Regional Delivery Partnerships:

Delivery Integration Partnership Framework

Volume 0

Instructions for Tenderers

Contents amendment sheet

Version. No.	Issue Date	Amendments	Initials	Date
1.0	23/04/18	Tender issue	MB	23/04/18
1.1	24/05/18	• 3.3.10; 3.3.18; 3.3.23 – changed reference to Annex F of the Framework Information to Annex 6 of the Framework Information. • 3.3.33 – removed reference to Part B in regional statement; split Strategic Alignment Statement into 3 documents and QMS into 14 documents. • 3.3.36A – inserted with instructions on the Strategic Alignment statement. • 3.3.37 – seven documents corrected to 14 and “98” corrected to “100” • Annex C, Envelope 1b – the Quality Resource schedules must be returned in Excel format; the Strategic Alignment Statement is to be returned in 3 parts; the QMS is to be returned in 14 parts. • Annex C, Envelope 1c – only one copy of the package preferences form is to be returned. • Annex D, QM10 – corrected the formatting of one bullet in the aspects.	JM	18/05/18
1.2	31/05/18	• Annex A, A7.1 – corrected open for traffic date on M27 Southampton Junctions to June 2022. • Annex D, QM9 – insert a bullet on one aspect • Annex D, Tables F1, F2 and F4 – insert a note that “not all bullets below are relevant to every aspect” (as requested in TQ TC197) • Annex D, Table F4 – correct “DRP” to Regional Delivery Partnership	JM	31/05/18

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1. TENDER OVERVIEW

1.1. General

1.1.1 These Instructions for Tenderers apply to the submission of tenders for the Delivery Integration Partnership framework and the Initial Package contracts which are to be delivered under it. The tender process is carried out under the restricted procedure following publication of the OJEU Contract Notice (2018/S 010-017461).

1.1.2 Following selection at the qualification stage, shortlisted Tenderers are invited to submit a tender for specific lot(s) in the Delivery Integration Partnership Framework.

1.1.3 This Instructions For Tenderers documents is split into the following discrete sections:

a) **Conditions of Tender**, detailing the terms for submitting tenders

b) **Submission of Tenders**, detailing the documents required to submit a compliant tender

c) **Tender Evaluation Procedure**, detailing how tenders will be evaluated

d) **Tender Award,** detailing how the Contract Decision Notice will be issued and tenderers will be awarded a contract

e) **the Tender Annexes**, detailing: information on the initial Packages and Schemes; commercial and incentivisation approach; essential documents required to support the submission of tenders; quality scoring criteria and methodology and a worked examples; and compliance statement requirements.

1.2. Contract Scope Overview

1.2.1 Highways England's objectives for the Delivery Integration Partnership framework are set out in Volume 2, Framework Information.

1.2.2 The framework comprises 8 lots:

Band A (Packages up to £100m)

Lot	Regions	value (£m)	Number of suppliers to be appointed
1	South West, East Midlands and West Midlands	200	2
2	South East and East	350	2
3	North (North West, North East and Yorkshire & Humber)	200	2

Band B (Packages over £100m)

Lot	Regions	value (£m)	Number of suppliers to be appointed
4	South West	800	2
5	East Midlands and West Midlands	1,250	2
6	South East	1,100	2
7	East	2,800	3
8	North (North West, North East and Yorkshire & Humber)	2,000	3

1.2.3 The regions are aligned to Highways England's operational regions and to the Nomenclature of Territorial Units for Statistics (NUTS), details of which can be found on the National Archives website **http://webarchive.nationalarchives.gov.uk/20160106064441/http://www.ons.gov.uk/ons/guide-method/geography/beginner-s-guide/eurostat/index.html**

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1.3. Packages

1.3.1 Each Lot includes 2 or 3 initial Packages, as illustrated in the table below.

Band	SW	Mids	SE	East	YNE	NW
Band A: Lots 1-3 (< £100m)	Lot 1	**Package A1** •A5 Dodwells to Longshoot widening **Package A2** •A46 Coventry Junction Upgrade •A46 Coventry junction Walsgrave	**Package A3** •East of Lewes Sust Trans Meas (A27) •M3 Junction 9 improvement **Package A4** •M25 J25 Improvement •M25 J28 Improvement •M2 junction 5 Improvement	Lot 2	**Package A5** •M621 Junctions Improvements	**Package A6** •M56 New Junction 11a •M6 Junction 19 Improvement Lot 3
Band B: Lots 4-8 (> £100m)	**Package B1** •A303 Sparkford - Ilchester **Package B2** •A358 Taunton – Southfields Lot 4	**Package B3** •M42 Junction 6 •A52 Nottingham J. **Package B4** •A38 Derby Junctions •M54-M6 Toll PEP Lot 5	**Package B5** •M25 J10/A3 Wisley Interchange •A2 Bean Ebbsfleet **Package B6** •A27 Arundel Bypass •A27 Worthing & Lancing Imp •M27 Southampton Junctions Lot 6	**Package B7** •A47 North Tuddenham to Easton •A47 Blofield to North Burlingham dualling •A47 & A12 junction enhancements •A47/A11 Thickthorn Junction •A47 Guyhirn Junction •A47 Wansford to Sutton **Package B8** •A428 Black Cat - Caxton Gibbet **Package B9** •A12 Chelmsford to A120 widening Lot 7	**Package B10** •A1 Scotswood to N Brunton •A1 Birtley to Coal House widening •A1 in Northumberland (Morpeth to Felton Dua) •A1 in Northumberland (Alnwick to Ellingham)	**Package B11** •A5036 Port of Liverpool •A585 Windy Harbour – Skippool **Package B12** •A57 (T) to A57 link road •A19 Norton to Winyard Lot 8

1.3.2 Tenderers will be required to rank the initial work Packages (which contain specific Schemes) within each lot for which they have been

invited to tender in order of preference and to provide regional responses to support successful delivery of all Packages within that Lot, Annex A: Scheme Overview provides sufficient Scheme and initial Package information to enable Tenderers to submit their tender submissions.

1.3.3 Annex A provides an overview of the Schemes within the initial Packages including:

a) **Transition Scenarios** – detailing the different transition scenarios throughout the Project Control Framework (PCF) stages when a Scheme transitions from the existing Collaborative Delivery Framework (CDF) framework

b) **Outline Scheme** Information – detailing the proposed transition scenario and an overview of Scheme description, outcomes and engineering constraints

c) **Outline Programme** – overview of high level programme

d) **Outline Budget** - detail current budget estimate and spend to date

1.4. Commercial & Incentivisation Strategy

1.4.1 To deliver the Framework Objectives Highways England has developed a Commercial Strategy to drive both Scheme and Package level incentives.

1.4.2 Full details on the Commercial Strategy and Performance Framework are provided within the contract documents. An overview and example is provided in **Annex B: Commercial & Incentivisation Strategy Overview.**

2. CONDITIONS OF TENDER

2.1. General

2.1.1 The process is conducted in accordance with the restricted procedure under the Public Contracts Regulations 2015 (as amended) and seeks to identify a number of tenders that represent the most economically advantageous tenders (MEAT) to Highways England for each lot.

2.1.2 Tenders must be submitted in accordance with these Instructions. Tenderers 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.

2.1.3 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.

2.1.4 Tenderers must not disclose the fact that they have been invited to tender 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 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.

2.1.5 Tenderers must not release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.

2.1.6 Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.

2.2. Information Management

2.2.1 Under the Freedom of Information Act 2000 (as amended) ("the Act"), the Environmental Information Regulations 2004 ("EIR") 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 tender process including any tenders received.

2.2.2 Under the UK Government's Procurement Policy Note 02/17 https://www.gov.uk/government/publications/procurement-policy-note-0217-promoting-greater-transparancy update to Transparency Principles dated February 2017, or any 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 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:

a) Part B of the Quality Statement.

b) CVs for the people listed in the key person schedule.

c) Build-up of the Mobilisation Lump Sum (but not the total price).

d) Prices of individual Basket of Goods items.

e) Build-ups of the fee percentages (but not the total percentages).

f) Build-ups for the indicative Schemes (but not the total price).

2.2.3 Tenderers should be aware that Highways England could receive requests for any information relating to this contract or tender. While 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 legitimate commercial interests or is otherwise exempt from disclosure under the Freedom of Information Act 2000. Requests for non-disclosure under the Freedom of Information Act 2000 must accompany the tender and include:

a) Clear and substantive justification; and

b) A time limit when any confidential information could be disclosed.

2.2.4 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.

2.2.5 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.

2.2.6 For these purposes, Highways England may 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 tender process. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the tender process.

2.3. Change of Status

2.3.1 Tenderers must immediately advise Highways England if:

a) their ownership or the ownership of any member of their tendering consortium (or their parent company) changes, or

b) any organisation involved in the preparation of the tender documents is acquired by them or by any member of their consortium (or an Associated Company).

c) their organisation (or an Associated Company) completes the takeover of, or merges with, another Tenderer (or an Associated Company) that is tendering for any lot:

2.3.2 If it is considered that a change in ownership has created a potential conflict, Highways England will seek measures to mitigate risk of conflict. A “conflict” or “potential conflict” is any circumstance which Highways England believes has or could impact on the fair, transparent and non-discriminatory nature of this procurement process.

2.3.3 Where the two Tenderers (referred to in c above) together have either been invited to both Band A and Band B; or the two Tenderers have been invited to the same lot unless expressly agreed otherwise, at least one of the Tenderers must withdraw from the tender process to remove any conflict with the principles that 1) tenders can only be submitted for Band A or Band B but not both and 2) Tenderers cannot compete against themselves in the same lot.

2.3.4 If the conflict is not resolved prior to award, affected Tenderers may be excluded from competition.

2.3.5 Highways England reserves the right to disqualify any Tenderer from the process where there is any change in the financial or economic standing which means that the Tenderer would no longer meet the minimum financial requirements set out in the selection questionnaire.

2.3.6 Highways England also reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with paragraph 2.3.1 and 2.3.3

2.4. Tender Warranties

2.4.1 These Instructions are made in good faith. No warranty is given as to the accuracy or completeness of the information contained in it. Any

liability for inaccuracy or incompleteness is expressly disclaimed by Highways England and its advisors. Tenderers are advised to satisfy themselves that they understand all the requirements of the contract before submitting their tender.

2.4.2 Nothing in these Instructions shall be taken as constituting an offer (whether implied or otherwise), or any agreement, whether express or implied between Highways England and any other party.

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

2.4.4 Highways England reserves the right not to accept the lowest or any tender for any reason.

2.4.5 Highways England and/or its advisors are 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 for this contract opportunity. Tenderers submit a Tender at their own risk and expense.

2.4.6 Offers are to remain open for acceptance until 31 December 2018.

2.4.7 Highways England reserves the right to make an award in the event that the number of compliant bids received in a lot is less than the number of suppliers intended to be appointed in that lot as stated in paragraph 1.2.2.

2.5. Tender Documents

2.5.1 The documents provided to Tenderers are listed in Annex C.

2.5.2 If Tenderers experience any difficulty in locating or opening documents listed in Annex C or within any of the referenced documents, then a tender query should be raised via the e-Sourcing portal.

2.5.3 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 the 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.

2.6. Tender communications

2.6.1 Within one week of the invitation to tender, Tenderers are to nominate a primary and a secondary contact within their organisation to liaise with the Procurement Officer, when required. Contact details should be supplied via the e-Sourcing portal messaging system in the format given below.

	Name	Role	Telephone number(s)	Email address
Primary Contact				
Secondary Contact				

2.6.2 Any queries from Tenderers regarding the tender documents must be made via the e-Sourcing portal at **https://highways.bravosolution.co.uk** using the Excel template provided. All details are to be included on this form, and no further attachments are to be sent, unless specifically requested by the Procurement Officer. One question should be asked for each row; insert additional rows as required.

2.6.3 The Procurement Officer for this competition is Louise Bates 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.

2.6.4 All tender queries made in accordance with these Instructions will be answered by the Procurement Officer via a tender query response. Tender queries regarding the tender documents and the responses to the tender queries will be issued regularly to all Tenderers via the e-Sourcing portal. If any answer requires a change to the tender documents then a tender amendment will be issued.

2.6.5 Where a Tenderer believes that their query (and subsequent answer) is confidential, for example, specific questions about their tendering model, Tenderers can ask that the query and answer is treated as confidential. For each query marked as confidential, the Procurement Officer will need to be satisfied that there is a genuine concern before restricting wider disclosure to the other Tenderers. If the Procurement Officer does not consider that the question should be treated as confidential then the Procurement Officer shall advise the Tenderer and ask the Tenderer if they wish to have it considered that it should resubmitted without the confidential marking. Highways England reserves the right at its own discretion to circulate the question and

answer to all other that the question and answer is not confidential; and/or the answer would be of benefit to all the Tenderers.

2.6.6 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.

2.6.7 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.

2.7. Tender Support

2.7.1 Highways England is committed to providing transparent and equitable support to Tenderers throughout the tender process and will facilitate two formal events:

	Description	Purpose:
Event One:	Tender Briefing Event	Presentation on the proposed: • contract identifying and explaining any issues of importance to the tender submission; • tender process and timetable; • tender submission requirements; and evaluation procedure
Event Two,	Tender Clinic:	An event which will have 3 focussed workshops on 3 key areas: • Contract Terms & Conditions • Delivery Partnership Model • Package Strategy & Commercial Model The event will enable a live question and answer session allowing Tenderers to further clarify Highways England requirements. All Questions will be published following the clinic

2.7.2 The proposed dates for these events are set out in section 2.8.

2.7.3 All information provided at the above events, including presentations, questions and answers will be made available in writing through the e-Sourcing portal.

2.7.4 Further events may be held as necessary to deal with matters raised by Tenderers.

2.7.5 Any questions that cannot be answered during the events will be recorded and responded to via the e-Sourcing portal in the same manner as tender queries.

2.8. Tender Programme

2.8.1 Highways England's indicative tender period timetable is included below:

Item	Activity	Date
1	Issue tender Documents	23 Apr 18
2	Tender Presentation	27 Apr 18
3	Deadline for Tender clinic questions	13:00, 04 May 18
4	Clinics (1, 2 & 3)	11May 18
5	Last Date for Tender Queries	13:00, 6 Jun 18
6	Last date for issuing Query responses and Tender Amendments	13 Jun 18
7	Tender return	13:00, 26 Jun 18
8	Tender Assessment	27 Jun to Sep 18
10	Contract Decision Notice	25 Sep 18
11	Standstill period	26 Sep to 05 Oct 18
12	Award Framework	9 Oct 18

2.9. Communication with subcontractors

2.9.1 Tenderers are required to reduce the risk of collusion and release of confidential information by minimising access to their tender information.

2.9.2 Where a sub-contractor is required to contribute to tender, their access should be restricted to specific areas and information

2.10. Tender Submission Procedure

2.10.1 Tenders must be submitted in accordance with Section 3: Submission of Tenders.

2.10.2 Tenders not received by Highways England by the tender return date and time may be excluded from further consideration.

2.10.3 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.

2.10.4 Tenders not submitted in accordance with the tender documents may be rejected. Highways England's decision as to whether or not a tender complies with these Instructions will be final.

2.10.5 Tenders and supporting documents must be written in English and priced in Pounds Sterling. Documents are to be in Microsoft Word 2010, Microsoft Excel 2010 or PDF formats. Where Tenderer wishes to use a different file format this must be raised as a tender query in accordance with the procedure set out above.

2.10.6 When uploading tender submissions upload the electronic files separately in response to the relevant question. Where a question requires multiple files to be uploaded these can be combined in a single zip file. No file is to be larger than 20Mbytes. Label each file using the naming convention

"***Tenderer company initials_Lot Number_Envelope Number_Name of document given in Annex C.***

For example:

a) "MCA_Lot All_Env 1b_Quality Management Statement Part 1."

b) "MCA_Lot 3_Env 2_Financial Workbook Band A."

2.10.7 Where a non-editable file format has been used, the Tenderer must retain an editable copy of the document for submission to Highways England, when requested. Highways England may be required to release documents in the situations covered by section 2.2 above.

2.11. Tender Lot Preferences

2.11.1 Tenders may be submitted only for those lots where the Tenderer has been invited by formal letter of invitation to tender. A tender submitted for a lot where the Tenderer has not been invited will not be considered.

2.11.2 Acceptance onto the Framework and Package Contracts will be awarded to the highest scoring two Tenderers in each of lots 1 to 6 and three Tenderers in each of lots 7 and 8.

2.11.3 The maximum number of lots that may be awarded to a Tenderer in Band A is one. The maximum number of lots that may be awarded to a Tenderer in Band B is two.

2.11.4 In the event that a Tenderer would otherwise be entitled to be awarded more than one lot in Band A or two lots in Band B, then the lot preferences given at selection stage will be used to inform the award procedure, see section Four for application of lot preferences.

2.11.5 In conjunction with Framework Award, Tenderers will be allocated an initial Package based upon their stated preference and ranking according to their final Total Tender Score. See Section Five for further details.

2.11.6 Award also guarantees each successful Tenderer a future Tranche 2 Package Contract on the conditions set out in the contract documents.

2.12. Confirmation of bid team

2.12.1 Within two weeks of tender invitation, Tenderers shall provide the names of all members of their bid team.

2.12.2 Tenderers are to provide an update as and when any new team members join the bid team.

2.12.3 In the interests of avoiding Conflict of Interest, Tenderers must declare any prior involvement of any member of their bid team in the procurement. Highways England may (but is not obliged to):

a) ask the tenderer to propose and implement means of mitigating the conflict to the satisfaction of Highways England;

b) ask for the person to be removed from the bid team; or

c) reject the Tenderer from further participation in the competition.

3. SUBMISSION OF TENDERS

3.1. General

3.1.1 A separate submission is to be made for each lot tendered for noting the requirements of sections 3.3 to 3.6 below.

3.1.2 As set out in Annex C., each tender must be presented with four separate components as follows:

Envelope 1:

a) Envelope 1a: Form of Tender

b) Envelope 1b: Quality Submission

c) Envelope 1c: Policy Compliance Submission

Envelope 2:

d) Envelope 2: Commercial Submission

3.1.3 The specific submission requirements for each section are detailed below:

3.2. Envelope 1a: Form of Tender

3.2.1 The completion of the Form of Tender in the e-Sourcing portal confirms the Tenderer's acceptance of the Conditions of Tender detailed in section 2 and compliance with the Tender Submission criteria.

3.2.2 Highways England seeks confirmation that Tenderers have fully considered all contract conditions and any issues have been raised and answered through the tender query process.

3.2.3 As the tender is conducted using the Restricted Procedure, Highways England is unable to negotiate or amend provisions within the tender documents. It will, however, endeavour to ensure that the contract conditions are understood by all parties.

3.2.4 Highways England will not consider new issues with the tender documents raised by Tenderers following tender submission.

3.2.5 The Form of Tender must be populated with the appropriate information and answers given to the incorporated "tick box" questions. Any response in the negative may lead to the rejection of the tender. It should then be signed by the Tenderer's appropriate representative and submitted along with the tender in the submissions set out in Annex C.via the e-Sourcing portal at https://highways.bravosolution.co.uk for the Delivery Integration Partners.

3.2.6 Tenderers attention is drawn to section 2.10.3 and 2.10.4 of these Instructions.

3.3. Envelope 1b - Quality Submission

3.3.1 The Quality Submission is to consist of the response to 20 quality questions and shall be submitted in four discrete sections, see table below:

Evaluation Criteria	No. of Questions	Quality Mark %
0. Framework overview	**0**	**0%**
1. Strategic Alignment	**3**	**24%**
2. Quality Management	**14**	**50%**
3. Regional Delivery	**3**	**26%**

Framework overview (1.0)

3.3.2 The framework overview is a brief document that Tenderers may use to introduce and summarise their Quality Submission. It may include general statements in support of the Strategic Alignment, Quality Management and Regional Delivery sections of the Quality Submission.

3.3.3 Tenderers submitting multiple tenders across lots must only submit **ONE** framework overview, irrespective of the number of lots tendered for.

3.3.4 The framework overview will supplement the Strategic Alignment, Quality Management and Regional Delivery Statements and will be available to members of all Quality Panels. Tenderers may wish to provide cross-references to statements made in the framework overview.

Strategic Alignment (1.1)

3.3.5 Strategic Alignment quality questions are contained in Annex D. Tenderers submitting multiple tenders across lots must only submit **ONE** Strategic Alignment Statement, irrespective of the number of lots tendered for.

3.3.6 Tenderers must demonstrate commitment to Highways England's three imperatives and how it relates to their own corporate strategy and objectives as outlined in Annex D.

3.3.7 Further information about Highways England's Imperatives of Health and Safety, Customer Satisfaction and the efficient and effective delivery of the Road Investment Strategy, can be found in the Highways England Delivery Plan 2017 to 2018.

3.3.8 For each Strategic Alignment question the Tenderer must propose a series of commitments, which are the Tenderers' quality commitments against the framework objectives. These may be aspirational that will be delivered within the life of the six-year contract period, or commitments to maintain minimum level of services from contract award.

3.3.9 Tenderers are required to respond to EACH question in the specific format outlined in table below.

Mandatory format for Strategic Alignment Responses
Strategic Alignment (commencement)
For each question, demonstrate your organisation's commitment to Highways England's imperatives and how your organisation is aligned to those imperatives.
Maturity self-assessment (current)
For each question, demonstrate your organisation is aware of its current maturity state, how it achieved that state and its strengths, weaknesses, opportunities and threats.
Future Business Strategy (future)
For each question, identify how you intend to change your organisation through the life of the framework to align with imperatives. Provide details of your future strategies and tools you will use to build on your identified strengths and tackle your weaknesses. Describes the benefits and efficiencies you will deliver to Highways England
Commitments
For each question, Tenderers are required to detail the specific SMART commitments that they will commit to that will support Highways England in its journey over the life of the contract

3.3.10 All commitments detailed in the Strategic Alignment Statement shall be extracted and included in the contract Commitments Register in the form of Annex 6 of the Framework Information. The Commitments Register will become part of the framework Quality Plan and Tenderers will be held to account for their delivery of the commitments.

Quality Management (1.2)

3.3.11 The Quality Management Statement (QMS) addresses quality question, which are contained in Annex D. Tenderers submitting multiple tenders across lots must only submit **ONE** Quality Management Statement, irrespective of the number of lots tendered for.

3.3.12 The QMS measures the Tenderer's ability to deliver the framework objectives and Principles, stated in the Framework Information.

3.3.13 The QMS is divided into Part A (Approach) and Part B (Evidence). Tenderers must answer Statements using the format provided in 3.3.7 below.

3.3.14 Part A details the Tenderer's approach in the form of commitments and quality procedures to deliver the framework objectives for each quality question.

3.3.15 For each QMS question the Tenderer must commit to a series of commitments, which are the Tenderers' quality commitments against the framework objectives. These may be aspirational that will be delivered within the life of the six-year contract period, or commitments to maintain minimum level of services from contract award.

3.3.16 In Part A, each Commitment must be supported by the proposed methodology and quality procedures to enable successful delivery of the commitments.

3.3.17 Tenders are required to respond to EACH question using the format outlined below.

Mandatory Format for Quality Management Statement Part A: Approach
QM1 Quality Procedures
Tenderers are required to detail their quality procedures for delivering the framework objectives including details of methodology, resources, systems, key processes, project planning and controls
QM1 Commitments
Tenderers are required to detail the specific SMART commitments that they will commit to that will successfully deliver the framework objectives and detail any continual improvement over the life of the contract

3.3.18 All commitments detailed in Part A of the QMS shall be extracted and included in the contract Commitments Register in the form of Annex 6 of the Framework Information. The Commitments Register will become part of the framework Quality Plan and Tenderers will be held to account for their delivery of the commitments.

3.3.19 The evidence in Part B of the QMS is to consist of verifiable statements showing how the approach proposed in Part A has been developed from the successful delivery of similar work. Examples may include reference to projects from other sectors where transferrable skills and capabilities can be demonstrated. Where an innovative process has been proposed, evidence may include reference to how the process has been developed in concept and tested.

Regional Delivery (1.3)

3.3.20 The Regional Delivery Statement addresses quality questions, which are contained in Annex D. The Regional Delivery Statement is unique to each lot and must be submitted for **EACH** lot that the Tenderer is invited to tender for.

3.3.21 Tenderers are required to demonstrate their approach to mobilise resources, mitigate regional risks and exploit regional opportunities. Tenderers must demonstrate knowledge of local constraints, and ability to create a regional partnership to drive innovation, efficiency and programme delivery.

3.3.22 For each Regional Delivery question the Tenderer must propose a series of commitments, which are the Tenderers' quality commitments against the framework objectives. These may be aspirational that will be delivered within the life of the six-year contract period, or commitments to maintain minimum level of services from contract award.

3.3.23 All commitments detailed in the Regional Delivery Statement shall be extracted and included in the contract Commitments Register in the form of Annex 6 of the Framework Information. The Commitments Register will become part of the framework Quality Plan and Tenderers will be held to account for their delivery of the commitments.

3.3.24 Tenderers are to note that Highways England will also consider whether the Regional solution can be reasonably delivered for the price tendered without delivery risk. Please see section 4.6 (Verification and Sustainability).

Additional (1.4)

Mobilisation programme

3.3.25 In support of the Regional Delivery Statement, Tenderers are to provide a mobilisation programme illustrating the actions and timescales required to complete the mobilisation activities.

3.3.26 A separate mobilisation programme is required for each lot where the Tenderer will be submitting a Tender.

Quality Resource Schedules

3.3.27 Tenderers are to provide a Quality Resource Schedule for Cash Flow Forecast and a Quality Resource Schedule for Mobilisation Lump Sum. These documents must follow the layout in the corresponding template documents identified in Annex C. A tenderer that does not follow the layout in the relevant template may be rejected.

3.3.28 Information provided in the Quality Resource Schedules must align with corresponding information provided in the Resource Cost Schedules.

3.3.29 Separate Quality Resource Schedules are required for each lot where the Tenderer will be submitting a Tender.

Key person schedule

3.3.30 Tenderers are to complete a key person schedule for each lot where they will be submitting a Tender.

3.3.31 The key person schedule must be in the form of the template identified in Annex C.

3.3.32 Tenderers must identify the *key persons* required to deliver the requirements in a region. The minimum period of availability of each member of staff must be stated. CVs or other evidence to demonstrate the key skills required for this framework must be provided for each key person.

Page limits and font sizes

3.3.33 The Quality Submission must not exceed the page limit detailed for each section in the table below:

Quality Submission Section	Page Count
Framework overview	3 sheets of A4 paper (6 sides)
Strategic Alignment Statement (to be submitted in three separate documents aligned to the three questions)	15 sheets of A4 paper (30 sides)
Quality Management Statement (to be submitted in 14 separate documents aligned to the 14 questions)	50 sheets of A4 paper (100 sides) for Parts A and B **combined**.
Regional Delivery Statement	15 sheets of A4 paper (30 sides).
Additional	The following are not included in the above page counts: • The mobilisation programme can be no more than 1 sheet of A3 (2 sides) • The Quality Resource Schedule for Cash Flow Forecast has no page limit but must be submitted on the provided template • The Quality Resource Schedule for Mobilisation Lump Sum has no page limit but must be submitted on the provided template • The *key person* schedule has no page limit but must be submitted on the provided template. • CVs and other evidence to support the key person schedule must not exceed the page limit, which is 1 sheet of A4 paper (2 sides) per person.

3.3.34 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets.

3.3.35 Text must be presented in “Arial” font and be no smaller than 11 point, single-spaced with the margins set at 2.5cm. Text no smaller than 10 point can be used for drawings, diagrams and flow charts.

3.3.36 The page limits and font sizes relate to the entire Quality Submission, including title pages, drawings, diagrams, flow charts and annexes. The pages of any document with a page limit must be numbered. Page numbers and other header or footer information may be included in the margin space.

3.3.36A Tenderers are to divide the Strategic Alignment Statement into three separate documents to align with the three questions provided in Annex D. The pages of each document must be sequentially numbered from 1 to 30. All parts of the Strategic Alignment Statement combined must not exceed the page limit. Where a document includes a part page this will be counted as a full page.

3.3.37 Tenderers are to divide the QMS into 14 separate documents to align with the 14 questions provided in Annex D. The pages of each document must be sequentially numbered from 1 to 100. All parts of the QMS combined must not exceed the page limit. Where a document includes a part page this will be counted as a full page.

3.3.38 If Tenderers consider that any of the page limits are 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.

3.3.39 If the submitted Quality Submission or any part of it exceeds the page limits set out in these Instructions for Tenderers, Highways England may reject the Tender. If it is not rejected, the content of the pages after the limit is reached will be disregarded and will not be considered in the assessment procedure and Highways England may seek for the additional text (or part thereof) not to form part of any final contract. If the Tenderer does not agree, then the Tender will be rejected.

3.4. Envelope 2 – Commercial submission

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

3.4.2 The following documents are to be completed and submitted by Tenderers for each lot tendered for in their Envelope 2 response:

Envelope 2 – Commercial Submission (Separate document for each Lot)
Financial Workbook including Fee Schedule and:

Resource Cost Schedules for Basket of Goods
Resource Cost Schedules for Mobilisation Lump Sum
Resource Cost Schedules for Cash Flow Forecast
Completed Framework Contract Data Part Two

3.4.3 The lump sum items, rates and percentages are to be calculated in accordance with the tables in the Financial Workbook and Resource Cost Schedules provided as part of these Instructions. The prices tendered are to be built up from verifiable forecast costs. A tender that is priced on any other basis may be rejected.

3.4.4 Tenderers must price:

a) all items, rates and percentages in the Financial Workbook and Resource Cost Schedules,

b) all items, rates and percentages to two decimal places and

c) all items, rates and percentages separately.

3.4.5 Tenderers are not permitted to:

a) price any item, rate or percentage within another item, rate or percentage,

b) cross subsidise any item, rate or percentage within any other item, rate, percentage or activity,

c) make any assumptions regarding the use or relevance of any item, rate, percentage or quantity or

d) duplicate any price.

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

3.4.7 Where a Tenderer prices an item, activity, rate or percentage as zero, the Tenderer must provide Highways England with a detailed explanation of why the item, activity, rate or percentage is zero. This information must be included in the Financial Workbook.

3.4.8 In the event that a Tenderer prices an item, activity, rate or percentage as zero, the Tenderer is confirming that the Tenderer's forecast Defined Cost plus Overheads(as applicable) plus profit(as applicable), or lump sum actually incurred and charged to the Employer will be treated as zero.

3.4.9 Tenderers are to include a completed Financial Workbook for each lot. In addition to version control and guidance on how to populate the Financial Workbook it includes the sheets below:

a) Head Office Overhead (HOOH), Local Office Overhead (LOH) and Profit

b) Staff Rate table

c) Mobilisation Lump sum

d) Scheme Cash Flow Forecast

e) Construction Fee %

f) Basket of Goods

g) Construction Management %

Mobilisation Lump Sum

3.4.10 Tenderers are to include within sheet 3 the Mobilisation Lump sum within the Financial Workbook a Lump sum price for the Mobilisation Scope which is detailed in the Scope.

3.4.11 This is a Lump sum price for delivering the Mobilisation scope for the tendered Lot. The Tenderer populates the relevant tables to build up the Mobilisation Lump sum utilising the relevant sheets in the Financial Workbook and Resource Cost Schedule for Mobilisation Lump sum.

Development Phase Fee %

3.4.12 Tenderers are to include a fully detailed build-up of the Development Phase Fee % using the relevant tables in the 3. HOOH, LOH and Profit sheet within the Financial Workbook.

3.4.13 The Development Phase Fee % is used in the Staff Rate Table to calculate staff rates. These staff rates should be used in the Mobilisation Lump sum Resource Cost Schedule and the Indicative Scheme Cash Flow Forecast Resource Cost Schedule to generate a Mobilisation Lump sum and Indicative Scheme Cash Flow Forecast.

Indicative Scheme Cash Flow Forecast

3.4.14 Using the Indicative Scheme described in the Financial Workbook, Tenderers are to include in sheet 4 (Scheme Cash Flow Forecast) a Lump Sum price for PCF Development Phase (PCF Stages 3-5) Scope.

3.4.15 Whilst the Indicative Scheme price is used for the purposes of tender assessment it will contain only the cost of People associated with Development Phase activities (PCF Stage 3-5), Tenderers are to note that Cash Flow Forecasts agreed following award are likely to include surveys/investigations and other advance construction activities. The construction fee percentage will apply to surveys/investigations and other advance construction activities included within the Cash Flow Forecasts.

Construction Fee %

3.4.16 Tenderers are to include a Construction Fee % in sheet 5. Construction Fee % which is built up using the table provided in sheet 5.. This Construction Fee % must be the same as the Construction Fee % included in the Tenderer's completed Contract Data Part 2.

Basket of Goods (BoG)

3.4.17 The Basket of Goods includes a Basket/list of sample Items included within Direct Works in Construction Phase (PCF Stages 6 to 7). Direct Works are works included in Series 200 - Series 5000 of the Manual of Contract Documents for Highway Works -Volume 1.

3.4.18 Highway England's has provided benchmark rate for each item, the benchmark is based on cost intelligence from previous Schemes and industry practice. The benchmark is provided as a guide only to inform pricing and Tenderers are required to submit their own pricing, using the method below, based on their own commercial judgement.

Price Submission

3.4.19 Tenderers are to provide a detailed schedule of the resource costs for each and every item in the BoG. This must follow the requirements identified in the Resource Cost Schedule for the BoG.

3.4.20 The item rate build ups provided in the resource schedule are used to calculate a percentage variance from the Highways England benchmark item rates to give a % variance.

3.4.21 Tenderers are to enter this % variance in sheet 6 within the Financial Workbook. Once a % variance (+ or -) is entered the Tenderers rates specific to the tendered region are automatically calculated in the spreadsheet.

3.4.22 Each individual item shall have a rate entered against it, which shall be informed by entries entered in the resource schedule in the columns provided for each cost component and/or cost of Subcontractors. The entries in the columns shall be to two decimal places.

3.4.23 If the Lot covers more than one region, rates for the items associated with the other region are automatically calculated in the spreadsheet. The rates for the selected region and the automatically calculated rates for the other region within the Lot tendered will constitute ceiling rates for the Lot for those respective regions.

Fixed Pricing

3.4.24 The rates entered in the BoG shall be rates, current at the time of receipt of a full and compliant submission. The rates represent Ceiling

Rates for the respective items in the BoG and are applicable for the contract duration.

3.4.25 The Ceiling Rates are adjusted for inflation in accordance with the contract (as stated in the quotation information).

Method of Measurement

3.4.26 The BoG has been prepared in accordance with the Method of Measurement for Highway Works published by The Stationery Office as Section 1 of Volume 4 of the Manual of Contract Documents for Highway Works.

3.4.27 The relevant publication date of each page of the Method of Measurement for Highway Works is given in the Schedule of Pages and Relevant Publication Dates current at the date of tender return.

3.4.28 The Specification for the BoG shall be the 'Specification for Highway Works', published by HMSO as Volume 1 of the Manual of Contract Documents for Highway Works, relevant publication date current at the date of tender return.

3.4.29 Terms that are included within the Method of Measurement for Highway Works should be replaced with the revised terms listed in table 1:

Table 1:

Terms	Revised DIP terms
…Bill of Quantities	…Basket of Goods
…Contractor	*…Contractor*
…Employer	*…Client*
…Constructional Plant	…Equipment

3.4.30 In the BoG, the item descriptions identify the work covered by the respective items. The rate entered against each item in the BoG is the price for the item or unit of quantity described and shall be deemed to be the fully inclusive value of the works, covering any circumstances in any location within the region.

Construction Management %

3.4.31 Tenderers are to include a Construction Management % in sheet 7.Construction Management % within the Financial Workbook.

3.4.32 The Construction Management % is the proportion of total cost of Contractor's Staff in the Construction Phase (PCF Stage 6 and Stage 7), relative to cost of Direct Works for a Scheme.

3.4.33 Staff is any People as defined in accordance with the Schedule of Cost Components, involved in the planning, design, management, supervision or administration of the works who would not be covered by the Construction Industry Joint Council (CIJC) Working Rule

Agreement. Direct Works are works included in Series 200 - Series 5000 of the Manual of Contract Documents for Highway Works - Volume 1.

Funding Restrictions

3.4.34 Tenderers are to note that these Instructions for Tenderers and the contract do not provide for the up-front payment of 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.

3.4.35 Tenderers are to note that these Instructions for Tenderers and the contract do not provide for Highways England to fund any resources including but not limited to Equipment and Materials needed to provide the Works during the post Mobilisation Scope period within the tendered lump sum Price for the Mobilisation Scope. The tendered lump sum Price for the Mobilisation Scope should include only those costs required specifically to deliver the scope. A tender that is priced on any other basis may be rejected.

3.4.36 Tenderers are to note that these Instructions for Tenderers and the contract do not provide for Highways England to fund the obtaining of a StART score or improvement plan during the mobilisation period. A tender that is priced on any other basis may be rejected.

3.5. Envelope 1c – Policy Compliance Submission

3.5.1 Tenderers are required to return a Policy Compliance Submission, composed of 14 separate completed statements confirming a commitment to adhering to Highways England's relevant policies, see below:

3.5.2 All statements and submissions detailed in the table below must be submitted as part of tender. Failure to provide compliant statements and submissions may result in the tender being rejected.

	Policy	Mandatory requirement	As required (see notes)	Document Required
1	Insurance Compliance	✓		See Below
2a	Parent Company Guarantee statement		✓	See Below
2b	Legal Opinion for non-UK Registered Companies		✓	See Below
2c	Confirmation of alternative form of guarantee		✓	See Below
3	SME Statement	✓		See Below
4a	Information Assurance	✓		See Below

4b	Data Protection	✓		See Below
5	Construction Industry Scheme	✓		See Below
6	Statement of Tenderer's execution process	✓		See Below
7	Anti-Collusion Certificate	✓		Annex 7
8	Fair Payment Charter	✓		Annex 7
9	Anti-bribery Code of Conduct	✓		Annex 7
10	Anti-fraud Code of Conduct	✓		Annex 7
11	Armed Forces Covenant	✓		Annex 7
12	Package preference form	✓		See Below

3.5.3 The Tenderer must review the relevant mandatory requirements and/or

a) answer "Yes" to the corresponding question in the e-Sourcing portal

b) provide the requested documentation

within the tender return.

Statement on Insurance Compliance

3.5.4 The Tenderer must complete the declaration that they hold (or will obtain prior to the times required by a Work Order) the insurances specified in the Work Order , up to the maximum levels required, before the tender can be accepted

3.5.5 The Tender must also confirm that they will take responsibility for any insurance matters within the excess amounts stated within their insurance policies.

Statement for Parent Company Guarantee

3.5.6 For all Tenderers, Highways England will confirm in the invitation to tender letter the acceptable Guarantor.

3.5.7 The Tenderer must submit from the stated Guarantor either:

(1) A certified copy of a Board minute from the Guarantor clearly and unambiguously confirming that it will enter into the Parent Company Guarantee when requested, or

(2) If the Guarantor is:

a) registered in the United Kingdom under the Companies Act 2006, a letter signed by the company secretary and a director (or two directors) of the Guarantor clearly and unambiguously

confirming that it will enter into the Parent Company Guarantee when requested, or

b) not registered in the United Kingdom under the Companies Act 2006

i a letter signed by the equivalent under the law applicable to the Guarantor of the company secretary and a director (or two directors) of the Guarantor clearly and unambiguously confirming that it will enter into the Parent Company Guarantee when requested and

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

If the Tenderer does not submit the relevant documents specified in paragraphs (1) or (2) above, the tender will be rejected.

3.5.8 If the invitation to tender letter requires a Parent Company Guarantee to be provided with the tender, the Tenderer will be required to provide a Parent Company Guarantee from the Guarantor should they be awarded any lot.

Legal Opinion for companies not registered in England and Wales

3.5.9 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).

3.5.10 The legal opinion must also cover the following matters:

a) confirmation that:

i 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;

ii the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Agreement/Guarantee;

iii 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;

iv confirmation of the proposed signatories/method of execution and that this will constitute valid execution by the Foreign Entity;

v 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

vi (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;

b) 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;

c) 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;

d) 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

e) 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.

3.5.11 The tender may be rejected if a legal opinion

a) does not confirm all the matters listed in paragraph 3.5.10(a),

b) does not include the notification required by paragraph 3.5.10(b),

c) indicates that withholding is required to be made under paragraph 3.5.10(c) or

d) does not provide the confirmations required by paragraphs 3.5.10(d) and 3.5.10(e)

Confirmation of alternative form of guarantee

3.5.12 Tenderers that have agreed with Highways England an alternative form of guarantee must provide a statement confirming the details of the offered guarantee and that they will provide the guarantee on request.

Statement regarding Small and Medium Sized Enterprises (SME)

3.5.13 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.

3.5.14 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. Specifically the Tenderer must confirm compliance to action the below:

a) to advertise, on the UK government Contracts Finder portal, all subcontract opportunities arising from this contract, above a minimum threshold of £25,000;

b) Report all annual subcontracting spend, with report clearly detailing how much the Supplier spends directly with SME organisations in the delivery of the framework contract

3.5.15 This statement

a) must form a separate document for each lot,

b) does not have a page limit or count towards any other page limit; and

c) does not form part of the tender assessment and will not be assessed.

3.5.16 Highways England will make the successful Tenderers' SME Subcontracting statement(s) available as part of any publication on Contracts Finder.

Statement regarding Information Assurance

3.5.17 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.

3.5.18 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. These proposals must be compatible with the Highways England data handling procedures provided in the tender documents.

Statement regarding The General Data Protection Regulation (GDPR)

3.5.19 Tenderer are to provide a statement signed by the Chief Information Officer confirming that the methods and additional procedures the are undertaking to comply with the GDPR obligations.

Statement regarding Construction Industry Scheme registration

3.5.20 Tenderers are to provide a statement confirming either:

a) They are registered under the Construction Industry Scheme (https://www.gov.uk/what-is-the-construction-industry-scheme), along with their CIS number; or

b) They will register for the Construction Industry Scheme as soon as possible after award of the framework (HMRC may decline to register a non-UK company under the scheme until they have been awarded work).

3.5.21 Tenderers are to note that tax rules may cause delays in payment if they are not registered under the scheme.

Statement of the Tenderer's execution process

3.5.22 Tenderers are to provide a statement summarising their process and timescales for executing the framework, following the award decision (should they be successful). For example, a Tenderer may require a formal decision from the board of their overseas parent company.

3.5.23 This document will not be considered as part of the Tender evaluation but will be referenced following the award decision.

Package preference form

3.5.24 Tenderers are to identify their order of preference for packages in each lot where they are submitting a tender. Tenderers must complete the template identified in Annex C with information for each lot where they are submitting a tender.

3.5.25 This document will not be considered as part of the Tender evaluation but will be referenced following the award decision.

Freedom of Information withholding statement

3.5.26 As stated in section 2.2, Tenderers may submit a statement on documents that they would wish to withhold under the Freedom of Information Act. This statement is not assessed.

4. TENDER EVALUATION PROCEDURE

4.1. Evaluation Method

4.1.1 The evaluation will identify the most economically advantageous tender (MEAT) for each initial Package and lot by combining the validated Quality Scores and Commercial Scores in the ratio of 80% (Quality) and 20% (Commercial). The evaluation and validation process is explained below.

4.1.2 To support delivery of a value for money & sustainable tender proposal the primary purpose of the Tender Evaluation is to evaluate:

a) How strategically aligned the Tenderers are to our Imperatives which set our strategic direction.

b) How the proposed commitments and approach (Part A) will best meet the Contract Objectives.

c) Highways England's overall confidence in the Proposal to determine how well the approach is supported by Evidence provided in Stage 2 (Part B) and tested in Stage 3: Verification. See figure 1 below.

d) Highways England's overall confidence that the Proposal has been tailored to suit the needs of the regional programme and that it can be delivered sustainably. See figure 2 below.

FIG 1. LEVEL OF CONFIDENCE IN THE QUALITY STATEMENT

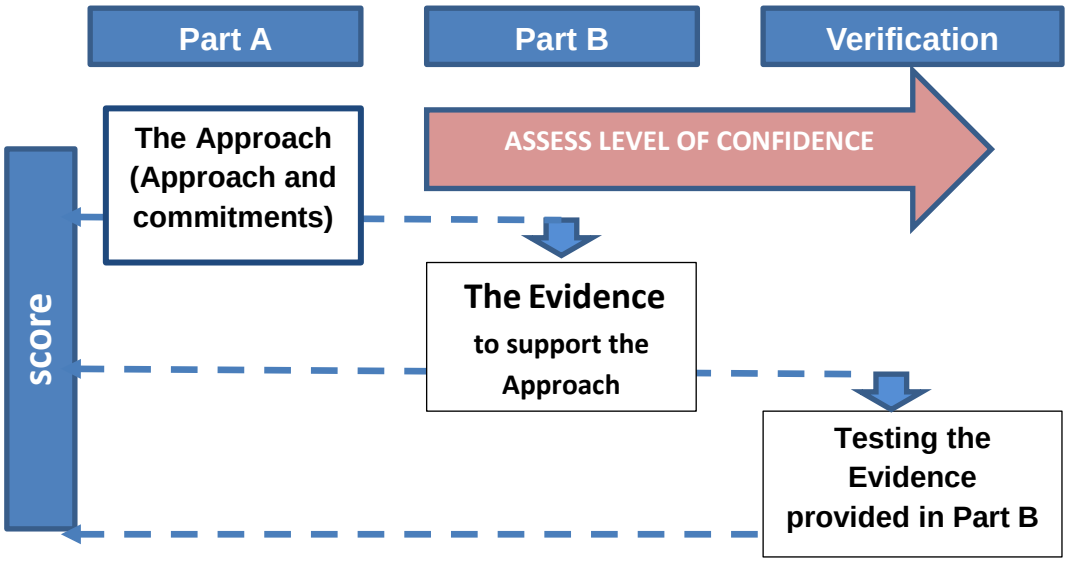
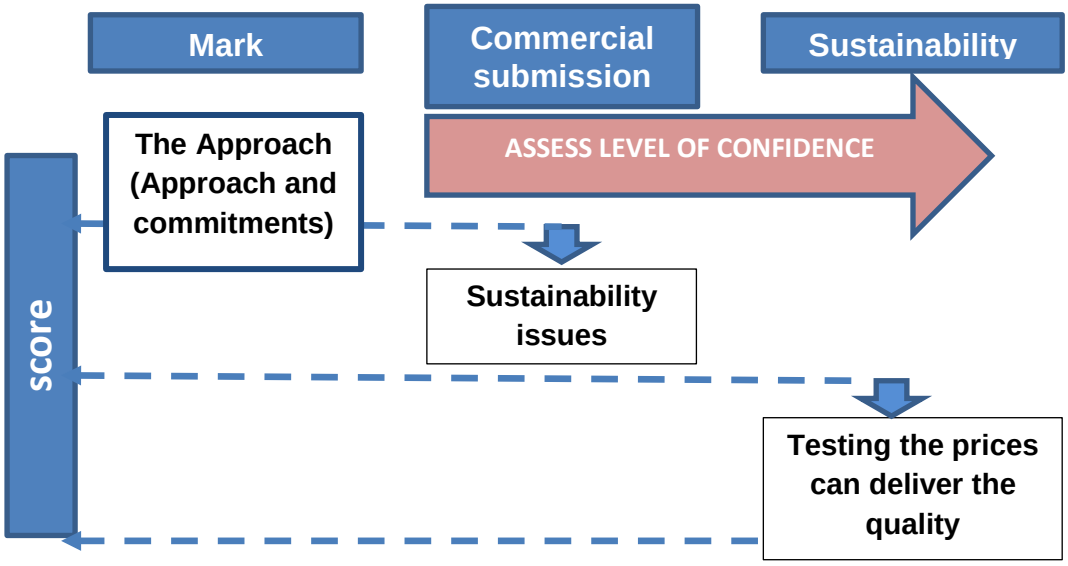
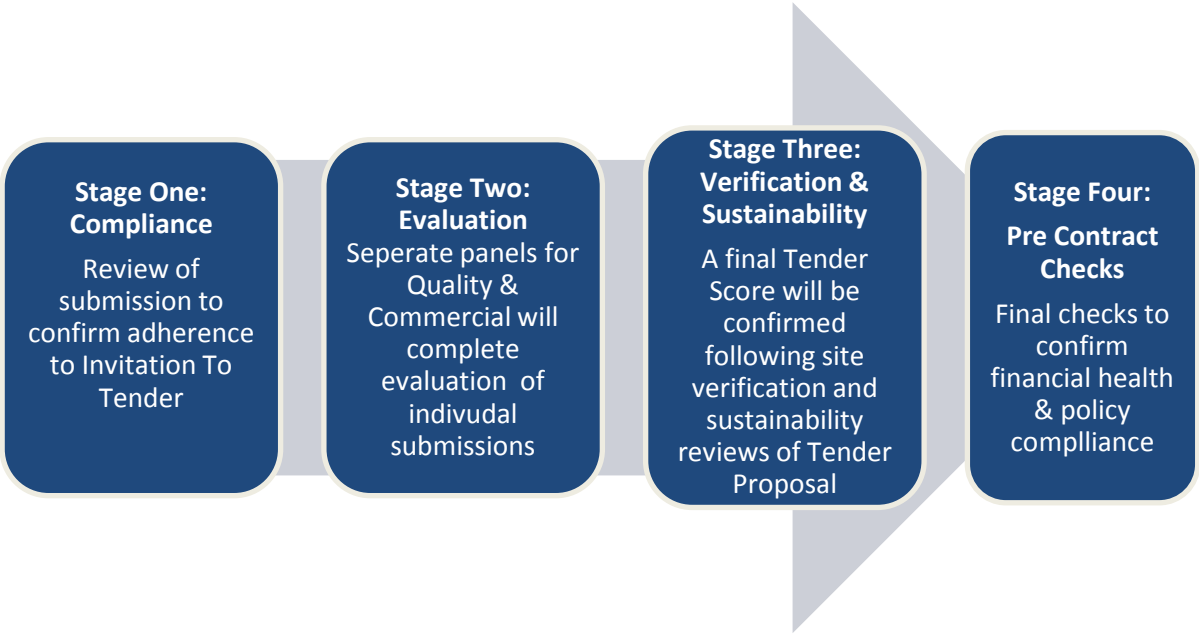


FIG 2. LEVEL OF CONFIDENCE IN THE REGIONAL STATEMENT

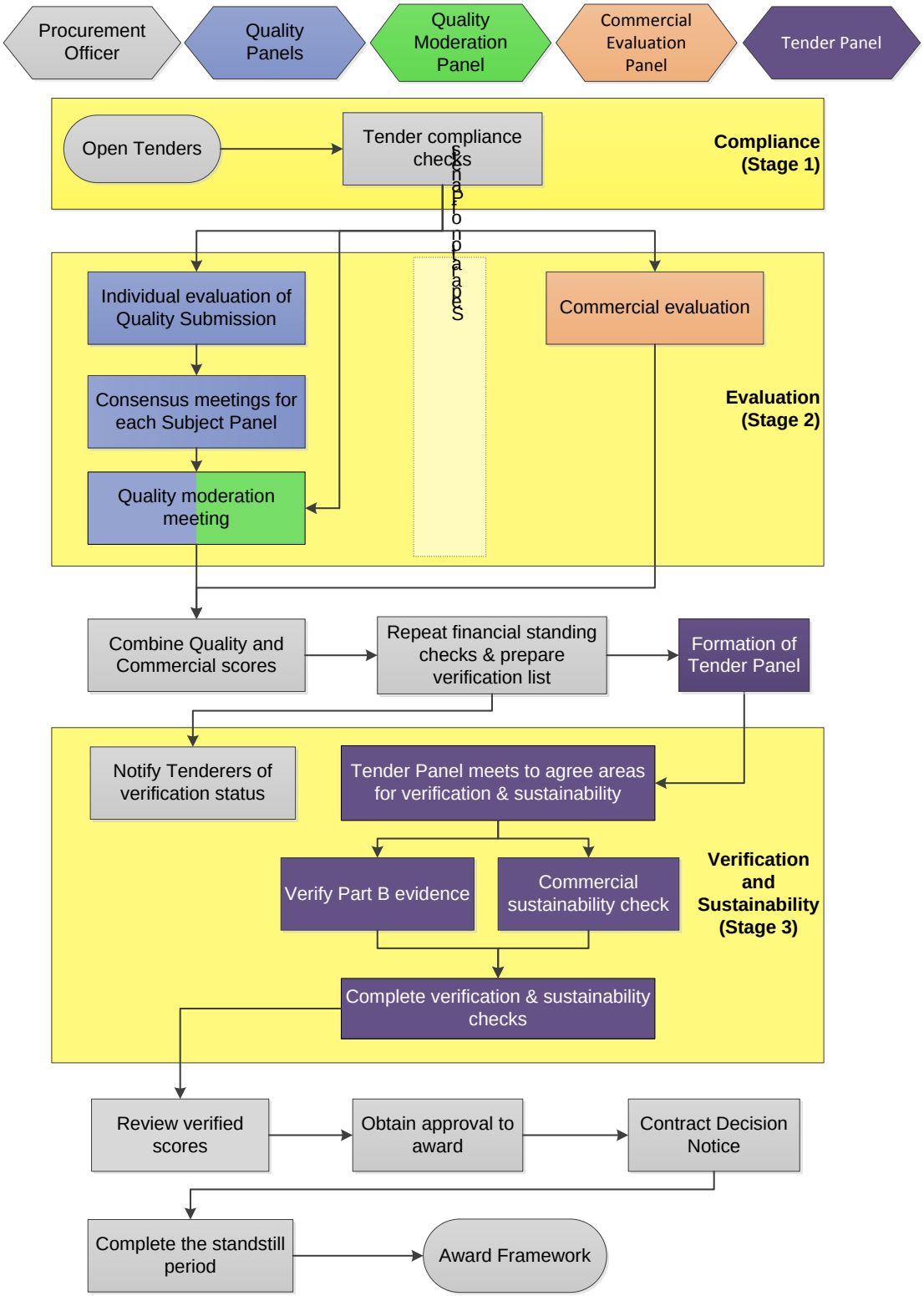


4.2. Evaluation Procedure

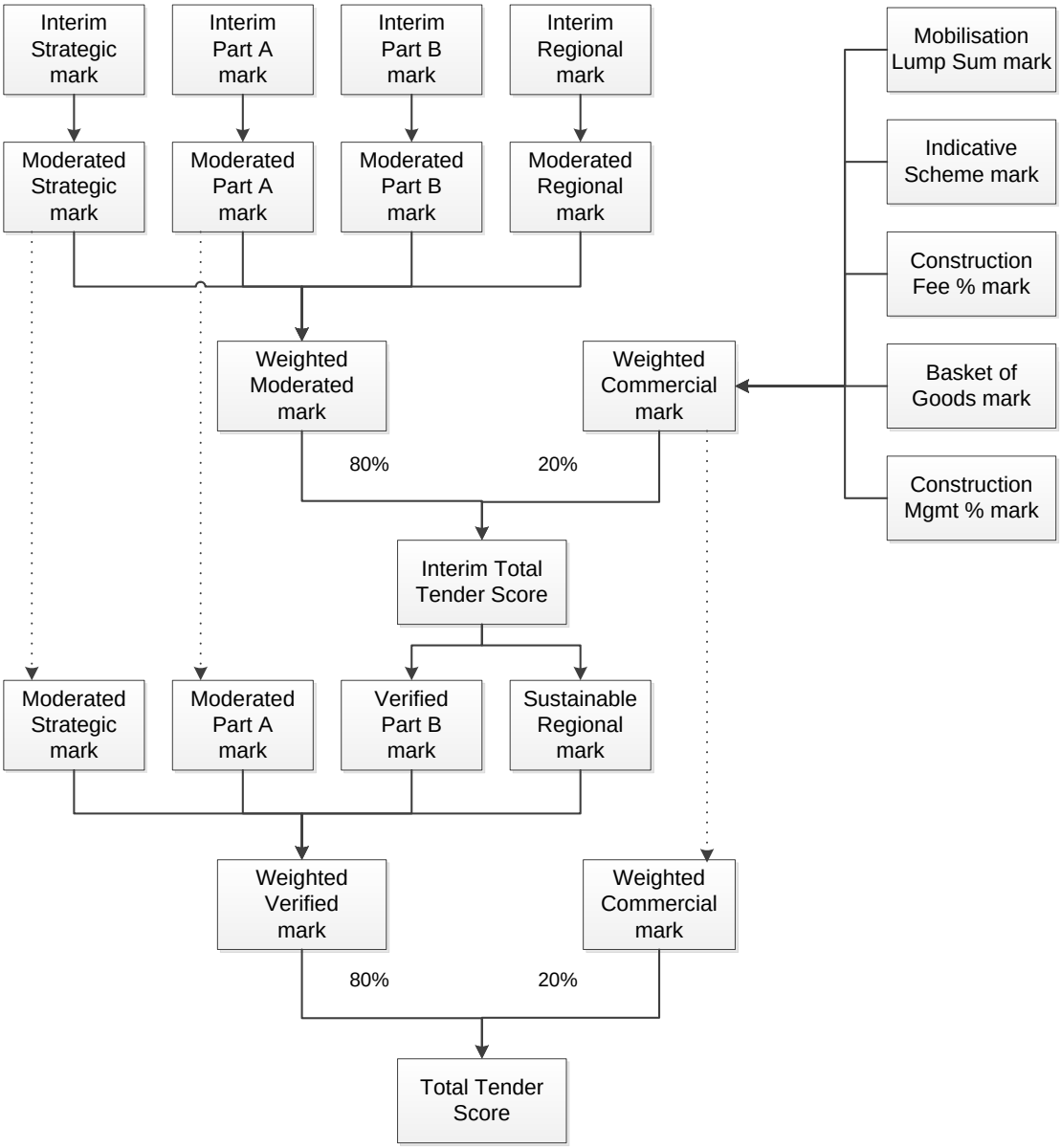
4.2.1 Highways England's tender evaluation will be carried out in four distinct stages.



4.2.2 The end to end process for each stage is summarised in the flowchart below:



4.2.3 The marking and scoring of tenders through the end to end process is summarised in the flowchart below:



4.2.4 During the evaluation period, Highways England reserves the right to seek clarification in writing or by means of a clarification meeting (and confirmed in writing) from any or all of the Tenderers solely to assist in its consideration of their tender but shall be under no obligation to do so

4.2.5 The Tenderer acknowledges that any documents and information submitted as part of the tender or for evaluation and/or verification purposes represent the proposals for meeting Highways England's requirements, but do not in any way override or modify those requirements. If awarded the contract, the Tenderer will remain liable to comply with the obligations set out in the documents forming part of the contract. The Tenderer shall not be relieved from compliance with these obligations by any:

a) Verification, due diligence or sustainability check carried out by the Highways England on any part of the tender,

b) Evidence, assumptions or other information provided by the Tenderer to support (a)

c) Clarification requested by Highways England and provided by the Tenderer (whether orally or in writing) as part of the assessment process

4.3. Stage 1 – Compliance

4.3.1 In this stage, Highways England will undertake an initial check for tender completeness and compliance, including:

a) Correct documents & submissions have been made in accordance with Tender Submission & Tender Clarification requirements

b) The format of submitted documents is correct

c) The page count and font size in submitted documents is correct

d) That no further documents submitted beyond those required

e) The Form of Tender has been signed and correctly completed

f) That the mandatory documents and any applicable optional documents provided in Envelope 1c, Policy Submission, have been completed correctly

g) Tenders have only been submitted for those lots that the Tenderer was invited to tender for.

4.3.2 A tender that does meet these conditions may result in the tender being rejected. Highways England's decision in the matter will be final.

4.4. Stage 2 - Tender Evaluation

Quality Marking

4.4.1 The Quality Submission, comprising the documents submitted in Envelope 1b, will be issued for evaluation to Quality Panels and then moderated by the Quality Moderation Panel. The documents issued to each panel are stated in Annex C.

4.4.2 The Quality Panel will be composed of subject matter experts, with each panel allocated quality questions relevant to their specialist area.

4.4.3 Each Quality Panel member, working independently, will award Interim Marks for the evaluation criteria using the seven-point marking system and criteria set out in Annex D.

4.4.4 For the Strategic Alignment Statement and Regional Delivery Statement the Quality Panel members will award a single mark for each question.

4.4.5 For the Quality Statement the Quality Panel members will award separate marks for Part A and Part B.

4.4.6 A consensus meeting will be held with the members of each Quality Panel to agree the Interim Mark(s) and rationale for each question evaluated.

Quality Moderation Panel

4.4.7 Following consensus, the Quality Panel will present the Interim Mark and rationale to the Quality Moderation Panel for moderation. The Quality Moderation Panel will provide challenge and quality assurance to the Quality Panels to justify Interim Marks and rationales for each Tender are in compliance with the scoring criteria.

4.4.8 The Quality Moderation Panel will have access to all documents seen by the Quality Panels.

4.4.9 The Quality Moderation Panel will have the right to suggest adjustment to any rationales or Interim Marks provided by the Quality Panel to produce a Moderated Mark, based on clarification sought from the Tenderer to remove ambiguity, lack of consistency or their own observations on the tender.

4.4.10 Where there is any variance between the Interim Mark and the Moderated Mark, changes will be fully documented and agreed with the Quality Panel. Where agreement cannot be reached the Quality Panel will determine the Moderated Mark by repeating the process set out in paragraphs 4.4.1 to 4.4.6.

4.4.11 Any uncertainty over the meaning of the Quality Submission will be removed, via tender clarification queries, before the Quality Moderation Panel completes their moderation of the marks. No further tender clarification queries on the Strategic Alignment Statement and the Quality Part A response will be made after the moderation of the marks has been completed.

4.4.12 Tenderers who achieve a Moderated Mark of 3 or less in Health & Safety question SA2 or in either Part A or Part B of Health & Safety questions QM13 and QM14 may be excluded from further consideration in this competition. If, following verification, the Tenderer's Verified Part B Mark for questions QM13 or QM14 falls to a mark of 3 or less then the Tenderer may be excluded.

4.4.13 Tenderers who achieve a Moderated Mark of 3 or less in the Strategic Alignment Statement, Quality Management Statement Part A or Part B and Regional Delivery Statement for a total of three or more questions may be excluded from further consideration in this

competition. If, following verification, the Tenderer's Moderated Marks for Strategic Alignment, Moderated Part A Marks, Verified Part B Marks and Sustainable Regional Delivery Marks for a total of three or more quality questions are 3 or less then the Tenderer may be excluded.

Weighted Moderated Marks

4.4.14 Following moderation, the Quality Moderation Panel will agree a Weighted Moderated Mark for the overall Quality Submission using the formulae below.

Strategic Alignment Statement: • S1.1 to S1.3 = ((Mark for question /7)*100) * Section Weighting Moderated Mark for Strategic Alignment Statement = S1.1 + S1.2 + S1.3
Quality Management Statement: The total of all Part A and Part B marks in a section, divided by the maximum available mark in that section and then multiplied by the section weighting, as illustrated by the formula: • S2.3 = (((Mark for QM3 Part A + Mark for QM3 Part B + Mark for QM4 Part A + Mark for QM4 Part B + Mark for QM5 Part A + Mark for QM5 Part B)/42)*100) * Section Weighting. Repeated for all sections. Moderated Mark for Quality Management Statement = S2.1 + S2.2 + S2.3 + S2.4 + S2.5 + S2.6 + S2.7
Regional Delivery Statement: • S3.1 to S3.3 = ((Mark for question /7)*100) * Section Weighting. Moderated Mark for Regional Delivery Statement = S3.1 + S3.2 + S3.3
Weighted Moderated Mark = Moderated Mark for Strategic Alignment Statement + Moderated Mark for Quality Management Statement + Moderated Mark for Regional Delivery Statement

Commercial Evaluation

4.4.15 The Commercial Evaluation Panel is accountable for ensuring the Commercial Submission is evaluated in accordance with these Instructions for Tenderers.

4.4.16 In stage 2, the Commercial Evaluation Panel will be completely independent of quality evaluation, and no quality documents or information will be shared.

4.4.17 The Commercial Evaluation Panel will evaluate all the price elements included in the Financial Workbook and Resource Cost Schedules using the four step process below:

Step	Purpose
Step One: Compliance Check	The Commercial Evaluation Panel will ensure each Tender is compliant and may reject any tenders that fail to meet the conditions
Step Two: Price Assessment	All Tenders will be assessed and scored against Lowest Price
Step Three: Sustainability Assessment	Submitted prices will be risk assessed against overall sustainability
Step Four: Price Assessment Report	A final Price Score for each Tenderer (who has not been excluded)

4.4.18 The Commercial Submission includes five distinct tender price elements which are each assessed and scored separately. For each Tenderer within each lot, the financial score of all the price elements is produced to give a Price Score for the tenderer for that lot out of 100 and then weighting applied in accordance with the below table to give a final financial score.

Table A: Financial Score Weightings

	Tender Price Element	Weighting
1.	Mobilisation Lump Sum	2.5%
2	Cash Flow Forecast for an Indicative Scheme	10%
3	Construction Fee %	22.5%
4	Basket of Goods	40%
5	Construction Management %	25%
	Total	100%

4.4.19 The Commercial Evaluation Panel will check that the resources and costs in the Resource Cost Schedules and the prices in the Financial Workbook factually correspond. If they do not correspond and the Tenderer fails to provide a satisfactory explanation the tender will be rejected.

Step One: Compliance Checks

4.4.20 The Commercial Evaluation Panel will confirm that Tenderers have submitted the Financial Workbook in accordance with 3.5.1 to 3.5.9

4.4.21 Where this identifies potential non-compliance Highways England may require the Tenderer to provide further written details of the constituent elements of the overall tendered Lump sum, rates,

percentages or any other information which Highways England considers relevant.

4.4.22 If following clarification they do not correspond with conditions in 3.5 and the Tenderer fails to provide a satisfactory explanation the tender may be rejected.

4.4.23 Examination of documents may detect errors in computation that may undermine the reliability of the tender. Tenders may be corrected to take into account misplaced decimal points, etc. or patent errors in arithmetic. Tenderers will be notified and will be asked to confirm the corrected tender or withdraw from the competition within two working days.

Step Two: Price Evaluation

Mobilisation Lump sum
Evaluation

4.4.24 The Commercial Evaluation Panel will determine a Mobilisation Lump sum for each Tenderer for each Lot, which is built up by the tenderers using:

a) A fully resourced activity schedule, which includes all the activities required to deliver the Mobilisation scope.

b) Activity Schedule including hours per role for the required activity identified in a) above. Expenses where applicable in accordance with Highways England Travel and Subsistence Policy

c) Staff rates for various roles in the Staff Rate Table built up from verifiable defined staff costs, overheads (Head Office Overhead, Local Office Overhead), profit, etc.

4.4.25 The sum of the product of Staff Rates and hours for various roles per activity for the Mobilisation Scope and expenses gives a Mobilisation Lump sum for each tenderer. This Lump sum for each Tenderer is used for financial scoring.

Scoring

4.4.26 The Tenderer with the lowest Mobilisation Lump sum in each Lot, which has not been excluded from further tender assessment, will be given a score of 100. The score of the other Tenderers, in each Lot, who have not been excluded from further tender assessment, will be calculated by deducting from 100 the percentage variance by which their Mobilisation Lump sum is above the lowest Mobilisation Lump sum in their respective Lot.

4.4.27 If a tender is subsequently excluded from further tender assessment these scores will be recalculated. This is Lowest Price Score for Mobilisation Lump sum out of 100. There will be no negative scoring, the minimum Lowest Price Score that any Tenderer can receive is capped at Zero. See the sample calculation in the table below.

Price Assessment for Mobilisation Lump Sum				
Lowest Price	**£30,535,665**			
Tenderer	**Tenderers Mobilisation Lump sum price**	**Lowest Price Rank**	**Variance from Lowest**	**Lowest Price Score**
Tenderer A	£37,535,665	5	22.92%	77.08
Tenderer B	£31,535,789	2	3.28%	96.72
Tenderer C	£32,735,665	4	7.20%	92.80
Tenderer D	£32,535,665	3	6.55%	93.45
Tenderer E	£30,535,665	1	0.00%	100.00
Tenderer F	£38,535,665	6	26.20%	73.80

Cash Flow Forecast for an Indicative Scheme

Evaluation

4.4.28 The Commercial Evaluation Panel will determine a Cash Flow Forecast for each Tenderer for each Lot which is built up by the tenderers using:

a) A fully resourced activity schedule, which includes all the activities required to deliver the Development Phase for PCF Stage 3 to 5,

b) Activity Schedule includes hours/days per role for the required activity identified in a) above. Expenses/disbursement where applicable in accordance with Highways England Travel and Subsistence Policy,

c) Staff rates for various roles in the Staff Rate Table build up from verifiable defined staff costs, overheads (Head Office Overhead, Local Office Overhead), profit, etc.

4.4.29 The sum of the product of Staff Rates and hours for various roles per activity and expenses for the Development Phase Scope gives a Development Phase Cash Flow Forecast for PCF Stage 3 to 5 for each tenderer. This Lump sum for each Tenderer is then used for financial scoring.

Scoring

4.4.30 The Tenderer with the lowest Cash Flow Forecast in each Lot, which has not been excluded from further tender assessment, will be given a score of 100. The score of the other Tenderers, in each Lot, who

have not been excluded from further tender assessment, will be calculated by deducting from 100 the percentage variance by which their Cash Flow Forecast is above the lowest Cash Flow Forecast in their respective Lot.

4.4.31 If a tender is subsequently excluded from further tender assessment these scores will be recalculated. This is Lowest Price Score for Cash Flow Forecast out of 100. There will be no negative scoring, the minimum Lowest Price Score that any Tenderer can receive is capped at Zero. See the sample calculation in the table below.

Price Assessment for Indicative Scheme Cash Flow Forecast				
Lowest Price	**£60,000,000**			
Tenderer	**Tenderers Total Indicative Scheme Cash Flow Forecast**	**Lowest Price Rank**	**Variance from Lowest**	**Lowest Price Score**
Tenderer A	£85,000,000	5	41.67%	58.33
Tenderer B	£60,000,000	1	0.00%	100.00
Tenderer C	£75,000,000	3	25.00%	75.00
Tenderer D	£90,000,000	6	50.00%	50.00
Tenderer E	£70,000,000	2	16.67%	83.33
Tenderer F	£83,000,000	4	38.33%	61.67

Construction Fee %

Assessment

4.4.32 The Commercial Evaluation Panel will determine a Construction Fee % for each Tenderer for each Lot which is built up by the tenderers using the table provided in the Construction Fee % spreadsheet in the Financial Workbook. For each tenderer a Construction Fee allowance is calculated by applying the tendered Construction Fee % to an indicative lot specific construction value. This Construction Fee allowance is then used for financial scoring.

Scoring

4.4.33 The Tenderer with the lowest Construction Fee allowance in each Lot, which has not been excluded from further tender assessment, will be given a score of 100. The score of the other Tenderers, in each Lot, who have not been excluded from further tender assessment, will be calculated by deducting from 100 the percentage variance by which their Construction Fee allowance is above the lowest Construction Fee allowance in their respective Lot.

4.4.34 If a tender is subsequently excluded from further tender assessment these scores will be recalculated. This is Lowest Price Score for Construction Fee % out of 100. There will be no negative scoring, the

minimum Lowest Price Score that any Tenderer can receive is capped at Zero. See the sample calculation in the table below.

Price Assessment for Construction Fee %					
Lowest Price		**£6,016,355**			
Lot Specific Construction Works Value		**£120,327,104.75**			
Tenderer	**Tenderers Construction Fee %**	**Projected Lot Specific Construction Fee**	**Lowest Price Rank**	**Variance from Lowest**	**Lowest Price Score**
Tenderer A	8.2%	£9,866,823	3	64.00%	36.00
Tenderer B	9.0%	£10,829,439	4	80.00%	20.00
Tenderer C	7.0%	£8,422,897	2	40.00%	60.00
Tenderer D	5.0%	£6,016,355	1	0.00%	100.00
Tenderer E	10.0%	£12,032,710	5	100.00%	0.00
Tenderer F	11.0%	£13,235,982	6	120.00%	0.00

Basket of Goods

Assessment

4.4.35 The Commercial Evaluation Panel will determine the total of the BoG rate items amounts, tested against indicative quantities for the different classification and number of Schemes within a Lot. This BoG allowance in is then used for financial scoring.

Scoring

4.4.36 The Tenderer with the lowest BoG allowance in each Lot, which has not been excluded from further tender assessment, will be given an initial score of 100. The initial score of the other Tenderers, in each Lot, who have not been excluded from further tender assessment, will be calculated by deducting from 100 the percentage variance by which their BoG allowance is above the lowest BoG allowance in their respective Lot.

4.4.37 If a tender is subsequently excluded from further tender assessment these scores will be recalculated. This is Lowest Price Score for BoG allowance out of 100. There will be no negative scoring, the minimum Lowest Price Score that any Tenderer can receive is capped at Zero. See the sample calculation in the table below.

Price Assessment for Basket of Goods						
Number of Junctions Schemes		**3**				
Number of Widening Schemes		**1**			**Lowest Price**	**£4,242,537.50**
Tenderer	**Junctions Price**	**Widening Price**	**Lot Specific Price**	**Lowest Price Rank**	**Variance from Lowest**	**Lowest Price Score**
Tenderer A	£2,959,167.00	£1,950,474.00	**£4,909,641.00**	2	15.72%	84.28
Tenderer B	£4,858,927.50	£2,005,146.50	**£6,864,074.00**	6	61.79%	38.21
Tenderer C	£2,192,673.00	£2,049,864.50	**£4,242,537.50**	1	0.00%	100.00
Tenderer D	£4,713,192.00	£1,459,536.50	**£6,172,728.50**	4	45.50%	54.50
Tenderer E	£4,785,675.00	£1,977,724.50	**£6,763,399.50**	5	59.42%	40.58
Tenderer F	£3,853,422.00	£1,205,433.50	**£5,058,855.50**	3	19.24%	80.76

Construction Management %

Assessment

4.4.38 The Commercial Evaluation Panel will determine a Construction Management % for each Tenderer for each Lot which is built up by the Tenderers using the table provided in the Construction Management % spreadsheet in the Financial Workbook. For each Tenderer a Construction Management allowance is calculated by applying the tendered Construction Management % to an indicative value of Direct Works for a given Lot. This Construction Management allowance is then used for financial scoring.

Scoring

4.4.39 The Tenderer with the lowest Construction Management allowance in each Lot, which has not been excluded from further tender assessment, will be given a score of 100. The score of the other Tenderers, in each Lot, who have not been excluded from further tender assessment, will be calculated by deducting from 100 the percentage variance by which their Construction Management allowance is above the lowest Construction Management allowance in their respective Lot. If a tender is subsequently excluded from further tender assessment these scores will be recalculated. This is Lowest Price Score for Construction Management %out of 100. There will be no negative scoring, the minimum Lowest Price Score that any Tenderer can receive is capped at Zero. See the sample calculation in the table below.

Price Assessment for Construction Management %					
Schemes Value:	**£74,699,7`54.07**			**Lowest Price**	**£11,951,960.65**
Highways England Benchmark:	**20%**				
Tenderer	**Tenderers Construction Management Fee %**	**Projected Lot Construction Management Fee**	**Lowest Price Rank**	**Score Percentile of Lowest**	**Lowest Price Score**
Tenderer A	21.00%	**£15,686,948.35**	5	31.25%	68.75
Tenderer B	17.00%	**£12,698,958.19**	2	6.25%	93.75
Tenderer C	18.00%	**£13,445,955.73**	3	12.50%	87.50
Tenderer D	22.00%	**£16,433,945.90**	6	37.50%	62.50
Tenderer E	20.00%	**£14,939,950.81**	4	25.00%	75.00
Tenderer F	16.00%	**£11,951,960.65**	1	0.00%	100.00

Total Lowest Price Score

4.4.40 The Lowest Price Score for each respective tendered price element (out of 100) is weighted in accordance with Table A: Financial Score Weightings to give a weighted Lowest Price Score for each tendered price element. The weighted Lowest Price Scores for all the tendered price elements is combined to give an overall Total Lowest Price

Score for each tenderer within each Lot. Tenderers Total Lowest Price Score will be rounded to the nearest whole number.

Step Three : Sustainability Assessment

4.4.41 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 profit for the successful Tenderers

4.4.42 The Commercial Evaluation Panel will therefore assess that the Tenderer's Commercial Submission, as a minimum, is capable of covering the costs to be incurred and can reasonably be sustained over the life of contract.

4.4.43 As part of these assessments, the Commercial Evaluation Panel may ask to be provided with original evidence that demonstrates that the allowances made are based on costs actually or likely to be incurred. The team may wish to interview appropriate accounting or any other staff to provide the level of satisfaction required.

4.4.44 Failure to co-operate and to provide evidence to support any part of this aspect of the tender may result in the tender being rejected.

4.4.45 The Panel will review the material submitted with the tender to verify that the resources proposed are likely to deliver the level of service and may seek further clarification from the Tenderer to enable it to understand the submission better. These clarifications may be sought in writing or at a meeting called for that purpose (and confirmed in writing).

4.4.46 The Panel will look to evaluate, but will not be limited to, the following:

a) the evidence to substantiate cost build-up and calculations

b) the evidence that prices are based on verifiable forecast Defined Cost (or forecast cost where appropriate),

c) the evidence that the commercial approach to risk is realistic and appropriate,

d) the level of variance of submitted Basket of Goods rates against Highway England benchmark rates,

e) the variance of the Tenderers price to the average median price of the submitted tenders for the respective Lot,

f) that the commercial approach to risk is realistic and appropriate.

4.4.47 Any sustainability risks which cannot be resolved through clarification will be identified as:

a) **Low Confidence** –The cost assessment has identified areas of outstanding sustainability issues which cannot be determined until the Tender Panel meets as part of the Verification & Sustainability procedure detailed in section 4.7 below.

b) **High Risk:** Highway England is not able to assess price due to significant financial risk. This will be determined where Highway England has identified quantifiable evidence that the tendered costs are unable to deliver the Framework & Scheme Objectives. For example, submitted fee is not sufficient to cover tenderer's minimum costs. In this instance the tender will be managed via the Abnormally Low Procedure, as provided in the Public Contract Regulations 2015. If following clarification and challenge, the Tenderer cannot substantiate the high risk to Client satisfaction, the Tender may be disqualified as Abnormally Low

4.4.48 Areas of Low Confidence may result in adjustment downwards to the score for the Regional Quality Criteria as part of Verification and Sustainability (Section 4.8 below).

Step Four: Price Assessment Report

4.4.1 The Lowest Price Scores will be weighted in accordance with Table A: Financial Score Weightings and are added together to give an overall Final Price Score out of 20 for each tenderer within each lot.

4.4.2 The Financial Evaluation Panel will produce a report containing :

a) Summary of Tenderers submitted price

b) Tenderers rejected through non-compliance or abnormally low submissions

c) Each Tenderer's Price Score based on Lowest Price Assessment

d) Area of Low Confidences that need to be addressed as part of Verification & Sustainability

e) Final Price Score for each Tenderer

4.5. Interim Tender Score

4.5.1 The Weighted Moderated Mark for quality and the Final Price Score for each Tenderer will be combined in the ratio 80:20 applied to the

quality and commercial scores respectively. The total will be rounded to one decimal place.

4.5.2 The combined score will form an **Interim Total Tender Score** for each Tenderer using table below:

Lot 1	Weighted Moderated Quality Mark (A)	Weighted Commercial Mark (B)	80% Quality Score (C) [(A)*0.8]	20% Price Score (D) [(B)*0.2]	Interim Total Tender Score [(C)+(D)]
Tenderer A					
Tenderer B					
Tenderer C					

Tenderer Ranking

4.5.3 The Interim Total Tender Score will then be used to rank Tenderers in each lot from highest to lowest.

4.5.4 If tenderers are tied on the same score then the tenderer with the highest Quality Score will take precedence. If tenderers are still tied then the tenderer with the highest marks for Health & Safety (questions SA2, QM13 and QM14 combined) will take precedence.

4.5.5 The Tenderers will be re-assessed using the financial standing tests as stated at Selection Stage for the lot or combination of lots where they have not otherwise been rejected. If material financial risk is identified this may result in a Tenderer being excluded from one or more lots, as specified in the Selection Questionnaire guidance.

4.6. Stage 3 – Verification & Sustainability

4.6.1 Representatives of the Quality Panels, Quality Moderation Panel and the Commercial Evaluation Panel will combine to form the **Tender Panel** at the end of Stage 2, who shall

a) verify the Part B Quality Evidence,

b) review and consider price sustainability issues identified as part of Price Scoring; and

c) agree the Total Tender Score after completion of the Verification & Sustainability stage

4.6.2 All Tenderers who have not otherwise been excluded will be invited to a verification and sustainability meeting with representatives from the Tender Panel.

4.6.3 The Tender Panel is not permitted to increase any scores from Stage 2 of the quality or commercial evaluation procedure. However, they may adjust the final Total Tender Scores through the following means:

a) Reduce marks for Quality Statement Part B Evidence by using the pre-agreed Verification Assessment procedure below *(the Verification Assessment*).

b) Reduce marks for the Regional Statement by using the pre-agreed sustainability Assessment procedure below *(the Sustainability Assessment)*

Verification Assessment

4.6.4 The Verification assessment will seek to test the submitted Part B Evidence in the Quality Management Statement to ascertain that:

a) the Part B evidence is verifiable.

4.6.5 New information cannot be submitted and the Tender Panel cannot increase Part B scores above those assessed in Stage 2.

4.6.6 As part of the Verification process, the Tender Panel will not reconsider the Moderated Scores for Strategic Alignment, Part A of the Quality Statement or the Regional Delivery Statement, nor will they seek or permit the submission of any new information from the Tenderer that was not contained in the tender.

4.6.7 Where the Tender Panel will interact directly with a Tenderer as part of Verification, a minimum of two members of the Tender Panel and a procurement officer will be present. The Tender Panel may:

a) request evidence on areas that the Panel identified during the Stage 2 assessment.

b) use any practical means and may approach any person or organisation named in the Tender as part of the Verification.

4.6.8 Key topics for Verification will be submitted in advance of any meeting with Tenderers and answers/information provided will be recorded as part of the overall tender assessment procedure.

4.6.9 Following verification by the Tender Panel, the marks given for each question in Part B will be reviewed in accordance with the Table F3 scoring matrix in Annex D. The review will utilise the original mark and supporting information checked through verification. A final Verified Part B Mark will then be agreed by the Tender Panel.

4.6.10 If the Verified Mark is different from the original mark agreed in Stage 2, the Tender Panel must fully document the reason for adjustment and that Quality Panel fully supports adjustment.

Sustainability Assessment

4.6.11 For each Tenderer, the Tender Panel will review the list of sustainability issues produced from the Commercial Evaluation Panel.

4.6.12 The Tender Panel will consider issues in conjunction with quality commitments and submissions. The Tender Panel will identify key issues that may reduce confidence that promises can be delivered without unsustainable financial loss to the Tenderer

4.6.13 The issues will then be provided to the Tenderer in advance and a sustainability meeting arranged to review and clarify each issue in turn

4.6.14 The Tenderer will be obliged to provide backup information to support its price submission and to clearly demonstrate how the price submission supports the Strategic Alignment Statement, Quality Management Statement and the Regional Delivery Statement and the ability to deliver the Framework Objectives.

4.6.15 If the Tenderer is able to provide confidence that the Quality commitments and Framework Objectives can be achieved and delivered within the cost submission no further action will be taken

4.6.16 If, following sustainability assessment, the Tenderer is unable to provide confidence that the Strategic Alignment Statement, Quality Management Statement and the Regional Delivery Statement can be delivered within the submitted costs, then the Tender Panel may deduct the below from the Moderated Marks for each question within the Regional Delivery Statement:

Question Area	Maximum Marks deduction
Question RD1: Mobilisation	-2 whole Marks
Question RD2: Organisation Structure	-2 whole Marks
Question RD3: Key Risks	-2 whole Marks

4.6.17 A single issue will not be used to deduct marks in more than one instance. For example, if the Panel does not have confidence that the submitted Mobilisation Quality Proposal can be delivered due to an unsustainable price, they may deduct 2 marks from the RD1: Mobilisation question but then cannot use the identical issue to deduct marks from the RD3: Key Risks question.

4.7. Final Total Tender Score

4.7.1 Following the Verification and Sustainability Assessments, the Tender Panel will agree a final Quality & Price Score.

4.7.2 The Total Tender Score will be derived from the scores produced at stage 2 and the adjusted marks following Verification & Sustainability.

The Verified Part B Mark may not exceed the corresponding Moderated Part B Mark agreed at Stage 2. The Sustainable Mark for the Regional Delivery Statement may not exceed the corresponding Moderated Mark agreed at Stage 2.

4.7.3 Following completion of the Verification and Sustainability Assessment the Tender Panel will agree the Total Tender Score for each Tenderer, using table 1 & 2 below:

	Quality Points
Moderated Strategic Alignment Statement Mark	
Verified (Part A & B) Quality Statement Mark	
Sustainable Regional Delivery Statement Mark	
Weighted Verified Quality Mark	

Lot 1	Weighted Verified Quality Mark (A)	Weighted Commercial Mark (B)	80% Quality Score (C) [(A)*0.8]	20% Price Score (D) [(B)*0.2]	Total Tender Score [(C)+(D)]
Tenderer A					
Tenderer B					
Tenderer C					

4.8. Award list

4.8.1 The Total Tender Score will be used to create a list of Tenderers to be awarded in each lot. The award list will be developed using the rules below:

a) Tenderers will be ranked in each lot from highest to lowest based on the Total Tender Score.

b) If tenderers are tied on the same score then the tenderer with the highest Quality Score will take precedence in the ranking. If tenderers are still tied then the tenderer with the highest marks for Health & Safety (questions SA2, QM13 and QM14 combined) will take precedence in the ranking.

c) Ranking based on the Total Tender Score will be used to determine the Tenderer to be awarded a lot in the first instance.

d) When a Tenderer holds the same rank in multiple lots, their lot preferences will be used to determine which lots the Tenderer may be awarded.

e) Lot preferences will not take precedence over Tender ranking positions for example, a tenderer on Band B who is ranked in first place on their third preference lot and ranked in second

place on their first and second preference lots, will be awarded their third preference lot and then their first preference lot.

f) To comply with procurement competition rules, where a Tenderer would be awarded more than one lot in Band A the lot preferences will be applied using the procedure outlined below:

i If the Tenderer has the highest rank in a single lot then they will be awarded that lot.

ii If the Tenderer has more than one lot where they have the highest rank, these will be awarded in the order of preference set out by the Tenderer.

iii Once the Tenderer has been awarded first place on any lot they will be removed from the ranking on any other lot. Any tenderer that has moved to the highest rank in any lot will then be considered against the process in bullets c, d, e, f1, f2 and f3.

iv Where the Tenderer can still be awarded a lot after consideration of the highest rank, lots will be awarded where the Tenderer has the second highest rank in any lot.

v If the Tenderer has more than one lot where they have the second highest rank, these will be awarded in the order of preference set out by the tenderer.

vi Once the Tenderer has been awarded second place on any lot they will be removed from the ranking on any other lot. Any Tenderer that has moved to the second highest rank in any lot will then be considered against the process in bullets c, d, e, f4, f5 and f6.

g) To comply with procurement competition rules, where a Tenderer would be awarded more than two lots in Band B the lot preferences will be applied using the procedure outlined below:

i If the Tenderer has the highest rank in one or two lots then they will be awarded those lots.

ii If the Tenderer has more than two lots where they have the highest rank, these will be awarded in the order of preference set out by the Tenderer.

iii If the Tenderer has been awarded first place on two lots they will be removed from the ranking on any other lot. Any Tenderer that has moved to the highest rank in any

lot will then be considered against the process in bullets c, d, e, g1, g2 and g3.

iv Where the Tenderer can still be awarded a lot after consideration of the highest rank, lots will be awarded where the Tenderer has the second highest rank in any lot.

v If the Tenderer has more than two lots where they have the first or second highest rank, the second place lots will be awarded in the order of preference set out by the Tenderer.

vi Once the Tenderer has been awarded first or second place on two lots they will be removed from the ranking on any other lot. Any Tenderer that has moved to the second highest rank in any lot will then be considered against the process in bullets c, d, e, g4, g5 and g6.

vii Where the Tenderer can still be awarded a lot after consideration of the highest and second highest ranks, the final places in lots 7 and 8 will be awarded where the Tenderer has the third highest rank in those lots.

viii If the Tenderer has more than two lots where they have the first or second highest rank (across all Band B lots) or the third highest rank (in lots 7 & 8 only), the third place in lots 7 and 8 will be awarded in the order of preference set out by the Tenderer.

ix Once the Tenderer has been awarded first, second or third place on two lots they will be removed from the ranking on any other lot. Any Tenderer that has moved to the third highest rank in lots 7 or 8 will then be considered against the process in bullets c, d, e, g7, g8 and g9.

4.8.2 Examples of how these rules are applied to Band A and Band B lots are provided in Annex E.

4.9. Stage 4 – Pre Award Checks

4.9.1 At Stage 4 the Tenderers identified for award through the process described in 4.8 will be required to

a) Provide evidence that they meet the self-certified statements confirmed at selection stage in section P4-3 of the Selection Questionnaire.

b) Provide confirmation that there has been no change of control or no change in their economic or financial standing which

means that information submitted by the Tenderer is no longer correct or the Tenderer's ability to perform the contract has materially deteriorated.

c) Provide confirmation that there have been no other material changes that could affect the assessment at selection or tender invitation stages.

4.9.2 On the basis of information provided in response to the Pre-award Checks above Highways England reserves the right to re-run both the selection and tender stage assessments and to re-score the Tenderer's submissions as required. If a tender is then rejected, or if a Tenderer's final Total Tender Score falls below that of the next eligible Tenderer, the award list process at 4.8 will be repeated to confirm the Tenderers to be awarded on each lot.

4.9.3 Tenderers who pass the Stage 4 checks will be recommended for framework award.

5. TENDER AWARD

5.1. Contract Decision Notice

5.1.1 Highways England reserves the right not to proceed with any proposal made in response to this invitation.

5.1.2 Highways England reserves the right in its absolute discretion to proceed with individual lots within this competition in the event, either:

a) that all lots do not proceed to an award of contract;

b) that there remain issues to resolve in certain lots but other lots can proceed to an award of contract whilst those matters are resolved.

5.1.3 As soon as possible once the formal award decision for the framework has been made, Highways England will inform the unsuccessful Tenderers of its decision in accordance with Regulation 86 of the Public Contracts Regulations 2015.

5.1.4 Highways England will issue a Contract Decision Notice. The decision notice will confirm to Tenderers the outcome of the tender process; detailed feedback on their tender submission; and an overview of the winning bid's key characteristics.

5.1.5 In addition to the feedback required under regulation 86 provided at the start of the standstill period, Tenderers may request a face to face Tender Debrief following the standstill period to help them to improve their future submissions. Tender Debriefs will not be held until after Framework Award.

5.2. Framework award

5.2.1 Following the conclusion of the standstill period, the Framework Contract will be executed as a Deed.

5.2.2 Details of the framework awards will be published in the Official Journal of the European Union and Contracts Finder.

5.2.3 Any drawings and other documents not returned with the tender should be deleted from the Tenderer's computers and all hard copies destroyed.

5.2.4 Tenderers' attention is drawn to Scope Part 1 and clause Y(UK)1, which require suppliers to set up a Project Bank Account. General advice on setting up Project Bank Accounts for Highways England projects can be obtained from Saroj Bhatoa, saroj.bhatoa@highwaysengland.co.uk

5.3. Allocation of initial Packages

5.3.1 Following formal execution of the Framework as a deed, Highways England will also sign the awarded Initial Packages within lots.

5.3.2 The Tenderer with the highest Total Tender Score appointed to a lot will be allocated their preferred initial Package, as identified at tender return.

5.3.3 The Tenderer with the second highest Total Tender Score appointed to a lot will be allocated their preferred initial Package, as identified at tender return, out of the Packages remaining on that lot.

5.3.4 On lots 7 and 8, the Tenderer with the third highest Total Tender Score appointed to a lot will be allocated the remaining Package on that lot.

Delivery Integration Partnership Instructions for Tenderers

Annex A: Packaging & Scheme Information

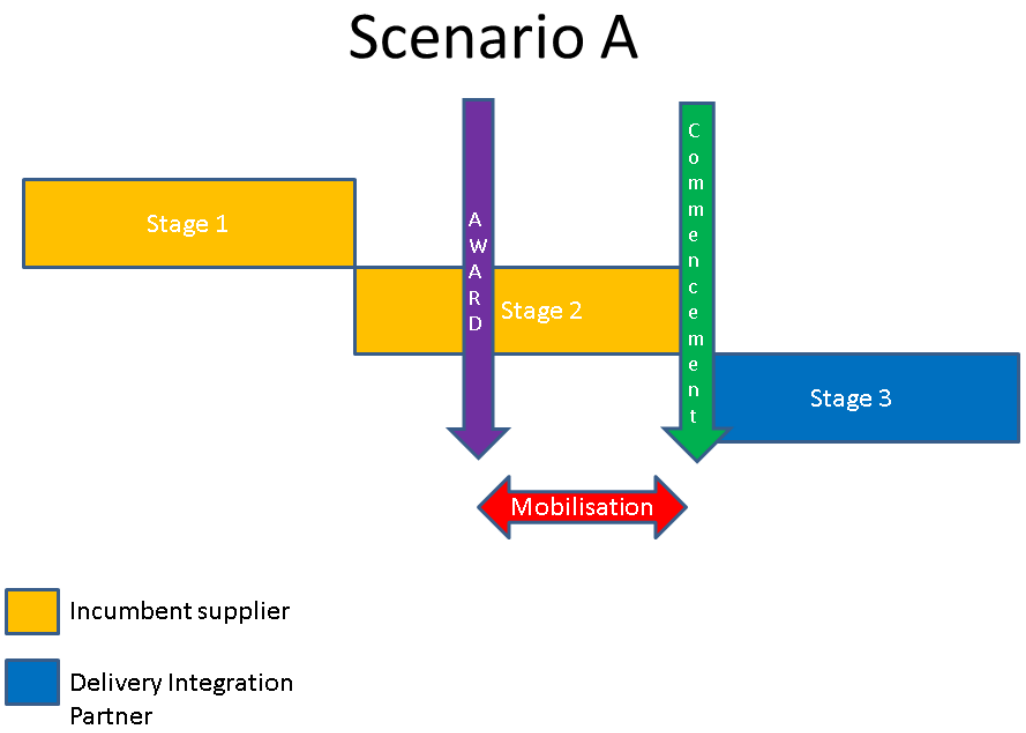
Annex A. Annex A Packaging & Scheme Information

A.1 Transition Scenarios

A.1.1 Where the Delivery Integration Partner does not include a Scheme's incumbent supplier (i.e. the supplier that is engaged by Highways England to deliver the project at the time that the Delivery Integration Partner Framework is awarded), Schemes will transition at either the start of Stage 3 or the start of Stage 5 depending on where in the project lifecycle the Scheme sits at the time of award. Where the incumbent supplier is part of the Delivery Integration Partner transition arrangements may also take place at the start of, or part way through, Stage 4. Each scenario is explained below.

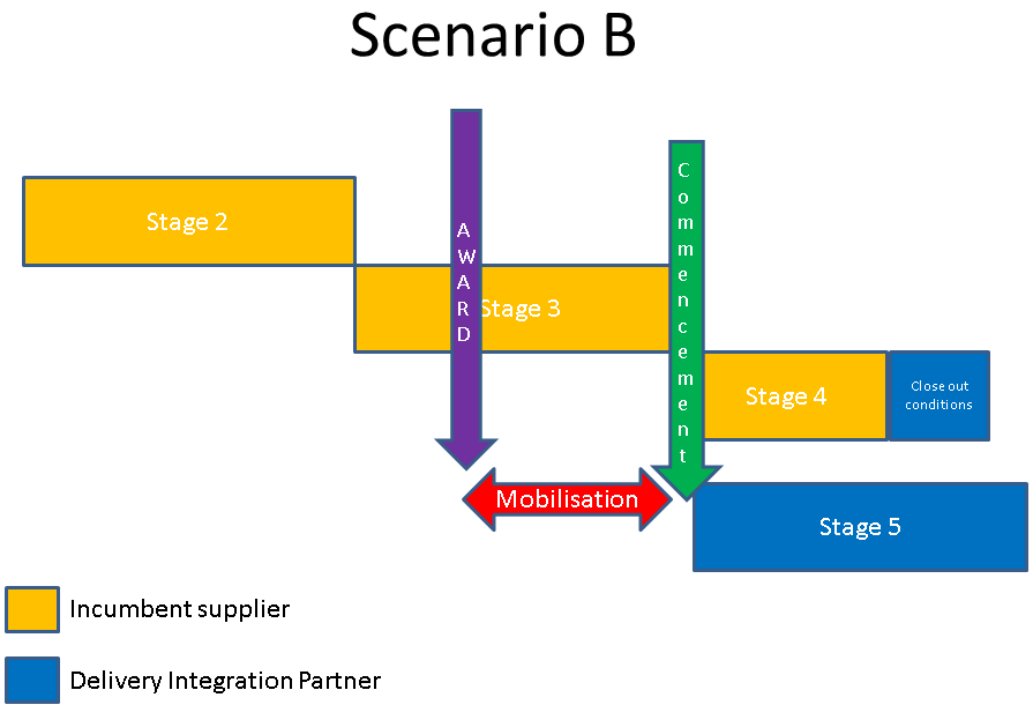
A.2 Scenario A

A.2.1 This scenario applies when the contract award is made during stages 1 or 2. The arrangements do not change regardless of whether the incumbent supplier is part of the successful Delivery Integration Partner. The Delivery Integration Partner will commence work on the Scheme at the start of Stage 3.



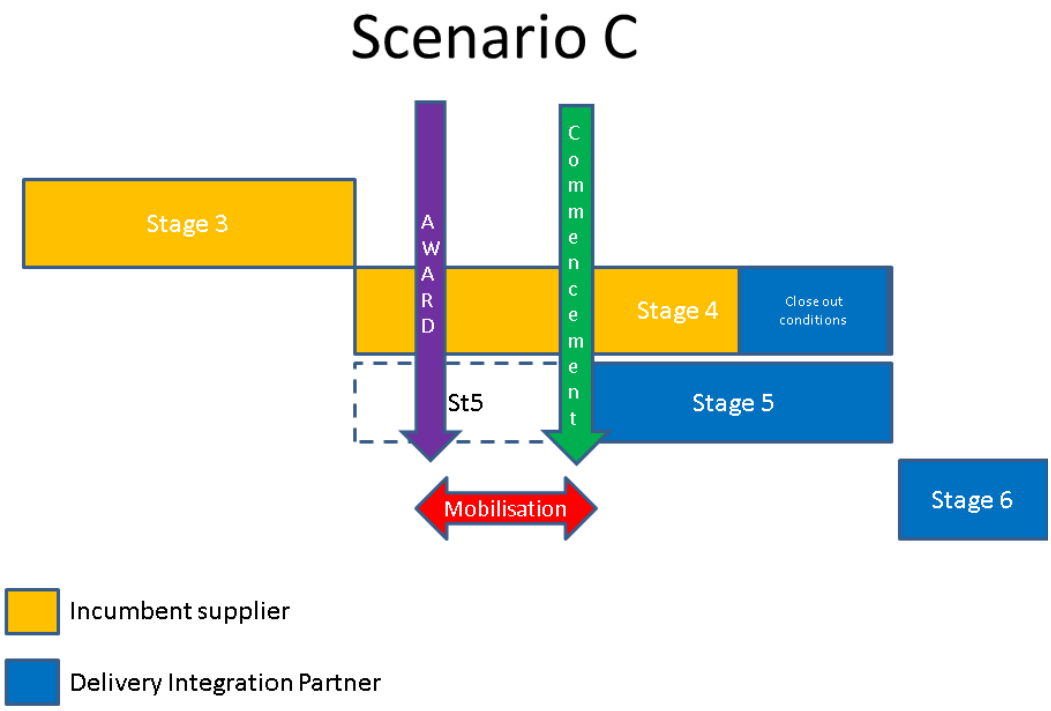
A.3 Scenario B

A.3.1 This scenario applies when the contract award is made during Stage 3 and the incumbent supplier is not part of the new Delivery Integration Partner. The incumbent supplier will continue to deliver Stage 3 until the end of that Phase. In order to mitigate the risk of changing supplier during the statutory processes the incumbent supplier will continue to deliver Stage 4 however the Delivery Integration Partner will commence Stage 5 as soon as it is possible, necessary and cost effective to do so. The Delivery Integration Partner and incumbent supplier will need to work closely together to ensure that the work is coordinated and delivered effectively. The incumbent supplier will end their contract once all of the Stage 4 deliverables have been completed. The Delivery Integration Partner will ensure that any conditions from statutory processes are closed out and enacted. The exact detail of each Scheme's handover is to be proposed by the Delivery Integration Partner and accepted by Highways England's Project Manager.



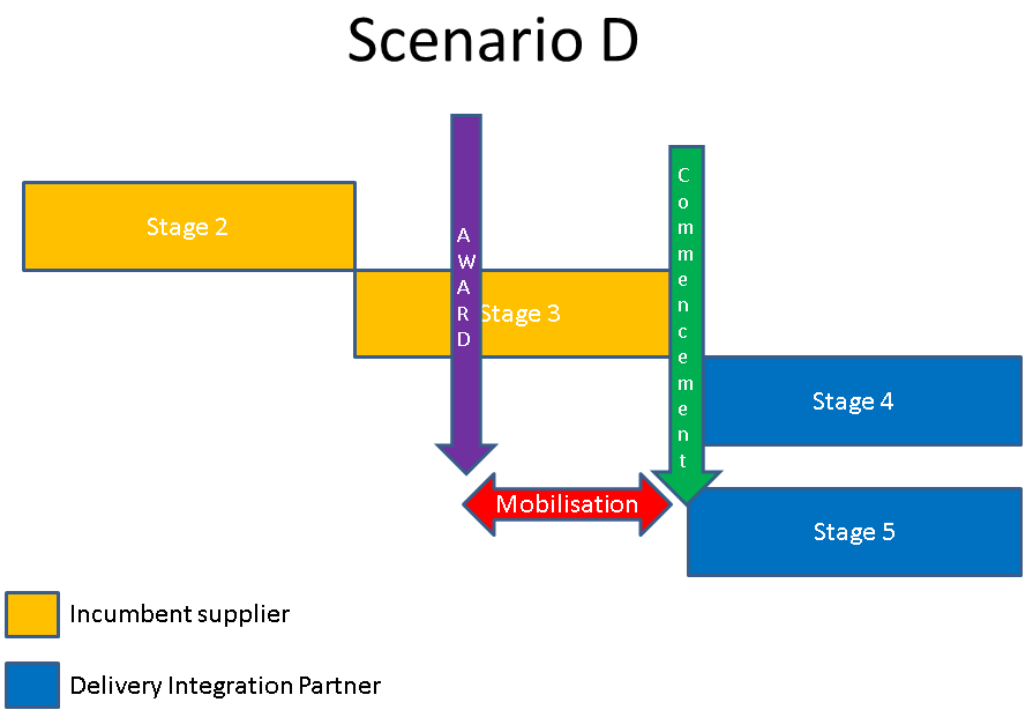
A.4 Scenario C

A.4.1 This scenario applies when the contract is awarded during Stage 4 and the incumbent supplier is not part of the new Delivery Integration Partner. The incumbent supplier will continue to deliver Stage 4. The Delivery Integration Partner will start Stage 5 as soon as it is possible, necessary and cost effective to do so. The incumbent supplier will end their contract once all of the Stage 4 deliverables have been completed. The Delivery Integration Partner will ensure that any conditions from statutory processes are closed out and enacted. The exact detail of each Scheme's handover is to be proposed by the Delivery Integration Partner and accepted by Highways England's Project Manager.



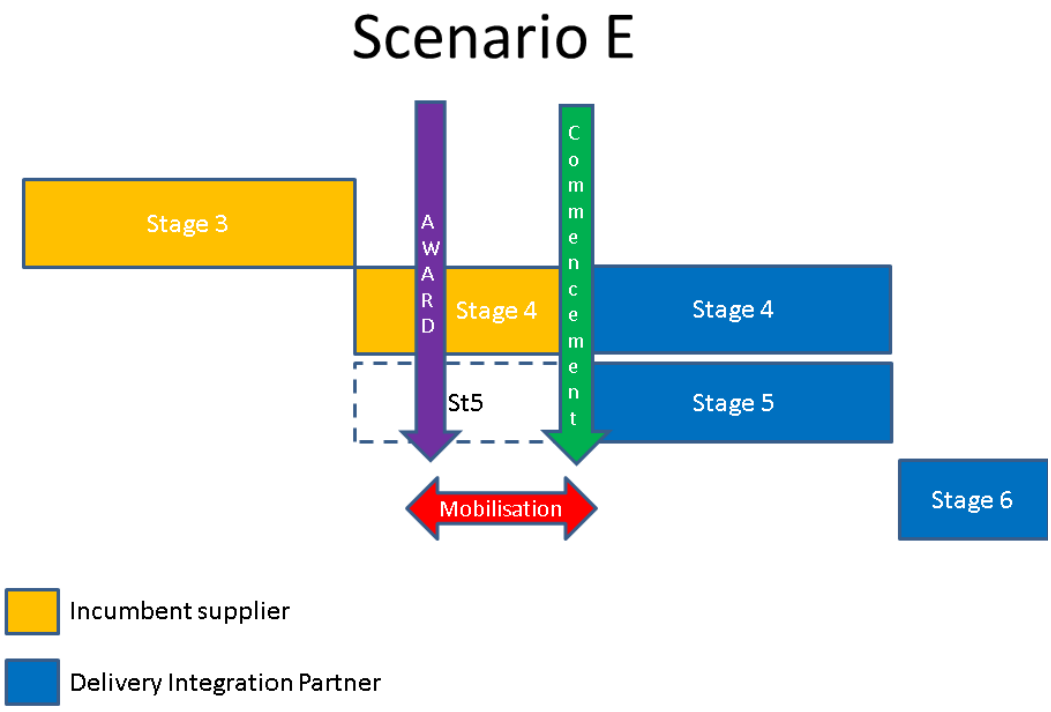
A.5 Scenario D

A.5.1 This scenario applies when the contract is awarded during Stage 3 and the incumbent supplier forms part of the new Delivery Integration Partner. The incumbent supplier will terminate their existing contract at the end of Stage 3 and the Delivery Integration Partner will take over Stages 4 and 5. The exact detail of each Scheme's handover is to be proposed by the Delivery Integration Partner and accepted by Highways England's Project Manager.



A.6 Scenario E

A.6.1 This scenario applies when the contract is awarded during Stage 4 and the incumbent supplier forms part of the new Delivery Integration Partner. The incumbent supplier will terminate their existing contract as soon as mobilisation is complete and during Stage 4 and the Delivery Integration Partner will take over responsibility for the remainder of that stage. The exact detail of each Scheme's handover is to be proposed by the Delivery Integration Partner and accepted by Highways England's Project Manager.



A.7 Outline Scheme Information

A.7.1 The table on the next page gives some high level detail of each Scheme including the proposed transition scenario, date and PCF stage. Where a delivery plan commitment date exists for a Scheme then this is also shown. Finally a snapshot of the latest commercial estimate and spend to date is shown for the option considered most likely to proceed.

Table of scheme data redacted from Contracts Finder version to avoid confusion as specific details may be refined prior to award.

A.7.2 Supporting information for each Scheme can be found in Volume 5 of the tender documents.

A.8 Outline Programme

A.8.1 The outline programmes can be found in Volume 5 of the tender documents.

Delivery Integration Partnership Instructions for Tenderers

Annex B: Commercial & Incentivisation Strategy Overview

Annex B. Commercial & Incentivisation Strategy Overview

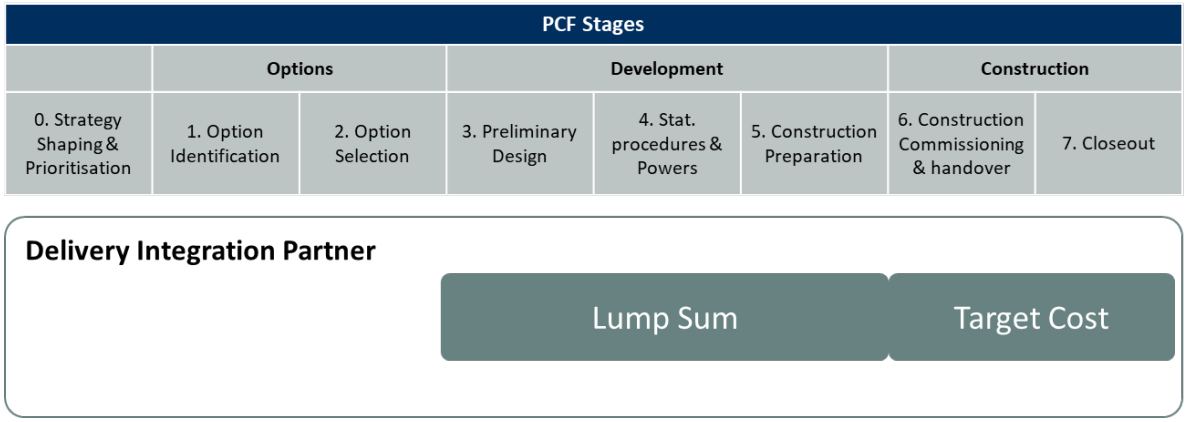
B.1 Overview

B.1.1 Tenderers are to refer the Package Forecasting Tool on Bravo. The Package Forecasting Tool is provided to aid Tenderers in the understanding of the Incentivisation Model. It gives no indication, guarantees or assurances on expected level of work for any given tenderer, if successful. It is provided for information only; no warranty is given as to the accuracy or completeness of the information contained in it – See Section 2.4 which, for the avoidance of doubt. applies to this tool.

B.1.2 The Supplier will be incentivised against the overall Budget, which includes all costs likely to be incurred by the Client related to the optioneering, development, delivery and handover of a Scheme.

B.1.3 The incentive model for the Regional Delivery Partnerships (RDP) is designed to provide the Delivery Integration Partner with the opportunity to attain 100% of the gain achieved against the Scheme Budget, for exemplar performance against Highway's England's project objectives.

B.1.4 The contract model for the Regional Delivery Partnerships adopts a lump sum arrangement to govern the development phase, and a target cost arrangement during the construction phase.

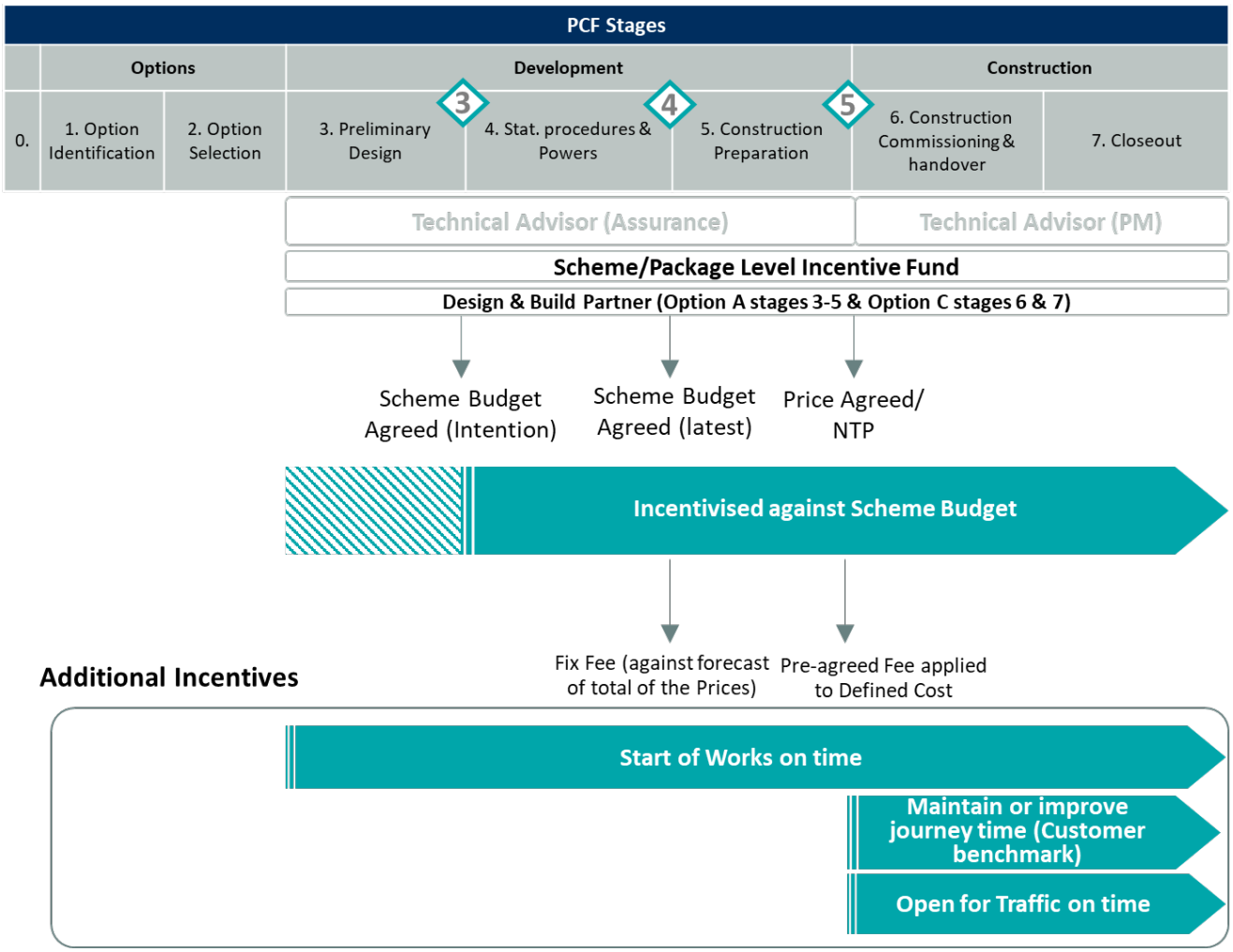


B.1.5 The Delivery Integration Partner will be incentivised at Package level, meaning that it can offset pain incurred on one Scheme within a Package, against gain achieved on another.

B.1.6 The Budget for a Scheme is to be agreed by the end of PCF stage 3. Once this Budget is agreed the construction Fee is converted to a lump sum, relative to the estimated construction cost that sits within this Budget. The Delivery Integration Partner is therefore incentivised to achieve efficiencies against the construction cost estimated at the end of PCF stage 3, such that it can realise a proportional benefit when considering its lump sum Fee against the outturn construction cost.

B.1.7 Additionally, the Delivery Integration Partner can increase its share of the saving achieved against the Budget for performance against specified Scheme and customer related objectives.

B.1.8 The Delivery Integration Partner can maximise its gain share to the total of the Budget value for exemplar performance against the Benefit Cost Ratio (BCR) for a given Scheme.



B.2 Gain

Base Incentives

B.2.1 The Delivery Integration Partner will be able to realise a 20% share of any gain realised between 100% and 70% of the Budget.

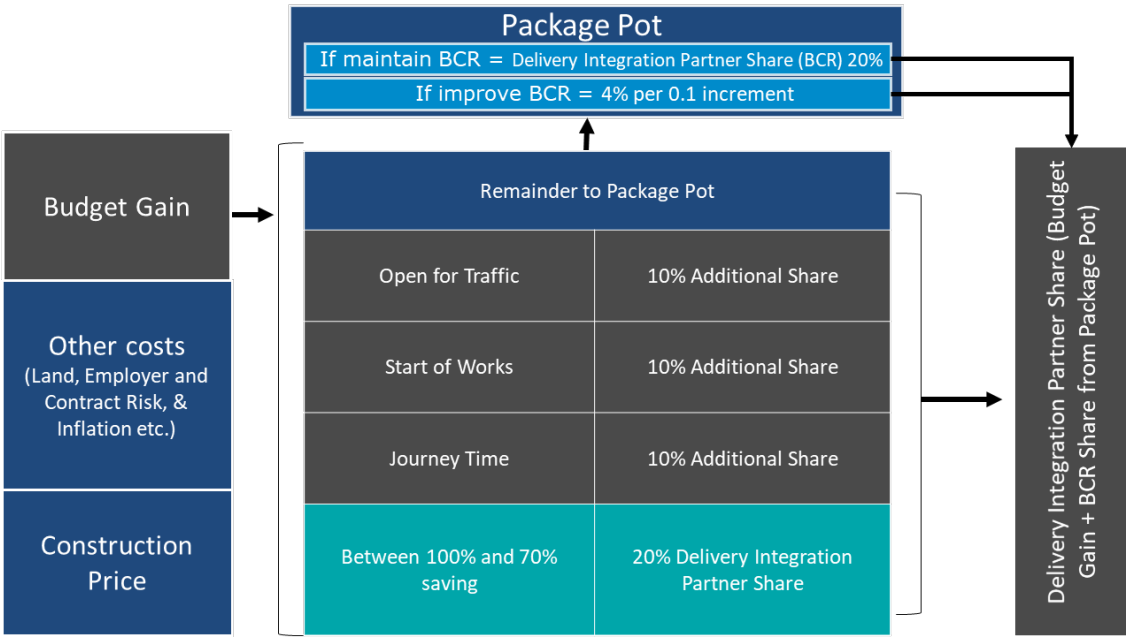
Additional Incentives

B.2.2 The additional incentives are earned against achievement of Highways England outcomes and critical milestones. The Delivery Integration Partner can increase its share of the savings made against the Budget, as follows:

a) Maintaining / improving journey time – 10.0% additional gain if met.
b) Achieving Start of Works (SoW) in accordance with the Highways England target – 10.0% additional gain if met.
c) Achieving Open for Traffic on time – 10.0% additional gain if met.

Benefit Cost Ratio Incentives

B.2.3 The Delivery Integration Partner will have the ability to gain an additional 20% of gain for maintaining Scheme Benefit Cost Ratio. In addition, the Delivery Integration Partner will be able to increase this share by 4% for each 0.1 incremental improvement in the Benefit Cost Ratio or average improvement across all Schemes in a Package.



Worked Example

Saving to Budget

Budget		£200,000,000	
Actual Cost		£185,000,000	
Saving (£200,000,000 - £185,000,000)		£15,000,000	
20% share of gain realised between 100% and 70% of Budget	(£15,000,000 x 20%)	£3,000,000	
Maintain or improve journey time	(£15,000,000 x 10%)	£1,500,000	
Start of works on time	(£15,000,000 x 10%)	£1,500,000	
Open for traffic on time	(£15,000,000 x 10%)	£1,500,000	
DIP Gain from saving to Scheme Budget		**£7,500,000**	**A**
Package Pot	(£15,000,000 - £7,500,000)	£7,500,000	

Benefit Cost Ratio

Assuming the base BCR is 2.00 Package pot is £7,500,000		£7,500,000	
Maintaining Scheme BCR	(£7,500,000 x 20%)	£1,500,000	
Improving Scheme BCR			
BCR improvement to 2.10	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.20	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.30	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.40	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.50	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.60	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.70	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.80	(£7,500,000 x 4%)	£300,000	
BCR improvement to 2.90	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.00	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.10	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.20	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.30	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.40	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.50	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.60	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.70	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.80	(£7,500,000 x 4%)	£300,000	
BCR improvement to 3.90	(£7,500,000 x 4%)	£300,000	
BCR improvement to 4.00	(£7,500,000 x 4%)	£300,000	
DIP Gain from BCR	(£1,500,000 + £6,000,000)	**£7,500,000**	**B**
Total DIP Incentive Payment (A+B)	(£7,500,000 + £7,500,000)	**£15,000,000**	

B.3 Pain

B.3.1 The Delivery Integration Partner's pain exposure is limited to the sum of all Fee's within a Package. Should a Scheme go into pain, there are 4 'bands' of pain that apply, as follows:

a) Band 1* = Limited to the Fee for the Scheme in question
b) Band 2 = Uses surplus gain from other Schemes in a Package (the Package Pot) to offset pain in the Scheme in question
c) Band 3* = Limited to the sum of Fees on all other Schemes within the Package (the Fee Pot)
d) Band 4 = Employer pain

*Pain exposure in both band 1 and band 3 can be mitigated by up to 50% through achievement of Highways England outcomes and critical milestones relative to each Scheme within a Package: (Maintaining / improving journey time (-16.66%), Achieving Start of Works (SoW) in accordance with the Highways England target (-16.66%), Achieving Open for Traffic on time (-16.66%)).

B.3.2 Subsequent gain achieved on Schemes following the occurrence of pain on a specific Scheme within a Package will firstly result in the reimbursement of pain incurred by the Employer (either by way of mitigation of Delivery Integration Partner Fee exposure through achievement of critical milestone or in band 4). Secondly it will be used to reimburse the Delivery Integration Partner for any Fee expended in mitigating pain in band 3.

Worked Examples

Scheme A

a) Fee for this Scheme is £5m
b) Total combined Fees for other Schemes is £10m
c) Package Pot total is £2m
d) Pain total for this Scheme is **-£20m**

	Band Value	Calculation	Balance
Pain Total	-	-	-£20,000,000
Band 1 (Fee on this Scheme)	£5,000,000	(£20,000,000 - £5,000,000)	-£15,000,000
Band 2 (Package Pot)	£2,000,000	(£15,000,000 - £2,000,000)	-£13,000,000
Band 3 (Fee for other Schemes)	£10,000,000	(£13,000,000 - £10,000,000)	-£3,000,000
Band 4 (HE Pain)	(No cap)	(£3,000,000 - £3,000,000)	£0

Scheme B

a) Fee for this Scheme is £5m
b) Total combined Fees for other Schemes is £10m
c) Package Pot total is £0m
d) Gain total for this Scheme is **+£25m**

	Band Value B/F	Calculation	Balance
Pain Total	-	-	-
Band 1 (Fee on this Scheme)	-	-	-
Band 2 (Package Pot)	£0.00	(£0.00 + £12,000,000)	£12,000,000
Band 3 (Fee for other Schemes)	-£10,000,000	(-£10,000,000 + £10,000,000)	£0
Band 4 (HE Pain)	-£3,000,000	(-£3,000,000 + £3,000,000)	£0

Delivery Integration Partnership
Instructions for Tenderers

Annex C: Documents Register

Annex C. Documents Register

C.1 List of Documents with this Invitation to Tender

The following documents are included with this invitation:

Volume 0

a) Instructions for Tenderers
b) Tender Amendment log

Volume 1

a) 1A - Framework Contract
b) 1B - Package Contract
    i. Annex One - Framework Contract Data Parts One and Two
    ii. Annex One - Package Information
    iii. Annex Two
        i. Early Order Contract Data (Client's Contract Data and Supplier's Contract Data)
        ii. Early Order additional Conditions of Contract (ECSC)
    iv. Annex Three – Mobilisation Scope
c) 1C - Scheme Contract Form of Agreement
    i. Annex One - Scheme Contract Data Parts One and Two
    ii. Annex Two - Scheme additional Conditions of Contract (ECC)

Volume 2

a) Framework Information
b) Volume 2 Index of supporting information referenced in the Framework Information.

Volume 3

a) Scheme Contract ECC Scope Parts 1 and 2
b) Volume 3 Index of supporting information referenced in the Scope.

Volume 4

a) Quotation Information
    i. Part 1 – Pricing Information
    ii. Part 2 – Financial Workbook
b) Volume 4 Index of supporting information referenced in the Scope.

Volume 5

a) Supporting information for each of the Schemes contained in the initial work Packages; including:
    i. Scheme Description
    ii. Package Information
    iii. Scheme drawing

Volume 6

a) Template documents for return
    The following parts of the tender documents are included in a form to allow electronic preparation of the information required:-
    i. Form of Tender
    ii. Framework Contract Data Part Two
    iii. Financial Workbook for Band A lots
    iv. Financial Workbook for Band B lots

v. Resource Cost schedules for Basket of Goods
vi. Resource Cost schedules for Cash Flow Forecast
vii. Resource Cost Schedules for Mobilisation Lump Sum
viii. Quality Resource Schedules for Cash Flow Forecast
ix. Quality Resource Schedules for Mobilisation Lump Sum
x. Key person schedule
xi. Package preference form
xii. Tender query form

b) Supporting documents
i. Volume 6 Index of supporting documents

Documents referenced within these Instructions that are unavailable as a hyperlink can be found in the e-Sourcing portal.

C.2 List of Documents to be returned with the Tender.

C.2.1 The following documents are to be completed and returned by Tenderers for each Lot tendered for in accordance with the instructions in this document.

Envelope 1a

As outlined in the table below.

Document	No. required	Available to
Completed Form of Tender	1 per lot	Compliance checks

Envelope 1b

As outlined in the table below.

The Quality Resource schedules must be supplied in Microsoft Excel 2010 format.

Document	No. required	Available to	
		Pre-verification stage	Verification stage
Framework overview	1	• All Quality Panels • Quality Moderation Panel	The Tender Panel
Strategic Alignment Statement Part 1 (Question SA1)	1	• Question SA1 Quality Panel • Quality Moderation Panel	
Strategic Alignment Statement Part 2 (Question SA2)	1	• Question SA2 Quality Panel • Quality Moderation Panel	
Strategic Alignment Statement Part 3 (Question SA3)	1	• Question SA3 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 1 (Question QM1)	1	• Question QM1 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 2 (Question QM2)	1	• Question QM2 Quality Panel • Quality Moderation Panel	

Document	No. required	Available to	
		Pre-verification stage	Verification stage
Quality Management Statement Part 3 (Question QM3)	1	• Question QM3 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 4 (Question QM4)	1	• Question QM4 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 5 (Question QM5)	1	• Question QM5 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 6 (Question QM6)	1	• Question QM6 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 7 (Question QM7)	1	• Question QM7 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 8 (Question QM8)	1	• Question QM8 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 9 (Question QM9)	1	• Question QM9 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 10 (Question QM10)	1	• Question QM10 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 11 (Question QM11)	1	• Question QM11 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 12 (Question QM12)	1	• Question QM12 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 13 (Question QM13)	1	• Question QM13 Quality Panel • Quality Moderation Panel	
Quality Management Statement Part 14 (Question QM14)	1	• Question QM14 Quality Panel • Quality Moderation Panel	
Regional Delivery Statement	1 per lot	• Lot-specific Quality Panel • Quality Moderation Panel	
Mobilisation programme	1 per lot	• Lot-specific Quality Panel • Quality Moderation Panel	
Key person schedule & supporting evidence	1 per lot	• All Quality Panels • Quality Moderation Panel	
Commitments Register	1 per lot	• All Quality Panels • Quality Moderation Panel	
Quality Resource Schedules for Cash Flow Forecast	1 per lot	• Question QM7 Quality Panel • Question QM11 Quality Panel • Lot-specific Quality Panel • Quality Moderation Panel	
Quality Resource Schedules for Mobilisation Lump Sum	1 per lot	• Lot-specific Quality Panel • Quality Moderation Panel	

Envelope 1c

As outlined in the table below.

Document	No. required	Available to
Insurance Compliance statement	1	Compliance checks
Parent Company Guarantee statement	If applicable (maximum of 1)	
Legal Opinion for non-UK Registered Companies	If applicable (maximum of 1)	
Confirmation of alternative form of guarantee	If applicable (maximum of 1)	
SME Statement	1 per lot	
Information Assurance	1	
Data Protection statement	1	
Construction Industry Scheme statement	1	
Statement of Tenderer's execution process	1	
Anti-Collusion Certificate†	1	
Fair Payment Charter†	1	
Anti-bribery Code of Conduct†	1	
Anti-fraud Code of Conduct†	1	
Armed Forces Covenant†	1	
Package preferences form	1	
Freedom of Information withholding statement	Optional (maximum of 1)	

† Documents to be agreed with or acknowledged (as applicable) by answering the associated question on the e-Sourcing portal. A copy of the document does not need to be returned.

Envelope 2

As outlined in the table below.

The Financial Workbooks and the Resource Cost schedules must be supplied in Microsoft Excel 2010 format.

Document	No. required	Available to	
		Pre-verification stage	Verification stage
Completed Financial Workbook Band A or Completed Financial Workbook Band B	1 per lot	Commercial Evaluation Panel	The Tender Panel
Resource Cost schedules for Basket of Goods	1 per lot		
Resource Cost schedules for Cash Flow Forecast	1 per lot		
Resource Cost Schedules for Mobilisation Lump Sum	1 per lot		
Completed Framework Contract Data Part Two	1 per lot		

Delivery Integration Partnership Instructions for Tenderers

Annex D: Quality Framework & Scoring Criteria

Annex D. Quality Framework

D.1 Part 1: Strategic Alignment Statement criteria

D.1.1 Tenderers are required to answer the three questions below in relation to Section One of the Quality Statement

Section weighting	8%	
1.1 DELIVERY **(Programme Management)**		**Aspects**
SA1	Highways England is focused on achieving Level 3 Programme Management Excellence by 2020. As described in the Portfolio, Programme & Project Management Maturity Model (P3M3). How, with particular reference to your own maturity in programme management (commencement, current status, future plans), will you align and support Highways England in its journey to achieve industry-leading project and programme management? Detail your Quality commitments against your expected maturity?	• Demonstrate corporate alignment and systematic commitment to achieving improved maturity • Clear awareness of current maturity level around; project, risk management, resources and benefits realisation management. • Alignment of organisational maturity and targeted maturity level through sharing of skills and capabilities. • Action Plan, strategies and projects to address existing weaknesses and deliver systemic change • Sharing of maturity across supply chain (including all designers and contractors) using the centres of excellence. • Sharing maturity learning across the Framework community and sectors.
	Subtotal	/7

Section weighting	8%	
1.2 HEALTH, SAFETY & WELFARE		**Aspects**
SA2	Highways England is focused on achieving its Safety Imperative of causing zero harm, as outlined in the Health & Safety 5 year plan. How, with particular reference to your own maturity journey (start, current status, future plans), will you support Highways England in its journey to achieve its safety ambition. Detail your Quality commitments against your expected maturity?	• Demonstrate corporate alignment and systematic commitment to achieving improved maturity • Clear awareness of current maturity level around; project, risk management, resources and benefits realisation management. • Alignment of organisational maturity and targeted maturity level through sharing of skills and capabilities. • Details of the formalised health & safety management system (HSMS) that is operated; and any significant forthcoming improvement strategies (including improvement mechanisms to embed learning/best practice) • Improvement initiatives that the Organisation will implement toward health and safety maturity (link to the contractor safety maturity process) • What design initiatives are anticipated that will enhance occupational health and safety performance • How workforce communication will be effected to ensure collaboration of the workforce in safety performance
	Subtotal	/7

Section weighting		8%	
1.3 CUSTOMER SERVICE			**Aspects**
SA3	Highways England is focused on improving customer service, as outlined in the Customer Service Strategy. How, with particular reference to your own maturity journey (start, current status, future plans) can you give Highways England confidence of continual & systemic improvement in delivering its Customer Service imperative over the life of the contract? Detail your Quality commitments against your expected maturity?		• Demonstrate corporate alignment and systematic commitment to achieving improved maturity • Clear awareness of current maturity level around; project, risk management, resources and benefits realisation management. • Alignment of organisational maturity and targeted maturity level through sharing of skills and capabilities. • Gather and use customer insight to inform your decisions. • Engage effectively with customers on an ongoing basis (including road users, communities, and businesses) • Deliver leading customer practice and customer service innovation • Collaborate with all stakeholders to deliver a joined-up approach across the Framework. • Monitor and evaluate the success of your customer approach. • Utilise and share best practice/lessons learnt across the Framework.
		Subtotal	/7

D.2 PART TWO: QUALITY MANAGEMENT STATEMENT

D.2.1 Each question below is aligned with the Performance Framework and the Framework Objectives. Tenderers are strongly encouraged to ensure they have read and understood these areas prior to answering the questions below:

2.1	Supporting the smooth flow of traffic		Section weighting	5%
Q	**Subject**	**Question**	**Aspects**	
QM1	Smooth flow of traffic	How will you manage a Scheme's impact on customers and communities to enhance the economic benefit before, during and after the Scheme is completed? How can Highways England have confidence that you will continually improve road user customer experience to meet and exceed 90% customer satisfaction relating to your Schemes?	• Understand your ability to influence Scheme BCR • Management of KSI's across the 10KM in and out of the works and through the Scheme works. • Improving Journey Time Reliability and customer communication on a Scheme • Mitigating network disruption • Improving and measurement of customer satisfaction/experience on a Scheme • Incident clearance within roadworks • Opportunities to deliver programme level improvements.	
			Subtotal	/7

2.2	Keeping the network in good condition		Section weighting	5%
Q	**Subject**	**Question**	**Aspects**	
QM2	Operational Delivery	Describe how you will design for maintenance within a major capital project delivery context and what you will do to give Highways England confidence that you will meet current and future network operational needs.	• Design to minimise future maintenance liability and whole life Scheme cost • Minimise the need for disruptive maintenance interventions within 5 years of Scheme completion • Delivery of the required asset management data in line with the latest Asset Data Management Manual (ADMM) requirements • Compliance with the Asset Management Framework.	
			Subtotal	/7

2.3	Encouraging Economic Growth		Section weighting	6%
Q	**Subject**	**Question**	**Aspects**	
QM3	Employment and skills	Describe how you plan to collaborate with the other Delivery Integrated Partners (suppliers and partners) over the term of the contract to: 1. develop regional workforce planning and development data 2. develop a regional Employment and Skills Plan 3. manage, review and continually improve the Employment and Skills Plan	• Strategy, vision • Collaborative working with others within the supply chain and Delivery Integrated partners. • Data and information • Analysis, modelling and planning • Attraction and recruitment (including inclusive recruitment) • Skills Development • Application at a Scheme level Question total /7	
QM4	EDI	Describe how you plan to improve productivity and performance over the term of the contract in relation to: 1. retaining a greater diversity of talent in the sector 2. Creating working environments that enable everyone to perform to their full potential 3.valuing diverse customers and neighbouring communities. Describe what success will look like by the end of the contract and how you will measure and evidence year on year improvements.	• EDI governance structure • monitoring processes and accountability • working culture and environments • data collection and analysis • retention and talent management activities • developing an inclusive culture and recruitment strategy • customer and communities communication and engagement activities • supply chain accountability • application at a Scheme level Question total /7	
			Subtotal	/14

2.4	Achieving real efficiency (Quality)		Section weighting	9%
Q	**Subject**	**Question**	**Aspects**	
QM5	Efficiency	Describe your approach to achieving real efficiencies, or improvements in predictability, through economy, effectiveness or productivity while meeting Highways England quality standards.	• Research and deliver innovation, novel ideas, and challenge existing approach. How will you deliver in a controlled and managed environment. • Processes for capturing value optimisation. • Productivity efficiency during construction • Contribution to Highways England Efficiency targets • Use of EVM to drive effective waste eliminating decision making during delivery. • Demonstrate your use of Collaborative Planning and techniques • Demonstrate how you deliver continuous improvement methodologies such as Lean. • Application at a Scheme level Question total /7	
QM6	Centres of Excellence	The highways sector has to achieve a step change in productivity. How will you lead and deliver improved productivity using the Sustainable Improvement Hub and the National Centre of Excellence? How will you use this to drive change in the Highways Sector?	• Sustainable Improvement Hub and NCE • Category Management Approach • How will you be an industry leader in productivity. • Drive product innovation and new ideas from supply chain and other sectors. • Exploiting regional partnerships to drive value Question total /7	
QM7	Resources	How will your capability be different in eliminating resource waste during the development and construction phases of a Scheme? How can Highways England be confident in your ability to deliver a tangible efficiency, or improvement in predictability?	• Demonstrating efficient Scheme square meterage planning • Sharing the Scheme facilities and footprint with others • Considering the legacy use of Scheme facilities. • Demonstrate efficiency through use of recognised visual management and continuous improvement approaches to site management • How will you use collaborative digital modelling to drive Scheme resource efficiency? Question total /7	
			Subtotal	/21

2.5	Environmental Outcomes		Section weighting 6%
Q	**Subject**	**Question**	**Aspects**
QM8	Deliver better environmental outcomes	How will your approach to Environmental Management optimise resources in the delivery of the Environmental requirements and maximise performance against the Environment scorecard measures? How can Highways England be confident in your ability to deliver environmental predictability?	• Demonstrate how corporate performance will contribute towards achieving 5.23 of Highways England's licence. • Demonstrate approach to protecting and enhancing the environment is part of business decision making • Demonstrate approach to carbon calculation and measures to reduce carbon emissions through business operations • Demonstrate approach to improving environmental outcomes are practically delivered through business operations. Question total /7
QM9	Supporting social capital through responsible sourcing	Describe how you will provide assurance that a responsible sourcing approach has been considered and adopted for all materials and products required for the works.	• Demonstrate commitment to responsible sourcing. • Complete traceability and transparency for goods and materials • Demonstrate materials are of legal origin with credible certification schemes • Source from organisations that comply with international norms for environmental, health & safety and labour issues • Zero tolerance approach to bribery and corruption • Encourage collaboration and collective responsibility for goods and materials used at a Scheme level • Government targets on direct and indirect spend through SMEs are met and improved upon over the contract life. Question total /7
			Subtotal /14

2.6	Quality Outcomes		Section weighting 9%
Q	**Subject**	**Question**	**Aspects**
QM10	Quality Management	How can Highways England be confident in your ability to deliver effective integration management and progress towards an Enterprise model (Project 13)	• All aspects of the work will demonstrably comply with the contract, first time, every time. • Relationship management through the enterprise model aligning strategy through supply chain tiers • Structural approach of quality management system • Consistency of approach. • How you would mitigate disputes in long term contractual relationships. Question total /7
QM11	Quality of Design	How can Highways England be confident that your ability to deliver predictable industry practice in Scheme design will achieve zero harm outcomes, investment benefits realisation and efficiency?	• Influencing safer Scheme outcomes • Right first time • Designing for the customer • Efficiency in operation • Prioritisation of research and development • Resource schedule for PCF development stages 3,4 and 5 (Quality Resource Schedules for Cash Flow Forecast) Question total /7
QM12	Construction Management	How can Highways England be confident that your ability to deliver predictable industry practice in construction will achieve right first time and benefits realisation?	• Influencing safer outcomes • Right first time in Scheme construction • Management and supervision to control Scheme construction quality. • Scheme site management. • Skills and training. • Logistics and supply chain. Question total /7
			Subtotal /21

2.7	Health & Safety		Section weighting 10%
Q	**Subject**	**Question**	**Aspects**
QM13	Health, Safety and Welfare	Describe your approach to maintaining, safeguarding and managing the health, safety and well-being of all people involved in the Delivery Integration Partner community to deliver Schemes.	• Specific commitments to the improvement of workforce occupational health and safety competence • Demonstration of training and improvement plans for occupational health and safety competence and capability • Recognition and details of occupational health and wellbeing initiatives and campaigns • Demonstration of occupational health and wellbeing training plans • Involvement of the extended workforce - not only directly employed personnel • How you will safeguard mental wellbeing and health Question total /7
QM14	Health & Safety in operation	Describe how you deliver zero harm in a live construction site and remove hazards post construction?	• Recognition and implementation of latest industry standards at the Scheme level • Promotion of industry collaboration in order to recognise health and safety best practice • Demonstration of application of operational safety initiatives • How 'lessons learned' will be defined and applied at a Scheme level in order to promote health and safety improvement • Commitment initiatives to promote health and safety innovation • Specifics of monitoring and benchmarking that will effectively recognise health and safety performance, and the action required for any rectification or enhancement • link to effective Scheme risk management Question total /7
			Subtotal /14

D.3 PART 3: REGIONAL DELIVERY STATEMENT: RESPONSE CRITERIA

D.3.1 Tenderers must demonstrate their resources and ability to address regional opportunities and risks by addressing the three questions below:

3.1 REGIONAL MOBILISATION			Section Weighting	8%
Q	**Question**	**Aspects**		
RD1	Detail your mobilisation plan and approach to delivering the Framework and Package scope, within the first 100 days of award?	Your mobilisation plan should demonstrate the key outcomes below: a) readiness to deliver the framework by the completion of the deliverables in the mobilisation scope b) How, prior to Scheme commencement, a **right first time** outcome will be achieved relating to; a. employment and skills planning b. integrated approvals and assurance c. client management d. quality management of interface points, and e. knowledge management across the community c) How you will effectively mobilise; a. suppliers, b. designers c. project bank account and d. other key stakeholders. d) If applicable, execute **heads of terms** for JV's e) How will you create the environment to enable **key governance and controls**. Subtotal /7		

3.2 KEY PEOPLE AND STRUCTURE		Section weighting	10%
Q	**Question**	**Aspects**	
RD2	Detail how your Regional Delivery Team will deliver the Framework Objectives, drive supply chain performance and create the Leadership environment in the region to exceed Client Expectations?	• how your leadership team will work with both your Board and Highway England to create a high performing team and culture. Demonstrate your leadership approach and span of control? • how your proposed organisational structure will maximise efficient delivery while creating a safe, customer, commercially focussed environment • Demonstrate the suitability of key people listed in your key person submission, providing evidence of why their skills and experience will add value to the framework objectives • how you will develop a collaborative regional culture that removes silo working, and deliver effective behavioural maturity • overall Procurement Strategy including how you will promote fairness and transparency, develop category strategies, maximise innovation opportunities, and support SME agenda • proposals for staff location and development of the regional team and how this will encourage joint collaborative planning • how you will support the Client advance the Regional economic growth and skills plan, with Highway England seen as a promoter of local employment and force of good in the region? Subtotal /7	

3.3 SPECIFIC REGIONAL RISKS		Section Weighting	8%
Q	**Question**	**Aspects**	
RD3	How and what have you identified as the strategic threats and opportunities to effective delivery in the region? What is your proposed approach to the management of the strategic threats and opportunities identified?	• Threats to achievement in the region (commercial risks, materials, people, geography etc) • How you will exploit the regional opportunities • Capturing and redeploying innovation • Best practice risk management and experience from other sectors • How you will work with wider public and private sector organisations to support regional economic aspirations and constraints • Managing and mitigating risks across RIP programme, Region and across Portfolio programmes • Detail your approach for integrating and optimising the partnership Subtotal /7	

D.4 Quality Scoring Assessment Criteria

D.4.1 The quality submissions will be marked using the assessment standards set out below.

In each of the scoring tables, confidence is defined as follows:

a) High level of confidence = no weaknesses identified in the area being assessed.
b) Good level of confidence = one or more weaknesses identified in the area being assessed but unlikely to affect overall delivery of the contract requirements.
c) Limited level of confidence = one or more weaknesses identified in the area being assessed that are likely to affect overall delivery of the contract requirements.
d) No confidence = one or more significant weaknesses identified in the area being assessed that would be expected to prevent delivery of some or all of the contract requirements.

Strategic Alignment Statement

D.4.2 Marks for the Strategic Alignment Statement will be awarded for each of the assessment criteria set out in table F1. Each assessment criterion will be given a mark in accordance with Table F1 below.

Table F1:

Mark	**To what extent does the Strategic Alignment Statement and commitments demonstrate understanding, self-awareness and continued improvement** (Note: not all bullets below will be relevant for every aspect)
1	Across **all** aspects, the statement and commitments provide **no confidence** that your organisation: • is committed to Highways England's imperatives • is aware of its current maturity state, its strengths and weaknesses, and how it achieved that state • will deliver planned maturity improvements throughout the life of the framework • will achieve benefits/efficiencies throughout the life of the framework
2	Across **greater than 50%** of the aspects the statement and commitments provides a **limited** level of confidence that your organisation : • is committed to Highways England's imperatives • is aware of its current maturity state, its strengths and weaknesses, and how it achieved that state • will deliver planned maturity improvements throughout the life of the framework • will achieve benefits/efficiencies throughout the life of the framework

Mark	**To what extent does the Strategic Alignment Statement and commitments demonstrate understanding, self-awareness and continued improvement** (Note: not all bullets below will be relevant for every aspect)
3	Meets all requirements for a score of 2 and across **greater than 50%** of the aspects the statement and commitments provides a **good** level of confidence that your organisation: • is committed to Highways England's imperatives • is aware of its current maturity state, its strengths and weaknesses, and how it achieved that state • will deliver planned maturity improvements throughout the life of the framework • will achieve benefits/efficiencies throughout the life of the framework
4	Meets all requirements for a score of 3 and across **all aspects** of the area of assessment, the statement and commitments provides a **good** level of confidence that your organisation: • is committed to Highways England's imperatives • is aware of its current maturity state, its strengths and weaknesses, and how it achieved that state • will deliver planned maturity improvements throughout the life of the framework • will achieve benefits/efficiencies throughout the life of the framework
5	Meets all requirements for a score of 4 and across **greater than 50%** of the aspects of the area of assessment, the statement and commitments provides a **high level** of confidence that your organisation : • is committed to Highways England's imperatives • is aware of its current maturity state, its strengths and weaknesses, and how it achieved that state • will deliver planned maturity improvements throughout the life of the framework • will achieve benefits/efficiencies throughout the life of the framework
6	Meets all requirements for a score of 5 and across **all aspects** of the area of assessment, the statement and commitments provides a **high** level of confidence that your organisation : • is committed to Highways England's imperatives • is aware of its current maturity state, its strengths and weaknesses, and how it achieved that state • will deliver planned maturity improvements throughout the life of the framework • will achieve benefits/efficiencies throughout the life of the framework
7	Meets all requirements for a score of 6 and describes **additional elements** that provides a **high** level of confidence that your organisation : • will achieve **significant** continued improvement throughout the life of the framework to deliver **exceptional** benefit / efficiency to Highways England.

Quality Statement

D.4.3 Marks for the Quality Statement will be awarded for each of the assessment criteria set out in table F2. The mark given for each assessment criterion will a combination of the individual marks for Part A and Part B assessed in accordance with tables F2 and F3.

D.4.4 The mark is a measure of Highways England's level of confidence that the Tenderer will deliver the 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.

D.4.5 The principles are set out in Annex Two of the Framework Information.

D.4.6 Table F2: Marks awarded for Quality Statement Approach

D.4.7 The quality submissions will be marked using the assessment standards set out below.

D.4.8 Tenderers must achieve all the items for each marking level (starting from the lowest) before being considered against the items for the next marking level.

Table F2 - Marks awarded for Quality Statement Approach

Mark	**To what extent does the proposed approach demonstrate commitments that are likely to meet the requirements and contribute to the delivery of the project objectives** (Note: not all bullets below will be relevant for every aspect)
1	Across **no aspects** does the Quality Statement: • Provide confidence that proposed resources, systems and processes will deliver the Framework Objectives • Demonstrate credible project planning and controls to enable successful delivery of the Framework Objectives and commitments • Demonstrate Innovative thinking or industry best practice development to deliver benefits / efficiency to Highways England. • Detail commitments that provide clear SMART objectives that will contribute to the successful delivery of the Framework Objectives • Provide confidence that the commitments will be delivered in accordance with the principles of the contract • Provide confidence that the approach and commitments will promote continued improvement throughout the life of the framework
2	Across **greater than 50%** of the aspects the Quality Statement provides a **limited** level of confidence that • the proposed resources, systems and processes will deliver the Contract Objectives • Demonstrates credible project planning and controls to enable successful delivery of the Contract Objectives and commitments • Demonstrate Innovative thinking or industry best practice development to deliver benefits / efficiency to Highways England. • Details commitments that provide clear SMART objectives that will contribute to the successful delivery of Contract Objectives • the commitments will be delivered in accordance with the principles of the contract • that the approach and commitments will promote continued improvement throughout the life of the framework

Mark	**To what extent does the proposed approach demonstrate commitments that are likely to meet the requirements and contribute to the delivery of the project objectives** (Note: not all bullets below will be relevant for every aspect)
3	Meets all requirements for a score of 2 and across **greater than 50%** of the aspects the Quality Statement provides a **good** level of confidence that:: • the proposed resources, systems and processes will deliver the Framework Objectives • Demonstrates credible project planning and controls to enable successful delivery of the Contract Objectives and commitments • Demonstrate Innovative thinking or industry best practice development to deliver benefits / efficiency to Highways England. • Details commitments that provide clear SMART objectives that will contribute to the successful delivery of the Contract Objectives • the commitments will be delivered in accordance with the principles of the contract • the approach and commitments will promote continued improvement throughout the life of the framework
4	Meets all requirements for a score of 3 and across **all** aspects the Quality Statement provides a good **level** of confidence that: • the proposed resources, systems and processes will deliver the Contract Objectives • Demonstrates credible project planning and controls to enable successful delivery of the Contract Objectives and commitments • Demonstrate Innovative thinking or industry best practice development to deliver benefits / efficiency to Highways England. • Details commitments that provide clear SMART objectives that will contribute to the successful delivery of the Contract Objectives • the commitments will be delivered in accordance with the principles of the contract • the approach and commitments will promote continued improvement throughout the life of the framework

Mark	**To what extent does the proposed approach demonstrate commitments that are likely to meet the requirements and contribute to the delivery of the project objectives** (Note: not all bullets below will be relevant for every aspect)
5	Meets all requirements for a score of 4 and across **greater than 50%** of the aspects the Quality Statement provides a **high** level of confidence that: • the proposed resources, systems and processes will deliver the Contract Objectives • Demonstrates credible project planning and controls to enable successful delivery of the Contract Objectives and commitments • Demonstrate Innovative thinking or industry best practice development to deliver benefits / efficiency to Highways England. • Details commitments that provide clear SMART objectives that will contribute to the successful delivery of the Contract Objectives • the commitments will be delivered in accordance with the principles of the contract • the approach and commitments will promote continued improvement throughout the life of the framework
6	Meets all requirements for a score of 5 and across **all aspects** the Quality Statement provides a **high** level of confidence that: • the proposed resources, systems and processes will deliver the Contract Objectives • Demonstrates credible project planning and controls to enable successful delivery of the Contract Objectives and commitments • Demonstrate Innovative thinking or industry best practice development to deliver benefits / efficiency to Highways England. • Details commitments that provide clear SMART objectives that will make contribution to the successful delivery of the Contract Objectives • the commitments will be delivered in accordance with the principles of the contract • the approach and commitments will promote continued improvement throughout the life of the framework
7	Meets all requirements for a score of 6 describes **additional** elements that: • will achieve **significant** continued improvement throughout the life of the framework to deliver **exceptional** benefit / efficiency to Highways England.

Table F3: Marks awarded for Quality Statement Evidence

D.4.9 Tenderers must achieve all the items for each marking level (starting from the lowest) before being considered against the items for the next marking level.

Mark	**How well does the evidence from previous projects provide confidence that the proposed approach is likely to be successfully delivered**

Mark	How well does the evidence from previous projects provide confidence that the proposed approach is likely to be successfully delivered
1	Across **all** of the Quality Procedures and commitments detailed in the Quality Statement the evidence presented: • Is significantly lacking verifiable statements and supportive documentary examples.
2	Across **greater than 50%** of the Quality Procedures and commitments detailed in the Quality Statement the evidence presented: • Consists of verifiable statements and supportive documentary examples. • Demonstrates relevant and transferable skills and experience providing a **limited level** of confidence the proposed approach is likely to be delivered.
3	Meets all requirements for a score of 2 and across **greater than 50%** of the Quality Procedures and commitments detailed in the Quality Statement the evidence presented: • Consists of verifiable statements and supportive documentary examples. • Demonstrates relevant and transferable skills and experience • Provides a **good level** of confidence the proposed approach is likely to be delivered.
4	Meets all requirements for a score of 3 and across **all** of the Quality Procedures and commitments detailed in the Quality Statement , the evidence presented: • Consists of verifiable statements and supportive documentary examples • Demonstrates relevant and transferable skills and experience • Provides a **good level** of confidence the proposed approach will be successfully delivered.
5	Meets all requirements for a score of 4 and across **greater than 50%** of the Quality Procedures and commitments detailed in the Quality Statement, the evidence presented: • Consists of verifiable statements and supportive documentary examples that fully align to the approach • Demonstrates relevant and transferable skills and experience • Provides a **high level** of confidence the proposed approach will be successfully delivered.
6	Meets all requirements for a score of 5 and across **all** of the Quality Procedures and commitments detailed in the Quality Statement , the evidence presented: • Consists of verifiable statements and supportive documentary examples that fully align to the approach • Demonstrates relevant and transferable skills and experience • Provides a **high level** of confidence the proposed approach will be successfully delivered.
7	Meets all requirements for a score of 6 and • Demonstrates credible innovation / continuous improvements experience which, when transferred will deliver **exceptional** benefit / efficiency to Highways England

Regional Statement

D.4.10 Marks for the Regional Statement will be awarded for each of the assessment criteria set out in table F4.

D.4.11 The mark is a measure of Highways England's level of confidence that the Tenderer will deliver the 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. To illustrate this point, the relationship between the Part A and B marks and the risks to delivery of are shown in Table F4

Table F4: Marks awarded for Regional Partnerships Statement Approach

The Regional Delivery Statement will be marked using the assessment standards set out below.

Mark	**To what extent does the proposed approach demonstrate the resources and ability to address regional opportunities and risks that are likely to meet the requirements and contribute to the delivery of the framework objectives** (Note: not all bullets below will be relevant for every aspect)
1	Across **no** aspects of assessment area does the Regional Delivery Statement: • That mobilisation plan will successfully deliver framework objectives • Provide a bespoke solution that reflects the regional needs • Provide confidence that your organisation is committed to developing the region and that the approach will promote continued improvement throughout the life of the framework • Demonstrate knowledge of regional opportunities and risks or provide confidence in ability to mitigate regional risks and exploit regional opportunities • Provide confidence that proposed resources, systems and processes will create a regional partnership to drive innovation, efficiency and programme delivery to enable successful delivery of the Contract Objectives • Demonstrate Innovative thinking or industry best practice development to deliver benefits / efficiency to the region
2	Across **greater than 50%** of the aspects the Regional Delivery Statement provides a **limited level** of confidence that: • That mobilisation plan will successfully deliver framework objectives • the solution meets the regional needs • your organisation is committed to developing the region and that the approach will promote continued improvement throughout the life of the framework • Demonstrates knowledge of regional opportunities and risks or provides a limited level of confidence in ability to mitigate regional risks and exploit regional opportunities • the proposed resources, systems and processes will create a regional partnership to drive innovation, efficiency and programme delivery to enable successful delivery of the Contract Objectives • Demonstrates some Innovative thinking or industry best practice development to deliver benefits / efficiency to the region

Mark	**To what extent does the proposed approach demonstrate the resources and ability to address regional opportunities and risks that are likely to meet the requirements and contribute to the delivery of the framework objectives** (Note: not all bullets below will be relevant for every aspect)
3	Meets all requirements for a score of 2 and across the **greater than 50%** of the aspects the Regional Delivery Statement provides a **good level** of confidence that • That mobilisation plan will successfully deliver framework objectives • the solution reflects the regional needs • your organisation is committed to developing the region and that the approach will promote continued improvement throughout the life of the framework • Demonstrates knowledge of regional opportunities and risks or provides a limited level of confidence in ability to mitigate regional risks and exploit regional opportunities • the proposed resources, systems and processes will create a regional partnership to drive innovation, efficiency and programme delivery to enable successful delivery of the Contract Objectives • Demonstrates some Innovative thinking or industry best practice development to deliver benefits / efficiency to the region
4	Meets all requirements for a score of 3 and across **all** aspects the Regional Delivery Statement provides a **good level** of confidence that: • the bespoke solution reflects the regional needs • That mobilisation plan will successfully deliver framework objectives • your organisation is committed to developing the region and that the approach will promote continued improvement throughout the life of the framework • Demonstrates knowledge of regional opportunities and risks or provides a good level of confidence in ability to mitigate regional risks and exploit regional opportunities • the that proposed resources, systems and processes will create a regional partnership to drive innovation, efficiency and programme delivery to enable successful delivery of the Contract Objectives • Demonstrates some Innovative thinking or industry best practice development to deliver benefits / efficiency to the region
5	Meets all requirements for a score of 4 and across **greater than 50%** of the aspects the Regional Delivery Statement provides a **high level** of confidence that: • the bespoke solution reflects the regional needs • That mobilisation plan will successfully deliver framework objectives • your organisation is committed to developing the region and that the approach will promote continued improvement throughout the life of the framework • Demonstrates knowledge of regional opportunities and risks or provides a good level of confidence in ability to mitigate regional risks and exploit regional opportunities • the proposed resources, systems and processes will create a regional partnership to drive innovation, efficiency and programme delivery to enable successful delivery of the Contract Objectives • Demonstrates Innovative thinking or industry best practice development to deliver benefits / efficiency to the region

Mark	**To what extent does the proposed approach demonstrate the resources and ability to address regional opportunities and risks that are likely to meet the requirements and contribute to the delivery of the framework objectives** (Note: not all bullets below will be relevant for every aspect)
6	Meets all requirements for a score of 5 and across **all** aspects the Regional Delivery Statement provides a **high level** of confidence that: • the bespoke solution is tailored to deliver the regional needs • That mobilisation plan will successfully deliver framework objectives • your organisation is committed to developing the region and that the approach will promote continued improvement throughout the life of the framework • Demonstrates knowledge of regional opportunities and risks or provides a high level of confidence in ability to mitigate regional risks and exploit regional opportunities • The proposed resources, systems and processes will create a regional partnership to drive innovation, efficiency and programme delivery to enable successful delivery of the Contract Objectives • Demonstrates Innovative thinking or industry best practice development to deliver benefits / efficiency to the region
7	Meets all requirements for a score of 6 and describes additional elements that: • will deliver **exceptional** benefit / efficiency to the regional community and/or Regional Delivery Partnership programme

Delivery Integration Partnership Instructions for Tenderers

Annex E: Tender Scoring Criteria – Worked Example

Annex E. Tender Scoring Criteria

E.1 Example Quality scoring for Tenderer A, Lot 1

Document	Section	Section weighting	Question	Interim Mark	Moderated Mark	Weighted Moderated Mark		Weighted Moderated Mark
Strategic Alignment Statement	1.1 Delivery	8	SA1	7	7	8.00		8.00
	1.2 H&S	8	SA2	5	6	6.86		6.86
	1.3 Customer	8	SA3	6	6	6.86		6.86

Document	Section	Section weighting	Question	Interim Part A Mark	Interim Part B Mark	Interim Mark (Interim A+ Interim B)	Moderate d Part A Mark	Moderated Part B Mark	Moderated Mark (Moderated A+ Moderated B)	Weighted Moderated Mark	Verified Part B Mark	Verified Mark (Moderated A+ Verified B)	Weighted Verified Mark
Quality Management Statement	2.1 Traffic	5	QM1	6	5	11	7	5	12	4.29	4	11	3.93
	2.2 Condition	5	QM2	5	6	11	4	6	10	3.57	6	10	3.57
	2.3 Growth	6	QM3	6	7	13	6	7	13		7	13	
			QM4	7	5	12	7	6	13		5	12	
			Section subtotal							5.57			5.36
	2.4 Efficiency	9	QM5	4	6	10	5	5	10		5	10	
			QM6	5	7	12	5	6	11		6	11	
			QM7	7	5	12	7	5	12		5	12	
			Section subtotal							7.07			7.07
	2.5 Environment	6	QM8	6	5	11	6	5	11		5	11	
			QM9	7	6	13	7	6	13		5	12	
			Section subtotal							5.14			4.93
	2.6 Quality	9	QM10	7	6	13	7	6	13		5	12	
			QM11	5	5	10	5	5	10		5	10	
			QM12	3	5	8	4	5	9		5	9	
			Section subtotal							6.86			6.64
	2.7 H&S	10	QM13	6	7	13	6	7	13		7	13	
			QM14	4	6	10	4	6	10		6	10	
			Section subtotal							8.21			8.21

Document	Section	Section weighting	Question	Interim Mark	Moderated Mark	Weighted Moderated Mark	Verified Mark	Weighted Verified Mark		Weighted Verified Mark
Regional Delivery Statement	3.1 Mobilisation	8	RD1	7	6	6.86	4	4.57		4.57
	3.2 Key persons	10	RD2	6	7	10.00	7	10.00		10.00
	3.3 Regional risk	8	RD3	6	6	6.86	6	6.86		6.86

Tenderer A	Pre-verification	Post-verification
	Weighted Moderated Mark	Weighted Verified Mark
Strategic Alignment	21.71	21.71
Quality	40.71	39.71
Regional	23.71	21.43
Total	86.14	82.86

Example calculation of Interim Total Tender Score for Lot 1

Lot 1	Weighted Moderated Mark (A)	Weighted Commercial Mark (B)	80% Quality Score (C) [(A)*0.8]	20% Price Score (D) [(B)*0.2]	Interim Total Tender Score [(C)+(D)]
Tenderer A	86.14	76.00	68.91	15.20	84.11
Tenderer B	91.00	83.00	72.80	16.60	89.40
Tenderer C	73.00	60.00	58.40	12.00	70.40

Example calculation of Total Tender Score for Lot 1

Lot 1	Weighted Verified Quality Mark (A)	Weighted Commercial Mark (B)	80% Quality Score (C) [(A)*0.8]	20% Price Score (D) [(B)*0.2]	Total Tender Score [(C)+(D)]
Tenderer A	82.86	76.00	66.28	15.20	81.49
Tenderer B	90.24	83.00	72.19	16.60	88.79
Tenderer C	71.51	60.00	57.21	12.00	69.21

E.2 Example collation of the award list for Band A

Rank	Lots		
	1	2	3
1	Tenderer J Score 92 1st preference	Tenderer J Score 94 3rd preference	Tenderer K Score 93 2nd preference
2	Tenderer K Score 88 1st preference	Tenderer L Score 88 1st preference	Tenderer L Score 87 2nd preference
3	Tenderer M Score 85 1st preference	Tenderer N Score 86 1st preference	Tenderer P Score 80 1st preference
4	Tenderer O Score 80 1st preference	Tenderer Q Score 79 1st preference	Tenderer J Score 76 2nd preference

Consideration of highest rank:

- Tenderer J has the highest rank in lots 1 and 2. Its preferences are considered and it is awarded first place in lot 1. It is removed from the ranking in lots 2 and 3.
- Tenderer L now has the highest rank in lot 2 due to the removal of Tenderer J. It is awarded first place in lot 2 and removed from the ranking in lot 3.
- Tenderer K has the highest rank in lot 3. It is awarded first place in lot 3 and removed from the ranking in lot 1.

Consideration of second highest rank:

- Tenderer M now has the second highest rank in lot 1 due to the removal of Tenderer K. It is awarded second place in lot 1.
- Tenderer N has the second highest rank in lot 2. It is awarded second place in lot 2.
- Tenderer P now has the second highest rank in lot 2 due to the removal of Tenderer L. It is awarded second place in lot 2.

E.3 Example collation of the award list for Band B

Rank	Lots				
	4	5	6	7	8
1	Tenderer B Score 92 1st preference	Tenderer B Score 91 2nd preference	Tenderer A Score 93 4th preference	Tenderer G Score 89 2nd preference	Tenderer B Score 98 3rd preference
2	Tenderer A Score 88 2nd preference	Tenderer F Score 88 1st preference	Tenderer E Score 87 2nd preference	Tenderer A Score 87 3rd preference	Tenderer E Score 91 3rd preference
3	Tenderer E Score 85 1st preference	Tenderer A Score 86 1st preference	Tenderer C Score 80 3rd preference	Tenderer D Score 82 1st preference	Tenderer G Score 89 1st preference
4	Tenderer C Score 80 1st preference	Tenderer C Score 79 2nd preference	Tenderer D Score 76 2nd preference	Tenderer B Score 77 4th preference	Tenderer H Score 80 1st preference
5	Tenderer D Score 77 3rd preference	Tenderer E Score 72 4th preference	Tenderer H Score 70 2nd preference	Tenderer F Score 72 2nd preference	Tenderer D Score 76 3rd preference

Consideration of highest rank:

- Tenderer B has the highest rank in lots 4, 5 and 8. Its preferences are considered and it is awarded first place in lots 4 and 5. It is removed from the ranking in lots 7 and 8.
- Tenderer A has the highest rank in lot 6. It is awarded first place in lot 6 but may also be considered in another lot.
- Tenderer G has the highest rank in lot 7. It is awarded first place in lot 7 but may also be considered in another lot.
- Tenderer E now has the highest rank in lot 8 due to the removal of Tenderer B. Tenderer E is awarded first place in lot 8 but may also be considered in another lot.

Consideration of second highest rank:

- Tenderer A may be awarded a second lot. It has the second highest rank in lots 4 and 7. Its preferences are considered and it is awarded second place in lot 4. It is removed from the ranking in lots 5 and 7.
- Tenderer F has the second highest rank in lot 5. It is awarded second place in lot 5 but may also be considered in another lot.
- Tenderer E may be awarded a second lot. It has the second highest rank in lot 6. It is awarded second place in lot 6 and removed from the ranking in lots 4 and 5.
- Tenderer D has the second highest rank in lot 7 due to the removal of Tenderer A. It is awarded second place in lot 7 but may also be considered in another lot.
- Tenderer G may be shortlisted in a second lot. It has the second highest rank in lot 8. It is awarded second place in lot 8.

Consideration of third highest rank in lots 7 & 8:

- Tenderer F may be awarded a second lot. It has the third highest rank in lot 7 due to the removal of Tenderer B. It is awarded third place in lot 7.
- Tenderer H has the third highest rank in lot 8. It is awarded third place in lot 8.

Delivery Integration Partnership
Instructions for Tenderers

Annex F: Policy Compliance Statements

Annex F.

F.1 Appendix 1 - Information Assurance

F.1.1 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 bid may be rejected and the Procurement Officer will inform the Tenderer at this stage.

Table 1- Assessment of Information Assurance

		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 employers Tenderer 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 Highways England’s data handling policy, records management policy and the Information Asset Owner handbook.		
4	Tenderer to confirm that their methods of storing data (electronic and paper based copies) meet the requirements of 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		

		Yes	No
	parties meet the requirements of the Highways England's data 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?		

F.2 Appendix 2 – Anti-collusion certificate

HIGHWAYS ENGLAND ANTI COLLUSION CERTIFICATE

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

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

iii. We further certify that we have not and will not 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.

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

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

vi. We confirm that the words and expressions used in this offer have the meanings assigned to them in the tender documents and any supplementary documents issued with this invitation to tender. The word “person” includes any body or association, corporate or un-incorporate; and “any agreement” includes any formal or informal arrangement, whether legally binding or not.

By answering “Yes” to the associated question on the e-Sourcing portal, we certify that the statements above are accurate in regards to our conduct and we will fulfil any obligations required by these statements.

F.3 Appendix 3 – Anti-bribery code of conduct

Highways England Anti-Bribery Code of Conduct
Page 1

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

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

1. We are committed to ensuring that our business operates with the utmost integrity.

2. We, and those employed by us will not:

- Offer, promise, pay or provide bribes* to any person
- Request, agree to accept or receive bribes
- Offer hospitality to Highways England staff that would breach the requirements of page 2 of this code of conduct.
- Commit any act of bribery that would cause Highways England to be in breach of any anti bribery laws

3. We are committed to having robust procedures and controls in place within our business to minimize the risk of bribery with the aim of preventing bribery and confirm that we:

- Have a zero-tolerance of bribery offences throughout our organisation;
- Conduct risk assessments to identify and monitor potential bribery risks;
- Adopt due diligence measures to vet and approve third parties performing services on our behalf;
- Have clear, practical and accessible policies and procedures to address potential risks of bribery, and to prevent bribery;
- Provide education and awareness to all our employees on anti-bribery
- Have a mechanism in place to allow employees to report potential bribery issues in confidence and have a process to deal with reports protecting the reporting individual;
- Deal effectively with any occurrences of bribery; and
- Act at all times in good faith, impartially and in accordance with a position of trust.

4. We agree to:

- keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit Highways England to inspect those records as required; and
- immediately notify Highways England of any breach of paragraph 2 above.

* A bribe for 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.

Highways England Anti-Bribery Code of Conduct
Page 2

Offer no -

- Gifts other than low-value items such as diaries or calendars (up to £10 in value). Calendars, diaries or other small items of office equipment may be offered and accepted but the gift must bear the company's name or insignia and can legitimately be regarded as being in the nature of advertising material

- Benefits and/or hospitality and / or entertainment such as cocktail parties, meals, receptions, presentations and conferences; and also invitations to social, cultural and sporting events

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

By answering "Yes" to the associated question on the e-Sourcing portal we confirm our agreement to the commitments and contents of this Anti-bribery code of conduct.

F.4 Appendix 4 – 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.

<u>The Commitment</u>

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

1. We are committed to ensuring that our business operates with the utmost integrity.

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

3. We agree to:
   - Keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit Highways England to inspect those records as required; and
   - Immediately notify Highways England of any breach of this Code.

By answering "Yes" to the associated question on the e-Sourcing portal we confirm our agreement to the commitments and contents of this Anti-fraud code of conduct.

F.5 Appendix 5 – Fair Payment Charter

Highways England's Fair Payment Charter

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

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

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

- 'Fair Payment' will apply equally between the client and lead contractor and throughout the supply chain.

- The process will be transparent and members of the supply chain will have certainty of how much and when they will be paid.

- Companies will consider, where appropriate, operating relevant contracts on an open book basis.

- The correct payment will represent the work properly carried out, or products supplied, in accordance with the contract. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made at the time of contract.

- To ensure effective and equitable cash flow for all those involved, all contracts will provide for regular payments and have payment periods not exceeding 30 days, from receipt of invoice.

- In order to avoid payment delays, the client and all supply chain members will agree payment procedures at the outset of their contracts. Payment will be through electronic BACS transfer and will apply throughout the supply chain.

- Monitoring compliance with the Charter principles will be built into the Highways England Performance Measurement Model.

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

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

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

By answering "Yes" to the associated question on the e-Sourcing portal we confirm that we will strive to meet the commitments in this charter and seek to embed the principles throughout our supply chain.

F.6 Appendix 6 – Armed Forces Covenant

The Armed Forces Covenant

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

The Covenant's 2 principles are that:

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

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

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

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

Email address: covenant-mailbox@mod.uk

Address:
Armed Forces Covenant Team
Zone D, 6th Floor, Ministry of Defence,
Main Building, Whitehall, London, SW1A 2HB

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

By answering "Yes" to the associated question on the e-Sourcing portal we acknowledge Highways England's aspiration in this matter.