

National Highways Limited

HISTORICAL RAILWAYS ESTATE (HRE) - WORKS FRAMEWORK

HXH/4a 'WHEATLEY VIADUCT' CONTRACT FOR REMEDIAL REPAIRS AND WATERPROOFING

Framework Information - Secondary Competition Instructions for Quotations

**Deadline for Tender submission is
30th June 2023 at 12pm (noon)**

Contents amendment sheet

Version. No.	Issue Date	Amendments	Initials	Date
1	30/06/23	IfT Issue 01 – HRE Specific	JC	28/06/23

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1 FRAMEWORK AGREEMENT DETAILS

- 1.1 On 01 July 2020 National Highways Limited awarded a Framework Agreement for Historical Railways Estate Works Framework [Lot 1 – Major Works/ Lot 2 Minor Works and Emergency Response North/ Lot 3 - Minor Works and Emergency Response South] to several potential Suppliers.
- 1.2 Clause SC105 and Clause SC1400 of the Framework Scope and Section 5 - 'Selection Procedure' of the Framework Information, provides for work to be awarded to certain Suppliers admitted to the Framework Agreement using a secondary competition in accordance with regulation 33(8)(c) of the Public Call Off Contracts Regulations 2015.
- 1.3 This document contains instructions for the potential Suppliers wishing to participate in such a secondary competition.

2 DEFINITIONS AND INTRODUCTION

2.1 Definitions

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

Table 1 Table of Definitions

Term	Definition
Assessment	the part of the procurement process described in section 7.3 of these Instructions;
Associated Company	has the meaning given in section 256 of the Companies Act 2006;
Award Criteria	the criteria described in these Instructions that National Highways Limited will use to identify the most economically advantageous Tender;
Call Off Contract	the Call Off Contract to be entered between National Highways Limited and the successful Supplier;
Commercial Assessment Panel	the group of assessors that assesses the Request for Quotation;
Commercial Envelope	the area on the Sourcing portal in which Suppliers should submit their Request for Quotation;
Commercial Score	The score awarded by the Commercial Assessment Panel after its assessment of the Request for Quotation;
Conditions of Tendering	Section 4 of these Instructions setting out the general processes, procedures and rules for Suppliers to follow when producing and submitting a Tender;
EIRs	the Environmental Information Regulations 2004 (S1 2004/3391)
Final Quality Score	the Final Quality Score determined in accordance with section 7.5.5 of these Instructions
FOIA	the Freedom of Information Act 2000;
Framework Agreement	The Framework Agreement made between Highways England and the Supplier dated 01 July 2020;
Instructions	this document;
OJEU	the Official Journal of the European Union;
Price	the Price for each Tender determined by the Commercial Assessment Panel in accordance with paragraphs 7.3.1 – 7.3.9 of these Instructions;

Procurement Officer	the individual identified in paragraph 2.2.3 of these Instructions;
Quality Assessment Panel	the group of assessors that assesses the Quality Submission;
Quality Consensus	the part of the procurement process described in section 7.5 of these Instructions;
Quality Envelope	the area on the Sourcing portal in which Suppliers should submit their Quality Submission;
Quality Moderation	the part of the procurement process described in section 7.6 of these Instructions;
Quality Moderation Panel	the group of moderators that provides independent assurance of the scores awarded by the Quality Assessment Panel in accordance with section 7.6 of these Instructions;
Quality Questions	the Questions set out in Appendix C to these Instructions to be answered by Suppliers as part of their Tender response;
Quality Submission	the part of the Tender to be submitted in accordance with paragraph 6.6 of these Instructions;
Regulations	the Public Contracts Regulations 2015 (as amended);
Request for Quotation	the part of the Tender to be submitted in accordance with paragraph 6.8 of these Instructions;
Sourcing Portal	National Highways Limited's web-based system used to conduct and manage the procurement process from Tender invitation, including all communications, provision of data and information and submissions. The Sourcing portal used for this Tender is called Bravo;
Supplier	the individual, organisation or consortium that has been admitted to the Framework Agreement and which is submitting a Tender in this further competition;
Tender	an offer by a Supplier in response to these Instructions which includes all supporting Tender response documents, rates and prices and proposals;
Tender Query	a question or request for clarification submitted by a Supplier and answered by National Highways Limited in accordance with section 5.1 of these Instructions;
Total Score	the score awarded following the procurement process described in section 7.6 of these Instructions;

2.2 Instructions for Suppliers

- 2.2.1 These Instructions are issued further to those listed in Section 5 of the Framework Information. National Highways Limited seeks to identify the most economically advantageous Tender to National Highways Limited and to award the Call Off Contract to the Supplier that submitted it.
- 2.2.2 The purpose of this document is to provide Suppliers with information about the procurement process, the timetable and the Conditions of Tendering. The document describes the Call Off Contract which National Highways Limited is seeking to procure. It also sets out the Award Criteria and how they will be applied to identify the most economically advantageous Tender.
- 2.2.3 Suppliers may only contact National Highways Limited through the Sourcing Portal, unless they are unable to access the Sourcing Portal in which case, they must contact the Procurement Officer by email. The Procurement Officer for this procurement is [REDACTED]
- 2.2.4 Whenever in these Instructions there is reference to a meeting being held between National Highways Limited and one or more of the Suppliers such a meeting may be held face to face, by telephone, by Skype, by Microsoft Teams or by another reasonably widely available medium chosen by National Highways Limited.

3 PROCUREMENT TIMETABLE

3.1 Procurement Timetable – key events and dates

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

Table 2 Key events and dates

Activity	Date
Issue these Instructions	30 th June 2023
Last date for submission of Tender queries	14 th July 2023 at 1200 noon
Tender return date	1 st August 2023 at 1200 noon
Tender Assessment	2 nd August - 15 th August 2023
Call Off Contract Award	17 th – 18 th August 2023

4 CONDITIONS OF TENDERING

4.1 General

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

4.2 Disclosure Requests and Transparency

- 4.2.1 Under the FOIA, the EIRs or the Regulations National Highways Limited may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the procurement exercise including any Tenders received.
- 4.2.2 Under the UK Government’s Procurement Policy Note 02/17 (Promoting Greater Transparency) dated February 2017, National Highways Limited is obliged to publish the details of the successful Supplier and the provisions of any Call Off Contract let

pursuant to this procurement exercise, excluding only information which is exempt from disclosure pursuant to the FOIA, EIRs or the Regulations.

- 4.2.3 Suppliers must be aware that National Highways Limited could receive requests for any information relating to this procurement exercise. National Highways Limited is under a legal obligation to disclose such information if validly requested, unless an exemption applies. National Highways Limited may also be obliged to make disclosures under other legislation or applicable codes or otherwise as required by law, including by order of a court of competent jurisdiction. Without prejudice to National Highways Limited's obligation to disclose information in accordance with the FOIA, EIRs and the Regulations, National Highways Limited will, acting reasonably but at its sole discretion, consider the application of any exceptions set out in section 43 of the FOIA to any information identified by a Supplier as genuinely commercially sensitive or any other relevant FOIA or EIRs exemption.
- 4.2.4 Suppliers are therefore invited to use Appendix F of these Instructions to state which information in their Tender should not be disclosed due to one of the exemptions applying, for example because to do so would, or would be likely to, prejudice their commercial interests. Applications for non-disclosure must include:
- a) Clear and substantive justification; and
 - b) A time limit after which the information is no longer subject to the exemption.
- 4.2.5 National Highways Limited will endeavour to consult with the Supplier and have regard to the Supplier's representations before it releases any information in response to a request made under the FOIA or the EIRs. However, National Highways Limited will be entitled to determine in its absolute discretion, including where it considers that it would not be appropriate to consult with the Supplier, whether any information is exempt from release under either the FOIA or the EIRs, or alternatively is to be disclosed in response to a request for information.
- 4.2.6 All central Government departments, their executive agencies and non-departmental public bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- 4.2.7 For these purposes, National Highways Limited may disclose within Government any documents and information (including any that the Supplier considers to be confidential

and/ or commercially sensitive, such as specific information within the Tender) submitted by the Supplier to National Highways Limited during this procurement exercise. Suppliers consent to these terms as part of the procurement exercise.

- 4.2.8 Suppliers must note that National Highways Limited may be required to publish the names of the Suppliers.

4.3 **Publicity and marketing**

- 4.3.1 All publicity activity in relation to this procurement exercise or the award of subsequent Call Off Contract is prohibited except with the prior written agreement of National Highways Limited. Suppliers must, prior to any form of response, notify National Highways Limited via the Sourcing Portal of any enquiries received from the media regarding this procurement exercise.

4.4 **Conflicts of Interest**

- 4.4.1 A “conflict” or “potential conflict” is any circumstance which creates a conflict of interest for a Supplier or which could have an impact on the fair, transparent and non-discriminatory nature of this procurement process.
- 4.4.2 Where there is any indication that a conflict of interest, or potential conflict of interest, between the Supplier, its advisers, National Highways Limited or National Highways Limited’s advisers or any combination thereof has arisen or may arise it will be the responsibility of the Supplier (using Appendix G) to inform National Highways Limited immediately via the Sourcing Portal setting out the conflict or potential conflict in detail together with the measures taken and/or to be put in place to identify, prevent and/or remedy any conflict or potential conflict of interest. In such circumstances, National Highways Limited will be the final arbiter on issues of conflict or potential conflicts of interest and, in cases where the actual or potential conflict of interest cannot (in National Highways Limited’s reasonable opinion) be effectively remedied, National Highways Limited will exclude the relevant Supplier from the procurement exercise.
- 4.4.3 If National Highways Limited becomes aware of any actual or potential conflict of interest that the Supplier has not declared to National Highways Limited, the Supplier may be excluded from the procurement exercise.
- 4.4.4 Tenders by groups of entities or Associated Companies must be submitted autonomously and independently with appropriate evidence provided of measures which ensure this is in accordance with paragraphs 4.4.2 or 4.4.5. Should National Highways Limited suspect that relationships between groups of entities or affiliate companies means that they are not independent and evidence to demonstrate

otherwise is not provided, that Supplier may be excluded from the procurement exercise.

- 4.4.5 National Highways Limited considers that a potential conflict of interest could arise where the same entity is bidding in different capacities, for example, bidding in its own right and as a sub-contractor to another Supplier or as a consortium partner in another bid. In such circumstances the Supplier should address the potential conflict in the manner set out in paragraph 4.4.2.

4.5 Tender Warranties

- 4.5.1 These Instructions and their associated documentation is provided in good faith. No warranty is given by National Highways Limited as to the accuracy or completeness of information contained in these documents. Any liability for inaccuracy or incompleteness is expressly disclaimed by National Highways Limited. Suppliers are to satisfy themselves they understand all requirements of the procurement exercise and all associated documents before submitting a Tender.
- 4.5.2 National Highways Limited reserves the right to cancel, amend or vary the procurement process at any point prior to the award of the Call Off Contract (in whole or in part) and with no liability on its part.
- 4.5.3 National Highways Limited reserves the right not to accept any Tender for any reason given in these Instructions or the Regulations.
- 4.5.4 National Highways Limited is not liable for any costs resulting from any amendment or cancellation of this procurement exercise nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those Tendering. Suppliers submit a Tender at their own risk and expense.
- 4.5.5 Tenders will remain open for acceptance by National Highways Limited for a period of 180 days from the closing date for the submission of Tenders after which period the validity of a Tender will be subject to confirmation by the Supplier.

4.6 Tender Documents

- 4.6.1 The documents provided to Suppliers are listed in Appendix A – Document Register.
- 4.6.2 If Suppliers experience any difficulty in locating or opening documents listed in Appendix A – Document Register or within any of the referenced documents, then a Tender Query should be raised via the Sourcing portal.
- 4.6.3 All documents and information issued to Suppliers remain the property of National Highways Limited and may only be used for the purpose of tendering, they must not be

disclosed to persons unconnected with the Tender and must be destroyed on completion of the procurement exercise.

5 TENDER COMMUNICATIONS

5.1 Tender Queries

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

5.2 Tender Amendments

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

6 TENDER SUBMISSION REQUIREMENTS

6.1 General

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

6.2 Document Control

- 6.2.1 A Checklist of the documents to be returned with the Tender is set out in Appendix B. Each Tender must be submitted in two online envelopes as follows, further detail is given in Appendix B:
- Technical Envelope (Parts 1 and 2)
 - Commercial Envelope
- 6.2.2 Tenders and supporting documents must be written in English and priced in Pounds Sterling.
- 6.2.3 Tenders must comply with the following document restrictions:
- a) The page limits applicable when responding to the Quality Questions as identified in C must be adhered to, including title pages, drawings, diagrams, organograms, flow charts and annexes;
 - b) The pages of any document with a page limit must be numbered. Page numbers and other header or footer information may be included in the margin space;

- c) Text must be presented in “Arial” font and be no smaller than 11 point, single-spaced. Text no smaller than 10 point can be used for drawings, diagrams and flow charts.

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

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

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

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

Example Format - “ABC - Conflict of Interest Statement”

6.3 **Variant Bids**

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

6.4 **Tender Submission**

6.4.1 Suppliers are required to submit three submissions as part of the Tender:

- Call Off Contract Submission
- Quality Submission
- Commercial Submission

6.5 **Call Off Contract Submission Instructions**

6.5.1 Suppliers are required to complete and return in the Technical Envelope (Part 1) on the Sourcing Portal the Call Off Contract Submission comprising:

- a) the executed Form of Tender; and
- b) the Call Off Contract Data Part Two

6.6 **Quality Submission Instructions**

6.6.1 Suppliers are required to complete and return in the Technical Envelope (Part 2) on the Sourcing Portal their Quality Submission comprising responses to the Quality Questions in Appendix C.

6.6.2 The Supplier's response to each Quality Question must include the following components:

- a) Methodology: describing the methods to be used, which must as a minimum address all the requirements; and
- b) Evidence: showing how the methodology has been previously used, tested or piloted.

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

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

6.7 **Commercial Submission Instructions**

6.7.1 Suppliers are required to submit in the Commercial Envelope on the Sourcing Portal a completed Bill of Quantities found in Appendix D of these Instructions.

6.7.2 Suppliers are to complete the Bill of Quantities in accordance with the information and guidance notes provided within this document

6.7.3 Suppliers must price all items (rates, percentages and prices) in the Bill of Quantities.

6.7.4 Suppliers must price all items separately and to two decimal places.

6.7.5 Suppliers are not permitted to:

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

6.7.6 Suppliers must not include a price for an item which exceeds the price for that item contained in the commercial submission made when they applied for a place on the Framework Agreement.

- 6.7.7 Suppliers who price on any other basis and/or make any such assumptions may have their Tender excluded.
- 6.7.8 If a Supplier prices an item as zero, the Supplier must provide an explanation in their submission.

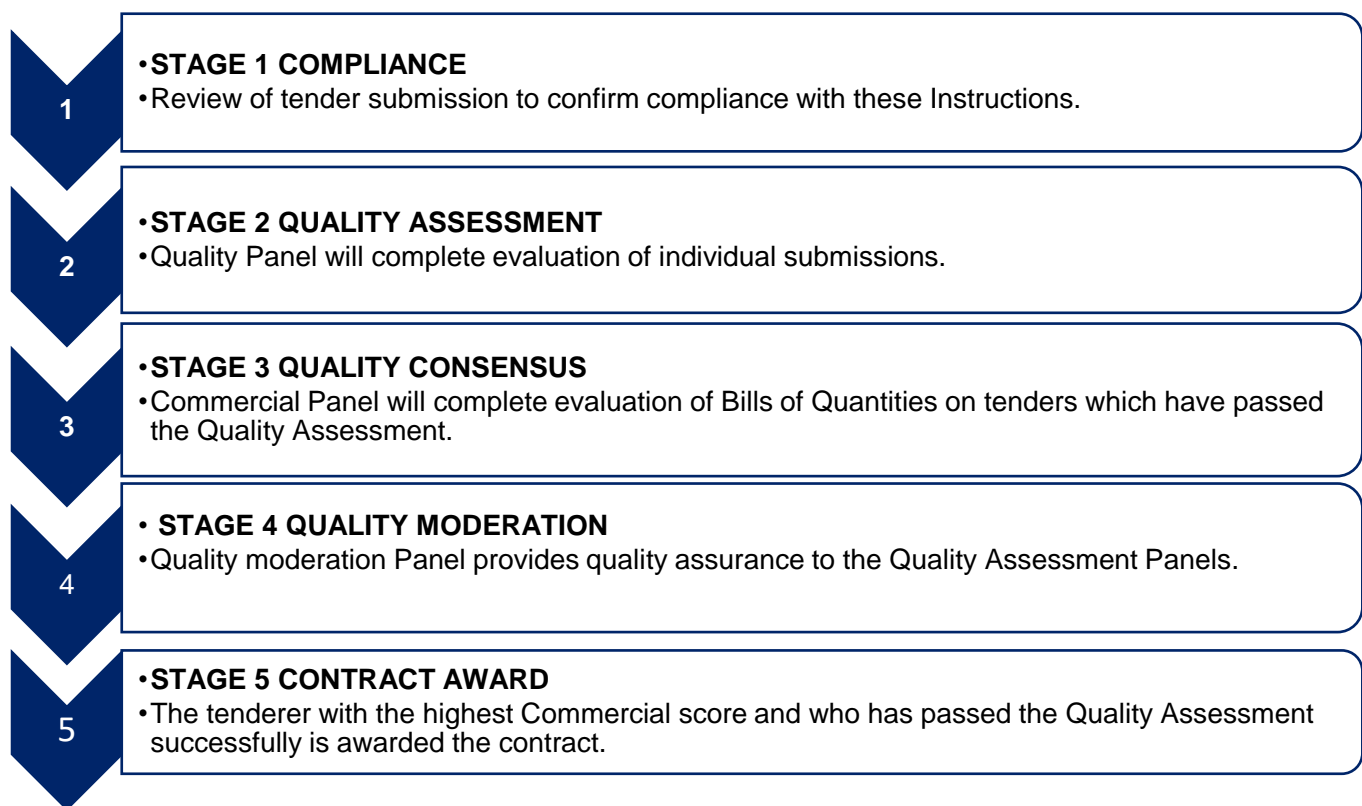
7 TENDER ASSESSMENT PROCEDURE

7.1 Tender Assessment Procedure

7.1.1 The Tender assessment procedure identifies the Most Economically Advantageous Tender to National Highways Limited by firstly assessing the Commercial and Quality Submissions for compliance, then calculating the Commercial Score. The tender with the highest Commercial Score after passing the Quality Assessment is awarded the contract.

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

Figure 1 – Tender Assessment Procedure Stages



7.2 Stage 1 - Compliance

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

- a) a full and complete set of correct documents and submissions has been uploaded to the Sourcing Portal;
- b) the submitted documents and submissions are without qualification;
- c) no further documents were submitted beyond those required; and
- d) the page count in the Quality Submission has not been exceeded.

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

7.3 **Stage 2 – Quality Assessment**

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

7.3.2 Assessment of the Quality Submission will be undertaken by the Quality Assessment Panel who will evaluate the questions in Appendix C.

7.3.3 The Quality Assessment Panel assess the response to each Quality Question based wholly on the contents of the written Quality Submission, and any associated clarifications.

7.3.4 If the Quality Assessment Panel wishes to request clarification from a Supplier the Procurement Officer shall issue a request for clarification through the Sourcing Portal.

7.3.5 The Quality Assessment Panel award a mark of Pass or Fail to the response to each Quality Question in accordance with the procedures specified in these Instructions and record their rationale for each of the scores.

7.3.6 All suppliers who are awarded a Pass for all questions progress to Commercial Assessment.

Commercial Assessment

7.3.7 The Commercial Assessment Panel will assess the Bill of Quantities provided by the Supplier using the two-stage process described in paragraphs 7.3.8 to 7.3.14 of these Instructions.

Step One: Commercial Compliance

7.3.8 The Commercial Assessment Panel will check that Suppliers have submitted the Bill of Quantities in accordance with these Instructions and the guidance notes in this document.

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

7.3.10 Examination of documents by National Highways Limited may detect mathematical errors in computation that may undermine the reliability of the Tender. High National Highways Limited will highlight these errors to the Supplier so they can be corrected.

Step Two: Commercial Assessment

7.3.11 The Commercial Assessment Panel will determine a Price for each Tender using the Bill of Quantities.

7.3.12 The Supplier with the lowest Price is awarded a Commercial Score of 100. The Commercial Scores of other Suppliers are calculated by deducting from 100 the percentage variance by which their Price is above the lowest Price. There will be no negative scoring so the minimum possible Commercial Score is zero. A worked example is shown in Appendix E.

7.3.13 If the Supplier with the lowest Price is excluded from the Secondary Competition then the second lowest priced Tender will score 100 and the other Commercial Scores will be re-calculated in accordance with paragraph 7.3.12.

7.3.14 The Supplier with the highest Commercial Score and who has successfully passed Quality Assessment will be awarded the Contract.

7.4 Abnormally Low Tender

7.4.1 If National Highways Limited considers that a tender appears to be abnormally low, it reserves the right to investigate in accordance with Regulation 69 of the Public Contracts Regulations 2015. National Highways Limited reserves the right to undertake such an investigation at any stage during the tender process.

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

7.5 Stage 3 – Quality Consensus

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

7.5.2 Each of the individual members of the Quality Assessment Panel will present their rationale and scoring. The session will be independently facilitated by a representative of National Highways Limited's procurement team to reach an agreed Consensus score and rationale for each Quality Question.

7.5.3 If during the Quality Consensus meetings the Quality Assessment Panel members wish to request clarification before they agree a Consensus the Procurement Officer

shall issue a request for clarification through the Sourcing Portal. The Quality Assessment Panel members will meet again after the clarification has been received to reach the agreed Consensus score and rationale.

- 7.5.4 Following the conclusion of the Consensus meeting, the Quality Assessment Panel's consensus notes containing the quality scores and rationale for each Quality Question are presented to the Quality Moderation Panel in accordance with section 7.6.

7.6 Stage 4 – Quality Moderation

- 7.6.1 The Quality Moderation Panel provides challenge and assurance to the Quality Assessment Panel to ensure the score and rationale for each Supplier's response to each of the Quality Questions follows the scoring methodology in Appendix C and that methodology has been consistently applied to all Suppliers.
- 7.6.2 The Quality Moderation Panel has access to all documents seen by the Quality Assessment Panel.
- 7.6.3 The Quality Moderation Panel is not permitted to adjust the quality assessment in any circumstances.

8 CALL OFF CONTRACT AWARD PROCEDURE

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

8.1.2 The Contract is awarded to the Supplier who has passed all Quality Assessment questions and has the highest Commercial Score.

8.2 Call Off Contract Award

8.2.1 The Supplier identified for Call Off Contract award will be issued with an award letter.

Appendix A Document Register

The following documents are included with these Instructions

Document	File name
A1 - Instructions for Suppliers including:	
Appendix A (Document Register)	
Appendix B (Check List of Documents to be returned with Tender)	
Appendix C (Quality Questions)	
Appendix D (Bill of Quantities)	
Appendix E (Commercial scoring worked example)	
Appendix F (Commercially sensitive information template)	
Appendix G (Conflict of Interest declaration template)	
A2 - Call Off Contract including:	
Scope	<i>HXH/4a NEC ECC Rev02 31-05-2023</i>
Contract Data Part 1 and 2	<i>HXH-4a HRE ECC Contract Data Rev01</i>
Form of Tender	<i>HRE Form of Tender - HXH 4A WHEATLEY VIADUCT</i>

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

B.1 Technical Envelope (Part 1)

Document
Call Off Contract Submission including:
Form of Tender - HRE Form of Tender - HXH 4A WHEATLEY VIADUCT
Call Off Contract Data Part 2
Any request for non-disclosure under the Freedom of Information Act 200

B.2 Technical Envelope (Part 2)

Document
Quality Submission

B.3 Commercial Envelope

Document
Bill of Quantities (HXH-4a BoQ Rev02)

Appendix C Quality Questions

The Quality Questions which the Quality Assessment Panel will assess are set out below:

Question
Does the programme illustrate that the Tenderer can carry out the works using the Works Order access date, completion date and any key dates?
Does the programme cover the tasks/activities required for the project?
Does the summary method statement show that the way the Tenderer intends to carry out the work complies with the Employer's specified requirements and deals adequately with the project specific risks?
Are the proposed resources (including key people) adequate for successful delivery of the project?
Has the Tenderer demonstrated how they will manage and control any Health and Safety risks associated with the project?

Appendix D Bill of Quantities

The Bill of Quantities which must be completed can be found in the file named – (HXH-4a BoQ Rev02)

Appendix E Commercial Assessment Scoring Example

The table below illustrates how the Commercial Score is determined. Suppliers are to note that all examples in this Appendix are for indicative purposes only.

EXAMPLE COMMERCIAL ASSESSMENT			
Item No.	Supplier Prices		
	Tenderer A	Tenderer B	Tenderer C
Mobilisation costs	£25,908.96	£18,063.49	£26,298.00
Survey costs	£172,787.15	£194,543.50	£163,670.50
Reporting and deliverables	£13,707.54	£15,777.46	£15,599.59
Total Cost	£212,403.65	£228,384.45	£205,568.09
Rank	2	3	1
Percentage	97%	90%	100%
Commercial Score	97	90	100

Appendix F Information Supplier Regards As Commercially Sensitive

This template can be found in HRE - Appendix F - Commercially Sensitive Information Template.

Appendix G Conflict of Interest Declaration

This template can be found in HRE - Appendix G - Conflict of Interest Declaration template