



# **HISTORICAL RAILWAYS ESTATE (HRE)**

## **WORKS FRAMEWORK**

### **INSTRUCTIONS FOR TENDERERS**

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## **1. HIGHWAYS ENGLAND**

### **1.1 Introduction**

1.1.1 Highways England strives to be a world class highways company, providing a strategic road network that supports economic growth, whilst delivering public value for money and a consistently positive experience for road users.

1.1.2 Our ambition is to ensure our major roads are more dependable, durable and most importantly are safe.

1.1.3 We work hard to make sure our road network is:

- free flowing – where routine delays are infrequent, and journeys are reliable
- safe and serviceable – where no-one should be harmed when travelling or working
- accessible and integrated – so people are free to choose their mode of transport and can move safely across and alongside our roads

1.1.4 We further aim to:

- support economic growth with a modern and reliable road network that reduces delays, creates jobs, helps business and opens up new areas for development
- ensure our activities result in a long term and sustainable benefit to the environment

### **1.2. Highways England Services**

1.2.1 Highways England (HE) has a core purpose to operate, maintain and improve England's motorways and major A roads. In addition, HE is required by the Secretary of State to deliver certain functions and responsibilities as set out in various protocols. The Historical Railways Estate (HRE) includes former railway structures, including a few parcels of associated land, in England, Scotland and Wales and is the subject of Section 5 of the Protocol Agreement <sup>(1)</sup>.

1.2.2 The Department for Transport (DfT) have tasked Highways England to source the Historical Railways Estate requirements. At this stage it is unclear whether Historical Railways will continue to be managed by Highways England or whether this activity will transfer to another entity within the DfT family. It is therefore fundamental that all contracts that are procured can be novated to another public body or company should the need arise.

### **1.3. HISTORICAL RAILWAYS ESTATE**

1.3.1 Responsibility for maintaining the HRE was transferred to Highways

Agency in September 2013, following the abolition of British Railways Board (Residuary) Ltd. To ensure ongoing stability, those responsibilities then transferred to Highways England on creation of the company in April 2015.

- 1.3.2 In total, there are 26,961 structures recorded in the HRE database. The overall majority of these have been sold or transferred over the previous decades. The 3190 remaining structures, which make up the HRE, are now owned by the Secretary of State. Of these 3190 structures, over 70% have some level of public interface (e.g. public road, path or cycle route). Due to the sale of former track beds and often remote locations of closed railway lines many structures are in isolated, often challenging locations with many subsequently affected by changes in the use and recent development of adjoining land.
- 1.3.3 Most of these structures are over 120 years old (significantly beyond their design life from a modern-day asset perspective), with the oldest structures dating from the mid-19th century. Each of the structures have been non-operational from a railway perspective for at least 40 years and have in the main, been subject to a less than minimum level of reactive maintenance since closure of the respective railway lines. This relates to the civil engineering maintenance of historical structural and land assets associated with former railways which are now closed.
- 1.3.4 There are 3190 assets throughout mainland Great Britain. 3102 are structure assets and the remaining 88 are residual land assets which may require minor works intervention from time to time. Approximately 75 structures are Listed. A number of structures are located in areas of conservation, Sights of Special Scientific Interest (SSSI's), etc.
- 1.3.5 Works requirements can be defined as:
- Major works
  - Minor works
  - Emergency response works
- 1.3.6 The scope of works includes, but is not limited to the following:
- Major Works (typically Package Orders more than £200k)
    - demolition, waterproofing, masonry brickwork and stonework repairs,
    - repair and protective treatment of metallic structures.
    - structure range includes bridges, viaducts, tunnels and shafts, culverts and retaining walls.
  - Minor Works (typically Package Orders less than £200k)
    - clearance of vegetation, masonry brickwork and stonework repairs and pointing
    - stabilisation of loose masonry and providing safety and or security fencing, reactive response to unauthorised access.
    - structure range includes bridges, viaducts, tunnels and shafts, culverts, retaining walls and land assets.

- Emergency response (the ability to attend site within 4 hours)
  - make the site safe and carry out minor repairs.

The full scope of works is shown in the Scope ([Annex B](#)).

## 2. THE TENDER PERIOD PROCESS

### 2.1 General

2.1.1 These Instructions for Tenderers (IfT) apply to the submission of tenders for the Historical Railways Estate (HRE) Works Framework. The tender process is carried out under the OJEU Open Procedure following the publication of a contract notice. Highways England Company Limited (Highways England) is seeking to appoint *Contractors* to this Framework for each of the following Lots. These areas are referred to as follows:

- **Lot 1** – National - Major Works  
Typically orders more than £200k  
Awarded following secondary competition
- **Lot 2** – North - Minor Works & Emergency response  
Typically orders less than £200k  
Awarded via Direct Allocation
- **Lot 3** – South - Minor Works & Emergency Response  
Typically orders less than £200k  
Awarded via Direct Allocation

**Note:** Emergency response is the ability to attend site within 4 hours

2.1.2 It is also anticipated that in certain circumstances where a need arises, Tenderers that are awarded a Lot or Lots, may be approached to carry out work across other HRE Works Lots as an additional Task. [Annex N](#) of these Instructions for Tenderers gives information on tendering for each Lot, and sets out the circumstances when work may be instructed outside a *Contractor's* awarded Lot(s). Tenderers will be required to state which Lot(s) they are tendering for and their order of preference. Tenderers should be able to demonstrate capability of the work defined in the Scope ([Annex B](#)) for the Lot(s) they are tendering for, and be prepared to support on other lots should a need arise.

2.1.3 The tender process seeks to determine the most economically advantageous tenders to Highways England for each Lot. These will be compliant, sustainable and affordable bids which meet the selection criteria and which have validated overall scores higher than the overall scores for the unsuccessful tenders received for that Lot.

2.1.4 Tenders must be submitted in accordance with these instructions. Tenders not complying with these Instructions may be rejected by

Highways England whose decision in the matter will be final. These Instructions will not form part of the proposed contract.

- 2.1.5 For enquiries contact Highways England via the e-Sourcing portal ([Annex U](#)) <https://highways.bravosolution.co.uk> for the Historical Railways Estate (HRE) – Works Framework Contract. The Procurement Officer for this competition is Jodie Cox at Highways England. Contact with the Procurement Officer must be made via the e-Sourcing portal only. Except where otherwise directed in these Instructions, Tenderers must not contact any person in relation to this competition other than the Procurement Officer or, if nominated, their designated deputy. The name of any designated deputy will be confirmed in writing.
- 2.1.6 Tenderers are to identify a single point of contact in their organisation to communicate with the Procurement Officer.
- 2.1.7 The contents 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 and must be treated as private and confidential at all times. Tenderers must not 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 the tender. If you are unable or unwilling to comply with this requirement you are required to destroy these Instructions and all associated documents immediately and not to retain any electronic or paper copies. Tenderers must not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium.
- 2.1.8 Under the Freedom of Information Act 2000 (as amended) (“the Act”), Public Contracts Regulations 2015 and the Environmental Information Regulations 2004 (EIR) Highways England may be obliged to disclose information relating to the tender process including any tenders received.
- 2.1.9 Under the Cabinet Office Efficiency Reform Group’s Guidance Note dated December 2010 entitled “Transparency – Publication of New Central Government Contracts”, Highways England is obliged to publish the responses to this tender and the provisions of any contract let pursuant to it, excluding only information which is exempt from disclosure pursuant to the Freedom of Information Act 2000. Highways England’s initial view is that the only materials likely to be excluded from publication on this basis are as follows:
- Quality Statement.
  - CVs for the people listed in the Form of Key People Schedule.
  - Breakdown of the prices in the Activity Schedule/ Bill of Quantities, (but not the total of the Prices).
  - Breakdown of the Fee percentages and the Working Area overhead percentage.

2.1.10 Tenderers should be aware that Highways England could receive requests for any information relating to this contract or tender. Whilst Highways England reserves its discretion in responding to any such information request, tenderers are invited to request that certain information is not disclosed or published if to do so would prejudice their commercial interests or is otherwise exempt from disclosure under the Freedom of Information Act 2000. Requests for nondisclosure under the Freedom of Information Act 2000, must accompany the tender and include clear and substantive justification and a time limit when any confidential information could be disclosed. The terms of any confidentiality agreement would, if requested, be available for disclosure. Any request by the Tenderer under this paragraph is for information only and will not be taken into account in the tender assessment process, nor will it form part of any contract between Highways England and the Tenderer.

2.1.11 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, Highways England may disclose within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the *Contractor* to Highways England during this procurement. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the competition process.

2.1.12 Tenderers must immediately advise Highways England if

- their ownership or the ownership of any member of their tendering consortium (or their parent company) changes, or
- any organisation involved in the preparation of this contract is acquired by them or by any member of their consortium (or an associated company).

If Highways England considers that a change in ownership on either ground referred to in this paragraph has created a potential conflict, Highways England may exclude a conflicted Tenderer from the tender assessment. If excluded, the Tenderer will be notified by the Procurement Officer.

2.1.13 The Government has developed an approach to ensuring that previous poor performance by Tenderers can be taken into account and robustly assessed prior to entering into certain new contracts (as described in Procurement Policy Note – 'Taking Account of Bidders' Past

Performance'). This will give Government confidence, based on past performance, that those awarded such contracts are likely to perform them satisfactorily in accordance with their terms.

2.1.14 In addition, under the policy, Highways England will re-assess reliability based on past performance before key points in the procurement process (i.e. preferred bidder stage, conclusion of contract etc.). Tenderers will accordingly be asked to update the evidence they provide in relation to past performance to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed). A certificate of performance is contained [at Annex S](#).

## **2.2. Documents**

2.2.1 Instructions relating to documentation are contained in [Annex A](#).

2.2.2 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 should not be disclosed to persons unconnected with the tender and should be returned to Highways England on completion of tender procedures. These provisions apply equally to drawings and other information supplied for the purpose of the tender, the property rights of which vest in a third party.

## **2.3. Tender communications**

2.3.1 Any queries from Tenderers regarding the tender documents must be made via the e-Sourcing portal on the Tender Query Form supplied in [Annex C](#) and sent to the Procurement Officer via the e-Sourcing portal no later than 14 calendar days prior to the date of return of tenders.

2.3.2 All tender queries will be acknowledged and answered by the Procurement Officer. Queries regarding the tender documents and the responses to the queries will be issued to all Tenderers via the e-sourcing portal, allowing a minimum of a week for final bid preparation. If any answer requires a change to the tender documents then a tender amendment will be issued.

2.3.3 Tender amendments are changes to the tender documents that are made in writing by the Procurement Officer and issued to all Tenderers. Only in exceptional circumstances will tender amendments be issued after tenders have been submitted in the form of a post tender amendment. In such circumstances, the Procurement Officer will notify all Tenderers of the required action.

2.3.4 Highways England officers and their 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.

## **2.4. Tender Programme**

2.4.1 The indicative tender period timetable is included at [Annex D](#).

## **2.5. Cancellation of Tender**

2.5.1 If Highways England decides:

- to cancel the tender or evaluation process at any stage;
- not to proceed with any proposal made in response to this Invitation to Tender; or
- not to accept a tender for any reason

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

### **3. SUBMISSION OF TENDERS**

#### **3.1. General**

3.1.1 Tenders and supporting documents must be written in English.

3.1.2 Tenders must be submitted in accordance with the tender documents, including any tender amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. Unauthorised alterations or additions must not be made to any component of the tender documents. Highways England's decision as to whether or not a tender complies with these Instructions will be final.

3.1.3 Tenders not received by Highways England by the tender return date and time may be excluded from further consideration. Offers should remain open for acceptance for 180 calendar days from the tender return date.

3.1.4 The Tenderer must sign and return the Highways England's:

- Fair Payment Charter included at [Annex K](#),
- Counter fraud bribery and corruption policy included at [Annex L](#)
- Highways England's Framework Information Documents.zip at [Annex M](#),

before the Tender can be accepted.

3.1.5 Any response in the negative may lead to the rejection of your tender. The tender should be returned via Highways England e-Sourcing portal for the Historical Railways Works Framework in the volumes set out in [Annex A](#). Documents are to be in Microsoft Office format. When uploading tender submissions upload the electronic files for each volume separately. No file is to be larger than 20Mbytes. Documents for Volume 1 must be uploaded into the Technical envelope. Documents for Volume 2 must be uploaded into the Commercial envelope.

3.1.6 Further notes on the contents of these documents are given below.

#### **Volume 1 – Quality Assessment**

#### **3.2. Stage 1 - Selection Questionnaire**

3.2.1 The Selection Questionnaire will be used to test the Tenderers economic and financial standing, to carry out a basic check of the Tenderers Health and Safety policy and to test the Tenderers relevant technical ability.

3.2.2 The Quality Assessment, Stage 1, must be completed using the template provided on the Bravo e-Tendering portal, as described in [Annex E](#).

- 3.2.3 This stage will be marked on a pass/fail basis, and should the Tenderer not meet this minimum criterion, the Tender response may not proceed to the next stage of the tender assessment process

### **3.3. Stage 2 – Quality Statement**

- 3.3.1 Tenderers must clearly identify which Lot(s) they are applying for, and list their order of preference by completing the table 9 in [Annex N](#). As quality questions and assessment criteria are identical across all Lots, Tenderers must only submit one quality submission.
- 3.3.2 The Quality Statement must follow the structure set out and cover the Items described in [Annex E – Submission Requirements](#). The Quality Statement must present each proposed approach to the contract for each lot; and provide sufficient evidence from previous projects undertaken by the Tenderer to demonstrate that the proposed approach is likely to be successfully delivered.
- 3.3.3 The Quality Statement must not exceed the page limits stated in [Annex E](#) in the Quality Assessment Scoring Criteria table.
- 3.3.4 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets and should print on both sides of each sheet. Text must be presented in “Arial” font and be no smaller than 11 point, single-spaced with the margins set at 2.5cm. The page limit and font size relate to the entire Quality Statement including paper covers, title pages, drawings, diagrams, flow charts and annexes. The pages of the Quality Statement must be numbered. Page numbers and other header or footer information may be included in the margin space
- 3.3.5 If the submitted Quality Statement exceeds the page limit then the tender may be rejected, or any additional pages following the number permitted will be removed prior to the quality assessment.
- 3.3.6 If Tenderers consider that the page limit is insufficient to provide the information required by these Instructions then a tender query should be raised. No guarantee can be given that the page limit will be increased.
- 3.3.7 Any table templates are also required to be populated with your information, however, additional information will be removed or rejected.

### **3.4. Stage 2 – Key people submission**

- 3.4.1 Tenderers are to provide an organisation chart and a description of their intentions for managing the Lot(s) they are tendering for under this framework, together with the completed Form of Key People Schedule ([Annex J](#)).

- 3.4.2 The organisation chart shall identify the posts and proposed location of key people and their teams. The skills, training and experience needed by the key people must be described. The submission must explain how the Tenderer intends to fill these posts and must demonstrate that the people named in the Form of Key People Schedule meet the stated requirements. Emphasis must be placed on how these people will use their skills to successfully deliver Highways England's objectives.
- 3.4.3 The submission must include the Form of Key People Schedule in [Annex J](#), listing the key persons proposed for the Lot(s) being tendered for on this framework and identifying any additional posts which Tenderers consider will be critical to the success of the project.
- 3.4.4 CVs and other evidence that the people identified meet the requirements for their posts are to be provided for the key people. The minimum period of availability is to be given for each key person. The submission page limit does not include the key people CVs (Each CV are to be no longer than 2 sides of A4).

### **3.5. Stage 2 – Multiple Lot Tenders: Resource Usage Submission Statement (for Multiple Lot only)**

- 3.5.1 Where a Tenderer is submitting tenders for multiple Lots, the Tenderer must include "Resource Usage Submission Statement", identifying and indicating how the resources for each Lot being tendered for will be provided. Where the same resources are identified as Providing the Works to two or more Lots then the Tenderer must advise how there will be no impact on providing the works in each of the Lots being tendered for. Where a tenderer proposes to use the same key people across two or more Lots, then the tenderer must include in the statement the key people's time to be available for each Lot (this should be indicated as a percentage of the weekly contracted hours)

### **3.6. Stage 2 – Methodology Submission**

- 3.6.1 Tenderers are to provide a detailed submission setting out their proposed methodology for the works to be carried out under the 6 Sample Work Packages that are provided at [Annex I](#).
- 3.6.2 This should consist of detailed specific methodologies for each of the sample Work Packages identified.
- 3.6.3 Tenderers must identify in each, any risks and issues and state how these will be dealt with using examples from their past experience on similar types of work.
- 3.6.4 For each of the sample packages the methodology statements are to provide:
- a programme providing the information required by the contract

to be shown on the first programme.

- a resource schedule describing the resources to be applied to each sample package. These must be in sufficient detail to identify individual resources and the total proposed resources for each operation on the programme.
- a method statement for each operation on the programme, describing the approach proposed for that task.
- a list of project risks in the format shown in [Annex O](#), identifying and describing the risk, to include the estimated effect of the risk on programme and cost, and describe the actions proposed to avoid or reduce the risk. It must not include any reallocation of risks.
- The methodology submission must not exceed the page limit, which is 18 sheets of A4 paper (36 sides) for the whole submission. The programmes are to be provided on 1 side of A3 paper each (The programmes are not included in the page limit).

### **3.7 Project Specific Health and Safety Submission**

3.7.1 Tenderers must note a project specific health and safety submission may be requested for future individual orders / package orders.

## **Volume 2 – Financial Assessment**

### **3.8 Lotting**

3.8.1 Tenderers must clearly identify which Lot(s) they are applying for. If applying for more than one Lot they must submit a separate finance submission and separately priced quotation information with the Lot name clearly marked on each.

### **3.9. Pricing of Sample Work Packages**

3.9.1 For each Lot that the Tenderer is applying for, Tenderers must complete the activity schedule and/or the bill of quantities for each of the sample Work Packages in [Annex I](#).

3.9.2 The sample Work Packages must be priced on the basis of the forecast Defined Cost plus Fee of “Providing the Works”, and be fully inclusive of the work described within each of the Work Packages.

3.9.3 Each individual rate in a bill of quantities has been prepared in accordance with the Civil Engineering Standard Method of Measurement, Third Edition, 1991 (CESMM3), modified and added to as described within each of the Major Site Works Packages

3.9.4 The Tenderer is to provide the forecast Defined Cost of People, Equipment, Plant and Material, Subcontractors, Charges, Manufacture

and Fabrication, and Design split for each item in an activity schedule and rate in a bill of quantities.

3.9.5 If requested by Highways England as part of this tender process, the Tenderer must be able to provide:

- the full detailed supporting documentation for the forecast Defined Cost of People, Equipment, Plant and Material, Subcontractors, Charges, Manufacture and Fabrication, and Design for each tendered item in an activity schedule and rate in a bill of quantities including all subcontracted items of work; and
- all supporting documentation used to derive the forecast Defined Cost of each tendered item in an activity schedule and each rate in a bill of quantities including, but not limited to, outputs, hourly rates, material costs and subcontract quotations if requested by Highways England.

3.9.6 When pricing each item in an activity schedule and rate in a bill of quantities, the Tenderer must allow for all risks which are not Highways England's risks.

3.9.7 The activity schedules and bill of quantities are provided as a Microsoft Office Excel spreadsheet. Tenderers must only enter the information requested and not amend any other aspect of the spreadsheet, which must be returned in original format. If the Tenderer tampers with the spreadsheet, Highways England may reject the tender.

3.9.8 The Tenderer is to price each item in an activity schedule and each rate in a bill of quantities. No spaces requiring information are to be left blank or marked "N/A", "nil", "-", or "included"; each item should be shown with actual forecast Defined Cost and details used by the Tenderer for pricing sample Work Packages works. The Tenderer must not include the price for one item in the price for another item. The price stated for an item or rate must not be conditional on the use of another item. A Tenderer must be able to provide evidence to substantiate any elements priced at "0.00" or below if requested.

3.9.9 Items must be priced to two decimal places.

3.9.10A tender that is priced on any other basis than that set out in this document will be rejected.

3.9.11 The priced sample Work Packages will form part of the Tenderer's quotation information

### **3.10 Commercial information**

3.10.1 For each Lot being tendered the tender is to include:

- a the Fee schedule, a build-up of the fee percentage quoted in the framework's Contract Data Part 2, which must follow the layout shown in the Pro-Forma for Fee Schedule ([Annex T](#))

- b Fee schedules, a build-up of the direct, Associated Company and subcontracted fee percentages quoted in the framework's Contract Data Part 2, which must follow the layout shown in Annex I.
- c substantiation of the percentages entered in the Fee schedule, in sufficient detail to demonstrate which elements of cost have been included in the direct and subcontracted fee percentages. The substantiation must be based on verifiable costs

3.10.2 All elements of the percentages (including any underlying figures) must be expressed to no more than two decimal places. A tender that is priced on any other basis will be rejected.

3.10.3 Tenderers are to note that each item or activity set out in the activity schedule and/or bill of quantities for each sample Work Package must be completed and separately priced.

3.10.4 Tenderers are not permitted to:

- price any item or activity in an activity schedule within another item or activity in the activity schedule
- cross-subsidise any item or activity within any other item or activity in the activity schedule
- make any assumptions regarding the use or relevance of any item or activity in any activity schedule
- duplicate any price in any activity schedule
- price any item or activity in a bill of quantities within another item or activity in the bill of quantities
- cross-subsidise any item or activity in a bill of quantities within any other item or activity in the in the bill of quantities
- make any assumptions regarding the use or relevance of any item or activity in any bill of quantities
- duplicate any price in any bill of quantities.

Tenderers who price on any other basis and/or make any such assumptions will be rejected.

3.10.5 In the event that a Tenderer prices an item or activity in any activity schedule or bill of quantities as zero, the Tenderer is confirming that both the Tenderer's forecast cost and the cost actually incurred and charged to Highways England will be treated as zero. Where a Tenderer prices an item or activity in any activity schedule or bill of quantities as zero, the Tenderer must provide Highways England with a detailed explanation of why the item or activity is zero. This information must be included in the Tenderer's quotation information in Volume 2

3.10.6 Tenderers are to note that these Instructions for Tenderers and the

contract do not provide for working capital or any other loans to Tenderers as part of this procurement process and Highways England can confirm that loans will not be provided by Highways England in any circumstances.

3.10.7 A tender that is priced on any other basis will be rejected

### 3.11 Resource cost schedule

3.11.1 NOT REQUIRED AT FRAMEWORK LEVEL

3.11.2 Resource cost schedules may be requested at order stage.

## Other Information

### 3.12 Information Assurance

3.12.1 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 provide a description of their proposals for handling information so that the suitability of their proposed Information Assurance solutions can be assessed. This will be assessed as a pass/fail and using in table 11 of [Annex P](#).

### 3.13 Parent Company Guarantee

3.13.1 If, after the selection process in [Volume 1](#), or later in the tender assessment process, Highways England requires a Parent Company Guarantee, the Tenderer will be required to provide a Parent Company Guarantee from the stated Parent Company.

3.13.2 Tenderers should note that a parent company guarantee may be requested at any point during the framework contract.

3.13.3 Where a Parent Company Guarantee is required, and the guarantor is a company incorporated in and subject to the laws of England and Wales under the Companies Act 2006, the Tenderer must submit from the stated Parent Company either:-

- a certified copy of the Board minutes from the Parent Company clearly and unambiguously confirming that they will enter into the Parent Company Guarantee when requested, or
- a letter signed by the Company Secretary and a Director (or two Directors) clearly and unambiguously confirming that they will enter into the Parent Company Guarantee when requested,

before a tender can be accepted

3.13.4 Where a Parent Company Guarantee is required before a tender can be accepted and the Guarantor is not a company incorporated in and

subject to the laws of England and Wales under the Companies Act 2006, the Tenderer must submit either:

- a certified copy of a Board minute from the Guarantor clearly and unambiguously confirming that the Guarantor will enter the Parent Company Guarantee when requested or
- a letter signed by the equivalent (under the law applicable to the Guarantor) of the Company Secretary and a Director (or two Directors) of the Guarantor clearly and unambiguously confirming that the Guarantor will enter into the Parent Company Guarantee when requested, together with evidence of the signatories' authority to offer the Parent Company Guarantee

accompanied (in either case) by a legal opinion from a lawyer or law firm acceptable to Highways England which is qualified and registered to practice in the jurisdiction in which the Guarantor is incorporated, confirming the validity of the Guarantor's commitment under applicable local law; the legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyer or law firm giving the opinion must not be subject to any financial limitation unless otherwise agreed by Highways England.

3.13.5 If the Tenderer does not return a certified copy of a Board minute or a signed letter and evidence of authority (and, where paragraph 3.14.1 applies, a legal opinion) as may be required above, then its tender will not be considered and will be rejected.

3.13.6 Tenderers are to submit with their tender a statement confirming that, if requested by Highways England, they will submit a Parent Company Guarantee.

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

3.14.1 If the Tenderer, or a consortium member of the Tenderer, or a proposed Guarantor is not a company incorporated in and subject to the laws of England and Wales (a "Foreign Entity"), then the Tenderer provides a legal opinion from a lawyer or law firm which is

- a qualified and registered to practise in the jurisdiction in which the Foreign Entity is incorporated and
- b accepted by Highways England (the Tenderer must discuss this with the Procurement Officer prior to tender return).

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

3.14.2 The legal opinion must also cover the following matters confirmation that:

- a. the Foreign Entity is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
- b. the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Agreement/Guarantee;
- c. all necessary corporate, shareholder and other action required to authorize the execution and delivery by the Foreign Entity of the Agreement/Guarantee and the performance by it of its obligations under it have been duly taken;
- d. confirmation of the proposed signatories/method of execution and confirmation that this will constitute valid execution by the Foreign Entity;
- e. the execution and delivery by the Foreign Entity of the Agreement/Guarantee and the performance of the obligations will not conflict with or violate:
  - the constitutional documents of the Foreign Entity;
  - any provision of the laws of the jurisdiction in which it is incorporated;
  - any order of any judicial or other authority in the jurisdiction in which it is incorporated; or
  - any mortgage, contract or other undertaking which is binding on the Foreign Entity or its assets; and

3.14.3 Assuming that the Agreement/Guarantee is binding under English law, the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;

- notification of any other formalities to be complied with under local law which may be necessary to enforce the Agreement/Guarantee in the Foreign Entity's place of incorporation, including for example notarisation, legalisation or registration of the Agreement/Guarantee;
- notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to Highways England under the Agreement/Guarantee;
- confirmation that Highways England will not be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Agreement or the Guarantor's entry into the Guarantee; and

- confirmation that the Foreign Entity and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or
- enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Agreement/Guarantee

#### 3.14.4 If a legal opinion

- does not confirm all the matters listed in paragraph 3.14.2(a)
- does not include the notification required by paragraph 3.14.2(b),
- indicates that withholding is required to be made under paragraph 3.14.2(c) or
- does not provide the confirmations required by paragraphs 3.14.2(d) and 3.14.2(e)

then the tender may be rejected.

### **3.15 Small and Medium Enterprises (SME)**

3.15.1 Highways England is committed to removing barriers to SME participation in its contracts and this includes sub-contracting opportunities. If you are proposing to sub-contract part of this contract, you should provide assurance that you have considered how SMEs could play a part and details of the measures you have put in place to encourage and enable their participation as your sub-contractors. If you are awarded the contract, we will ask you to provide regular information about your spend with SMEs under the contract and may publicise good practice on our websites and report such expenditure to other Government Departments.

3.15.2 This statement does not form part of the tender assessment and will not be assessed.

3.15.3 In addition to the above, Tenderers must return the other information set out in [Annex A](#).

## **4 TENDER ASSESSMENT PROCEDURE**

### **4.1 Evaluation Method**

4.1.1 Highways England's assessment of tenders will be carried out in four stages.

4.1.2 In the first stage, the Procurement Officer will check for tender

- 4.1.3 In the second stage the Selection Questionnaire will be assessed as in Annex E.
- 4.1.4 For the third stage the panels will evaluate and assess tender submissions, based wholly on the contents of the tender submission which must therefore contain all the information which Tenderers wish to be considered.
- 4.1.5 The final stage involves the sustainability check and confirmation of the availability of key people.
- 4.1.6 Tenderers should note that Highways England will investigate a potentially abnormally low offer as provided for under the Public Contracts Regulations 2015 on any aspect of a tender and at any stage of the procurement process and without prejudice to staged approach of the assessment process detailed below.
- 4.1.7 The Financial Assessment Panel and the Quality Evaluation Panel will work independently and will not have access to each other's assessments until after the validation of the quality submission and financial information. The quality assessors will keep in mind four key questions when reviewing submissions:
- **Confidence:** Do the proposed team, organisation and proposals give reassurance that the Tenderer is likely to deliver a flexible, driven, well balanced and improving service in a sustained manner, meeting the objectives?
  - **Value:** Do the proposals provide best value?
  - **Risk:** Has the submission identified all the risks presented by the proposal in delivering specified service levels and meeting Highways England's objectives? What has been put in place to control these risks and have contingencies been applied where appropriate?
  - **Collaboration:** Do the proposed team, organisation and proposals give reassurance that the Tenderer is able to work collaboratively to deliver a continually improving and sustainable service?
- 4.1.8 An equivocal tender or a tender which does not comply with the tender documents, including any tender amendments, may result in the tender being rejected.
- 4.1.9 Clarifications are statements requested from Tenderers by the Procurement Officer to remove any ambiguity from tenders. Tender clarification responses will be recorded in writing. If a Tender clarification response provides information not requested by the Procurement Officer then this information will not be accepted and may lead to the rejection of a tender.

- 4.1.10 The Procurement Officer may refer any concerns to the appropriate Tenderer, and unless the Tenderer is able to demonstrate that its proposals can be relied on, the tender will be rejected.
- 4.1.11 If a Tenderer does not indicate that they are tendering for a particular Lot they will not be assessed for that particular Lot.

## **4.2 General**

- 4.2.1 An equivocal tender or a tender which does not comply with the tender documents, including any tender amendments or post tender amendments, may result in the tender being rejected.
- 4.2.2 The Procurement Officer will notify any Tenderer that does not meet Stage 1 requirements.

## **Volume 1 – Quality Marking**

### **4.3 Stage 1 – Selection Questionnaire**

- 4.3.1 The economic and financial standing of the Tenderer will be assessed by qualified financial assessors using the information supplied in Part 3 of the Selection Questionnaire within [Annex E](#) and information supplied by Dun and Bradstreet. The assessment will be completed on a pass/fail basis against the financial tests outlined in these Instructions for Tenderers. Should a Tenderer not meet this criteria, it will not proceed to the next stage of the tender assessment process.
- 4.3.2 As detailed in 3.2, the responses to the technical ability and relevance criteria in [Annex E](#) will also be assessed. The assessment will be completed on a pass / fail basis. In the event of a tender being given a “fail” against any of the technical ability and relevance criteria, the tender will not be considered further.
- 4.3.3 The first stage of quality assessment would require each Tenderer to pass the Selection Questionnaire listed in the Bravo e-Tendering portal described in [Annex E](#). Presuming a pass mark is achieved the Contractor will move onto stage two of the quality assessment.
- 4.3.4 Tenderers which have not obtained a ‘Pass’ in this section will be notified by the Procurement Officer via the Bravo e-Tendering portal ([Annex U](#)).

### **4.4 Stage 2 – Quality Statement**

- 4.4.1 A Quality Evaluation Panel will mark the Quality Submission (including the Quality Statement, the Methodology Submission and Key People Submission).
- 4.4.2 The Panel will determine which **Quality Statement** provides Highways

England with the most confidence that Highways England's objectives will be delivered and continual improvement achieved. In marking the Quality Statement, the panel will take into account all the material supplied in Volume 1.

- 4.4.3 The Quality Evaluation Panel will award marks using the marking system given in Table 3 of [Annex F](#) and determine the total mark by completing Table 5 of [Annex H](#).
- 4.4.4 Any uncertainty over the meaning of the Quality Statement will be removed via tender clarification queries and tender clarification responses before the Quality Evaluation Panel complete their marking. No further tender clarification queries on the Quality Statement will be made after the marking is completed.
- 4.4.5 The Quality Evaluation Panel will mark the **key people submission**. The Quality Evaluation Panel will award marks using the marking system given in Table 3 of [Annex F](#) and determine the total mark by completing Table 5 of [Annex H](#).
- 4.4.6 The Quality evaluation panel will mark the **methodology submission**. The Quality evaluation panel will award marks using the marking system in Table 3 of [Annex F](#) and determine the total mark by completing Table 5 of [Annex H](#).

#### **4.5 Stage 2 - Multiple Lot Tenders: Resource Usage Submission Statement**

- 4.5.1 The Quality Evaluation Panel will consider any Resource Usage for Multiple Lot Submission Statement. The Quality Evaluation Panel will check whether with the proposed resources there is adequate coverage, including any conflict of resources, possibly via post tender clarifications. If the Quality Evaluation Panel is not satisfied that the resources proposed for each Lot provide adequate coverage (i.e. are conflicting), then a tender may be rejected. Highways England will consider the Tenderer's preference response to [Annex N](#) in its consideration of any tender rejection. If a tender is rejected then the Procurement Officer will inform the Tenderer via the Bravo e-Tendering portal ([Annex U](#)).

#### **4.6 The Quality Score**

- 4.6.1 The Quality Statement will be given marks out of a maximum of 90 as shown in [Annex H](#).
- 4.6.2 The minimum quality requirement for this contract is to reach a threshold of 40, before the score is normalised, for the quality submission. A tender that has failed to achieve the minimum quality requirements may not be considered further in the tender assessment, and if excluded, the

Tenderer will be notified by the Procurement Officer. If the tender is not excluded the marks achieved by the tender will be used in subsequent calculations. The marks for the Quality Questions, Collaboration, Methodology & Key People with weightings as follows:

- Health & Safety (30%)
- Collaboration (10%)
- Delivery (20%)
- Sustainability (10%)
- Methodology (20%)
- Key People (10%)

After total weighted scores have been normalised. The combined mark will be rounded to one decimal place.

4.6.3 The tender with the highest total mark will be given a score of 90. The score of other Tenderers will be calculated by deducting from 90, one point for each full percentage point by which their mark is below the highest.

4.6.4 The normalised Quality Score will then be factored to a score of 70%

#### **4.7 Project Specific Health and Safety Submission**

4.7.1 Not required at Framework level but may be requested at Secondary Competition or Package Allocation level as appropriately needed. See Scope ([Annex B](#)).

### **Volume 2 – Financial Assessment**

#### **4.8 Financial Scoring**

4.8.1 A Financial Assessment Panel will calculate a price, for each lot, for each Tenderer who has not been excluded. The price will be calculated from the Prices set out in the financial submission documents for each lot found in [Annex G](#) - "Financial Submission Requirements".

4.8.2 The Financial Assessment Panel consists of Highways England employees. Members of the Quality Evaluation Panel will not be members of the Financial Assessment Panel.

4.8.3 Based on the Tenderer's submitted financial submission, the Financial Assessment Panel will determine the score for each Tenderer's pricing proposal. This will consist of calculating the estimated cost to Highways England.

4.8.4 Any uncertainty over the meaning of the financial submission will be removed via tender clarification queries and tender clarification responses before the Financial Assessment Panel complete their

marking part of their assessment.

4.8.5 The lowest priced tender will be given a score of 100. The score of other Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price.

4.8.6 The normalized Financial Score out of 100 will then be factored to a score of 30%.

#### **4.9 Combining quality and financial scores**

4.9.1 If a Tenderer does not indicate that they are tendering for a particular Lot they will not be assessed for that particular Lot and no combined score will be produced.

4.9.2 For each Lot the quality and the financial scores will be combined with the ratio 70:30 applied to the quality and financial scores respectively. A worked example demonstrating the scoring system is set out in [Annex H](#).

4.9.3 The combined score will be rounded to one decimal place.

4.9.4 The Tender with the highest total combined score and an affordable price will be proceeded to Sustainability. In the event of more than one tender with the same highest total combined score and affordable prices, each of these tenders will be also be proceeded to Sustainability.

4.9.5 The Procurement Officer will inform Tenderers whether they have been identified for Sustainability. Such notifications must not be taken as inferring acceptance of any tender.

#### **4.10 Sustainability check**

4.10.1 The Contract must operate as a viable business for both partners. Highways England seeks to have the required level of service at an affordable cost, whilst providing a reasonable profit for the Tenderer. Excessively low or high tenders will be subject to scrutiny, and may be rejected if considered not sustainable over the contract period or not affordable

4.10.2 The Quality Evaluation Panel and the Financial Assessment Panel will jointly review the material submitted with the tender to verify that the resources proposed are likely to deliver the level of service set out in the quality submission.

4.10.3 During this stage of the assessment, the Quality Evaluation Panel and the Financial Assessment Panel may seek further clarification from a Preferred Tenderer to enable them to understand the submission better. These clarifications may be sought in writing or at a meeting called for that purpose.

4.10.4 Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.

4.10.5 Following sustainability and before a contract is awarded Highways England will require confirmation that the team offered in the Form of Key People Schedule for each specific Lot is available to start the project.

4.10.6 Failure to offer the same (or a compliant) team may lead to the rejection of the tender.

#### **4.11 Determining the Preferred Bidders**

4.11.1 Following Sustainability, the Tenderer with the highest total combined score is validated. This process continues until a tender with a validated total combined score higher than other Tenderers has been identified. This Tenderer becomes the Lead Bidder.

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

## **4.12 TENDER AWARD**

### **General**

- 4.12.2 Highways England reserves the right not to proceed with any proposal made in response to this invitation.
- 4.12.3 Highways England does not guarantee work to any Tenderer or awarded Tenderer during this Framework or contract period.
- 4.12.4 Tenderers will be given written feedback on their tender shortly after the assessment has been completed.
- 4.12.5 Prior to the award of any contract the Preferred Bidder must provide evidence that insurance required by the framework contract are in place.
- 4.12.6 The contract will be executed as a Deed under seal.
- 4.12.7 Details of the Contract Award will be published in the Official Journal of the European Union.
- 4.12.8 Any drawings and other documents not returned with the tender should be deleted from the Tenderer's computers and all hard copies destroyed.
- 4.12.9 This tender is being conducted by Highways England Company Limited (Highways England) on behalf of the Historic Railways Estate (HRE), which is the responsibility of the Secretary of State for Transport.
- 4.12.10 Highways England is charged with managing the HRE and the HRE assets on behalf of the Secretary of State and this contract is in support of the management of those assets.
- 4.12.11 However, during the period of the contract (which will be let by Highways England) the responsibility for the management of the HRE may transfer to the Secretary of State for Transport or any other public body or company. If this were to occur, the Secretary of State for Transport will assume the contractual rights, obligations and liabilities of Highways England arising under that contract.
- 4.12.12 Tenderers are accordingly advised that:
- their tender is capable of being accepted by the Secretary of State for Transport or any other public body or company; and
  - if the contract is initially awarded by Highways England, it will include a provision permitting novation of the contract to the Secretary of State for Transport or any other public body or company without your consent, in circumstances where the Secretary of State for Transport assumes Highways England's functions in respect of the HRE

## **Annex A - Tender Documents**

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

1.1 The following documents are included with this invitation:-

Instructions for Tendering including:

- Selection Questionnaire ([Annex E](#))
- Highways England's Fair Payment Charter ([Annex K](#))
- Highways England's Counter fraud bribery and corruption policy included ([Annex L](#))
- Highways England's Annex K/L/M - Framework Information Annex 2 Documents.zip ([Annex M](#))
- Highways England's Collaborative Performance Framework (CPF)- current version (Annex R)
- Highways England's Data Handling Policy
- Highways England's Records Policy
- Forms of Tender and Agreement and Contract Data 1 and 2 (for Framework)
- Framework Information (including Additional Contract Data templates)
- Annex B Scope (for the Framework in general)
- Sample Work Packages

1.2 The following parts of the tender documents are included in a form to allow electronic preparation of the information required:-

1. Selection Questionnaire
2. Tender Query form
3. Form of Tender
4. Contract Data Part 2
5. Form of Key People Schedule
6. Form of activity schedule/ BOQ
7. Form for resource schedule
8. Form for List of Project Risks

### **2 List of Documents to be returned with the Tender(s).**

2.1 The **Volume 1** information (**Selection Questionnaire**) and the following "**Other Information**" documents are to be completed and returned by Tenderers with their Tenders via the e-Sourcing portal in the "Qualification" envelope:

#### **Volume 1**

1. The Selection Questionnaire.

**Other Information**

2. Completed Lot Preference table from Annex N.
  3. A description of the proposed Information Assurance solution (Annex P).
  4. Small and Medium Enterprises (SME) Subcontracting Statement (see paragraph 3.15).
  5. Summary of relevant insurance policies including certificates where appropriate.
  6. Statement undertaking responsibility for dealing with insurance claims, or parts of such claims, within the excess amount.
  7. Completed Fair Payment Charter.
  8. Completed Anti Bribery Code of Conduct.
  9. Completed Anti-Fraud Code of Conduct.
  10. Any request for non-disclosure under the Freedom of Information Act.
  11. Statement confirming that if Highways England requests a Parent Company Guarantee then one will be provided.
  12. Any legal opinion required by these instructions
- 2.2 The following **Volume 1 (Quality)** documents are to be completed and returned by Tenderers with their Tenders via the e-Sourcing portal in the “Technical” envelope:
1. The Quality Statement
  2. The key people submission, including the Form of Key People Schedule.
  3. The Methodology Submission (including the resource schedules)
  4. List(s) of Project Risks
  5. Resource Usage for Multiple Lot Submission Statement, if applicable
- 2.3 The following **Volume 2 (Finance)** documents are to be completed and returned by Tenderers with their Tenders via the e-Sourcing portal in the “Commercial” envelope for each Lot:
1. Completed and signed Form of Tender.
  2. The completed Framework Contract Data Part 2.
  3. The priced Annex G activity schedule / bills of quantities for the samples Work Packages.
  4. Fee Schedules (Annex T)

See separate document attached entitled “Annex B - HRE Works 2020 - Volume\_3\_Works\_Information”

**Annex C - Tender Query Form**

Tender queries are to be entered in the form illustrated below (and attached as a separate document) and submitted to Highways England via the Bravo e-Tendering portal ([Annex U](#)). All details are to be included on the attached form (Annex C - Tender Query Form - HRE Works), and no further attachments are to be sent. One question should be asked in each row, insert additional rows if necessary.

		Highways England Tender Queries Submission Sheet										
		Contract: Historical Railways Estate - Works Framework 2020										
Query No	Document Reference	Nature of Query	Date Query Received	Referred to:	Date Referred	Response	Response Date	HE issue Date	Formal Amendment Required to Document (Y/N)	Date Document Amendment	Tender Amendment Number	
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3												
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**Annex D - Indicative Tender Period Timetable****Table 1**

<b>Item</b>	<b>Activity</b>	<b>Date</b>
1	Issue tender Documents	27/01/20
2	Last Date for Tender Queries	19/02/20
3	Final Tender Query Response Date	26/02/20
4	Tender Return	03/03/20
5	Tender Evaluation	04/03/20-20/03/20
6	Sustainability	27/03/20-08/04/20
7	Highways England internal approval process	09/04/20-11/05/20
8	Preferred Bidders identified	12/05/20
9	Standstill period & Minded to Award	13/05/20-26/05/20
10	Award Contract(s)	27/05/20

## **Annex E – Submission Requirements**

### **Quality Assessment**

#### **Stage 1 - Selection Questionnaire – Pass/Fail**

The Contractor would be required to pass [Stage 1](#) of the assessment before they proceed to the next stages. They would need to respond positively to all elements of this questionnaire to proceed. This document can be found in the Bravo e-Tendering portal, within the ITT attachments section.

#### **Stage 2 - Structure of statement**

The Quality Statement must be structured to follow the headings and sub headings in Table 2 of Annex E, using the numbering system in the table, and cover each issue separately.

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

We recommend submitting as you feel will fit the Scope ([Annex B](#)), and include as much information and evidence from previous projects surrounding the contract (including photos, drawings and verifiable statements) to support your tender.

Tenderers are recommended to take account of the material in the Contract Performance Framework (CPF) metrics (in [Annex R](#)) for guidance as to the factors which need consideration. Tenderers should also identify any additional issues affecting the listed risks which they consider will be critical to the success of the project, and set out how they propose to manage them.

Table 2

Criteria Ref:	Award Criteria:	Weighting	A4 Page Limit
1	<p><b>Health and Safety</b></p> <p><b>How do you ensure Health and Safety within your organisation?</b></p> <p>Your approach should consider but is not limited to;</p> <ul style="list-style-type: none"> <li>a) How your organisation practices Health and Safety &amp; undertakes the role of Principal Contractor under the CDM regulations.</li> <li>b) How your approach identifies and recommends operational change in order to improve Health and Safety for Highways England Historical Railways Estate (HRE) and how accidents, incidents and near misses are reported.</li> <li>c) Effective management of organisational workforce health and safety and how improvements are implemented</li> <li>d) What are your imperatives and how will effective planning, management &amp; coordination of health &amp; safety issues in the construction phase ensure a safe system of work e.g in tunnels.</li> <li>e) How do you ensure the health &amp; safety of your staff on site including supervision, training &amp; welfare facilities.</li> <li>f) Demonstrate that you understand the HRE asset types &amp; locations and what the security &amp; hazard implications are.</li> </ul>	3	6
2	<p><b>Collaboration and Behaviours, Customers and Stakeholders</b></p> <p><b>How will you ensure your relationships are consistent and improving?</b></p> <p>Your approach should consider but is not limited to;</p> <ul style="list-style-type: none"> <li>a. Describe how you ensure early contractor involvement and customer notification</li> <li>b. How improvements to collaborative relationships will be made</li> <li>c. Your approach to the management of internal &amp; external stakeholders</li> </ul>	1	3
3	<p><b>Delivery - Quality Management/Assurance</b></p> <p><b>Provide a case study to show consistent and improving Quality within your works.</b></p> <p>Your approach should consider but is not limited to;</p>	2	4

	<ul style="list-style-type: none"> <li>a. Describe how quality assurance and control will be implemented for this contract.</li> <li>b. What Quality Assurance processes do you have in place and how is it audited</li> <li>c. What records do you keep, and how is HRE going to be kept up-to-date</li> <li>d. How to you manage your Staff and their performance to ensure compliance with the specification and quality of workmanship.</li> <li>e. How would you manage specialist subcontractors work both on and off site.</li> </ul>		
4	<p><b>Sustainability</b></p> <p><b>What is your approach to Sustainability?</b></p> <p>Your approach should consider but is not limited to;</p> <ul style="list-style-type: none"> <li>a) Environmental Sustainability (recycling, emissions, waste reduction, spillage/fluids) targets</li> <li>b) Social sustainability (diversity and inclusion, supply chain, organisation)</li> <li>c) Approach to Equality and Diversity (approach to embedding and improving equality and diversity in the way the services are delivered, how are equality and diversity supports Highways England’s corporate objectives).</li> <li>d) How will you effectively manage the full supply chain, including any sub-contractors</li> <li>e) Use of SME’s and payment timeframes</li> <li>f) How will you work with us to support Highways England’s future carbon reduction and low-emissions Strategy?</li> <li>g) Corporate social responsibilities, etc.</li> <li>h) Strategies and Company Values</li> <li>i) Your process if protected species or notifiable plants were discovered during a works project.</li> </ul>	1	3
5	<p><b>Methodology</b></p> <p><b>How will you deliver the contract in-line with Highways England imperatives?</b></p> <p>Your approach should consider but is not limited to; describe your ability to forecast timescales accurately, including change management, delivery to programme timelines and how you plan to mobilise the contract</p> <ul style="list-style-type: none"> <li>a. How you intend on managing all area coverage within the contract</li> <li>b. What Core values do you hold as a company and how do they relate to Highways England HRE</li> <li>c. How well do the proposals meet the contract requirements and demonstrate an understanding of the risks to the work</li> </ul>	2	4

	<p>d. Describe your approach to how specialist repairs (e.g masonry repair involving the re-ringing of a section of arch soffit or tunnel structure) would be undertaken</p>		
<p>6</p>	<p><b>Key People</b></p> <p>How well do the proposed people identified in the Form of Key People Schedule meet the needs of the contract in relation to the training, skills and experience requirements for the posts?</p>	<p>1</p>	<p>2</p>

### **Annex F - Quality Assessment**

Marks will be awarded for each of the assessment criteria of the Quality Statement as set out in Table 2 of [Annex E](#).

The mark is a measure of Highways England's level of confidence that the Tenderer will deliver the project objectives and continually improve. The higher the total mark, the lower the risks to delivery and the more confidence Highways England will have that best value will be delivered.

**Table 3**

Mark	<p>To what extent does the Tenderer's response demonstrate they are likely to meet the requirements and contribute to the successful delivery of the contract?</p> <p>The response will be assessed based upon Highway England's confidence in the following areas:</p> <ul style="list-style-type: none"> <li>• The methodology and / or resources proposed will successfully deliver the requirements</li> <li>• The methodology represents efficiencies, continual improvement, and / or additional value.</li> <li>• The Tenderer will act in a collaborative manner throughout the contract duration</li> <li>• The methodology and proposed Quality Promises are SMART and will contribute to the successful delivery of the contract.</li> <li>• The methodology is highly likely to be delivered and supported by evidence.</li> </ul>
1	The response provides an <b>Unsatisfactory</b> level of confidence which means one or more significant weaknesses or omissions identified in the area being assessed which may prevent delivery of some or all of the contract requirements.
3	The response provides a <b>Limited</b> level of confidence means one or more weaknesses identified in the area being assessed that is likely to affect delivery of some or all the contract requirements which may require significant or ongoing intervention.
5	The response provides an <b>Adequate</b> level of confidence means one or more weaknesses identified in the area being assessed that may affect delivery of some or all the contract requirements which may require some intervention.
7	The response provides a <b>Good</b> level of confidence means one or more weaknesses identified in the area being assessed which may require minimal or no intervention, however unlikely to affect the delivery of all the contract requirements.
9	The response provides a <b>High</b> level of confidence means no weaknesses identified in the area being assessed and meets all the contract requirements, and may include additional value to the requirements.

**Annex G – Financial Submission Requirements**

Please refer to Annex G – Pricing Schedule in the tender documentation folder.

There are three [3] Pricing Schedules issued with this tender as part of Annex G:

1. Lot 1 Major Works (covering Great Britain)
2. Lot 2 Minor Works and Emergency Response North (covering Scotland and the North of England)
3. Lot 3 Minor Works and Emergency Response South (Covering Wales, Central and the South of England)

Each Pricing Schedule contains a Fee Schedule, relevant work package pricing models for the type of works being bid in each Lot, and a Compensation Event assessment.

The Total of the Prices given in each submitted Pricing Schedule will be the amount used for tender assessment purposes for each Tenderer's bid for that particular Lot.

**Quality assessment**

Assume 5 Tenderers have been marked for quality as follows:

**Table 4**

Tenderer	Health and Safety (30%)		Collaboration and Behaviors, Customers and Stakeholders (10%)		Delivery – Quality Management Assurance (20%)		Sustainability (10%)		Methodology (20%)		Key People (10%)		Total Weighted Score
	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	
A	7	21	7	7	7	14	5	5	5	10	7	7	64
B	3	9	3	3	3	6	5	5	5	10	5	5	38
C	9	27	7	7	7	14	7	7	7	14	9	9	78
D	7	21	9	9	7	14	9	9	7	14	7	7	76
E	5	15	5	5	6	12	7	7	9	18	3	3	60

Tenderer B did not meet the minimum quality threshold of 40.

*These marks are normalised to;*

Table 5	Normalised Mark ( $Total\ Weighted\ Score = (Marks\ out\ of\ 90) * 100 / 90$ )			
Tenderer	Total Weighted Score	Normalised Mark (/100)	Total Quality Score	Quality Percentage(70%)
A	64	71.1	82	57.4%
B	38	42.2	48	33.6%
C	78	86.7	100	70.0%
D	76	84.4	97	67.9%
E	60	66.7	76	53.2%

**Commercial assessment**

Assume the tendered prices for assessment are as follows, converted into a financial score (using difference between price and the lowest price in a similar way to above):

**Table 6**

Tenderer	Price	Financial score	Normalised Score (30%)
<b>A</b>	27,001,585	100	<b>30.0</b>
<b>B</b>	Price Not Considered	-	-
<b>C</b>	31,136,455	85	<b>25.5</b>
<b>D</b>	30,021,033	89	<b>26.7</b>
<b>E</b>	29,854,676	90	<b>27.0</b>

**\*NOTE: Any Tenderer that fails Quality does not have Price considered.**

**\*NOTE: Total Marks will be rounded to 1 decimal places**

1. Record Total Costs, and allocate a score of 100 to the lowest
2. Cost of bid / Score of Lowest Bid = 1X (where X is percentage above lowest). 100 - Percentage Above Lowest.

**Combined scores**

The final score is given by combining quality and financial scores in the ratios shown in the IFT.

**Table 7**

Tenderer	Proportion of Score 70:30		Total score
	Quality score (x70%)	Financial Score (x30%)	
<b>A</b>	57.4	30.0	<b>87.4</b>
<b>B</b>	-	-	<b>Failed Quality</b>
<b>C</b>	70	25.5	<b>95.5</b>
<b>D</b>	67.9	26.7	<b>94.6</b>
<b>E</b>	53.2	27.0	<b>80.2</b>

**Contractor C** has the highest combined quality/finance score  
**\*NOTE: Total Marks will be rounded to ONE decimal place.**

**Annex I - Sample Work Packages**

Please see separate document titled '**Annex I – Sample Work Packages**' of the invitation to tender documents entitled Sample Work Packages



**Annex K - Fair Payment Charter**

See separate document .

**Annex L - Counter fraud bribery and corruption policy**

See separate document.

**Annex M - Framework Information Annex 2 Documents.zip**

See separate document.

**Annex N - Lot Preferences and other information**

The Lot Areas are shown in the Scope and are referred to as:

**Lot 1 – National - Major Works**

Typically orders more than £200k

Awarded following secondary competition

**Lot 2 – North - Minor Works & Emergency response**

Typically orders less than £200k

Awarded via Direct Allocation

**Lot 3 – South - Minor Works & Emergency Response**

Typically orders less than £200k

Awarded via Direct Allocation

**Note:** Emergency response is the ability to attend site within 4 hours

Tenderers must indicate in the Table below which Lot or Lots they are tendering for and return this with their tender. If a Tenderer fails to indicate that they are tendering for a Lot they will not be assessed for that Lot.

Tenderers should also then put the Lots into an order of preference. This will be used to decide in the event of more than 1 Tenderer having the same score(s) in the Lots they have tendered for, or, if a Tenderer is the highest scorer on one or more Lots and cannot be awarded both due to lack of capacity found in sustainability. It will also be used once the contract is awarded, as a basis of the order for calling off additional work across the other Lot in special circumstances.

There is no cap on the number of Lots that can be applied for by, or be awarded to any Tenderer.

**Table 9**

Tenderer's name	A tender is submitted for the following Lot(s):
Tenderers preferences	Select a preference order
1st Preference	
2nd Preference	
3rd Preference	

**Additional work across the other Lots.**

If awarded a place on the Framework for one particular Lot, in special circumstances the Contractor may be asked to carry out work in the other Lot area. These circumstances could include:

- Lack of capacity of the appointed Contractor for that Lot to carry out the work
- Poor performance by the Contractor appointed to that Lot
- Conflicts of Interests on a potential Works Package between a *Supplier* and other involved parties.

If cross area working is required the selection criteria for determining the replacement are as follows:

- Adjacent area Contractor with the highest acceptable performance
- No conflicts of interest or impact on existing Provision of the Works.
- Available capable resource

Where more than one other Lot holder is in equal proximity to the work for the Works Package (after also satisfying all of the other criteria above and factoring in the original Lot preference order from tender stage), then the Contractor with the lowest tendered rates will be given the opportunity first.

**Annex O - Form of List of Project Risks**

Tenderers should identify the risks addressed in their Quality submission and describe the action proposed to deal with the risk. They should also include any identified opportunities. Add additional lines as required.

**Table 10**

<b>Number</b>	<b>Risk Opportunity Description</b>	<b>or</b>	<b>Proposed Action to deal with risk</b>	<b>Effect of risk (or opportunity) on programme and cost</b>

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### **Annex P - Assessment of Information Assurance**

Tenderers are to cover the questions below, giving descriptions where appropriate.

This section is not scored as such, but is a straight “pass” / “fail” against all these questions generally. If Tenderers answer no to any of the questions it does not necessarily mean they would fail however 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.)

**Table 11**

	Y	N
1a) Does the Tenderer have a Data handling policy?  b) Tenderer to describe their current data handling policy  c) Tenderer to provide a link to their data handling policy on their website or provide a copy		
2a) Does the Tenderer have a quality management system (QMS)?  b) Tenderer to describe this system in relation to information assurance / data handling.  c) Tenderer to provide a link to their QMS or provide a copy		
3) Tenderer to confirm that they have read and understood Highways England’s data handling / information assurance policy		
4a) Tenderer to confirm that their methods of storing data (electronic and paper based copies) meet the requirements of Highways England’s data handling policy.  b) Tenderer to describe these methods and show how they will align with Highways England’s policy.		

<p>5) Is/ will the data be stored in an EU country?</p> <p>b) If data is being stored in EU country Tenderer to state where and provide evidence to demonstrate that they are adhering to the EU Legislation and describe how they are meeting those requirements.</p> <p>c) If a non-EU country Tenderer to state where and provide evidence to demonstrate that they are adhering to this legislation and describe how they are meeting those requirements.</p>		
<p>6a) Tenderer to confirm that their IT equipment (including PCs, lap tops and removable media) aligns with Highways England’s data handling policy.</p> <p>b) Tenderers to describe how?</p>		
<p>7a) Tenderer to confirm that the methods of transferring data between approved parties meet the requirements of Highways England’s data handling policy.</p> <p>b) Tenderer to describe how?</p>		
<p>8a) 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</p> <p>b) Tenderer to describe how?</p>		

<p>9a) Tender to confirm that the disposal of data (both electronic and paper based) meets the requirements of Highways England’s records management policy.</p> <p>b) Tenderer to describe how?</p>		
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**Annex Q - Due Diligence information**

Work Packages will usually be in the range of: £0 to approximately £450k. It is estimated that there could be around 80-100 packages a year with 12-14 of these being larger packages that would go to secondary competition, some potentially to all Contractors on the Framework. The actual works required during the term of this contract will be determined by the Highways England. Historical information is below for information:

**Lot 1 – National - Major Works**

Typically orders more than £200k

Awarded following secondary competition

The volume of works undertaken in the last four years were approximately 158 Major Works schemes.

**Lot 2 – North - Minor Works & Emergency response**

Typically orders less than £200k

Awarded via Direct Allocation

The volume of works undertaken in the last four years was approximately 650 minor works schemes, and 4 emergency call-outs..

**Lot 3 – South - Minor Works & Emergency Response**

Typically orders less than £200k

Awarded via Direct Allocation

The volume of works undertaken in the last four years was approximately 650 minor works schemes and 5 emergency call-outs.

**Note:** Emergency response is the ability to attend site within 4 hours

The above paragraph is for information purposes only and is to be used only as a guide. Please note that there is no guarantee for awarded work under this Framework or contra

**Annex R – Performance Monitoring**

Contractor performance will be monitored via the Highways England Contract Performance Framework (CPF). See documents “Annex R – Performance Monitoring - HRE” for breakdown.

Suppliers performance will be measured in-line with the following Highways England Contract Performance Framework (CPF) metrics:

**Table 12**

<b>Metric</b>	Health and Safety Management
<b>DfT Outcome</b>	Making the Network Safer
<b>Performance Indicator</b>	Work Force Safety
<b>Scope and Methodology</b>	<p>i) Your business has a clear health and safety plan and contributing factors that are required from your projects are clearly identified, mapped out and shared. Where the task/order/scheme does not require its own health and safety plan, your business health and safety plan is to be used.</p> <p>ii) Highways England’s standard and specific health and safety requirements are adhered to.</p> <p>iii) All actions/tasks are completed to contractual expectation in timeframes set out in project health and safety plan.</p> <p>iv) Staff requiring health checks as outlined in your business and/or project health and safety plan are completed within required time scales to a satisfactory result.</p>
<b>Data Source</b>	Refer to the 'Scope and Methodology' above.

**Table 13**

<b>Metric</b>	Effectiveness of Engagement with Customers and Stakeholders
<b>DfT Outcome</b>	Improving User Satisfaction
<b>Performance Indicator</b>	Customer Satisfaction
<b>Scope and Methodology</b>	i) Customers and stakeholders include (but are not limited to) Highways England stakeholders, local communities, road users, general public, media, public inquiry team, DfT, statutory undertakers, Transport Focus, as appropriate contract.

	<p>ii) A clear strategy, mapping or plan must be in place to show key information and actions with timelines/deadlines.</p> <p>iii) For schemes in construction where the contractor is the owner of the stakeholder management plan, the designer will input/contribute and take an active role in development/implementation.</p> <p>iv) Best practice, product or service that was not in scope or establishes a legacy which is something that has value to the stakeholder beyond the lifecycle of the project (e.g. a policy, asset, or process).</p> <p>v) The 'appropriate team' for validating benefits in this metric can vary depending on the nature of the example being cited. In some cases, it would be the Highways England Project Team. It is the responsibility of the Contractor to obtain written confirmation of this team's agreement/concurrence and submit this with the CPF submission.</p>
<b>Data Source</b>	Stakeholder Management Plan, PCF Products, Communications Plan, General feedback from external stakeholders, Media engagement, Proactive nature of planned communications, Timeliness and completeness of communications, Methodology for requesting and acting on feedback, Clarity of accountability and responsibility, Involvement in making relevant information available to the public, Draft Orders, Public Consultation and Public Inquiry, Road user routine updates, Green/red claims, Project records, Correspondence.

**Table 14**

<b>Metric</b>	Quality Management, Service Levels and Key Deliverables
<b>DfT Outcome</b>	Delivery of the RIS
<b>Performance Indicator</b>	Quality
<b>Scope and Methodology</b>	<p>i) Key deliverables/milestones are items which are considered to be core requirements of the contract and have been agreed with timelines prior to the start of the project. In each period, these will typically be several deliverables/milestones which impact on the critical path or present other significant difficulties relating to time, cost and quality requirements. Additional or amended key deliverable milestones agreed as the project progresses should be included. Where no milestones occur during the period being measured, the Contractor should discuss with the Highways England Supplier Performance Team to receive agreement to use progress against on-going milestones or another decision to be made.</p>

	<p>ii) Challenging and realistic deadlines must be agreed between the Contractor and Project Manager/Project Sponsor for key deliverables at the start of each reporting period. Changes to deadlines can be agreed at the Project Managers/Sponsors discretion.</p> <p>iii) Where it is agreed that the Contractor will issue a draft to prompt feedback, Project Managers/Sponsors need to exercise judgement on where rework sits on a scale from unavoidable fine tuning to major avoidable rework.</p> <p>iv) Major rework is defined as a complete revision of an entire key deliverable. Substantial rework is defined as a complete revision of a core component within a key deliverable. Minor rework is defined as correction of avoidable errors and defects relating to peripheral components.</p> <p>v) A 'Deliverables Tracker' can be used as evidence of the timeliness and level of rework required on key information/tasks.</p> <p>vi) Evidence of 'acceptance' by Highways England for a score of 8 must show confirmation that the work has been shared and acknowledged by Highways England technical specialists or by completion of a project submitted on the Lean Tracker (<a href="https://kol.withbc.com/HA-Lean">https://kol.withbc.com/HA-Lean</a>) with a verified Knowledge Transfer Pack and BRCF providing a tangible benefit. It is the responsibility of the Contractor to obtain written confirmation of this team's agreement/concurrence and submit this with the CPF submission.</p>
<b>Data Source</b>	Refer to the 'Scope and Methodology' above.

**Annex S - Certificate of Performance**

Name \_\_\_\_\_ of \_\_\_\_\_

Contractor.....("Contractor")  
 ") \_\_\_\_\_ Contract

Title.....("Contract")

Customer.....

("Customer") **Contract**

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

**Table 15**

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

**Performance**

**OPTION A:**

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

**OR**

**OPTION**

**B:**

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

.....  
.....  
.....  
.....

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

<p><b><u>Guidance for Customers</u></b></p> <p>If you are unable to certify that the Supplier has satisfactorily supplied the goods and/or services in accordance with the Contract, please provide the reason or reasons why performance was not in accordance with the Contract. These may include:</p> <ol style="list-style-type: none"> <li>1. delays in supplying the goods and/or services;</li> <li>2. failures to supply all the goods and/or services in accordance with scope set out in the Contract;</li> <li>3. failures to meet any service levels and/or supply the goods and/or services in accordance with quality standards;</li> <li>4. any other failure by the Supplier to comply with its obligations under the Contract;</li> </ol> <p>You may wish to take legal advice in relation to completing this certificate.</p>
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**Liability of any customer certifying**

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

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

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

Name.....



**Annex T - Proforma for Fee Schedule**

1. The *fee percentages* inserted in framework Contract Data Part Two by the Tenderer is to be supported by the details in the following table.
2. Where a listed constituent of fee cannot be separated then “Included” is inserted. It must be made clear in which other constituent of the fee the constituent is included.
3. Other constituents can be separately listed, and a separate explanation of these is to be provided.
4. *Not Used*
5. Not Used

**Fee Schedule**

<b>lte</b>	<b>Constituent of Fee</b>	<b>Fee %</b>
1	Profit	
2	Franchises, Royalties, Licences	
3	Accounting and Auditing	
4	Research and Development	
5	Publicity, Marketing, Sales, Exhibitions	
6	Entertainment	
7	Rents, Rates, Leases, Services and Servicing of Premises, Stationery, Telephones, Telex, FAX, Postage charges	
8	Computing	
9	Asset Depreciation	
10	Insurance Premiums	
11	The amount of any excess borne by the Contractor in respect of any claims under Highways England’s Liability and Professional Indemnity Insurances	
12	Finance and Interest Charges	
13	Severance	
14	Bonuses & Incentives	
15	Personnel / HR Services	
16	Quality Assurance	
17	Health and Safety	
18	Training	
19	Tendering	
20	Supply Chain	
21	Legal Costs	
22	Not Used	
23	Other (please specify)	
	Total	

## **Annex U – Bravo e-Tendering Portal Instructions**

### **If you have a Bravo account;**

Please reply with your company Bravo username and the contact name/email address associated with this account.

### **If you do not have a Bravo account;**

#### **Suppliers Instructions How to Express Interest in this Tender:**

1. Register your company on the Bravo e-Tendering portal (this is only required once)
2. Browse to the e-Sourcing Portal: <https://highways.bravosolution.co.uk> and click the link to register.
3. Accept the terms and conditions and click 'continue'
4. Enter your correct business and user details - Note the username you chose and click 'Save' when complete - You will shortly receive an email with your unique password (please keep this secure)
5. To Express an Interest in the tender - Login to the portal with your username/password
6. Click the 'PQQs / ITTs Open to All Suppliers' link. (These are Pre-Qualification Questionnaires or Invitations to Tender open to any registered supplier)
7. Click on the relevant PQQ/ ITT to access the content.
8. Click the 'Express Interest' button at the top of the page. - This will move the PQQ /ITT into your 'My PQQs/ My ITTs' page. (This is a secure area reserved for your projects only) -You can now access any attachments by clicking 'Buyer Attachments' in the 'PQQ/ ITT Details' box

#### **Responding to the tender.**

9. Click 'My Response' under 'PQQ/ ITT Details', you can choose to 'Create Response' or to 'Decline to Respond' (please give a reason if declining) - You can now use the 'Messages' function to communicate with the buyer and seek any clarification - Note the deadline for completion, then follow the onscreen instructions to complete the PQQ/ ITT - There may be a mixture of online & offline actions for you to perform (there is detailed online help available)
10. You must then submit your reply using the 'Submit Response' button at the top of the page. If you require any further assistance please consult the online help, or contact the e-Tendering help desk.

**If you encounter any problems with the above please contact the Bravo helpdesk who can assist you:**

Phone: 0800 368 4850

E-mail: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk)

Note – if your company details change or have a change of email/mailbox then you can update this yourselves via the Bravo e-Tendering portal. Highways England will not have control over your Bravo accounts.