



Highways England's Term Service Contract Instructions for Tenderers

National Technology Logistics Centre (NTLC)

List of Contents

1	THE TENDER PERIOD PROCESS	3
1.1	General.....	3
1.2	Documents	5
1.3	Tender communications.....	6
1.4	Meetings	6
1.5	Inspections	7
1.6	Tender Programme.....	7
1.7	Cancellation of tender	7
2	Submission of Tenders	8
2.1	General.....	8
2.2	Tender Information Questionnaire.....	9
2.3	Quality Statement	9
2.4	Resource Schedule.....	10
2.5	Health and Safety Submission.....	10
2.6	Price List.....	10
2.7	Other Information	10
3	TENDER ASSESSMENT PROCEDURE	13
3.1	Evaluation Method	13
3.2	General.....	13
3.3	Tender Information Questionnaire.....	14
3.4	Quality Assessment Marking.....	14
3.5	Financial Scoring	15
3.6	Combining Quality and Financial scores	16
3.8	Validating the financial information.....	16
3.9	Determining the Preferred Bidder.....	17
3.10	Sustainability check	17
4	TENDER AWARD	18
4.1	General.....	18
	Annex A - Tender Documents	20
	Annex B - Tender Query Form	23
	Annex C - Indicative Tender Timetable.....	24
	Annex D – Tender Information Questionnaire (TIQ).....	25
	Annex E - Quality Submission Requirements	26
	Annex F - Quality assessment.....	30
	Annex G – A worked example	38
	Annex H - Determination of successful tender	39
	Annex I – Key People Schedule	40
	Annex J – Fair Payment Certificate	41
	Annex K - Anti Bribery Code of Conduct.....	43
	Annex L - Anti Fraud Code of Conduct	45

1 THE TENDER PERIOD PROCESS

1.1 General

- 1.1.1 These Instructions for Tenderers apply to the submission of tenders for “National Technology Logistics Centre (NTLC)” contract. This tender process is carried out under the Open Procedure following publication of contract notice 2016/S 125-224102.
- 1.1.2 The tender process seeks to determine the most economically advantageous tender to Highways England. This will be a compliant, sustainable and affordable bid which meets the selection criteria and which has a validated overall score higher than any other Tenderers’ overall score.
- 1.1.3 Tenders must be submitted in accordance with these Instructions. Tenders not complying with these Instructions may be rejected by Highways England whose decision in the matter will be final. These Instructions will not form part of the proposed contract.
- 1.1.4 For enquiries contact the Procurement Officer via the e-Sourcing portal <https://highways.bravosolution.co.uk> for the **NTLC**. The Procurement Officer for this competition is **Jason Prichard** at Highways England. Contact with the Procurement Officer must be made via the e-Sourcing portal only. Except where otherwise directed in these Instructions, Tenderers must not contact any person in relation to this competition other than the Procurement Officer or, if nominated, their designated deputy. The name of any designated deputy will be confirmed in writing.
- 1.1.5 Tenderers are to identify a single point of contact in their organisation to communicate with the Procurement Officer. The name and email address of the contact are to be provided within the tender submission.
- 1.1.6 The tender must be treated as private and confidential. Tenderers should not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium.
- 1.1.7 Under the Freedom of Information Act 2000, Public Contract Regulations 2015 (as amended) and the Environmental Information Regulations 2004 (EIR) Highways England may be obliged to disclose information relating to responses to this tender process including any tenders received.
- 1.1.8 Under the Cabinet Office Efficiency Reform Group’s Guidance Note updated May 2012 entitled “Transparency – Publication of New Central Government Contracts”, Highways England is obliged to publish the responses to this tender and the provisions of any contract let pursuant to it, excluding only information which is exempt from disclosure pursuant to the Freedom of Information Act 2000. Highways England’s initial view is that the only materials likely to be excluded from publication on this basis are as follows:

- Part B of the Quality Statement
- CV's for the persons listed in the Key People Schedule (if applicable)
- Build-ups of the rates and Prices in the Price List (but not the total Prices in the Price List)

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

- Clear and substantive justification
- A time limit when 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 in the tender assessment process, nor will it form part of any contract between Highways England and the Tenderer.

1.1.10 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, Highways England may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to Highways England during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process

1.1.11 The Government has developed an approach ensuring that previous past performance of Tenderers can be taken account and robustly assessed prior to entering into certain new contracts (as described in Procurement Policy Note - "Taking Account of bidders Past Performance"). This will give Government confidence, based on past performance, that those awarded such contracts are likely to performance satisfactory in accordance with their terms.

1.1.12 In addition, under the policy, Highways England will re-assess reliability based on past performance before key points in the procurement process. Tenderers will accordingly be asked to update the evidence they provide in relation to past performance to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed). A Certificate of Performance is contained at Annex D.

1.1.13 Tenderers must advise the Procurement Officer if

- their ownership or the ownership of any member of their tendering consortium (or their parent company) changes, or
- any organisation involved in the preparation of this contract is acquired by them or by any member of their consortium (or an associated company).

If Highways England considers that a change in ownership has created a potential conflict, Highways England may exclude a conflicted Tenderer from the tender assessment. If excluded, the Tenderer will be notified by the Procurement Officer.

1.1.14 If there is any change to a Tenderer's economic or financial standing at any time during the tender process and/or any subsequent contract which means that information submitted by the Tenderer is no longer correct or the Tenderer's ability to perform the contract materially deteriorates, the Tenderer shall immediately inform Highways England in writing prior to contract award. Highways England reserves the right to reconsider the economic or financial standing and where necessary, disqualify a Tenderer who has previously passed the Qualification Questionnaire stage of the procurement process.

1.1.15 These Instructions are made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it. Tenderers are advised to satisfy themselves that they understand all of the requirements of the contract before submitting their tender.

1.1.16 Tenderers are to note that all information provided as part of their tender must be true and accurate. Highways England reserves the right to reject any tender if the Tenderer provides misleading or false information.

1.1.17 Tenderers are deemed to fully understand the processes that Highways England is required to follow under relevant European and UK legislation particularly in relation to the Public Contracts Regulations 2015

1.2 Documents

1.2.1 Instructions relating to documentation are contained in Annex A.

1.2.2 Any drawings, prints, specifications, data, calculations and analyses issued to Tenderers in connection with this tender remain the property of Highways England. All such information issued to Tenderers may only be used for the purpose of tendering. Such information should not be disclosed to persons

unconnected with the tender and should be returned to Highways England on completion of tender procedures. These provisions apply equally to drawings and other information supplied for the purpose of the tender, the property rights of which vest in a third party.

1.3 Tender communications

- 1.3.1 Any queries from Tenderers regarding the tender documents must be made on the form supplied in Annex B and sent to the Procurement Officer via the Bravo e-sourcing portal <https://highways.bravosolution.co.uk> no later than **14** days prior to the date of return of tenders (shown on Bravo), unless instructed by the Procurement Officer.
- 1.3.2 All tender queries will be acknowledged and answered by the Procurement Officer. Queries regarding the tender documents and the responses to the queries will be issued to all Tenderers via e-sourcing portal. If any answer requires a change to the tender documents then a tender amendment will be issued.
- 1.3.3 Tenders amendments are changes to the tender documents that are made in writing to by the Procurement Officer and issued via the e-sourcing portal. Only in exceptional circumstances will tender amendments be issued after tenders have been submitted. In such circumstances, the Procurement Officer will notify all Tenderers of the required action.
- 1.3.4 Highways England officers and their consultants do not have the authority to make any change to the tender documents except through a tender amendment or post tender amendment issued by the Procurement Officer. If a statement is made at any meeting that a Tenderer considers is not in accordance with the tender documents then the Tenderer must refer the matter to the Procurement Officer as a tender query.

1.4 Meetings

Tenderers have the opportunity to attend a Tender Presentation and a Site Visit of the service provided by the existing National Distribution Centre on either 22 or 23 September 2016 (the Procurement Officer will confirm the date and time via Bravo) at: XPO Logistics, Warehouse 310, Cat & Fiddle Lane, West Hallam, Derbyshire, DE7 6HE.

- 1.4.2 The purpose of the Tender Presentation is to explain the tender process with the following presentations:
- The proposed contract identifying and explaining any service specific issues of importance to the tender submission.
 - The tender process and timetable.
 - An explanation of the tender marking system.

1.4.3 Tenderers will have an opportunity to ask questions at this meeting. However, please note that some questions may have to be taken away for answering separately via Bravo. Highways England may request some questions to be put in writing via Bravo after the meeting (in accordance with the procedure set out above).

1.4.4 After the Tender Presentation meeting there will be a chance to visit the current service.

1.4.5 The Procurement Officer will request Tenderers to confirm their attendance and details of their attendees (maximum of 3) one week after going out to tender. Tenderers will then need to reply to the Procurement Officer within 5 working days, or they may not be able to attend the Tender Presentation and Site Visit.

Details of the visit (including the date and time) will then be confirmed by the Procurement Officer.

1.4.6 *Paragraph not used for this tender.*

1.5 Inspections

Not used for this tender.

1.6 Tender Programme

1.6.1 An indicative tender programme is included at Annex C.

1.7 Cancellation of tender

1.7.1 If Highways England decides

- to cancel the tender or evaluation process at any stage,
- not to proceed with any proposal made in response to this Invitation to Tender or
- not to accept a tender for any reason

Highways England is not liable to reimburse any costs or losses incurred by the Tenderer in considering or submitting a tender in response to this Invitation to Tender or otherwise in connection with this competition.

2 SUBMISSION OF TENDERS

2.1 General

- 2.1.1 Tenders and supporting documents must be written in English.
- 2.1.2 Tenders must be submitted in accordance with the tender documents including any tender amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. Unauthorised alterations or additions must not be made to any component of the tender documents. Highways England's decision as to whether or not a tender complies with these Instructions will be final.
- 2.1.3 Tenders not received via the Bravo e-Sourcing portal, by the tender return date and time shown on Bravo may be excluded from further consideration and returned to Tenderers. Offers should remain open for acceptance for **4 months** from the tender return date.
- 2.1.4 Tenders must contain all the documentation as listed in Annex A.
- 2.1.5 Any Tender response in the negative may lead to a rejection of your tender.
- 2.1.6 Documents are to be in Microsoft Office 2010 format. When uploading tender submissions upload the electronic files for each volume separately. No file is to be larger than 20Mbytes. Label each file using the naming convention:

Supplier Name – NTLC - *name of file*

For example:

- A N other Logistics Ltd – NTLC – Volume 0 – Tender information Questionnaire.docx
- A N other Logistics Ltd – NTLC – Volume 1 – Quality Statement.docx
- A N other Logistics Ltd – NTLC – Volume 1 – Methodology statement.docx
- A N other Logistics Ltd – NTLC - Highways England Fair Payment Charter.pdf

etc.

- 2.1.7 Further notes on the contents of these documents are given below.

Volume 0

2.2 Tender Information Questionnaire

- 2.2.1 The Tender Information Questionnaire (TIQ) must follow the structure set out and cover the items described in Annex D. Only one TIQ must be submitted per Tenderer.

Volume 1

2.3 Quality Statement

- 2.3.1 The Quality Statement (part of Contract Data part 2) must follow the structure set out and cover the Items described in Annex E. The Quality Statement must present each item in two separate parts: Part A, the proposed approach to the contract; and Part B, evidence from previous projects undertaken by the Tenderer to demonstrate that the proposed approach is likely to be successfully delivered.
- 2.3.2 The approach to this contract is to be described in Part A of the Quality Statement in the form of proposals and quality procedures. The proposals are to consist of material explaining how, if awarded this contract; the Tenderer intends to provide the Service. The quality procedures are to set out how the proposed activities are to be carried out. The quality procedures are required to be incorporated into the successful Contractor's Plan and are limited to statements that will become contractual obligations. The evidence in Part B of the Quality Statement is to consist of verifiable statements showing how the approach proposed in Part A has been developed from the successful delivery of similar work.
- 2.3.3 The Quality Statement must not exceed the page limit, which is **12** sheets of A4 paper (**24** sides) for Parts A and B combined (this excludes the Risk Register, the Key People Schedule and CVs). An additional separate one side of A3 can be used for the mobilisation programme chart.
- 2.3.4 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. 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 8 point can be used for drawings, diagrams and flow charts. The page limit and font size relate to the entire Quality Statement including, title pages, drawings, diagrams, flow charts and annexes. The pages of the Quality Statement must be numbered. Page numbers and other header or footer information may be included in the margin space.
- 2.3.5 If the submitted Quality Statement does not comply with the submission requirements then the tender will normally be rejected.
- 2.3.6 If a Tenderer considers that the page limit is insufficient to provide the information required by these Instructions then a tender query should be raised, No guarantee can be given that page limit will be increased.

2.4 Resource Schedule

Not used for this tender.

2.5 Health and Safety Submission

A separate H&S CDM Submission not required on this Procurement.

Volume 2

2.6 Price List

- 2.6.1 The Financial Submission must contain the Tender's financial bid using the price schedule provided. Instructions for completion are included within the schedule.

2.7 Other Information

Information Assurance

- 2.7.1 Every Government Department is required to take suitable precautions to safeguard its information. Information Assurance is the confidence that information and communications systems will protect the information they handle, and will function as and when they need to under the control legitimate users. 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. This description must cover the areas indicated by Table 6 in Annex F.

SME Participation

- 2.7.2 Highways England is committed to removing barriers to SME participation in its contracts and this includes sub-contracting opportunities. If you are awarded the contract, we will ask you to provide regular information about your spend with SMEs under the contract and may publicise good practice on our websites and report such expenditure to the Department for Transport and other Government Departments.

Parent Company Guarantor

- 2.7.3 The Tenderer must identify and propose a Guarantor that meets the financial standing test set out in these Instructions. The proposed Guarantor will have to be checked for financial standing. If the proposed Guarantor does not meet the financial standing tests set out in these Instructions, the tender may be rejected. The Tenderer must note that the contract allows for Highways England to request a Parent Company Guarantee prior to contract award or at any point during the contract period.
- 2.7.4 Highways England will contact the Tenderer if the economic and financial standing assessment indicates that a Parent Company Guarantee is required before a tender can be accepted and will specify the parent company from whom a Parent Company Guarantee must be provided (the "Guarantor").

- 2.7.5 If the *Tenderer* does not have a parent company that meets the financial standing test set out in these Instructions, the *Tenderer* must contact the Procurement Officer prior to tender return to discuss an acceptable Guarantor or other form of performance security. If an acceptable Guarantor or other form of performance security cannot be agreed, the tender may be rejected.

Legal Opinion for non-United Kingdom Registered Companies

- 2.7.6 If the *Tenderer*, or a consortium member of the *Tenderer*, or a proposed Guarantor is not a company incorporated in and subject to the laws of England and Wales (a “Foreign Entity”), then the *Tenderer* provides a legal opinion from a lawyer or law firm which is

- qualified and registered to practise in the jurisdiction in which the Foreign Entity is incorporated and,
- accepted by Highways England (the *Tenderer* must discuss this with the Procurement Officer prior to tender return).

The legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyers or law firm giving the opinion is not to be subject to any to financial limitation unless otherwise agreed by Highways England in writing (the *Tenderer* must discuss this with the Procurement Officer prior to tender return).

- 2.7.7 The legal opinion must also cover the following matters

(a) confirmation that:

- the Foreign Entity is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
- the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Agreement/Guarantee;
- all necessary corporate, shareholder and other action required to authorize the execution and delivery by the Foreign Entity of the Agreement/Guarantee and the performance by it of its obligations under it have been duly taken;
- confirmation of the proposed signatories/method of execution and confirmation that this will constitute valid execution by the Foreign Entity;
- the execution and delivery by the Foreign Entity of the Agreement/Guarantee and the performance of the obligations will not conflict with or violate:
 - the constitutional documents of the Foreign Entity;
 - any provision of the laws of the jurisdiction in which it is incorporated;
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated; or

- any mortgage, contract or other undertaking which is binding on the Foreign Entity or its assets; and
 - (assuming that the Agreement/Guarantee is binding under English law), the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;
- (b) notification of any other formalities to be complied with under local law which may be necessary to enforce the Agreement/Guarantee in the Foreign Entity's place of incorporation, including for example notarisation, legalisation or registration of the Agreement/Guarantee;
- (c) notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to Highways England under the Agreement/Guarantee;
- (d) confirmation that Highways England will not be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Agreement or the Guarantor's entry into the Guarantee; and
- (e) confirmation that the Foreign Entity and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Agreement/Guarantee

2.7.8 If a legal opinion

- (a) does not confirm all the matters listed in paragraph 2.7.8(a),
 - (b) does not include the notification required by paragraph 2.7.8(b),
 - (c) indicates that withholding is required to be made under paragraph 2.7.8(c) or
 - (d) does not provide the confirmations required by paragraphs 2.7.8(d) and 2.7.8(e)
- then the tender may be rejected.

2.7.9 In addition to the above Tenderers must return the other information set out in Annex A.

3. TENDER ASSESSMENT PROCEDURE

3.1 Evaluation Method

3.1.1 Assessment of tenders will be carried out in five stages.

- In the first stage, the Procurement Officer will check for tender compliance.
- In the second stage is assessment of the Tender Information Questionnaire (TIQ) based wholly on the contents of the TIQ. The TIQ must therefore contain all the information which the Tenderers wish to be considered. Tenderers satisfying the selection criteria including meeting any minimum mark with progress to stage three will be assessed.
- In the third stage, the Quality Assessment and Financial Assessment Panels (see paragraphs 3.4 and 3.5), will judge tender submissions, based wholly on the contents of the tender submission which must therefore contain all the information which Tenderers wish to be considered.
- In the fourth stage this will involve the validation of the quality submission and financial information.
- The final stage involves the sustainability check. A flow chart of the evaluation process is set out in Annex H.

3.1.2 Tenderers should note that Highways England will investigate a potentially abnormally low offer as provided for under the Public Contracts Regulations 2015 (as amended) on any aspect of a tender and at any stage of the procurement process and without prejudice to staged approach of the assessment process detailed below.

3.1.3 The Quality Assessment Panel and the Financial Assessment Panel will work independently and will not have access to each other's assessments until after the validation of the quality submission and financial information.

Stage 1

3.2 General

3.2.1 An equivocal tender or a tender which does not comply with the tender documents, including any tender amendments, may result in the tender being rejected.

3.2.2 Highways England will assess whether the Information Assurance solutions submitted provide adequate protective security for personal and confidential information, see Table 6 of Annex F. The Procurement Officer may refer any concerns to the appropriate Tenderer, and unless the Tenderer is able to demonstrate that its proposals can be relied on, the tender will be rejected.

3.2.3 Clarifications are statements requested from Tenderers by the Procurement Officer to remove any ambiguity from tenders. Tender clarification responses

will be recorded in writing. If a Tender clarification response provides information not requested by the Procurement Officer then this information will not be accepted and may lead to the rejection of a tender.

Stage 2

Volume 0

3.3 Tender Information Questionnaire

3.3.1 The economic and financial standing of the Tenderer will be assessed by qualified financial assessors using the information supplied in Section D of Annex D – Tender Information Questionnaire.

3.3.2 The result of the financial assessment will be one of the following:

- Pass
- Fail (Tenderer excluded from further consideration)
- Partial Pass (Parent Company Guarantee or other assurances required)

3.3.3 Following the financial standing test tenderers Highways England may choose not to exclude a failing company if they can provide a Parent Company Guarantee (PCG).

3.3.4 A Tenderer who fails to meet the criteria defined Annex D will be excluded from further consideration.

Stage 3

3.4 Quality Assessment Marking

3.4.1 The assessors will keep in mind **four** key questions when reviewing submissions:

- **Confidence:** Do the proposed team, organisation and proposals give reassurance that the Tenderer is likely to deliver a flexible, driven, well balanced and improving service in a sustained manner meeting the objectives of Highways England?
- **Value:** Do the proposals provide best value to Highways England?
- **Risk:** Has the submission addressed the risks identified in Annex E and identified and addressed any other significant risks to delivering specified service levels and meeting Highways England's objectives? What has been put in place to control these risks and have contingencies been applied where appropriate?

- **Collaboration:** Do the proposed resources, organisation and proposals give reassurance that the Tenderer is able to work collaboratively to deliver a continually improving and sustainable service.

Quality Statement

- 3.4.2 A Quality Assessment Panel will mark the Quality Statement. The Panel will determine which Quality Statements provide Highways England with the most confidence that Highways England's objectives will be delivered and continual improvement achieved. In marking the Quality Statement, the panel will take into account all the material supplied in Volume 1.
- 3.4.3 The Quality Assessment Panel will award marks for the assessment criteria using the marking system given in Table 1 and 2 of Annex F and determine the total mark by completing Table 3 of Annex F
- 3.4.4 Any uncertainty over the meaning of the Quality Statement will be removed via tender clarification queries and tender clarification responses before the Quality Assessment Panel completes their marking. No further tender clarification queries on the Quality Statement will be made after the marking is completed.
- 3.4.5 *Paragraph not used for this tender.*
- 3.4.6 The minimum quality requirement for this contract is to reach a threshold of **50** for the total quality mark. A tender that has failed to achieve the minimum quality requirements may not be considered further in the tender assessment, and if excluded, the Tenderer will be notified by the Procurement Officer. If the tender is not excluded the marks achieved by the tender will be used in subsequent calculations.
- 3.4.7 *Paragraph not used for this tender.*
- 3.4.8 The tender with the highest total mark will be given a score of 100. The score of other Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their mark is below the highest mark.

3.5 Financial Scoring

- 3.5.1 A Financial Assessment Panel will calculate a price for each Tenderer who has not been excluded on the following basis:
- the total of the prices in the Price List;
- 3.5.2 Any uncertainty over the meaning of the financial submission will be removed via tender clarification queries and tender clarification responses before the Financial Assessment Panel complete their marking part of their assessment.
- 3.5.3 The lowest priced tender will be given a score of 100. The score of other Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price.

3.6 Combining Quality and Financial scores

- 3.6.1 The quality score and the financial score will be combined in the ratio **70:30** applied to the quality and financial scores respectively. The combined score will be rounded to one decimal place. A worked example demonstrating the scoring system is set out in Annex G.
- 3.6.2 An affordability review of the highest scoring tender, will be carried out. If the price of the highest scoring tender is considered to be unaffordable then Highways England may:
- revise the Service Information and request all Tenderers to submit new tenders, or
 - cancel this Invitation to Tender and evaluation process
- 3.6.3 The tender with the highest total combined score will be validated. In the event of more than one tender with the same total combined score, these tenders will be validated.
- 3.6.4 The Procurement Officer will inform Tenderers whether or not they have been identified for validation. Such notifications must not be taken as inferring acceptance of any tender.

Stage 4

3.7 Validating the Quality Statement Submission

- 3.7.1 The Quality Assessment Panel will validate Part B of the Quality Statement to determine whether the Tenderer can substantiate its Part B evidence.
- 3.7.2 The Quality Assessment Panel will not reconsider the Part A information or scores, nor will they seek or permit any further clarifications in relation to the Quality Statement. The tender cannot be modified during the validation stage, and therefore Part B marks cannot be increased above those assessed in Stage 3.
- 3.7.3 In validating Part B of the Quality Statements, the Quality Assessment Panel will use any practical means, and may approach any person or organisation named in the Quality Statement as part of the validation. The validation may include meetings with the Tenderer.
- 3.7.4 The Quality Assessment Panel will reconsider their Part B marks in the light of their findings. If lower marks are awarded then the overall marks and scores will be re-calculated.

3.8 Validating the financial information

- 3.8.1 The Financial Assessment Panel will validate the tender to check that the prices within the Price List are representative of the likely costs to be incurred.

3.8.2 As part of this validation, the Financial Assessment Panel may ask to be provided with original evidence that demonstrates that the allowances made are based on costs actually incurred. The team may wish to interview appropriate accounting staff to provide the level of satisfaction required.

3.8.3 Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.

3.9 Determining the Preferred Bidder

3.9.1 Following validation, if the total combined scores for tenders remains the highest, then the Tenderer with the highest score becomes the Preferred Bidder.

If validating the financial information has led to the rejection of a tender, or a Tenderer's total combined score has been changed, and is no longer the highest total combined score the Tenderer with the highest total combined score is validated. This process continues until a tender with a validated total combined score higher than other bidders has been identified. This Tenderer becomes the Preferred Bidder.

3.9.2 The Procurement Officer will inform Tenderers whether or not they have been identified as the Preferred Bidder. Such notifications must not be taken as inferring acceptance of any tender.

Stage 5

3.10 Sustainability check

3.10.1 The Contract must operate as a viable business for both partners. Highways England seeks to have the required level of service at an affordable cost, whilst providing a reasonable profit for the Tenderer. Excessively low or high tenders will be subject to scrutiny, and may be rejected if considered not sustainable over the contract period or not affordable.

3.10.2 The Quality Assessment Panel and the Financial Assessment Panel will jointly review the material submitted with the tender to verify that the resources proposed are likely to deliver the level of service set out in the quality submission.

3.10.3 During this stage of the assessment, the Quality Assessment Panel and the Financial Assessment Panel may seek further clarification from the Preferred Bidder to enable them to understand the submission better. These clarifications may be sought in writing or at a meeting called for that purpose.

3.10.4 Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.

4 TENDER AWARD

4.1 General

- 4.1.1 Highways England reserves the right not to proceed with any proposal made in response to this competition.
- 4.1.2 Tenderers will be given written feedback on their tenders at the start of the standstill period.
- 4.1.3 A 10 day standstill period will be applied between communicating the award decision to tenderers and awarding the contract.
- 4.1.4 Prior to the award of any contract the Preferred Bidder must provide evidence that insurance required by the contract is in place.
- 4.1.5 *Paragraph not used for this tender.*
- 4.1.6 Details of the Contract Award will be published in the Official Journal of the European Union.
- 4.1.7 Any drawings and other documents not returned with the tender should be deleted from the Tenderer's computers and all hard copies destroyed.

ANNEXES

Annex A - Tender Documents

1 List of Documents with Invitation to Tender

1.1 The following documents are provided to Tenderers:

- 1 Instructions for Tenderers
- 2 Contract Data Parts one and two
(includes Z clauses)
- 3 Service Information (includes the “Location Graphic”)
- 4 MCH1371 ReturnStockVoucher (for information)
- 5 Form of Tender
- 6 Price List
- 7 Highways England Collaborative Performance Framework
- 8 Highways England Fair Payment Charter (Annex J in this document)
- 9 Highways England Anti Bribery Code of Conduct (Annex K in this document)
- 10 Highways England Anti Fraud Code of Conduct (Annex L in this document)
- 11 Highways England Anti Collusion Certificate
- 12 Data Handling Policy

The following parts of the tender documents are included in an **editable** form to allow preparation of the information required:

- 1 Form of Tender
- 2 IfT Annex B - Tender Query Form
- 3 IfT Annex D – Tender Information Questionnaire
- 4 IfT Annex E Table 2 - Form for risk register
- 5 IfT Annex F Table 6 - Information Assurance (to assist with the required response to paragraph 2.7.1)
- 6 IfT Annex I – Key People Schedule
- 7 Price List
- 8 Contract Data part two

The following Annexes of the IfT are also included as separate PDF documents for ease of printing, completion, signing and scanning:

- 1 IfT Annex J - Fair Payment Certificate
- 2 IfT Annex K - Anti Bribery Code of Conduct
- 3 IfT Annex L – Anti Fraud

2 List of Documents to be returned with the Tender

2.1 The following documents are to be completed and returned by Tenderers with their tender:

Volume 0

- The completed Tender Information Questionnaire

Volume 1

- The Quality Statement
- The completed Key People Schedule
- CVs as required by the Key People Schedule

Volume 2

- 1 Completed Contract Data Part Two.
- 2 A Price List
- 3 A description of proposed Information Assurance Solutions (see paragraph 2.7.1)
- 4 Small and Medium Enterprises (SME) Subcontracting Statement
- 5 Summary of relevant insurance policies including certificates where appropriate.
- 6 Statement undertaking responsibility for dealing with insurance claims or parts of such claims within the excess amount.
- 7 Completed Fair Payment Charter.
- 8 Completed Anti Bribery Code of Conduct
- 9 Completed Anti Fraud Code of Conduct
- 10 Completed Anti Collusion Certificate
- 11 Any request for non-disclosure under the Freedom of Information Act
- 12 A certified Copy of the Parent Company Guarantee (*if required*)
- 13 The legal opinion under paragraph 2.7.6 to 2.7.8 if relevant A Copy of the Guarantor's most recent audited accounts covering either the most recent three year period of trading, or if trading for less than three years, the period that is available.

Please return these as separate documents via Bravo (see also section 2 above).

Annex B - Tender Query Form

Tender queries are to be entered on the Tender Query Form which is provided as a separate document: “NTLC - IfT Annex B - Tender Query Form”

It must be submitted via the Highways England e-Sourcing portal at:

<https://highways.bravosolution.co.uk>

All details are to be included on this form, and no further attachments are to be sent.

One question should be asked for each row; insert additional rows if necessary.

Annex C - Indicative Tender Timetable

Item	Activity	Week(s)
1	Issue OJEU notice and tender documents	0
2a	Procurement Officer writes to tenderers regarding Tender Presentation and Site Visit	1
2b	Tenderers confirm attendance and attendees (maximum of 3)	2
2c	Procurement Officer confirms details	2
2d	Actual Tender Presentation & Site Visit – Procurement Officer to confirm	4
3	Last date for Tender Queries (14 days before Tender Return) – check Bravo for actual date	6
4	Tender Return – check Bravo for actual date and time	8
5	Tender Information Questionnaire (TIQ) assessment	9 – 10
6	Quality and Financial Assessments	11 – 13
7	Tender with the highest total score and an affordable price identified	13
8	Validation of Tenderer selected for Validation	13 – 15
9	Sustainability check - if required (not programmed in on this table)	-
10	Preferred Bidder identified and final checks made	15
11	Preferred Bidder Announced and 10 day Standstill Period starts	16 -17
12	Award Contract	18

Note: This is an indicative programme to provide an estimate of each state. This may change subject to governance and statutory processes.

Annex D – Tender Information Questionnaire (TIQ)

- The TIQ is provided as a separate word document.

Annex E - Quality Submission Requirements

Quality Statement

The Quality Statement is to be presented as two separate documents (A and B), as described below. The first part is to provide the Part A statements and the second the Part B evidence.

Part A – Proposed Approach

Part A is to set out the proposed approach to providing the Service in the Service Information by maximising performance against each Performance Indicator listed in table 1 below, which are considered fundamental to successful performance of the contract.

The proposals and procedures in Part A are to set out how the people, partnering and processes to be implemented on the contract will control the delivery of performance. Under each Performance Indicator heading, the statement should deal with the issues identified in providing the Service.

Tenderers should also identify any additional issues affecting the listed risks in Annex E table 2 which they consider will be critical to the provision of the Service, and set out how they propose to manage them.

Part B – Evidence to Support the Proposed Approach

Part B is to identify the evidence from other projects to provide the Highways England with confidence that the proposed approach is likely to be successfully delivered.

The evidence is to consist of verifiable statements showing how the approach proposed in Part A has been developed and has contributed to the successful delivery of similar services.

A schedule outlining details of all projects used to provide evidence should be included at the end of Part B. It should include the following details:

- Project title
- Client
- Value
- Role played
- Dates

Structure of statement

The Quality Statement must be structured to follow the Collaborative Performance Framework Performance Indicators in Table 1 below (using the same numbering system). Responses must align with the requirements of the Highways England Collaborative Performance Framework and the NTLC Service Information.

If required, use clear and concise cross referencing to avoid duplication.

When completing the Quality Statement, also note the content of Annex F Quality Assessment.

Annex E: Table 1 - Collaborative Performance Framework

Performance Indicator		In providing the Service:
1	Health and Safety	1.1 Describe your approach on how you will manage both health and safety of the workforce through management arrangements, complying with legislative responsibilities and provide appropriate training (eg H&S policy/monitoring/audit/review, Training & information, Accident reporting, Risk assessment/management procedures, Welfare & Occupational Health).
2	Collaborative Behaviour	<p>2.1 Present your approach to both implementing and running collaborative communication systems and processes.</p> <p>Describe how you will effectively engage to successfully operate the contract with all of the relevant Stakeholders (including Highways England).</p> <p>Highlight the benefits of your approach in the delivery of this service, positive mechanisms you will have in place and any innovation that can be offered.</p>
3	<i>Customer and Stakeholders (section not used for this tender)</i>	
4	Sustainability	<p>4.1 Describe the structured mechanisms you will have in place to:</p> <ul style="list-style-type: none"> • encourage and enable the realisation of continuous improvement • provide efficiencies in delivering this service • re-use and develop best practices • identify and developing innovations
5	Quality	<p>5.1 Present your quality plan and explain your proposed approach to the requirements of the Service Information, demonstrating how this will provide the Service.</p> <p>Explain how it will ensure the contract is successfully mobilised.</p> <ul style="list-style-type: none"> • References and explanations should be made as required to the Key People Schedule (Annex I), supporting CVs, Form of Risk Register (Table 2 below) and your Mobilisation Programme chart.

6	Time	<u>6.1</u> Describe your approach to meeting/exceeding target order turnaround times for this service.
7	Cost	<u>7.1</u> Describe your approach to managing service expenditure within forecasted budgets and monthly cash flow.

Annex E: Table 2 - Form of risk register

Tenderers should identify risks in providing the Service and describe the action proposed to deal with the risk. Add additional lines as required.

NTLC – Form of risk register			
Number	Risk Description	Proposed Action to deal with risk	Effect of risk on programme and cost

Annex E: Table 3 - Resource Schedule

Not used for this tender.

Annex E: Table 4 - Health and Safety Submission

A separate H&S CDM Submission not required on this Procurement.

Annex F - Quality assessment

Quality Statement

Marks will be awarded for each of the assessment criteria of the quality statement as set out in table 3. The mark given for each assessment criterion will be the lower of the individual marks for Part A and Part B. The assessment criteria are weighted as indicated in table 3.

The mark is a measure of our (Highways England's) level of confidence that the Tenderer will deliver the project objectives and continually improve. The higher the total mark, the lower the risks to delivery and the more confidence we will have that best value will be delivered. To illustrate this point, the relationship between the Part A and B marks and the risks to delivery of are shown in Table 4

Annex F: Table 1 - Marks awarded for Approach

Proposed Approach	How well does the proposed approach demonstrate an understanding of the contract objectives (<i>found in the Service Information sections SI110 & SI115</i>) and address the main management and technical risks relating to the project?	Mark
Weak	The approach does not meet the requirements as set out in the Service Information and fails to demonstrate an adequate understanding of the contract objectives. Fails to address adequately the main management leadership and technical risks. There is no reference to continual improvement.	1-4
Acceptable	The approach demonstrates some understanding of the contract objectives although not all objectives are addressed. Does not cover fully the main management leadership and technical risks. Some reference to continual improvement.	5
Good	The approach demonstrates an acceptable understanding and approach to delivering of the contract objectives. It deals satisfactorily with the main management and technical risks and provides for delivering continual improvement over the life of the contract.	6-7
Very Good	The approach demonstrates a very good understanding of the contract objectives. The approach includes specific initiatives which give a good degree of confidence of delivering a solution for the required services. Has shown a good understanding of the technical risks and has a good approach for delivering continual improvement over the life of the contract.	8-9
Excellent	The approach has been tailored specifically to suit the contract objectives and demonstrates exceptional understanding for delivering a solution for the required services. Uses innovative approaches to deal comprehensively with the main management and technical risks, and is likely to maximise performance against Key Performance Indicators (as identified in CPF) and deliver continual improvement.	10

Annex F: Table 2 - Marks awarded for Evidence

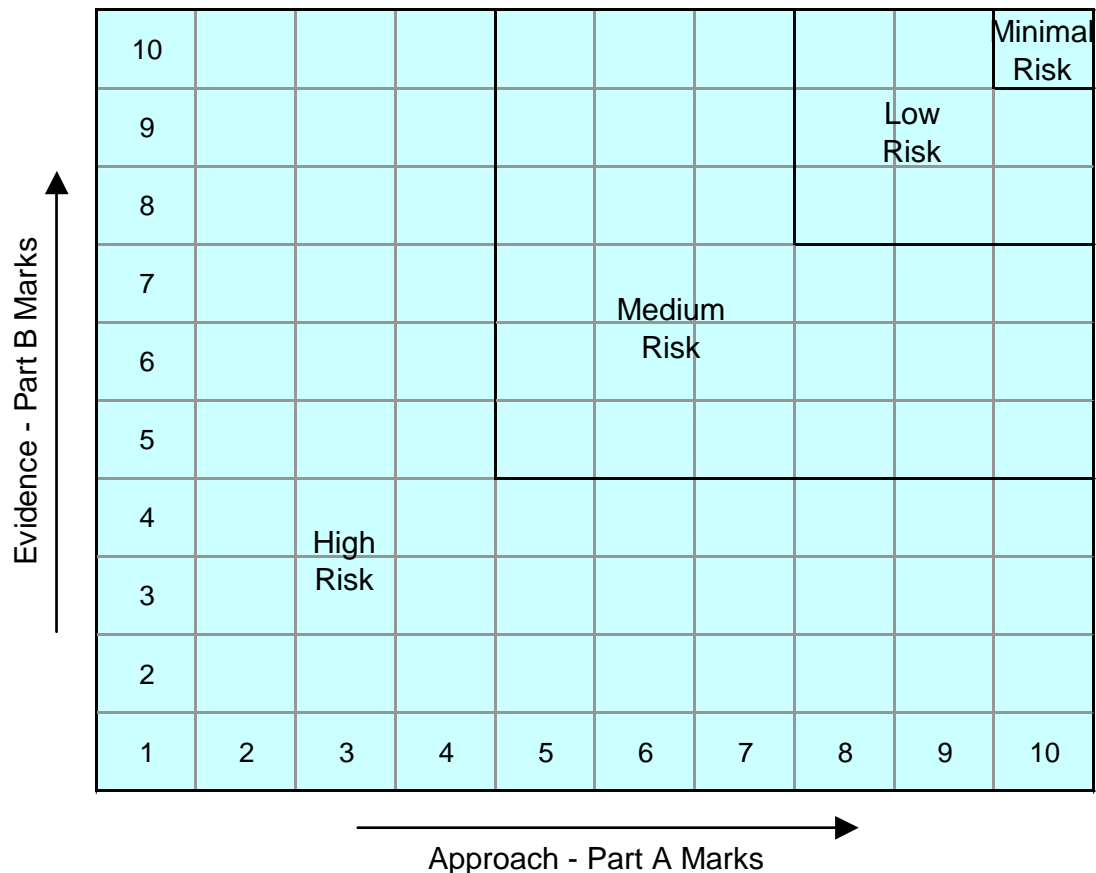
Supporting Evidence	How well does the evidence from previous projects provide confidence that the proposed approach is likely to be successfully delivered?	Mark
Weak	There is little relevant evidence to support proposed approach and demonstrate that it has been influenced by successful experience on other contracts.	1-4
Acceptable	There is a limited level of relevant evidence that the proposed approach has been developed as a result of successful experience on other contracts. Limited evidence that the approach demonstrates an understanding of our Objectives.	5
Good	There is an acceptable level of relevant evidence that the proposed approach has been developed as a result of successful experience on other contracts using formal continual improvement processes. Acceptable evidence that the approach demonstrates an understanding of our Objectives.	6-7
Very Good	There is substantial relevant evidence that the proposed approach has been developed from other successful contracts using formal continual improvement processes, demonstrating that the proposed approach is likely to be successful. Substantial evidence provided, demonstrating a good understanding of our Objectives.	8-9
Excellent	There is very substantial relevant evidence that the approach demonstrates an excellent understanding of our Objectives and that it has been developed using continual improvement processes, which are routinely used to develop approaches and deliver the objectives successfully on all contracts.	10

Annex F: Table 3 - Marks awarded, weightings & total mark

Quality assessment criteria	Part A marks	Part B marks	Lower of Part A and B marks	Weighting	Marks post weighting
	Approach on this contract	Evidence from past projects			
1. Health and Safety					
1.1 Describe your approach on how you will manage both health and safety of the workforce through management arrangements, complying with legislative responsibilities and provide appropriate training (eg H&S policy/monitoring/audit/review, Training & information, Accident reporting, Risk assessment/management procedures, Welfare & Occupational Health).				x 2.5	/25
2. Collaborative Behaviour					
2.1 Present your approach to both implementing and running collaborative communication systems and processes. Describe how you will effectively engage to successfully operate the contract with all of the relevant Stakeholders (including Highways England). <ul style="list-style-type: none">Highlight the benefits of your approach in the delivery of this service, positive mechanisms you will have in place and any innovation that can be offered.				x 1.5	/15
3. Customers and Stakeholders - (section not used for this tender)					
4. Sustainability					
4.1 Describe the structured mechanisms you will have in place to:				x 1	/10

<ul style="list-style-type: none"> encourage and enable the realisation of continuous improvement provide efficiencies in delivering this service re-use and develop best practices identify and developing innovations 					
5. Quality					
5.1 Present your quality plan and explain your proposed approach to the requirements of the Service Information, demonstrating how this will provide the Service. Explain how it will ensure the contract is successfully mobilised. <ul style="list-style-type: none"> References and explanations should be made as required to the Key People Schedule (Annex I), supporting CVs, Form of Risk Register (Table 2 below) and your Mobilisation Programme chart. 				x 2.5	/25
6. Time					
6.1 Describe your approach to meeting/exceeding target order turnaround times for this service.				x 1.5	/15
7. Cost					
7.1 Describe your approach to managing service expenditure within forecasted budgets and monthly cash flow.				x 1	/10
Total mark					/100

Annex F: Table 4 - Relationship of delivery risk to Part A and Part B Marks



This chart identifies the relationship between Part A and Part B marks, and the perceived risk to Highways England from a tender submission. A Mark is awarded for the proposed approach given in Part A. Part B gives the level of confidence that the approach set out in Part A will be delivered. Thus the Part A mark is the highest that can be scored.

Annex F: Table 5 – Assessment of Health & Safety Submission

A separate H&S CDM Submission not required on this Procurement.

Annex F: Table 6 - Assessment of Information Assurance

Further to paragraph 2.7.1, Tenderers are to cover the questions below, giving descriptions where appropriate. This section is not scored as such but is a straight pass/fail against all these questions generally. If tenderers answer no to any of the questions it does not necessarily mean they would fail however they must provide enough information to show that their policies and processes would align to Highways England's policy, and how. There is no side/ page limit.
(The procurement officer may request further information to clarify any aspect of the response.)

		Yes	No
1a)	Does the tenderer have a Data handling policy?		
b)	Tenderer to describe their current data handling policy		
c)	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)	Tenderer to describe this system in relation to information assurance/ data handling.		
c)	Tenderer to provide a link to their QMS or provide a copy		
3	Tenderer to confirm that they have read and understood Highways England's data handling / information assurance policy.		
4a)	Tenderer to confirm that their methods of storing data (electronic and paper based copies) meet the requirements of Highways England's data handling policy.		
b)	Tenderer to describe these methods and show how they will align with Highways England's policy.		
5	Is/ will the data be stored in an EU country? If data is being stored in EU country tenderer to state where and provide evidence to demonstrate that they are adhering to the EU Legislation and describe how they are meeting those requirements. If a non EU country tenderer to state where and provide evidence to demonstrate that they are adhering to this legislation and describe how they are meeting those requirements.		
6a)	Tenderer to confirm that their IT equipment (including PCs, lap tops and removable media) aligns with Highways England's data handling policy.		
b)	Tenderers to describe how?		

7a)	Tenderer to confirm that the methods of transferring data between approved parties meet the requirements of Highways England's data handling policy.		
b)	Tenderer to describe how?		
8	<i>Not used for this tender.</i>		
9	<i>Not used for this tender.</i>		

Annex G – A worked example

This example shows 5 tenderers have been marked for quality as follows.

As set out in Annex F Table 3 above, the 'lowest' marks acquired from each of the Quality - Part A (Approach) and Part B (Evidence) results, had weightings applied and were then totalled to give the following Total Marks:

Tenderer	Total Mark
A	60
B	46*
C	83
D	71
E	85

As set out at paragraph 3.4.8, the scores are taken pro rata with the highest mark receiving a score of 100. The others are calculated in relation to the percentage difference between them and the overall highest scorer (full percentage points only).

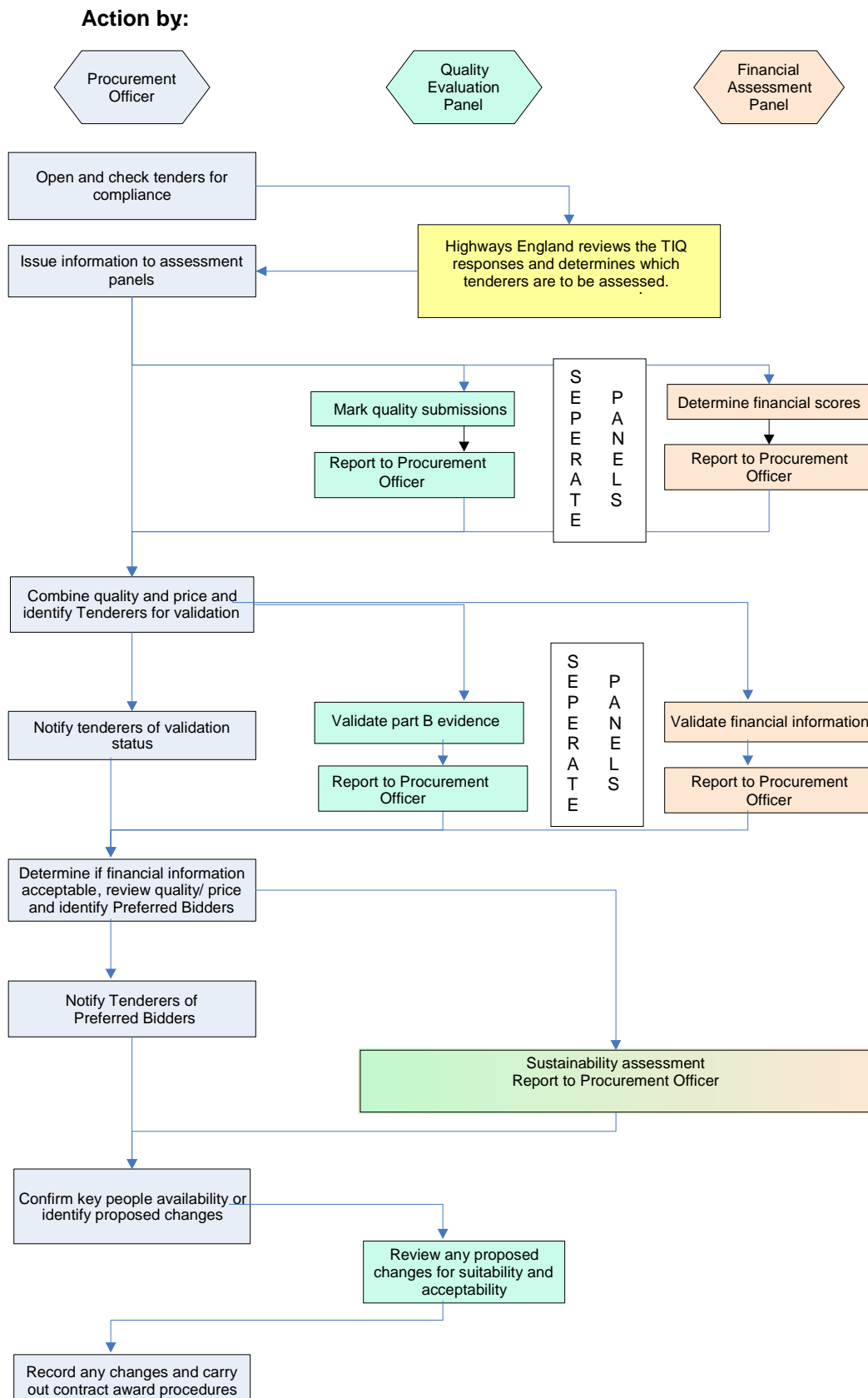
The other Tenderers are recalculated as follows

Tenderer	Quality score
A	71
B	Failed Quality*
C	98
D	84
E	100

* Tenderer B's total mark is less than 50. Note that as set out at paragraph 3.4.6, total marks of less than 50 'may not be considered further'. In this example, Tenderer B has not been considered any further and has failed Quality.

Annex H - Determination of successful tender

Flow Chart showing the Tender evaluation process



Annex I – Key People Schedule

List the key people that will be used for setting up and running this service.
The minimum period of availability of each person must be stated.

A CV for each person should be included.
The maximum length of CV is 2 sides of A4 paper.
The CV should emphasise the key skills relevant to this particular contract.

The minimum period of availability is how long that member of staff is available for from the start of the contract.

Key people

Post	Name	Minimum period of availability
Contract Manager		

Annex J – Fair Payment Certificate



Highways England Fair Payment Charter

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

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

- Companies have the right to receive correct full payment as and when due. Deliberate late payment or unjustifiable withholding of payment is ethically not acceptable.
- 'Fair Payment' will apply equally between the client and lead contractor and throughout the supply chain.
- The process will be transparent and members of the supply chain will have certainty of how much and when they will be paid.
- Companies will consider, where appropriate, operating relevant contracts on an open book basis.
- The correct payment will represent the work properly carried out, or products supplied, in accordance with the contract. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made at the time of contract.
- To ensure effective and equitable cash flow for all those involved, all contracts will provide for regular payments and have payment periods not exceeding 30 days, from receipt of invoice.
- In order to avoid payment delays, the client and all supply chain members will agree payment procedures at the outset of their contracts. Payment will be through electronic BACS transfer and will apply throughout the supply chain.
- Monitoring compliance with the Charter principles will be built into the Highways England Performance Measurement Model.

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

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

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

Company name Representative's name Signature

.....
Position Date

.....

Annex K - Anti Bribery Code of Conduct



Highways England Anti Bribery Code of Conduct

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

The Commitment

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

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

- immediately notify the Highways England of any breach of paragraph 2 above.
- A bribe for this purpose being the provision of any financial or other advantage to encourage or induce that person to perform their functions or activities improperly or to reward that person for having already done so. Bribes can include money, gifts, hospitality, entertaining, commissions, expenses, reciprocal favours, political or charitable contributions, or any direct or indirect benefit or consideration.

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

Annex A

Offer no -

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

Annex L - Anti Fraud Code of Conduct



Highways England Anti Fraud Code of Conduct

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

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

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

The Commitment

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

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

3. We agree to:

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

Company name:

.....

Representative's name:

.....

Signature:

.....

Position:

.....

Date:

.....