



National Highways Limited


Tree Nursery Supply Procurement

Instructions for Tenderers

December 2022

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1 PROCUREMENT SUMMARY

1.1 Context and National Highways' Aims

- 1.1.1 National Highways Limited has a requirement for its chosen Supplier to grow, supply and deliver to site(s) the required plant species from seeds to be provided by National Highways in accordance with the "National Plant Specification" (see link in Annex 02 of the Contract in Annex 2). The contract is to include provisions for additional plants to the quantities and species identified in writing by National Highways.
- 1.1.2 The quantity and species required is included in the price list and the Scope. The list is calculated based on the actual seed order placed for the first growing cycle and multiplied by five to reflect the five growing cycles, therefore the list is indicative and actual species or quantities may vary as the annual orders will capture the latest requirements. National Highways will deliver an annual allocation of seeds for each growing cycle during the Contract. Any additional quantities and new species requirements notified in writing to the Supplier must be of regional UK provenance.
- 1.1.3 The Supplier will be required to enter into one Contract with National Highways for the growing of the provided seeds.

1.2 Contract Features

- 1.2.1 Key features of the Contract include that it:
 - 1.2.1.1 will be for six years, comprising five growing cycles with no options to extend.
 - 1.2.1.2 will be an Open procedure under Regulation 27 of the Public Contract Regulations.
 - 1.2.1.3 will require the Supplier to clearly identify and retain a dedicated suitable space to grow National Highways' required plant species as per the seeds provided.
 - 1.2.1.4 will require the plant species to be grown in accordance with the latest nursery industry best practice, in sustainable non-peat growing media and under phytosanitary and biosecurity procedures to limit the spread of undesirable pests and diseases.

2 DEFINITIONS AND INTRODUCTION

2.1 Definitions

2.1.1 Words and phrases with an initial capital letter used in this document shall have the meanings set out in Error! Reference source not found..

Table 1 Table of Definitions

Term	Definition
Assessment	the part of the procurement process described in section 7.3 of these Instructions;
Associated Company	has the meaning given in section 256 of the Companies Act 2006;
Award Criteria	the criteria described in these Instructions that National Highways will use to identify the most economically advantageous Tender;
Commercial Assessment Panel	the group of assessors that assesses the Commercial Submission;
Commercial Envelope	the area on the Sourcing Portal in which Tenderers should submit their Commercial Submission;
Commercial Score	the score awarded by the Commercial Assessment Panel after its assessment of the Commercial Submission;
Commercial Submission	the part of the Tender to be submitted in the Commercial Envelope in accordance with section 6.10 of these Instructions, comprising the completed Commercial Workbook;
Commercial Workbook	the document to be completed by Tenderers in the form set out in Appendix F to these Instructions;
Conditions of Tendering	section 4 of these Instructions setting out the general processes, procedures and rules for Tenderers to follow when submitting a Tender;
Contract	the contract to be entered between National Highways and the successful Tenderer in the form of the document in Annex 2;
Contract Notice	the Contract Notice advertising the Contract published in the FTS as described in paragraph 2.2.1 of these Instructions;
Contract Policy and Compliance Submission	the part of the Tender to be submitted in accordance with section 6.6 of these Instructions;
EIRs	the Environmental Information Regulations 2004 (S1 2004/3391);

Quality Score	the Tenderer's Quality Score determined in accordance with paragraph 7.6.10 of these Instructions;
FOIA	the Freedom of Information Act 2000 (as amended);
FTS	the Find a Tender service, the UK e-notification service where notices for new procurements are required to be published;
Instructions	this Instructions for Tenderers document;
Price	the Price for each Tender determined by the Commercial Assessment Panel in accordance with paragraphs 7.3.1 – 7.3.10 of these Instructions;
Procurement Officer	the individual identified in paragraph 2.2.3 of these Instructions;
Qualification Envelope	the area on the Sourcing portal in which Tenderers should submit their Selection Questionnaire Submission;
Quality Assessment Panel	the group of assessors that assesses the Quality and Social Value Submissions and determines the Quality and Social Value Score for each Tenderer;
Quality and Social Value Consensus	the part of the procurement process described in section 7.4 of these Instructions;
Quality Questions	the Questions set out in Appendix E to these Instructions to be answered by Tenderers as part of their Quality Submission;
Quality Submission	the part of the Tender to be submitted in accordance with section 6.7 of these Instructions;
Regulations	the Public Contracts Regulations 2015 (as amended);
Selection Questionnaire (SQ)	the document to be completed by Tenderers in the form set out in Annex 1 to these Instructions;
Selection Questionnaire Submission	the part of the tender containing the Selection Questionnaire and associated documents to be submitted in accordance with section 6.5 of these Instructions;
Social Value	the economic, social, and environmental well-being considerations to be delivered when performing a public Supplies contract;
Social Value Question	the question set out in Appendix E to these Instructions to be answered by Tenderers in their Social Value Submission;
Social Value Score	the Tenderer's Social Value Score determined in accordance with paragraph 7.6.10 of these Instructions;
Social Value Submission	the part of the Tender to be submitted in accordance with section 6.8 of these Instructions;

Sourcing Portal	National Highways' BRAVO web-based system used to conduct and manage the procurement process from Tender invitation, including all communications, provision of data and information and submissions;
Technical Envelope	the area on the Sourcing Portal in which Tenderers should submit their Contract Policy and Compliance Submission, their Quality Submission and their Social Value Submission;
Tender	an offer by a Tenderer in response to these Instructions which includes all supporting Tender response documents, rates and prices and proposals;
Tender Query	a question or request for clarification submitted by a Tenderer and answered by National Highways in accordance with section 5.2 of these Instructions;
Tenderer	the individual, organisation or consortium submitting a Tender; and
Total Score	the overall score awarded following the application of the competition weightings (60% quality, 10% social value and 30% commercial) described in section 7.7 of these Instructions.

2.2 Instructions for Tenderers

- 2.2.1 These Instructions are issued further to the FTS Contract Notice reference number [insert reference number]. The Contract is being procured in accordance with the open procedure in regulation 27 of the Regulations and the procurement seeks to identify the most economically advantageous Tender to National Highways.
- 2.2.2 The purpose of this document is to provide Tenderers with information about the procurement process, the timetable and the Conditions of Tendering. The document describes the Contract which National Highways is seeking to procure. It also sets out the Award Criteria and how they will be applied to identify the most economically advantageous Tender with the inclusion of Social Value aligning to Procurement Policy Note (PPN) 06/20.
- 2.2.3 Tenderers may only contact National Highways through the Sourcing Portal, unless they are unable to access the Sourcing Portal in which case, they must contact the Procurement Officer by email. The Procurement Officer for this procurement is david.stone@nationalhighways.co.uk
- 2.2.4 Whenever in these Instructions there is reference to a meeting being held between National Highways and one or more of the Tenderers such a meeting may be held face to face, by telephone or by Microsoft Teams or by another reasonably widely available medium chosen by National Highways.

3 PROCUREMENT STRATEGY

3.1 Procurement Timetable – Key events and dates

- 3.1.1 Indicative key dates and deadlines for the procurement process are set out in **Table 2** below. These dates will be kept under review by National Highways and National Highways reserves the right to change them. National Highways will notify all Tenderers as soon as practicable of any changes that may be made to the key dates of the procurement process:

Table 2 Key events and dates

Key Event	Date
Issue IfT	23 rd December 2022
Last date for submission of Tender queries	23 rd January 2023
Last date for response to Tender queries	25 th January 2023
Tender return date	30 th January at noon
Tender Assessment	Feb 2023
Standstill letters issued	27 th February 2023
Contract Award	13 th March 2023

4 CONDITIONS OF TENDERING

4.1 General

- 4.1.1 All Tenders must be submitted in accordance with these Instructions. National Highways reserves the right to exclude any Tender from the competition which does not comply with these Instructions.
- 4.1.2 Wherever these Instructions state that National Highways reserves a right to, or “may” exclude a Tenderer (e.g. for non-compliance with any requirement of these Instructions or a “fail” under any specific criterion) then National Highways is at liberty to exercise such discretion as it sees fit to balance fair and equal treatment of all Tenderers with a proportionate response to the relevant non-compliance or failure.
- 4.1.3 The contents of these Instructions and of any other documentation sent to Tenderers in respect of the procurement remain the property of National Highways and must be treated as private and confidential at all times.
- 4.1.4 Tenderers are required to conduct themselves in good faith in all dealings in relation to the procurement.
- 4.1.5 All contact with National Highways during the procurement period in relation to this procurement must be made through the Sourcing Portal, unless a Tenderer is unable to access the Sourcing Portal in which case, they must contact the Procurement Officer by email. There should be no direct contact by Tenderers with National Highways or its advisers, consultants, or contractors unless this is expressly agreed in advance by National Highways or expressly permitted by these Instructions.
- 4.1.6 National Highways reserves the right to allow any Tenderer to correct an error in its Tender or clarify elements of its Tender to National Highways’ satisfaction rather than exclude such a Tenderer where National Highways is satisfied such action would be proportionate to the relevant issue and would not result in discrimination to other Tenderers or amount to unfair treatment.

4.2 Disclosure Requests and Transparency

- 4.2.1 Under the FOIA, the EIRs or the Regulations National Highways may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the procurement including any Tenders received.
- 4.2.2 Under the UK Government’s Procurement Policy Note 09/21 (Guidance on the Transparency Requirements for Publishing on Contracts Finder) dated November

2021, National Highways is obliged to publish the details of the successful Tenderer and the provisions of any Contract(s) let pursuant to this procurement, excluding only information which is exempt from disclosure pursuant to the FOIA, EIRs or the Regulations.

- 4.2.3 Tenderers must be aware that National Highways could receive requests for any information relating to this procurement. National Highways is under a legal obligation to disclose such information if validly requested unless an exemption applies. National Highways may also be obliged to make disclosures under other legislation or applicable codes or otherwise as required by law, including by order of a court of competent jurisdiction. Without prejudice to National Highways' obligation to disclose information in accordance with the FOIA, EIRs and the Regulations, National Highways will, acting reasonably but at its sole discretion, consider the application of any exceptions set out in section 43 of the FOIA to any information identified by a Tenderer as genuinely commercially sensitive or any other relevant FOIA or EIRs exemption.
- 4.2.4 Tenderers are therefore invited to return (in the Technical Envelope Section 1) a document in the form of **Appendix I** of these Instructions to state which information in their Tender should not be disclosed due to one of the exemptions applying, for example because to do so would, or would be likely to, prejudice their commercial interests. Applications for non-disclosure must include:
- a) Clear and substantive justification; and
 - b) A time limit after which the information may be disclosed as the exemption will no longer apply.
- 4.2.5 National Highways will endeavour to consult with the Tenderer and have regard to the Tenderer's representations before it releases any information in response to a request made under the FOIA or the EIRs. However, National Highways will be entitled to determine in its absolute discretion, including where it considers that it would not be appropriate to consult with the Tenderer, whether any information is exempt from release under either the FOIA or the EIRs, or alternatively is to be disclosed in response to a request for information.
- 4.2.6 All central government departments, 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.

- 4.2.7 For these purposes, National Highways may disclose within government any documents and information (including any that the Tenderer considers to be confidential and/ or commercially sensitive, such as specific information within the Tender) submitted by the Tenderer to National Highways during this procurement process. Tenderers consent to these terms as part of the procurement process.
- 4.2.8 When taking up references as part of the Selection Questionnaire process National Highways confirms that it will keep confidential and will not disclose to any third parties any information obtained from a Tenderer's named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations, or pursuant to an order of the court or demand made by any competent authority or body where National Highways is under a legal or regulatory obligation to make such a disclosure.
- 4.2.9 Tenderers must note that National Highways may be required to publish the names of the Tenderers.

4.3 **Non-collusion**

- 4.3.1 Tenderers are required to return (in the Technical Envelope Section 1) a non-collusion certificate in the form of the document at **Appendix J** as part of their Contract Policy and Compliance Submission.
- 4.3.2 Where collusion between Tenderers (or any relevant parties with an interest in the procurement which may prejudice the outcome of the procurement) has been found to occur, National Highways reserves the right to exclude from this procurement any potential Tenderer at its discretion (without prejudice to any other civil remedies available to National Highways and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

4.4 **Publicity and marketing**

- 4.4.1 All publicity activity in relation to this procurement or the award of any subsequent Contract(s) is prohibited except with the prior written agreement of National Highways. Tenderers must, prior to any form of response, notify National Highways via the Sourcing Portal of any enquiries received from the media regarding this procurement.

4.5 **Change of Ownership**

- 4.5.1 A Tenderer must immediately advise National Highways if:

- a) Its ownership or the ownership of any member of its tendering consortium changes; or
- b) The composition of its tendering consortium (including its proposed joint venture partners or their parent companies, or key subcontractors) changes; or
- c) Any organisation involved in the preparation of any Tender documents (including those of other Tenderers) is acquired by it or by any member of its consortium (or any of its or their Associated Companies); or
- d) It (or one of its Associated Companies) completes the takeover of, or merges with, another Tenderer (or one of its Associated Companies).

4.5.2 If it is considered that a change in ownership or the composition of a consortium described in section 4.5.1 would result in a conflict of interest, National Highways reserves the right to exclude the relevant Tenderer from the competition.

4.5.3 National Highways reserves the right to exclude any Tenderer that fails to advise National Highways in accordance with paragraph 4.5.1 or where a Tenderer otherwise contravenes the Conditions of Tendering regarding a Tenderer's change in ownership or consortium composition.

4.5.4 National Highways reserves the right to exclude any Tenderer from the procurement where any change in its economic or financial standing means the Tenderer would no longer meet the minimum financial requirements set out in the Selection Questionnaire.

4.6 **Conflicts of Interest**

4.6.1 A "conflict" or "potential conflict" is any circumstance which creates a conflict of interest for a Tenderer or which could have an impact on the fair, transparent and non-discriminatory nature of this procurement process.

4.6.2 Where there is any indication that a conflict of interest, or potential conflict of interest, between the Tenderer, its advisers, National Highways or National Highways' advisers or any combination thereof has arisen or may arise it will be the responsibility of the Tenderer (using a document in the form of **Appendix K** to be returned in the Technical Envelope Section 1) to inform National Highways immediately via the Sourcing Portal setting out the conflict or potential conflict in detail together with the measures taken and/or to be put in place to identify, prevent and/or remedy any conflict or potential conflict of interest. In such circumstances, National Highways will be the final arbiter on issues of conflict or potential conflict of interests and, in cases where the actual or

potential conflict of interest cannot (in National Highways reasonable opinion) be effectively remedied, National Highways will exclude the relevant Tenderer from the procurement.

- 4.6.3 If National Highways becomes aware of any actual or potential conflict of interest that the Tenderer has not declared to National Highways, the Tenderer may be excluded from the procurement.
- 4.6.4 Tenders by groups of entities or Associated Companies must be submitted autonomously and independently with appropriate evidence provided of measures which ensure this is in accordance with paragraphs 4.6.2 or 4.6.5. Should National Highways suspect that relationships between groups of entities or affiliate companies means that they are not independent and evidence to demonstrate otherwise is not provided, that Tenderer may be excluded from the procurement.
- 4.6.5 National Highways considers that a potential conflict of interest could arise where the same entity is bidding in different capacities, for example, bidding in its own right and as a sub-contractor to another Tenderer or as a consortium partner in another bid. In such circumstances the Tenderer should address the potential conflict in the manner set out in paragraph 4.6.2.

4.7 Tender Warranties

- 4.7.1 These Instructions and their associated documentation are provided in good faith. No warranty is given by National Highways as to the accuracy or completeness of information contained in it. Any liability for inaccuracy or incompleteness is expressly disclaimed by National Highways. Tenderers are to satisfy themselves they understand all requirements of the procurement process and all associated documents before submitting a Tender.
- 4.7.2 National Highways reserves the right to cancel, amend or vary the procurement process at any point prior to the award of the Contract (in whole or in part) and with no liability on its part.
- 4.7.3 National Highways reserves the right not to accept any Tender for any reason given in these Instructions or the Regulations.
- 4.7.4 National Highways is not liable for any costs resulting from any amendment or cancellation of this procurement process nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those tendering. Tenderers submit a Tender at their own risk and expense.

- 4.7.5 Tenders will remain open for acceptance by National Highways for a period of 180 days from the closing date for the submission of Tenders after which period the validity of a Tender will be subject to confirmation by the Tenderer.

4.8 Tender Documents

- 4.8.1 The documents provided to Tenderers are listed in **Appendix A** – Document Register.
- 4.8.2 If Tenderers experience any difficulty in locating or opening documents listed in **Appendix A** or within any of the referenced documents, then a Tender Query should be raised via the Sourcing Portal.
- 4.8.3 All documents and information issued to Tenderers remain the property of National Highways and may only be used for the purpose of tendering, they must not be disclosed to persons unconnected with the Tender and must be destroyed on completion of the procurement.

5 TENDER COMMUNICATIONS

5.1 Recorded video or narrated slide presentations

- 5.1.1 National Highways held a Market Engagement event on 1st December 2022 to provide information and answer queries from interested parties. That event was recorded.
- 5.1.2 Tenderers will be able to access the recorded event via the Sourcing Portal where full joining instructions and protocols will be provided. National Highways will inform Tenderers when the presentations are available for access.
- 5.1.3 Tenderers should note that the content of the recorded event is correct at time of release only and may not reflect changes made to these Instructions during the procurement process.
- 5.1.4 These Instructions and any clarifications or amendments to them issued via the Sourcing Portal take precedence over any information provided in the recorded event.

5.2 Tender Queries

- 5.2.1 If Tenderers have any queries or require any clarification concerning any aspect of these Instructions, then they should submit a Tender Query to National Highways through the Sourcing Portal not later than the date shown in **Table 2**.
- 5.2.2 Tender Queries will only be permitted until the date shown in **Table 2**. This deadline is designed to permit National Highways to consider and respond to all Tender Queries within sufficient time to enable Tenderers to take account of National Highways' response ahead of the Tender return date.
- 5.2.3 National Highways reserves the right not to provide a response to any Tender Query raised by a Tenderer received after the date shown in **Table 2**.
- 5.2.4 All Tender Queries and responses will be published openly to all Tenderers unless specifically marked "Commercially Sensitive" or "Confidential" by the Tenderer at the time of submission. If so, marked Tenderers must explain why they consider that the Tender Query is commercially sensitive or confidential. These Tender Queries and National Highways' responses will, subject to paragraph 5.2.5, not be circulated to other Tenderers.
- 5.2.5 If a Tenderer states that a Tender Query is in their opinion commercially sensitive or confidential, but National Highways does not agree, National Highways reserves the right to notify the Tenderer of its decision and reserves the right to offer the Tenderer an opportunity to withdraw the relevant Tender Query. If the Tenderer does not elect

to withdraw the relevant Tender Query within the specified timeframe or within three working days (whichever is the later), the relevant Tender Query and response is circulated to all Tenderers.

5.2.6 Where, in response to a Tender Query or otherwise, National Highways makes available further information that is relevant to the Tender then such information will be made available to all Tenderers.

5.2.7 It shall be National Highways' decision whether and how to answer a Tender Query. National Highways accepts no liability arising from the provision of clarification or further information or a decision not to provide further clarification or information.

5.3 Tender Amendments

5.3.1 The Procurement Officer may make amendments to these Instructions and/or the documents in **Appendix A** and shall issue them to all Tenderers via the Sourcing Portal. Only in exceptional circumstances will amendments be issued after the closing date for submission of Tenders in the form of a post Tender amendment. Exceptional circumstances include where National Highways wishes to correct an error in these Instructions and/or the documents in **Appendix A**.

5.3.2 National Highways officers or consultants do not have the authority to make any amendment to these Instructions except through an amendment issued by the Procurement Officer. If a purported amendment is made by anybody except the Procurement Officer, this is not to be considered valid and the Tenderer must refer the matter to the Procurement Officer immediately.

6 TENDER SUBMISSION REQUIREMENTS

6.1 General

- 6.1.1 National Highways reserves the right to exclude Tenders not received by the Tender return date and time shown in **Table 2** (subject to any amendments to that date or time issued by National Highways). If a Tender is submitted after this deadline the Tenderer may be asked to explain and/ or evidence any system or material issue that prevented it from submitting its Tender by the deadline.
- 6.1.2 Tenders must be submitted using the Sourcing Portal and in accordance with these Instructions. Tenders must be complete and documents which are provided for Tenderers to fill in and return shall not be altered. Tenders shall not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Tender equivocal. National Highways reserves the right to exclude any Tenders which do not comply with the Instructions in this paragraph.
- 6.1.3 Before a Tender can be submitted the Tenderer must answer the confirmation statements within the Sourcing Portal, confirming that the person confirming is empowered to submit the Tender on behalf of their organisation, that the Tenderer accepts these Instructions (and any amendments or answers to Tender Queries), and that their tender is valid for 180 days.
- 6.1.4 Tenders will remain open for acceptance by National Highways for a period of 180 days from the closing date for the submission of Tenders after which period the validity of a Tender will be subject to confirmation by the Tenderer.

6.2 Document Control

- 6.2.1 A checklist of the documents to be returned with the Tender is set out in **Appendix B**. Each Tender including those documents must be submitted in three online envelopes as follows, further detail is given in **Appendix B**:
- Qualification Envelope;
 - Technical Envelope; and
 - Commercial Envelope.
- 6.2.2 Tenders and supporting documents must be written in English and priced in Pounds Sterling.
- 6.2.3 Tenders must comply with the following document restrictions:

- a) The page limits as identified in **Appendix E** (Quality and Social Value Questions) must be adhered to, all parts of the submission including title pages, drawings, diagrams, organograms, flow charts and annexes.
- b) The pages of any document with a page limit must be numbered. Page numbers and other header or footer information may be included in the margin space; and
- c) Text must be presented in “Arial” font and be no smaller than 11 point, single-spaced. All margins are to be set at no less than 2.54 centimetres. Text no smaller than 10 point can be used for drawings, diagrams, and flow charts.

6.2.4 If the Quality Submission or Social Value Submission or any part of either of them exceeds the page limits, the content of the pages after the limit is reached will be disregarded and not distributed to the members of the Quality Assessment Panel for assessment.

6.2.5 Documents are to be clearly referenced, sequenced and provided in Microsoft 2016 or Microsoft 365 Word and Excel formats, with the exception of templates forming part of the documents requiring completion by the Tenderer which shall retain their original format.

6.2.6 Where the response to a question requires multiple files to be uploaded these can be combined in a single zip file. No single file is to be larger than 20Mbytes. Tenderers should label each file using the naming convention.

- a) Tenderer initials
- b) Name of document given in **Appendix A**.

Example Format - “ABC Limited Selection Questionnaire.”

6.3 **Variant Bids**

6.3.1 National Highways will not accept any variant bids in response to these Instructions and any variant bid received will be excluded.

6.4 **Tender Submission**

6.4.1 Tenderers are required to submit the following five submissions:

- Selection Questionnaire Submission
- Contract Policy and Compliance Submission

- Quality Submission
- Social Value Submission
- Commercial Submission

6.5 Selection Questionnaire Submission

6.5.1 Tenderers are required to return the Selection Questionnaire Submission in the Qualification Envelope on the Sourcing Portal in accordance with the guidance in **Annex 1** Selection Questionnaire.

6.5.2 The Selection Questionnaire includes the following:

- a) PART 1: Potential supplier information
- b) PART 2: Questions testing if any exclusion grounds apply

6.6 Contract Policy and Compliance Submission

6.6.1 Tenderers are required to complete and return in the Technical Envelope (Section 1) on the Sourcing Portal the Contract Policy and Compliance Submission, comprising:

- a) the executed Form of Tender;
- b) name, address and email for service of notices;
- c) the key person schedule in **Appendix M**; and
- d) the policy compliance statements described in **Table 3** confirming that they will adhere to National Highways' relevant policies in the event that they are successful in this procurement.

Table 3 Policy and Compliance Documents Requirements

Policy	Mandatory requirement?	Refer to	Response Required via
Confirmation that the Tenderer will enter into the parent company guarantee if so required	Yes, if applicable	Section C1 of Appendix C	Bravo Technical Envelope
Legal Opinion for Tenderers that are non-UK Registered Companies	If the Tenderer is a non-UK registered company	Section C2 of Appendix C	Bravo Technical Envelope

Policy	Mandatory requirement?	Refer to	Response Required via
Statement that Tenderer will support use of SMEs as its sub-contractors	Yes	Section C3 of Appendix C	Bravo Technical Envelope
Information Assurance Statement	Yes	Section C4 of Appendix C	Bravo Technical Envelope
Data Protection Statement (GDPR)	Yes	Section C5 of Appendix C	Bravo Technical Envelope
Non-Collusion Compliance	Yes	Appendix J	Bravo Technical Envelope
Fair Payment Charter Compliance	Yes	Appendix L	Bravo Technical Envelope
Anti-bribery Code of Conduct Compliance	Yes	Appendix L	Bravo Technical Envelope
Anti-fraud Code of Conduct Compliance	Yes	Appendix L	Bravo Technical Envelope
Armed Forces Covenant Compliance	Yes	Appendix L	Bravo Technical Envelope

6.6.2 All the documents detailed in Error! Reference source not found.**3** must be submitted as part of the Tender. National Highways reserves the right to exclude a Tenderer that fails to provide compliance statements.

6.6.3 Tenderers should refer to **Appendix C** and **Appendix L** for further details regarding each policy requirement.

6.7 Quality Submission Instructions

6.7.1 Tenderers are required to complete and return in the Technical Envelope (Section 2) on the Sourcing Portal their Quality Submission, comprising responses to the Quality Questions in **Appendix E**.

6.7.2 Each Quality Question sets out the following:

- **Ambition** – the outcome National Highways is seeking to obtain;
- **Question** – the question that Tenderers must respond to; and

- **Requirements** – the minimum requirements National Highways considers essential to deliver the Ambition.

6.7.3 A Tenderer's response to each Quality Question must include the following components:

- a) Methodology: describing the methods to be used, which must as a minimum address all the requirements; and
- b) Evidence: showing how the methodology has been previously used, tested or piloted; and

6.7.4 The requirements in each of the Quality Questions are the areas National Highways believe essential to enable the Ambition to be achieved. Each requirement must be clearly addressed, detailing the specific methodology that will deliver the requirement. Each requirement will be given equal importance by the Quality Assessment Panel.

6.7.5 Tenderers must provide evidence to support their methodology. Tenderers must provide evidence to demonstrate they have successfully delivered the methodology previously, or that the methodology has been successfully used by others, or that it has been tested for example by trials, pilot schemes or research.

6.7.6 The Quality Submission will be incorporated into the Contract on award.

6.8 Social Value Submission Instructions

6.8.1 Tenderers are required to complete and return in the Technical Envelope (section 2) on the Sourcing Portal their Social Value Submission, comprising a response to the Social Value Question in Appendix E.

6.8.2 The Social Value Question sets out the following:

- Ambition – the outcome National Highways is seeking to obtain.
- Question – the question that Tenderers must respond to; and
- Requirements – the minimum requirements National Highways considers essential to deliver the Ambition.

6.8.3 A Tenderer's response to the Social Value Question must include the following components:

- a) Methodology: describing the methods to be used, which must as a minimum address all the requirements; and

- b) Evidence: showing how the methodology has been previously used, tested, or piloted; and

6.8.4 The requirements in the Social Value Question are the areas National Highways believe essential to enable the Ambition to be achieved. Each requirement must be clearly addressed, detailing the specific methodology that will deliver the requirement. Each requirement will be given equal importance by the Quality Assessment Panel.

6.8.5 Tenderers must provide evidence to support their methodology. Tenderers must provide evidence to demonstrate they have successfully delivered the methodology previously, or that the methodology has been successfully used by others, or that it has been tested for example by trials, pilot schemes or research.

6.8.6 The Social Value Submission will be incorporated into the Contract on award.

6.9 Key Person Submission

6.9.1 Tenderers are to provide a completed key person schedule using the document in **Appendix M** to be returned by them in section 1 Contract Policy and Compliance of the Technical Envelope. This lists the key persons proposed for the roles identified.

6.9.2 The key person submission will not be assessed as part of the Tender but will become part of the Contract on award.

6.10 Commercial Submission Instructions

6.10.1 Tenderers are required to submit in the Commercial Envelope on the Sourcing Portal a completed Commercial Workbook found in **Appendix F** of these Instructions.

6.10.2 Tenderers are to complete the Commercial Workbook in accordance with the information and guidance notes provided within the Commercial Workbook.

6.10.3 Tenderers must price all items (rates, percentages and prices) in the Commercial Workbook.

6.10.4 Tenderers must price all items separately and to two decimal places.

6.10.5 Tenderers are not permitted to:

- a) price any item within another item;
- b) cross subsidise any item within any other item;
- c) make any assumptions regarding the use or relevance of any item; or

d) price any item as zero (£0.00)

6.10.6 Tenderers who price on any other basis and/or make any such assumptions may have their Tender excluded from the procurement.

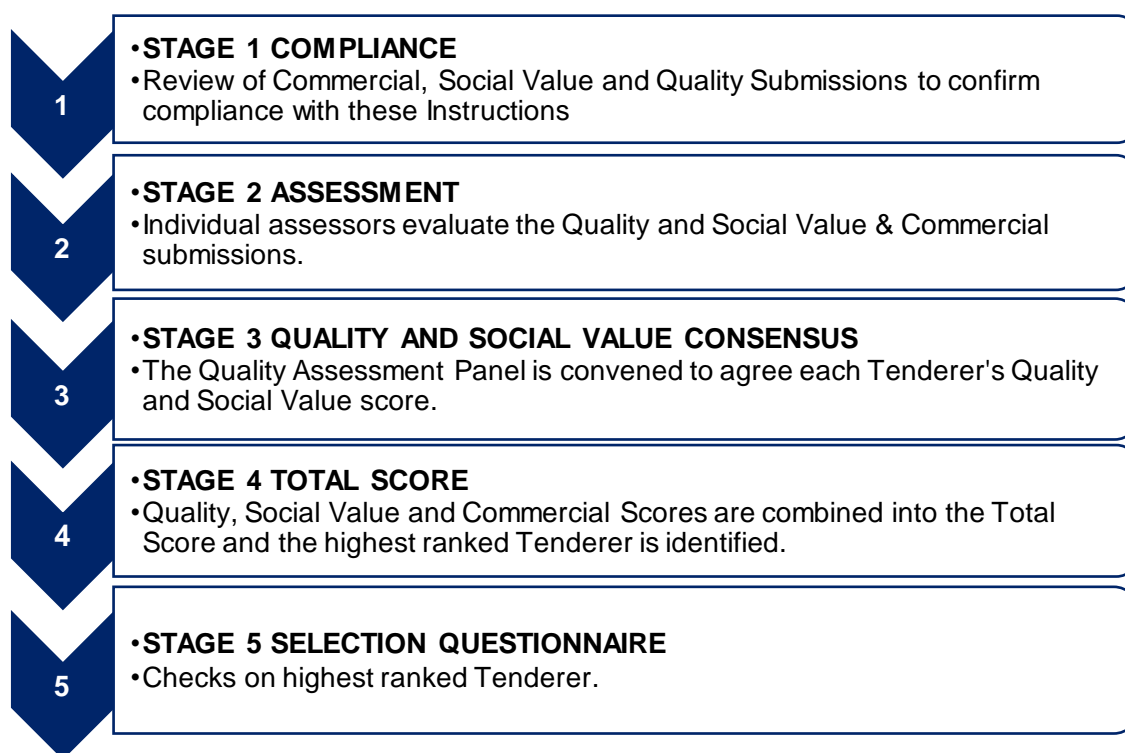
7 TENDER ASSESSMENT PROCEDURE

7.1 Tender Assessment Procedure

7.1.1 The Tender assessment procedure identifies the Most Economically Advantageous Tender to National Highways by first assessing the Submissions for compliance then calculating the Quality Score, Social Value Score and the Commercial Score and combining them in the ratio of [60%] Quality, [10%] Social Value and [30]% (Commercial) to derive the Total Score and finally by applying the pass/fail and mandatory Selection Questionnaire requirements.

7.1.2 The assessment of Tenders will be carried out in the five stages shown in **Figure 1**:

Figure 1 Tender Assessment Procedure Stages



7.2 Stage 1 - Compliance

7.2.1 In this stage National Highways undertakes an initial check for Tender completeness and compliance, including that:

- a) a full and complete set of correct documents and submissions has been uploaded to the Sourcing Portal;
- b) the submitted documents and submissions are without qualification;
- c) no further documents were submitted beyond those required;

- d) all relevant elements of the Selection Questionnaire have been self-certified by the Tenderer as compliant; and
- e) the page count in the submitted documents and submissions has not been exceeded.

7.2.2 National Highways reserves the right to exclude a Tender that does not meet the conditions in paragraph 7.2.1(a) – (e) and will ignore any pages in excess of the page count.

7.3 **Stage 2 - Assessment**

7.3.1 National Highways reserves the right to seek clarification of any part of a Tender to assist in its consideration of the Tender but shall be under no obligation to do so. It is the responsibility of Tenderers to ensure their Tender is free of errors and complies with these Instructions.

Commercial Assessment

7.3.2 The Commercial Assessment Panel will assess the Commercial Submission provided by the Tenderer using the two-stage process described in paragraphs 7.3.2 to 7.3.10 of these Instructions.

Step One: Commercial Compliance

- 7.3.3 The Commercial Assessment Panel is completely independent of the Quality Assessment Panel, and no documents or information is shared between the panels.
- 7.3.4 The Commercial Assessment Panel will check that Tenderers have submitted the Commercial Workbook in accordance with these Instructions and the guidance notes in the Commercial Workbook.
- 7.3.5 If the Commercial Assessment Panel wishes to request clarification the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal.
- 7.3.6 Examination of documents by National Highways may detect mathematical errors in computation that may undermine the reliability of the Tender. National Highways will highlight these errors to the Tenderer, so they can be corrected.

Step Two: Commercial Assessment

7.3.7 The Commercial Assessment Panel will determine a Price for each Tender, built up from the worksheets contained within the Commercial Workbook.

7.3.8 The Tenderer with the lowest Price is awarded a Commercial Score of 100. The Commercial Scores of other Tenderers are calculated by deducting from 100 the percentage variance by which their Price is above the lowest Price. There will be no negative scoring, so the minimum possible Commercial Score is zero.

7.3.9 The Commercial Score will be determined by using the following calculation:

If 'Tenderer's Price' $\leq 2 \times$ 'lowest Price' then:

$$'Tenderer's Commercial Score' = 100 \times \left(1 - \frac{('Tenderer's Price' - 'lowest Price')}{('lowest Price')}$$

If 'Tenderer's Price' $> 2 \times$ 'lowest Price' then:

$$'Tenderer's Commercial Score' = 0$$

7.3.10 A worked example is provided in **Appendix G**.

7.3.11 If the Tenderer with the lowest Price is excluded from the competition, then the second lowest priced Tender will score 100 and the other Commercial Scores will be re-calculated in accordance with paragraphs 7.3.7 – 7.3.9.

Quality Assessment (including Social Value)

Quality Sub Criteria

7.3.12 The Quality sub-criteria are detailed in Error! Reference source not found.below.

Table 4 Quality sub-criteria

Award criterion	Competition Weighting	Quality Question Number	Sub-Criterion	Sub-criterion Weighting
Quality	60%	1	Health, Safety and Wellbeing	15%
		2	Customer Service	15%
		3	Environment	30%
		4	Quality Control	40%
			TOTAL	100%
		5	Social Value	10% of total

- 7.3.13 Assessment of the Quality Submission will be undertaken by the members of the Quality Assessment Panel who will evaluate and score in accordance with the evaluation methodology as set out in **Appendix D**.
- 7.3.14 Members of the Quality Assessment Panel, working independently, assess the response to each Quality Question based wholly on the contents of the written Quality Submission, and any associated clarifications.
- 7.3.15 If an individual member of the Quality Assessment Panel wishes to request clarification from a Tenderer, the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal.
- 7.3.16 The individual members of the Quality Assessment Panel award a score to the response to each Quality Question in accordance with the procedures specified in these Instructions and record their individual scores and rationale for each of the scores.

Social Value Criterion

- 7.3.17 Members of a Quality Assessment Panel will also undertake the assessment of the Social Value Submission. The Social Value Submission requires the Tenderer to provide an answer to Quality Question number 5 in Appendix E.
- 7.3.18 The maximum available score for the Social Value Submission is 10. The Social Value score contributes 10% of the Tenderer's overall score in the competition.
- 7.3.19 The evaluation of the Social Value Submission will be conducted by Quality Assessors utilising the evaluation methodology set out in Appendix D.

7.4 **Stage 3 - Quality and Social Value Consensus**

- 7.4.1 Members of the Quality Assessment Panel meet to agree an agreed score and rationale for each Quality Question and the Social Value Question.
- 7.4.2 Each of the individual members of the Quality Assessment Panel will present their own rationale and scoring. The session will be independently facilitated by a representative of National Highways' procurement team to reach an agreed consensus score and rationale for each Quality Question and the Social Value Question.
- 7.4.3 If during the Quality Consensus meeting(s) the Quality Assessment Panel members wish to request clarification before they agree a consensus score, the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing

Portal. The Quality Assessment Panel members will meet again after the clarification has been received to reach the agreed consensus score and rationale.

7.5 **Stage 4 - Total Score**

7.5.1 The weightings of 60%, 10% and 30% respectively are applied to the Quality, Social Value and Commercial Scores and the results are combined to derive the Total Score for each Tenderer. The Tenderer's Total Score will be calculated in the manner illustrated in **Appendix H**.

7.5.2 The Total Score will be used to rank Tenderers. The following rules apply to the ranking process:

- Tenderers will be ranked from highest to lowest based on the Total Score;
- if Tenderers are tied on the same score then the Tenderer with the highest Weighted Quality Score will take precedence;
- if Tenderers are still tied, then the Tenderer with the highest weighted score for Quality Question 4 will take precedence.

7.5.3 The Tenderer who is ranked first following the application of the rules in paragraph 7.5.2 will be taken forward to Stage 5 - Selection Questionnaire.

7.6 **Abnormally Low Tender**

7.6.1 If National Highways considers that a tender appears to be abnormally low, it reserves the right to conduct an investigation in accordance with Regulation 69 of the Regulations. National Highways reserves the right to undertake such an investigation at any stage during the tender process.

7.6.2 National Highways may exclude a tender where the evidence supplied as part of the abnormally low tender investigation does not satisfactorily account for the low level of price or costs proposed.

7.7 **Stage 5 - Selection Questionnaire**

7.7.1 The Tenderer ranked first following Stage 4 - Total Score, will be required to submit evidence to support its self-certification declarations in the Selection Questionnaire within the time stated. National Highways will check the evidence which supports the answers given to the Selection Questionnaire before award. If the required evidence is not provided within the time stated, or the evidence does not support the statements made in the Selection Questionnaire, the Tender will be rejected.

- 7.7.2 National Highways will assess the responses to Part 3 of the Selection Questionnaire in accordance with the assessment criteria in the Selection Questionnaire. In the event of a Tender being given a “fail” against any of the criteria, the Tender will be rejected.
- 7.7.3 Subject to the outcome of the economic and financial standing tests undertaken as part of the Selection Questionnaire process, National Highways will contact the Tenderer ranked first before Tender acceptance if a parent company guarantee (or other security agreed in accordance with these Instructions) is required, specifying the required guarantor or other security.
- 7.7.4 If the Tenderer ranked first passes the Selection Questionnaire assessment as set out in section 7.7, then, subject to section 8 – Tender Award Procedure - it is awarded the Contract.
- 7.7.5 If the Tenderer ranked first fails the Selection Questionnaire assessment in this section 7.7, the Tenderer who is ranked second following Stage 4 – Total Score has its Selection Questionnaire evaluated in accordance with the process in paragraphs 7.7.1 and 7.7.2. This process is repeated until the highest ranked remaining Tenderer passes the Selection Questionnaire assessment.

8 CONTRACT AWARD PROCEDURE

8.1 Award Procedure

- 8.1.1 National Highways reserves the right not to proceed to award a Contract under this procurement exercise.

8.2 Standstill period

- 8.2.1 National Highways will inform successful and unsuccessful Tenderers of its decision about the award of the Contract in standstill letters prepared in accordance with Regulation 86 of the Regulations.
- 8.2.2 In addition to the feedback provided in the standstill letters, Tenderers may request a debrief to help improve future submissions. Debriefs will not be held until after Contract award.

8.3 Contract Award

- 8.3.1 The Tenderer identified for Contract award will be issued with the Form of Agreement for execution. No contract will exist until the contract has been executed and completed.

Appendix A Document Register

The following documents are included with these Instructions

Document	File name
A1 - Instructions for Tenderers including:	
These Instructions for Tenderers	This document
Appendix A (Document Register)	This Appendix
Appendix B (List of Documents to be returned with Tender)	Appendix B
Appendix C (Contract Policy and Compliance Statement Requirements)	Appendix C
Appendix D (Quality Questions Scoring Matrix)	Appendix D
Appendix E (Quality Questions)	Appendix E
Appendix F (Commercial Workbook)	Appendix F
Appendix G (Commercial Scoring Worked Example)	Appendix G
Appendix H (Quality Scoring Worked Example)	Appendix H
Appendix I (Commercially Sensitive Information Template)	Appendix I
Appendix J (Non-collusion Declaration Template)	Appendix J
Appendix K (Conflict of Interest Declaration Template)	Appendix K
Appendix L (Certificate of Compliance with NH Policies) <ul style="list-style-type: none"> Fair Payment Charter Anti-bribery Code of Conduct Anti-fraud Code of Conduct Armed Forces Covenant 	Appendix L
Appendix M (Key Person Schedule template)	Appendix M
Annex 1	Defined Terms

Selection Questionnaire Guidance	
Selection Questionnaire	
A2 - Contract	

Appendix B List of Documents to be returned with the Tender:

B.1 In the Qualification Envelope

Document to be returned	Number required
Selection Questionnaire Submission	1

B.2 In the Technical Envelope – Section 1

Document to be returned	Number required
Form of Tender	1
Name, address and email for service of notices	1
Key Person Schedule (Appendix M)	1
Confirmation Tenderer will enter into a Parent Company Guarantee if required (see Appendix C paragraph C1)	1
Draft Legal Opinion concerning eligibility of non-UK registered companies (see Appendix C paragraph C2)	1
Policy statements:	
Confirmation that Tenderer supports use of SMEs as sub-contractors (see Appendix C paragraph C3)	1
Confirmation that Tenderer complies with required Information Assurance procedures (see Appendix C paragraph C4)	1
Confirmation that Tenderer complies with Data Protection (GDPR) methods and procedures (see Appendix C paragraph C5)	1
Completed Commercially Sensitive Information Template (Appendix I)	1
Completed Non-collusion Certificate (Appendix J)	1
Completed Conflict of interest Declaration (Appendix K)	1
Completed Certificate confirming compliance with <ul style="list-style-type: none"> Fair Payment Charter 	1

<ul style="list-style-type: none"> • Anti-bribery Code of Conduct • Anti-Fraud Code of Conduct • Armed Forces Covenant (Appendix L)	
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B.3 In the Technical Envelope – Section 2

Documents to be returned	Number required
Quality Submission	1
Social Value Submission	1

B.4 In the Commercial Envelope

Documents to be returned	Number required
Commercial Workbook	1

Appendix C Contract Policy and Compliance Statement Requirements

The Tenderer is required to provide a statement of compliance against the requirements below:

C.1 Parent Company Guarantee

C.1.1 If required the Tenderer must submit from the stated guarantor either:

- 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
- if the guarantor is:
 - i. 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
 - ii. 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 National Highways 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 National Highways 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 National Highways.

If the Tenderer does not submit the relevant documents specified in paragraphs i) or ii) above, the Tender may be excluded.

C.2 Legal Opinion for Tenderers not registered in England and Wales

C.2.1 If the Tenderer, or a consortium member of the Tenderer 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 National Highways (the Tenderer must discuss this with the Procurement Officer prior to Tender return).
- The legal opinion must be addressed to National Highways on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not to be subject to any financial limitation unless otherwise agreed by National Highways in writing (the Tenderer must discuss this with the Procurement Officer prior to Tender return).

C.2.2 The legal opinion must include:

- Confirmation that:
 - iii. the Foreign Entity is validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
 - iv. the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Contract;
 - v. all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Foreign Entity of the Contract and the performance by it of its obligations under it have been duly taken;
 - vi. the proposed signatories/method of execution (of which details are provided) will constitute valid execution by the Foreign Entity;
 - vii. the execution and delivery by the Foreign Entity of the Contract and the performance of the obligations does 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

- viii. (assuming that the Contract is binding under English law), the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;
 - ix. Notification of any other formalities to be complied with under local law which may be necessary to enforce the Contract in the Foreign Entity's place of incorporation, including for example notarisation, legalisation or registration of the Contract;
 - x. Notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to National Highways under the Contract;
 - xi. Confirmation that National Highways is not be deemed to be tax resident or domiciled in the foreign jurisdiction by reason of its entry into the Contract; and
 - xii. 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 Contract.
- National Highways reserves the right to exclude a Tenderer if a legal opinion does not provide the confirmations and notifications required by paragraph C.2.2 above.

C.3 Statement regarding Small and Medium Sized Enterprises (SMEs)

C.3.1 National Highways is committed to removing barriers to SME participation in its contracts including subcontracting opportunities. Tenderers proposing to subcontract part of this contract should provide assurance that they have considered how SMEs could play a part. This shall include details of the measures put in place to encourage and enable participation as subcontractors. If awarded the contract Tenderers will be asked for regular information about spend with SMEs under the contract and National Highways may publicise good practice on its websites and report such expenditure to other Government Departments.

C.3.2 An SME subcontracting statement is not required if the Tenderer has classified itself as an SME.

C.4 Statement regarding Information Assurance Compliance

C.4.1 Every Government Department and their arm's length bodies are required to take suitable precautions to safeguard their information. The requirement by National Highways for Information Assurance provides it with the confidence that the Tenderer's information and communications systems will protect the information issued in connection with this tender procedure

C.4.2 Tenderers shall provide a description of proposals for handling information. Suitability of proposed Information Assurance solutions must be compatible with the National Highways data handling procedures provided in Annex 2.

C.5 Statement regarding The General Data Protection Regulation (GDPR)

C.5.1 Tenderers shall provide a statement, signed by their Chief Information Officer, confirming that the methods and procedures they use to process personal data comply with GDPR obligations incorporated into English law by the Data Protection Act 2018 and National Highways' data protection requirements in Annex 2.

Appendix D Quality Questions Scoring Matrix

The Quality Submissions for each Quality Question are scored using the assessment standards set out below:

Classification	Score	Description
Unsatisfactory	1	<p>An unsatisfactory score will be applied if:</p> <ul style="list-style-type: none"> a) The response does not answer the question, or fails to address one or more of the requirements; or b) The methodology lacks basic explanatory detail or there is little or no supporting evidence provided <p>Overall, the response provides National Highways with unsatisfactory confidence that the ambition will be achieved</p>
Weak	3	<p>A weak score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology linked to the ambition, which includes defined procedures, resources and systems, which is supported by evidence; <p>and</p> <ul style="list-style-type: none"> • The methodology does not directly support the delivery of the ambition, or • The methodology and evidence are lacking in relevant detail <p>Overall, the response provides National Highways with weak confidence that the ambition will be achieved.</p>
Good	6	<p>A good score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology directly supporting the delivery of the ambition, which includes defined procedures, resources and systems, and is supported by evidence. The methodology and evidence may be lacking in detail but in minor areas only; <p>Overall, the response provides National Highways with good confidence that the ambition will be achieved.</p>

Classification	Score	Description
Very Good	9	<p>A very good score will be applied if:</p> <ul style="list-style-type: none">a) The response meets the standard for good; andb) Both methodology and evidence are fully detailed; andc) The evidence demonstrates a very good likelihood of successful implementation; <p>Overall, the response provides National Highways with very good confidence that the ambition will be achieved.</p>
Excellent	10	<p>An excellent score will be applied if the response:</p> <ul style="list-style-type: none">a) meets the standard for very good; andb) Demonstrates it will contribute to continuous improvement or innovation. <p>Overall, the response provides National Highways with excellent confidence that the ambition will be achieved.</p>

Appendix E Quality Questions (Including Social Value)

The Quality Questions Tenderers must respond to are set out below:

Criterion	Question Number	Ambition	Question	Requirements	Page Limit and Weighting
Health, Safety & Wellbeing	1	<p>Our vision can be summed up simply; we want everyone who works with us and everyone who travels on our network, to get home safe and well.</p> <p>Our Suppliers help support National Highways to achieve the “Home Safe and Well” policy (https://nationalhighways.co.uk/suppliers/health-safety-and-wellbeing/home-safe-and-well/)</p>	How will you ensure that you maintain, safeguard, and manage the health, safety and well-being of all people involved in delivering the nursery supply contract?	<p>Your response should include, but not be limited to:</p> <p>How you support and deliver health, safety, and wellbeing to all your staff and visitors.</p> <p>How you will Identify any key health, safety, and wellbeing risks on this contract and, how they will be mitigated.</p> <p>How you report health & safety issues within your organisation.</p> <p>How you will implement and measure the wellbeing of all staff working on the tree nursery contract. For example, stress management, expectations of workloads, occupational health, drugs, and alcohol policies.</p>	<p>2 sides of A4</p> <p>15%</p>

Customer Service	2	<p>As one of our three imperatives, our approach to achieving our customer imperative, is founded upon understanding how our customers want to feel.</p> <p>Our customers are diverse with different needs and expectations, and we have different customer relationships depending on our roles.</p> <p>We need to understand all our customers (not just drivers) and their expectations, to deliver true customer service.</p> <p>To help us do this we have developed our Customer Service Strategy and Annual Customer Service Plans - which help us focus on the things that matter to our customers.</p> <p>https://nationalhighways.co.uk/media/vxwhfm1k/national-highways-customer-service-plan-2022-23.pdf</p>	<p>Please demonstrate how you will identify, develop, manage, deliver, and maintain excellent customer service on the tree nursery supplies contract, to the benefit of our customers and to National Highways?</p>	<p>Your response should include, but not be limited to:</p> <p>What measures and quality standards you will put in place for responding to customer and stakeholder queries in a timely and professional manner. For example, tree & shrub aftercare.</p> <p>How you will identify and deliver customer efficiency savings, without compromising on customer quality, service, and care.</p> <p>How you would plan and work with National Highways (and potentially other Suppliers) to deliver healthier and safer communities using the nursery supplies contract e.g., community tree planting, volunteering initiatives.</p>	<p>2 sides of A4</p> <p>15%</p>
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Criterion	Question Number	Ambition	Question	Requirements	Page Limit and Weighting
		https://nationalhighways.co.uk/media/qw2orgri/customer-service-strategy-making-a-difference-for-our-customers.pdf			

Criterion	Question Number	Ambition	Question	Requirements	Page Limit and Weighting
Environment	3	<p>We want our roads to work more harmoniously with the communities that live alongside them, and the built, natural, and historic environments that surround them. Every aspect of our business has a part to play in improving environmental performance, alongside ensuring we meet our statutory obligations.</p> <p>Our net zero plan sets out an ambitious programme putting roads at the heart of Britain's net zero future. This sets out how we are taking fast action across our own operations, we will lead decarbonisation of England's highways construction and we will support making every journey on our network emission free.</p> <p>https://nationalhighways.co.uk/our-work/environment/net-zero-highways/</p> <p>We will be publishing our Environmental Sustainability Strategy in 2023, which will contain details of our ambitions and priorities.</p>	How will you support and contribute towards National Highways Net Zero Plan?	<p>Your response should include but is not limited to:</p> <p>Details of your carbon reduction plan and how this will be implemented, including the cumulative reduction in carbon your business intends to achieve during each year of the Contract.</p> <p>What actions you will take to ensure your business operates in a more sustainable way during the term of the Contract.</p> <p>How will your business work towards improving the natural environment for the benefit of local flora and fauna during the Contract?</p> <p>What steps will your business take during the Contract to achieve the greater use of sustainable water e.g., how will your irrigation systems be supplied when growing stock and how will you use rainwater butts.</p>	<p>2 sides of A4</p> <p>30%</p>

Quality Control	4	<p>Our Safety, Engineering & Standards teams ensure National Highways meets its quality objectives so that we build, maintain, and operate our roads safely and efficiently for the benefit of our customers and stakeholders. Our ambition is that the trees we plant, or provide to others to plant, will grow into mature, healthy specimens with the minimum number not surviving and requiring replacement.</p>	<p>The National Plant Specification (NPS) is an important tool which sets standards for the growth of plants and trees throughout the UK's horticultural and landscape industries.</p> <p>How will you ensure the whips / shrubs / trees provided to National Highways meet the NPS standards?</p> <p>The NPS is available at https://cloudscapesdesign.com/understanding-the-national-plant-specification/</p>	<p>Your response should include but is not limited to:</p> <ol style="list-style-type: none"> 1. Because drought is considered a key threat to National Highways' tree planting ambitions what cultivation methods will you be using to increase survivability in dry conditions? 2. How you will continuously improve, realise the benefits of evolving technologies and innovation, and how you will incorporate this into delivery of the contract? 3. How will seeds be stored to ensure viability of stock in a phased delivery of whips? 4. How will cultivation account for the different climates and soil types that whips may ultimately be planted in? Please refer to NPS. 5. How will you manage tree pests and diseases in a nursery context? 	<p>Up to 4 sides of A4</p> <p>40%</p>
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Criterion	Question Number	Ambition	Question	Requirements	Page Limit and Weighting
				6. How do you package your whips and how are the whips / shrubs transported to comply with NPS standards and the Contract Scope?	

<p>Social Value</p> <p>10% of total overall score</p>	<p>5</p>	<p>We operate, maintain, and improve one of the most advanced road networks in the world, driving economic growth across the country, creating jobs, supporting businesses, and opening up areas for development.</p> <p>We aim to provide all our customers with safe and reliable journeys, and to deliver a sustainable benefit to the environment. Everything we do is for the benefit of the public. That's why social value is so important to us.</p> <p>At National Highways, we define social value as 'the benefits that National Highways and its supply chain deliver for people, environment and the economy.'</p> <p>From economic prosperity to preserving natural habitats, we know how important it is that we make a positive difference to the communities and environment where we work.</p> <p>This is articulated in our National Highways Social Value Plan which is available here: https://nationalhighways.co.uk/about-us/social-value-and-national-highways/</p> <p>Bidders are encouraged to familiarise themselves with Procurement Policy Note (PPN) 06/20, and UK Gov's social value documents.</p>	<p>What social value benefits will your organisation be able to deliver through your local and specialist market knowledge?</p>	<p>Your response should state how you will achieve this including but not limited to:</p> <p>How you will create economic growth, e.g., creating jobs for local people and progressing towards paying a living wage if that is not already your practice.</p> <p>How you will support educational attainment relevant to the contract by providing training and / or apprenticeship schemes.</p> <p>How you will help to increase supply chain resilience and capacity by using diverse suppliers (including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals) and support the local supply chain.</p> <p>How you will support equality, diversity, and inclusion and tackle workforce inequality, e.g., by increasing employment opportunities for under-represented groups.</p>	<p>2 sides of A4</p> <p>100% of Social Value score</p>
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Criterion	Question Number	Ambition	Question	Requirements	Page Limit and Weighting
		<p>https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts</p> <p>For the purpose of achieving this Ambition you should particularly concentrate on the tackling economic inequality, equal opportunity, and wellbeing themes in PPN 06/20.</p>		<p>How you will improve the health and wellbeing, including physical and mental health, of residents and your employees.</p> <p>How you will create or support volunteering opportunities, e.g. helping local charities and / or community groups.</p>	

Appendix F Commercial Workbook

Appendix G Commercial Scoring Worked Example

Commercial Scoring Example

The tables below illustrate the application of the Commercial Workbook to determine a Commercial Score. Tenderers are to note that all examples in this Appendix are for indicative purposes only.

	Tenderer	A	B	C	D
Tenderer's Price (Pi)		£1,300,000.00	£2,700,000.00	£1,900,000.00	£1,500,000.00
Lowest Price (Pmin)		£1,300,000.00	£1,300,000.00	£1,300,000.00	£1,300,000.00
(Pi-Pmin)/Pmin		0.00	1.08	0.46	0.15
1-((Pi-Pmin)/Pmin)		1.00	-0.08	0.54	0.85
x 100 (-ve capped at zero) = Commercial Score		100.00	0.00	53.85	84.62
(x Quality/Price Ratio weighting) = Price Score	30%	30.00	0.00	16.15	25.38
Rank		1	4	3	2

Note: Tenderer B's price > 2 x lowest price, therefore 0 score

Appendix H Quality Assessment Scoring Worked Example

Quality Assessment Scoring - Worked Example

Table 5 Total Score calculation – Worked Example

	Quality Score (/100)	Social Value Score (/10)	Commercial Score (/100)	Weighted Quality Score (60%)	Weighted Social Value Score (10%)	Weighted Commercial Score (30%)	Total Score (/100)
	(i)	(ii)	(iii)	(i)*0.6 = (iv)	(ii) *1.0 = (v)	(iii)*0.3 = (vi)	(iv) + (v) + (vi)
Tenderer A	70	6	100	42	6	30	78
Tenderer B	75	9	60	45	9	18	72
Tenderer C	66	6	80	39.6	6	24	69.6

Tenderers should note this table is for illustrative purposes only

Appendix I Commercially Sensitive Information Template

(See section 4.2 of the Instructions for Tenderers)

Please print this page and use the space below to list any information forming part of your tender submission the disclosure of which you consider would be prejudicial to the commercial interests of your organisation or any other person. Please return the document in in the Technical Envelope Section 1.

Please provide reasons.

Item	Description	Reason

.....

(signed)

.....

(tenderer name)

.....

(print name)

.....

(date)

Appendix J Non-collusion Declaration Template

(See section 4.3 of the Instructions for Tenderers)

Please print this page and return a signed copy with your Tender (in the Technical Envelope (Section 1) to confirm your agreement to what it says.

We certify that this tender is made in good faith and that we have not fixed or adjusted the prices contained in it by agreement with any other person.

We further certify that we have not and will not: before the award of any contract, communicate to any person other than National Highways or a person duly authorised on their behalf any pricing information contained in our tender or proposed tender, except where the disclosure (in confidence) of pricing information is necessary to obtain insurance premium quotations required for the preparation of our tender.

We further certify that we have not and will not enter into any agreement or arrangement with any person (outside any consortium of which we are a member), that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.

We further certify that we have not and will not: pay or give (or offer or agree to pay or give) any sum of money or other valuable consideration directly or indirectly to any person for doing or causing to be done, in relation to any tender or proposed tender, any act of the sort described in the statements above.

We also certify that the principles described in statements above have been, or will be, brought to the attention of all sub-contractors and suppliers providing services or materials in connection with our tender and any contract which we enter into with such sub-contractors and suppliers will be made on the basis of compliance with the above principles by all parties.

By submitting this compliance statement, we certify that the statements above are accurate in regard to our conduct and we will fulfil any obligations required by these statements.

.....

(signed)

.....

(tenderer name)

.....

(print name)

.....

(date)

Appendix K Conflict of Interest Declaration Template

(See section 4.6 of the Instructions for Tenderers)

Please use a copy of the table below to explain why you consider that a conflict of interest, or potential conflict of interest has arisen or may arise in the future between your organisation, its advisers, National Highways or National Highways' advisers or any combination thereof as a result of your participation in this procurement competition.

Please also explain the measures taken and/or to be put in place to prevent and/or remedy any such conflict or potential conflict of interest.

Please return the document in in the Technical Envelope Section 1.

<i>Actual or Potential Conflict of Interest Situation</i>	<i>Measures taken and/or to be put in place to prevent and/or remedy that actual or potential conflict of interest.</i>

.....

(signed)

.....

(tenderer name)

.....

(print name)

.....

(date)

Appendix L Certificate of Compliance with HE Policies

Please sign below and return the document in the Technical Envelope Section 1 to certify that by submitting a Tender for this procurement you agree (if your tender is successful) to comply with the following National Highways policies set out below.

- Fair Payment Charter
- Anti-bribery Code of Conduct
- Anti-fraud Code of Conduct
- The Armed Forces Covenant

.....
(signed)

.....
(tenderer name)

.....
(print name)

.....
(date)

Fair Payment Charter

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 National Highways contract.

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

Fair and transparent payment practices are essential to achieving successful integrated working on all contracts. National Highways, 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 National Highways, 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 National Highways “Collaborative Performance Framework “for performance measurement” (or any other performance measurement tool used).

Anti-bribery Code of Conduct

National Highways, 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 National Highways 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 National Highways' staff that would breach the requirements of Annex A
 - Commit any act of bribery that would cause National Highways 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 National Highways to inspect those records as required; and
 - Immediately notify National Highways of any breach of paragraph 2 above.

A bribe for the purpose of this policy is 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.

Anti-bribery code 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

Anti-fraud Code of Conduct

National Highways, 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. National Highways 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 National Highways 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 authority 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 National Highways to inspect those records as required; and
 - Immediately notify National Highways of any breach of this Code.

The Armed Forces Covenant

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

The Covenant's two principles are that:

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

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

Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at The Corporate Covenant.

If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk Address:

Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

The above is not a condition of working with National Highways now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, National Highways very much hopes you will want to provide your support.

Appendix M Key Person Schedule

(See section 6.9 of the Instructions for Tenderers)

The Tenderer is to populate and submit the Key Person Schedule template below and return it in the Technical Envelope.

Role	Key Person Name
[Insert]	
[Insert]	
[Insert]	
[Insert]	
[Insert]	
[Insert]	
[Insert]	

Annex 1 Selection Questionnaire

Annex 2 Form of Contract