



Department  
for Transport

# **Invitation to Tender**

**DfT Contract Reference: P40550152**

**Parliamentary Agents for HS2 Phase 2b (Crewe to Manchester and the West  
Midlands to Leeds)**

**12 December 2017**

## Contents

PART A: REQUIREMENTS.....	3
1. Introduction.....	3
2. Background to the Requirement .....	3
3. Indicative Procurement Timetable .....	4
4. Requirements and Deliverables .....	5
5. Contract Value, Term, Management and Invoices.....	8
PART B: RESPONSES TO INVITATION TO TENDER.....	10
6. Conflicts of Interest.....	10
7. Security .....	10
8. Technical Ability .....	10
9. Fee Proposal .....	13
10. Interviews.....	14
11. Point of Contact .....	15
ANNEX A: TENDER EVALUATION AND ASSESSMENT CRITERIA .....	16
ANNEX B: PRICING SCENARIOS.....	20
ANNEX C: CONFIDENTIALITY AGREEMENT.....	29

# **PART A: REQUIREMENTS**

## **1. Introduction**

- 1.1 The Department for Transport (DfT) invites tenders from Roll A Parliamentary Agents to assist in the preparation and promotion of a hybrid Bill to authorise the construction of the section of route referred to as Phase 2b (Crewe to Manchester and the West Midlands to Leeds), of the High Speed 2 (HS2) scheme.
- 1.2 Prior to issuing this ITT, the Department for Transport undertook a market sounding exercise inviting comments and suggestions from potential tenderers on ways in which the quality and efficiency of the required services could be optimised.

## **2. Background to the Requirement**

- 2.1 HS2 is a new high speed rail network for the UK, connecting London with major cities in the Midlands and the north of England. It is a Y-shaped network that will be delivered in several stages. Trains will also run beyond the Y network to serve places such as Liverpool, Preston, Newcastle and Scotland.
- 2.2 Phase One of HS2 will see a new high speed line constructed from Euston to north of Birmingham, where it will re-join the existing West Coast Main Line (WCML). New high speed trains will serve Birmingham city centre and an interchange station designed to serve the wider West Midlands. At Old Oak Common in West London a new interchange will be built connecting HS2 with Crossrail and the Great Western Main Line. Passenger services are planned to commence on the Phase One route in 2026.
- 2.4 In November 2015 the then Government announced its intention to accelerate the delivery of the section of Phase Two between the West Midlands and Crewe (Phase 2a). At the northern end it will connect with the WCML to the south of Crewe to allow HS2 services to join the WCML and call at Crewe station. Passenger services are planned to commence on the Phase 2a route in 2027 subject to parliamentary approval of the Phase 2a hybrid Bill.
- 2.5 In July 2017 the Government confirmed the route for Phase 2b of HS2<sup>1</sup>, which will complete the full Y network. The southern end of the Western Leg connects to Phase 2a (south of Crewe) and goes onto Manchester with a connection back to the WCML south of Wigan. The Eastern Leg connects to the Phase One route and goes onto Leeds, with a connection back to the East Coast Main Line (ECML) at Church Fenton. Passenger services are planned to commence on the Phase 2b route in 2033 subject to parliamentary

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<sup>1</sup> <https://www.gov.uk/government/collections/hs2-phase-2b-crewe-to-manchester-and-the-west-midlands-to-leeds>

approval of the Phase 2b hybrid Bill. The Government intends to deposit the hybrid Bill by the end of 2019.

### 3. Indicative Procurement Timetable

Stage	Date
Invitation to Tender issued	Tuesday 12 <sup>th</sup> December 2017
Total clarification period	Tuesday 12 <sup>th</sup> December 2017 – Friday 12 <sup>th</sup> January 2018
Tender clarification questions deadline and deadline for registering on the AWARD portal	Friday 22 <sup>nd</sup> December 2017 (by 17:00)
DfT response to clarification questions deadline	Friday 12 <sup>th</sup> January 2018
Invitation to Tender response deadline	Friday 19 <sup>th</sup> January 2018 (by 17:00)
Tender evaluation period (including interviews)	Monday 22 <sup>nd</sup> January 2018 – Friday 2 <sup>nd</sup> February 2018
Interviews	If required, on a date to be confirmed during the evaluation period
Cabinet Office approval to award	Monday 5 <sup>th</sup> – Friday 9 <sup>th</sup> February 2018
Intention to award contract	Monday 12 <sup>th</sup> February 2018
Standstill period	Tuesday 13 <sup>th</sup> - Monday 26 <sup>th</sup> February 2018
Contract award and commencement	Tuesday 27 <sup>th</sup> February 2018

#### TENDER RECEIPT

- 3.1 The publication of the Invitation to Tender document and the submission of tenders will take place via the AWARD portal. DfT has contacted a point of contact based on the market sounding exercise. If you require the point of contact to be amended or need to register for access to the AWARD portal

please email Jenny Turvey ([jenny.turvey@dft.gsi.gov.uk](mailto:jenny.turvey@dft.gsi.gov.uk)) with your named single point of contact and their email address. They will then receive an email with their log-in details for the AWARD portal.

## **TENDER CLARIFICATION**

- 3.2 Tenderers may raise questions or seek clarification regarding any aspect of this procurement. Questions must be submitted via the AWARD portal by **22<sup>nd</sup> December at 5pm**.
- 3.3 To ensure that all Tenderers have equal access to information regarding this procurement, DfT will publish its responses to the questions raised by Tenderers on an anonymous basis in a Q&A document. This document will be shared with all Tenderers.
- 3.4 If a Tenderer regards any questions as commercially sensitive, these must be clearly marked as such. In these cases, suitably redacted information will be made available by DfT.
- 3.5 DfT will not enter into exclusive discussions regarding the requirements of this procurement with any Tenderer.

## **TENDER EVALUATION**

- 3.6 Tenders which are submitted by the Invitation to Tender response deadline will be evaluated in accordance with **Annex A**.

## **4. Requirements and Deliverables**

- 4.1 HS2 Phase 2b is one of the Government's flagship projects and the legal and commercial skills, expertise and experience of Roll A Parliamentary Agents will be essential in the preparation and promotion of the Phase 2b hybrid Bill. Tenderers are required to demonstrate their technical and professional ability and should clearly set out how their skills and experience meet the requirements of the Invitation to Tender.

## **ROLE**

- 4.2 The Parliamentary Agents for a Phase 2b hybrid bill will be required to:
- Provide advice on legal and procedural issues arising out of the preparation of and enactment of private aspects of the Bill;
  - Advise on preparation and assurance of the Environmental Statement to ensure compliance with Standing Orders;
  - Assure key documents submitted to Parliament with the Bill: the land parcels identified, the plans and sections etc.;
  - Contribute to development of policy, in particular in relation to the acquisition of land to be contained in the Bill;
  - Contribute to drafting of the private aspects of the Bill if needed;

- Advise, in conjunction with Parliamentary Counsel and DfT's in-house legal advisors, on the drafting of the Bill as a whole (and associated Bill instructions);
- Lead on all actions necessary to comply with UK Parliament Standing Orders for Private Business;
- Organise the hearing of petitions, in consultation with petitioners, in support of the Committee Clerk (if requested by the Clerk);
- Advise on responding to petitions against the bill;
- Negotiate and complete assurances and undertakings given to petitioners; and
- Identify risks and consider their allocation.

## **ACTIVITIES AND DELIVERABLES**

4.3 An indicative programme of activities is given below. The Parliamentary Agents will be required to work to all of the key deliverables and milestones contained in the specification.

### **Milestone 1: Prior to Deposit of the hybrid bill**

- Mobilisation of the team, familiarisation with the scope and expected working relationships;
- General familiarisation, liaison with the DfT Contract Manager, DfT in-house lawyers and HS2 Ltd;
- Advice on hybrid Bill procedures and processes;
- Working with DfT in-house lawyers and the Bill team to prepare a comprehensive set of instructions, based on the Phase One and Phase 2a Bill work;
- Advice on development and deposit of plans and sections, the Book of Reference and the Environmental Statement;
- Advice on consultation strategy and activity;
- Ensuring compliance with the relevant European legislation that governs large infrastructure schemes and their environmental impacts;
- Advice on policy relating to private aspects of the Bill;
- Oversight of, (and potentially drafting) clauses for the private aspects of the Bill;
- Advice on compliance with UK Parliament Standing Orders relating to private and hybrid business;
- Advice on the approach to be taken in engaging with third parties and on particular third party issues;
- Advice on risks to the Parliamentary timetable; and
- Preparation and assurance of plans, sections and necessary documents for deposit, and notification of their deposit, in accordance with Standing Orders.

### **Milestone 2: Introduction and Second Reading**

- Oversight of the process of verifying compliance with Standing Orders before the Examiners of hybrid bills and the Standing Orders Committee;

- Forward planning for the Select Committee stage;
- Advice on Second Reading approach and the principle of the Bill;
- Assistance in drafting motions to instruct the Select Committee as to the principle of the Bill and other matters.

### **Milestone 3: Select Committee and remaining Commons stages**

- Leading the assessment of petitioners' right to be heard and identification and processing of challenges;
- Instructing Counsel and attending conferences;
- Advice on negotiations with petitioners;
- Drafting and providing advice on draft assurances and House undertakings;
- Advice on the preparation of Petition Response Documents and Petition Assurance Letters;
- Working with the Committee Clerk to establish an appropriate timetable of sittings;
- Attending / appearing before the Select Committee;
- Advice on remaining stages in the Commons; and
- Drafting any instructions on Additional Provisions as may be necessary.

### **Milestone 4: Lords Introduction to Royal Assent**

- Leading the assessment of right to be heard and identification and processing of challenges;
- Instructing Counsel and attending conferences;
- Advice on negotiations with petitioners;
- Drafting and providing advice on draft assurances and House undertakings;
- Advice on the preparation of Petition Response Documents and Petition Assurance Letters;
- Working with the Committee Clerk to establish an appropriate timetable of sittings;
- Attending / appearing before the Select Committee; and
- Advice on remaining stages in the Lords.

### **Milestone 5: Following Royal Assent**

- Finalisation of the Register of Undertakings and Assurances;
- Finalisation of agreements with petitioners;
- Production of Documentation for delivery teams; and
- Advice on drafting post Royal Assent motions as required.

### **Other**

- Advice on general issues connected to Phase 2b;
- Providing advice on any proposed changes to the hybrid Bill process; and

- Consideration and advice on interdependencies between the Phase One hybrid Bill, the Phase 2a hybrid Bill and the Phase 2b hybrid Bill (as appropriate, in liaison with the Phase One / Phase 2a hybrid Bill Parliamentary Agents, to ensure consistency with the approach).

## **5. Contract Value, Term, Management and Invoices**

- 5.1 It is currently expected that the maximum value for this contract will be £10,000,000.00
- 5.2 The contract term will initially be 3 years, with an option to extend for 1+1+1 years. The requirement for Roll A Parliamentary Agent support will be reviewed annually and DfT reserves the right to terminate the contract in any year on the provision of three months' written notice.
- 5.3 The contract will operate on a "call-off" basis to provide the services in relation to the activities and deliverables set out in paragraph 4.3, as required.
- 5.4 The DfT Contract Manager will sit within the HS2 Phase 2b Bill and Environment Team, which is a team within the High Speed Rail Group at DfT.
- 5.5 It is expected that the Contractor will work mainly at their own office, but attendance at meetings at DfT (Great Minister House, 33 Horseferry Road, London SW1P 4DR) and Sanctuary Buildings or other HS2 Ltd locations, as well as at Parliament and elsewhere, for the purposes of negotiation support may be required.
- 5.6 Regular contract management meetings will be held between the Contractor and the DfT Contract Manager to review the activities and deliverables and the progress made for each, with further focus on administration, resources and financial matters and to consider any options for improvement in the way in which services are delivered throughout the contract. The location and frequency of these meetings will be determined by the DfT Contract Manager in discussion with the Contractor.
- 5.7 The Contractor will be instructed by DfT and HS2 Ltd from a list of approved individuals that will be agreed with the Contractor. The exact form of the work instruction and the information contained within it will be determined by DfT and HS2 Ltd in discussion with the Contractor.
- 5.8 The Contractor will provide a draft monthly invoice and submit it on a monthly basis in arrears to the DfT Contract Manager (and copied, for resilience purposes, to a second DfT person to be nominated) for approval. This draft invoice will set out the total amount proposed for the invoice and will include narratives giving a detailed breakdown of all the items of work undertaken for which payment is requested.
- 5.9 The narratives will include the following minimum information:

- Date on which the item of work was completed;
  - Name of the individual who has undertaken the item of work;
  - Hourly/daily rate of the individual who has undertaken the item of work unless the work is fixed price;
  - A description of the item of work undertaken, including the name of the individual who provided the instructions and the date on which they were provided;
  - The amount of time taken for each item of work unless the work is fixed price;
  - The cost for each item of work and how it has been calculated;
  - Invoice number
  - Any approved disbursements.
- 5.10 The draft invoice will be sent to the DfT Contract Manager no later than a week following the end of the month to which the invoice relates. The DfT Contract Manager will be responsible for approving the draft invoice, normally within 5 working days, subject to it complying with the requirements set out in paragraph 5.9.
- 5.11 Once the draft invoice has been approved by the DfT Contract Manager, it will be sent by the Contractor to the DfT Shared Services Centre in Swansea (the full delivery address will be provided to the Contractor by the DfT Contract Manager). Invoices are not to be submitted to the DfT Shared Services Centre until they have been approved by the DfT Contract Manager.
- 5.12 The DfT Contract Manager will provide the Contractor with a Purchase Order Number which will be set out on the invoice when it is submitted to the DfT Shared Services Centre for payment.

## **PART B: RESPONSES TO INVITATION TO TENDER**

### **6. Conflicts of Interest**

- 6.1 Tenderers should confirm that they are not aware of any conflicts of interest that would prevent them from delivering the activities, deliverables and milestones outlined in paragraph 4.3 if they are awarded this contract.
- 6.2 A conflict of interest might arise, for example, if Tenderers expect to represent individuals, groups or organisations that intend to petition against the Phase 2a Bill.
- 6.3 If Tenderers think that they may have a conflict of interest, or they are uncertain, they must declare it as part of their tender. Tenderers should explain how they will manage the conflict of interest and also how they will manage any conflicts of interest which may arise during the life of the contract.
- 6.4 **Your response on this matter should be no longer than 1000 words.**

### **7. Security**

- 7.1 Information is a key asset and its proper use is fundamental to the delivery of public services. Therefore, there is a continual need to ensure protection of personal and other sensitive information, such as the terms of the agreements entered into with stakeholders.
- 7.2 Tenderers must demonstrate how, in providing the services required under this contract, they would meet the requirements of the Security Policy Framework (SPF) and Part E of DfT's General Conditions of Contract for Services (which will apply to this contract).
- 7.3 The SPF can be found at:  
  
<https://www.gov.uk/government/publications/security-policy-framework>
- The General Conditions of Contract for Services can be found at:  
  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/657707/general-conditions-of-contract-for-services-over-5-m.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/657707/general-conditions-of-contract-for-services-over-5-m.pdf)
- 7.4 **Your response should be no longer than 500 words.**

### **8. Technical Ability**

- 8.1 DfT requires the services of Roll A Parliamentary Agents, as registered by the Private Bill Office of the House of Commons.

8.2 Tenderers are required to provide a response in relation to each of the following four requirements in their technical ability submission, and these will be evaluated against the assessment criteria given in **Annex A**.

**Your response should be no longer than 1500 words.**

## **I. CORE TEAM**

Please provide details of the lead Client Partner and the Core Team that you propose will provide the services required and explain how that team will deliver the services required immediately on appointment. This should include:

- Details of the grade of each member of the Core Team, including a description of their role and skills linked to the activities, deliverables and milestones outlined in paragraph 4.3 of the Invitation to Tender document;
- A CV for each member of the Core Team (of no more than two pages of A4);
- An organogram which demonstrates clear reporting lines and areas of responsibility;
- Details of the experience and track record of the Core Team on similar legislation or processes;
- Demonstration of an understanding of how public sector and government processes work;
- An explanation of why you consider the resources proposed are sufficient to deliver the contract;
- How you will ensure that staff members with the relevant expertise are allocated to a request for legal advice;
- How you will deal with absence cover and ensure continuity of service should any members of the Core Team leave. If members of the Core Team work on a part-time basis, then you should explain how you will ensure continuity of service during their non-working days; and
- How you will ensure that you have sufficient resources to meet all the anticipated requests for advice throughout the contact, including how you will develop the skills of new/more junior members of the Core Team in relation to working on this type of legislation in the future.

**Your response (excluding CVs) should be no longer than 1500 words.**

## **II. UNDERSTANDING**

Please provide details of your understanding of the services required, and how you have the ability to provide the services in an efficient and cost effective manner and to a high standard. This should include:

- A description of the key activities required to undertake this role;
- A description of the way in which you plan to carry out these activities and how this will ensure the required quality of results; and
- A description of the key risks and issues that you perceive and how you propose to overcome these.

**Your response should be no longer than 1500 words.**

### **III. QUALITY MANAGEMENT**

Please provide details of how you will ensure that you provide a timely and consistently high level of service over the life of the contract. This should include:

- How requests for advice and support will be managed and assigned to the right staff;
- How DfT will be notified of the staff members undertaking the individual items of work;
- How the costs associated with requests for advice and support will be controlled;
- When senior members of staff will undertake activities and when they will be given to more junior members of staff;
- Quality control arrangements to ensure the quality of advice being provided;
- How you will ensure that written material (including advice given to DfT and documents prepared on behalf of DfT for wider readership) will be easily comprehensible, using plain English wherever possible;
- Details of quality management processes and support (including details of a named individual with whom quality issues can be raised);
- Details of administrative or other professional support available to the Core Team; and
- How you will ensure all staff engaged in the delivery of services will have up-to-date knowledge of the current legal framework within which the Bill sits.

**Your response should be no longer than 1500 words.**

### **IV. RELATIONSHIP MANAGEMENT**

Please provide details of how you will make best use of team work and manage the relationship with DfT and other key stakeholders involved in development of the Bill, in particular:

- The HS2 Phase 2b Bill and Environment Team in DfT, which has overall responsibility for managing the Bill and this contract;
- Parliamentary Counsel;
- External Counsel;
- DfT in-house lawyers; and
- HS2 Ltd in-house lawyers and other staff at HS2 Ltd (including the Hybrid Bill Legal Team).

In addition, please describe how communications with potential petitioners will be approached. Your description should include:

- Division of responsibility;
- Identification of key personnel;
- Appropriate methods of communication;
- Proposed petitioner handling approach;
- Escalation process for complaints; and

- Supporting statement or examples of how this communication policy will work in practice.

**Your response should be no longer than 1000 words.**

## **9. Fee Proposal**

- 9.1 **Tenderers are advised that there should be no mention of cost or prices within their technical ability submission.**
- 9.2 Tenderers should submit their fee proposal in a separate document, in the format set out in **Annex B**. Tenderers should put forward a proposed price for carrying out the service, using the preferred mechanisms. For each element of the service, assumptions have been provided and these should be used to inform your proposed pricing. The assumptions have been developed as the best available approximation to what will be required to develop and pass the Phase 2b hybrid Bill.
- 9.3 Should Tenderers consider that DfT's suggested charging mechanism would not in fact offer best value for money on any particular element of the activities and deliverables, Tenderers may, in addition, propose an alternate mechanism, and propose a price based on that mechanism. The alternate mechanism should demonstrate better value for money and Tenderers should explain any additional assumptions made.
- 9.4 If the assumptions provided are insufficient to enable tenderers to put forward prices, either using the preferred mechanism or their own proposal, they should seek further information from DfT during the tender clarification period. DfT will endeavour to provide responses to any such questions.
- 9.5 Where a fixed price is the preferred mechanism, tenderers should identify any important sensitivities that would change this price. Similarly, where a price per sheet or per petitioner is the preferred mechanism, tenderers should state any volume range for which this price applies. For fixed price items, tenderers should also indicate what their rates will be for work that exceeds the volume as set out in the assumptions.
- 9.6 Where the preferred mechanism for charging for an element is daily or hourly rates, the tenderers should estimate the breakdown of hours or days by staff grade (stating the rate for each grade) and state any significant assumptions that support the estimate. Should the volume of work on daily or hourly items exceed that set out in the assumptions the Department for Transport would expect the rates to continue to apply.

- 9.7 Where a member of staff is charged on a day rate for a particular service, no other hours on that day may be levied.
- 9.8 Rates provided within the Pricing Schedule shall be fixed for the duration of the contract, and should be exclusive of VAT. A bulk discount rate would be desirable, with the tenderer reducing their fee based on the high volume of work.
- 9.9 The total tendered prices will be used to conduct the price evaluation, but will not form any firm commitment on either party to order or deliver the services to that indicative total.
- 9.10 Tenderers should respond with their pricing for each row of the pricing scenarios document (Annex B) and submit this in a separate document. No pricing information should be included in the main body of the tender.
- 9.11 It is expected that no charge will be made for telephone calls, faxes, emails, routine photocopying, routine postage (i.e. excluding recorded delivery, mail shots or bulk service of notices, etc.) and secretarial support.
- 9.12 The Department expects to see moderate charges for bulk photocopying (more than 50 pages of A4), colour or plain photocopying and courier services, preferably offered at cost. Invoices are required to clearly state any photocopying and courier charges, and in all instances, Agents should seek paper copies from DfT or HS2 Ltd where practical.
- 9.13 Rates for bulk monochrome and colour photocopying, and couriers which are not included in the tenderer's standard fee rates, are required to be included in the response to Annex B.
- 9.14 It is not anticipated that there will be any significant international element to the advice to be provided under the contract. The Department accordingly expects all international telephone charges (including charges incurred during facsimile transmission) to be included within the proposed hourly rates.
- 9.15 Requests for Travel and Subsistence must be agreed in advance with the DfT Contract Manager before any expenditure is incurred. Travelling expenses should not be charged for journeys within the M25 area.

## **CONFIDENTIALITY AGREEMENT**

- 9.16 Tenders submitted must be accompanied by a signed confidentiality agreement (Annex C).

## **10. Interviews**

- 10.1 As part of the procurement process, members of the evaluation panel may meet Tenderers during the evaluation stage for the purpose of clarifying information provided by bidders. Interviews will be held in Central London on a date to be confirmed by the evaluation panel. DfT will inform Tenderers of questions prior to the interviews.
- 10.3 Scores given for the tenders may be amended by up to 20% in each area as a consequence of clarification provided during the interviews.

## 11. Point of Contact

### 11.1 Procurement Contact:

Name	Jenny Turvey
E-mail	Jenny.turvey@dft.gsi.gov.uk
Address	Great Minster House, 33 Horseferry Road, London, SW1P 4DR

**Tenderers should note that all clarification questions/queries about this procurement must be submitted to DfT via the AWARD portal.**

## ANNEX A: TENDER EVALUATION AND ASSESSMENT CRITERIA

Tenders will be evaluated on both technical ability and price in order to identify the most economically advantageous tender which demonstrates a high degree of value for money, competence, credibility and ability to deliver.

To ensure the relative importance of both criteria is correctly reflected in the overall score, a weighting system has been applied to the evaluation process.

The technical ability evaluation will be weighted at 70% of the final score and the price evaluation will be weighted at 30% of the final score.

A staged evaluation process will be used as detailed in the table below. Tenderers that fail one or all of Stages 1-3 will be excluded from the procurement.

### Tender Evaluation Process

Stage of Evaluation Process	Assessment
Stage 1 - Compliance Check	Pass/Fail
Stage 2 – Conflict of Interest	Pass/Fail
Stage 3 - Security	Pass/Fail
Stage 4 – Quality Evaluation: Technical Ability	Questions <ul style="list-style-type: none"> <li>• Core Team: Weighting:45%</li> <li>• Quality management: Weighting: 20%</li> <li>• Understanding: Weighting:25%</li> <li>• Relationship management: Weighting:10%</li> </ul> <p><b>Score comprises 70% of the final score</b></p>
Stage 5 – Price Evaluation	<b>Score comprises 30% of the final score</b>
Stage 6 – Interviews (will take place at the discretion of the evaluation panel)	Tenderers may be asked questions in order to clarify information provided in their tenders.
Stage 7 - Final Score	The final score will be calculated as follows:

	<p><b>70%</b> is made up of the total for Stage 4</p> <p>Stage 4 scores may be amended by up to 20% as a consequence of clarification provided during the interviews (Stage 6)</p> <p><b>30%</b> is made up of the total for Stage 5</p>
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**Stage 1: Compliance Check**

**Pass/Fail**

Following the receipt of tenders, a preliminary assessment will be undertaken to determine general compliance with the Invitation to Tender document requirements, including but not limited to whether:

- All of the information required as part of the tender has been provided to the appropriate level of detail;
- The tender was submitted on time;
- The tender is in the format specified by the Invitation to Tender document; and
- The Tenderer has complied fully with the requirements of the procurement process set out in the Invitation to Tender document and has not misrepresented any of the information supplied.

If a tender is deemed to be non-compliant, the Tenderer will be excluded from the procurement.

**Stage 2: Conflict of Interest**

**Pass/Fail**

Representatives of DfT’s procurement department, legal advisers, and the evaluation panel (‘the Team’) will meet to discuss any conflicts of interest that have been disclosed by Tenderers. The Team will decide whether the internal management processes and controls that Tenderers have in place are satisfactory.

If the Team agrees that a Tenderer’s internal management processes and controls are insufficient to safeguard against any conflict of interest issues that will have an effect on their ability to deliver the services required under the contract in a timely and effective manner, the Team will make a recommendation to the Director of Procurement in DfT that the Tenderer is excluded from the procurement.

**Stage 3: Security**

**Pass/Fail**

Tenderers must demonstrate how they will meet the relevant mandatory security requirements contained in Section 7 of the Invitation to Tender document. Failure to do so will result in the Tenderer being excluded from the procurement.

#### **Stage 4: Technical Ability Evaluation**

**Tenderers are advised that there should be no mention of cost or prices within their technical ability submission.**

Tenderers' responses to each of the technical ability questions will be scored 0-5. To achieve consistency in scoring, the evaluation panel will use the scoring guidelines below.

<b>Assessment</b>	<b>Score</b>
<b>Unacceptable:</b> <ul style="list-style-type: none"> <li>The response has failed to address the criteria. No response is provided or the response is not relevant to the question</li> </ul>	<b>0</b>
<b>Very Poor:</b> <ul style="list-style-type: none"> <li>The response significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals</li> </ul>	<b>1</b>
<b>Poor:</b> <ul style="list-style-type: none"> <li>The response falls short of achieving the expected standard in a number of identifiable respects</li> </ul>	<b>2</b>
<b>Satisfactory:</b> <ul style="list-style-type: none"> <li>The response meets the requirement in certain material respects and provides certain information which is relevant, but which is lacking or is inconsistent in material respects</li> </ul>	<b>3</b>
<b>Good:</b> <ul style="list-style-type: none"> <li>The response meets the requirement in most material aspects, but is lacking or inconsistent in some minor respects</li> </ul>	<b>4</b>
<b>Very Good:</b> <ul style="list-style-type: none"> <li>The response meets the requirements in all material respects and is extremely likely to deliver the required output/outcome</li> </ul>	<b>5</b>

As there are four technical ability questions with varying weightings, the technical ability questions will be scored 0-5 and then multiplied by 20 to get a score out of 100. The scores will then be multiplied again by their respective weightings.

The individual scores for each question will then be added together to give a score out of 100. This will then be multiplied by the technical ability weighting (70%) to give an overall score for this part of the evaluation.

The minimum requirement for this procurement is to receive a minimum mark of 2 within each category, and a threshold of 35 (50% threshold for quality) out of the 70 available technical ability marks.

Tenders that fail to achieve at least a two in every category, or reach the minimum technical ability quality threshold (of 50%) will not be considered further in the evaluation.

### **Stage 5: Price Evaluation**

See Annex B

### **Stage 6: Interviews**

Please refer to Section 10 of the Invitation to Tender document.

### **Stage 7: Final Score**

70% of the final score is made up of the total of Stage 4 (Quality Evaluation). 30% of the final score is made up from Stage 5 (Price Evaluation).

DfT is under no obligation to select the lowest bid or any bid received in connection with this procurement.

## ANNEX B: PRICING SCENARIOS

The table below sets out the pricing scenarios as described in section 9. Should the tenderer consider that DfT's proposed charging mechanism would not in fact offer best value on any particular element of the services, tenderers may, in addition, propose an alternate mechanism, and a price based on that mechanism. They should show any additional assumptions made. Their alternate mechanism should demonstrate better value for money.

All assumptions do not include Additional Provisions (APs), nor the House of Lords stage, however it is expected that work will be carried out at similar rates and pricing mechanisms, unless otherwise agreed.

Actual work volumes may be different from those stated below.

The lowest priced tender will be given a score of 100. The score of the other Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price. The scores will then be multiplied by 70% to give an overall score for this part of the price evaluation.

	Description	Preferred pricing method	Core Team	Resource Estimate (hours)	£ / hour	Fee	Pricing assumptions
1.1	Preparation of instructions for Bill clauses	Fixed price					1.90% of clauses do not need to change significantly compared with those in the Phase 2a hybrid Bill; 5% do need to be changed; 5% new content. 2.Work starts in Feb 2018 and is complete by Sept 2019. 3.Given the close relationship with the Phase 2a hybrid Bill an abbreviated, efficient form of instructions could be agreed beforehand with Parliamentary Counsel. 4.Includes schedules to the Bill which are largely text such as Schedules 2, 9 and 16 of the Phase 2a Bill. 5.Excludes Protective Provisions Schedules (see below).

1.2	Preparation of detailed Bill schedules	Fixed price				<p>1. Volume of schedules: 32</p> <p>2. Work programme as per 1.1</p> <p>3. Includes the detailed schedules such as works, land being acquired, schedules identifying particular properties to which certain provisions apply</p> <p>4. Excludes Protective Provisions schedules</p>
1.3	Preparation of, and assurance of, Parliamentary plans and sections	Price per sheet, may be banded based on actual sheet volumes				Assume 330 plans and 400 sections are required.
1.4	Preparation of and drafting of Bill protective	Fixed price for schedules with				1. Schedules will be similar in scale to the Phase One Act. Tenderers to use their experience in negotiating similar agreements to estimate the workload required in developing similar schedules which may be

	provisions schedules	undertakers in the same categories.					very similar to those in the Phase 2a Bill. Assumptions should be stated.
		Hourly rate for schedules with undertakers in different categories to those in the Phase One Bill					2.Hourly rate for schedules in new categories should be based on 50 hours work.
1.5	Drafting protective provisions agreements	Hourly rate					Hourly rate for agreements should be based on 200 hours work.
1.6	Provision of advice on the preparation of the Environmental Statement	Hourly rate					Hourly rate should be based on 800 hours work.
1.7	Provision of advice on other topics as set out in Section 4, Milestone 1	Hourly rate					1.Includes attendance at meetings that are part of regular governance and project management activity, as required. 2.Hourly rate should be based on 750 hours work.

1.8	Preparation of newspaper notices for Bill Deposit	Hourly rate				<p>1.Hourly rate should be based on 200 hours work.</p> <p>2.Media buying will be done by DfT.</p>
2.1	Compliance with Standing Orders	Fixed price				<p>1.Direction of evidence gathering.</p> <p>2.Preparation of proofs.</p> <p>3.Presentation of evidence to Examiners and Standing Orders Committee.</p>

							4.Bill deposit only.
2.2	Advice in preparation for 2 <sup>nd</sup> Reading including on drafting motions to commit the Bill, to instruct the Committee, etc. at Second Reading; Review of relevant ministerial briefing, etc.	Daily rate					Assume 5 days.
2.3	Other advice, including planning for post 2 <sup>nd</sup> Reading, attendance at meetings	Hourly rate					Hourly rate should be based on 160 hours work.
3.1	Attendance at Select Committee	Daily rate					363 Days of hearings.

3.2	Programme Management of Select Committee	Fixed Price					363 days of hearings, see petitioner number and type assumptions below.
3.3	Review of Information Papers (this activity will take place during all stages but is	Hourly rate					Hourly rate should be based on 75 hours work.

	summarised here)						
3.4	Advice on petition management, attendance at conferences to consider negotiations, negotiation of assurances and undertakings	Price per petitioner, one price for individuals or groups of individuals (families or residents groups, for example); one price for NGOs / interest groups and one price for corporate					1. Assume 1220 petitioners in total





## ANNEX C: CONFIDENTIALITY AGREEMENT

### BACKGROUND

- A. The parties are discussing potential service requirements and service solutions and that the Department for Transport is willing to disclose to the Receiving Party certain information for the purpose of enabling such other party to enter into such discussions ("**Permitted Purpose**").
- B. The Department for Transport wishes to ensure that the information it discloses for the Permitted Purpose remains confidential and is not used by the Disclosing Party for any reason other than the Permitted Purpose ("**Disclosing Party**").

### DEFINITIONS AND INTERPRETATION

In this Agreement (unless the context otherwise requires) the following words and phrases shall have the following meanings:

**"Agreement"** means this agreement and any document referred to, completed or to be completed in accordance with its provisions.

**"Confidential Information"** means all information disclosed (whether in writing, orally or by other means and whether directly or indirectly) by the Disclosing Party before, on or after execution of this Agreement to the Receiving Party including, but not limited to information relating to the Disclosing Party's operations, plans or intentions, price or product information, intellectual property, personal data and any other information of a confidential nature, whether marked as being confidential or not.

**"Disclosing Party"** means the party disclosing any Confidential Information to the Receiving Party.

**"Receiving Party"** means the party receiving any Confidential Information from the Disclosing Party.

I/we agree:

1. To keep the Confidential Information secure and the documents made available to me for the purpose performing the services are classified "Commercial in Confidence", and I confirm that none of these documents nor their contents will or have been released, disclosed or divulged by me, or on my behalf, to any third party without the relevant authorisation to receive them by the Department for Transport.
2. I understand that the release or disclosure of such material to a third party without such authorisation will be in breach of its obligations set out in this Agreement and under the terms of which the Disclosing Party shall, (in accordance with the Contracts (Rights of Third Parties) Act 1999), be entitled to enforce any breaches of confidentiality.

Signature:.....Name.....

Position / Organisation:.....

Date:.....

