



Area 4 Asset Delivery

Interim Design Services Contract (DSC)

Instructions for Tenderers (IfT)

**INSTRUCTIONS FOR TENDERERS FOR
DESIGN SERVICES CONTENTS AMENDMENT SHEET**

Amend. No.	Revision No.	Amendments	Initials	Date
1	0	Tender Issue	LP	02/03/20
2	1	Change to indicative Programme	LP	19/03/20
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Definitions

Asset Support Contract (ASC)	<p>The Asset Support Contract (ASC) which provided the basis for the maintenance and improvement to the motorway and trunk road network in England. This contract delivered maintenance of motorways and trunk roads at less cost by being less prescriptive and encouraging suppliers to be innovative in finding ways of delivering a good service more cheaply. Contractors work to a <i>lump sum</i> and target cost contract and an output specification – the Asset Maintenance & Operations Requirements (AMOR). The ASC helped to achieve the Government's commitment to reduce the budget deficit.</p> <p>Prior to the introduction of asset delivery, the maintenance and response provision was contracted through ASC contracts.</p>
Commercial Envelope	Is the area on the eSourcing portal within the Area 4 Interim DSC IfT in which Tenderers should submit their Commercial Submission.
DSC Contract	Is the Area 4 Interim Design Services Contract (DSC) contract to be entered into with Highways England and the successful Tenderer.
eSourcing Portal	The web-based system used to conduct and manage the procurement process from Tender invitation, including all communications, provision of data and information and submissions. The eSourcing portal for this Tender is Bravo.
Commercial Assessment Outcome	Is the decision reached by the Commercial Evaluation Panel.
Commercial Evaluation Panel	Describes the group of assessors that assess the Commercial Submission.
Commercial Submission	Is the submission from Tenderers described in Section 9 of these Instructions.
Instructions	This IfT comprising the Instructions for and conditions of tendering.
Lump Sum Services	Single payments for specific services outlined in the Design Services Contract.

OJEU	Official Journal of the European Union through which all tenders above a required threshold must be advertised.
Qualification Envelope	Is the area on the eSourcing portal in which you should submit their Submission 1.
Quality Evaluation Panel	Describes the group of assessors that assess the Quality Submission.
Quality Promises	Quality Promises are promises made by the Tenderer in their Quality Submission. They detail commitments made in respect of how the Tenderer is to Provide the Service. The Quality Promises made by the successful Tenderer will be incorporated into the Area 4 Interim Design Services Contract.
Quality Score	Means the score achieved after each question has been scored and an average applied.
Quality Submission	The submission from Tenderers described in Section 8 of these Instructions.
Selection Questionnaire	In this instance the Selection Questionnaire is a self declaration form made by the Tenderer confirming that they do not contravene any of the grounds for exclusion from the tender.
SMART	Specific, Measurable, Achievable, Relevant, Timely.
SME	Small and Medium Sized Enterprise describes any business with fewer than 250 employees and an annual turnover of less than £25 million.
Technical Envelope	Is the area on the eSourcing portal within the Design Services Contract IfT in which Tenderers should submit their Quality Submission.
Tenderer	The organisation or any of its companies submitting a tender in accordance with these instructions.
Tender Panel	The Tender Panel consists of the combined Quality Evaluation Panel and the Commercial Evaluation Panel.
Total Score	The Total Score is the tenderer's Quality Score after each of the questions has been scored and an

average applied, resulting in either a pass or fail. It also comprises of the commercial assessment outcome, which is arrived at by benchmarking the Tenderers price against an existing East Region Highways England subject Design Services Contract SC contract and rate cards validation and results in either a pass or fail. Both must constitute a pass to proceed.

TUPE

Transfer of Undertakings (Protection of Employment) Regulations 2006. These regulations preserve employee's terms and condition when a business or undertaking, or part of one, is transferred to a new employer.

List of Contents

1	THE TENDER PROCESS	7
1.2	Information Management	8
1.3	Change of Status	9
1.4	Tender Warranties	10
1.5	Tender Documents.....	10
1.6	Tender Communications	13
1.7	Tender Programme	14
1.9	Form of Contract	14
2	SUBMISSION OF TENDERS	15
2.1	General	15
3	INFORMATION TO SUPPORT SUBMISSIONS 1 AND 4	17
3.1	Small and Medium Sized Enterprises (SME).....	17
3.2	Proposed Information Assurance Solutions.....	18
3.3	Insurance	18
3.4	Parent Company Guarantee	18
3.5	Legal Opinion for non-United Kingdom Registered Companies.....	20
4	TENDER EVALUATION STAGES	22
4.1	General	22
4.2	Stage 1 - Compliance.....	23
4.3	Stage 2 – Evaluation	23
4.7	Stage 3 - Total Score	Error! Bookmark not defined.
4.8	Stage 7- Selection Questionnaire	Error! Bookmark not defined.
5	QUALITY ASSESSMENT	24
5.1	Introduction	24
5.2	Scoring Criteria	25
5.3	Table 5.3 – Quality Statement - Written Scoring.....	26
6	COMMERCIAL ASSESSMENT.....	27
7	TENDER AWARD	28
8	QUALITY SUBMISSION	28
8.1	Introduction	28
8.2	Quality Statement	28
8.3	Table 8.3 - Quality Statement.....	30
9	COMMERCIAL SUBMISSION.....	33
9.2	Completed Contract Data Part Two.....	33
9.3	Task Schedule	33
9.4	Lump Sum and Overheads Resource Schedule.....	34
10	SELECTION QUESTIONNAIRE.....	35

1 THE TENDER PROCESS

- 1.1.1 These Instructions apply to the submission of tenders for the Area 4 Interim Design Services Contract (DSC).
- 1.1.2 Highways England's Vision, Imperatives, Values and Key Objectives for the Area 4 Interim DSC are set out in Annex 02 of the Scope.
- 1.1.3 The process is conducted to ensure compliant and affordable tender which meets the selection criteria, which achieves a pass and also a pass of the Selection Questionnaire tests described in sections 4.8 and 4.9 of these Instructions respectively.
- 1.1.4 The Tender must be submitted in accordance with these Instructions. If the Tender does not comply with these Instructions, it may be rejected by Highways England whose decision in the matter will be final. These Instructions will not form part of the proposed Area 4 Interim DSC.
- 1.1.5 Any queries from Tenderers are to be submitted by the named single point of contact (the eSourcing portal account holder) in their organisation, to the Procurement Officer.

The contents of these Instructions and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they remain the property of Highways England. Tenderers must not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender response. If a Tenderer is unable or unwilling to comply with this requirement it is required to destroy these Instructions and all associated documents immediately and not to retain any electronic or paper copies. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process

1.2 Information Management

- 1.2.1 Under the Freedom of Information Act 2000 (as amended) (“the Act”), the Environmental Information Regulations 2004 (“EIR”) and the Public Contracts Regulations 2015 (“PCR”), Highways England may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to this tender process including any tenders received.
- 1.2.2 Under the Cabinet Office Efficiency Reform Group’s Guidance Note dated December 2010 entitled “Transparency – Publication of New Central Government Contracts”, or any later revision, Highways England is obliged to publish any DSC Contract resulting from this competition, excluding only information which is exempt from disclosure pursuant to the Act along with the EIR and PCR. The decision as to which materials are excluded from publication rests with Highways England in its sole discretion. Highways England’s initial view is that the only materials likely to be excluded from publication on this basis are as follows:
- The Quality Statement
 - Prices in the Price List (but not the total value of the DSC Contract)
 - EIR information
- 1.2.3 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.
- 1.2.4 For these purposes, Highways England may disclose within Government any of the Tender documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific tender information) submitted by the Tenderer to Highways England during this tender process. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the tender process.
- 1.2.5 Tenderers should be aware that Highways England could receive requests for any information relating to the DSC Contract or tender under the Act or the EIR. 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 is otherwise exempt from disclosure under the Act or the EIR. Requests for non-disclosure under the Act or the EIR must accompany the Tender and include:

- (a) clear and substantive justification; and
- (b) a time limit when any confidential information could be disclosed.

The terms of any confidentiality agreement may, if requested, be available for disclosure. Any request by the Tenderer under this paragraph will not be taken into account in the tender evaluation process, nor will it form part of any contract between Highways England and the Tenderer.

1.3 **Change of Status**

1.3.1 Tenderers must immediately advise Highways England and seek approval of such change if, following submission of their tender:

- (a) their ownership or the ownership of any member of their tendering consortium (or its or any of parent companies) changes, or
- (b) any legal entity involved in the preparation of another tender for this contract is acquired by them or by any member of their tendering consortium (or any of their associated companies).
- (c) they or any member of their purchasing consortium (or any of their associated companies) completes the takeover of, or merges with, another Tenderer (or an associated company of that Tenderer).

1.3.2 If Highways England considers that a change in ownership of the Tenderer has (i) created an actual or perceived conflict of interest that cannot be remedied by other less intrusive measures or (ii) approval is not obtained pursuant to paragraph 1.3.1 Highways England may exclude the Tenderer from the tender evaluation. If excluded, the Tenderer will be notified by the Procurement Officer.

1.3.3 If, at any time during the tender process there is any change to a Tenderer's economic or financial standing 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 must immediately inform Highways England in writing. Highways England reserves the right to reconsider the

economic or financial standing and where necessary, disqualify a Tenderer who has previously passed the Selection Questionnaire stage of this procurement process.

- 1.3.4 Highways England reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with paragraphs 1.3.1 and 1.3.3.

1.4 Tender Warranties

- 1.4.1 These Instructions are made in good faith. No warranty is given as to the accuracy or completeness of the information contained in them. Any liability for inaccuracy or incompleteness is expressly disclaimed by Highways England and its advisors. Tenderers are advised to satisfy themselves that they understand all the requirements of the DSC Contract before submitting their tender.
- 1.4.2 Nothing in these Instructions shall be taken as constituting an offer (whether implied or otherwise), or any agreement, whether express or implied, between Highways England and any other party.
- 1.4.3 Highways England reserves the right to cancel, amend or vary the tender process (in whole or in part) at any point prior to the award of the DSC Contract and with no liability on its part.
- 1.4.4 Highways England reserves the right not to accept the Tender for any reason.
- 1.4.5 Highways England and/or its advisors are not liable for any costs resulting from any amendment or cancellation of this tendering process nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those tendering for this contract opportunity. Tenderers submit a Tender at their own risk and expense.
- 1.4.6 Tenderers 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.
- 1.4.7 Tenderers are deemed to understand fully the processes that Highways England is required to follow under relevant European and UK legislation, particularly in relation to the Public Contracts Regulations 2015.

1.5 Tender Documents

- 1.5.1 The documents provided to Tenderers are listed in the following Tables.

Table 1.5.1

Tendering Instructions	Area 4 Interim DSC IFT Issue 5
	Area 4 Interim DSC IFT - Annex 1 Selection Questionnaire Issue 5
Additional Information	Area 4 Interim DSC Tender Query Form
	Highways England Anti Bribery Code of Conduct
	Highways England Anti Fraud Code of Conduct
	Highways England Information Assurance Solutions Issue 5
	Highways England Information Assurance Policy
	Highways England Fair Payment Charter
Commercial Documents	Area 4 Interim DSC Schedule of Cost Components
	Area 4 Interim DSC Task Schedule Issue 5 Revision 0
	Area 4 Interim DSC Task Schedule Appendix A Time Charge Issue 5 Revision 0
	Area 4 Interim DSC Task Schedule Appendix B Lump Sum Issue 5 Revision 0
	Quotation Request Issue 5 Revision 0
	Task Order Issue 5 Revision 0
	Task Brief Issue 5 Revision 0
Contractual Agreement	Area 4 Interim Form of Agreement
	Area 4 Interim DSC Contract Data Part 1
	Area 4 Interim DSC Contract Data Part 2
	Area 4 Interim DSC Z Clauses
Contract Scope	Area 4 Interim DSC Scope Issue 5 Revision 0
	Area 4 Interim DSC Annex 02 Vision, Imperatives, Values & Key Objectives
	Area 4 Interim DSC Annex 03 Reference Documents
	Area 4 Interim DSC Annex 04 Insurance Requirements
	Area 4 Interim DSC Annex 06 Information Systems
	Area 4 Interim DSC Annex 08 Confidentiality, Security and Conflict of Interest
	Area 4 Interim DSC Annex 10 Cost Capture Requirements
	Area 4 Interim DSC Annex 11 Community
	Area 4 Interim DSC Annex 12 Communications
	Area 4 Interim DSC Annex 13 General Health & Safety Requirements for Professional Services
	Area 4 Interim DSC Annex 15 Annual Commercial Plan and Service Plan
	Area 4 Interim DSC Annual Commercial Plan template
	Area 4 Interim DSC Annex 16 Quality Management
	Area 4 Interim DSC Annex 17 Performance Management

	Area 4 Interim DSC Annex 18 Continual Improvement and Innovation
	Area 4 Interim DSC Annex 19 Records
	DSC Annex 24 Parent Company Guarantee
	Area 4 Interim DSC Annex 25 A Form of Novation
	Area 4 Interim DSC Annex 25 B Form of Novation
	Area 4 Interim DSC Annex 26 Customer Service
	Area 4 Interim DSC Annex 27 Environmental Management and Sustainability
	TUPE Information (will be sent via eSourcing portal messaging)
	Area 4 Map

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

Table 1.5.2

DSC Contract Data Part 2
Tender Query Form
Highways England Anti Bribery Code of Conduct
Highways England Anti-Fraud Code of Conduct
Highways England Information Assurance Solutions
Highways England Fair Payment Charter
DSC - IfT Annex 1 Selection Questionnaire Issue 5
DSC Task Schedule Appendix A Time Charge Issue 5 Revision 0
DSC Task Schedule Appendix B Lump Sum Issue 5 Revision 0

- 1.5.3 If Tenderers experience any difficulties in locating documents listed above, or within any of the reference documents, then a tender query must be raised via the eSourcing portal.
- 1.5.4 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 the tender procedures. These provisions apply equally to drawings and other information supplied for the purpose of the tender the property rights of which rest in a third party.

1.6 Tender Communications

- 1.6.1 Any queries from Tenderers regarding the tender documents must be made to the Procurement Officer via the eSourcing portal using the Tender Query Form provided. They must be sent no later than the date shown in the Tender Programme below. Tender queries submitted outside the tender query period will not be accepted, unless agreed otherwise by the Procurement Officer. All details of the query are to be included on the Tender Query Form, and no further attachments are to be sent unless specifically requested by the Procurement Officer. One question should be asked on each row of the Tender Query Form and additional rows can be inserted as required.
- 1.6.2 The Procurement Officer for this competition is [REDACTED] at Highways England. Contact with the Procurement Officer must be made via the eSourcing 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.
- 1.6.3 All tender queries made in accordance with these instructions will be responded to 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 via the eSourcing portal. If any answer requires a change to the tender documents, then a tender amendment will be issued via the eSourcing portal.
- 1.6.4 Where a Tenderer believes that their query (and subsequent answer) is confidential, for example, specific questions about their tendering model, Tenderers can ask that their query and answer is treated as confidential. For each query marked as confidential, the Procurement Officer will need to be satisfied that there is a genuine concern before restricting wider disclosure to other Tenderers. If the Procurement Officer does not consider that their question should be treated as confidential then the Procurement Officer shall advise the Tenderer and ask the Tenderer if they wish to withdraw their question or resubmit it without the confidential marking. Highways England reserves the right, at its own discretion, to circulate the question and answer to all others providing that Highways England deems both the question and answer as non-confidential, relevant and of benefit to all the Tenderers.

- 1.6.5 Tender amendments are changes to the tender documents that are made in writing by the Procurement Officer and issued to all Tenderers via the eSourcing portal. Only in exceptional circumstances will tender amendments be issued after the closing date for submission of tenders in the form of a post tender amendment. In such circumstances, the Procurement Officer will notify all Tenderers of the required action.
- 1.6.6 Highways England officers and their consultants do not have the authority to make any change to the tender documents except through a 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.
- 1.6.7 Tenderers to note that Highways England will refer any tender queries requesting TUPE information to the relevant Provider and ensure (as far as possible) that responses are provided, but will not guarantee the accuracy or completeness of any information provided. Any request for an extension of the Tender period on the grounds that a Tenderer has not been provided with sufficiently detailed information about employees who may be subject to a TUPE transfer as a result of the provision of the services will not be given.

1.7 Tender Programme

- 1.7.1 The indicative tender programme is shown in the Table below:

Table 1.10.1

Item	Activity	Date
1	Issue Tender Documents	04/03/2020
3	Last date for tender queries	30/03/2020
4	Final Tender Query response date	01/04/2020
5	Tender submission deadline	06/04/2020 @ 15:00hrs
6	Evaluation	07/04/2020 – 22/04/2020
7	HE feedback on areas to be improved	23/04/2020
8	Submission of final tender	29/04/2020
10	HE accept/reject proposal	05/05/2020
11	Issue Award letter	02/06/2020
12	Access Date	03/07/2020

1.8 Form of Contract

- 1.8.1 Tenderers should note that the form of contract between Highways England and the successful Tenderer will be NEC4

Professional Service Contract June 2017 and additional conditions of contract listed in the Contract Data issued with these Instructions, will form the basis of the agreement between Highways England and the successful Tenderer. The successful Tenderer will be required to enter into the agreement on the terms contained in the form of contract.

- 1.8.2 Highways England will not consider new issues with the tender documents raised by Tenderers following tender submission.

2 SUBMISSION OF TENDERS

2.1 General

- 2.1.1 Tenders and supporting documents must be written in English and priced in Pounds Sterling.
- 2.1.2 Tenders are to be presented as four separate Submissions, the documents contained within each submission are detailed below.
- 2.1.3 Tenderers are to note that all documents below must be completed and returned for their submission to be assessed as compliant. Failure to do so may result in the tender being rejected.
- 2.1.4 All the documents listed below must be submitted as separate documents (files) that are clearly identifiable from the document name within the respective Submissions 1 to 4.
- 2.1.5 Tenders must be submitted in accordance with these Instructions and 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 as this may render your tender invalid and your tender may be rejected. Highways England's decision as to whether or not a tender complies with these Instructions will be final.
- 2.1.6 Tenders not submitted via the eSourcing portal by the tender return date and time in Table 1.10.1 will be excluded from further consideration.
- 2.1.7 Documents are to be in Microsoft Word 2010 (or above), Adobe PDF or Microsoft Excel 2010 (or above) for commercial documents and must be set to portrait orientation. Where a Tenderer wishes to use a different file format this must be raised as a tender query in accordance with the procedure set out above. Please note, that the Tenderers response must not be submitted as a scanned PDF image.

- 2.1.8 When uploading tender submissions upload the electronic files separately for each submission, as set out in 2.1.10 below. Where a submission 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 Zip file with the Tenderers name and Submission number.
- 2.1.9 No unauthorised alteration or additions must be made to any component of the tender documents. The tender must be submitted via the eSourcing portal at <https://highways.bravosolution.co.uk> for the Area 4 Interim DSC Contract.
- 2.1.10 Before a tender can be accepted the Tenderer must answer all the confirmation statements within the eSourcing portal Technical Envelope, confirming that it has read, understood and accepted specific documents.

- (a) The following Submission 1 (Area 4 Interim DSC - IfT Annex 1 Selection Questionnaire Issue 5) must be completed and submitted by Tenderers via the eSourcing portal Qualification Envelope.

Submission 1
PART 1: Potential supplier information
PART 2: Exclusion grounds
PART 3: Selection questionnaire

- (b) The following Submission 2 (Quality) documents are to be completed and submitted by Tenderers via the eSourcing portal Technical Envelope.

Submission 2
Quality Statement (including Quality Promises)

- (c) The following Submission 3 (Commercial) documents are to be completed and submitted by Tenderers via the eSourcing portal Commercial Envelope.

Submission 3
Contract Data Part 2
Commercial Workbook

- (d) Tenderers are required to return Submission 4 (Supporting Information) Tenderer via the eSourcing portal Technical Envelope. Supporting Information is composed of 11 statements confirming commitment to adhering to Highways England's relevant policies.

Failure to provide compliant statements in Submissions 4 may result in the tender being rejected.

Submission 4
1. A Small and Medium Sized Enterprises (SME) Subcontracting Statement
2. Proposed Information Assurance Solutions
3. A completed and signed Fair Payment Charter
4. A completed and signed Anti-Fraud Code of Conduct
5. A completed and signed Anti Bribery Code of Conduct
6. A summary of relevant insurance policies and certificates
7. A statement undertaking responsibility for dealing with insurance claims (or parts of such claims) within the excess amount
8. A statement confirming willingness, if awarded the contract, to accept the appointment and duties of principal designer
9. Any request for non-disclosure under the Freedom of Information Act 2000
10. Confirmation that the Named Parent Company(s) will enter into the Parent Company Guarantee (if required)
11. Legal Opinion for non-United Kingdom Registered Companies

2.1.11 The Tenderer must review the relevant mandatory requirements and

- (a) Answer “Yes” to the corresponding question in the eSourcing portal
- (b) Provide the requested documentation within the tender return. Failure to do so may lead to the tender being rejected.

3 INFORMATION TO SUPPORT SUBMISSIONS 1 AND 4

3.1 Small and Medium Sized Enterprises (SME)

3.1.1 Highways England is committed to removing barriers to SME participation in its contracts and this includes subcontracting opportunities. If Tenderers are proposing to subcontract part of this contract, they should provide assurance that they have considered how SMEs could play a part and details of the measures they have put in place to encourage and enable their participation as their subcontractors. If awarded the DSC Contract, Tenderers will be asked to provide regular information about their spend with SMEs under the contract and Highways

England may publicise good practice on its websites and report such expenditure to other Government Departments. A SME subcontracting statement is not required if the Supplier has classified itself as a SME.

3.2 Proposed Information Assurance Solutions

3.2.1 Every Government Department including the companies it owns 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 of 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.

3.2.2 Tenderers are to answer the questions in the table provided in the eSourcing portal Technical Envelope, 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' policy, and how. The Procurement Officer may request further information to clarify any aspect of the response.

3.2.3 Highways England will assess whether the Information Assurance solutions submitted provide adequate protective security for personal and confidential information in accordance with Highways England's Data Handling Policy. The Procurement Officer may refer any concerns to the appropriate Tenderer; unless the Tenderer is able to demonstrate that its proposals can be relied on, the tender will be rejected.

3.3 Insurance

3.3.1 Tenderers should be prepared to submit a summary of relevant insurance policies and certificates where appropriate and when required. Failure to do so may result in the tender being rejected.

3.4 Parent Company Guarantee

3.4.1 Tenderers must confirm that a parent company or companies meeting the requirements of clause 3.4.3 will enter into a parent

company guarantee in respect of the performance of the Tenderer's obligations under the DSC Contract (if required).

- 3.4.2 For the purposes of this provision, "Tenderer" shall be construed as referring separately to each party comprising the Tenderer, if more than one.
- 3.4.3 The Tenderer must identify and propose a parent company guarantor that meets the Economic and Financial Standing tests set out in IfT Annex 1 Selection Questionnaire in these Instructions. The proposed parent company guarantor will be checked for financial standing. If the proposed parent company guarantor does not meet the financial standing tests set out in these Instructions, the tender may be rejected. The Tenderer must note that the DSC Contract allows for Highways England to request a parent company guarantee prior to contract award or at any point during the contract period.
- 3.4.4 If the Tenderer does not have a parent company that meets the Economic and Financial Standing tests set out in IfT Annex 1 Selection Questionnaire to these Instructions, the Tenderer must contact the Procurement Officer no later than 1 month prior to tender return to discuss an acceptable guarantor or other form of performance security. Examples of alternative forms of guarantee could include performance guarantees, performance bonds and letters of credit; this will need to be agreed by the Procurement Officer prior to tender return. If an acceptable guarantor or other form of performance security cannot be agreed, the tender may be rejected. The Tenderer must submit from the stated guarantor either
- (a) A certified copy of a Board minute of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested, or
 - (b) If the guarantor is
 - registered in the United Kingdom under the Companies Act 2006, a letter signed by the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested, or
 - not registered in the United Kingdom under the Companies Act 2006
 - a letter signed by the equivalent under the law applicable to the guarantor of the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested and

- a legal opinion from a lawyer or law firm acceptable to Highways England) which is qualified and registered to practise in the jurisdiction in which the guarantor is incorporated, confirming the validity of the guarantor's commitment under applicable local law; the legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyer or law firm giving the opinion must not be subject to any financial limitation unless otherwise agreed by Highways England.

3.4.5 If the Tenderer does not return a certified copy of a Board minute or a signed letter and evidence of authority (and, where paragraph 1.12.5 applies, a legal opinion) as may be required above, then its tender may be rejected.

3.5 Legal Opinion for non-United Kingdom Registered Companies

3.5.1 If the Tenderer, or a consortium member of the Tenderer, or a proposed parent company guarantor is not a company incorporated in and subject to the laws of England and Wales (a "Foreign Entity"), then the Tenderer is required to provide 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
- acceptable to Highways England (the Tenderer must discuss this with the Procurement Officer prior to tender return).

3.5.2 The legal opinion must be submitted via the eSourcing portal Qualification Envelope and 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 financial limitation unless otherwise agreed by Highways England in writing (the Tenderer must discuss this with the Procurement Officer prior to tender return).

3.5.3 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;
- that if successful the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the DSC Contract / parent company guarantee;

- all necessary corporate, shareholder and other action required to authorize the execution and delivery by the Foreign Entity of the DSC Contract / parent company 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 DSC Contract / parent company 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 DSC Contract / parent company 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 DSC Contract / parent company guarantee in the Foreign Entity's place of incorporation, including for example notarisation, legalisation or registration of the DSC Contract / parent company 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 DSC Contract / parent company guarantee;
- (d) confirmation that Highways England will not be deemed to be resident or domiciled in the foreign jurisdiction by reason of the Foreign Entity's entry into the DSC Contract or the guarantor's entry into the parent company 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 DSC Contract / parent company guarantee.

3.5.4 If a legal opinion

- (a) does not confirm all the matters listed in paragraph 3.5.3(a),
- (b) does not include the notification required by paragraph 3.5.3 (b),
- (c) indicates that withholding is required to be made under paragraph 3.5.3 (c) or
- (d) does not provide the confirmations required by paragraphs 3.5.3 (d) and 2.6.3 (e)

then the tender may be rejected.

4 TENDER EVALUATION STAGES

4.1 General

4.1.1 Highways England assessment of tenders will include:

- Compliance - review of submission to confirm adherence to IFT. Please refer to guidance below.
- Evaluation – Quality and Commercial panels evaluate submission. Please refer to guidance below.
- Assessment Outcome - Quality and Commercial panels feedback on areas to be improved. Please refer to guidance below.
- Tenderer submits final tender.
- Quality and Commercial panels evaluate final submissions
- Tender outcome confirmed – pass/fail.
- Selection Questionnaire. Please refer to guidance below.

4.1.2 During the evaluation period, Highways England reserves the right to seek clarification in writing or by means of a clarification meeting (and confirmed in writing) from any or all the Tenderers solely to assist in its consideration of their tender but shall be under no obligation to do so.

4.1.3 The Tenderer acknowledges that any documents and information submitted as part of its tender or for evaluation purposes represent the proposals for meeting Highways England's requirements, but do not in any way override or modify those requirements. If awarded the DSC Contract, the Tenderer will remain liable to comply with all the obligations set out in the documents forming part of the contract. The Tenderer shall not be relieved from compliance with these obligations by any:

- (a) Compliance check carried out by Highways England on any part of the tender,

- (b) Evidence, assumptions or other information provided by the Tenderer to support the process in paragraph (a) above or
- (c) Clarification requested by Highways England and provided by the Tenderer (whether orally or in writing) as part of the evaluation process.

4.2 Compliance

4.2.1 The Procurement Officer will undertake an initial check of the material submitted by the Tenderer for tender completeness and compliance with these Instructions, including:

- (a) correct documents & submissions have been made in accordance with submission requirements
- (b) the format of submitted documents is correct
- (c) the page count and font size in submitted documents is correct
- (d) that no further documents were submitted beyond those required
- (e) the Selection Questionnaire in Submission 1 has been self-certified as a pass
- (f) if applicable, the Tenderer's Construction Line account is live, up to date and verified.

A tender that does not meet these conditions may result in the tender being rejected. Highways England's decision will be final.

4.3 Evaluation

4.3.1 The members of the Quality Evaluation Panel will individually assess the answers provided by the tenderer in Submission 2 to the ten questions in section 8.3 of these Instructions. The Evaluation methodology is included in Section 5 - Marking of the Quality Statement.

4.3.2 The Commercial Evaluation Panel will assess Submission 3. Evaluation methodology is included in Section 6 - Commercial Assessment.

4.4 Assessment Outcome

4.4.1 The Quality Panel will review all answers to the questions in section 8.3 of these instructions and average them to arrive at a pass or fail result and in order to pass an average score of 5 (Good) needs to be achieved. In addition, the *Client* may interrogate further, any questions that score a mark of below 5 and require the tenderer to amend their submission. The Commercial Panel will undertake a

benchmarking exercise against live Highways England DSC contract's and ASC contract's to arrive at a pass or fail result. In addition, the *Client* may interrogate further, any questions that do not achieve the benchmarking parameters applied and require the tenderer to amend their submission.

4.5 Selection Questionnaire

- 4.5.1 When instructed, the tenderer may be required to submit the evidence which supports their declarations in Parts 1 and 2 of the Selection Questionnaire in Submission 1. Highways England will check the evidence which supports the answers given to the Selection Questionnaire before the award of the DSC Contract. If the required evidence is not provided within the time stated in the instruction or the evidence does not support the statements made in the Selection Questionnaire the tender may be rejected.
- 4.5.2 Highways England will assess the responses to Part 3 of the Selection Questionnaire; evaluation information is included in Annex 1. The evaluation of the Part 3 responses will be completed on a pass/fail basis. In the event of a tender being given a "fail" against any of the criteria, the tender will be rejected.
- 4.5.3 Highways England will contact the tenderer if a parent company guarantee (or other guarantee agreed in accordance with these Instructions) is required before its tender can be accepted and will specify the parent company from whom a parent company guarantee must be provided.
- 4.5.4 If the Tenderer passes the tender assessment and the Selection Questionnaire evaluation then they will be awarded the Interim DSC Contract.

5 QUALITY ASSESSMENT

5.1 Introduction

- 5.1.1 The Quality Evaluation Panel comprises of one or more individuals who evaluate Submission 2 (Stage 2) The Quality Evaluation Panel will undertake an evaluation of Submission 2 by determining their level of confidence in the Tenderer being able to provide the Service using the matrix in Table 5.3 below.

- 5.1.2 In evaluating Submission 2, the panel will take into account all the material supplied in Submission 2. A Quality Mark will be evaluated and allocated for each question at Stage 2.
- 5.1.3 Clarifications are statements requested from Tenderers by the Procurement Officer to remove any ambiguity from tenders. Clarifications will be recorded in writing. If necessary to complete their evaluation, the Quality Evaluation Panel will seek clarifications from the Tenderer via the Procurement Officer. Clarifications will be sought during the evaluation process to remove any uncertainty over the meaning of anything within Submission 2.
- 5.1.4 The Quality Panel will then average the scores of the questions answered to determine if the pass mark of 5 has been achieved to arrive at the final quality score. Any individual score that falls below the mark 5 will be investigated by the *Client* with the tenderer.

5.2 Scoring Criteria

- 5.2.1 In the scoring table in section 5.3 below levels of confidence are defined as follows:
- (a) **High** level of confidence means no weaknesses identified in the area being assessed.
 - (b) **Good** level of confidence means one or more weaknesses identified in the area being assessed that are unlikely to affect overall delivery of the contract requirements.
 - (c) **Limited** level of confidence means one or more weaknesses identified in the area being assessed that are likely to affect overall delivery of the contract requirements.

No confidence means one or more weaknesses identified in the area being assessed that would be expected to prevent delivery of some or all of the contract requirements.

5.3 **Table 5.3 – Quality Statement - Written Scoring**

Mark	To what extent does the Tenderer's response demonstrate they are likely to meet the requirements and contribute to the delivery of the DSC Contract?
1	The Quality Statement provides no confidence the Tenderers methodology and resources will deliver the service.
3	The Quality Statement provides a limited level of confidence that: <ul style="list-style-type: none"> a. The methodology and resources will deliver the service. b. The Tenderer will act in a collaborative manner in order to continually deliver and improve the service for the full contract period. c. Detailed Quality Promises that provide clear SMART objectives will contribute to the successful delivery of the contract. d. The proposed approach is likely to be delivered. There are good examples of evidence to be verified.
5	The Quality Statement provides a good level of confidence that: <ul style="list-style-type: none"> a. The methodology and resources will deliver the service. b. The proposed measures represent additional value to the delivery of the service. c. The Tenderer will act in a collaborative manner in order to continually deliver and improve the service for the full contract period. d. Detailed Quality Promises that provide clear SMART objectives will contribute to the successful delivery of the contract. e. The proposed approach is likely to be delivered There are significant examples of evidence to be verified.
7	The Quality Statement provides a high level of confidence that: <ul style="list-style-type: none"> a. The methodology and resources will deliver the service. b. The proposed measures to exploit opportunities represent additional value to the delivery of the service. c. The Tenderer will act in a collaborative manner in order to continually deliver and improve the service for the full contract period. d. Detailed Quality Promises that provide clear SMART objectives will contribute to the successful delivery of the contract. e. The proposed approach is likely to be delivered There are significant examples of evidence to be verified.
8	The Quality Statement meets all the requirements of a 7 and has at least 1 other aspect of their tender that is innovative and adds value.

Repeat for all ten questions

6 COMMERCIAL ASSESSMENT

- 6.1.1 The Commercial Evaluation Panel will be provided with the response to the Quality Submission question regarding Contract Management (A1 - Quality Statement) for information purposes.
- 6.1.2 A Commercial Evaluation Panel will determine a total price on the following basis:
- (a) The total of the tendered rates in Appendix A tested against the Annual Hours Available for the duration of the contract.
 - (b) The Lump sum amounts in Schedule B
 - (c) An inflationary allowance calculated using the Office for Budget Responsibility (OBR) forecast for inflation over the service period, as published at the base date, applied in accordance with clause X1 of the Conditions of Contract
- 6.1.3 The Commercial Evaluation Panel will check that the resources it considers a tenderer needs to perform the DSC Contract and the tendered prices correspond. If they do not correspond and the Tenderer fails to provide a satisfactory explanation the tender may be rejected.
- 6.1.4 Examination of documents may detect errors in computation that may undermine the reliability of the tender. Tenders may be corrected by the Commercial Evaluation Panel to take into account misplaced decimal points, etc., or patent errors in arithmetic. Tenderer's will be notified and asked within 2 working days/by return to either confirm the corrected tender. Failure to agree may result in the tender being rejected.
- 6.1.5 The Commercial Evaluation Panel will undertake a review of the tenderers submitted rates and prices to ensure that in its reasonable opinion they are sufficient to provide a sustainable service. As part of this review the Commercial Evaluation Panel may ask to be provided with original evidence that demonstrates that the allowances made are reflected of forecasted costs incurred. This is a critical process and Tenderers should ensure appropriate time and resources are offered to support this. The Commercial Evaluation Panel may wish to interview appropriate staff to provide the level of satisfaction required. Failure to provide satisfactory evidence to support any part of this aspect of the submission may result in the tender being rejected.
- 6.1.6 If the Tenderers final submission does not fall within the benchmarking parameters this will be scored as a fail

7 TENDER AWARD

- 7.1.1 Highways England reserves the right not to proceed with any proposal made in response to this invitation.
- 7.1.2 As soon as possible once the award decision has been made, Highways England will confirm its decision in accordance with Regulation 86 of the Public Contracts Regulations 2015.
- 7.1.3 The Tenderer needs to confirm that the relevant insurances referred to in section 3.3 are able to be placed before contract starting date as set out in Area 4 Interim DSC Contract Data Part 1 Issue 5.
- 7.1.4 Following contract award any drawings and other documents not returned with the tender should be deleted from the Tenderer's computers and all hard copies destroyed.
- 7.1.5 Details of the contract award will be published in the Official Journal of the European Union.

8 QUALITY SUBMISSION

8.1 Introduction

- 8.1.1 Tenderers must submit their Quality Submission (Submission 2) following the structure set out and cover the items described in this document.

8.2 Quality Statement

- 8.2.1 The Quality Statement addresses the questions outlined in section 8.3.
- 8.2.2 In summary, the purpose of the Tenderer's Quality Statement is to provide Highways England with an acceptable level of confidence, that both:
 - (a) the approach is adequate for a competent and experienced contractor to successfully deliver the Service, and
 - (b) the Tenderer has the necessary competence, capability and capacity to deliver this approach and can evidence this using relevant experience.
- 8.2.3 The Quality Statement must be presented as one submission comprising the Tenderer's proposed approach to provide the Service as described in the DSC Contract, and evidence showing

- how the approach proposed has been developed from the successful delivery of similar work.
- 8.2.4 The Quality Statement should address Highways England's specific requirements. Evidence may include reference to projects from other sectors where transferable skills and capabilities can be demonstrated. Where an innovative process has been proposed, evidence may include reference to how the process has been developed in concept and tested.
- 8.2.5 For each question the Tenderer must commit to a series of Quality Promises, which are the Tenderer's quality commitments to deliver the DSC Contract. The Quality Promise is a statement from each Tenderer which will be incorporated into the final contract and become part of the Tender Quality Plan.
- (a) As a minimum Tenderers must provide one Quality Promise per question response. At their discretion Tenderer's may provide more than one Quality Promise per question with more merit being given for Quality Promises that will deliver the ambition of the DSC contract.
 - (b) Quality Promises allow Tenderers to detail their own unique performance service levels or targets that will deliver or exceed the ambition of the DSC contract. Commitments should thus be SMART to give confidence that they will create specific, measurable, accurate, relative, time targets that will control pace of change and provide detailed ambitious target. The commitment should shape your overall Approach to meet the ambition of the DSC contract.
 - (c) Quality Promises are an intrinsic part of the Quality Statement. All the methodology, evidence and requirements should therefore clearly articulate how they will combine to deliver the Quality Promise which will in turn achieve the ambition of the DSC contract relevant to the criteria.
 - (d) During Mobilisation, Highway England will seek to remove any duplication or contradiction in the Quality Promises to enable a single register.
- 8.2.6 Where there are shortfalls in the Tenderer's previous experience, or there are risks associated with the service there must be an explanation detailing how these shortfalls will be overcome that provides confidence that the approach will be adequately managed. The Tenderer must state if they believe there to be no shortfall in previous experience.
- 8.2.7 The Tenderer's response must clearly articulate and include the following five areas when addressing the questions:

- (a) The methodology and resources that will deliver the service.
- (b) The proposed measures to represent additional value to the delivery of the service.
- (c) How it will act in a collaborative manner to continually deliver and improve the service for the full contract period.
- (d) Detailed Quality Promises that provide clear SMART objectives that will contribute to the successful delivery of the DSC Contract.
- (e) How the Quality Promises will be delivered in accordance with the principles of the DSC Contract.

8.3 **Table 8.3 - Quality Statement**

Number	Question	Your response should include:
A1	How will your overall management and resourcing of the DSC contract deliver the contract objectives and design needs of the projects?	<ul style="list-style-type: none"> • A schedule of key people inclusive of the following roles as a minimum; General Manager; Commercial Manager; Quality Manager; and Principal Designer; with named CVs of the proposed key people for each design discipline and the locations where they will be based. Each CV and role profile is limited to 1 sheet of A4 paper (2 sides) and is not included in the page limit identified in 8.3.1. • An organisation chart. • Details of the systems you intend to utilise to support delivery of the proposed approach. • Your arrangement with the Subcontractor including any back to back agreements, should your approach rely on outsourcing any particular services • The key activities that you envisage being delivered offshore, if applicable.
A2	How will you undertake the design of schemes?	<ul style="list-style-type: none"> • Your understanding of Highways England's critical infrastructure and the needs of the assets within Area 4. • Your approach to ensuring designs are effectively assured and ready to construct inclusive of your design review quality procedures.

		<ul style="list-style-type: none"> • Provision of quality outline and detailed scheme designs in accordance with scheme briefs • Compliance with departures from standards and designing for maintenance (future maintenance, cost and safety) • How you proactively measure, monitor, manage and audit performance to ensure contract compliance
A3	How will you support the delivery lifecycle from Early Contractor Involvement to the construction phase of schemes?	<ul style="list-style-type: none"> • Your response to technical / design queries both during and outside of working hours • Provision of capable resources enabling production of scheme H&S files and as-built drawings to contract requirements • Provision of capable resources with appropriate experience, qualifications, training, skills and diversity to provide technical advice and undertake surveys • How you will engage and work effectively with the Highways England duty Officer, M&R contractor, CWF contractor and Others • How you will undertake surveys and the inspection of assets
A4	How will you deliver the commercial management of the service?	<ul style="list-style-type: none"> • Management of Task Orders • Mechanisms to ensure the control of costs • Sharing of efficiencies • Provision of early warnings and mitigating the need for Compensation Events through effective and efficient design • Provision of information in a timely manner to enable payment to be made • Management of variance between out-turn cost and Task Order estimate • Submission, amendment and reporting on the Annual Commercial Plan (Annex 15) in accordance with contract requirements • How interface costs will be controlled • How whole life cost solutions for Highways England and our

		customers are considered and implemented
A5	Describe how you will work in collaboration with the Community, your supply chain partners and HE to promote local employment.	<ul style="list-style-type: none"> • How you will promote collaborative behaviours to develop regionally focussed relationships for the duration of the contract • How you will promote local employment and development opportunities • How you will promote the adoption of apprenticeship programmes • How you will help to develop a strong regional culture that encourages economic growth
A6	How will you identify and fully reduce Health and Safety and environmental risks associated with delivery?	<ul style="list-style-type: none"> • Arrangements for risk mitigation and management from identification to project completion • Health and Safety mechanisms you have in place to ensure all staff are confident to report and escalate H&S and or near misses • How you will promote collaboration in order to recognise health and safety best practice and innovation

- 8.3.1 The Quality Statement must not exceed the following page limit: 35 sheets of A4 paper (70 sides). Each page must include a page number. The page limit includes all text included in the Quality Statement, title pages, drawings, diagrams, flow charts and any annexes.
- 8.3.2 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets.
- 8.3.3 Text must be presented in “Arial” font and be no smaller than 11 point, no less than single-spaced with the margins set at 2.5cm. Text used for figures, tables, drawings, sketches, diagrams and flow charts must be no smaller than 8 point.
- 8.3.4 The pages of the Quality Statement must be numbered, and responses to each question should be numbered A1-A10. Page numbers and other header or footer information may be included in the margin space.
- 8.3.5 Subject to paragraph 8.3.6 if Submission 2 exceeds the page limits set out above then Highways England may reject the tender. If it is not rejected, the content of the pages after the limit will not be considered in the tender evaluation procedure.
- 8.3.6 If Tenderers consider that the page limit is insufficient to provide the information required by these Instructions, then a tender query

should be raised to the Procurement Officer. No guarantee can be given that the page limit will be increased.

9 COMMERCIAL SUBMISSION

- 9.1.1 Tenderers must submit a Commercial Submission (Submission 3) which follow the structure set out and cover the Items described in this document.

9.2 Completed Contract Data Part Two

- 9.2.1 The Tenderer is to include the completed Contract Data Part Two.

9.3 Task Schedule

- 9.3.1 The tenderer is to include priced Appendices A and B of the Task Schedule.

- 9.3.2 The lump sum items, rates and percentages (Business Overhead, Subcontract Overhead, Subconsultant's Office Overhead, Highways England Office Overhead) are to be calculated in accordance with the Task Schedule. The prices tendered are to be built up from verifiable forecast costs. A tender that is priced on any other basis will be rejected.

- 9.3.3 Tenderers must price:

- (a) all items, rates, fees, percentages and Adjustments in Appendices A & B of the Task Schedule,
- (b) all items, rates, fees, percentages and adjustments to two decimal places and
- (c) all items, rates, fees, percentages and adjustments separately.

- 9.3.4 Tenderers are not permitted to:

- (a) price any item, rate, fee, percentage or adjustment within another item, rate, fee, percentage and adjustment,
- (b) cross subsidise any item, rate, fee, percentage or adjustment within any other item, rate, fee, percentage or adjustment,
- (c) make any assumptions regarding the use or relevance of any item, rate, fee, percentage, adjustment or quantity or

- (d) duplicate any price.

9.3.5 Tenderers who price on any other basis and/or make any such assumptions may be rejected.

9.3.6 Where a Tenderer prices an item, rate, fee or percentage or adjustment as zero, the Tenderer must provide Highways England with a detailed explanation of why the item, rate, fee, percentage or adjustment is zero. This information must be included in Submission 3.

9.3.7 In the event that a Tenderer prices an item, activity, rate or percentage as zero, the Tenderer is confirming that both the Tenderer's forecast price and actual price will not include anything for it.

9.3.8 In the event that a Tenderer includes a credit for any item, rate, fee or percentage, the Tenderer must provide Highways England with a schedule showing:

- (a) a detailed explanation of how and why there is a credit in relation to each item, rate, fee or percentage where a credit is said to exist, and
- (b) details of how each credit identified is consistent with the terms of the DSC Contract. This information must be included in the Tenderer's in Submission 4. A credit must be shown against the price of an item or activity to which the credit relates.

9.3.9 Tenderers are to note that these Instructions for Tenderers and the DSC Contract do not provide for working capital or any other loans to Tenderers as part of this procurement process and Highways England can confirm that loans will not be provided by Highways England in any circumstances.

9.4 **Lump Sum and Overheads Resource Schedule**

9.4.1 Tenderers are to provide a detailed schedule of the resources for all lump sum items which must follow the requirements identified in Lump Sum Resource Table B1 in the Task Schedule Appendix B. The resources are to be itemised for people and expenses, and sufficient detail is to be provided to enable the resource implications, the methodology and assumptions to be fully understood. Where resources are shared between activities or are utilised on a part time basis, full time equivalents must be clearly shown. Tenderers must provide details of the basis of the build-up, including the number of hours used to calculate full time equivalents in sufficient detail to demonstrate which elements of cost have been included. Entries for people are to identify the posts and roles, and not the names of individuals. The substantiation must be based on verifiable costs.

9.4.2 The tender is to include overhead schedules showing:

a) the build-up and substantiation of the Consultant's Office Overhead and Highways England Office Overhead percentage stated in Tables 1 and 2 of Appendix A of the Task Schedule, in sufficient detail to demonstrate which elements of cost have been included. The substantiation must be based on verifiable costs. and

b) the build-up and substantiation of the Business and Subcontract Overhead percentages stated in Table 3 of Appendix A of the Task Schedule, in sufficient detail to demonstrate which elements of cost have been included. The substantiation must be based on verifiable costs.

10 SELECTION QUESTIONNAIRE

10.1.1 Tenderers should complete the Selection Questionnaire which can be found in Annex 1 of the IfT.