

Lower Thames Crossing:

Commercial Partner Contract 2021

**Instructions for Tenderers**

**INSTRUCTIONS FOR TENDERERS**

**Commercial Partner Contract 2021**

**CONTENTS AMENDMENT SHEET**

|  |  |
| --- | --- |
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**Definitions**

|  |  |  |
| --- | --- | --- |
| **Associated Company** |  | Has the meaning at clause Z29 of the Call Off Contract. |
| **Commercial Envelope** |  | The area in the eSourcing Portal to which Tenderers must upload their Price Submission. |
| **Conditions of Tendering** |  | Section 4 of these Instructions setting out the general processes, procedures and rules to follow when producing and submitting a tender. |
| **Call Off Contract** |  | Has the meaning at paragraph 3.2.1. |
| **eSourcing Portal**  |  | The eSourcing portal that is used for the submission of tenders and any supporting documentation, the submission of tender queries, clarifications or for any other purpose which Highways England may require, to communicate with Tenderers. |
| **Framework Agreement** |  | Has the meaning in paragraph 2.1.2. |
| **Highest Ranked Tenderer** |  | The Tenderer that ranks highest, following the evaluation carried out in accordance with section 10. |
| **Instructions** |  | This Instructions for Tenderers document. |
| **Lower Thames Crossing Main Works Contracts** |  | The main contracts to be procured for the Project consisting of a tunnels and approaches contract and contracts for delivery of the roads north of the Thames and Kent roads contracts. |
| **Parent Company Guarantee** |  | The parent company guarantee which Highways England may require and as defined in Z7 of the Call Off Contract. |
| **Price Assessment Panel** |  | The group of assessors that assesses the Price Submissions. |
| **Price Submission** |  | The submission from Tenderers including the required commercial information as more particularly described in paragraph 9 of these Instructions. |
| **Price Score** |  | The score allocated to each Tenderer’s priced tender in accordance with paragraph 10.3.6. |
| **Procurement Officer**  |  | The Highways England employee who is responsible for the conduct of this procurement competition identified in paragraph 2.1.4.  |
| **Project** |  | Means the Lower Thames Crossing programme. |
| **Quality Assessment Panels** |  | The groups of assessors that assesses the Quality Submissions. |
| **Quality Moderator** |  | The person that provides independent assurance of the rationale and scores awarded by the Quality Assessment Panel in accordance with paragraph 10.5 of these Instructions  |
| **Quality Score** |  | Means the score allocated to each Tenderer’s Quality Submission in accordance with paragraph 10.5. |
| **Quality Submission** |  | The submission from Tenderers including their answers to the Quality Questions as more particularly described in paragraph 8 of these Instructions. |
| **SMART** |  | Specific, Measurable, Achievable, Relevant, Time bound, as more particularly described at paragraph 8.1.10. |
| **SME** |  | Small and Medium Sized Enterprise as defined here:<http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> |
| **Standstill Period** |  | A period of at least ten (10) calendar days following the notification of an award decision before the Call Off Contract is signed with the successful Tenderer. |
| **Subconsultant** |  | Has the meaning set out in the Call Off Contract. |
| **Technical Envelope****Tender** |  | The area in the eSourcing Portal to which Tenderers should upload their Quality Submissions.Means the opportunity as further detailed in these Instructions in respect of which Tenderers may submit a submission. |
| **Tender Commitments** |  | Tender Commitments are commitments made by Tenderers in their Quality Submissions. They detail how the Tenderer is to provide the services. The Tender Commitments of the Highest Ranked Tenderer will be incorporated into the Call Off Contract awarded. |
| **Tenderer** |  | Means an entity invited to respond to this invitation to Tender. |
| **Total Score** |  | A Tenderer’s final score in accordance with paragraph 10.6 |

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# PROJECT BACKGROUND

## Introduction

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

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

### This Project is being developed as part of the Government's Road Investment Strategy (RIS 2). It is the largest single road investment project in the UK since the M25 was completed more than 30 years ago.

Figure 1- LTC route



### The Lower Thames Crossing will comprise of:

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

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

#### connections to the M25, A2 and A13;

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

#### two tunnels approximately 4.25km in length, one for southbound traffic, one for northbound traffic crossing beneath the river; and

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

### The current estimated cost of the Project is between £6.4 billion and £8.2 billion and there is a public commitment to open it to traffic between 2028-2029.

## Development Consent Order (DCO)

### The Project is a nationally significant infrastructure project and as such needs a DCO before starting construction.

### The DCO combines a grant of planning permission with a range of other separate consents required for the delivery and operation of the Project.

## Packaging Strategy for the Project

### The Project is made up of several packages that cover the development phase of the Project through to completion and operation.

### Each package carries out specific activities integral to the success of the project.

### The packaging strategy for the Project sets out the six separate packages required for providing a single, efficient, high availability asset ready for operation upon completion of the delivery phase. These packages will remain integrated throughout procurement and delivery. These packages are:

#### Roads North of the Thames – from the M25 to Tilbury Loop;

#### Tunnels & Approaches – between Tilbury Loop and Thong Lane;

#### Kent Roads – A2/M2 Connections

#### enabling works;

#### pre-enabling works; and

#### Provision for a systemwide approach to Intelligent Transportation Systems (ITS)

### These six packages are intended to be delivered using principally the contracts listed at paragraphs 1.4, 1.5 and 1.6.

## Project Contracts

### The project contracts are:

#### Roads North of the Thames;

#### Kent Roads – A2/M2 connections; and

#### Tunnels & Approaches.

## Service Contracts

### The principal service contracts are:

#### Technical Partner;

#### Integration Partner; and

#### Commercial Partner.

## Technology Contracts

### The principal technology contracts are:

#### user charging operational contract; and

#### ITS (technology integration with Highways England’s systems and bulk technology purchases).

# THE TENDER PROCESS

### This document refers to the submission of tenders for the Lower Thames Crossing: Commercial Partner Contract.

## General Instructions

### These Instructions for Tenderers will not form part of the proposed contract.

### This tender process is carried out using a secondary competition procedure through Lot 1 (Multi-Disciplinary Services) of the Crown Commercial Services Project Management & Full Design Team Services Framework RM 3741 (**"Framework Agreement"**), following the publication of the Expression of Interest request via email on 17 June 2021.

### The process seeks to determine the Most Economically Advantageous Tender (MEAT) for Highways England.

### Tenderers may only contact Highways England through the eSourcing Portal, unless they are unable to access the eSourcing Portal in which case they must contact the Procurement Officer by email. The Procurement Officer for this procurement is REDACTED and can be contacted via email LTCProcurement@highwaysengland.co.uk

### Tender submissions must be submitted in accordance with these Instructions. Tender submissions not complying with these Instructions may be rejected by Highways England whose decision in the matter will be final. Highways England reserves the right to reject any Tender submission if the Tenderer provides misleading or false information.

### The content of these Instructions and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they remain the property of Highways England. Tenderers must not release information concerning the tender documents for publication, in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender response. If Tenderers are unable or unwilling to comply with this requirement they are required to destroy these Instructions and all associated documents immediately and not to retain any electronic or paper copies. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.

### Highways England is not liable for any costs resulting from this tendering opportunity. Tenderers submit a Tender submission at their own risk and expense.

###  If, at any time during the tender process, there is any change to a Tenderer’s economic or financial standing which means that information submitted by the Tenderer as part of its appointment to the Framework Agreement is no longer correct the Tenderer must immediately inform Highways England in writing. Highways England reserves the right to reconsider the economic or financial standing and where necessary, disqualify a Tenderer who has previously passed the assessment stages relating to the Framework Agreement.

### Highways England reserves the right to carry out a check on the economic and financial standing of the Tenderers to check that the information referred to in paragraph 2.1.8 above is correct at any time during the tender process.

### Highways England reserves the right to disqualify any tenderer that fails to inform or advise Highways England in accordance with paragraph 2.1.8.

# PROCUREMENT STRATEGY

## Tender Programme

### The indicative tender programme is shown in the table below:

|  |  |  |
| --- | --- | --- |
| Item |  Activity | Date |
| 1 | Issue Tender Documents | 20 July 2021 |
| 2 | Last Date for Tender Queries | 04 August 2021 by 12:00 |
| 3 | Tender Submission Deadline | 17 August 2021 by 17:00 |
| 4 | Tender Assessment | 18 August – 12 October 2021 |
| 5 | Notification of successful tenders and feedback to tenderers | 13 October 2021 |
| 6 | 10-day Standstill Period | 13 - 26 October 2021 |
| 7 | Issue Award Letters | 27 October 2021 |
| 8 | Contract Signature | 28 October 2021 |

## Form of Contract

### Tenderers should note that the form of contract is the NEC3 Professional Services Contract (together with the additional conditions of contract listed in the Contract Data), which will form the basis of the agreement between Highways Englandand the successful Tenderer together with the content of the Highest Ranked Tenderer’s Tender submission (**“Call Off Contract”**). The successful Tenderer will be required to enter into the agreement on the terms contained in the form of contract.

### Highways England is bound by the Public Contracts Regulations 2015 and as such cannot enter into any negotiations on the tender or terms of the form of contract.

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

# CONDITIONS OF TENDERING

## General

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

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

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

### All contact with Highways England during the tender period must be made through the eSourcing Portal.

### No contact other than through eSourcing Portal must be made by Tenderers in relation to this opportunity whether that be direct with Highways England or its advisers, consultants or contractors unless this is expressly agreed in advance by Highways England or expressly permitted by these Instructions. Highways England reserves the right to disqualify a Tenderer if the protocols in paragraphs [4.1.4](#_bookmark23) to 4.1.5 are not followed.

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

## Disclosure Requests and Transparency

### Under the Freedom of Information 2000 (FOIA), the Environmental Information Regulations 2004 (EIRs) and the Public Contracts Regulations 2015, 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 exercise including any Tender submissions received. Information which Tenderers consider is commercially sensitive must be marked as such.

### Under the UK Government’s Procurement Policy Note 07/21 (<https://www.gov.uk/government/publications/procurement-policy-note-0721-update-to-legal-and-policy-requirements-to-publish-procurement-information-on-contracts-finder>)(update to Legal and Policy requirements to publish procurement information on Contracts Finder dated June 2021, or such later revision) Highways England is obliged to publish the responses to this tender and the provisions of any contract let pursuant to it, excluding only information which is exempt from disclosure pursuant to the FOIA, EIRs or the Public Contracts Regulations 2015. Highways England’s view is that the only materials likely to be excluded from publication on this basis are as follows:

1. Information relating to specific people, i.e. CVs, and
2. Price Submissions.

### Tenderers must be aware that Highways England could receive requests for any information relating to this procurement exercise. 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 Public Contracts Regulations 2015, Highways England will, acting reasonably but at its sole discretion, consider the application of any exceptions set out in section 43 of the FOIA to any information identified by a Tenderer as genuinely commercially sensitive or any other relevant FOIA or EIRs exemption.

### Tenderers are requested to state which information in their Tender submission must not be disclosed due to one of the exemptions applying, for example because to do so would, or would be likely to, prejudice their commercial interests. Applications for non-disclosure must include:

#### clear and substantive justification; and

#### a time limit when any confidential information could be disclosed.

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

### For these purposes, Highways England reserves the right at its discretion to disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/ or commercially sensitive, such as specific tender information) submitted by the Tenderer to Highways England during this process. The information will not be disclosed outside Government. Tenderers taking part in this competition are deemed to consent to these terms as part of the process.

## Non-collusion

### 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 disqualify any potential Tenderer at its discretion (without prejudice to any other civil remedies available to Highways England and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

## Publicity and marketing

### All publicity activity, with any section of the media, in relation to the opportunity or awarded contracts is prohibited except with the prior written agreement of Highways England.

### Tenderers must notify, prior to any form of response, Highways England via the eSourcing Portal, of any enquiries received from the media regarding this competition.

## Change of Status

### Tenderers must immediately advise Highways England if:

#### its ownership or the ownership of any member of its supply chain (including their parent company, or Subconsultants) changes; or

#### 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 supply chain (or an Associated Company), or

#### its organisation (or an Associated Company) completes the takeover of, or merges with, another Tenderer (or an Associated Company) that is tendering for this Call Off Contract.

### If it is considered that a change in ownership under paragraph 4.5 would result in a conflict or more than one opportunity to tender within the same organisation, Highways England reserves the right to disqualify the relevant corporate group of companies from the competition.

### Highways England reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with paragraphs 4.5.1 and 4.5.2 and/or where a Tenderer otherwise contravenes the rules regarding a Tenderer’s change in circumstances.

### Highways England reserves the right to disqualify any Tenderer from the process where there is any change in the financial or economic standing meaning a Tenderer would no longer meet the minimum financial requirements set out in the Framework Agreement.

## Conflicts of Interest

### **Generally**

### All Tenderers are required to comply with Highways England’s Conflict of Interest policy described in S508 of the Scope and are to identify to Highways England any potential conflicts of interest at the earliest opportunity.

### In the interests of avoiding conflicts of interest, Tenderers must immediately declare any prior involvement of any member of its tender team in the procurement. Highways England may at its discretion:

#### ask the tenderer to withdraw; or

#### accept the tenderers proposal to implement means of mitigating the conflict to the satisfaction of Highways England; or

#### ask for a conflicted person to be removed from the bid team; or

#### in the event that ‘a’, ‘b’ or ‘c’ does not mitigate the conflict to the satisfaction of Highways England, reject the Tenderer from further participation in the competition.

### **Conflict of Interest requirement of Commercial Partner**

### Tenderers agree and acknowledge by return of Tender submission that Highways England has a requirement that the Commercial Partner must not have conflicts of interest relating to other contracts associated with the Project as further detailed in paragraph 4.6.4 and Tenderers’ attention is drawn to clause Z6 of the Call Off Contract and section 508 of the scope, volume 2a of the Call Off Contract.

### In order to achieve the requirement above, Tenderers are asked to take account of the following:

#### Tenderers who are bidding as a prime contractor under the Lower Thames Crossing Main Works Contracts; or

#### where Tenderers are a contracting party to;

###### the Technical Partner Contract; or

###### the Integration Partner Contract;

#### shall not be permitted to be awarded this Commercial Partner contract if they remain a prime contractor or tenderer under any of the contracts referred to at this paragraph 4.6.4(a) or remain a contracting party the contracts referred to in paragraph 4.6.4(b) at the time of Tender submission. For the avoidance of doubt, "prime contractor" and “contracting party” includes being part of a consortium or acting as a guarantor of a prime contractor but does not include acting as a Subconsultant (in which case 4.6.4(c) shall apply);

#### where Tenderers are:

#### part of the supply chain to a tenderer who fits the description in 4.6.4(a) and/or 4.6.4(b); or

#### using a supply chain which is made up of (in whole or in part) of entities which fit the description in 4.6.4(a) and/or 4.6.4(b),

#### Tenderers shall ensure they have robust processes in place to ensure that Highways England’s requirement in terms of managing conflict of interest in the context of this paragraph 4.6.4 (c) is achieved as evidenced in the Tenderer’s Quality Submission response to question 3.

###  By way of example:

###### Where Supplier A is bidding as a prime contractor (including being part of a consortium or guarantor) of the Lower Thames Crossing Main Works Contract and submits a bid for this Commercial Partner contract, if Supplier A remains in the bid process for Lower Thames Crossing Main Works Contract as at the date on which the Tender submission is submitted by Supplier A for this contract, Supplier A will be excluded from this Tender;

###### Where Supplier B is a contracting party to the Technical Partner Contract or Integration Partner Contract and submits a bid for this Commercial Partner contract, if Supplier B remains as a contracting party to the Technical Partner Contract or Integration Partner Contract as at the date on which the Tender submission is submitted by Supplier B for this contract, Supplier B will be excluded from this Tender;

###### Where Supplier C has a Subconsultant who is a prime contractor (including being part of a consortium or guarantor) of the Lower Thames Crossing Main Works Contract, Supplier C shall remain a Tenderer to this Tender and such Tender submission shall be evaluated in accordance with these Instructions. In the event that Supplier C is awarded the Call Off Contract, Supplier C’s robust process to manage such conflict of interest (as submitted in respect to question 3 of the Quality Submission) shall be incorporated into the Call Off Contract.

## Tender Warranties

### These Instructions and all the associated documentation are provided in good faith. No warranty is given 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 tender process and all associated documents before submitting a tender.

### These Instructions do not constitute an offer to award a Commercial Partner contract or any agreement whether express or implied.

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

### Highways England reserves the right not to accept any Tender submission or award any contract for any reason.

### Highways England is not liable for any costs resulting from any amendment or cancellation of this tendering 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 submission at their own risk and expense.

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

## Tender Documents

### The documents provided to Tenderers are listed in the following table.

|  |  |
| --- | --- |
| **Document** | **Location** |
| Instructions for Tenderers (IfT)  | This document |
| Tender Query Form  | Appendix A of IfT |
| Quality Questions | Appendix B of IfT |
| Scoring Criteria | Appendix C of IfT |
| Form of Tender | Appendix D of IfT |
| Price Submission | Appendix E of IfT |
| Tender Commitments Register | Appendix F of IfT |
| Worked Example | Appendix G of IfT |
| Fair Payment Charter  | Appendix H of IfT |
| Anti-Bribery Code of Conduct  | Appendix I of IfT |
| Anti-Fraud Code of Conduct | Appendix J of IfT |
| Anti-Collusion Certificate | Appendix K of IfT |
| Information Assurance | Appendix L of IfT |
| Form of Agreement, PSC Contract Data Parts 1 and 2 and Z clauses | eSourcing Portal ‘Contract Documents’ folder |
| Scope | eSourcing Portal ‘Tender Documents’ folder |
| Commercial Workbook (Annex A – Pricing Workbook) | eSourcing Portal ‘Tender Documents’ folder |
| Commercial Workbook (Annex B – Staff Rates) | eSourcing Portal ‘Tender Documents’ folder |
| Commercial Workbook(Annex C – Highways England populated pricing schedule) | eSourcing Portal ‘Tender Documents’ folder |
| Resource Loaded Schedule Template | eSourcing Portal ‘Tender Documents’ Folder |

###  If Tenderers experience any difficulties in locating documents listed above, or within any of the reference documents, then a tender query must be raised via the eSourcing Portal.

### Any drawings, prints, specifications, data, calculations and analyses issued to Tenderers in connection with this tender remain the property of Highways England. All such information issued to Tenderers may only be used for the purpose of tendering. Such information must not be disclosed to persons unconnected with the tender. These provisions apply equally to drawings and other information supplied by Highways England for the purpose of the tender, the property rights of which rest in a third party.

# TENDER COMMUNICATIONS

## Tenderers Written Requests for Clarifications

### If Tenderers have any queries or require any clarification concerning any aspect of this document, then they must submit questions to Highways England through the eSourcing Portal.

### It is the responsibility of the Tenderer to ensure that their written requests for clarification are complete, consistent and not vague.

### Questions will only be permitted until the tender query submission deadline **12:00pm on 04 August 2021**. This deadline is designed to permit Highways England to consider and respond to all questions and/or requests for clarification within sufficient time to enable Tenderers to take account of Highways England response ahead of the Tender submission return date.

### Highways England reserves the right not to provide a response to any question or request for clarification raised by a Tenderer received after the tender query submission deadline.

### All clarification questions and responses will be published openly to all Tenderers unless specifically marked “Commercially Sensitive” by the Tenderer at the time of submission.

### Tenderers may submit confidential queries in relation to the unique aspects of their Tender submission. Such questions must be clearly marked as confidential and Tenderers must explain why they consider that the query is confidential. These questions will, subject to paragraph 5.1.7, be responded to in writing and not be circulated to other Tenderers.

### If a Tenderer states that a question or request for clarification is in their opinion commercially confidential, but Highways England does not consider that a Tenderer’s request for clarification or question should be treated as confidential, 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 question or request for clarification. If the Tenderer does not elect to withdraw the relevant question or clarification within the specified timeframe or within three working days (whichever is the later), the relevant question or request for clarification and response shall be circulated to all Tenderers.

### Where a clarification request from a Tenderer seeks further information regarding something contained in or referred to from these Instructions or Highways England identifies further information that is relevant to this opportunity then, subject to compliance with the Public Contracts Regulations 2015, such information will be made available to all Tenderers. Any such information will become part of the Tender from the date of its publication.

### It shall be Highways England’s decision regarding the disclosure of further information arising from Tenderers’ written clarifications. Highways England accepts no liability arising from the provision of further information or a decision not to provide further information.

### Tender amendments are changes to the documents that are made in writing by the Procurement Officer and issued to all Tenderers via the eSourcing portal. Only in exceptional circumstances will tender amendments be issued after the closing date for submission of tenders in the form of a post amendment. In such circumstances, the Procurement Officer will notify all Tenderers of the required action.

### Highways England officers or consultants do not have the authority to make any change to the tender documents except through a tender amendment issued by the Procurement Officer. If a statement is made at any meeting that a Tenderer considers is not in accordance with the tender documents, then the Tenderer must refer the matter to the Procurement Officer as a tender query.

# Information to support Submissions

## Small and Medium Sized Enterprises (SME)

###  Highways England is committed to removing barriers to SME participation in its contracts and this includes subcontracting opportunities. If Tenderers are proposing to subcontract part of this contract, assurance must be provided that it has been considered how SMEs could play a part, and details of the measures put in place to encourage and enable participation of subcontractors must be included. If awarded the contract, Tenderers will be asked to provide regular information about their spend with SMEs under the contract and Highways England may publicise good practice on its websites and report such expenditure to other Government Departments. An SME subcontracting statement is not required if the Tenderer has classified itself as an SME.

## Proposed Information Assurance Solutions

### Every Government Department is required to take suitable precautions to safeguard its information. Information assurance is the confidence that information and communications systems will protect the information they handle and will function as and when they need to under the control of legitimate users.

### Tenderers are to cover the questions, giving descriptions where appropriate, of their information assurance policies as outlined in IfT Appendix L (Information Assurance)

## Insurance

### Tenderers should be prepared to submit a summary of relevant insurance policies and certificates where appropriate and when required. Failure to do so may result in the Tender submission being rejected.

### The maximum deductible threshold proposed by the Tenderer, for each and every occurrence for each class of insurance in Contract Data Part 2, section 8 “Indemnity, insurance and liability”, is considered by the Employer(based on its professional judgement), to confirm if it is reasonable (for each and every occurrence for each class of insurance) in the insurance market prevailing at the point of the submission by the Tenderer of its response..

### The Employer reserves the right to consider whether the financial standing of the Tenderer is sufficient to support each proposed maximum deductible threshold. This will be evaluated (as below) on a **Pass/Fail** basis and each proposed maximum deductible threshold must be a reasonable maximum deductible threshold, in order to constitute a pass:

|  |  |
| --- | --- |
| **Marking Scheme** | **Evaluation Guidance** |
| Pass | It is considered by the Employer (based on its professional judgement) that all the maximum deductible thresholds in Contract Data Part 2, section 8 “Indemnity, insurance and liability” are reasonable. |
| Fail | It is considered by the Employer (based on its professional judgement) one or more of the maximum deductible thresholds in Contract Data Part 2, section 8 “Indemnity, insurance and liability” are not reasonable. |

### Any Tender submission which scores a fail is treated as non-compliant.

## Parent Company Guarantee

### Highways England reserves right to request a Parent Company Guarantee during the life of the contract to the extent Tenderers have provided the same under the Framework Agreement.

# TENDER Submission REQUIREMENTS

## General

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

### Tenders must be submitted in accordance with these Instructions. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. Alterations or additions may only be made to any component of the tender documents by Highways England and any made by the Tenderer may render the Tender submission invalid and it may be rejected. Highways England’s decision as to whether a Tender complies with these Instructions will be final.

### Tenders not received by the Tender submission deadline of **17:00 on 17 August 2021** may be excluded from further consideration. Offers must remain open for acceptance for 180 calendar days from the Tender submission deadline.

### Documents are to be in Microsoft Word, Adobe PDF or Microsoft Excel format. Where a Tenderer wishes to use a different file format this must be raised as a tender query in accordance with the procedure set out above. Any documents that are submitted in PDF format, must also be accompanied by the original source version (Word / Excel).

### Where a submission requires multiple files to be uploaded these can be combined in zip files. No file is to be larger than 20MB. Each zip file should be labelled with the Tenderers name and Tender code number (from the eSourcing Portal). All documents should be clearly identifiable from the file name.

### Tenderers should note that all the documents below must be completed and returned for their Tender submission to be assessed as compliant. Failure to do so may result in the Tender submission being rejected.

### Before a Tender submission can be accepted the Tenderer must answer all the confirmation statements within the eSourcing Portal Technical Envelope, confirming that the specific documents have been read, understood and accepted.

### The Tender submission should be returned via the eSourcing Portal (<https://highways.bravosolution.co.uk>), under the ‘itt\_6364 – Lower Thames Crossing: Commercial Partner Contract 2021’ Tender, which must be submitted in the Commercial and Technical Envelopes.

### The Quality Submission documents are to be submitted by Tenderers via the relevant Technical Envelope.

### The supporting information described in the table below should be completed and submitted by Tenderers via the relevant eSourcing Portal Envelope, in a separate zip file.

### The table below, shows the list of documents that need to be returned as part of the Tenderer’s submission. Also depicted is the location of where each document should be uploaded within the eSourcing Portal.

|  |  |
| --- | --- |
| **Upload Location** | **Returnable Documents**  |
| Technical Envelope | Response to Quality Questions |
| Organogram (organisational chart) |
| CV’s for key persons |
| Mobilisation Plan |
| A completed Resource Loaded Schedule (Uncosted) |
| A completed and signed Form of Tender (IfT Appendix D) |
| A completed Tender Commitments Register (IfT Appendix F) |
| A completed and signed Fair Payment Charter (IfT Appendix H) |
| A completed and signed Anti Bribery Code of Conduct (IfT Appendix I) |
| A completed and signed Anti-Fraud Code of Conduct (IfT Appendix J) |
| A completed and signed Anti-Collusion certificate (IfT Appendix K) |
|  A completed assessment of Information Assurance (IfT Appendix L) |
| A Small and Medium Sized Enterprises (SME) Subcontracting Statement |
| Any request for non-disclosure under the Freedom of Information Act 2000 |
| Commercial Envelope | Completed Commercial Workbook (Annex A – Pricing Workbook) |
| Completed Commercial Workbook (Annex B – Staff Rates) |
| A completed Contract Data Part 2  |

# Quality Submission

## Quality Submission

### The Quality Submissions must not exceed the following maximum page limits. Submissions using less than the maximum will not be marked down as a result but will be marked in accordance with the criteria set out in Appendix C. The page limits include all text included in the Quality Submission, title pages, drawings, diagrams, flow charts and any annexes.

**Page Limits**

|  |  |
| --- | --- |
| Theme | No. of Sides  |
| Quality Questions | 16 pages (32 sides) of A4 paper (page count does **not** include the Organogram, key persons CVs, and Resource Loaded Schedule Uncosted) |
| Organogram (organisational chart) | 1 side of A3 paper |
| Key Persons CV’s  | 1 page (2 sides) of A4 paper per CV |
| Resource Loaded Schedule (Uncosted) | Template provided |
| Mobilisation Plan | 2 sides of A3 paper |

### Text must be presented in “Arial” font and be no smaller than 11 point, no less than single-spaced with the margins set at 2.5cm. Text used for figures, tables, drawings, sketches, diagrams and flow charts must be no smaller than 9 point.

### The pages of each Quality Submission must be numbered, and responses to each question should be clearly aligned. Page numbers and other header or footer information may be included in the margin space.

### If the Quality Submission exceeds the page limit set out above, then Highways England may reject the tender submission. If it is not rejected, the content of the pages after the limit will not be considered in the tender assessment procedure and will not form part of any final Call Off Contract. If this means that Tender Commitments are not provided for any of the quality questions, then the Tender submission may be rejected.

### If Tenderers consider that the page limit is insufficient to provide the information required by these Instructions, then a Tender query should be raised to the Procurement Officer. No guarantee can be given that the page limit will be increased.

### Tenderer’s Quality Submission must therefore address the following components:

#### Requirements: to achieve the ambition Highways England has set a detailed number of requirements within each Quality Question. For each requirement, within each requirement within each Quality Question, Tenderers should address:

* + **Methodology** – detailing how the Tenderer will achieve these requirements; and
	+ **Evidence** – providing confidence in the methodology (including for example that it has been previously tested and developed from successful delivery of similar work).

#### how the combination of the requirement, methodology and evidence will provide Highways England with a level of confidence in how the criteria will be achieved.

### The responses should be backed up with sufficient detail to enable them to be understood by Highways England. As part of the Quality Submission, Tenderers will be required to submit Tender Commitments.

### Tender Commitments are a summary of each key element of the methodology with time-based outcomes to deliver the contract.

### Tenderers will be accountable for delivery of their Tender Commitments which will, without prejudice to the generality of paragraph 3.2.1, be incorporated into the Call Off Contract and the cost of delivery of the Tender Commitments will be deemed included in the prices in the Price Submission.

### Tender Commitments allow the Tenderers to detail their own unique performance service levels or targets. Tender Commitments must be SMART and must be a key consideration in the Tenderer’s proposed approach to the question.

#### **Specific** – Tender Commitments must be specific to the quality question response, well defined and focused.

#### **Measurable** – achievement of the Tender Commitments must be objectively measurable.

#### **Achievable** – Tender Commitments must be challenging but achievable and attainable within the capabilities and constraints available.

#### **Relevant** – Tender Commitments must be relevant to the Quality Question response and methodology and contribute to the desired outcomes and ambitions.

#### **Time**-**bound** –Tender Commitments must have clear deadlines.

### Tender Commitments must be listed in the Tender Commitments template provided in IfT Appendix F to these Instructions.

## Quality Questions

### The page limit for the response to the Quality Questions is 16 pages (32 sides) of A4. Tenderers may use A3 paper in lieu of A4, but each A3 side will be counted as two A4 sides. The page limit for the response to the Quality Questions does not include the organisational chart and key people CVs

### The Quality Submission contains the Tenderer’s response to each of the sections which are outlined in IfT Appendix B.

### Without prejudice to the generality of paragraph 3.2.1, the response to the Quality Questions provided by the Highest Ranked Tenderer will form part of the Call Off Contract.

### Tenderers are to provide the following as part of their Quality Submission including the following:

* + - An organogram/organisational chart;
		- CV’s of the following key people:

|  |  |  |
| --- | --- | --- |
| *Key Person* Job | Qualifications and Experience | Equivalent CCS Framework Role |
| Commercial Partner Director | * 10+ years experience of managing large embedded consultant teams within client organisations on mega-projects.
* Proven ability to provide strategic advice in respect of the delivery of mega-projects, including but not limited to best practice, innovation, motivational leadership, and continuous improvement.
 | Partner or Director |
| Contract Administration Service Lead | * 5+ years experience of managing major contracts of greater than £0.5bn utilising NEC contract management software (for example; CEMAR)
* Highly proficient in NEC Target Cost contracts.
 | Senior Professional |
| Commercial Service Lead | * 5 years+ experience in the commercial management of major contracts of value’s greater than £0.5bn which are NEC Target Cost based
* Proven ability of successfully delivering major contracts within budget
* Proven ability in providing advice and guidance on achieving best value solutions in respect supply chain management; risk management; contract change; value management and engineering; performance management and incentivisation; bonds, guarantees and insurances; Defined Costs; dispute resolution; carbon performance.
 | Senior Professional  |
| Audit Service Lead | * 5+ years experience of undertaking cost audit and assurance activities on major projects
* Experienced users of computer aided audit software and business management systems (for example; SAP, Oracle etc
 | Senior Professional |
| Costing Reporting Service Lead | * 5+ years experience of earned value analysis and reporting in infrastructure mega-projects environments
* Experience of cost reporting software (for example; PRISM)
 | Senior Professional |

* + - Resource Loaded Schedule (Uncosted) in the form set out in the eSourcing Portal.

### Tenderer must provide an organisational chart which must clearly demonstrate the internal reporting relationships and interfaces with Highways England, supply chain and other stakeholders. The organisational chart must show key roles and the names and proposed location (on site, office based, remote etc) of key persons, as well as the minimum period that they will available to participate in the Call Off Contract.

### The organisational chart and key people CVs must not exceed the page limits below:

* One side of A3 paper for the Organisation Chart
* 1 page of A4 paper (2 sides) for each CV

### The page limits for the organisational chart and key people CVs, outlined in paragraph 8.2.6, are excluded from the overall page limit for the Quality Questions.

### Tenderers must provide a Mobilisation Plan (as defined in the Call Off Contract) setting out how they will deliver Mobilisation Activities (as defined in the Call Off Contract) in accordance with the Scope (as defined in the Call Off Contract) within the Mobilisation Phase (as defined in the Call Off Contract).  The Mobilisation Plan shall be consistent with the Tender submission including without limit the Resource Loaded Schedule.  The Mobilisation Plan shall not be counted in the page limits for the Quality Submission but should not exceed 2 sides of A3 paper.

### The Mobilisation Plan will become part of the Call Off Contract and will be the Accepted Programme for Phase M of the Services (each as defined in the Call Off Contract).

# Price submission

### Tenderers are required to submit a Price Submission in accordance with IfT Appendix E.

### Tenderers are to include a completed PSC Contract Data Part Two and must be uploaded to the Commercial Envelope area of the eSourcing Portal.

### The Price Submission must be uploaded to the Commercial Envelope area of the eSourcing Portal.

# TENDER ASSESSMENT PROCEDURE

## General

### Highways Englandassessment of Tender submissions will be carried out in the following stages.

|  |  |  |
| --- | --- | --- |
| **Stage 1** | **Compliance** | Review of submission to confirm adherence to these Instructions |
| **Stage 2** | **Assessment** | Separate panels for Quality & Price will complete evaluation of individual submissions. |
| **Stage 3** | **Quality Consensus** | Quality Assessment Panels convene to agree a quality score |
| **Stage 4** | **Quality Moderation Panel** | Quality Moderation Panel provides quality assurance to the Quality Assessment Panels of quality scores |
| **Stage 5** | **Total Score** | Final quality score and price score is combined in accordance with paragraph 10.5 |
| **Stage 6** | **Contract Award** | Standstill Period and Contract Award |

## Stage 1 – Compliance

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

#### a full and complete set of correct documents and submissions for ITT in accordance with all requirements; and

#### the submitted documents are without qualifications; and

#### that no further documents were submitted beyond those required; and

#### that the mandatory documents and any applicable optional documents provided have been completed correctly.

#### that the Tender has been awarded a ‘pass’ in their response in relation to paragraph 6.3.2, 6.3.3 and 6.3.4

### Where a Tenderer has not provided a question response, and this is not related to an identified system or eSourcing Portal error, the question will be automatically scored as “0” and the Quality Assessment Panel will be informed.

### Highways England may reject a Tender submission that does not meet the conditions in paragraph 10.2.1.

### It is the responsibility of Tenderers to ensure their Tender submissions are free of errors and comply with these Instructions.

### No new information can be submitted for clarification, and all clarifications must only increase the clarity of an original statement.

## Stage 2 – Assessment

### The overall criteria are detailed in the table below.

|  |  |  |
| --- | --- | --- |
| **Award Criteria** | **Weighting of Total Score** | **Criteria** |
| Quality | 70% | The evaluation criteria can be found in Appendix C |
| Price | 30% | The evaluation criteria can be found in Appendix E  |

### **Quality Assessment**

### The Quality criteria and weightings are detailed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Area** | **Question No** | **Criteria** | **Weighting** | **Weighting of Total Score** |
| Quality Questions | Q1 | Leadership, Experience & Behaviours | 20.0% | 14% |
| Q2 | Driving Performance | 10.0% | 7% |
| Q3 | Delivery of a Commercial Service | 20.0% | 14% |
| Q4 | Predictability of Cost for the Commercial Partner Service | 7.5% | 5.25% |
| Q5 | Predictability of Cost on the Programme | 7.5% | 5.25% |
| Q6 | Value for Money | 15% | 10.5% |
| Q7 | Collaboration | 15% | 10.5% |
| Q8 | Sustainability | 5% | 3.5% |
| **TOTAL** | **100.0%** | **70.0%** |

### Assessment of the Quality Submission will be undertaken by quality assessors who will independently evaluate and score in accordance with the assessment methodology, as set out in IfT Appendix C.

### Quality assessors award scores to each quality question based wholly on the contents of the written Quality Submissions, and any associated clarifications in accordance with the procedures specified in these Instructions

###  Following the recording of an individual assessor’s scores and rationale, a consensus meeting will be held in accordance with the process detailed within Stage 3 – Quality Consensus.

### **Price Assessment**

### The Price Assessment Panel evaluates the Price Submission and is completely independent of the quality evaluation. The Quality Submission is not shared with the Price Assessment Panel.

### The Price Submission shall be evaluated in accordance with Appendix E.

### Tenderers all-in day rates must match or not exceed their current (May 2021) maximum framework rates as per the Project Management and Full Design Team Services Framework RM3741 Agreement. Highways England reserves the right to exclude any Tenderers who exceed these rates.

## Stage 3 – Quality Consensus

### Following the Quality Assessment stage, a consensus meeting will be held between members of the Quality Assessment Panel to agree a quality score and rationale for each question assessed.

### Each of the assessors will present their rationale and scoring and then the session will be independently facilitated by Highways England’s Procurement team to reach an agreed consensus score and rationale for each quality criteria assessed at Stage 2. If during the quality consensus meeting(s) the Quality Assessment Panel members wish to request clarification before they agree a consensus score, the Procurement Officer shall issue a request for clarification to the Tenderer through the eSourcing Portal. The Quality Assessment Panel members will meet again after the clarification has been received to reach the agreed consensus score and rationale.

### Following any final clarifications, the quality scores and rationales are presented to the Quality Moderation Panel in accordance with Stage 4 – Quality Moderation. At this stage no weightings are applied to the quality scores.

## Stage 4 – Quality Moderation

### The Quality Moderator provides challenge and quality assurance to the Quality Assessment Panels to ensure the quality scores and rationale for each Tender submission are in compliance with the scoring criteria and methodology and the criteria have been consistently applied to all Tenderers.

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

### The Quality Moderator is not permitted to adjust scores in any circumstances.

### Where the Quality Moderator identifies a lack of rationale to justify scores and/or potential errors in assessment, the Quality Moderator will require the relevant quality consensus panel to reconvene and review the Quality Moderator’s concerns.

### 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 quality scores and the weightings are applied in accordance with the table below and paragraph 10.5.6:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question No** | **Question Description** | **Quality Score (/10)** | **Weighting (%)** | **Weighted Quality Score (/100)** |
| Quality Question Q1 | Leadership, Experience & Behaviours |  | 20% |  |
| Quality Question Q2 | Driving Performance |  | 10% |  |
| Quality Question Q3 | Delivery of a Commercial Service |  | 20% |  |
| Quality Question Q4 | Predictability of Cost for the Commercial Partner Service |  | 7.5% |  |
| Quality Question Q5 | Predictability of Cost on the Programme |  | 7.5% |  |
| Quality Question Q6 | Value for Money |  | 15% |  |
| Quality Question Q7 | Collaboration |  | 15% |  |
| Quality Question Q8 | Sustainability |  | 5% |  |
| Total |  | 100% |  |

### The weighted quality score for each of the questions will be determined by the following calculation;



### Enabling a total weighted quality score out of 100 to be calculated.

## Stage 5 – Total Score

### The Tenderer’s Total Score will be informed by the total weighted quality score (as described in paragraph 10.5) and the Price Score and will be derived in accordance with [the table in this section below](#_bookmark73). A worked example is provided in [Appendix](#_bookmark91) G.

### The Tenderer who is ranked first following the application of the rules above will be taken forward to Stage 6.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Quality Score****(i)** | **70% Quality Score** **(i)\*0.7****(ii)** | **Weighted Price Score****(iii)** | **Total Score****(ii)+(iii)****(iv)**  |
| Tenderer A |  |  |  |  |
| Tenderer B |  |  |  |  |

### **Abnormally Low Tender**

### If Highways England considers that a Tender submission appears to be abnormally low, it will conduct an investigation in accordance with Regulation 69 of the Public Contracts Regulations 2015. Highways England reserves the right to undertake such an investigation at any stage during the tender process.

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

## Stage 6 - Contract Award

### Highways England reserves the right not to proceed with any Tender submissions made in response to the ITT.

### Following assessment of the Total Scores, approval will be sought to recommend the Highest Ranked Tenderer to be awarded the Call Off Contract.

### Highways England reserves the right to cancel, amend or vary this opportunity or such process at any point prior to the award of the Call Off Contract and with no liability on its part.

### Highways England will inform successful and unsuccessful Tenderers of its decision in accordance with Regulation 86 of the Public Contract Regulations 2015.

### Following the conclusion of the Standstill Period and provided that no claims in relation to the Tender have been issued against Highways England, Tenderers recommended for award may be issued with the Call Off Contract (populated with the relevant Tender submission) for execution. No contract will exist until the contract has been executed and completed.

Appendix A – Tender Query Form

Tender Queries are to be entered in electronic form as per the spreadsheet embedded below and sent via the eSourcing Portal at <https://highways.bravosolution.co.uk>. All details are to be included on this form, and no further attachments are to be sent. One question should be asked for each row; insert additional rows if necessary.



Appendix B – Quality Questions

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Criteria & Ambition | Question Number | Question | Requirements | Sub-Weighting |
| **Leadership, Experience & Behaviours**Leadership that has the experience and capability in respect of programmes of the size and complexity of LTC and the right behaviours to retain and drive high performing teams that are aligned against the programme culture and objectives  | **1** | Please provide details of how you propose to make the right people available and demonstrate behaviours in management to drive a high performing team providing expert commercial advice to the programme of the scale and complexity of LTC | Your response must include:1. Your proposed approach to the selection, retention and succession strategy for the leadership team during the life of the Call Off Contract
2. Your approach to leadership which:
* enables efficient decision making including owning and implementing client decisions, and
* enables ongoing corporate alignment (meaning the process of creating and continuing unity between Highways England’s and the Tenderer’s businesses through a shared vision of success, strategy, leadership and structure) and customer care at executive level over the duration of the Call Off Contract.
1. How high performing behaviours are embedded into the leadership team and the wider Integrated Client Team, with particular emphasis on how this will be established during mobilisation
2. Your proposed approach to providing the right experience and capability from the Leadership Team to the programme of similar types to Lower Thames Crossing
3. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **20%** |
| **Driving Performance**The successful introduction and management of relevant timebound KPIs, that support and enhance sustained performance of the Commercial Partner services | **2** | Please provide details of how you will use your KPIs to improve performance across your own and other contracts throughout the life cycle of the programme.  | Your response must include:1. With reference to Highways England’s KPIs, set out in the Incentivisation Schedule, include details of how you would review effectiveness of these KPIs at each review point, and ensure that data informing them is transparent and accurate
2. How Highways England’s KPI data will be used by you to identify lessons learnt and to continuously improve your performance throughout the life of the Call Off Contract
3. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **10%** |
| **Delivery of a Commercial Service**Delivery of a commercial service as an integrated partner to Highways England which delivers value and improved performance across all the programme contracts. | **3** | Please provide details of how you will mobilise effectively,drive value for money and ensure delivery of contractual requirements against all the contracts on the programme.  | Your response must include:1. How you will assess the capabilities of your internal or supply chain resource to effectively deliver the commercial service required by the Call Off Contract.
2. Your approach to the successful drafting and implementation of your first Service Contract Management Plan
3. Your proposed approach to drafting your first Annual Audit Plan and processes to be applied for carrying out successful audits, with reference to how you would use efficient and best practice computer added techniques to drive improvement
4. How you will carry out a successful mobilisation process, how you will align your services with the Integration Partner and integrate your plans within the overall programme with reference to your mobilisation plan
5. How you will carry out the successful identification, management and mitigation of existing and potential future conflicts of interest
6. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **20%** |
| **Predictability of Cost for the Commercial Partner Service**The delivery of accurate forecasts of Task Order spend to effectively manage delivery of the Commercial Partner services within the programme target. | **4** | How will you ensure accurate cumulative spend for each Task Order against the Baseline Cost Estimate, ensure any budgetary risk is minimised and deliver predictability against the +/- 5% programme target? | Your response must include:1. How efficiencies within the Call Off Contract will be identified and successfully implemented
2. Details of processes and checks you would put in place to ensure appropriate cost control, accurate forecasting and budgeting, and timely effective monitoring of spend against Task Orders to ensure you remain within budget and predictability targets
3. Details of processes you would put in place for managing Subconsultant costs and payments in accordance with the Call Off Contract
4. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **7.5%** |
| **Predictability of Cost on the Programme** | **5** | How will you ensure accurate cumulative spend for all the supply chain on the programme, ensure any budgetary risk is minimised and deliver predictability against the +/- 5% programme target? |  Your response must include:1. How you will collaborate with the Integration Partner, the Technical Partner, the Main Works Contractors and all Ancillary Contractors to implement effective cost control and predictability measures across the programme.
2. How you will collaborate with the Integration Partner to ensure that there is a clear link between cost and schedule management across the programme and how you will work with the Integration Partner to drive effective risk and opportunity management
3. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **7.5%** |
| **Value for Money**Proactive identification and maximisation of value for money across the programme  | **6** | Please describe your approach to delivering proven best practice and additional value? | Your response must include:1. How you will ensure value for money is provided for the Call Off Contract, and the wider overall programme.
2. How you will identify and enable proven best practice and added value in the delivery of the commercial services and across the LTC Programme
3. How you will ensure processes are kept under regular review and updated accordingly throughout the duration of the Call Off Contract
4. How you will prevent duplication of cost on the programme, especially between the Integration Partner and you and how will you identify and manage any disallowed costs on the programme
5. How you will ensure all information shared is accurate and delivered in timely way
6. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **15%** |
| **Collaboration**Working together with the wider Integrated Client Team and other contracts, to support the successful delivery of the wider programme of works | **7** | Please describe how you will work collaboratively within the Integrated Client Team, especially with the Integration Partner. Please describe how you will work collaboratively with the Main Works Contractors and other suppliers to drive performance and avoid disputes. | Your response must include:1. How you will ensure that the services provided align with the service from the Integration Partner and how you will work collaboratively with the Integration Partner to provide the best collective support to Highways England on the programme
2. Promoting collaborative behaviour and sharing best practice with the wider Integrated Client Team, Main Works Contractors, our other suppliers and stakeholders.
3. How you will effectively manage dispute resolution and maintain effective working relationships with the programme supply chain in order to avoid any impact on performance across the programme.
4. How you will partner with Highways England on the programme and support the LTC Programme Team in the wider Highways England initiatives i.e. CPF, Efficiencies capture and evidence etc.
5. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **15%** |
| **Sustainability**Delivering better outcomes, and considering the impact of our work on people and the planet | **8** | Please provide details on your approach to social value over the term of the Call Off Contract ensuring how you will support the region to deliver the service sustainably and for the benefit of the community it serves | Your response must include:1. How you will provide local employment including apprenticeship opportunities throughout the Call Off Contract.
2. How you will engage with the community and local organisations to support Highways England in delivering the wider benefits on the programme including without limit:
* Use of Staff (as defined in the Call Off Contract) volunteers for Highways England led local initiatives
* Support Highways England in engaging with local schools on STEM initiatives
1. How you will support Highways England target of 30% Small Medium Enterprise engagement on the Call Off Contract and LTC programme
2. How you will support Highways England with achieving its ambitions for the LTC Programme to achieve carbon neutral.
3. Reference to the relevant section of the Resource Loaded Schedule (Uncosted) and the applicable key people CVs and the relevant resources within the organisational chart, as outlined in paragraph 8.2.4 and 8.2.5
 | **5%** |

Appendix C – Scoring Criteria

**Quality Questions – Scoring Table**

| Banding | Score | Description |
| --- | --- | --- |
| No response | 0 | The response will score a zero |
| Unsatisfactory | 1 | An unsatisfactory score will be applied if:1. The response does not answer the question, or fails to address one or more of the requirements; or
2. The methodology lacks basic explanatory detail or there is little, or no supporting evidence provided; or
3. Tender Commitments lack defined outputs or fail to describe how they will contribute to the achievement of the ambition

Overall the response provides Highways England with unsatisfactory confidence that the ambition will be achieved |
| Weak | 3 | A weak score will be applied if:1. The response answers the question and addresses all the requirements; and
2. The response is supported by methodology linked to the ambition, which includes defined procedures, resources and systems, which is supported by evidence; and
3. The Tender Commitments contain outputs based on the methodologies

and* The methodology does not directly support the delivery of the ambition, or
* The methodology and evidence are lacking in relevant detail, or
* The Tender Commitments are either not time based or do not describe how they will support the achievement of the ambition

Overall the response provides Highways England with weak confidence that the ambition will be achieved. |
| Good | 6 | A good score will be applied if: 1. The response answers the question and addresses all the requirements; and
2. The response is supported by methodology directly supporting the delivery of the ambition, which includes defined procedures, resources and systems, and is supported by evidence. The methodology and evidence may be lacking in detail but in minor areas only; and
3. The Tender Commitments collectively support the delivery of the ambition, and capture the methodology, with defined time-based outputs

Overall the response provides Highways England with good confidence that the ambition will be achieved. |
| Very Good | 8 | A very good score will be applied if: 1. The response meets the standard for good; and
2. Both methodology and evidence are fully detailed; and
3. The evidence demonstrates a very good likelihood of successful implementation; and
4. The Tender Commitments contain outputs planned at times to optimise delivery of the ambition.

Overall the response provides Highways England with very good confidence that the ambition will be achieved. |
| Excellent | 10 | An excellent score will be applied if the response:1. Meets the standard for very good; and
2. Demonstrates it will provide innovations and contribute to continuous improvement.

Overall the response provides Highways England with excellent confidence that the ambition will be achieved. |

Appendix D – Form of Tender



Appendix E – Price Submission

1. **The Commercial Workbook**
	1. Tenderers are to complete the Commercial Workbook in accordance with the information and guidance notes provided within the Commercial Workbook on the eSourcing Portal.
	2. The commercial workbook incorporates RM3741 Crown Commercial Service Schedule 3 (Framework Prices and Charging Structure) Lot 1 Cost Consultant 10F Part 2 Time Charge Fees - Core Services plus applicable Regional Variation adjustments only. The commercial workbook does not include or incorporate Part 1: Percentage Project Fees and as such they do not form part of this Call-off Agreement.
	3. Tenderers must price all items, rates and percentages in the Commercial Workbook. The Commercial Workbook is incorporated into the Contract as the Pricing Schedules at Volume 3C.
	4. The Commercial Workbook is in the form of two spreadsheets (Annex A & B), including separate tabs to be completed by the Tenderers for the Commercial Partner’s scope activities, namely:
* CS3 – Project Management Office including Integrated Project Controls (PMO)
* CS6 – Quality Management
* PS7 – Utilities Management and Third-party Agreements Support
* PS8 – Contract Management
* PS10 - Risk and Opportunity Management
* SP1 – General Systems Requirements
	1. **Annex A: Pricing Schedule**

Annex A contains the resources and build-up for each Delivery Phase (as defined in the Call Off Contract) including the Mobilisation Phase (as defined in the Call Off Contract). The Time Charges (as defined in the Call Off Contract) are determined using the all-in day staff rates calculated within Annex B of the Commercial Workbook. These amounts are used to determine the Baseline Price Estimate (as defined in the Call Off Contract) and Target Cost (as defined in the Call Off Contract) for each Delivery Phase including the Mobilisation Phase.

* 1. **Annex B: Staff Rate Card**

 Annex B contains the build-up of the all-in day rates for each of the categories of Staff (as defined in the Call Off Contract) (whether an employee of the Consultant or of a Subconsultant), for any of the Tenderer’s offices within the UK, Tenderer’s offices outside the UK and offices provided by Highways England. The above calculated all-in day rates must match or not exceed the Tenderer’s current (May 2021) maximum adjusted framework rates included within their RM3741 Framework Agreement as per section 1.2 above. The build-up of the Staff Rates (as defined in the Call Off Contract) required in Annex B must set out or include for all types of associated overhead, non-productive costs including the costs of managing andadministering the Call Off Contract, employee costs and profit etc. so that the Staff Rate is an "all-inclusive" rate. All Staff are to be allocated to the appropriate category set out in the role descriptions within Annex B.

The Staff Rates in Annex B are each a daily rate. For whole hours worked less than 8 hours in any calendar day, the Time Charge is determined pro-rata based on the number of hours worked (rounded down to the nearest half-day).

* 1. **Annex C: Highways England Populated Pricing Schedule**

Annex C is an Employer’s resourced version of Annex A. It shows the correlation of resource pricing and number of full time equivalents (FTEs) included for. The resources indicated reflect Highways England’s assumptions in relation to the resource required, however Tenderers are to form their own view on resourcing and methodology to be used, and price Annex A accordingly.

1. **Evaluation of the Price Submission**
	1. The total price as determined within the Annex A pricing workbook will be the amount to be used for evaluation of the Price Submission.
	2. The total price will then be converted into a Price Score. The maximum available Price Score is 30, which will be awarded to the Tenderer with the lowest total price as determined in Annex A above. There will be no negative scoring, so the minimum possible Price Score is zero.
	3. The other Tenderers will then be awarded a Price Score on a pro-rata basis in the ratio of the lowest total price divided by each of the other Tenderer’s total prices multiplied by the price weighting:

$$Price Score= \frac{Lower Tender Price}{Tenderer Price} x 30$$

For example, if the lowest Tenderer’s total price is £500,000, and the next lowest Tenderer’s total price is £550,000; the second Tenderer will be awarded a Price Score of 27.3 ((£500,000 / £550,000) x 30 = 27.27%). Price Scores will be calculated to one decimal place.

* 1. A worked example is provided in IfT Appendix G.
	2. If the Tenderer with the lowest total price is excluded from the competition, then the second lowest priced Tender will score 30 and the other Price Scores will be re-calculated in accordance with paragraph 2.3 of this Appendix.

Appendix F – Tender Commitments Register

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Question** | **Tender Commitment** | **Location of Tender Commitment in Quality Submission** | **Location of Tender Commitment in Price Submission** |
| [Q1 –X] |  | [Page X of Quality Questions] | [Cell X of Commercial Workbook] |
| [Q2 – X] |  | [Page X of Quality Questions] |  |
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Appendix G – Worked Example

**Price Scoring Example**

The table below shows the application of the formula set out at paragraph 2.3 of Appendix E (Price Submission) (repeated below) to get to weighted scores from Price Scores:

$$Price Score= \frac{Lower Tender Price}{Tenderer Price} x 30$$

The table below shows a worked example of how the total Price Scores are calculated. In this example Tenderer A had the lowest overall total price. Tenderers are to note that all examples in this Appendix are for indicative purposes only.

|  |
| --- |
| Example Price Score Calculation |
| Tenderer | Total Price | Price Score |
| A | £961,015.99 | 30.0 |
| B | £1,088,956.47 | 26.5 |
| C | £1,431,998.49 | 20.1 |
| D | £1,051,402.24 | 27.4 |
| E | £1,108,002.54 | 26.0 |

**Quality Scoring Example**

The table below shows the application of the formula set out at paragraph 10.5 (repeated below) to get to weighted scores from Quality Scores:

**Where the Quality Score and appropriate weighting are set out in the relevant columns below:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Question No | Criteria | Quality Score (/10) | Weighting (%) | Weighted Quality Score (/100) |
| Quality Question 1 | Leadership, Experience & Behaviours  | 6 | 20.0% | 12.0 |
| Quality Question 2 | Driving Performance | 8 | 10.0% | 8.0 |
| Quality Question 3 | Delivery of a Commercial Service | 8 | 20.0% | 16.0 |
| Quality Question 4 | Predictability of Cost of the Commercial Partner Service | 6 | 7.5% | 4.5 |
| Quality Question 5 | Predictability of Cost on the Programme | 3 | 7.5% | 2.3 |
| Quality Question 6 | Value for Money | 10 | 15% | 15 |
| Quality Question 7 | Collaboration | 6 | 15% | 9 |
| Quality Question 8 | Sustainability | 8 | 5% | 4 |
| **TOTAL** |  | 100% | 70.8 |

**Total Score Calculation**

Combined total weighted Quality Scores and Price Scores has been outlined in the table below.

The Total Score for each Tenderer is derived from the addition of 70% of the total weighted Quality Score and 30% of the Price Score.

The table below shows a worked example of how the Total Scores are calculated. In this example Tenderer D had highest Total Score. Tenderers are to note that all examples in this Appendix are for indicative purposes only.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Quality Score****(i)** | **70% Quality Score** **(i)\*0.7****(ii)** | **Weighted Price Score****(iii)** | **Total Score****(ii)+(iii)****(iv)**  |
| Tenderer A | 70.8 | 49.6 | 30.0 | 79.6 |
| Tenderer B | 80.8 | 56.6 | 26.5 | 83.1 |
| Tenderer C | 76.7 | 53.7 | 20.1 | 73.8 |
| Tenderer D | 92.4 | 64.7 | 27.4 | 92.1 |
| Tenderer E | 78.2 | 54.7 | 26.0 | 80.7 |



Appendix H – Highways England’s Fair Payment Charter

1. 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.
2. 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\*.
3. 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.
4. ‘Fair Payment’ will apply equally between the client and lead contractor and throughout the supply chain.
5. The process will be transparent, and members of the supply chain will have certainty of how much and when they will be paid.
6. Companies will consider, where appropriate, operating relevant contracts on an open book basis.
7. 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.
8. 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.
9. 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.
10. Monitoring compliance with the Charter principles will be built into Highways England’s performance management tool, or any tool replacing it) used for Performance Measurement”.
11. \*This charter aims to align with the principles outlined by the Office of Government Commerce in its “Guide to Best Fair Payment Practice”. It is not intended to be a legally binding document and will not be used in construing any contractual commitment.
12. \*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 the Call Off Contract

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

Company name Representative’s name Signature

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

Position Date

…………………………………………………………………………………………



Appendix I - Anti-Bribery Code of Conduct

 **Highways England’s 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:
	1. Offer, promise, pay or provide bribes\* to any person
	2. Request, agree to accept or receive bribes
	3. Offer hospitality to Highways England staff that would breach the requirements of Annex A
	4. 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:
	1. Have a zero-tolerance of bribery offences throughout our organisation;
	2. Conduct risk assessments to identify and monitor potential bribery risks;
	3. Adopt due diligence measures to vet and approve third parties performing services on our behalf;
	4. Have clear, practical and accessible policies and procedures to address potential risks of bribery, and to prevent bribery;
	5. Provide education and awareness to all our employees on anti-bribery;
	6. 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;
	7. Deal effectively with any occurrences of bribery; and
	8. Act at all times in good faith, impartially and in accordance with a position of trust.
4. We agree to:
	1. 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
	2. immediately notify Highways England of any breach of paragraph 2 above.

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

Company name: ……………………….. ……………….

Representative’s name: ……………………….. ……………….

 Signature:

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

 Position: ……………………….. ……………….

Date: ……………………….. ……………….

**Annex A**

Offer -

1. 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;
2. Benefits and/or hospitality and / or entertainment such as cocktail parties, meals, receptions, presentations and conferences; and also invitations to social, cultural and sporting events; and
3. Overnight accommodation and travel to and from a venue at which an event is being held.



Appendix J - Anti-Fraud Code of Conduct

**Highways England 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:
	1. Submission of false or inflated claims or invoices for payment or reimbursement;
	2. Intentional distortion of financial statements or other records;
	3. False or fraudulent financial reporting or making false or fictitious entries concerning accounts, equipment or supplies;
	4. Forgery or alteration of any documents such as cheque, bank draft or any other financial documents including destruction or removal of records;
	5. Impropriety in the handling or reporting of money or financial transactions;
	6. Theft or misappropriation of assets or funds;
	7. Disclosure of confidential information to third parties without authority for personal gain; and
	8. The payment of excessive prices or fees where they are not justified.
3. We agree to:
	1. 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
	2. Immediately notify Highways England of any breach of this Code.

Company name: ……………………….. ……………….

Representative’s name: ……………………….. ……………….

 Signature:

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

 Position: ……………………….. ……………….

Date: ……………………….. ……………….

Appendix K - Anti-Collusion Certificate

1. We certify that this Tender is made in good faith, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work: -

(i)(a) communicate to any person (outside this consortium) other than the Secretary of State or a person duly authorised by him in that behalf the amount or approximate amount of the Tender or proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

(i)(b) enter into any agreement or arrangement with any person (outside this

consortium) that they shall refrain from tendering, that they shall withdraw any Tender once offered or vary the amount of any Tender to be submitted;

1. pay, give or offer to pay any sum of money other valuable consideration directly or indirectly to any person (outside this consortium) for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work, any act or thing of the sort described at (a) or (b) above.

2. We further certify that the principles described in paragraphs 1(i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word ‘person’ included any persons and anybody or association, corporate or non-corporate; ‘any agreement or arrangement’ includes any transaction, formal or informal and whether legally binding or not; and ‘the work’ means the work in relation to which this Tender is made.

Dated this:.........................................................day …………………..…………...

Signature:...............................................……………………………................................

In the capacity of:…………………...........................................…………………..............

Duly authorised to sign tenders and acknowledge the contents of the Anti-Collusion Certificate for and on behalf of:

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

Postal Address:-

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Fax No:.......................................………………………………………………………........

Telephone No:…………………………………………………………………………...

Appendix L – Information Assurance

Tenderers are to cover the questions below, giving descriptions where appropriate. This section is not scored and is not part of the quality assessment however, if Tenderers answer “no” to any of the questions they must provide enough information to show that their policies and processes would align to Highways England’s policy, and how. The Procurement Officer may request further information to clarify any aspect of the response. If, following further request of information, the Tenderer has been unable to demonstrate that appropriate measures are in place to ensure the security of the data being held, then the Tender submission may be rejected, and the Procurement Officer will inform the Tenderer at this stage.

|  |  | Yes | No |
| --- | --- | --- | --- |
| 1a)b) c)d) | Does the Tenderer have a Data handling policy?If “no” please identify what process your Company have in place and how instructions are escalated to employersTenderer to describe their current data handling policy Tenderer to provide a link to their data handling policy on their website or provide a copy |  |  |
| 2a)b)c)d) | Does the Tenderer have a quality management system (QMS)?If “no” please identify what systems your company has in place that manages your policies, processes and procedures Tenderer to describe this system in relation to information assurance / data handling. If “yes” Tenderer to provide a link to their QMS or provide a copy |  |  |
| 3 | Tenderer to confirm that they have read and understood the *Employer*’s data handling / information assurance policy  |  |  |
| 4 | Tenderer to confirm that their methods of storing data (electronic and paper based copies) meet the requirements of the Highways England’s data handling policy.Tenderer to describe these methods and show how they will align with Highways England’s policy.  |  |  |
| 5 | Will the data be hosted outside the UK?Will any support for the data hosting be outside the UK?If the answer to either of those questions is “yes”, Tenderer to state where, provide evidence that they are adhering to the appropriate legislation, and describe how they are meeting those requirements. |  |  |
| 6 | Tenderer to confirm what security standards their IT equipment (networks, server, end user computing such as laptops, and removable media) aligns or is certified to.Tenderers to provide evidence of alignment or certification. |  |  |
| 7 | Tenderer to confirm that the methods of transferring data between approved parties meet the requirements of Highways England’sdata handling policy.Tenderer to describe how? |  |  |
| 8 | Tenderer to confirm that the retention of data files (both electronic and paper based copies) meets the requirements of Highways England’s records management policy.Tenderer to describe how? |  |  |
| 9 | Tender to confirm that the disposal of data (both electronic and paper based) meets the requirements of Highways England’s records management policy.Tenderer to describe how? |  |  |