

Highways England Company Limited

Integration Partner

Volume 0

Instructions for Tenderers

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1. Summary of the Project

1.1 Project description

- 1.1.1 The Lower Thames Crossing is a proposed new high quality dual carriageway connecting Kent, Thurrock, and Essex through a tunnel beneath the River Thames. The Project will provide over 90% additional capacity across the River Thames, east of London.
- 1.1.2 On the south side of the River Thames, the new road will link the tunnel to the A2 and M2 in Kent. On the north side, it will link to the A13 and junction 29 of the M25 in the London Borough of Havering.
- 1.1.3 This Project is being developed as part of the Government's £25 billion Road Investment Strategy (RIS 2). It is the largest single road investment project in the UK since the M25 was completed more than 30 years ago. The crossing under the River Thames will be the longest road tunnel in the country. At 16 metres in diameter, it will be one of the largest bored tunnels in the world.

Figure 1- LTC route



- 1.1.4 The Lower Thames Crossing will comprise:
 - (a) approximately 14.3 miles (23km) of new motorway connecting the tunnel to the existing road network from the A2/M2 to the M25;
 - (b) three lanes in both directions for most of the route with a maximum speed limit of 70 mph;
 - (c) improvements to the M25, A2 and A13, where the Lower Thames Crossing connects to the roads network;
 - (d) new structures and changes to existing roads (including bridges, buildings, tunnel entrances, viaducts, and utilities such as electricity pylons) along the length of the new road;
-

- (e) two 2.6 mile (4km) tunnels, one for southbound traffic, one for northbound traffic crossing beneath the river; and
- (f) a free-flow charging system, using remote pay, similar to that at the Dartford Crossing.

1.1.5 The estimated cost of the Project is between £6.2 billion and £8.2 billion and there is a public commitment to open it to traffic by the end of 2027.

1.2 Development Consent Order (DCO)

1.2.1 The Project is a nationally significant infrastructure project and as such needs a DCO before starting construction.

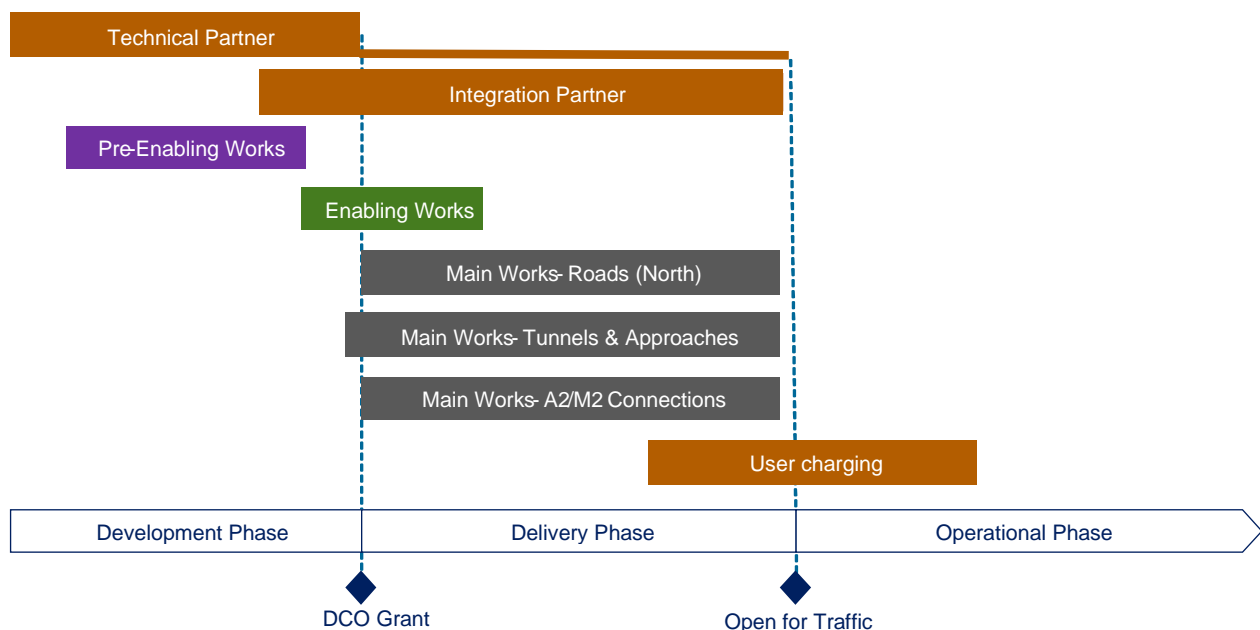
1.2.2 The DCO combines a grant of planning permission with a range of other separate consents required for the delivery and operation of the Project.

1.3 Packaging Strategy for the Project

1.3.1 The Project is made up of several packages that cover the development phase of the Project through to completion and operation.

1.3.2 Each package carries out specific activities integral to the success of the project. Figure 2 below shows these packages and the high-level chronological relationship between each one at different stages of the Project.

Figure 2 Project delivery packages



1.3.3 The packaging strategy for the Project sets out the six separate packages required for providing a single, efficient, high availability asset ready for operation upon completion of the delivery phase. These packages will remain integrated throughout procurement and delivery. These packages are:

- (a) Roads North - from the M25 to Tilbury Loop;

- (b) Tunnels & Approaches – between Tilbury Loop and Thong Lane;
- (c) A2/M2 Connections
- (d) enabling works;
- (e) pre-enabling works; and
- (f) Provision for a systemwide approach to Intelligent Transportation Systems (ITS)

1.3.4 These six packages are intended to be delivered using principally the contracts listed at paragraphs 1.4, 1.5 and 1.6.

1.4 Project Contracts

1.4.1 The Project Contracts are:

- (a) Roads North;
- (b) Roads South – A2/M2 connections; and
- (c) Tunnels & Approaches.

1.5 Service Contracts

1.5.1 The principal service contracts are:

- (a) Technical Partner;
- (b) Integration Partner; and
- (c) Commercial Partner.

1.6 Technology Contracts

1.6.1 The principal technology contracts are:

- (a) user charging operational contract; and
- (b) ITS (technology integration with the Authority's systems and bulk technology purchases).

2. The Integration Partner Role

2.1 Context and Aims for the Integration Partner

2.1.1 The Integration Partner role is critical to the success of the Project. The key objectives for the Project as agreed with the Department for Transport are to:

- (a) support sustainable local development and regional economic growth in the medium to long term;
 - (b) be affordable to government and users;
-

- (c) achieve value for money;
 - (d) minimise adverse impacts on health and the environment;
 - (e) relieve the congested Dartford Crossing and approach roads, and improve their performance by providing free flowing, north south capacity;
 - (f) improve resilience of the Thames crossing and the major network; and
 - (g) improve safety.
- 2.1.2 The Integration Partner will be responsible for the delivery of key functions within the Integrated Client Team (ICT).
- 2.1.3 The Integration Partner will act as the integrator between the Project Contracts and will be the catalyst for collaboration across the Project to ensure the Authority's objectives for time, cost and quality are met.
- 2.1.4 The Integration Partner will support the Authority in leading delivery of the Project and leave a legacy of an organisational model with processes, procedures and systems that the Authority owns and can use on future projects. As part of this legacy the Integration Partner is required to help develop the capability and competence of the Authority in relation to aspects of the Project relevant to future projects the Authority may undertake.
- 2.1.5 The Integration Partner will need to bring diverse and multiple capabilities to create a strong support function to the Authority in connection with the Project including program and portfolio management, stakeholder management and risk management.

2.2 Summary of Integration Partner Role

- 2.2.1 The Integration Partner's role will cover the following stages of the Project by providing services at programme and package level for the:
- (a) preparation for the delivery phase of the Project;
 - (b) mobilisation of the three Project Contracts;
 - (c) optimised contractor involvement (OCI) phase and detailed design phases of the Project Contracts;
 - (d) delivery phases set out in Table 1; and
 - (e) commissioning of the Project.
- 2.2.2 The Integration Partner will develop specific project systems for the Project and embed and fully integrate these with the systems which the Authority is implementing as part of its project management office / integrated project controls / finance suite of controls.
- 2.2.3 The Integration Partner will provide some of the core leadership within the Integrated Client Team.
- 2.2.4 The Integration Partner will provide the following services in connection with the Project and the Project Contracts:
-

- (a) IT systems, data management & facilities management;
- (b) HSSW;
- (c) communications & stakeholder management;
- (d) integrated project controls/project management office;
- (e) legacy and benefits;
- (f) people and organisational management;
- (g) quality management;
- (h) design management & assurance;
- (i) project integrator;
- (j) consents management and discharge;
- (k) land management;
- (l) environmental & sustainability management;
- (m) early works coordination
- (n) utilities management & third-party agreements support;
- (o) project management;
- (p) construction delivery/interface management;
- (q) risk and opportunity management;
- (r) commercial & contract management;
- (s) testing & commissioning; and
- (t) handover to operations.

2.3 Key features of the Contract

2.3.1 Key features of the Contract include:

- (a) The Integration Partner will manage and support the Project Contracts and Ancillary Contracts.
- (b) There will be a core 8-year period during which work can be instructed, with a subsequent optional extension period of 1 year +1 year instructed during the core period which may include providing support to the Authority's operations directorate during initial operation of the Project.
- (c) The Contract will be based on an amended NEC4 Professional Services Contract (January 2019), with various bespoke payment and performance incentivisation's as described below.

- (d) The Integration Services will be instructed in six Phases, being the Mobilisation Phase (Phase M) and five Delivery Phases (Phases 1 to 5) as set out in Table 1 below:

Table 1 – The Integration Services

Service Type	Description	Pricing basis	Payment Basis
Mobilisation Activities (Phase M)	<p>An initial 120 working day package during which the Project Information System is provided by the Integration Partner, service plans are developed and submitted for acceptance and the Mobilisation Activities set out within the Scope are delivered.</p> <p>The Mobilisation Activities include some Systems & Processes and Core Services.</p>	Baseline Price Estimate comprising resources required to deliver the Mobilisation Activities at the Staff Rates, and Lump Sum for initial provision and configuration of the Project Information System	Time Charge (with resource cap and time bar) and Lump Sum plus profit determined by performance against incentivisation KPIs.
Systems & Processes (Phases M and 1 to 5)	<p>These are the systems and processes that will underpin the delivery of the Project and are made up of the Authority's mandated systems and Integration Partner specific systems which when combined and configured create the Project Information System along with hardware and network connectivity requirements.</p> <p>There will be five phase specific Task Orders for Systems and Processes.</p>	Lump Sum Baseline Price Estimate comprising the systems costs, hardware and network costs and any resources required to maintain or configure the systems	Lump Sum plus profit determined by performance against incentivisation KPIs.
Core Services (Phases M and 1 to 5)	<p>These are services that will be required for the length of the 8-year term and will be subject to limited change through the five Delivery Phases. An example of this would be the project management office.</p> <p>There will be five phase specific Task Orders for the Core Services.</p>	Baseline Price Estimate comprising the resources required to deliver the Services at the Staff Rates.	Target Cost comprised of Time Charge plus profit determined by performance against incentivisation KPIs.

Service Type	Description	Pricing basis	Payment Basis
Phase Specific Services (Phases 1 to 5)	These are services that will be subject to change through each of the five Delivery Phases, such as Construction Delivery and Interface Management. There will be five Delivery Phase specific Task Orders for the Phase Specific Services.	Baseline Price Estimate comprising the resources required to deliver the Services at the Staff Rates.	Target Cost comprised of Time Charge plus profit determined by performance against incentivisation KPIs.
Optional Services (Phases M and 1 to 5, as required)	Optional services which may include providing seconded individuals to fulfil the Authority's roles under the Project Contracts. Any Optional Services required are instructed by Task Order.	As set out in Task Order Request.	As set out in Task Order Request.

- (e) The Mobilisation Activities and each Task Order will be paid on the basis of Time Charges or a Lump Sum. Although the Mobilisation Activities are paid on a Time Charge basis there is a resource limit (expressed in person-days) and Time Charges for Mobilisation Activities are not recoverable after the key date for completion of the Mobilisation Phase.
- (f) All Time Charges and Lump Sums for the Mobilisation Activities and each of the Services are exclusive of profit.
- (g) There is a tendered Lump Sum profit for the Mobilisation Activities. This Lump Sum profit is subject to a performance incentive derived from the Mobilisation Phase KPIs within the Incentive Schedule.
- (h) The tendered profit percentage is applied to the Time Charge and Lump Sum for each Task Order for the Systems & Processes, Core Services and Phase Services to derive the Profit Element for each Task Order.
- (i) Performance against the Phase KPIs (being the KPIs for Systems & Processes, Core Services and Phase Specific Services) within the Incentive Schedule adjusts the combined Profit Element for Systems & Processes, Core Services and Phase Specific Services in each Phase on a quarterly basis. Any such adjustment is subject to a maximum increase equal to that Profit Element (thereby doubling the recovery of the Profit Element) and a maximum decrease equal to that Profit Element (thereby resulting in no recovery of the Profit Element).
- (j) There is a further moderation of the relevant Profit Element in each Phase, based on quarterly performance against Project KPIs, which are not Phase or Service specific. Some Project KPIs are tendered and some are specified by the Authority, as set out in the Incentive Schedule.

- (k) The target costs, expressed as a Time Charge (resources multiplied by Staff Rates), or Lump Sum for each Task Order are each derived from tendered Pricing Schedules (spreadsheets at Annexes A to E) incorporated into the Contract.
- (l) With its tender the Tenderer submits the Baseline Price Estimate for each Service for each Delivery Phase. The tendered Baseline Price Estimate contains the Tenderer's planned resourcing (location and grade of Staff) to deliver the Scope and the Staff Rates to create an estimated Time Charge.
- (m) The Baseline Price Estimate is used to determine the Prices (whether as a target cost or lump sum) for each Task Order. In determining the Prices, the Baseline Price Estimate may be adjusted using the Compensation Event mechanism for any changes arising from the accepted service plans. Under a Target Cost Task Order, the Integration Partner is paid on a Time Charge and Lump Sum basis and there is no pain/gain share arrangement, but the Target Cost compared to the outturn costs is a key KPI which adjusts profit in each Delivery Phase (as described above).
- (n) For each proposed Task Order, the Integration Partner must provide a quotation in accordance with the Baseline Price Estimate and the relevant accepted Service Plan for that Task Order for acceptance by the Service Manager. If the Service Manager does not consider the quotation is in accordance with the relevant Baseline Price Estimate, the Service Manager assesses the Prices for each Task Order using the relevant accepted Service Plan and Baseline Price Estimate.
- (o) Miscellaneous minor lump sum items may be added to the Baseline Price Estimate using the tendered Pricing Schedules or open book prices to determine the Prices for some Task Orders.
- (p) All tendered pricing is deemed to be based on current prices as at the Contract Date. The Baseline Price Estimates, Time Charges and Lump Sums are indexed annually from the Contract Date in accordance with EARN03 published by ONS. In addition, once derived for a Task Order, the Prices (Target Cost or Lump Sum) are indexed in the same way.
- (q) The Mobilisation Phase Time Charges and Lump Sums are not indexed.
- (r) Compensation Events are assessed using the Lump Sums, Staff Rates and resourcing levels within the Baseline Price Estimate. Any open book current prices required, where there is no applicable cost element to use or adjust in the Baseline Price Estimate, are deflated to the Contract Date and then indexed with the adjusted Prices.
- (s) On receipt of a Task Order, the Integration Partner Provides the Services under the Task Order in accordance with its terms.
- (t) The Integration Services are not provided by the Integration Partner on an exclusive basis. The Authority retains the right to instruct Others to carry out all or any part of such Integration Services at any time. The Authority does not warrant that any Task Order will be instructed. Any

Integration Services instructed or required under the Contract may subsequently be omitted and awarded to Others.

2.3.2 Full details of the proposed Integration Partner Contract and its pricing are in the following documents:

- (a) Volume 1 - Agreement and Conditions of Contract;
- (b) Volume 2 - Scope & Supporting Documents;
- (c) Volume 3 -Pricing Documents; and
- (d) Volume 4 -Templates.

3. Introduction

3.1 Instructions for Tenderers

3.1.1 These Instructions apply to the submission and evaluation of tenders for the Contract. The Procurement Process will be carried out under the open procedure (pursuant to regulation 27 of the Regulations), and was advertised in the OJEU Contract Notice which was published on 7th July 2020.

3.1.2 The process seeks to identify the Tenderer which submits the most economically advantageous tender to the Authority for the Integration Partner Contract.

3.1.3 The purpose of these Instructions is to provide Tenderers with information about the Procurement Process, timetable and conditions of tendering. It also describes the commercial model which the Authority is seeking to procure, and to inform and assist Tenderers in how to prepare and submit their Tenders. This document also sets out the Contract Award criteria and how they shall be applied to identify the most economically advantageous tender.

3.1.4 Contact details for the Procurement Officer are: LTCIntegrationPartner@highwaysengland.co.uk. The Procurement Officer must only be contacted if the Tenderer is unable to access Bravo.

3.2 Definitions and Interpretation

3.2.1 Words and phrases with an initial capital letter used in this document shall have the meanings set out in Table 2 below. Terms used in the conditions of contract for the Contract have the same meaning in these Instructions as under the Contract (unless stated otherwise).

Table 2 Definitions

Term	Definition
Alternative Guarantor	A guarantor (not being a Parent Company) approved by the Authority in accordance with paragraph 2.6 of Annex C.
Ambition	The objectives which the Authority seeks to achieve in letting the Contract as set out in the first column of Table 12.
Ancillary Contract	Is a contract to be entered into between the Authority and any Ancillary Contractor.
Ancillary Contractor	Has the meaning given to it in Annex 01 of the Scope.
Applicant	The legal party responsible for compiling and submitting the information provided in the SQ. If the Applicant is tendering as a Consortium Member, it is the party identified as the lead entity for the purposes of completing and uploading the submissions on Bravo.
Associated Company	In respect of any Tenderer, its Controllers, any entity or person Controlled by the Tenderer, and any entity or person other than the Tenderer which is Controlled by any of the Controllers of the Tenderer from time to time. Where an Associated Company of any other entity is referred to in these Instructions, this definition shall be applied by replacing the word Tenderer with the name of the relevant entity.
Authority	Means Highways England.
Baseline Price Estimates	Has the same meaning given to it in the Contract.
Bravo	Bravo is the esourcing portal that is used for the submission of tenders and any supporting documentation, the submission of tender queries, clarifications or for any other purpose which the Authority may require to communicate with Tenderers.
Business IT network	The Local Area Networks (LANs) in each of the Authority's offices and the Wider Area Network (WAN) that links them.
Client KPI	Key Performance Indicator as set out in the Incentivisation Schedule being <ul style="list-style-type: none"> • Mobilisation Phase KPI; • Delivery Phase KPI; or • Project KPI all as defined in the Contract.
Commercial Evaluation Panel	The panel of assessors who will evaluate the Tenderer's Commercial Submission.

Term	Definition
Commercial Partner	The commercial partner that will provide assurance on costs and commercial matters to the Authority.
Commercial Score	Means the score calculated in accordance with the formula set out at paragraph 6.6 of Annex E.
Commercial Submission	A Tenderer's response comprising its Commercial Workbook and the information set out at Annex B.
Commercial Workbook	The document described in and to be completed in accordance with Annex E.
Compensation Event	Has the meaning defined in the Contract.
Conflict of Interest	A situation where the Applicant or any of their affiliates could gain (or be perceived to gain) an unfair advantage over the competition.
Consortium	A group of economic operators comprising the Tenderer.
Consortium Member	Is an organisation or person which is a member of a group of economic operators comprising the Tenderer, whether as a participant in an unincorporated joint venture or a shareholder in a joint venture company.
Constructionline	A pre-qualification register. Completion of the register on Constructionline (https://www.constructionline.co.uk/) will exempt Applicants from answering certain questions within the SQ as set out in Annex G.
Contract	The contract to be entered into between the Authority and the Successful Tenderer to carry out the Integration Services.
Contract Award	The decision made by the Authority to enter into the Contract following appointment of the Successful Tenderer, and subject to the Standstill Period required.
Control	Means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and Controls and Controlled are to be interpreted accordingly.
Core Services	Has the same meaning given to it in the Contract.
DCO	Means the development consent order in respect of the Project.
Delivery Phase	One of the five Phases after the Mobilisation Phase is completed into which the Integration Services are

Term	Definition
	instructed using Task Orders, comprising Core Services, Phase Specific Services and Optional Services. The Integration Services within a Delivery Phase are instructed by one or more Task Orders for each type of service.
EBIT	Earnings before interest and tax is a measure of a company's operating performance.
EDRM	Electronic Document Records Management. An IT system which enables the management of documents and records for their whole life cycle, from creation to disposal.
EUC	End User Compute (or End User Computing). Devices used to work on which may connect to networks. Examples include laptop PCs and smartphones.
Final Score	Means the score calculated in accordance with section 10.5.3 of these Instructions.
Foreign Entity	Has the meaning given to it in paragraph 3.1 of Annex C.
Form of Tender	Is the Form of Tender contained within Volume 4.
Guarantor	The entity which may be asked by the Authority to provide a Parent Company Guarantee.
HMG	Her Majesty's Government.
HSSW	Means health, safety, security, and wellbeing.
IAO	Information Asset Owner. Senior individuals involved in running a business, responsible for understanding what information is held by the business, how it is added to and removed, and who has access and why.
Incentivisation Schedule	The schedule forming part of the Pricing Documents, used to determine any adjustment to the Profit Element for a Phase based on performance in respect of the KPIs.
Integrated Client Team (ICT)	Means the team consisting of representatives of each of the Integration Partner, the Technical Partner, the Commercial Partner, and the Authority.
Integration Partner	The Successful Tenderer being the counterparty to the Authority under the Contract.
Integration Services	The works and services to be carried out by the Integration Partner under the Contract in 6 Phases under the various Task Orders as generally described in the Scope and the Contract.
Instructions	These instructions for Tenderers.

Term	Definition
Lump Sum	Payment for Integration Services under a Task Order based on lump sum amounts for each item of that service.
Key People	Refers to the Key People as listed in Annex F.
Key Subcontractor	A key subcontractor relates to a specialist or strategic partner that is integral and essential to the Tenderer's Tender. The Key Subcontractor provides a critical service that if not provided, would prevent the Tenderer from tendering a compliant Tender or delivering the contract objectives.
Nonconformity	Means a Nonconformity for the purposes of ISO:9001 under the Integration Partner's Quality Plan in accordance with the Scope.
Non-Disclosure Agreement	Means the form of Non-Disclosure Agreement set out in Annex S.
Mobilisation Activities	Has the same meaning defined in the Contract.
Mobilisation Phase	The first Phase of the Integration Services in which the Mobilisation Activities are undertaken.
Mobilisation Phase KPI	The KPIs for the Mobilisation Phase and performance against the Mobilisation KPIs results in an adjustment to the Profit Element for the Mobilisation Phase all as described in the Incentivisation Schedule.
Mobilisation Profit	Is the profit for the Mobilisation Activities tendered as a lump sum. Mobilisation Profit is not adjusted.
OJEU Contract Notice	The contract notice published in the Official Journal of the European Union by the Authority for the Contract.
Parent Company	Means a holding company of an Applicant or any Consortium Member (where applicable), (where the Applicant or Consortium Member (where applicable) is a subsidiary of such holding company and, for these purposes, the terms "subsidiary" and "holding company" shall have the meanings given to them in Section 1159 of the Companies Act 2006.
Parent Company Guarantee (PCG)	A guarantee in the form set out in Annex 12 of the Scope, or such other form as the Authority may agree.
Phase	One of the six phases into which the Integration Services may be instructed by Task Orders, being the Mobilisation Phase and 5 Delivery Phases.
PIN	Means the prior information notice ref. 2020/S 122-300434 in relation to the Integration Partner procurement published

Term	Definition
	by the Authority in the Official Journal of the European Union on 24 June 2020.
Presentation	Means the presentation to be given by certain Key People from each Tenderer in accordance with Annex T of these Instructions.
Preventative Actions	Means a Preventative Action for the purposes of ISO:9001 under the Integration Partner's Quality Plan in accordance with the Scope.
Price for Service Provided to Date	Has the meaning set out in the Contract.
Procurement Officer	The Authority employees who are responsible for the conduct of this Procurement Process.
Procurement Process	The open procedure adopted by the Authority pursuant to regulation 27 of the Regulations for the procurement of the Contract, including prequalification, clarification, submission of Tenders and evaluation of Tenders to identify the Successful Tenderer.
Profit Element	For any Delivery Phase, the element of the Price for Service Provided To Date reflecting the Integration Partner's tendered profit, determined by multiplying the relevant Time Charges and/or Lump Sums (which form the Price for Service Provided to Date for that Phase) by the Profit Percentage.
Profit Percentage	The percentage tendered by the Integration Partner and set out in the Pricing Schedules which is applied to the relevant Time Charges and/or Lump Sums to determine the Profit Element of any Delivery Phase.
Project	The Lower Thames Crossing project is a proposed new road connecting Kent, Thurrock and Essex through a tunnel beneath the River Thames.
Project Bank Account	Project Bank Accounts (PBAs) are ring-fenced bank accounts which act as a method for payment on construction projects to help ensure that contractors, Key Subcontractors and key members of the supply chain are paid on the contractually agreed dates.
Project Information System	Systems and processes required by Scope CS3 as set out in S205.4.
Project Contract	Is a contract entered or to be entered into between the Authority and the contractor engaged or to be engaged by the Authority for the delivery of one or more of the three

Term	Definition
	main works packages described in section S110.2 of the Scope.
Project Contractor	Has the meaning given to it in Annex 01 of the Scope.
Project KPI	A Client KPI which is measured across all Delivery Phases, and prior to completion of all Delivery Phases is based on forecast performance across all Delivery Phases.
Qualification Submission	The submission to be made by Tenderers in accordance with paragraph 9.3.
Quality Assessors	The Authority representatives responsible for evaluating the Quality Submission.
Quality Evidence Submission	Means any case study as described in section 9.6, CV as described in section 9.5, completed Resource Loaded Schedule as described in section 9.3.6, Tenderer Mobilisation Programme as described in section 9.7 and/or organisational chart as described in Annex F (Key People), which is required for the purposes of the Quality Submission, pursuant to Annex D.
Quality Score	Means the aggregate of each weighted consensus score calculated in accordance with section 10.5.1 of these Instructions.
Quality Submission	The Responses to the questions set out in Annex D to these Instructions to be answered by Tenderers as part of their Tender response, and the related Presentation.
Regulations	The Public Contracts Regulations 2015.
Requirements	The requirements to be addressed in responding to each quality question, as specified in column 4 of Table 12.
Resource Loaded Schedule	means the document described in section 9.3.6.
Response	has the meaning given to it in paragraph 1 of Annex D.
Scope	The documents listed at Annex A Volumes 2A, 2B and 2C which set out the requirements for the Integration Partner role.
Selection Questionnaire (SQ)	The document containing the selection criteria that Tenderers must meet in order to progress to the tender evaluation stage of the Procurement Process.
Staff	Has the meaning set out in the Contract.

Term	Definition
Staff Rates	Has the meaning set out in the Contract.
Standstill Period	A period of at least ten (10) calendar days following the notification of an award decision to the Successful Tenderer, before the Contract is signed with the Successful Tenderer.
Successful Tenderer	The Tenderer that provides the most economically advantageous tender.
Systems & Processes	Has the meaning set out in Table 1.
Target Cost	Payment for Integration Services under any Task Order in a Delivery Phase based upon actual Time Charges incurred with an adjustment to the Profit Element dependent upon the Delivery Phase KPIs in that Delivery Phase and Project KPIs (as set out in the Incentivisation Schedule).
Task	The provision of certain works and services by the Integration Partner under the Contract as part of a Phase.
Task Order	An instruction under the Contract for the Integration Partner to carry out the works and services for a Task.
Technical Partner	The joint venture comprising Arcadis, CH2M (now Jacobs) and Cowi that was appointed under the technical partner contract (awarded in 2016) in respect of supporting the Authority with developing the Project and preparing for delivery.
Tender	An offer including all supporting Tender response documents, rates and prices and proposals submitted by a Tenderer in response to these Instructions.
Tender Commitments	Means commitments made by the Tenderer to the Authority in accordance with paragraph 9.4, which are incorporated into a Tenderer's methodology in the Quality Submission and identified in the Tender Commitments Register submitted as part of the Quality Submission in the form specified in Annex R.
Tender Documents	These Instructions and the documents listed at Annex A, and any changes and updates to them.
Tender Panel	Members of the Authority's commercial and quality evaluation team.
Tender Team	The personnel involved in putting together the Tender by a Tenderer.

Term	Definition
Tenderer	A single organisation or Consortium which participates in the Procurement Process for the purposes of submitting a Tender.
Tenderer Requirements KPI	Means the following requirements for key performance indicators to be proposed by the Tenderer and measured under the Contract: <ul style="list-style-type: none"> 1) Customer satisfaction including the impact of capacity reductions on the existing road network during construction; 2) Performance of the Integration Partner's obligations in respect of compliance with the DCO, environmental and other statutory obligations; 3) A qualitative measurement of Phase M delivery by the Integration Partner.
Tenderer Mobilisation Programme	Means the programme produced in accordance with paragraph 9.7 and Annex U.
Time Charge	Payment for Integration Services under any Task Order based on day rates for each resource used to provide that service.
Transparency Principles	The principles set out in the UK Government's Procurement Policy Note 02/17.

4. Procurement Strategy

4.1 Timetable – key events and dates

- 4.1.1 Key dates and deadlines for the Procurement Process are set out in Table 3. Tenderers should note that these dates are to be kept under review by the Authority and the Authority reserves the right to change them. The Authority will notify all Tenderers as soon as practicable of any changes that may be made to the indicative programme and/or the Procurement Process.

Table 3 Key events and dates

Item	Activity	Date
1	Issue Tender Documents	07/07/2020
2	Tender Event	09/07/2020
3	One-to-one Tender Clarification Sessions	22/07/2020 – 24/07/2020
4	Last Date for Tender Queries	17/08/2020

5	Last date for the Authority to issue query responses and Tender amendments	19/08/2020
6	Tender return	26/08/2020
7	Tender Assessment & Governance	27/08/2020 – 04/12/2020
8	Presentation Dates	14/09/2020 – 18/09/2020
9	Contract Decision Notice	07/12/2020
10	Standstill period	08/12/2020 - 17/12/2020
11	Contract Award	18/12/2020

5. Conditions of Tendering

5.1 General

- 5.1.1 All Tenders must be submitted in accordance with these Instructions. The Authority reserves the right to exclude from the competition any Tenderer who does not comply with these Instructions.
- 5.1.2 The contents of these Instructions and of any of the other Tender Documents available to Tenderers in respect of the Procurement Process are provided on the basis that they remain the property of the Authority and must be treated as private and confidential at all times.
- 5.1.3 Tenderers must not disclose the fact that they have been invited to tender or release details of the Tender Documents, other than on an “in confidence” basis to those who have a legitimate need to know and with whom they need to consult for the purpose of preparing the Tender. If Tenderers are unwilling to comply with this requirement they are required to destroy these Instructions and all associated documents immediately and not to retain any electronic or paper copies.
- 5.1.4 Tenderers are required to conduct themselves in good faith in all dealings in relation to the Procurement Process.
- 5.1.5 All contact with the Authority during the Tender period must be made through Bravo at the following link - <https://highways.bravosolution.co.uk/web/login.shtml>.
- 5.1.6 No contact should be made by Tenderers with the Authority or its advisers, consultants or contractors directly regarding this procurement unless this is expressly agreed in advance by the Authority or is part of the Procurement Process as set out in these Instructions.
- 5.1.7 The Authority reserves the right to allow any Tenderer to correct an error in their Tender or clarify elements of their Tender to the Authority's satisfaction rather than exclude such a Tenderer where the Authority is satisfied that such action would be proportionate to the relevant issue

and would not result in discrimination to other Tenderers or amount to unfair treatment.

5.2 Freedom of Information and transparency

5.2.1 Under the Freedom of Information and the Environmental Information Regulations and the Public Contracts Regulations 2015, the Authority 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 Process, including any Tenders received.

5.2.2 Under the UK Government's Procurement Policy Note 02/17 <https://www.gov.uk/government/publications/procurement-policy-note-0217-promoting-greater-transparency> update to Transparency Principles dated February 2017, or any later revision, the Authority is obliged to publish the provisions of any contract let pursuant to the Procurement Process, excluding only information which is exempt from disclosure pursuant to the Freedom of Information Act 2000. The Authority's initial view is that the only materials likely to be excluded from publication on this basis are as follows:

- (a) CVs provided for the people listed in the Key Person schedule in Annex F;
- (b) Commercial Submission; and
- (c) Quality Submission.

5.2.3 Tenderers should be aware that the Authority could receive requests for any information relating to this Contract or Tender. While the Authority reserves its discretion in responding to any such information request, Tenderers are invited to request that certain information is not disclosed or published if to do so would prejudice their legitimate commercial interests or is otherwise exempt from disclosure under the Freedom of Information Act 2000. Any requests for non-disclosure under the Freedom of Information Act 2000 must accompany the Tender and include:

- (a) Clear and substantive justification; and
- (b) A time limit after which any confidential information could be disclosed.

The terms of any confidentiality agreement would, if requested, be available for disclosure. Any request by the Tenderer under this paragraph is for information only and will not be taken into account during the Procurement Process, nor does it form part of any Contract between the Authority and the Tenderer.

5.2.4 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Furthermore, 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.

- 5.2.5 For these purposes, the Authority reserves the right to disclose within Government any of the Tenderer's documents and information (including anything that the Tenderer considers to be confidential and/or commercially sensitive, such as specific Tender information) submitted by the Tenderer to the Authority during this Procurement Process. The information is not to be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the Procurement Process.

5.3 Non-collusion

- 5.3.1 Tenderers are required to return an anti-collusion certificate in accordance with Annex C.
- 5.3.2 Where collusion between Tenderers (or any relevant parties with an interest in the procurement which may prejudice the outcome of the procurement) has been found to occur, the Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) any potential Tenderer at its discretion.

5.4 Publicity and marketing

- 5.4.1 Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after Contract Award, any publicity activity with any section of the media in relation to this procurement, other than with the prior written agreement of the Authority.
- 5.4.2 Tenderers must notify the Authority, via Bravo, of any enquiries received from the media regarding this competition.

5.5 Consortia and sub-contracting

- 5.5.1 A Tenderer must immediately advise the Authority if:
- (a) any Consortium Member, any Parent Company of any Consortium Member, any Key Subcontractors or any Parent Company of any Key Subcontractor changes; or
 - (b) its ownership or the ownership of any Consortium Member any Parent Company of any Consortium Member, any Key Subcontractors or any Parent Company of any Key Subcontractor changes; or
 - (c) Any organisation involved in the preparation of any Tender Documents (in preparation of the Tender of another Tenderer) is acquired by it (or an Associated Company) or by any Consortium Member (or an Associated Company); or
 - (d) it (or an Associated Company) completes the takeover of, or merges with, another Tenderer (or an Associated Company).
- 5.5.2 If it is considered that a change in ownership of a Tenderer or any of its Consortium Members has created a potential conflict and/or potential for unequal treatment of Tenderers and/or would result in the same

ultimate group of companies getting more than one opportunity to tender, the Authority reserves the right to seek measures to mitigate the risk of conflict and reserves the right (at its absolute discretion) to require the relevant corporate group of companies to withdraw one or more Tenders from the competition.

- 5.5.3 The Authority also reserves the right to disqualify any Tenderer that fails to inform or advise the Authority in accordance with paragraph 5.5.1 and / or any other requirements relating to a change in any circumstances.
- 5.5.4 The Authority recognise that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided indicates that they are relying on sub-contractors or Associated Companies to meet the selection criteria or to play a significant role in delivering the Contract, any changes to those sub-contracting arrangements may affect their ability to proceed with the Procurement Process or to provide the supplies and/or services required. Tenderers must therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. We reserve the right to deselect a Tenderer prior to any Contract Award, based on an assessment of the updated information.

5.6 Key Subcontractors

- 5.6.1 Tenderers are requested to provide details of any Key Subcontractor whose experience the Tenderer is relying on to submit their proposal and who shall perform duties on behalf of the Integration Partner.
- 5.6.2 A Key Subcontractor provides a critical service that, if not provided, would prevent the Tenderer from tendering a compliant Tender or delivering the Contract objectives. For example, if the Tenderer was relying on a specialist programme management company to provide a programme management office function.
- 5.6.3 Where a Tenderer is reliant on a Key Subcontractor, the Tenderer shall identify within any response to these Instructions, the identification of the service(s)/work(s) the Key Subcontractor would provide.
- 5.6.4 The highlighted service(s)/work(s) provided by a Key Subcontractor will be evaluated on the same basis as a main Tenderer.

5.7 Conflicts of Interest

- 5.7.1 All Tenderers are required to comply with the Authority's conflict of interest policy described in Scope, section S 508, (conflicts of interest and guidance), and are to identify to the Authority any potential conflicts of interest at the earliest opportunity.
- 5.7.2 A "conflict" or "potential conflict" is any circumstance which creates a conflict of interest for a Tenderer or which has or could impact on the Authority's duty to manage a fair, transparent and non-discriminatory Procurement Process. This includes the circumstances specified in paragraph 7.3

- 5.7.3 Where necessary, the Tenderer shall submit a conflict of interest mitigation plan for the Authority's consideration and approval. If the Tenderer does not provide a satisfactory response to managing the conflict of interest, the Authority reserves the right to exclude any affected Tenderer from this competition.
- 5.7.4 Tenderer's must note that if they are the successful Tenderer for the Integration Partner and are awarded the Contract they will not be permitted to tender for the Lower Thames Crossing Project Contracts, including the Tunnels and Approaches, Roads North and A2/M2 connections packages at Tier 1 level.
- 5.7.5 If the successful Integration Partner Tenderer wishes to tender for the Project Contracts at either Tier 2 or 3 level (including their own company's sub- divisions, affiliates or associated companies) they must contact the Authority prior to or during the Procurement Process. These requests must be supported by a conflicts management plan and will be considered on an individual basis by the Authority. In order for such a tender to proceed, the Authority will need to be confident that the conflict is managed sufficiently to satisfy the Authority's legal obligations in respect of conflicts and will confirm the response with the individual company. If the Authority is not confident that the conflict can be managed then such company shall not be entitled to proceed as part of a tender for the relevant Project Contract.

5.8 Tender Warranties

- 5.8.1 The Tender Documents are provided in good faith. No warranty is given as to the accuracy or completeness of the information contained in them or any further information provided by the Authority for the purpose of this procurement. Any liability for inaccuracy or incompleteness is expressly disclaimed by the Authority and its advisors. Tenderers are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
- 5.8.2 Nothing in these Instructions shall be taken as constituting an offer (whether implied or otherwise), or any agreement, whether express or implied between the Authority and any other party.
- 5.8.3 The Authority reserves the right to cancel, amend or vary the Procurement Process at any point prior to the Contract Award (in whole or in part) and with no liability on its part.
- 5.8.4 The Authority reserves the right not to accept any Tender for any reason.
- 5.8.5 The Authority and/or its advisors are not liable for any costs resulting from any amendment or cancellation of the Procurement Process nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those tendering for the Contract opportunity. Tenderers submit a Tender at their own risk and expense.

- 5.8.6 Tenders will remain open for acceptance by the Authority for a period of 180 days from the closing date for Submission of Tenders, after which period such Tenders shall be subject to confirmation by the Tenderer.

5.9 Tender Documents

- 5.9.1 The Tender Documents are listed in Annex A, and are available for downloading from Bravo.
- 5.9.2 If Tenderers experience any difficulty in locating or opening any of the Tender Documents or opening links in any of the Tender Documents, then a Tender query should be raised via Bravo.
- 5.9.3 Any drawings, prints, specifications, data, calculations and analyses issued to Tenderers in connection with this Tender remain the property of the Authority. All such information issued to Tenderers may only be used for the purpose of tendering. Such information must not be disclosed to persons unconnected with the Tender and should be returned to the Authority on completion of the Procurement Process. These provisions apply equally to drawings and other information supplied for the purpose of the Tender, the intellectual property rights of which vest in a third party.
- 5.9.4 The Authority reserves the right to amend or vary the Tender Documents at any point prior to Contract Award (in whole or in part) and with no liability on its part.

5.10 Continued compliance with selection criteria

- 5.10.1 The Authority reserves the right to re-apply the assessment criteria of the SQ, including the economic and financial standing assessment, at any time throughout the Procurement Process using additional information, evidence, clarification or documents. If, following such re-assessment, the Tenderer, any Consortium Member, any Key Subcontractor or any Guarantor does not comply with the relevant assessment criteria of the SQ, the Authority may exclude the Tenderer from the Procurement Process.

5.11 Non-Disclosure Agreement

- 5.11.1 Prior to the publication of the OJEU Contract Notice, the Authority published a PIN. Suppliers who responded to the PIN were required to sign and return a Non-Disclosure Agreement via Bravo before receiving additional information relating to the Integration Partner procurement from the Authority, given the confidential nature of such information. Suppliers were asked to sign and return a Non-Disclosure Agreement by 5 July 2020. Following the return of a signed Non-Disclosure Agreement, the Authority provided suppliers with such confidential information.
- 5.11.2 If a Tenderer provides a Non-Disclosure Agreement in response to the PIN then it is not required to sign a further Non-Disclosure Agreement, as the Non-Disclosure Agreement previously signed remains in place for the duration of the Procurement Process.

5.11.3 If a Tenderer did not respond to the PIN, or has not signed a Non-Disclosure Agreement by 5 July 2020, the Tenderer shall be required to sign a Non-Disclosure Agreement (which shall remain in place for the duration of the Procurement Process).

5.11.4 The template Non-Disclosure Agreement for completion is in Annex S.

5.11.5 Your Tender will be considered non-compliant if a signed Non-Disclosure Agreement is not returned.

6. Tender Communications

6.1 Tender Briefing

6.1.1 Within one week of these Instructions being issued to Tenderers on Bravo, Tenderers are to nominate a primary and a secondary contact within their organisation to liaise with the Procurement Officer, when required. Contact details should be supplied via Bravo in the format given below.

Table 4 -Contact Supplier Contact Details

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

6.1.2 Due to the current situation with Covid-19 it is anticipated that all meetings will be held via Microsoft Teams. If you do not have this software, please advise the Procurement Officer via Bravo so alternative arrangements can be made.

6.1.3 The Authority is committed to providing transparent and equitable support to Tenderers throughout the Procurement Process as set out in Table 5:

Table 5: Tender briefing and clarification

	Description	Purpose:
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<p>Event</p> <p>Note: The event will enable a live question and answer session allowing Tenderers to further clarify the Authority requirements.</p> <p>All questions and answers raised at the Tender briefing and at each Tender clarification session will be published following the event</p>	<p>Tender Briefing (9th July 2020):</p>	<p>Presentation on the proposed:</p> <p>Contract identifying and explaining any issues of importance to the tender submission;</p> <p>Procurement Process and timetable;</p> <p>tender submission requirements; and</p> <p>evaluation procedure</p>
	<p>1 to 1 Tender Clarification Sessions (22nd – 24th July 2020):</p>	<p>Tender clarification sessions will focus on issues which Tenderers wish to raise either following on from the Tender Briefing or covering the tender documents.</p>

6.1.4 To assist Tenderers to assimilate all the Tender Documents and to begin Tender preparation effectively, the Authority intends to hold a Tender briefing covering key topics including a strategic overview, the Contract, commercial model, Procurement Process and programme.

6.1.5 Tenderers will be able to access the Tender briefing information via Bravo where full joining instructions and protocols will be provided. The Authority will confirm with all Tenderers when the Tender briefing information is available for access.

6.1.6 Tenderers should note that the content of the Tender briefing information is correct at time of release and its contents may change during this procurement.

6.2 Tender Clarification Meetings

6.2.1 Following the Tender Briefing, the Authority will hold one-to-one clarification meetings with each Tenderer to deal with any areas not clarified in the Tender Documents or Tender briefing.

6.2.2 Tenderers will be required to submit questions in advance of their clarification meeting by 11 am 20 July 2020. The Authority reserves the right not to provide an answer at the clarification meeting which has not been submitted as a question in advance.

6.2.3 All the dialogue and proceedings from the meetings will be recorded in writing by the Authority and shared with the Tenderer for confirmation that it represents a true representation of the meeting.

6.2.4 Tenderers will be provided with the agenda, meeting invite details, meeting pack and protocols via Bravo.

- 6.2.5 Tenderers will be appointed a time slot for the clarification meeting. Each individual meeting will last no more than 90 minutes. Tenderers are restricted to bringing a maximum of 4 participants to the meeting.
- 6.2.6 Tenderers must register their interest for a clarification meeting via Bravo by 11am 17 July. The Authority will select at random the order of the meetings and confirm with Tenderers by close of play 20 July.
- 6.2.7 The Tender Documents and any further clarifications/amendments issued via Bravo take precedence over any verbal information provided at the Tender Briefing. Where verbal information is unclear or appears to contradict written instructions, Tenderers should seek to clarify this in writing.
- 6.2.8 A written record of each face-to-face clarification meeting will be logged. All clarification questions and responses at those meetings will be published openly to all Tenderers unless specifically identified as confidential by a Tenderer before or at the time of the meeting. If a Tenderer states that a question or request for clarification is in their opinion commercially sensitive or otherwise confidential, but the Authority does not consider that a Tenderer's request for clarification or question should be treated as such, the Authority reserves the right to notify the Tenderer of its decision and reserves the right to offer the Tenderer an opportunity to withdraw the relevant question or request for clarification. If the Tenderer does not elect to withdraw the relevant question or clarification within the specified timeframe or within three working days (whichever is the later), the relevant question or request for clarification and response is circulated to all Tenderers, where the Authority considers it would be of benefit to all Tenderers.
- 6.2.9 Tender Clarification meetings will be held on the 12th August 2020 to cover:
- (a) Limits of Liability Cap and exclusions
 - (b) Delay Damages
 - (c) Performance Requirements and Clause 20.1
 - (d) Z3.1 Cross Contract set off
 - (e) Economic and Financial Standing Tests (if requested by the Tenderer)
- 6.2.10 Tenderers will be appointed a time slot for the clarification meeting. Each individual meeting will last no more than 45 minutes. Tenderers are restricted to bringing a maximum of 4 participants to the meeting and must notify the Authority of attendees when requesting a clarification session.
- 6.2.11 In the sessions on 12 August 2020 The Authority will answer pre-determined Tender Queries that relate to items a – d and the final response will be issued to all Tenderers. If Tenderers have any subsidiary queries they must be in direct relation to the topics above, and if any additional information is provided verbally to any Tenderer this will be reflected in the final response issued to all Tenderers.

6.2.12 Economic and Financial Standing Queries will be treated as confidential and the response will only be shared with the specific Tenderer the query relates too. If a supplier is tendering as part of a Consortium and wants to address:

(a) A commercial in confidence query already submitted in relation to economic and financial standing

(b) A new query in relation to economic and financial standing

And does not want to discuss their query with their Consortium Members present then this must be noted in the request for a clarification session. If this is the case, then the other members of the Consortium will be asked to leave the session following conclusion of all other clarifications and The Authority will address the query with the direct Consortium Member it relates too.

6.2.13 Tenderers must confirm if they want to discuss their economic and financial standing queries already submitted or submit any new queries in relation to Economic and Financial Standing by 5pm Monday 10th August 2020, otherwise only items a – d of 6.2.9 will be covered.

6.2.14 The Authority will only provide clarification responses to specific Tender Queries already received on topics listed in a- d of 6.2.9 and will confirm which queries are to be addressed via Bravo. No new Tender Queries raised in relation to the topics a – d via Bravo prior to 12 August 2020 will be addressed in the clarification meeting, however a response will be provided via the Tender Query process.

6.2.15 Tenderers must register their interest for a clarification meeting via Bravo by 5pm 10 August. The Authority will select at random the order of the meetings and confirm with Tenderers by midday 11 August 2020.

6.2.16 The rules of 6.2.3, 6.2.4, 6.2.7 and 6.2.8 also apply to the clarification meetings to be held on 12 August 2020.

6.3 Tenderers' Written Requests for Clarifications

6.3.1 These requests only refer to tender queries via Bravo and are not to be confused with questions raised as part of the Tender clarification meetings outlined in section 6.2. If Tenderers have any queries or require any clarification concerning any aspect of the Tender Documents, then they should submit questions to the Authority through Bravo.

6.3.2 It is the responsibility of the Tenderer to ensure that their written requests for clarification are complete, consistent and not vague.

6.3.3 Questions will only be permitted until the Tender query submission deadline the date for which is set out in Table 3. This deadline is designed to permit the Authority to consider and respond to all questions and/or requests for clarification within sufficient time to enable Tenderers to take account of the Authority's response ahead of the Tender return date.

- 6.3.4 The Authority reserves the right not to provide a response to any question or request for clarification raised by a Tenderer received after the Tender query submission deadline and this includes any issues that emanate from the Tender briefing.
- 6.3.5 Tenderers may submit confidential queries in relation to the unique aspects of their Tender. Such questions must be clearly marked as confidential and Tenderers must explain why they consider that the query is confidential. These questions will, subject to 6.3.6, be responded to in writing and not be circulated to other Tenderers.
- 6.3.6 If a Tenderer states that a question or request for clarification is in their opinion commercially sensitive or otherwise confidential, but the Authority does not consider that a Tenderer's request for clarification or question should be treated as such, the Authority reserves the right to notify the Tenderer of its decision and reserves the right to offer the Tenderer an opportunity to withdraw the relevant question or request for clarification. If the Tenderer does not elect to withdraw the relevant question or clarification within the specified timeframe or within three working days (whichever is the later), the relevant question or request for clarification and response is circulated to all Tenderers.
- 6.3.7 Where a clarification request from a Tenderer seeks further information regarding something contained in the Tender Documents or the Authority identifies further information that is relevant to the Procurement Process then, subject to compliance with the Regulations, such information will be made available to all Tenderers. Any such information will become part of the Tender Documents as from the date of its publication.
- 6.3.8 All tender queries made in accordance with these Instructions will be answered by the Procurement Officer via a Tender query response. Tender queries regarding the Tender Documents and the responses to the tender queries will be issued regularly to all Tenderers Bravo. If any answer requires a change to the Tender Documents, then a tender amendment will be issued in accordance with paragraph 6.3.12.
- 6.3.9 Tender clarification queries are statements requested from Tenderers by the Procurement Officer to remove any ambiguity from any Tender. Tender clarification responses will be recorded in writing.
- 6.3.10 The Authority reserves the right to seek clarification in any form from any or all of the Tenderers at any time during the Procurement Process, including in order to assist in its consideration of a Tender. When replying to questions from the Authority, Tenderers may only respond to the question posed, and may not provide information additional to that requested in the question. Where:
- (a) a Tenderer's response includes information in addition to that specifically requested in the question; or
 - (b) a Tenderer's response purports to correct or would have the effect of correcting an error in its Tender,

The Authority is entitled not to consider or take into account in the evaluation any such additional information or purported correction provided in the Tenderer's response as appropriate.

- 6.3.11 The Authority reserves the right not to consider or take into account in the evaluation of any Tender any further information received from a Tenderer in response to a clarification question where to do so would be contrary to the Regulations and the principles of equal treatment and transparency.
- 6.3.12 Tenders should be based on the Tender Documents as provided and updated in accordance with these Instructions. Tender amendments are changes to the Tender Documents that are made in writing by the Procurement Officer and issued to all Tenderers. Only in exceptional circumstances will tender amendments be issued after Tenders have been submitted, in the form of a post tender amendment. In such circumstances, the Procurement Officer will notify all Tenderers of the required action.
- 6.3.13 The Authority officers and their consultants do not have the authority to make any change to the Tender Documents except through a tender amendment issued in writing by the Procurement Officer. If a statement is made at any meeting that a Tenderer considers is not in accordance with the tender documents, then the Tenderer must refer the matter to the Procurement Officer as a Tender query.
- 6.3.14 It shall be the Authority's decision regarding the disclosure of further information arising from Tenderers' written clarifications. The Authority accepts no liability arising from the provision of further information or a decision not to provide further information.

6.4 Clarification of Contract

- 6.4.1 The Authority is bound by the Regulations under the open procedure and as such cannot enter into any negotiations on the Tender or terms of the Contract.
- 6.4.2 Any Tenderer who is unwilling to accept the terms of the Contract will be disqualified from the Procurement Process.
- 6.4.3 Tenderers are not permitted to provide a formal mark-up of the Contract and any such mark-up shall be ignored. The Authority shall evaluate the Tender on the basis that the Tenderer accepts the provisions of the Contract in full. If Tenderers have submitted a qualified response to the Contract or a marked-up version of the Contract they will be disqualified.

7. Tender Submission Requirements

7.1 General

- 7.1.1 The Authority reserves the right to exclude a Tenderer from the Procurement Process where its Tender is not received by the Authority by the Tender return date and time 13:00pm 26th August 2020. If a Tender is submitted after this deadline the Tenderer may be asked to explain and/or evidence any system or material issue which prevented the Tenderer from submitting its Tender by the deadline.
- 7.1.2 Tenders must be complete, and submitted in accordance with the Tender Documents including any Tender amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Tender equivocal. Unauthorised alterations or additions must not be made to any component of the Tender submission.

7.2 Document Control

- 7.2.1 Tenders must be submitted using Bravo in accordance with the instructions for responding set out in these Instructions.
- 7.2.2 As set out in Annex B (Checklist of documents to be returned with the Tender), each Tender must be presented in three online envelopes as follows:
 - (a) Envelope 1: Qualification Submission comprising the SQ and the 13 separate complete statements/documents confirming that the Tenderer shall adhere to the Authority's relevant policies (as set out at Annex C);
 - (b) Envelope 2: Quality Submission; and
 - (c) Envelope 3 Commercial Submission.
- 7.2.3 It is the responsibility of each Tenderer to ensure that it has all the information it needs to prepare its Tender in accordance with these Instructions.
- 7.2.4 Tenders must comply with the following document restrictions:
 - (a) Tenders and supporting documents must be written in English and priced in pounds sterling;
 - (b) Page limits as identified in Table 12 of Annex D, including title pages, drawings, diagrams, flow charts and annexes;
 - (c) 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;
 - (d) Tenders may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets;

- (e) Text must be presented in “Arial” font and be no smaller than 11 point, single-spaced with the margins set at 2.5cm. Text no smaller than 10 point can be used for drawings, diagrams and flow charts; and
 - (f) CVs (which are limited to two sides of A4), case studies (which are limited to three sides of A4), organograms and any supporting plans requested fall outside of the stated page limits (set out in the fifth column of Table 12) for the responses to each Ambition.
- 7.2.5 If the submitted Quality Submission or any part of it exceeds the page limits set out in these Instructions, the content of the pages after the limit is reached shall be disregarded and not distributed to the evaluation team for assessment. If the Tenderer is nevertheless successful, the Authority reserves the right to include the additional text (or part thereof) in the Contract.
- 7.2.6 Documents are to be in Microsoft 2016 for Word, Microsoft Project, Microsoft Excel or PDF formats. Where a Tenderer wishes to use a different file format this must be raised as a Tender query.
- 7.2.7 When uploading Tender submissions, upload the electronic files separately in response to the relevant question. Where a question requires multiple files to be uploaded these can be combined in a single zip file. No file is to be larger than 20Mbytes. Label each file using the naming convention.
- (a) Tenderer company initials
 - (b) Envelope name
 - (c) Name of document given in Annex A

‘Example Format - “MCA__Env 1_Quality questions.’

7.3 Confirmation of Tender Team

- 7.3.1 Tenderers are to provide an update as and when any new team members join their Tender Team.
- 7.3.2 In the interests of avoiding any conflict of interest (and/or any allegation that the Authority has not treated all Tenderers equally), Tenderers must declare, prior to submission, any prior involvement of any member of their Tender Team advising the Authority or otherwise being involved in the preparation of this procurement and the Authority reserves the right (but is not obliged to):
- (a) Ask the Tenderer to propose and implement means of mitigating the conflict/potential unfairness to the satisfaction of the Authority in accordance with the processes set out 5.7.3, in accordance with regulation 41 of the Public Contract Regulations 2015;
 - (b) Ask for the person to be removed from the Tenderer’s Tender Team; or

- (c) In the event that compliance with paragraph (a) or (b) does not mitigate the conflict to the satisfaction of the Authority, the Authority may reject the Tenderer from further participation in the competition in accordance with the processes set out 5.7.3.

7.4 Procurement Process Overview

- 7.4.1 The Procurement Process shall be completed in four distinct stages as detailed in Table 6:

Table 6 Overview of Procurement Process

Stage 1- Tender	Stage 2: Tender submission	Stage 3: Evaluation	Stage 4: Award
OJEU released with Tender Documents accessible on Bravo Tender briefing Tender clarification meetings Tender clarification close	Tender submissions: Qualification Submission (including the SQ response). Commercial Submission. Quality Submission Form of Tender and acceptance of Contract	1. Tender Document compliance 2. Validation of SQ 3. Quality Assessment 4. Presentation 5. Commercial evaluation 6. Sustainability	Pre-Award checks. Tender Award Standstill period Contract signature

8. Tender Document Compliance

- 8.1.1 In this stage, the Tenders are reviewed to establish compliance. The Authority undertakes an initial check for Tender completeness and compliance, including that:
- (a) a full and complete set of correct documents and submissions has been provided in accordance with Tender submission and Tender clarification requirements;
 - (b) the format of submitted documents is correct without qualifications;
 - (c) the page count and font size in submitted documents is correct;
 - (d) that no further documents have been submitted beyond those required;
 - (e) the Form of Tender has been signed; and
 - (f) that the mandatory documents and any applicable optional documents set out at Annex C, have been completed correctly.
- 8.1.2 Where a Tenderer has not provided a question response, and this is not related to an identified system or Bravo system error, the question will be automatically scored as “0” and the assessment panel informed.
- 8.1.3 The Authority reserves the right to disqualify a Tenderer that does not meet the requirements of these Instructions.

- 8.1.4 During the Tender evaluation period, the Authority reserves the right to seek clarification in writing or by means of a follow up meeting of any part of the Tender submission with any or all of the Tenderers solely to assist in its consideration of their Tender but shall be under no obligation to do so. It is the responsibility of Tenderers to ensure their Tenders are free of errors and comply with these Instructions.
- 8.1.5 No new information can be submitted for clarification purposes, and all clarifications must only increase the clarity of an original statement.

8.2 Validation of the Selection Questionnaire

- 8.2.1 All the Tenderers must submit the evidence which supports their declarations in Part 1 (Supplier Information) and Part 2 (Exclusion Grounds) of the Selection Questionnaire within the time stated. The Authority will check the evidence. If the required evidence does not validate the statements made, the Tender will be rejected. The Authority will assess the responses to Part 3 (Capability Questions and Economic Standing) of the Selection Questionnaire. The assessment will be completed on a pass/fail basis.
- 8.2.2 Subject to the self-cleaning process set out at paragraphs 3.14-3.18 of Annex G, and the mitigation analysis set out in paragraph 3.22 of Annex G, in the event of the Tenderer, any Consortium Member or any Key Subcontractor being allocated a “fail” (in accordance with the SQ) against any question, set out in parts 2 and 3 of the SQ, the Tenderer will be rejected, and its Tender will not be considered in further stages of the Procurement Process.

9. Stage Two: Tender Submission

9.1 Tender Submission

- 9.1.1 Tenderers are required to submit four key submissions as part of the Tender:
- (a) Form of Tender;
 - (b) Qualification Submission;
 - (c) Quality Submission; and
 - (d) Commercial Submission.

9.2 Qualification Submission

- 9.2.1 Tenderers are required to return a Qualification Submission as detailed in Annex B. This should be uploaded to the Qualification envelope area on Bravo under ITT 5345. The Qualification Submission comprises the Tenderer's response to the SQ, and 13 separate completed statements/documents confirming that they shall adhere to the Authority's relevant policies (as set out in Annex C).
- 9.2.2 The SQ enables the Authority to determine whether Tenderers have the technical and professional ability, and the economic and financial

standing necessary to carry out the Contract and will be assessed by qualified assessors using your responses to the Selection Questionnaire in accordance with Annex G.

- 9.2.3 The Selection Questionnaire is provided on Bravo as a built-in questionnaire under the qualification envelope, which should be completed by the Tenderer or the lead applicant if tendering as a Consortium. A spreadsheet is available in Annex N for Consortium Members, and Key Subcontractors to complete and attach as separate documents as part of their Qualification Submission.
- 9.2.4 Guidance for completion of the SQ is set out at Annex G.
- 9.2.5 As noted at paragraph at paragraph 8.2.2, subject to the self-cleaning process set out at paragraphs 3.14-3.18 of Annex G, and the mitigation analysis set out in paragraph 3.22 of Annex G, Tenderers will be rejected if any SQ responses in the SQ are marked as a “fail”. Tenders may also be rejected if any SQ clarification queries are not resolved within the 48-hour period after Tenders have been submitted or when the Authority asks a SQ clarification query.
- 9.2.6 Only those Tenderers whose SQ response achieves a “pass” for all sections will have their Quality Submission and Commercial Submission evaluated.

9.3 Quality Submission

- 9.3.1 The Quality Submission requires the Tenderer to set out Responses to how it will approach, with reference to the Scope, the delivery of the six (6) Ambitions set out in Table 12. The Quality Submission shall also include a Presentation relating to Ambition 1. The six (6) Responses should be uploaded to the quality envelope area of Bravo. See Annex T in respect of the Presentation.
- 9.3.2 The required Responses are designed to test how the Tenderers' solutions meet the Authority's Ambitions for the Contract. Each Ambition and the Requirements relating to it are set out in Table 12 of Annex D.
- 9.3.3 Guidance on how to complete the Quality Submission is set out at Annex D.
- 9.3.4 The written methodology provided by the Successful Tenderer, including its Responses, will form part of the Contract.
- 9.3.5 Tenderers must not include any pricing or commercial information in their quality submission.
- 9.3.6 Please use Annex A to D of the completed Commercial Workbook (being the Mobilisation Baseline Price Estimate, Systems and Processes Lump Sum Baseline Price Estimate, Core Services Baseline Price Estimate and Phase Services Baseline Price Estimates) provided in Volume 3 and remove all pricing information for submission as part of the quality envelope (“**Resource Loaded Schedule**”). This document will be viewed as an unpriced resource schedule and will be

provided to the Quality Panel to support assessment of the Responses. A priced version should still be included in your commercial envelope.

9.4 Tender Commitments

- 9.4.1 In addition to providing their Responses, Tenderers shall provide a number of Tender Commitments within their Quality Submission, which will be evaluated as part of the scoring of the Tenderer's Response.
- 9.4.2 Tender Commitments are those parts of the methodology set out in their Response which a Tenderer commits to including as an enforceable obligation in the Contract.
- 9.4.3 Tender Commitments offer the Tenderers the ability to demonstrate their unique selling proposition and how they will deliver each Ambition.
- 9.4.4 It is for Tenderers to choose how many Tender Commitments they submit. All Tender commitments must be aligned to a specific Ambition.
- 9.4.5 Tender Commitments must be set out in the Tender Commitments template provided in Annex R with no limit on the number of Tender Commitments, and this document shall not be counted in the page limits for the Quality Submission. Tender Commitments will become part of the Contract on Contract Award.

9.5 Curriculum Vitae (CVs) and Organisation Structure

- 9.5.1 Key People CVs must be included in your Quality Submission. CVs are limited to two pages of A4 and text must be presented in "Arial" font and be no smaller than 11 points.
- 9.5.2 A CV template is provided at Annex P. CVs for all key people must be provided using this template. Tenderers are required to demonstrate a strong link between the roles required to meet the Ambitions, and the statement of the qualifications, knowledge, skills and experience of the key person.
- 9.5.3 Individual statements should include summary details of where individuals have worked in a collaborative environment previously, relevant projects, durations of role and project values, the project role(s) and responsibilities; key knowledge, skills and experience; key areas of value added in previous roles; and relevant qualifications that demonstrates alignment to role demands.
- 9.5.4 An organisation structure must be provided as per the instructions in Annex F. This shall not be counted in the page limits for the Quality Submission.

9.6 Case studies

- 9.6.1 Tenderers should provide case studies which include examples from other comparable projects (in terms of complexity and scale) to provide the Authority with confidence that the Tenderer's methodology is likely to be successfully delivered. Comparable projects included in case studies should be projects in which a Tenderer participated within the

last ten years (calculated from the date on which their Tender is submitted).

- 9.6.2 The case study must provide the assessor with actual examples of where the proposed solution has been used, the outcome/lessons learnt and how this meets the relevant Ambition.
- 9.6.3 Tenderers must validate their case studies before submitting them with their Tender. Validation must take the form of a signed letter (on your chosen referee's headed paper) setting out confirmation from the referee that the information set out in the relevant case study is accurate and truthful.
- 9.6.4 Tenderers can submit up to a maximum of six (6) case studies in total, but all case studies can be used for any Response (so one case study can be referenced against one or more Ambitions).
- 9.6.5 Case studies must follow the format set out at Annex D, and be no longer than 3 sides of A4. Text over 3 pages will be disregarded.
- 9.6.6 Case studies which do not satisfy the requirements set out in this section 9.6 will not be considered in evaluation of the Quality Submission.

9.7 Tenderer Mobilisation Programme

- 9.7.1 Tenderers should provide a Tenderer Mobilisation Programme developed in accordance with the template, task list and guidance specified in Annex U (Tenderer Mobilisation Programme).
- 9.7.2 The Tenderer Mobilisation Programme shall be consistent with the Commercial Submission and the Resource Loaded Schedule.
- 9.7.3 The Tenderer Mobilisation Programme shall not be counted in the page limits for the Quality Submission.
- 9.7.4 A Tender Mobilisation Programme which does not satisfy the requirements set out in this section 9.7 will not be considered in the evaluation of the Quality Submission.
- 9.7.5 The Mobilisation Programme will become part of the Contract and will be the Accepted Programme for Phase M of the Services (each as defined in the Contract).

9.8 Commercial Submission

- 9.8.1 Tenderers are required to submit a Commercial Submission in accordance with Annex E.
- 9.8.2 The Commercial Submission should be uploaded to the commercial envelope area of Bravo.

9.9 Form of Tender

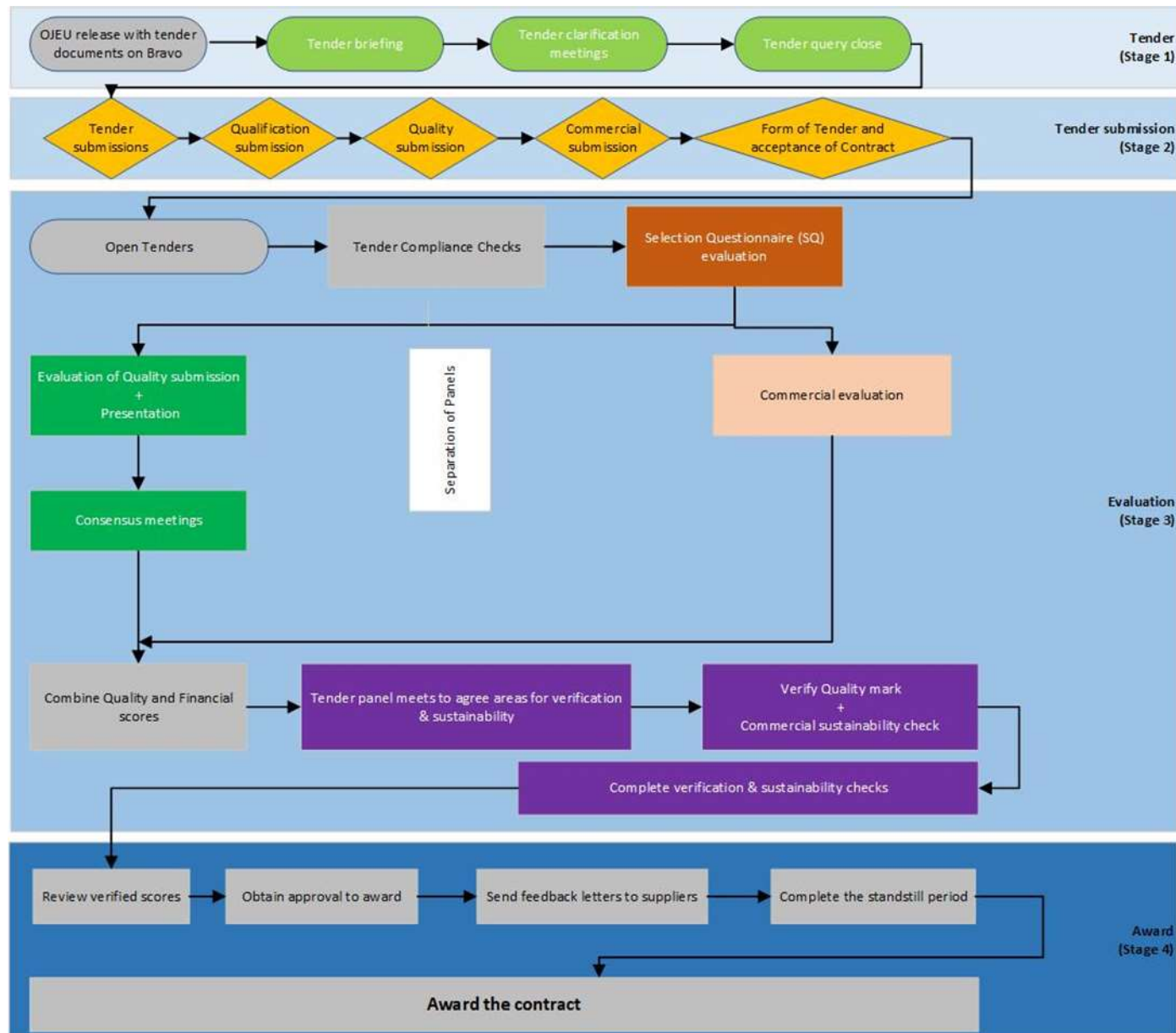
- 9.9.1 The Form of Tender will confirm the Tenderer's acceptance of the Contract.
- 9.9.2 A failure by a Tenderer to submit a completed Form of Tender containing the full and unqualified acceptance of the Contract (including all associated schedules) will result in automatic disqualification of the Tenderer's Tender.

10. Tender Evaluation Procedure

10.1 Tender Evaluation Process

- 10.1.1 The evaluation identifies the most economically advantageous tender by combining the final quality scores and commercial scores in the ratio of 70% (quality) and 30% (commercial) at the Tender stage.
- 10.1.2 The evaluation procedure is described in diagram 1.

Diagram 1 Tender Evaluation Process



Highways
England

Tenderer

Procurement
Team

Quality
panels

Commercial
Evaluation
Panel

Tender Panel

Procurement
& Finance
Panel

10.2 Quality Assessment

- 10.2.1 The evaluation of the Quality Submission will be undertaken by Quality Assessors who will evaluate and score in accordance with the evaluation methodology, as set out in Table 11 of Annex D (for written Responses) and Table 18 of Annex T (for the Presentation).
- 10.2.2 Each Quality Assessor working independently:
- (a) awards a score for each Response based wholly on the contents of the Quality Submission (including the Quality Evidence Submissions, Tender Commitment and Resource Loaded Schedule) and any associated clarifications and responses from the relevant Tenderer made in accordance with the procedures specified in these Instructions. For the avoidance of doubt, scoring of each Response is in the round, and separate scores are not allocated to achievement of any part of an overall Ambition nor to meeting individual Requirements for a Response; and
 - (b) awards a score for the Presentation based on the content of that Presentation (as recorded).
- 10.2.3 Following assessment by the individual Quality Assessors, consensus panel meetings will be held with all Quality Assessors to agree:
- (a) a single score for each Response, and
 - (b) a separate score for the Presentation.
- 10.2.4 Each of the Quality Assessors will present their rationale and scoring. The consensus panel will be chaired and facilitated by the Authority's Procurement Team to support the Quality Assessors in reaching an agreed consensus score and agreeing the rationale for that consensus score. Consensus scores shall override all individual Quality Assessor's scores.
- 10.2.5 Following quality consensus, the final consensus scores and supporting rationale shall be reviewed on an anonymous basis by an independent moderator.
- 10.2.6 The moderator will provide challenge and quality assurance to the final consensus panel outputs to ensure the quality scores and rationale for each Response are in compliance with the scoring criteria and methodology and the criteria have been consistently applied to all Tenderers.
- 10.2.7 The moderator is not permitted to adjust scores in any circumstances.
- 10.2.8 Where the moderator identifies inconsistency of rationale to justify the score and/or potential errors in assessment, the moderator shall provide written comments on their concerns and will require the relevant consensus panel to reconvene and review those concerns.
- 10.2.9 The moderator will attend any reconvened consensus panel to ensure that their concerns are fully understood by the consensus panel.

10.2.10 The consensus panel will then review the consensus score based on the moderator's concerns and where appropriate amend the final consensus score and/or provide additional rationale for the scoring (whether or not amended).

10.2.11 Where a Tenderer has been awarded a consensus score of "0" or "1" for any Response, regardless of its scores for the remaining five Responses, it will be excluded from the Procurement Process and its Tender will not be considered further.

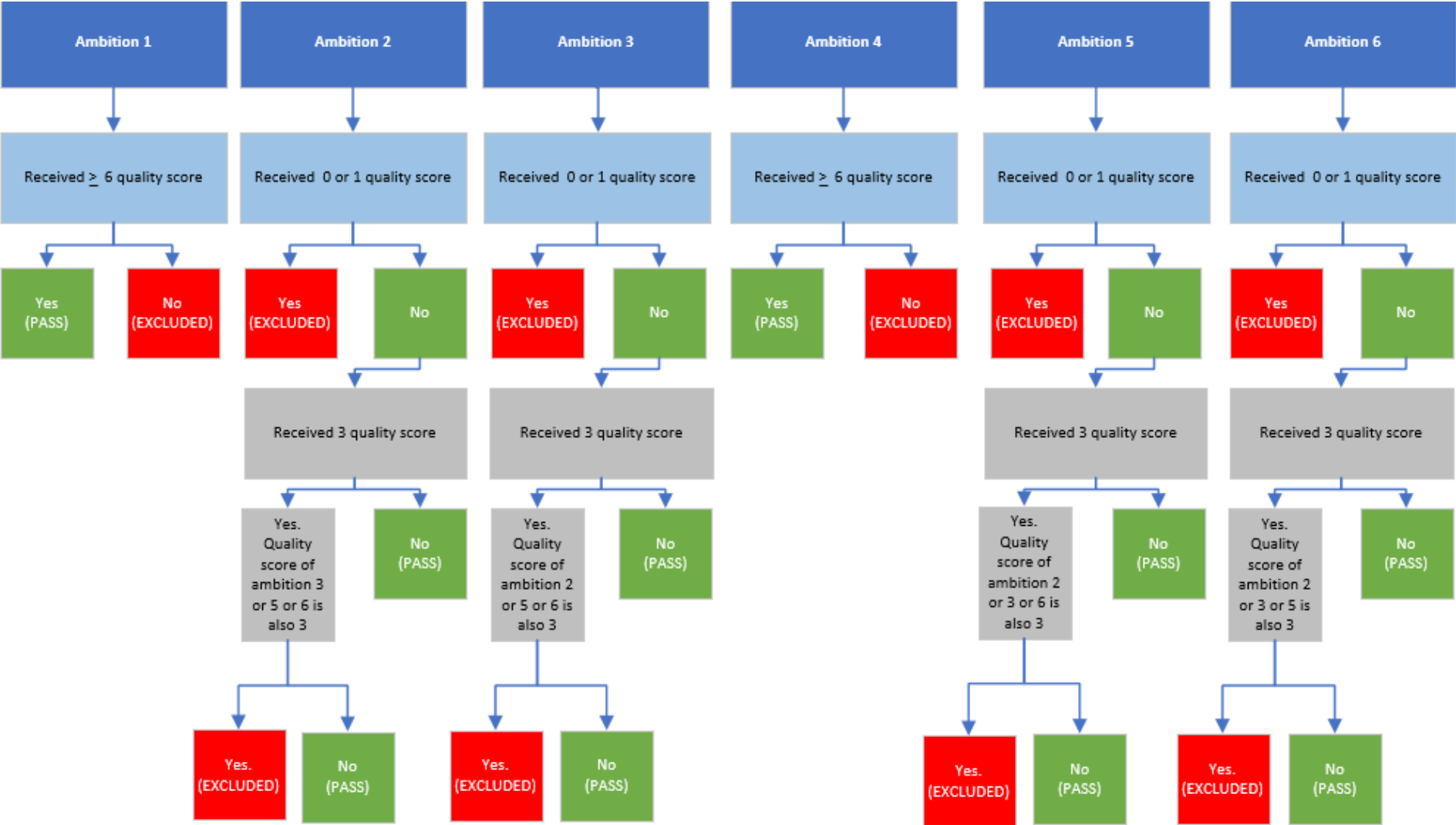
10.2.12 Where a Tenderer's consensus score for any Response is:

- less than a "6" for the Response relating to:
 - Ambition 1 (Leadership, Experience and Behaviour) and/ or
 - Ambition 4 (Delivery and Assurance); or
- A score of three or below on two or more of any of the other remaining Responses.

the Tenderer will be excluded from the Procurement Process, and its Tender will not be considered further. Diagram 2 below shows example quality score scenarios based on the approach set out in sections 10.2.11 and 10.2.12.

10.2.13 The scoring thresholds set out in sections 10.2.11 and 10.2.12 apply to the written Responses only and will not be applied in relation to the consensus score for the Presentation.

Diagram 2– Example Quality Score Flow Chart



10.3 Commercial Submission Evaluation

10.3.1 The Commercial Evaluation Panel evaluates the Commercial Submission and is completely independent of the quality evaluation. The Quality Submission is not shared with the Commercial Evaluation Panel.

10.3.2 The Commercial Submission shall be evaluated in accordance with Annex E. The evaluation methodology scores Tenderer's Commercial Submission by reference to the median price submitted by the Tenderers as set out in more detail in Annex E. Tenderers should note that the application of the formula in paragraph 6.6 of Annex E to different Tenderer's Commercial Submissions mean that it is possible where the price of a Commercial Submission is materially higher or lower than such median, that the Tenderer could be awarded a Commercial Score which is higher than 100% or below zero (0) (i.e. negative). This is intentional and ensures that the effect of a lower or higher price in the Commercial Submission is properly taken into account.

10.4 Sustainability

10.4.1 Once the Tenderer's total Commercial Score has been calculated, it will be combined with the Quality Score. A Tender Panel is then formed, containing quality and commercial assessors.

10.4.2 The Tender Panel will undertake a sustainability assessment which will consider the risk of a Tenderer not achieving the outputs in its Quality Submission. The assessment will look at the following:

Table 7 Sustainability Risk Definitions and Risk Ratings

Low Risk	<ul style="list-style-type: none">• The Commercial Submission and the Quality Submission are aligned, and Office and Business Overheads stated in Annex E Staff Rates are credible
High Risk	<ul style="list-style-type: none">• The Commercial Submission creates significant risk to the Quality Submission, and/or Office and Business Overheads stated in Annex E Staff Rates appear unsustainable; and/or• The value of Pb (being that Tenderer's Total Price as calculated in accordance with Annex E) is 90% or less than the value of Pm (being the median of all Tenderer's Total Prices as calculated in accordance with Annex E) and the Authority has not yet determined in accordance with its procedures that such Tender is not abnormally low.

10.4.3 If the initial assessment is High Risk the Authority reserves the right to investigate further and will hold a formal sustainability meeting with the Tenderer.

10.4.4 If the initial assessment is a Low Risk then no further action is required.

- 10.4.5 Specific areas of concern that contribute to the overall initial risk assessment will be communicated to the relevant Tenderer in advance of the sustainability meeting.
- 10.4.6 The sustainability meeting may take the form of a face-to-face meeting, or a teleconference or video conference.
- 10.4.7 The sustainability meeting will allow the Authority to further understand the Tenderer's Tender in relation to any pre-identified sustainability risks.
- 10.4.8 Following the sustainability meeting the Tender Panel will produce a sustainability report. This will consider the initial risk assessment in accordance with the criteria set out in Table 7 and sustainability meeting findings, substantiated by the explanations given by the Tenderer if necessary, and if the risk rating can therefore be downgraded. The initial risk assessment cannot be upgraded as a result of the sustainability process. This will result in a final recommended position for each Tenderer.
- 10.4.9 If a High Risk is identified, the Authority will inform the Tenderer that the Tender might be an abnormally low Tender.
- 10.4.10 Where the Authority considers that a Tender appears to be abnormally low it may conduct an investigation in accordance with Regulation 69 of the Regulations. The Authority will conduct an investigation in accordance with Regulation 69 if the Tender is more than 25% below the median of the Tender Prices. The Authority reserves the right to undertake such an investigation at any stage during the Procurement Process.
- 10.4.11 Following the conclusion of the abnormally low tender investigation the Tender Panel will make a formal recommendation:
- 10.4.12 Option 1 – the findings of the investigation are such that the Tenderer's risk rating can be downgraded to a low risk in accordance with Table 7, as the Authority has determined that the Tender is not abnormally low; or
- Option 2 – the findings of the investigation are such that the Tender is abnormally low in which case the Authority may exclude the Tenderer from further participation in the competition.

10.5 Final Score

- 10.5.1 Subject to section **Error! Reference source not found.** and **Error! Reference source not found.** above, the Quality Score for the relevant Tenderer is the aggregate of each consensus score determined in accordance with section 10.2, expressed as a percentage of the maximum score of 10, and inserted in the second column of Table 8 below, and adjusted by reference to the relevant weighting in the third column of Table 8. For example, a Tenderer who achieves a consensus score of 9 (Excellent) in respect of "Leadership, experience and behaviour" will achieve a Quality Score for that Response of 90%, which will then have the weighting of 20% applied to it, to receive a weighted score for that Response of 18%. The same will apply for each

Response and the Presentation, giving a maximum aggregate Quality Score of 100%.

Table 8 Quality Score

Quality Submission	Quality Score	Weighting	Weighted Quality Score
Leadership, experience and behaviour		20%	
Presentation		5%	
Integration Partner organisation		10%	
Driving Project Performance		15%	
Delivery and assurance		25%	
Project management office		10%	
Mobilisation		15%	
<i>Quality Score</i>			<i>70%</i>
<i>Commercial Score</i>			<i>30%</i>

10.5.2 The Commercial Score for the relevant Tenderer is the amount calculated pursuant to paragraph 6.6 of Annex E.

10.5.3 In this procurement the Commercial Score (as determined pursuant to paragraph 10.5.2) is given a weighting of 30%, and the Quality Score (as determined pursuant to paragraph 10.5.1) is given a weighting of 70%. The Final Score is the aggregate of the Weighted Quality Score and the Weighted Commercial Score which are calculated as follows:

- (a) Weighted Quality Score = Quality Score x 70%
- (b) Weighted Commercial Score = Commercial Score x 30%.

10.5.4 Note that as the Commercial Score could be less than zero (0) or over 100%, the Weighted Commercial Score may be less than zero (0) or over 30%.

10.5.5 The Successful Tenderer is the Tenderer which achieves the highest Final Score.

10.6 Tender Award Procedure

10.6.1 The Successful Tenderer's financial standing and grounds for mandatory and discretionary exclusion will be re-assessed using the SQ selection criteria for financial standing. Where the Successful Tenderer passes this financial check it will be recommended for Contract Award.

10.6.2 Following approval of the appointment of the Successful Tenderer by the Authority, the standstill procedure below will commence.

10.7 Tender Award and Standstill period

10.7.1 Following business case approval, the Authority will inform the Successful Tender and unsuccessful Tenderers of its decision in accordance with regulation 86 of the Regulations.

10.7.2 The Authority will issue a standstill letter which confirms to Tenderers the outcome of the Procurement Process; provides feedback on their Tender submission; and provides an overview of the winning Tender's key characteristics and relative advantages.

10.7.3 In addition to the feedback provided under Regulation 86, Tenderers may request a face- to- face Tender debrief. Tender debriefs are not to be held until after Contract Award.

10.7.4 On expiry of the Standstill Period, the Successful Tenderer will be issued with the Contract for execution.

10.7.5 The Contract will be executed as a Deed.

10.7.6 Details of the Contract Award will be published in the Official Journal of the European Union.

10.8 Pre-Award checks

The Successful Tenderer must:

10.8.1 Provide evidence that it continues to meet the self-certified statements confirmed at selection stage in the SQ.

10.8.2 Provide confirmation that there has been no change of control or no change in its own economic or financial standing or in that of any of its Consortium Members (if applicable) which means that information submitted by the Tenderer is no longer correct or the Tenderer's ability to perform the Contract no longer meets the requirements of the SQ.

10.8.3 Provide confirmation that there have been no other material changes that could affect the assessment made at selection and/or Tender evaluation stages.

Annex A ITT Document Register

List of Documents with these Instructions for Tenderers

The following documents are available from Bravo.

Volume 0 – Instructions for Tenderers

- Volume 0 - Instructions for Tenderers
- Selection Questionnaire and supporting appendices including
 - Appendix A – E-Procurement Portal User Guide
 - Appendix B – Consortium Arrangements
 - Appendix C – List of Key Subcontractors Relied upon for Selection
 - Appendix D – Self-Cleaning Information
 - Appendix E – Conflict of Interest
 - Appendix F – Health and Safety Response Form
 - Appendix G – Economic and Financial Standing
- Annex P – Key People CV Template
- Annex S – Non-Disclosure Agreement
- Annex U – Tenderer Mobilisation Programme

Volume 1 –Agreement and Conditions of Contract including

- 1A: the Contract
- 1B: Contract Data
- 1C: Z Clauses

Volume 2 Scope & Supporting Documents

- 2A: Scope
- 2B: Scope Annexes
- 2C: Services and Systems Schedules including
 - Systems and Processes Schedules
 - Core Services Schedules
 - Phase Specific Services Schedules

Volume 3 Pricing Documents including

- 3A: Mobilisation Baseline Price Estimate
- 3B: Systems and Processes Lump Sum Baseline Price Estimate
- 3C: Core Services Baseline Price Estimate
- 3D: Phase Services Baseline Price Estimate
- 3E: Staff Rates
- 3F: Summary Price Table

Volume 4 Templates

The following parts of the Tender Documents are included in a form to allow electronic preparation of the information required.

- Form of Tender
- Contract Data Part 2
- Tender Query Form

Annex B Checklist of documents to be returned with the Tender

Tenderers should return the following documents with their Tender. If any element of the Qualification Submission, Quality Submission or the Commercial Submission is missing, then a Tender may be rejected.

Envelope 1-Qualification Submission

Document	No required
Completed Form of Tender	1
Completed Selection Questionnaire	As per guidance in Annex G
Policy Submissions as set out at Annex C	As per guidance in Annex C
Non-Disclosure Agreement (if required)	As per guidance in 5.11
Freedom of Information withholding statement	1

Envelope 2- Quality Submission

As outlined in the table below.

Document	No required
Quality Submission (answering Q1 – 6)	1
Tender Commitments Register	1
Case Studies	6
Organisational Structure Chart	1
CVs for Key People listed at Annex F	7
Resource Loaded Schedule	1
Tenderer Mobilisation Programme	1

Envelope 3- Commercial Submission

As outlined in the table below.

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

Document	No required
Contract Data Part 2 – Partner Data	1
Mobilisation Baseline Price Estimate (priced)	1
Systems and Processes Lump Sum Baseline Price Estimate	1
Core Services Baseline Price Estimate	1
Phase Services Baseline Price Estimate	1
Staff Rates	1
Summary Price Table	1

Any additional documents provided to Tenderers are for information purposes only and solely for the purposes of tendering for the Lower Thames Crossing (LTC) Integration Partner contract. The content of these documents represents the Project's position at the date the document was produced and therefore should not be considered as Highways England's committed position and may be subject to change. For the purposes of submitting a Tender for the Integration Partner, these documents should, however, be used. Any amendments or updates to these documents should only be considered if they have been released by the Procurement Officer in accordance with the Instructions, (including, but not limited to in accordance with paragraph 6.3 of the Instructions.) and expressly stated as superseding this document.

Tenderers are reminded that all documents are confidential, and remain subject to the terms of the Non-Disclosure Agreement and should not otherwise be disclosed to any person without Highways England's express written consent.

Annex C Policy Statement Requirements

Table 9

	Policy	Mandatory requirement?	Refer to	Response Required via
1	Insurance Compliance	Yes	Description in Annex C	Document via Qualification Envelope in Bravo
2	Parent Company Guarantee statement (if necessary)	If necessary	Description in Annex C	Document via Qualification Envelope in Bravo
3	Legal Opinion	If necessary	Description in Annex C	Document via Qualification Envelope in Bravo
4	Confirmation of alternative form of security	If necessary	Description in Annex C	Document via Qualification Envelope in Bravo
5	SME Statement	Yes	Description in Annex C	Document via Qualification Envelope in Bravo
6	Information Assurance	Yes	Description in Annex C and Annex M	Document via Qualification Envelope in Bravo
7	Data Protection / GDPR	Yes	Description in Annex C	Document via Qualification Envelope in Bravo
8	Statement of Tenderer's execution process	Yes	Description in Annex C	Document via Qualification Envelope in Bravo
9	Anti-Collusion Certificate	Yes	Document within Annex Q	Document via Qualification Envelope in Bravo

	Policy	Mandatory requirement?	Refer to	Response Required via
10	Fair Payment Charter	Yes	Document within Annex H	Document via Qualification Envelope in Bravo
11	Anti-bribery Code of Conduct	Yes	Document within Annex I	Document via Qualification Envelope in Bravo
12	Anti-fraud Code of Conduct	Yes	Document within Annex J	Document via Qualification Envelope in Bravo
13	Armed Forces Covenant (Voluntary)	No	Description within Annex C	Document via Qualification Envelope in Bravo

All statements and submissions detailed in Annex C identified as a mandatory requirement in the table above should be submitted as part of the Tender. The Authority reserves the right to exclude a Tenderer from the Procurement Process who fails to provide any of the documents listed as a mandatory requirement in Annex C.

The Tenderer must review the relevant mandatory requirements and answer “Yes” to the corresponding question in the Bravo if applicable.

Further details regarding each policy are set out below

1. Insurance Compliance

- 1.1 The Tenderer must complete the declaration that they hold (or will obtain prior to the times required) the insurances specified in Volume 2 Scope Annex 03, at levels required, before the Tender can be accepted.
- 1.2 The Tender must also confirm that they take responsibility for any insurance matters within the excess amounts stated within their insurance policies.

2. Parent Company Guarantee

- 2.1 The Authority will require a Parent Company Guarantee in respect of either the Tenderer or any Consortium Member, as financial security, if the Tenderer or such Consortium Member fails to meet the thresholds for the economic and financial standing assessment set out in part 3.
- 2.2 Where a Parent Company Guarantee is required, the Authority will apply the economic and financial standing assessment of Annex G – section A to either:
 - (1) the relevant Parent Company; or

- (2) the approved Alternative Guarantor.
- 2.3 If a Parent Company Guarantee is required in respect of the successful Tenderer or any Consortium Member, it shall be entered into by the relevant Parent Company or Alternative Guarantor in favour of the Authority on Contract Award.
- 2.4 The Tenderer shall provide:
- written confirmation that a guarantee in the form of the Parent Company Guarantee will be provided from the relevant Parent Company and/or Alternative Guarantor; and
 - a commitment letter from the relevant Parent Company and/or alternative Guarantor stating that such party will enter into such a guarantee on Contract Award.
- 2.5 If the Tenderer or any Consortium Member, which is required to give a Parent Company Guarantee, is unable to provide a Parent Company Guarantee from any Parent Company, then the relevant entity shall:
- provide a written explanation setting out why it is unable to provide a Parent Company Guarantee from a Parent Company together with any information to support this explanation;
 - specify the identity of a proposed Alternative Guarantor; and
 - provide a commitment letter from the proposed Alternative Guarantor confirming that it will enter into a Parent Company Guarantee.
- 2.6 If a Parent Company or Alternative Guarantor cannot provide a Parent Company Guarantee in the form specified in Annex 12 of the Scope, then the relevant entity shall provide a written explanation setting out why it is unable to provide a Parent Company Guarantee or the propose an alternative form of security, and explaining why this is necessary, together with any information required to support this explanation.
- 2.7 The Authority shall determine, in its sole discretion, whether to accept the Alternative Guarantor proposed under paragraph 2.5 or any amended Parent Company Guarantee or alternative security proposed under paragraph 2.6. In making this determination the Authority may apply such tests as it considers are necessary to ensure that the Alternative Guarantor and/or the provision of an amended Parent Company Guarantee or alternative security means that the relevant Tenderer or Consortium Member has no less economic and financial standing than if a Parent Company that satisfied the economic and financial standing tests had provided the Parent Company Guarantee in the form provided in Annex 12 of the Scope.
- 2.8 Tenderers are advised to contact the Procurement Officer as soon as possible to discuss any proposed Alternative Guarantor, amended Parent Company Guarantee, or alternative security proposed under paragraph 2.6.

3. Legal Opinion

- 3.1 If the Tenderer, a Consortium Member, proposed Parent Company or Alternative Guarantor or provider of alternative security is not a company or other corporate entity incorporated in and subject to the laws of England and Wales (a "Foreign Entity"), then the Tenderer shall be required to provide a legal opinion from an independent

regulated lawyer or law firm, acceptable to the Authority. Please note that a Tenderer shall only be required to submit a Legal Opinion at stage 4, but Tenderers are advised to contact the Procurement Officer as soon as possible if a Legal Opinion will be required to ensure that such a Legal Opinion that meets the Authority's requirements, if required.

3.2 The legal opinion shall be in a form acceptable to the Authority, addressed to the Authority on a full reliance basis and shall confirm as a minimum:

- (1) the capacity and authority of the Foreign Entity to enter into the relevant documents;
- (2) the enforceability of those documents against the Foreign Entity by the Authority;
- (3) that no withholding is required to be made by the Foreign Entity in relation to any monies payable to the Authority under the relevant documents; and
- (4) that the Authority shall not to be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Contract or the Guarantor's entry into the Guarantee.

3.3 the Authority reserves the right to disqualify a Tenderer if a legal opinion does not confirm the points listed in paragraph 3.2 to the satisfaction of the Authority or where such opinion is subject to any assumptions or qualifications which adversely affect the reliance that the Authority can place on such confirmations.

4. Statement regarding Small and Medium Sized Enterprises (SME)

4.1 The Authority is committed to removing barriers to SME participation in its contracts and this includes sub-contracting opportunities, refer to Scope S 829.

5. Statement regarding Information Assurance

5.1 Every Government Department is required to take suitable precautions to safeguard its information. Information Assurance is the confidence that information and communications systems protect the information they handle, and functions as and when they need to under the control of legitimate users.

5.2 Tenderers are to provide a description of their proposals for handling information so that the suitability of their proposed Information Assurance solutions can be assessed. These proposals must be compatible with the Authority's data handling procedures provided in Scope, S512.

6. Statement regarding The General Data Protection Regulation (GDPR)

6.1 Tenderers are to provide a statement signed by their Chief Information Officer confirming the methods and additional procedures they are undertaking to comply with the GDPR obligations under English law in relation to works provided under the Contract.

7. Statement of the Tenderer's execution process

7.1 Tenderers are to provide a statement summarising their process and timescales for executing the Integration Partner Contract and how it can be expedited efficiently

following Contract Award (should they be successful). This time period must not delay the award process timescale. The maximum timescale you will receive from the Authority to formal signed Contracts should be no longer than two weeks.

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

8. The Armed Forces Covenant

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

- 8.2 The Covenant's two principles are that:

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

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

- 8.4 Guidance on the various ways that you can demonstrate your support through the Corporate Covenant is at the Corporate Covenant or please refer to <https://www.armedforcescovenant.gov.uk/> for further details.

- 8.5 This is not a mandatory requirement but, if you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website:

Email Address: covenant-mailbox@mod.uk

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

- 8.6 The above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract Award procedure, or any resulting contract. However, the Authority very much hopes you will want to provide your support.

Annex D Quality Questions Scoring Evaluation Matrix and Quality Submission

1. The Authority has certain Ambitions which it is seeking to achieve through letting the Contract. These Ambitions are set out in column 1 of Table 12 in this Annex D. For each Ambition, the Tenderer must set out their approach to delivering that Ambition, with reference to the Scope ("**Response**").
2. Each Response must meet the Requirements specified in column 2 of Table 12 in this Annex D.
3. Each Response will be scored by reference to the scoring criteria set out in Table 11. The score awarded for each Response shall be weighted in accordance with Table 8, and as specified in column 3 of Table 12. Each Response will be scored as a whole, applying the criteria to whether the approach delivers the whole Ambition stated.
4. Each Response must comply with the page limits referenced in column 4 of Table 12. Any content in excess of the prescribed page limits will be disregarded by the evaluation team.
5. Each Response should be in the form of a methodology setting out how the Ambition will be achieved by reference to the relevant Requirements set out in column 2 of Table 12, and with reference to:
 - a) Quality Evidence Submissions in the form of case studies, CVs, the organisational structure chart and the Tenderer Mobilisation Programme – to provide confidence that the methodology has been successfully tested and/or implemented previously. The approach to case studies is further explained at section 9.6 and a template for preparing case studies is set out in Table 10. The approach to CVs is set out at section 9.5 and the template for CVs is set out in Annex F. The approach to the development of the Tenderer Mobilisation Programme is set out at section 9.7. The extent of Quality Evidence Submissions required to be referred to in relation to each Ambition is set out as one of the Requirements in the second column of Table 12. Quality Evidence Submissions referred to by a Response do not count towards the page count for that Response, and may be referred to in more than one Response.
 - b) Tender Commitments for each Response, Tenderers are required to provide Tender Commitments that in their opinion, will provide value to the Authority in terms of achieving or optimising the relevant Ambition. Tenderers can provide an unlimited number of Tender Commitments per Response in the form of Tender Commitments Register set out in Annex R. Tenderers should be aware that, in accordance with section 8.4 of these Instructions Tender Commitments will be incorporated into the Contract upon award. Tender Commitments which relate to a Response do not count towards the page count for that Response, and may be referred to in more than one Response.
 - c) Resource Loaded Schedule: the Tenderer is required to provide a Resource Loaded Schedule as described in paragraph 9.3.6 and the Response may refer to the Resource Loaded Schedule to evidence the type and level of resources that the Tenderer proposes to utilise. The

Resource Loaded Schedule does not count towards the page count for any Response.

6. The methodology set out in the Response combined with the Quality Evidence Submissions, Tender Commitments and Resource Loaded Schedule should provide the Authority with a level of confidence as to how the relevant Ambition will be achieved, and are factors taken into account in the scoring criteria set out in Table 11.
7. In relation to Ambition 1 only, the scoring is split between a written Response and a Presentation (Leadership, Experience & Behaviours), each of which has different Requirements allocated to them, as set out in Table 12 and Annex T.
8. Information on the Presentation process and Requirements for Tenderers is set out in Annex T.

Table 10: Case study prescribed format

Applicant name:	
Case Study Number:	
Ambitions to which the Case Study relates	
Name of the Organisation	
Title of the comparable project	
Point of contact in the customer organisation	
Position in the organisation	
Email address	
Contract start date	
Contract completion date	
Estimated Contract value	
Role undertaken (i.e. contractor, designer etc.)	
Case study / description of relevant experience.	

<p>Please also provide details of a named contact who will be able to confirm the accuracy of your statement.</p>
<p>If you cannot provide relevant case studies, please provide an explanation for this e.g. your organisation is a new start-up.</p>

Table 11: Written Quality Submission scoring matrix

Banding	Mark	Description
No response	0	A score of 0 will be applied if no Response has been received.
Unsatisfactory	1	<p>An unsatisfactory score will be applied if:</p> <ul style="list-style-type: none"> a. The Response does not set out the approach to delivering the Ambition, or fails to address one or more of the Requirements; or b. The methodology lacks basic explanatory detail; or c. The type and level of resources identified provides unsatisfactory confidence that the solution is deliverable; or d. There is no relevant supporting Quality Evidence Submission; or e. The Tender Commitments lack defined outputs and fail to describe how they will contribute to the achievement of the Ambition. <p>Overall the Response provides the Authority with unsatisfactory confidence that the Ambition will be achieved, in the context of the Scope.</p>
Weak	3	<p>A weak score will be applied if:</p> <ul style="list-style-type: none"> a. The Response sets out the approach to delivering the Ambition and addresses all the Requirements; and b. The methodology is clear but lacks relevant detail; and c. The type and level of resources identified provides limited confidence that the solution is deliverable; and d. Quality Evidence Submissions provided are relevant but do not support the Ambition; and

Banding	Mark	Description
		<p>e. the Tender Commitments contain outputs, but they fail to describe how they will contribute to the achievement of the Ambition.</p> <p>Overall the Response provides the Authority with weak confidence that the Ambition will be achieved, in the context of the Scope.</p>
Good	6	<p>A good score will be applied if:</p> <ul style="list-style-type: none"> a. The Response sets out the approach to delivering the Ambition and addresses all of the Requirements; and b. The methodology is clear and includes relevant detail in all but some minor areas; and c. The type and level of resources identified provides good confidence that the solution is deliverable; and d. Quality Evidence Submissions provided are relevant and support the Ambition; and e. Tender Commitments include defined outputs, and support the delivery of the Ambition. <p>Overall, the Response provides the Authority with good confidence that the Ambition will be achieved, in the context of the Scope.</p>
Very Good	9	<p>A very good score will be applied if:</p> <ul style="list-style-type: none"> a. The Response sets out the approach to delivering the Ambition and addresses all the Requirements; and b. The methodology is clear and provides a high degree of detail; and c. The type and level of resources identified provides very good confidence that the solution is deliverable; and d. Quality Evidence Submissions provided are relevant, and it is clear how challenges, issues and lessons learnt set out in any case studies relied upon are transferable and specifically applicable to achieving the Ambition; and e. The Tender Commitments include defined outputs and support the delivery of the Ambition. <p>Overall the Response provides the Authority with very good confidence that the Ambition will be achieved, in the context of the Scope.</p>
Excellent	10	<p>An excellent score will be applied if:</p> <ul style="list-style-type: none"> a. The Response satisfies heads (a) to (d) of the criteria set out above for a Very Good score; and b. The Tender Commitments include defined outputs and fully optimise delivery of the Ambition. <p>Overall the Response provides the Authority with excellent confidence that the Ambition will be achieved, in the context of the Scope.</p>

Structure of Integration Partner Quality Submission

Table 12 is set out as follows:

- **Column 1** of the table lists the Ambitions.
- **Column 2** of the table sets out the Requirements to be addressed in each Response.
- **Column 3** of the table lists the weighting for each Response has.
- **Column 4** of the table lists the page limit requirements for each Response.

Table 12 - Structure of Integration Partner Quality Submission

Ambition	Requirements	%	Page Limit
1. Leadership, Experience and Behaviour An outcome where the Integration Partner enables the delivery of high performance within the Integrated Client Team and within the Project Contracts. Leadership that has the experience, capability and behaviours to retain and drive high performing teams that are aligned against the project culture and objectives.	Part 1: The Response must include: -	20	12
	1. Experience and capability of key resource including the approach to selection, retention and succession strategy for the leadership team during the project life cycle		
	2. Approach to leadership which enables efficient decision making including owning and implementing client decisions		
	3. How high performing behaviours are embedded into the leadership team and the wider Integrated Client Team, with particular emphasis on how this will be established during the Mobilisation phase.		
	4. Reference to the Resource Loaded Schedule and the Quality Evidence Submissions in the form of case studies, CVs and an organisational structure chart.		

	Part 2: for the Presentation: please see Annex T.	5	n/a
2. Integration Partner Organisation An outcome where the Integration Partner has an embedded resilient organisation that can effectively respond to the changing requirements of the Project within each phase. An organisation that can balance the need to achieve overall Project objectives set out in the Scope, with the challenge to deliver the Integration Partner services within the Baseline Price Estimate.	The Response must include: 1. Highly capable teams which can maintain and sustain the required capability, capacity and skills for all Services throughout the duration of the Project. 2.. Proposed organisational structure and how that will deliver lean and efficient Services. 3. Approach to collaboration within the Integrated Client Team and with the Project Contractors. 4. Approach to meeting the Baseline Price Estimate over the duration of the Contract 5. Reference to the Resource Loaded Schedule and Quality Evidence Submissions in the form of relevant case studies, CVs and an organisational structure chart.	10	8
3. Driving Project Performance An outcome where the Integration Partner uses the KPIs to improve their performance under the Contract and the performance of the Project as a whole throughout the life cycle of the Project.	The Response must include: 1. With reference to the Client KPIs set out in the Incentivisation Schedule, include how you would review effectiveness of the Client KPIs at each review point and ensure that the data informing the Client KPIs is transparent and accurate. 2. How the Client KPI data will be used for lessons learnt and to continuously improve performance throughout Project life cycle 3. Identification of three key performance indicators (additional to the Client KPIs) which meet the	15	8

	<p>Tenderer KPI Requirements and that provide aligned incentives and reduce risk in delivery for the Integration Partner, the Integrated Client Team and with those Project Contractors.</p> <p>4. Reference to the Resource Loaded Schedule and Quality Evidence Submissions including at least relevant case studies.</p>		
<p>4. Delivery and Assurance</p> <p>A Project Quality Management System (QMS) which ensures the Project Contractors Scope obligations and the Services are fully assured and delivered, whilst also ensuring that Highways England remains compliant with its obligations under the Development Consent Order or other obligations it may have entered into.</p> <p>An outcome where the Integration Partner seeks out schedule opportunities to create efficiency in delivery and works collaboratively with the Project Contractors to realise those opportunities.</p>	<p>The Response must include: -</p> <ol style="list-style-type: none"> 1. How you will ensure schedule opportunities are identified and realised including how you would implement measures to de-risk the schedule. 2. Your approach to the design and embedding of the Project QMS system which provides consistent assurance across all of the project contractor's obligations 3. How the Project QMS system can, with a high level of confidence, demonstrate that the project requirements have been met and the approach to reducing the number of Non-Conformities and increasing the number of Preventative Actions to ensure appropriate assurance. 4. The use of the latest technology to build a flexible, efficient and integrated QMS system. 5. Reference to the Resource Loaded Schedule and the Quality Evidence Submissions including at least relevant case studies and CVs. 	25	12

<p>5. Project Management Office</p> <p>An outcome where the Integration Partner collates and maintains a single source of data using systems and processes which validate and assure the information from the Project Contractors and the Ancillary Contractors to ensure that it accurately reflects performance in easily accessible live reports.</p> <p>An integrated project controls service which manages cost, program and risk by identifying leading indicators and using experience to provide advice and recommendations which creates time for the Authority to take and implement decisions.</p>	<p>The Response must include:</p> <ol style="list-style-type: none"> 1. Approach to integration of data across several complex contracts to allow analysis of different sets of data to validate progress and provide robust forecasts of defined costs for financial reporting. 2. Approach to providing automated processes and controls including compatibility of proposed Integration Partner systems with Highways England systems, approach to integration of the systems and how they will adapt to change over the duration of the Services 3. Approach to providing Intelligence lead review, analysis and recommendations to reduce risk, founded in data and based on experience 4. Reference to the Resource Loaded Schedule and the Quality Evidence Submissions including at least relevant case studies and CVs. 	10	10
<p>6. Mobilisation</p> <p>An outcome where the Integration Partner successfully mobilises the systems ready for operation and transitions all required services and data sets.</p> <p>An Integration Partner that mobilises the right resources at the right times and sets the foundations for successful delivery by having in place agreed plans for all the component parts of the Integration Services as listed at P3-15 of the SQ.</p>	<p>The Response must include: -</p> <ol style="list-style-type: none"> 1. How systems and processes will be commissioned and embedded during the Mobilisation Phase (which is capped at 6270 person days) including management of key risks. 2. How value will be delivered through an efficient and effective mobilisation phase including transfer of knowledge from previous projects and the approach to ensuring that a high quality mobilisation creates value during the subsequent delivery phases 3. Approach to developing and agreeing the plans for the Integration Services for the subsequent phases of the Contract 	15	8

	<ul style="list-style-type: none"> 4. Approach to the transition of services and data from the Technical Partner including management of key risks during handover 5. Reference to the Tenderer Mobilisation Programme and the Quality Evidence Submissions including identified activities, type and quantity of resources and durations and relevant case studies and CVs. 		
			Total: 58

Annex E Commercial Submission

5. The Commercial Workbook

- 5.1 Tenderers are to complete the Commercial Workbook in accordance with the information and guidance notes provided within the Commercial Workbook on Bravo.
- 5.2 Tenderers must price all items, rates and percentages in the Commercial Workbook. The Commercial Workbook is incorporated into the Contract as the Pricing Schedules at Volume 3C.
- 5.3 The Commercial Workbook is in the form of five spreadsheets (Annex A-E), including separate tabs to be completed by the Tenderers for the Commercial Submission:

5.4 Annex A: Mobilisation Baseline Price Estimate

- Annex A contains the resources and build-up for the Mobilisation Phase:
 - the Lump Sums; and
 - the Time Charges

for all the Mobilisation Activities in the Mobilisation Phase. Time Charges are determined using the Staff Rates stated in Annex E of the Commercial Workbook. These amounts are used in LTC Integration Partner Summary Price Table as described below to determine the Baseline Price Estimate for all Mobilisation Activities in the Mobilisation Phase.

- The Mobilisation Phase Lump Sums and Time Charges in Annex A of the Commercial Workbook exclude profit. The associated profit for the Mobilisation Phase is the fixed Mobilisation Profit stated in LTC Integration Partner Summary Price Table .

5.5 Annex B: Systems and Processes Lump Sum Baseline Price Estimates

- Annex B contains the resources and pricing for the Systems and Processes for each Delivery Phase. These consist of lump sums and any people costs to maintain or configure the systems using the Staff Rates stated in Annex E of the Commercial Workbook. These amounts are the Baseline Price Estimates used in LTC Integration Partner Summary Price Table for Systems and Processes.
- The Lump Sums in Annex B exclude profit. The associated profit for Lump Sums is the Lump Sum instructed through a Task Order multiplied by the Profit Percentage stated in LTC Integration Partner Summary Price Table.

5.6 Annex C: Core Services Baseline Price Estimates

- Annex C contains the resources and pricing of the target costs for each of the Core Services in each Delivery Phase, using the Staff Rates stated in Annex E of the Commercial Workbook. These amounts are the Baseline Price Estimates used in LTC Integration Partner Summary Price Table for the Core Services.
- The Staff Rates in Annex C exclude profit. The associated profit for the Time Charges is the Time Charge (using Staff Rates) instructed through a Task Order multiplied by the Profit Percentage stated in LTC Integration Partner Summary Price Table.

5.7 Annex D: Phase Services Baseline Price Estimates

- Annex D contains the resources and pricing for each of the Baseline Price Estimate Target Costs for each of the Phase Services in each of the Delivery Phases, using, where relevant, the Time Charges stated in Annex E of the Commercial Workbook tendered for non-Staff resource. These amounts are the Baseline Price Estimates used in LTC Integration Partner Summary Price Table for each Phase of the Integration Services.
- The Staff Rates in Annex D of the Commercial Workbook exclude profit. The associated profit for the Time Charges is the Time Charge (using Staff Rates) instructed through a Task Order multiplied by the Profit Percentage stated in LTC Integration Partner Summary Price Table.

5.8 Annex E: Staff Rates

Annex E contains the build-up of the daily Staff Rates for each of the nine categories of Staff (whether an employee of the Consultant or of a Subconsultant or a subcontractor), for any of the Tenderer's offices within the UK, Tenderer's offices outside the UK and offices provided by the Authority. The build-up of the Staff Rates required in Annex E must set out all types of associated overhead, non-productive costs including the costs of managing and administering the Contract, employee costs etc. so that the Staff Rate is an "all-inclusive" rate. All Staff are allocated to the appropriate category set out in the role descriptions within Annex E.

- The Staff Rates in Annex E are each a daily rate. For whole hours worked less than 8 hours in any calendar day, the Time Charge is determined pro-rata based on the number of hours worked (rounded to the nearest half-day).
- The Staff Rates in Annex E exclude profit.
- The associated profit for Staff is the Staff Rates multiplied by the Profit Percentage stated in LTC Integration Partner Summary Price Table.

6. Evaluation of the Commercial Submission

6.1 LTC Integration Partner Summary Price Table details the outputs the Commercial Workbook and determines the amounts to be used for evaluation of the Commercial Submission.

- (1) Tenderers must insert into LTC Integration Partner Summary Price Table the amount which is the aggregate of the tendered amounts in the relevant cells indicated below of Annexes A to E of the Commercial Workbook for each of the following:
 - summary total from workbook Annex A Mobilisation Activities Baseline Price Estimate, tab Mobilisation Cost Summary, cell D8;
 - summary total from workbook Annex B Systems and Processes Lump Sum Baseline Price Estimates, tab Systems Summary, cell E9;
 - summary total from workbook Annex C Core Services Baseline Price Estimates, tab Core Services Summary, cell E8; and

- summary total from workbook Annex D Phase Services Baseline Price Estimates, tab Phased Services Summary, cell E9.

(2) Mobilisation Profit for the Mobilisation Activities in the Mobilisation Phase

Tenderers should note that the Mobilisation Profit for the Mobilisation Activities in the Mobilisation Phase is a fixed amount and not a percentage of the Baseline Price Estimate for these activities.

(3) the Profit Percentage used to determine the Profit Element for all Core Services, Phase Specific Service and Systems and Processes.

6.2 The Baseline Price Estimate for all Mobilisation Activities in the Mobilisation Phase stated in The LTC Integration Partner Summary Price Table provided on Bravo, is not evaluated.

6.3 The Baseline Price Estimates for each of the categories listed in paragraphs 6.1 (1), bullets 2, 3 and 4 to (3) are evaluated.

6.4 The amounts tendered for the Profit Element for Core Services, Phase Specific Services and Systems and Processes are evaluated.

6.5 The LTC Integration Partner Summary Price Table provided on Bravo, calculates an amount which is the aggregate of the evaluated Profit Elements and Baseline Price Estimates referred to in paragraphs 6.3 and 6.4. This aggregated amount is the amount stated at Total Price to Evaluation and is the amount to be inserted as the Tender price ("Pb") in the formula set out at paragraph 6.6.

6.6 The Commercial Score is calculated using the following formula:

$$\text{Commercial Score} = 50 * [1 - (4 * (Pb - Pm) / Pm)]$$

Where:

Pb	is the aggregate of the evaluated Profit Elements and Baseline Price Estimates for the Tender stated at Total Price to Evaluation in LTC Integration Partner Summary Price Table
Pm	is the median of the values of Pb calculated for each Tender which has not been excluded in accordance with section 10.4. For the avoidance of doubt where there is an even number of such Tenders and therefore there is not a single value of Pb which is the median, the median value of Pb shall be the mean of the two middlemost values of Pb where the value of Pb are ordered by value.

The Authority notes that a low Tender price compared to the median price may lead to a Commercial Score in excess of 100%. Whilst this is intentional, Tenderers should note that the Authority reserves the right to exclude abnormally low tenders in accordance with paragraph 10.4. A high Tender price compared to the median price may lead to a negative Commercial Score, this is also intentional and ensures that due weight continues to be placed on pricing which is materially higher than the median score. For the avoidance of doubt, this means that the Weighted Commercial Score calculated in accordance with section 10.5.3 could be greater than 30% or less than 0%.

Table 13 – Not Used

Annex F Key People Schedule and organisational structure chart

For the purposes of this Annex F, Tenderers are to put forward named individuals who will be leading the Contract in the posts required in Table 14.

Key People

Tenderers should identify the key people for the listed posts, and the minimum period that they will be available to participate in the Contract.

Table 14: Key People

Key People Post	Short Description	Name
Integration Partner Director	The individual that leads the commission on behalf of the Integration Partner	
Quality Management Service Line Lead	The individual that leads the delivery of the services required by Scope CS6 as set in 205.5	
Consents Management Lead	The individual that leads the delivery of the services required by Scope PS3 as set in 205.6	
PMO and IPC Service Line Lead	The individual that leads the delivery of the services required by Scope CS3 as set in S205.5	
Project Information System Lead	The individual that leads the delivery of systems and processes required by Scope SP1 as set out in S205.4	
Construction Delivery and Interface Management Lead	The individual that leads the delivery of the services required by Scope PS9 as set out in S205.6	
Testing and Commissioning Lead	The individual that leads the delivery of the services required by Scope PS11 and PS12 as set out in S205.6	

Organisational Structure Chart

Please prepare a structure chart including the posts set out in the Key People chart above and the indicating the capacity of the teams each of the Key People will be working with, at managerial and operational level.

Annex G Guidance and Assessment of Selection questionnaire.

Table 15 summarises how each part of the SQ needs to be completed, and by whom. Appendices referred to in this Annex G are appendices to the SQ and are available on Bravo.

Table 15 – Selection Questionnaire Requirements

Part 1	Applicant Information	To be completed by
P1-1	Information for completing your response	A separate Part 1 response and a separate Part 2 response should be completed by: 1. The Tenderer and (if applicable) 2. any Consortium Members; and 3. Any Key Subcontractor
P1-2	Your Information	
P1-3	Bidding Model	
P1-4	Declaration	
P1-5	Constructionline	
Part 2	Grounds for exclusion	
P2-2	Grounds for mandatory exclusion	
	Mandatory exclusion self-cleaning	
P2-3	Non-payment of tax and social security contributions	
P2-4	Grounds for discretionary exclusion	
	Discretionary exclusion self-cleaning	
P2-5	Conflict of interest	
Part 3	Supplier Information	To be completed by
P3-2	Non-collusion statement	A separate Part 3 response should be completed by: 1. the Tenderer; and (if applicable) 2. any Consortium Member
P3-3	Health & Safety	
P3-4	Equal Opportunity & Diversity	
P3-5	Environmental Management	
P3-6	Quality Management Policy and Capability	
P3-7	Building Information Modelling, Policy and Capability	
P3-8	Asset Management	

P3-9	Modern Slavery	
P3-10	Approach to payment of supply chain	
P3-11	Skills and Apprentices	
P3-12	Economic and Financial Standing	
P3-13	Insurance	
P3-14	Project Bank Account	
P3-15	Capacity and Capability	<p>This section is to be completed by the Lead Applicant considering the capacity and capability considering either:</p> <ul style="list-style-type: none"> - As a single supplier and their key subcontractors, if bidding as a single entity - As a lead bidder, consortium members/ joint venture partners and key subcontractors, if bidding as a joint venture

Part 1 of the SQ (Potential Suppliers Information)

1. Part 1 Information (P1-1)

- 1.1 Part 1 of the SQ contains questions relating to organisational details, the bidding model and subcontracting arrangements.

2. Your Information (P1-2)

- 2.1 This part of the SQ requires you to submit information regarding your organisation. You may need to refer to the European Union definition of a Small or Medium Enterprise (see link here) and to the guidance on Persons of Significant Control (see link here).

3. Bidding Model (P1-3)

- 3.1 This part of the SQ asks for details of the proposed bidding model, including any Consortium arrangement (where applicable) and Key Subcontractors (where applicable).
- 3.2 Questions relating to any Consortium arrangement shall only appear where Applicants indicate they are bidding as a Consortium. Details of the Consortium arrangement must be provided using the form provided in Appendix B (Consortium Arrangement) of the SQ.
- 3.3 Questions relating to Key Subcontractors shall only appear where Applicants indicate they have relied on Sub-contractors.
- 3.4 Details of the Key Subcontractors must be provided using Appendix C (List of Key Subcontractors Relied on for Selection) of the SQ.
- 3.5 The Applicant shall be responsible for uploading their Consortium Members' responses and their Key Subcontractors responses to Parts 1, 2 and 3 of the SQ (as required by Table 15 of this document) within this part of the SQ.

Declaration (P1-4)

3.6 This part of the SQ requires you to make a declaration regarding:

- (1) the accuracy and completeness of your SQ responses; and
- (2) commitment to providing additional evidence to support your SQ responses where requested by the Authority.

Constructionline (P1-5)

3.7 The SQ complies with PAS 91: 2013+A1:2017, the Construction Design Management Regulations 2015 and the Public Contract Regulations 2015 (see links in Definitions section). This enables you to gain exemptions for some questions by providing information, such as Constructionline registration details and / or independent third-party certificates of compliance.

3.8 If you plan to use a Constructionline (CL) registration to gain exemptions, you must be the entity completing the SQ. It is your responsibility to ensure that your CL registration as a Silver or Gold member (minimum) is complete and up to date. Membership and information held on CL will be verified.

3.9 For clarity, you must be registered for the PAS 91:2013+A1:2017 standard. We will not accept exemptions if you are registered under PAS91: 2013 standard.

3.10 If any element of your CL account has not been verified, you must complete the relevant sections of the SQ.

3.11 If you are not registered on CL you will need to complete the SQ in its entirety within Bravo.

3.12 If you are registered on CL as a Silver Member (Level 2) you may claim exemptions from answering questions within:

- Part 2 Grounds for Mandatory and Discretionary exclusion (P2-2 and P2-4).

In addition, if you are registered and verified on CL as a Gold Member (Level 3) or Platinum Member (Level 4) you may also claim exemptions from answering questions within:

- Part 3 Health & Safety Policy and Capability (P3-3);
- Part 3 Equal Opportunities and Diversity Policy and Capability (P3-4);
- Part 3 Environmental Management Policy (P3-5) ;
- Part 3 Quality Management Policy and Capability (P3-6); and
- Part 3 Building Information Modelling (BIM) Policy and Capability (P3-7).

If you claim an exemption related to CL and, at the time of evaluation, your account or the relevant information stored there is invalid/out of date/incomplete, then you may receive a 'Fail' for that section and your submission may not be evaluated further.

Part 2 of the SQ (Exclusion Grounds)

Part 2 Information (P2-1)

Part 2 of the SQ enables you to self-certify that there are no mandatory / discretionary grounds for exclusion.

Grounds for Mandatory and Discretionary Exclusion (P2-2 to P2-4)

- 3.13 You should refer to Regulation 57 of the Regulations before completing these parts, which sets out the detailed grounds for mandatory and discretionary exclusion (see link here for guidance). If you answer “No” to every question this shall be marked as a “Pass”. If you answer “Yes” to a question then this shall be marked as a “Fail” unless you can satisfy the Authority that appropriate self-cleaning action has been taken in accordance with paragraphs 3.14 - 3.22.

Self-Cleaning

- 3.14 In accordance with Regulation 57 of the Regulations, if you have breached certain exclusion grounds, you have an opportunity to explain how and what actions have been taken to rectify the situation (referred to as ‘self-cleaning’).
- 3.15 You are permitted to provide evidence of self-cleaning, using Appendix D (Self-Cleaning Information), if you answer ‘Yes’ to certain questions within the mandatory and discretionary exclusion parts of the SQ.
- 3.16 The evidence of self-cleaning must include:
- (1) a summary of the circumstances; and
 - (2) remedial action that has taken place subsequently that effectively “self-cleans” the situation.
- 3.17 You are required to demonstrate that remedial action has been taken, to the satisfaction of the Authority, and in accordance with Regulation 57 of the Regulations.
- 3.18 If the Authority considers the remedial action taken to be insufficient (taking into account the particular circumstances of the ground for exclusion and the proposed self-cleaning), it may exclude the Tenderer from the Procurement Process, awarding a “Fail” for this section, and shall provide the Tenderer with a statement of the reasons for that decision. In respect of questions P2-4a-vii and P2-4a-viii the Tenderer shall only be excluded if there are no other means to ensure the Authority’s compliance with its duty to treat all economic operators equally.

Conflicts of Interest (P2-5)

- 3.19 Where a conflict of interest exists, or may arise, it is your responsibility to inform The Authority, providing details using Appendix E (Conflict of Interest).
- 3.20 You must explain:
- (1) the conflict of interest or potential conflict of interest; and
 - (2) measures that you propose to implement to mitigate, remove or manage the conflict of interest.
- 3.21 The Authority reserves the right to require you to address a conflict of interest where the Authority deems a conflict of interest may exist.
- 3.22 You are required to demonstrate that you have mitigated, removed or managed the conflict of interest to the satisfaction of The Authority and in accordance with Regulation 24 of the Regulations, in order to be awarded a “Pass” for this section.
- 3.23 If the Authority considers the remedial action taken to be insufficient (taking into account the particular circumstances of the discretionary ground for exclusion and the proposed self-

cleaning), it may exclude the Tenderer from the Procurement Process, awarding a “Fail” for this section, and shall provide the Tenderer with a statement of the reasons for that decision. In respect of questions P2-4a-vii and P2-4a-viii of the Selection Questionnaire the Applicant shall only be excluded if there are no other means to ensure the Authority's compliance with its duty to treat all economic operators equally.”

Part 3 of the SQ (Selection Questions)

Part 3 Information (P3-1)

3.24 Part 3 of the SQ contains questions related to suitability for the Lower Thames Crossing Integration Partner Contract in respect of:

- (1) economic and financial standing; and
- (2) technical and professional ability.

Non-Collusion (P3-2)

3.25 This part of the SQ asks you to confirm you understand and have not breached any of the principles of non-collusion

3.26 The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to The Authority and without prejudice to any criminal liability which such conduct by an Applicant may attract) any Tenderer who, in connection with this SQ:

- (1) enters into any agreement or arrangement with any other Tenderer or Consortium Member or any member of their supply chain to the effect that they shall refrain from making a SQ response;
- (2) causes or induces any person to enter such agreement as is mentioned in the preceding paragraph; and/or
- (3) offers or agrees to pay, or give or does pay, or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other SQ response.

Health & Safety Policy and Capability (P3-3)

3.27 This part of the SQ aligns to the PAS91:2013 + A1: 2017 standard.

Equal Opportunities and Diversity Policy and Capability (P3-4)

3.28 This part of the SQ aligns to the PAS91:2013 + A1: 2017 standard.

Environmental Management Policy and Capability (P3-5)

3.29 This part of the SQ aligns to the PAS91:2013 + A1: 2017 standard. You may wish to refer to the European Commission guidance on the Eco-Management and Audit Scheme (EMAS) for this part (see link here).

Quality Management Policy and Capability (P3-6)

3.30 This part of the SQ aligns to the PAS91:2013 + A1: 2017 standard.

Building Information Modelling (BIM) Policy and Capability (P3-7)

- 3.31 This part of the SQ aligns to the PAS91:2013 + A1: 2017 standard. This enables Applicants to submit previously compiled responses to these questions. You may wish to refer to the guidance on BIM Level 2 for this part (see link here).

Asset Management (P3-8)

- 3.32 This part of the SQ requires you to confirm whether you hold an applicable ISO 55001:2014 certification or can demonstrate an equivalent asset management capability.

Modern Slavery (P3-9)

- 3.33 This part of the SQ must be read in conjunction with Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 and Procurement Policy Note – Tackling Modern Slavery in Government Supply Chains: PPN 05/19 (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/833280/Modern_Slavery_PPN_05_19_FINAL.docx.pdf) prior to answering questions within this section.
- 3.34 If the Tenderer, any Consortium Member and/or any Key Subcontractor has not complied with section 54 of the Modern Slavery Act, 2015, and does not offer an adequate explanation as to how this might be remedied, the Authority reserves the right to exclude them from the Procurement Process.

Approach to Payment of Supply Chain (P3-10)

- 3.35 This part of the SQ relates to the requirements set out in Procurement Policy Note 04/19 (see link here) and Procurement Policy Note 01/18 (see link here). Applicants may wish to read the Procurement Policy Notes and guidance for context.

Skills and Apprentices (P3-11)

- 3.36 This part of the SQ relates to the requirements set out in Procurement Policy Note 14/15 (see link here). Applicants may wish to read the Procurement Policy Note for context.

Economic and Financial Standing (P3-12)

- 3.37 The economic and financial standing assessment process is designed to take an informed view of your financial status in the context of the country, market and category that you sit within.
- 3.38 The assessment will be undertaken on each Tenderer, each Consortium Member and any Guarantors, where applicable.
- 3.39 The assessment will consist of a) Turnover test b) Ratio analysis on your audited financial statements and c) Dun & Bradstreet (D&B) comprehensive report.
- 3.40 Turnover test: The turnover test will assess the significance of the Contract to you. You shall provisionally:
- (1) pass this test, where your turnover (for each of your last three years of audited financial statements) exceeds the threshold stated in Table A-1 below;
 - (2) fail this test, where your turnover (for each of your last three years of audited financial statements) is equal to or less than the threshold stated in Table A-1 below,

Table A-1: Turnover thresholds

Turnover threshold	>£35m
Test applied to	Each of last 3 years of audited financial statements

3.41 Ratio analysis:

- (1) The ratio analysis will assess your financial robustness to fulfil your obligations under the Contract. The following four ratio analyses will be undertaken, using the information (inserted by you in the Table at Appendix G to the SQ) from your audited financial statements:
 - (a) Test b (1): Current ratio (current assets/ current liabilities)
 - (b) Test b (2): Total Liabilities/Shareholder Funds ratio (total liabilities/ shareholders net worth)
 - (c) Test b (3): Profit before tax as % of turnover (PBT / turnover)
 - (d) Test b (4): Finance cover ratio (EBIT/ net interest)
- (2) You shall provisionally pass Test b (1), b (3) and b (4) where your calculated ratios exceed the required thresholds as stated in Table A-2 below.
- (3) You shall provisionally pass Test b (2) where your calculated ratio does not exceed the required threshold as stated in Table A-2 below.
- (4) Otherwise, you shall provisionally fail the relevant ratio analysis.

Table A-2: Thresholds for ratio analysis

Test	Test b (1) Current ratio	Test b (2) Total Liabilities/Shareholder Funds	Test b (3) Profit before Tax as % turnover	Test b (4) Finance cover
Calculated	Current assets / Current liabilities	Total liabilities / Shareholders net worth	PBT / Turnover	EBIT / net Interest Payable and similar charges
Required Threshold	>1	<3	>2%	>2
Test applied to:	Latest audited financial statement	Latest audited financial statement	Each of last 3 years of audited financial statements	Each of last 3 years of audited financial statements

3.42 Dun & Bradstreet (D&B) comprehensive report: The D&B risk indicators consider financial and other key strategic activities to provide a view on your financial robustness. You shall:

- (1) provisionally pass this test if your D&B Risk Indicator is less than 3;

- (2) provisionally fail this test, if your D&B Risk Indicator is equal to or greater than 3.

3.43 Assessment methodology

An overall pass/fail for the economic and financial standing assessment shall be determined by the Authority based upon:

- (1) the extent to which the Tenderer and any Consortium Member has passed or failed the required thresholds for turnover, the ratio analyses as calculated in test b (1) to b (4) and the D&B Risk Indicator;
- (2) an assessment by the Authority of any explanations and mitigating information that you have provided in respect of a fail on one or more of the above test;
- (3) an assessment by the Authority of any financial security such as a Parent Company Guarantee or alternative guarantee or security that you have agreed to provide in accordance with paragraph 2 of Annex C;
- (4) any information that has been made publicly available since your last published financial statements, such as official profit warnings; regulatory investigations; and
- (5) an assessment by the Authority of a signed declaration from your board or a nominated director stating that you are not aware of any information or changes since the date of the audited financial statements which would materially affect the economic and financial standing assessment.

3.44 The Authority reserves the right:

- (1) to apply the economic and financial standing assessment requirements to the Parent Company of the Applicant and the Parent Company of the Tenderer, and any Consortium Member, where a Parent Company Guarantee is provided as financial security; and
- (2) where any Parent Company fails the economic and financial standing assessment, to seek an alternative form of guarantee and / or security.

3.45 The Authority reserves the right, at its sole discretion, to determine whether to change:

- (1) a provisional fail into a pass using any mitigating information that you have provided; and / or
- (2) a provisional pass into a fail using any information that has been made publicly available since your last published financial statements, such as official profit warnings; and an assessment of the signed declaration from your board or a nominated director.

3.46 For the economic and financial standing assessment, you shall be required to provide:

- (1) your audited financial statements for each of the last three years;
- (2) your calculated answers and derivations for turnover and ratio analysis test of the economic and financial standing assessment using Appendix G to the SQ;
- (3) clear reference to the source location of data that has been used in the calculations and is required for The Authority to understand your calculated answers;
- (4) copies of this source data and any relevant documents that have been referenced;

- (5) any mitigating information / explanations that you wish the Authority to take into consideration for the financial standing assessment; and
- (6) a signed declaration from your board or a nominated director that you are not aware of any information or changes since the date of the audited financial statements which would materially affect the economic and financial standing assessment.

Insurance (P3-13)

- 3.47 You should indicate your understanding of the specific insurance requirements detailed in the SQ on Bravo. If successful you will be expected to hold the required insurances appropriate prior to the Contract Award.

Project Bank account (P3-14)

- 3.48 The Authority shall use a project bank account for the Integration Partner Contract. You are required to provide a commitment within this part of the SQ to use the project bank account for the Integration Partner Contract and for payment of all tiers of your supply chain.

Capability & Capacity (P3-15)

- 3.49 The Tenderer, any Consortium Member and any Key Subcontractor should confirm that it has the capability and capacity to deliver each component of the Integration Services as listed at P3-15 of the SQ. These will be assessed as pass/ fail and if the Tenderer is unable to deliver any one or more of the Integration Services listed at P3-15 it will fail this section of the SQ.
- 3.50 The following Appendices must be used where referenced in the SQ:
- (1) Appendix A – E-procurement Portal User Guide
 - (2) Appendix B – Consortium Arrangement (for part P1-3)
 - (3) Appendix C – List of Key Subcontractors Relied upon for Selection (for part P1-3)
 - (4) Appendix D – Self-Cleaning Information (for part P2-2)
 - (5) Appendix E – Conflict of Interest (for part P2-5)
 - (6) Appendix F – Health and Safety Response Form (for part P3-3)
 - (7) Appendix G – Economic and Financial Standing (for part P3-12)

Annex H Fair Payment Charter



The Authority's Fair Payment Charter

1. Fair and transparent payment practices are essential to achieving successful integrated working on all contracts. The Authority, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to meeting the principles of fair payment.
2. As a supplier to the Authority, we agree that we will strive to meet the Fair Payment commitments set out below. We will additionally seek to embed the principles throughout our supply chain*.
3. Companies have the right to receive correct full payment as and when due. Deliberate late payment or unjustifiable withholding of payment is ethically not acceptable.
4. 'Fair Payment' will apply equally between the client and lead contractor and throughout the supply chain.
5. The process will be transparent and members of the supply chain will have certainty of how much and when they will be paid.
6. Companies will consider, where appropriate, operating relevant contracts on an open book basis.
7. The correct payment will represent the work properly carried out, or products supplied, in accordance with the contract. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made at the time of contract.
8. To ensure effective and equitable cash flow for all those involved, all contracts will provide for regular payments and have payment periods not exceeding 30 days, from receipt of invoice.
9. In order to avoid payment delays, the client and all supply chain members will agree payment procedures at the outset of their contracts. Payment will be through electronic BACS transfer and will apply throughout the supply chain.
10. Monitoring compliance with the Charter principles will be built into the Authority's performance management tool, or any tool replacing it) used for Performance Measurement".
11. *This charter aims to align with the principles outlined by the Office of Government Commerce in its "Guide to Best Fair Payment Practice". It is not intended to be a legally binding document and will not be used in construing any contractual commitment.

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

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

Company name Representative's name Signature

.....

Position Date

.....

Annex I Anti-Bribery Code of Conduct



The Authority Anti Bribery Code of Conduct

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

The Commitment

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

1. We are committed to ensuring that our business operates with the utmost integrity.
2. We, and those employed by us will not:
 - 2.1 Offer, promise, pay or provide bribes* to any person
 - 2.2 Request, agree to accept or receive bribes
 - 2.3 Offer hospitality to the Authority staff that would breach the requirements of Annex A
 - 2.4 Commit any act of bribery that would cause the Authority to be in breach of any anti bribery laws
3. We are committed to having robust procedures and controls in place within our business to minimize the risk of bribery with the aim of preventing bribery and confirm that we:
 - 3.1 Have a zero-tolerance of bribery offences throughout our organisation;
 - 3.2 Conduct risk assessments to identify and monitor potential bribery risks;
 - 3.3 Adopt due diligence measures to vet and approve third parties performing services on our behalf;
 - 3.4 Have clear, practical and accessible policies and procedures to address potential risks of bribery, and to prevent bribery;
 - 3.5 Provide education and awareness to all our employees on anti-bribery;
 - 3.6 Have a mechanism in place to allow employees to report potential bribery issues in confidence and have a process to deal with reports protecting the reporting individual;
 - 3.7 Deal effectively with any occurrences of bribery; and
 - 3.8 Act at all times in good faith, impartially and in accordance with a position of trust.

4. We agree to:
- 4.1 keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit the Authority to inspect those records as required; and
- 4.2 immediately notify the Authority of any breach of paragraph 2 above.

* A bribe for this purpose being the provision of any financial or other advantage to encourage or induce that person to perform their functions or activities improperly or to reward that person for having already done so. Bribes can include money, gifts, hospitality, entertaining, commissions, expenses, reciprocal favours, political or charitable contributions, or any direct or indirect benefit or consideration.

Company name	Representatives name	Signature
.....
	Position	Date

Annex A

Offer -

1. Gifts other than low-value items such as diaries or calendars (up to £10 in value). Calendars, diaries or other small items of office equipment may be offered and accepted but the gift must bear the company's name or insignia and can legitimately be regarded as being in the nature of advertising material;
2. Benefits and/or hospitality and / or entertainment such as cocktail parties, meals, receptions, presentations and conferences; and also invitations to social, cultural and sporting events; and
3. Overnight accommodation and travel to and from a venue at which an event is being held.

Annex J Anti-Fraud Code of Conduct



The Authority Anti-Fraud Code of Conduct

The Authority, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to working fairly, honestly and with integrity and transparency. The Authority does not tolerate any form of fraud.

Fraud is a dishonest act, through false representation, failure to disclose information or abuse of position, with the intent of causing a gain for self, or loss to another.

Fraud does not necessarily result in direct or immediate financial benefit for the individual(s) committing fraud but may cause a loss and/or a negative reputational impact to another.

The Commitment

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

1. We are committed to ensuring that our business operates with the utmost integrity.
2. We, and those employed by us, will not commit any fraudulent acts or carry out any of the following acts which could amount to fraud including, but not limited to:
 - 2.1 Submission of false or inflated claims or invoices for payment or reimbursement;
 - 2.2 Intentional distortion of financial statements or other records;
 - 2.3 False or fraudulent financial reporting or making false or fictitious entries concerning accounts, equipment or supplies;
 - 2.4 Forgery or alteration of any documents such as cheque, bank draft or any other financial documents including destruction or removal of records;
 - 2.5 Impropriety in the handling or reporting of money or financial transactions;
 - 2.6 Theft or misappropriation of assets or funds;
 - 2.7 Disclosure of confidential information to third parties without authority for personal gain; and
 - 2.8 The payment of excessive prices or fees where they are not justified.
3. We agree to:
 - 3.1 Keep accurate and up to date records showing all payments made and received and all other advantages given and received and permit the Authority to inspect those records as required; and

3.2 Immediately notify the Authority of any breach of this Code.

Company name: Representative's name: Signature:
.....
Position: Date:
.....

Annex K Tender Feedback

To assist Tenderers, the feedback below will be provided following the completion of the tendering process and will be issued with the notice of the award decision in accordance with Regulation 86 of the Public Contracts Regulations 2015.

1. Contract Requirements

- 1.1 Criteria for the Contract Award –
- 1.2 The reason for the decision including the characteristics and relative advantages of the Successful Tender.
- 1.3 Combined Scores, ranked and anonymised for each Tenderer, except for the named Successful Tenderer the Contract may be awarded to.
- 1.4 Requirements for Tender return – information that was required to be provided as part of each Tender:
 - Volume 1 – Qualification envelope
 - Volume 2 – Quality envelope
 - Volume 3 – Commercial envelope

2. Review of Compliance

- 2.1 Tender assessment procedure – summary of Tender clarifications sought if applicable.

3. Assessment Process

- 3.1 Quality scoring – summary of the Quality Submission marking process as set out in the Instructions.
- 3.2 Commercial scoring – summary of the Commercial Submission scoring process as set out in the Instructions.
- 3.3 Determining the Successful Tenderer – summary of the combined scores as set out in the Instructions.

4. Quality Assessment

- 4.1 Quality Scores, ranked and anonymised for each Tenderer, except for the named Successful Tenderer the Contract may be awarded to.
- 4.2 A breakdown of your individual Quality Score for each section of the Quality Submission together with;
 - positives and areas of concern including the Weighted Quality Score for each section; and

- the characteristics and relative advantages of the Successful Tender, and the Quality Score obtained.

5. Commercial Assessment

- 5.1 Commercial Scores, ranked and anonymised for each Tenderer, except for the named Successful Tenderer the Contract may be awarded to.
- 5.2 A template of the structured approach taken in the Tender assessment process.
- 5.3 A breakdown of your individual assessed total price for Commercial Submission purposes and the characteristics and relative advantages of the Successful Tenderer, and the Commercial Score obtained.

6. Validation of quality and commercial information

- 6.1 A breakdown of the issues raised during your validation together with a record of the responses received and the marks for each of the quality criteria.
- 6.2 A breakdown of your combined and Weighted Quality Score and Weighted Commercial Score after validation including the positives and any areas of concern.
- 6.3 A summary of the sustainability process and any issues and areas of concerns raised.

7. Validation of Selection Questionnaire

- 7.1 A summary of the assessment of the responses to Part 3 of the questionnaire, including any evidence provided.
- 7.2 The results of the assessment of the economic and financial standing in accordance with Annex G.

8. Additional information required by Regulation 86

- 8.1 Any additional information required by Regulation 86(3).
- 8.2 All feedback will be offered in written format only.

Annex L Data Handling Procedure

1. Purpose

- 1.1 This document is a practical overview of how the Authority handles information to ensure its security. It covers how we should use the HMG protective markings and explains how to use various electronic methods of handling information as well as paper.
- 1.2 Previous policies and procedures laid down strict instructions for information handling. Current policy places far greater emphasis on using your own judgment and expertise to protect the information you handle. This allows you far greater flexibility to share information with those who need to know about it.

2. Introduction

- 2.1 If we treat all the information we handle the same way, it can lead to either our wasting resources in over-protecting it, or loss of reputation and/or fines (both for the company and for individuals) in not protecting it enough. It is the content of the information that determines how it is handled and what protection if any that it needs. For example:
 - (1) Tender documents containing a detailed breakdown on how the Tenderer proposes to assign resources to a project and how much they will cost should only be available to people with a need to know the details. The confidentiality of this information is important.
 - (2) Anonymised traffic flow figures can be released under the Freedom of Information Act (FoIA) and can be shown to anybody both inside and outside the company on request. While it is not confidential, its integrity (accuracy) is important, as is its availability (FoIA requests must be replied to within a certain time).
- 2.2 Most of our company's information is assigned to individuals, known as Information Asset Owners (IAOs). It is the IAO's duty to consider the confidentiality, integrity, and availability of that information, make a judgment on what level and sort of protection to apply, make that judgment known to anyone who handles that information, and where necessary make sure the handling instructions are followed.

3. Protective markings

- 3.1 The Government Security Classification Policy sets out protective markings that relate to the sensitivity (confidentiality) of information. They are a warning that special handling may be required, and cannot be used for anything else, e.g. rejecting an FoIA request.
- 3.2 There are three security classifications: OFFICIAL, SECRET and TOP SECRET. Almost all the information handled by the Authority is OFFICIAL, and this document only gives advice on handling OFFICIAL information.
- 3.3 It is unlikely that you will create information at SECRET or TOP SECRET level, although there may be occasion when it may have to be handled from external

agencies. In these circumstances, please contact the Records Management Advice team who provide specific advice on handling information at these levels.

- 3.4 A table explaining the three security classifications is in the “Further Information” section towards the end of this document.

4. Application of protective markings

- 4.1 OFFICIAL information does not have to be marked, and it is the Authority policy not to mark it unless it has particular sensitivity: in which case, it should be marked OFFICIAL SENSITIVE. This should be used only where there is a clear and justifiable need to reinforce the ‘need to know’ principle, when compromise or loss could have particularly damaging consequences for an individual, the Authority or another Government company, agency, or department.
- 4.2 A caveat may be used with OFFICIAL SENSITIVE to show the type of sensitivity, e.g. OFFICIAL SENSITIVE – PERSONAL or OFFICIAL SENSITIVE – COMMERCIAL.
- 4.3 When using protective markings, they must be clearly visible on the document, either as a watermark or a header or footer, and whether it is electronic or paper. The marking should also be in the filename if the document is electronic (e.g. Staff_Reports_June_2016_OFFICIAL-SENSITIVE.docx), or on the cover of the official folder it is stored in if it is paper.
- 4.4 Where OFFICIAL SENSITIVE is used, additional protective security controls should be given by the IAO, e.g. “Not for distribution outside the Authority until <date>”.

5. Paper documents

- 5.1 You should keep paper documents out of sight when not in use, and lock them away at the end of the day. Papers marked OFFICIAL SENSITIVE should be stored in your personal locker, or a team locker where other members of your team have a need to access them.
- 5.2 You may post OFFICIAL paper documents, including those marked OFFICIAL SENSITIVE, without any additional protection. You may wish to consider using Special Delivery or other delivery methods that track delivery and require a signature for receipt.
- 5.3 You must place paper records and other documents that need to be kept for a statutory period on an official file.

6. End User Computing (EUC)

- 6.1 The Authority’s End User Computing (Desktop PCs, laptops, smartphones and tablets) are secured to handle OFFICIAL information (including OFFICIAL SENSITIVE).
- 6.2 You must lock the screen of your EUC when you are not using it temporarily. If the device is not used for a certain time, this will be reinforced by automatic screen locking, but you should not rely on that to keep your EUC and your account secure.

- 6.3 Portable EUC must be securely stored at the end of the day. If you are keeping it at work, it must be stored in your personal locker. If you are working from home or elsewhere, it must be kept out of sight. Further advice may be found in the Mobile working security operating procedure.
- 6.4 EUC should be posted or couriered using a tracking service that requires the specific recipient or a nominated deputy to sign for it on delivery. Passwords, or other ID/authentication methods, must not be sent with the EUC.

7. Personal and third party EUC

- 7.1 You must not use any third party EUC to handle the Authority's information for your own use.
- 7.2 You may only use your personal EUC to access the Authority's Portal, or any other of the Authority's information that has been cleared by the IT security advice team (e.g. your roster if you are a Traffic Officer).
- 7.3 Third parties working with or for the Authority may use their own or company issued EUC to handle the Authority information which the IAO has agreed is relevant to or necessary for them to handle. As with emails, where OFFICIAL SENSITIVE information is involved, the IAO must be content that the information can be properly handled.

8. Removable media

- 8.1 Removable media is mainly used in the Authority for temporary storage such as transferring information where a network connection is not feasible. The Authority supplies removable media for official use via the ICT Self-Service Portal.
- 8.2 You may only use removable media for permanent storage and/or archiving in the Authority with the agreement of Records Management, who will advise on what media to use and how it should be stored.
- 8.3 Optical discs (CDs, DVDs, and Blu-Rays) may be used to handle OFFICIAL information. OFFICIAL SENSITIVE information held on optical discs must be encrypted following the Authority's guide to encryption.
- 8.4 The USB devices (memory sticks and portable drives) supplied by the Authority for official use either use built-in encryption or are encrypted prior to issuing to staff. They may be used to handle OFFICIAL information, including OFFICIAL SENSITIVE.
- 8.5 Removable media may be posted without any additional protection. Given public interest in government information leaks, you should consider whether all information you are sending using CDs or other discs is encrypted even if it is not marked OFFICIAL SENSITIVE.
- 8.6 You may wish to consider arranging Special Delivery (or other delivery methods that track delivery and require a signature for receipt) via the Facilities Help Desk when posting removable media. Passwords, or other ID/authentication methods, must not be sent with the removable media.

- 8.7 You must check any removable media from outside the Authority for viruses before either using it on the Authority EUC or the business IT network, or transferring the information on it to the Authority removable media.

9. Network storage

- 9.1 The Authority's business IT network can handle OFFICIAL information including OFFICIAL SENSITIVE.
- 9.2 The default storage on the business network is an OpenText Electronic Document Records Management (EDRM) system known as SHARE. If any information does not work with SHARE (e.g. an Access database) it must be stored on a network drive.
- 9.3 Access to folders in SHARE and network drives can be restricted to individuals and or groups. The IAO must decide which restrictions need to be set up for the information they are responsible for, and make sure those restrictions are in place.

10. Online storage and the Cloud

- 10.1 Not all online or Cloud storage can handle OFFICIAL SENSITIVE information. IAOs must specify if this is required when requesting new services, or assessing third party services.
- 10.2 Online or Cloud storage used by the Authority to store information must have been purchased via the IT Project Management Framework to ensure it is fit for purpose.
- 10.3 When purchasing online or Cloud storage for the Authority you must check if it, or the services that support it, are located outside the UK, and follow Cabinet Office guidelines on offshoring where appropriate.
- 10.4 If the Authority's information is to be stored online or in the Cloud by a third party for that third party's use, or vice versa, both parties must be satisfied that the solution is adequate. This should be officially agreed using a Code of Connection.

11. Email and fax

- 11.1 You can send email and attachments over the internet at OFFICIAL level.
- 11.2 You may send email over the internet with attachments marked OFFICIAL SENSITIVE, provided:
- (1) The IAO is content that the recipient can handle the information correctly
 - (2) The attachments are encrypted following the Authority's guide to encryption (see above)
 - (3) Nothing in the email message is OFFICIAL SENSITIVE in and of itself.
- 11.3 Email and attachments may be sent over the Public Services Network (PSN) and similar networks such as the GSI and PSN containing OFFICIAL SENSITIVE information without the need for encryption.

- 11.4 You must not set up auto-forwarding from an Authority's email account to anything other than another Authority's email account.
- 11.5 You must not email anything from your Authority's email account to any non-HE email account owned by you unless it has been approved by the IT security advice team, or the Senior Information Risk Officer (SIRO).
- 11.6 Fax machines must be used to send OFFICIAL information only.

12. Disposal

- 12.1 You may dispose of loose paper documents in the recycling bins that are located in every Authority's office. If the documents are marked OFFICIAL SENSITIVE, use the bins marked "Confidential Waste".
- 12.2 You must dispose of official folders in their entirety (contents and cover) by completing the disposal certificate on the front of the folder and sending them to the Records Management team in Lateral.
- 12.3 You must dispose of optical discs marked OFFICIAL SENSITIVE by sending them to the IT security advice team in the Authority's Lateral office in Leeds for secure disposal. You may dispose of other optical discs locally.
- 12.4 You must return the Authority's USB devices to the IT security advice team in Lateral when you no longer need them.
- 12.5 If you temporarily store information on the Authority's EUC, you should delete it when you no longer need it. If the EUC has a Recycle Bin which allows the retrieval of deleted items, you should empty it regularly.
- 12.6 Information you store on the Authority's business IT network should have a deletion date set in line with the Authority's records management policy.

13. Exceptions

- 13.1 Any short-term exceptions to these handling procedures must be approved in writing by a member of the Information Management Division, and recorded in SHARE.
- 13.2 Short term exceptions may if necessary be formally adopted as part of this data handling procedure, which will be rewritten accordingly.

14. Reviewing handling instructions

- 14.1 Barring any changes to this procedure as detailed above, these instructions will be reviewed annually.

15. Further information

15.1 Security Classification table

Classification	Examples
OFFICIAL	<p>The majority of information that is created or processed by the public sector falls into this category. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened risk profile. No marking need be physically applied.</p> <p>Day to day business of government, service delivery and public finances</p> <p>Public safety, criminal justice and enforcement activities</p> <p>Commercial interests, including information provided in confidence and intellectual property</p> <p>Routine international and diplomatic activities</p> <p>Many aspects of defence, security and resilience</p> <p>Personal information that requires protection under the Data Protection Act (1998) or other legislation (e.g. health records)</p>
OFFICIAL-SENSITIVE	<p>If the information has sufficient sensitivity that it requires additional handling controls to give additional protection, it will be marked OFFICIAL-SENSITIVE.</p> <p>Sensitive corporate or operational information e.g. relating to organisational change planning, contentious negotiations, or major security or business continuity issues.</p> <p>Information about investigations and civil or criminal proceedings that could compromise public protection or enforcement activities, or prejudice court proceedings</p> <p>Sensitive personal data e.g. health records, financial details, that it is not considered necessary to manage in the SECRET tier</p>
SECRET	<p>Very sensitive information that justifies heightened protective measures to be deployed to defend against a determined and highly capable threat actor, e.g. where compromise could seriously damage military capabilities, international relations or the investigation of serious organised crime.</p>
TOP SECRET	<p>HMG's most sensitive information, requiring the highest levels of protection against the most serious threats, e.g. where compromise could cause widespread loss of life or else threaten the security or economic wellbeing of the country or friendly nations.</p>

Annex M Information Assurance

Tenderers are to cover the questions below, giving descriptions where appropriate. This section is not scored and is not part of the quality assessment however, if Tenderers answer “no” to any of the questions they must provide enough information to show that their policies and processes would align to the Authority’s policy, and how. The Procurement Officer may request further information to clarify any aspect of the response. If, following further request of information, the Tenderer has been unable to demonstrate that appropriate measures are in place to ensure the security of the data being held, then the Tender may be rejected, and the Procurement Officer will inform the Tenderer at this stage.

Table 1- Assessment of Information Assurance

		Yes	No
1a)	Does the Tenderer have a Data handling policy?		
b)	If “no” please identify what process your Company have in place and how instructions are escalated to employers		
c)	Tenderer to describe their current data handling policy		
d)	Tenderer to provide a link to their data handling policy on their website or provide a copy		
2a)	Does the Tenderer have a quality management system (QMS)?		
b)	If “no” please identify what systems your company has in place that manages your policies, processes and procedures		
c)	Tenderer to describe this system in relation to information assurance / data handling.		
d)	If “yes” Tenderer to provide a link to their QMS or provide a copy		
3	Tenderer to confirm that they have read and understood the <i>Employer’s</i> data handling / information assurance policy		
4	Tenderer to confirm that their methods of storing data (electronic and paper based copies) meet the requirements of the Authority’s data handling policy. Tenderer to describe these methods and show how they will align with the Authority’s policy.		
5	Will the data be hosted outside the UK? Will any support for the data hosting be outside the UK? If the answer to either of those questions is “yes”, Tenderer to state where, provide evidence that they are adhering to the appropriate legislation, and describe how they are meeting those requirements.		

		Yes	No
6	<p>Tenderer to confirm what security standards their IT equipment (networks, server, end user computing such as laptops, and removable media) aligns or is certified to.</p> <p>Tenderers to provide evidence of alignment or certification.</p>		
7	<p>Tenderer to confirm that the methods of transferring data between approved parties meet the requirements of the Authority's data handling policy.</p> <p>Tenderer to describe how?</p>		
8	<p>Tenderer to confirm that the retention of data files (both electronic and paper based copies) meets the requirements of the Authority's records management policy.</p> <p>Tenderer to describe how?</p>		
9	<p>Tender to confirm that the disposal of data (both electronic and paper based) meets the requirements of the Authority's records management policy.</p> <p>Tenderer to describe how?</p>		

Annex N Selection Questionnaire

Please see Bravo.

Annex O Model Form of PCG

Please see Annex 12 of the Scope.

Annex P CV Template

Please see Bravo.

Annex Q Anti- Collusion Certificate

ANTI-COLLUSION CERTIFICATE

1. We certify that this Tender is made in good faith, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work: -
 - (i)(a) communicate to any person (outside this consortium) other than the Secretary of State or a person duly authorised by him in that behalf the amount or approximate amount of the Tender or proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
 - (i)(b) enter into any agreement or arrangement with any person (outside this consortium) that they shall refrain from tendering, that they shall withdraw any Tender once offered or vary the amount of any Tender to be submitted;
 - (ii) pay, give or offer to pay any sum of money other valuable consideration directly or indirectly to any person (outside this consortium) for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work, any act or thing of the sort described at (a) or (b) above.
2. We further certify that the principles described in paragraphs 1(i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
3. In this certificate, the word 'person' included any persons and anybody or association, corporate or non-corporate; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this Tender is made.

Dated this:.....day2010

Signature:.....

In the capacity of:.....

Duly authorised to sign tenders and acknowledge the contents of the Anti-Collusion Certificate for and on behalf of:

.....

Postal Address:-

.....

Fax No:.....

Telephone No:.....

Annex R Tender Commitments Template

	Ambition	Tender Commitments	Reference to relevant area in the Quality Submission
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Annex S Non-Disclosure Agreement

Please see Bravo.

Annex T Presentation Process

1. Evaluation of the Tenderers' response to Ambition 1 (Leadership, Experience and Behaviours) is split between a written Response (scored in accordance with Annex D and Table 12) and a Presentation (scored in accordance with this Annex T and Table 18).
2. The purpose of the Presentation is to:
 - (1) provide an opportunity for the Key People listed in paragraph 7 below to demonstrate their knowledge, experience and capability in the context of Ambition 1, and the role that they play in delivering this Ambition; and
 - (2) provide the Authority with confidence that these Key People have the necessary knowledge, experience and capability to deliver the Integration Services.
3. The overall weighting of the score for the Presentation is 5%, and scoring criteria for the Presentation is set out in Table 18 (Presentation scoring criteria). For the avoidance of doubt, the Presentation is marked as a whole, and no separate mark is applied to the responses to individual questions.
4. The Presentation should address only the questions as set out in Table 17. No further questions or clarifications will be allowed during the Presentation by either the Tenderers or Quality Assessors.
5. The Presentation will last no more than 1-hour, and any content that extends over an hour will be disregarded.
6. Four of the Tenderers Proposed Key People, as per the roles stated in section 7, should attend and deliver the Presentation. It is up to the Tenderer who will be presenting each question, however it is expected that each of the chosen four Key People will contribute as speakers. For example, each speaker may take one of the four questions, or speakers may contribute to the Presentation in relation to a number of questions.
7. A Tenderer should include within its chosen Key People its Integration Partner Director, its Project Information System Lead, its Construction Delivery Lead and its Project Management Office Lead all of whom must:
 - (1) have submitted CVs in accordance with Annex F;
 - (2) form part of the Tenderer's organisational structure chart prepared in accordance with Annex F; and
 - (3) have the authority to make key strategic and financial decisions whilst in post.
8. Tenderers must ensure those individuals are available to attend the Presentation. In the event that any individual required to attend pursuant to paragraph 7 above, is unable to attend, the Authority reserves the right to apply a score of 0 for the Presentation, unless it considers there are other actions it could take to maintain a fair competition. If one of Key People due to attend the Presentation is unable to attend

due to unforeseen circumstances the Tenderer must notify The Authority via Bravo as soon as possible and notify them of their replacement attendee. A replacement attendee can be one of the other Key People who is included as part of the Key People submission at Tender.

9. The Presentation will take place during the period from 14 September 2020 to 18 September 2020. Due to Covid-19 it is anticipated that Presentations will be held via Microsoft Teams. The Authority will notify the Tenderers, via Bravo of the link to the Microsoft Teams meeting where such Presentation will be held virtually, and of the date and time of the Presentation to the Authority. Where the Tenderer wishes to provide an electronic presentation (for example Powerpoint slides) to support the Presentation, they will provide an electronic copy of this to the Authority no later than 24 hours prior to the Presentation. The Tenderer shall be responsible for managing the use of such presentation materials through Microsoft Teams and the Authority shall not be responsible for any failure of the Microsoft Teams platform to support such materials. The Presentation will be recorded.
10. The Presentation will be evaluated by the same Quality Assessors marking the written Response for Ambition 1. The Quality Assessors will record and score the Presentation in accordance with the criteria set out in Table 18. The Quality Assessors shall be entitled to refer to the recording of the Presentation and also to the electronic presentation supporting the Presentation, but evaluation shall be by reference to the content of the Presentation itself, and not any supporting material.

Table 17: Questions to be addressed during the Presentation

Number	Question
1	Using any of the case studies provided in your Quality Submission, and/or experience set out in your CV, describe how you as a leader have formed and enabled the development of a high performing integrated team, and how you empowered the team to deliver things in a better more efficient way.
2	Using any of the case studies provided in your Quality Submission, and/or experience set out in your CV, describe how you have created an environment where behaviours support transparency of information on a major infrastructure project and how you would apply this to this Project
3	Using any of the case studies provided in your Quality Submission, and/or experience set out in your CV, describe the leadership challenges you have come across and what you have done to overcome and minimise these. Include in your answer the specific challenges you foresee for a project similar to the Lower Thames Crossing and how would you carry forward lessons learnt into this Project.
4	Using any of the case studies provided in your Quality Submission, and/or experience set out in your CV, describe how have you dealt with a situation where there is significant challenge to delivery and project participants are looking to protect their own interests rather than work together to resolve the situation.

Table 18 - Presentation scoring table:

Banding	Score	Description
No Response	0	No Presentation held, a Presentation is held but not all questions are answered, or any of the Key People required to attend the Presentation declined to attend, and the Authority exercised its discretion to apply a score of “0” in accordance with paragraph 8 of this Annex T.
Weak	2	<p>The Presentation</p> <ul style="list-style-type: none"> a. addressed all the Presentation questions, but some aspects of the Presentation were not clear; and b. it was unclear whether some of the Key People attending the Presentation had the knowledge, experience and capability that the questions are seeking to address; or c. it was unclear how one or more of the Key People participating in the Presentation would apply their personal knowledge, experience and capability to achieving Ambition 1.
Good	6	<p>The Presentation</p> <ul style="list-style-type: none"> a. addressed all the Presentation questions, and communicated key concepts clearly; b. it was clear that all the Key People attending the Presentation have the skills, experience and capability that the questions are seeking to address; and c. it was clear how most of the Key People attending the Presentation would apply their personal knowledge, experience and capability to achieving Ambition 1. <p>However, overall the Presentation lacked detail in some minor areas only.</p>
Very Good	10	<p>The Presentation</p> <ul style="list-style-type: none"> a. addressed all the Presentation questions, communicating key concepts clearly and with an informed level of detail; b. it was clear that all the Key People attending the Presentation have the skills, experience and capability that the questions are seeking to address; and

Banding	Score	Description
		<p>c. it was clear how all the Key People attending the Presentation would apply their personal knowledge, experience and capability to achieving Ambition 1.</p> <p>Overall the Presentation provided the Authority with confidence that the leadership roles of the Key People attending the Presentation would be used to full effect to achieve the Ambition.</p>

Annex U Tenderer Mobilisation Programme

The following documents are included on Bravo:

- IFT Tender Programme (template for Tenderer mobilisation programme)
- IFT Tender Tasks (PDF of Structure for Tenderer mobilisation programme)
- Instructions for Tenderers (guidance notes for Tenderers setting mobilisation programme minimum requirements)