways England under the Agreement;
- ix. Confirmation that Highways England is not be deemed to be tax resident or domiciled in the foreign jurisdiction by reason of its entry into the 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.
- Highways England 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 Highways England is committed to removing barriers to SME participation in its contracts including subcontracting opportunities. Tenderers proposing to subcontract part of this contract should provide assurance that they have considered how SMEs could play a part. This shall include details of the measures put in place to encourage and enable participation as subcontractors. If awarded the contract Tenderers will be asked for regular information about spend with SMEs under the contract and Highways England may publicise good practice on its websites and report such expenditure to other Government Departments.

- 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 Highways England for Information Assurance provides it with the confidence that the Tenderer's information and communications systems will protect the information issued in connection with this tender procedure

- C.4.2 Tenderers shall provide a description of proposals for handling information. Suitability of proposed Information Assurance solutions must be compatible with the Highways England data handling procedures provided in Area 9 M&R Scope Annex 06 Information Systems and Security Issue 9

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 Highways England's data protection requirements in Area 9 M&R Scope Annex 29 Data Protection Issue 9.

C.6 Statement regarding Construction Industry Scheme registration

- C.6.1 Tenderers are to provide a statement confirming either:

- that they are registered under the Construction Industry Scheme (CIS) (<https://www.gov.uk/what-is-the-construction-industry-scheme>) together with their CIS number; or
- that, if successful, they will register for the Construction Industry Scheme within 28 days after award of the contract (Highways England appreciates that HMRC may decline to register a non-UK company under the Scheme until it has been awarded work).

- C.6.2 Tax rules may cause delays in payment to Tenderers not registered under the Scheme.

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
No Response	0	No response submitted
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 Highways England 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 Highways England 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 Highways England 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 Highways England 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 Highways England 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:

HE Imperative, Criterion & Ambition	Question Number & Weighting	Question	Requirements	A4 Page Limit (inc. Tender Commitments) (1 page is equal to 1 side of A4)	Minimum Tender Commitments Required
Imperative: Delivery Criterion: Organisation & Resources Ambition: Achieving efficient delivery	1 (10%)	Please provide details of the overall management and resourcing of the contract to fulfil the Contract requirements.	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. An organisation chart (not included in the page limit) showing all resources to deliver the Contract, identifying where each resource will be located, their relevant experience and qualifications, and details of whether each resource will be directly employed by the Contractor or procured by other means (subcontract, agency etc.) 2. Provide role profiles (not included in page limit) for the key persons named in Contract Data Part 2, to demonstrate their suitability for the proposed role and details of how you will retain and replace key persons with equivalents in the event that they were to be redeployed. You should not include persons names or CV's within this response. 3. Your organisational approach to managing key elements of the contract including: <ul style="list-style-type: none"> • Health & Safety • Operations • Planning & Programming • Commercial • Quality & Performance 4. How you ensure that staff are competent for their role, contributing to their ongoing personal development 	10 plus Organisation Chart & Role Profiles Tenderers are permitted to submit their organisation chart on one A3 size page	1 SMART Tender Commitment

HE Imperative, Criterion & Ambition	Question Number & Weighting	Question	Requirements	A4 Page Limit (inc. Tender Commitments) (1 page is equal to 1 side of A4)	Minimum Tender Commitments Required
<p>Imperative: Safety</p> <p>Criterion: Health & Safety – Network & Process</p> <p>Ambition: Improving safety for all</p>	2 (20%)	How will you identify and fully reduce Health and Safety risks associated with delivery and support Highways England's Safety imperative?	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. How you will ensure duties under CDM Regulations 2015 are fully discharged 2. How you will ensure your Health & Safety mechanisms and systems will deliver a safe service including incident reporting 3. How you promote collaboration in order to recognise health and safety best practice and innovation? 4. How you achieve continual improvement, including initiatives to increase Health & Safety performance and learning from incidents and sharing outputs. 5. How you manage work related road risks and ensure road user safety 6. How you identify, manage and deliver a full range of Health & Safety activities along with Mental Health & Wellbeing 7. Your approach to leading and enhancing Health & Safety throughout the supply chain or other third parties 8. How the leadership elements within Behavioural Safety will be demonstrated and embedded across your organisation. 	10	1 SMART Tender Commitment

HE Imperative, Criterion & Ambition	Question Number & Weighting	Question	Requirements	A4 Page Limit (inc.Tender Commitments) (1 page is equal to 1 side of A4)	Minimum Tender Commitments Required
Imperative: Delivery Criterion: Maintenance Ambition: A well- maintained and resilient network and Provision of fast and reliable journeys	3 (15%)	Describe your collaborative approach to delivering both cyclical and non- cyclical maintenance in a safe and effective way.	Your response must include but is not limited to: <ol style="list-style-type: none"> 1. Enhancing the customer experience by working efficiently and collaboratively with a range of stakeholders 2. Supporting the Client to demonstrate a defence under Section 58 of the Highways Act 1980 3. How you support Highways England to meet incident clearance and lane availability targets, including the timely installation of emergency temporary traffic management 4. How you act as on scene command for incidents 5. How you ensure that occurrences of flooding are minimised and appropriate response mobilised when occurrences arise 6. How you ensure continuous improvement is embedded and best practice is cascaded throughout your supply chain and community? 	10	1 SMART Tender Commitment

HE Imperative, Criterion & Ambition	Question Number & Weighting	Question	Requirements	A4 Page Limit (inc.Tender Commitments) (1 page is equal to 1 side of A4)	Minimum Tender Commitments Required
Imperative: Delivery Criterion: Severe Weather Ambition: A well- maintained and resilient network and Provision of fast and reliable journeys	4 (10%)	Describe your approach to delivering the Severe Weather Plan in an efficient and effective manner in both routine operations and within an incident response situation.	Your response must include but is not limited to: <ol style="list-style-type: none"> 1. How your approach mitigates the impact of severe weather on the network 2. How you will minimise disruption to the Customer 3. How do you ensure continuous improvement is embedded and best practice is cascaded throughout your supply chain and community? 	10	1 SMART Tender Commitment

HE Imperative, Criterion & Ambition	Question Number & Weighting	Question	Requirements	A4 Page Limit (inc.Tender Commitments) (1 page is equal to 1 side of A4)	Minimum Tender Commitments Required
Imperative: Delivery Criterion: Commercial Ambition: Achieving efficient delivery	5 (10%)	Describe how you will deliver the commercial management aspects of the contract.	Your response must include but is not limited to: <ol style="list-style-type: none"> 1. Details of your commercial governance and how this aligns with the requirements of this Contract. 2. How you will shape your resource to effectively deliver the commercial aspects of the Service. 3. How your organisation will adapt to deliver a varying Required Level of Service to meet budget fluctuations including details of your defined cost capture system to be used. 4. How you will prevent duplication of cost and how any disallowed costs will be identified and managed. 5. How you will ensure information shared is accurate and delivered in a timely way. 	10	1 SMART Tender Commitment

HE Imperative, Criterion & Ambition	Question Number & Weighting	Question	Requirements	A4 Page Limit (inc.Tender Commitments) (1 page is equal to 1 side of A4)	Minimum Tender Commitments Required
Imperative: Customer Criterion: Customer Service Ambition: Meeting the needs of all users	6 (10%)	Describe how you will deliver effective customer service over the life of the contract	Your response must include but is not limited to: <ol style="list-style-type: none"> 1. Maximising network occupancy including shared opportunities with others. 2. How will you have effective communication with Highways England and other stakeholders 3. How do you ensure continuous improvement is embedded and best practice cascaded throughout your supply chain and community? 	10	1 SMART Tender Commitment
Imperative: Delivery Criterion: Innovation Ambition: Provision of fast and reliable journeys	7 (10%)	Please describe your approach to delivering continuous improvement, innovation and additional value?	Your response must include but is not limited to: <ol style="list-style-type: none"> 1. How you encourage innovation and added value in all aspects of management, administration and service delivery 2. The processes you will use to determine suitability for use in this contract 3. Promoting collaborative behaviour, sharing best practice with the Asset Delivery community and others, and celebrating success. 4. Adopting innovation from others e.g. Raising the Bar Health & Safety initiative. 5. How you will ensure all processes are kept under regular review and updated accordingly 	10	1 SMART Tender Commitment

HE Imperative, Criterion & Ambition	Question Number & Weighting	Question	Requirements	A4 Page Limit (inc. Tender Commitments) (1 page is equal to 1 side of A4)	Minimum Tender Commitments Required
<p>Imperative: Delivery</p> <p>Criterion: Social Value</p> <p>Ambition: Deliver a local social value / community benefit(s) positive impact within a culture that encourages, supports and celebrates diverse voices and protects and improves our environment.</p>	8 (15%)	<p>How will you approach and, where appropriate, how will you work in partnership with your supply chain, to bring positive social value / community benefits when delivering schemes / work for the duration of this contract including legacy benefits beyond delivery?</p> <p><i>Note: Tenderers are guided to Policy Procurement Notes PPN 06/20 - Taking Account of Social Value in the Award of Central Government Contracts and PPN 06/21 – Taking account of carbon reduction plans in the procurement of major government contracts.</i></p> <p><i>Your responses should be SMART: Specific, Measurable, Achievable, Realistic and Timely.</i></p>	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. How you will improve local employment including apprenticeships, work experience opportunities particularly from underrepresented diverse groups. How will you ensure those employed have the best opportunities available to allow them to progress and thrive in the future? 2. How you will support local organisations, local people or communities to manage and recover from the impacts of COVID-19 in particular health, wellbeing and economic recovery? 3. How you will create a working environment where behaviors and cultures are wide-ranging and enable all employees to succeed, regardless of career levels? 4. How you will support and work with local groups, social enterprises / organisations and / or communities to create a diverse supply chain to deliver the contract? 5. How you will reduce negative environmental impacts and how do you intend to contribute towards Net Zero by 2050? You should include the Carbon Reduction Plan (referred to within PPN 06/21) in Annex 2 (not included in the page limit). 	15 plus Carbon Reduction Plan	1 SMART Tender Commitment

Appendix F Commercial Workbook

See appended excel version of the Commercial Workbooks, titled:

Area 9 M&R Price List Schedule A Issue 9
 Area 9 M&R Price List Schedule B Issue 9
 Area 9 M&R Price List Schedule C Issue 9
 Area 9 M&R Lump Sum Resource Schedule Issue 9
 Area 9 M&R Schedule of Rates Resource Schedule Issue 9

A summary of the Commercial Workbook Instructions is below.

Commercial Workbook Instructions	
1	Tenderers are required to submit in the Commercial Envelope on the Sourcing Portal a completed Commercial Workbook found in this Appendix, and must comply with all the instructions
2	Tenderers are to complete the Commercial Workbook in accordance with the information and guidance notes provided within the Commercial Workbook.
3	Tenderers must price all items (rates, fees, percentages, adjustments and prices) in the Commercial Workbook.
4	Tenderers must price all items separately and to two decimal places.
5	<p>Tenderers are not permitted to.</p> <ul style="list-style-type: none"> price any item, rate, fee, percentage or adjustment within another item, cross subsidise any item, rate, fee, percentage or adjustment within any other item, rate, fee, percentage or adjustment, make any assumptions regarding the use or relevance of any item, rate, fee, percentage, adjustment or quantity or duplicate any price.
6	Tenderers who price on any other basis and/or make any such assumptions may have their Tender excluded.
7	In the event that a Tenderer prices an item as zero, the Tenderer must provide an explanation in the Commercial Workbook as to why the item, rate, fee, percentage or adjustment is zero.
8	In the event that a Tenderer prices an item, rate, fee, percentage or adjustment as zero, the tenderer is confirming that both the tenderer's forecast Defined Cost-plus Fee and Defined Cost-plus Fee actually incurred and charged to the Employer will be treated as zero.

9	<p>In the event that a tenderer includes a credit for any item, rate, fee or percentage, the tenderer must provide Highways England with a schedule showing:</p> <ul style="list-style-type: none"> • a detailed explanation of how and why there is a credit in relation to each item, rate, fee or percentage where a credit is said to exist, and • details of how each credit identified is consistent with the terms of the contract. This information must be included in the tenderer's in Submission 4. A credit must be shown against the price of an item or activity to which the credit relates.
10	<p>Tenderers are to note that these Instructions for tenderers and the contract, do not provide for working capital or any other loans to tenderers as part of this procurement process and Highways England can confirm that loans will not be provided by Highways England in any circumstances.</p>
11	<p>Lump Sum and Schedule of Rates Resource Schedules</p> <ul style="list-style-type: none"> • Tenderers are to provide a detailed schedule of the resources for all lump sum and schedule of rates which must follow the requirements of the templates. All submissions are required to include the same level of detail as in the templates and all items are to be priced to two decimal places. • For both Direct and Subcontract works, the resources are to be itemised for People, Equipment, Plant and Materials, Charges and Credit (where applicable) for all work, in sufficient detail to enable the resource implications, the methodology, the outputs and assumptions to be fully understood. Where resources are shared between activities or are utilised on a part time basis, full time equivalents must be clearly shown. Tenderers must provide details of the basis of the build-up, including the number of hours used to calculate full time equivalents. A tenderer that does not follow the layout in the templates or provide outputs from the Estimating software used for pricing, may be rejected. • Entries for people are to identify the posts and roles, and not the names of individuals. <p>Only the information requested in the template will be considered</p>
12	<p>Service Plan</p> <p>For the purpose of assessment, the tenderer shall outline the first-year forecast of work and must be provided in accordance with the requirements in the Scope.</p>

13	<p>Tenderers are to note that these Instructions for tenderers and the contract, do not provide for working capital or any other loans to tenderers as part of this procurement process and Highways England can confirm that loans will not be provided by Highways England in any circumstances.</p>
14	<p>Lump Sum and Schedule of Rates Resource Schedules</p> <ul style="list-style-type: none"> • Tenderers are to provide a detailed schedule of the resources for all lump sum and schedule of rates which must follow the requirements of the templates. All submissions are required to include the same level of detail as in the templates and all items are to be priced to two decimal places. • For both Direct and Subcontract works, the resources are to be itemised for People, Equipment, Plant and Materials, Charges and Credit (where applicable) for all work, in sufficient detail to enable the resource implications, the methodology, the outputs and assumptions to be fully understood. Where resources are shared between activities or are utilised on a part time basis, full time equivalents must be clearly shown. Tenderers must provide details of the basis of the build-up, including the number of hours used to calculate full time equivalents. A tenderer that does not follow the layout in the templates or provide outputs from the Estimating software used for pricing, may be rejected. • Entries for people are to identify the posts and roles, and not the names of individuals. <p>Only the information requested in the template will be considered</p>
15	<p>Service Plan</p> <p>For the purpose of assessment, the tenderer shall outline the first-year forecast of work and must be provided in accordance with the requirements in the Scope.</p>

Appendix G Commercial Scoring Worked Example

Commercial Scoring Example

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

1. The Tenderer with the lowest Price is awarded a Commercial Score of 100.
2. The Commercial Scores of other Tenderers are calculated by deducting from 100 the percentage variance by which their Price is above the lowest Price.
3. There will be no negative scoring, so the minimum possible Commercial Score is zero, therefore if the tenderer's price is $\geq 2 \times$ the lowest price, the tenderer's price = zero.

Example Prices

Tenderer A £177,321,954.30

Tenderer B £182,683,492.69

Tenderer C £187,961,271.89

Tenderer D £372,376,104.03

Tenderer A's Price is the lowest Price and therefore scores 100.

Tenderer B

Tenderer B's Price is £182,683,492.69.

The difference between Tenderer A and Tenderer B's price is: £182,683,492.69 - £177,321,954.30 = £5,361,538.39

The percentage variance by which Tenderer B's Price is above the lowest Price is:
 $(£5,361,538.39 / £177,321,954.30) \times 100 = 3.02$

Tenderer B's Commercial Score is: $100 - 3.02 = 96.98$

Tenderer C

Tenderer C's Price is £187,961,271.

The difference between Tenderer A and Tenderer C's price is:

$$£187,961,271.89 - £177,321,954.30 = £10,639,317.59$$

The percentage variance by which Tenderer C's Price is above (£10,639,317.59/

$$£177,321,954.30) * 100 = 6.00$$

$$\text{Tenderer C's Commercial Score is: } 100 - 6.00 = 94.00$$

Tenderer D

Tenderer D's Price is £372,376,104.03

The difference between Tenderer A and Tenderer C's price is:

$$£372,376,104.03 - £177,321,954.30 = £195,054,149.73$$

Tenderer D's price is greater than 2 x the lowest price of Tenderer A and therefore scores zero.

Lowest Price		£177,321,954.30		
Tenderer	Price	Price Rank	Variance from Lowest	Score
A	£177,321,954.30	1	0.00%	100.00
B	£182,683,482.69	2	3.02%	96.98
C	£187,961,271.89	3	6.00%	94.00
D	£372,376,104.03	4	110%	0

Appendix H Quality Assessment Scoring Worked Example

Quality Assessment Scoring - Worked Example

Quality Score – Tenderer A

Question No	Final Quality Score (/10)	Weighting (%)	Final Quality Score
1	6	10%	6
2	9	20%	18
3	9	15%	13.5
4	6	10%	6
5	9	10%	9
6	6	10%	6
7	6	10%	6
8	9	15%	13.5
Total			72

Total Score calculation

	Total Weighted Final Quality Score (/100) (i)	Commercial Score (/100) (ii)	Total Weighted Final Quality Score (70%) [(i)*[0.7]] (iii)	Weighted Commercial Score (30%) [(ii)*[0.3]] (iv)	Total Score (/100) (iii)+(iv) (v)
Tenderer A	72	100.00	50.4	30	80.4
Tenderer B	70	96.98	49.0	29.1	78.1
Tenderer C	64	94.00	44.8	28.2	73.0

Tenderer D	50	0	35.0	0	35.0
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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 Highways England or a person duly authorised on their behalf any pricing information contained in our tender or proposed tender, except where the disclosure (in confidence) of pricing information is necessary to obtain insurance premium quotations required for the preparation of our tender.

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

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

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

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

.....
(signed)

.....
(tenderer name)

.....
(print name)

.....
(date)

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, Highways England or Highways England's advisers or any combination thereof as a result of your participation in this procurement competition.

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

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

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

- Fair Payment Charter (Appendix M)
- Anti-bribery Code of Conduct (Appendix N)
- Anti-fraud Code of Conduct (Appendix O)
- The Armed Forces Covenant (Appendix P)

.....

(signed)

.....

(tenderer name)

.....

(print name)

.....

(date)

Appendix M Fair Payment Charter

This charter aims to outline Highways England's principles regarding Fair Payment Practice. It is not intended to be a legally binding document and will not be used in construing any contractual commitment.

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

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

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

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

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

'Fair Payment' will apply equally between 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 "Collaborative Performance Framework "for performance measurement" (or any other performance measurement tool used).

Appendix N Anti-bribery Code of Conduct

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

The Commitment

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

1. We are committed to ensuring that our business operates with the utmost integrity.
2. We, and those employed by us will not:
 - Offer, promise, pay or provide bribes* to any person
 - Request, agree to accept or receive bribes
 - Offer hospitality to Highways England's staff that would breach the requirements of Annex A
 - Commit any act of bribery that would cause Highways England to be in breach of any anti bribery laws
3. We are committed to having robust procedures and controls in place within our business to minimize the risk of bribery with the aim of preventing bribery and confirm that we:
 - Have a zero-tolerance of bribery offences throughout our organisation;
 - Conduct risk assessments to identify and monitor potential bribery risks;
 - Adopt due diligence measures to vet and approve third parties performing services on our behalf;
 - Have clear, practical and accessible policies and procedures to address potential risks of bribery, and to prevent bribery;
 - Provide education and awareness to all our employees on anti-bribery
 - Have a mechanism in place to allow employees to report potential bribery issues in confidence and have a process to deal with reports protecting the reporting individual;
 - Deal effectively with any occurrences of bribery; and
 - Act at all times in good faith, impartially and in accordance with a position of trust.
4. We agree to:
 - keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit Highways England to inspect those records as required; and
 - Immediately notify Highways England of any breach of 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

Appendix O Anti- fraud Code of Conduct

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

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

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

The Commitment

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

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

Appendix P 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.

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

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Appendix Q Key Person Schedule

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

Role	Key Person Name

Appendix R Network Length by Area

The Network Length to be used for the Stage 7- Network Resilience Test in section 7.9 of these Instructions is provided in Table 7 below:

Table 7: Network Length

Area	Lane KM
SW	3,799
3	2,908
4	2,071
East	4,268
7	3,550
9	3,762
10	3,371
12	2,724
13	1,753
14	1,325
M25	2,928
DBFO	3,711
TOTAL	36,152
TOTAL NON DBFO	29,513

Annex 1 Selection Questionnaire

See appended word version of the Selection Questionnaire, titled “Area 9 M&R – IfT Annex 1 Selection Questionnaire”.

Annex 2 Carbon Reduction Plan Template

See appended word document titled “Area 9 M&R – IfT Annex 2 PPN 0621 Carbon Plan Reduction Template”.