



Department
for Transport

Invitation to Tender

DfT Contract Reference: PPRO 04/055/0130:1

Parliamentary Agents for HS2 Phase One (London-West Midlands)

29 November 2017

Contents

PART A: REQUIREMENTS.....	3
1. Introduction.....	3
2. Background to the Requirement	3
3. Procurement Timetable	4
4. Requirements and Deliverables	5
5. Contract Value, Term, Management and Invoices.....	7
PART B: RESPONSES TO INVITATION TO TENDER.....	9
6. Conflicts of Interest.....	9
7. Security	9
8. Technical Ability Submission	9
9. Fee Proposal	12
10. Interviews.....	14
11. Point of Contact	14
ANNEX A: TENDER EVALUATION AND ASSESSMENT CRITERIA	15
ANNEX B: TEMPLATE FOR FEE PROPOSAL	21
ANNEX C: CONFIDENTIALITY AGREEMENT.....	24

PART A: REQUIREMENTS

1. Introduction

- 1.1 The Department for Transport (DfT) invites tenders from Roll A Parliamentary Agents to support the implementation of the High Speed Rail (London-West Midlands) Act 2017 and the delivery of HS2 Phase One. This contract will be awarded under the Department for Transport's General conditions of contract for services which can be found attached and at the following link: <https://www.gov.uk/government/publications/general-conditions-of-contract-for-services>.

2. Background to the Requirement

- 2.1 HS2 Phase One is a new high speed railway from London to the West Midlands. It is the first phase of HS2. HS2 Phase 2a will run from the West Midlands to Crewe, with HS2 Phase 2b continuing the railway to Manchester and Leeds.
- 2.2 The High Speed Rail (London-West Midlands) Act 2017 ("the Act") received Royal Assent on 23 February 2017. On 24 February 2017, High Speed Two (HS2) Limited (commonly referred to as "HS2 Ltd") was appointed by the Secretary of State for Transport ("the Secretary of State") as the 'nominated undertaker' for HS2 Phase One and as such is responsible for delivering this stage of the HS2 project.
- 2.3 Initial construction work for HS2 Phase One has now commenced, with site clearances, ground investigations and flora and fauna surveys being carried out. The first requests for approval under Schedule 17 to the Act are being submitted to the relevant local planning authorities. The Main Works Civils Contracts were awarded in July 2017.
- 2.4 Although the Act has received Royal Assent, DfT continues to require Roll A Parliamentary Agent support to enable the completion of a number of activities which are essential for the successful implementation of the Act. These include the completion of a number of outstanding complex agreements with stakeholders, monitoring compliance with nearly 4,500 Undertakings & Assurances ("U&As") that were entered into by the Secretary of State with those affected by the scheme, and ensuring that the numerous 'post Royal Assent activities' required by the Act are successfully completed in a timely and effective manner.
- 2.5 Tenderers should note that in the next few months DfT will be launching a procurement for Roll A Parliamentary Agents to provide advice and support in relation to the HS2 Phase 2b hybrid Bill, which is expected to be deposited in Parliament in 2019.

3. Procurement Timetable

Stage	Date
Invitation to Tender issued	Wednesday 29 November 2017
Total clarification period	Wednesday 29 November 2017 – Wednesday 20 December 2017
Tender clarification questions deadline and deadline for registering on the AWARD portal	Wednesday 13 December 2017 (17:00)
DfT response to clarification questions deadline	Wednesday 20 December 2017
Invitation to Tender response deadline	Friday 5 January 2018 (17:00)
Tender evaluation period (including interviews)	Monday 8 January 2018 – Wednesday 24 January 2018
Interviews	On a date TBC during the evaluation period
Cabinet Office approval to award	Thursday 25 January 2018 – Thursday 1 February 2018
Intention to award contract	Friday 2 February 2018
Standstill period	Monday 5 February 2018 – Monday 19 February 2018
Contract award and commencement	Tuesday 20 February 2018
Introductory meeting with DfT Contract Manager	Thursday 22 February 2018
Handover period with current supplier	Tuesday 20 February 2018 – Friday 30 March 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 issued access to the AWARD portal to the 'point of contact' supplied by each Tenderer in response to the Expression of Interest email sent by DfT to all Roll A Parliamentary Agent firms (as specified on the UK Parliament website) in August 2017. Tenderers must ensure that the nominated point of contact is accurate at all times, as DfT will not be under any obligation to contact any other individual. However if you require the point of contact to be amended or need to register for access to the AWARD portal please email Amaan Hardoyal (Amaan.hardoyal@dft.gsi.gov.uk) with your named single point of contact and

their respective 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 **17:00 on Wednesday 13 December 2017**.
- 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 and all correspondence will go through the AWARD portal.

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 One is one of the government's flagship projects and the right legal and commercial skills, expertise and experience of Roll A Parliamentary Agents will be essential to ensure the successful implementation of the Act and delivery of HS2 Phase One. 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 work of the Roll A Parliamentary Agents will include:
- Completion of the outstanding complex agreements with stakeholders entered into by the Secretary of State during the HS2 Phase One Act's parliamentary process and extending or re-negotiating existing agreements;
 - Provision of advice on the interpretation, application and closure of the HS2 Phase One U&As, and in relation to any actual or alleged breaches of the U&As;
 - Provision of advice and support in the event of legal challenges relating to the HS2 Phase One U&As or the exercise of powers under the Act;

- Provision of advice (as per the requirement or as requested) on the implementation of the Act powers and the delivery of the numerous post Royal Assent activities required by the Act, including obtaining and registering restrictive and environmental covenants;
- Provision of general advice on planning and environmental law; and
- Creation of ongoing records on outstanding agreements that will be regularly updated throughout the life of the contract (and provided to DfT if requested), in readiness for handover to a future supplier when the contract is next reviewed.

ACTIVITIES AND DELIVERABLES

4.3 The Roll A Parliamentary Agents will be required to work to the following key deliverables:

- a) Completion of the outstanding complex agreements with stakeholders entered into by the Secretary of State during the Act's parliamentary process;
- b) Extending or re-negotiating existing complex agreements with stakeholders, as required;
- c) Provision of advice on the interpretation, application and closure of the HS2 Phase One U&As, as required, in order to prevent any breaches of the HS2 Phase One U&As;
- d) Attendance at meetings of the Undertakings & Assurances Compliance Committee, which meets about once a month for two hours, as required;
- e) Provision of advice in relation to any actual or alleged breaches of the HS2 Phase One U&As, as required;
- f) Provision of advice and support in the event of a legal challenge relating to the HS2 Phase One U&As, working with DfT Legal Advisors and/or the Government Legal Department Litigation Team, as appropriate;
- g) Provision of advice and support in the event of a legal challenge relating to the exercise of powers under the Act, working with DfT Legal Advisors and/or the Government Legal Department Litigation Team, as appropriate;
- h) Provision of advice (as per the requirement or as requested) on the implementation of the Act powers (in particular the application of the planning and private law elements) and the delivery of the numerous post Royal Assent activities required by the Act, as required;
- i) Obtaining and registering restrictive covenants, as required;
- j) Obtaining and registering environmental covenants, as required;
- k) Provision of advice on planning and environmental law, as required;
- l) Preparation and production of documentation for DfT/HS2 Ltd delivery teams, as required;
- m) Creation of ongoing records on outstanding agreements that will be regularly updated throughout the life of the contract (and provided to DfT if requested), in readiness for handover to a future supplier when the contract is next reviewed; and
- n) General project management, as required.

4.4 At the start of the contract, the supplier will be provided with handover notes prepared by the current supplier on all agreements. These notes will contain

sufficient background and references to relevant source information (which will have been filed with DfT) to enable the supplier to establish:

- The nature of the decisions taken which resulted in agreements being reached;
- The nature of any obligations falling to DfT/the Secretary of State resulting from these agreements and the related timeframe regarding these obligations; and
- Sufficient background on the parties' respective positions to enable future decisions to properly consider the impacts on all parties to the agreements, should circumstances change.

4.5 The nature and scale of the work required under this contract is difficult to predict. There may be periods of significant activity and there may be periods of no activity. The activities and deliverables required will likely need to be delivered by a number of individuals of different levels of seniority. The number of people required is likely to drop once the outstanding agreements have been completed and there may be periods later in the contract when little or no support is required.

5. Contract Value, Term, Management and Invoices

5.1 It is currently expected that the maximum value for this contract will be £850,000.

5.2 The contract term will initially be 3 years, with an option to extend for 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 One Act Powers and Environment Team, which is a team within the High Speed Rail Group at DfT.

5.5 It is expected that the supplier will work mainly at their own office, but attendance at meetings at DfT (Great Minister House, 33 Horseferry Road, London SW1P 4DR) may be required.

5.6 Regular contract management meetings will be held between the supplier 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. The location and frequency of these meetings will be determined by the DfT Contract Manager in discussion with the supplier.

5.7 The supplier will be instructed by the DfT Contract Manager through a written work instruction. The exact form of the work instruction and the information contained within it will be determined by the DfT Contract Manager in discussion with the supplier.

- 5.8 The supplier 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;
 - 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;
 - The cost for each item of work;
 - Any recoverable expenses; and
 - 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 supplier to the DfT Shared Services Centre in Swansea (the full delivery address will be provided to the supplier 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 supplier 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 and deliverables outlined in paragraph 4.3 if they are awarded this contract.
- 6.2 A conflict of interest might arise, for example, if Tenderers have represented individuals, groups or organisations that petitioned against the Act or represented a party other than DfT in the drawing up of agreements in relation to HS2 Phase One.
- 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 should be no longer than 1000 words in length**

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/publications/general-conditions-of-contract-for-services>
- 7.4 **Your response should no longer than 500 words in length**

8. Technical Ability Submission

- 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 to the following six questions in their technical ability submission, and these will be evaluated against the assessment criteria given in **Annex A**.

I. EXPERIENCE

Please provide details of the experience that you have of providing Roll A Parliamentary Agent services for a major Government project.

Your response should be no longer than 1000 words in length

II. 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 and deliverables 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 1000 words in length

III. 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 1000 words in length

IV. 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 Act sits.

Your response should be no longer than 1000 words in length

V. 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 the implementation of the Act and the delivery of HS2 Phase One, in particular:

- The HS2 Phase One Act Powers and Environment Team in DfT, which has overall responsibility for the successful implementation of the Act powers, compliance with the HS2 Phase One U&As, and planning and environmental policy in relation to HS2 Phase One;
- The HS2 Phase One Sponsor Team in DfT, which is responsible for the overall sponsorship of HS2 Phase One;
- DfT in-house lawyers; and
- HS2 Ltd in-house lawyers and other staff at HS2 Ltd (including the Hybrid Bill Legal Team and Interface Teams within the Phase One Construction Directorate);

Please provide details of your proposed approach for managing relationships with the parties to the outstanding agreements. This should include:

- Division of responsibility;
- Identification of key personnel;
- Appropriate methods of communication;
- Proposed handling approach for parties to the outstanding agreements;
- Escalation process for complaints; and
- Examples of how this approach will work in practice.

Your response should be no longer than 1000 words in length

VI. STAFF RETENTION

Please provide your staff retention rate as a percentage for the 2016/2017 financial year (or your most recent available figure). Your response should only be based on the category and grade of staff involved in the provision of services relevant to this contract.

Please also describe your plans to expand capability over the length of the contract to ensure resilience in the provision of services.

Your response should be no longer than 500 words in length

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**.
- 9.3 The charging mechanism for this contract will be an hourly rate, until an individual accrues over 8 hours of work in a single day. At this point DfT should be invoiced at the daily rate provided.
- 9.4 During the life of the contract, DfT may look to agree fixed prices for certain tasks with the supplier.
- 9.5 Tenderers are required to provide a response to the following five questions in their fee proposal, and these will be evaluated against the assessment criteria given in **Annex A**.

I. RATES

Tenderers should provide the hourly and daily rates of each grade of staff in their Core Team and explain how these will give DfT value for money.

Your response should be no longer than 500 words in length

II. FIXED PRICE SCENARIOS

Tenderers should explain their methodology for providing DfT with a fixed price for the two example scenarios.

Your response should be no longer than 1000 words in length

III. VOLUME BASED DISCOUNTS

Tenderers should state any volume based discounts that they would be able to offer DfT.

Your response should be no longer than 500 words in length

IV. RATES FOR BUILT PHOTOCOPYING AND BINDING

Tenderers should provide their rates for bulk photocopying (more than 50 pages of A4) and binding.

V. COURIER RATES

Tenderers should provide their courier rates.

- 9.6 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.
- 9.7 Rates provided in the fee proposal shall be fixed for the first two years of the contract, and should be exclusive of VAT. Price uplifts for future years will be limited to a maximum of 95% of the Average Earnings Index (AEI) relating to that particular year. All requests for uplifts should be made in writing to the DfT Contract Manager.
- 9.8 Any variations to the scope of the contract which impacts on costs must be approved in writing by the DfT Contract Manager.
- 9.9 Requests for Travel and Subsistence must be agreed in advance with the DfT Contract Manager before any expenditure is incurred.
- 9.10 It is expected that no additional 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.

- 9.11 DfT 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.
- 9.12 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 fee proposal.
- 9.13 It is not anticipated that there will be any, or any significant, international element to the advice to be provided under the contract. Accordingly, DfT expects all international telephone charges (including charges incurred during facsimile transmission) to be included within the proposed hourly rates.

TRAVELLING

- 9.14 Travelling expenses should not be charged for journeys within the M25 area.

CONFIDENTIALITY AGREEMENT

- 9.15 Tenders 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. Interviews shall be held in Central London on a date to be confirmed by the evaluation panel.
- 10.2 The interviews will seek to ensure a more detailed understanding of the tenders. They will also cover any issues that may arise from the evaluation stage. DfT will inform Tenderers of questions concerning these issues prior to the interviews.
- 10.3 Scores given for the tenders may be amended by up to 20% as a consequence of clarification provided during the interviews.

11. Point of Contact

11.1 Procurement Contact:

Name	Amaan Hardoyal
E-mail	amaan.hardoyal@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	<p><u>Questions</u></p> <ul style="list-style-type: none"> • Experience: 30% • Core Team: 25% • Understanding: 20% • Quality Management: 15% • Relationship Management: 5% • Staff Retention: 5% <p>Score comprises 70% of the final score</p>
Stage 5 – Price Evaluation	<p><u>Questions</u></p> <ul style="list-style-type: none"> • Rates: 70% • Fixed Price Scenarios: 30% <p>Score comprises 30% of the final score</p>
Stage 6 – Interviews (will take place at the discretion of the evaluation panel)	Tenderers will be asked questions in order to clarify their tenders.

<p>Stage 7 - Final Score</p>	<p>The final score will be calculated as follows:</p> <p>70% 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>30% is made up of the total for Stage 5</p>

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 Corporate 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.

Assessment	Score
<p>Unacceptable:</p> <ul style="list-style-type: none"> The response has failed to address the criteria. No response is provided or the response is not relevant to the question Under 70% staff retention rate 	0
<p>Very Poor:</p> <ul style="list-style-type: none"> The response significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals 70% - 74.9% staff retention rate 	1
<p>Poor:</p> <ul style="list-style-type: none"> The response falls short of achieving the expected standard in a number of identifiable respects 75% - 79.9% staff retention rate. 	2
<p>Satisfactory:</p> <ul style="list-style-type: none"> 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 80% - 84.9% staff retention 	3
<p>Good:</p> <ul style="list-style-type: none"> The response meets the requirement in most material aspects, but is lacking or inconsistent in some minor respects 85% - 89.9% staff retention rate. 	4

<p>Very Good:</p> <ul style="list-style-type: none"> • The response meets the requirements in all material respects and is extremely likely to deliver the required output/outcome • 90% and above staff retention rate. 	5
---	----------

As there are six 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 reach a threshold of 35 (50% threshold for quality) out of the 70 available technical ability marks.

Tenders that fail to achieve the minimum technical ability quality threshold (of 50%) will not be considered further in the evaluation.

Technical Ability Evaluation Example

Quality Evaluation: Technical Ability Weighting (per question)	Scores (0-5)		Overall weighted scores		Overall Technical Ability Score
	Bidder 1	Out of 100	Weighting	Score	
30%	4 x 20	80	80 x 30%	24	68 x 70% = 47.6 (Pass mark is a score of 35)
25%	3 x 20	60	60 x 25%	15	
20%	3 x 20	60	60 x 20%	12	
15%	4 x 20	80	80 x 15%	12	
5%	2 x 20	40	40 x 5%	2	
5%	3 x 20	60	60 x 5%	3	
Total				68/100	

Stage 5: Price Evaluation

Question 1

The daily and hourly rates provided by Tenderers in response to Question 1 will be evaluated against other Tenderers.

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.

Question 2

The methodology provided by the Tenderers in response to Question 2 will be evaluated on the level of transparency, detail and savings provided.

Tenderers' responses to this question will be scored 0-5. To achieve consistency in scoring, the evaluation panel will use the scoring guidelines below:

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

output/outcome	
----------------	--

Responses will be scored 0-5 and then multiplied by 20 to achieve a score out of 100.

This score will then be multiplied by 30% to give an overall score for this part of the price evaluation.

The score for Question 1 will be added to the score for Question 2 to get a total score for the price evaluation. This will be worth 30% of the total evaluation score.

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: TEMPLATE FOR FEE PROPOSAL

Tenderers' fee proposals should be submitted separately from their technical ability submission in the following format:

Question 1: Rates

Tenderers should provide their hourly and daily rates in the format set out below.

A. Hourly Rates

Staff grade	Rate (Hourly £)
<i>Roll A Parliamentary Agent/Partner</i>	
<i>Senior Associate</i>	
<i>Parliamentary Clerk</i>	
<i>Associate</i>	
<i>Trainee/Paralegal</i>	

B. Daily Rates

Staff grade	Rate (Daily £) Based on an 8 hour day
<i>Roll A Parliamentary Agent/Partner</i>	
<i>Senior Associate</i>	
<i>Parliamentary Clerk</i>	
<i>Associate</i>	
<i>Trainee/Paralegal</i>	

C. Please provide details of how the hourly/daily rates outlined in the tables above provide value for money for DfT (including an explanation of any discounts provided)

Your response to Section C should be no longer than 500 words in length

Question 2: Fixed Price Scenarios

During the life of the contract, DfT may look to agree fixed prices for certain tasks with the supplier.

DfT has produced the scenarios below to allow Tenderers to explain their methodology for providing DfT with a fixed price for certain tasks. Methodologies will be evaluated on the level of transparency, detail and savings provided.

The assumptions stated are to allow for the fair comparison of the methodologies provided. Actual work volumes may be different to those stated.

Scenario A: Completion of a new agreement

The following assumptions are made:

- DfT is entering into an agreement with a large national corporation, which is represented by a large, multinational law firm.
- The agreement covers 10 complex issues.
- The issues include land access rights, protection of assets, payment of compensation and the means by which DfT will regularly engage with the corporation.
- It takes Parliamentary Agents 40 hours to draft the initial agreement and make the amendments required by the parties.
- Parliamentary Agents are required to attend 6 meetings with DfT and representatives from the corporation. Each meeting lasts 1 hour 30 minutes.
- Parliamentary Agents are required to provide legal advice to DfT through 3 telephone conferences. Each telephone conference lasts 30 minutes.
- It takes Parliamentary Agents 1 hour in total to respond to minor queries from DfT by email.
- Parliamentary Agents spend 2 hours in total liaising by email and phone with the lawyers for the corporation.
- Parliamentary Agents prepare 2 engrossments of the finalised agreement.

Scenario B: Variation to an existing agreement

The following assumptions are made:

- The other party is a small business, which is represented by a local law firm
- Part of the business' car park will be used as a lorry park for HS2 construction vehicles. The business wants a different part of the car park than that originally specified in the agreement to be used.
- It takes Parliamentary Agents 6 hours to draft the necessary amendments to the agreement.
- Parliamentary Agents are required to attend 1 meeting with DfT and representatives from the business. This meeting lasts 2 hours.
- Parliamentary Agents are required to provide legal advice to DfT by phone and email. This takes 2 hours in total.
- Parliamentary Agents spend 1 hour liaising by email and phone with the business' lawyers.
- Parliamentary Agents prepare 2 engrossments of the amended agreement.

Your response should be no longer than 1000 words in length

Question 3: Volume Based Discounts

Tenderers should state any volume based discounts that they would be able to offer DfT.

Your response should be no longer than 500 words in length

Question 4: Rates for bulk photocopying and binding

Tenderers should provide their rates for bulk photocopying (more than 50 pages of A4) and binding.

Question 5: Courier rates

Tenderers should provide their courier rates.

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:.....