

Concrete Roads Framework

Lifecycle Extension Works

**Instructions for Tenderers**

**INSTRUCTIONS FOR TENDERERS**

**LIFECYCLE EXTENSION WORKS FRAMEWORK**

**CONTENTS AMENDMENT SHEET**

| **Amend. No.** | **Revision No.** | **Amendments** | **Initials** | **Date** |
| --- | --- | --- | --- | --- |
| 0 | 0 | Tender Issue | MC | 04/08/20 |
| 1 | 1 | Extension granted for tender submission deadline | MC | 01/09/20 |
| 2 | 2 | 2nd extension granted for tender submission deadline | MC | 24/09/20 |
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|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**List of Contents**

[1 THE TENDER PROCESS 7](#_Toc46935289)

[1.1 General Instructions 7](#_Toc46935290)

[1.2 Information Management 7](#_Toc46935291)

[1.3 Change of Status 8](#_Toc46935292)

[1.4 Highways England’s Tender Warranties 9](#_Toc46935293)

[1.5 Tender Documents 10](#_Toc46935294)

[1.6 Tender Communications 11](#_Toc46935295)

[1.7 Tender Launch Event 12](#_Toc46935296)

[1.8 Tender Programme 12](#_Toc46935297)

[1.9 Form of Contract 13](#_Toc46935298)

[2 Submission of Tenders 13](#_Toc46935299)

[2.1 General 13](#_Toc46935300)

[2.2 Lot Structure 16](#_Toc46935301)

[2.3 Bidding for multiple Lots 16](#_Toc46935302)

[3 Information to support Submissions 17](#_Toc46935303)

[3.1 Small and Medium Sized Enterprises (SME) 17](#_Toc46935304)

[3.2 Proposed Information Assurance Solutions 17](#_Toc46935305)

[3.3 Insurance 18](#_Toc46935306)

[3.4 Parent Company Guarantee 18](#_Toc46935307)

[3.5 Legal Opinion for non-United Kingdom Registered Companies 19](#_Toc46935308)

[4 Quality Statement 21](#_Toc46935309)

[4.1 Quality Statement 21](#_Toc46935310)

[4.2 Quality questions 22](#_Toc46935311)

[5 commercial submission 23](#_Toc46935312)

[5.1 Completed Contract Data Part Two 23](#_Toc46935313)

[5.2 Quotation Information 23](#_Toc46935314)

[5.3 Schedule of Rates Resource Schedules 24](#_Toc46935315)

[6 stages of the procurement 25](#_Toc46935316)

[6.1 General 25](#_Toc46935317)

[6.2 Stage 1 – Compliance 25](#_Toc46935318)

[6.3 Stage 2 – Assessment 26](#_Toc46935319)

[6.4 Stage 3 – Clarification 26](#_Toc46935320)

[6.5 Stage 4 – Quality Score Consensus 27](#_Toc46935321)

[6.6 Stage 5 – Quality Score Moderation 27](#_Toc46935322)

[6.7 Stage 6 – Sustainability 28](#_Toc46935323)

[6.8 Stage 7 – Total Overall Score and Standstill Period 29](#_Toc46935324)

[6.9 Stage 8 - Contract Award 29](#_Toc46935325)

[7 Quality Assessment 30](#_Toc46935326)

[7.1 Quality Assessment Panels 30](#_Toc46935327)

[7.2 Scoring Criteria 30](#_Toc46935328)

[7.3 Quality Statement Scoring Formula 33](#_Toc46935329)

[7.4 Quality Question Score – worked example 33](#_Toc46935330)

[8 Commercial Submission Scoring 34](#_Toc46935331)

[8.1 Commercial Assessment Panel 34](#_Toc46935332)

[8.2 Commercial Scoring 35](#_Toc46935333)

[8.3 Sustainability 35](#_Toc46935334)

[8.4 Sustainability Deduction Mechanism 36](#_Toc46935335)

[9 Total Overall Score 37](#_Toc46935336)

[9.1 Combined Scores 37](#_Toc46935337)

[10 Tender award 37](#_Toc46935338)

[10.1 Confirmations 37](#_Toc46935339)

[11 Documents to be returned 37](#_Toc46935340)

[11.1 Table of material to be returned 37](#_Toc46935341)

[Concrete Roads Lifecycle Extension Works Framework IfT – Appendix A 39](#_Toc46935342)

[Concrete Roads Lifecycle Extension Works Framework IfT – Appendix B 40](#_Toc46935343)

**Definitions**

|  |  |  |
| --- | --- | --- |
| Bravo / eSourcing Portal (Bravo) |  | Bravo is the eSourcing portal that is used for the submission of tenders and any supporting documentation, the submission of tender queries, clarifications or for any other purpose which Highways England may require, to communicate with the bidders. |
| Commercial Assessment Panel |  | The independent group of assessors that assess the Commercial Submissions. |
| Commercial Envelope |  | The area in Bravo to which Tenderers should upload their Commercial Submission. |
| Commercial Submission |  | The submission from Tenderers including the required commercial information as more particularly described in section 5 of these Instructions. |
|  |  |  |
| Consortium / Joint Venture |  | A commercial enterprise undertaken jointly by two or more parties which otherwise retain their distinct identities. |
| Guarantor |  | The entity which may be asked by Highways England to provide a Parent Company Guarantee from an appropriate level. |
| Instructions |  | This IfT comprising the Instructions for and conditions of tendering. |
| Lots  |  | The separate elements, which together comprise the Lifecycle Extension Works Framework. Joint Repairs (Lot 1), Bay Replacement and Slab Levelling (Lot 2), and Surface Treatments (Lot 3). |
| OJEU |  | Official Journal of the European Union through which Public Sector tenders above a certain threshold must be advertised. |
| Parent Company Guarantee |  | The parent company guarantee which Highways England may require. |
| Preferred Bidder |  | The bidder that ranks highest, prior to the sustainability assessment. |
| Procurement Officer |  | The Highways England employee identified in section 1.6.2 of these Instructions who is responsible for the conduct of this procurement competition |
| Quality Assessment Panels |  | The groups of assessors that assess the Quality Statements. |
| Quality Moderation Panel |  | A panel made up of Highways England staff who are not members of the Quality Assessment Panels. |
| Quality Promises |  | Quality Promises are commitments made by Tenderers in their Quality Statements. They detail how the Tenderer is to provide the works. The Quality Promises of the successful Tenderers will become contractual obligations. |
| Quality Statement |  | The submission from Tenderers including their answers to the quality questions as more particularly described in section 4 of these Instructions. The Quality Statement of the successful Tenderers will become contractual obligations. |
| Quotation Information |  | The main document to be populated with commercial rates, for inclusion in the Commercial Submission. |
| Selection Questionnaire |  | The selection criteria that potential suppliers must have met in order to progress to this invitation to tender stage (ITT) of the procurement process.  |
| SMART |  | Specific, Measurable, Achievable, Relevant, Time |
| SME |  | Small and Medium Sized Enterprise describes any business with fewer than 250 employees and an annual turnover of less than £25 million. |
| Standstill Period |  | A period of at least ten (10) calendar days following the notification of an award decision, in a contract tendered via OJEU, before the contract is signed with the successful Tenderer. |
| Technical Envelope |  | The area in Bravo to which Tenderers should upload their Quality Statements. |
| Tenderer |  | The organisation or any of its companies submitting a tender in accordance with these Instructions. |
| Tender Evaluation Panel |  | The combined Quality Assessment Panels and the Commercial Assessment Panel. |
| Total Overall Score |  | A Tenderer’s final quality score combined with its final commercial score. |

# THE TENDER PROCESS

### This document refers to the submission of tenders for the Concrete Roads Programme – Lifecycle Extension Works Framework.

## General Instructions

### These Instructions for Tenderers will not form part of the proposed contract (although the Quality Promises of the two successful Tenderers in each Lot will).

### This tender process is carried out using the restricted procedure under the Public Contracts Regulations 2015 following the publication of the OJEU Contract Notice reference 2020/S 098-236095 via Bravo on 18 May 2020.

### The process seeks to determine the most economically advantageous tender for each Lot to Highways England. These will be the tenders in each Lot, with Total Overall Scores higher than any other Total Overall Scores.

### Tenders must be submitted in accordance with these instructions. Tenders not complying with these Instructions may be rejected by Highways England whose decision in the matter will be final. Highways England reserves the right to reject any tender if the Tenderer provides misleading or false information.

### The content 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 Tenderers are unable or unwilling to comply with this requirement they are required to destroy these Instructions and all associated documents immediately and not to retain any electronic or paper copies. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.

### Highways England are not liable for any costs resulting from this tendering opportunity. Tenderers submit a tender at their own risk and expense.

## Information Management

### Under the Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”) and the Public Contracts Regulations 2015 (“PCRs”), 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 the tender process including any tenders received.

### Highways England is obliged to publish any contract resulting from this competition, excluding disclosure of information which is exempted by the FOIA, the EIR and PCRs. The decision as to which materials are excluded from publication rests solely with Highways England. Highways England’s initial view is that the only materials likely to be excluded on this basis are as follows:

##### The Quality Statement;

##### Prices in the Quotation Information (but not the total);

##### The Schedule of Rates Resource Schedules; and

##### EIR information.

### Highways England may disclose, within Government, any of the Tenderer's submitted documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific tender information). The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the tender process.

### Tenderers should be aware that Highways England could receive requests for any information relating to this contract or tender. Tenderers are invited to request that certain information is not disclosed or published if it would prejudice their legitimate commercial interests or is otherwise exempt from disclosure under the FOIA, the EIR or the PCRs. Requests for non-disclosure under the FOIA, the EIR or the PCRs must accompany the tender and include:

#### clear and substantive justification; and

#### a time limit after which any information could be disclosed.

#### The terms of any confidentiality agreement would, if requested, be available for disclosure. Any request by the Tenderer under this paragraph is for information only and will not be taken into account in the tender assessment process, nor will it form part of any contract between Highways Englandand the Tenderer.

## Change of Status

### Tenderers must immediately notify Highways England if:

#### their ownership or the ownership of any member of their tendering consortium (or any of their parent companies) changes; or

#### any legal entity involved in the preparation of another tender for this contract is acquired by them or by any member of their consortium (or any of their parent or subsidiary companies).

### If Highways Englandconsiders that a change in ownership has created an actual or perceived conflict of interest that cannot be remedied by other less intrusive measures, the Tenderer may be excluded from the tender assessment. If excluded, the Tenderer will be notified by the Procurement Officer.

### 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 in its Selection Questionnaire or otherwise is no longer correct, the Tenderer must immediately notify Highways England in writing. Highways Englandreserves 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.

### 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.

## Highways England’s Tender Warranties

### These Instructions are provided in good faith. No warranty is given by Highways England as to the accuracy or completeness of the information contained in them. Any liability for inaccuracy or incompleteness is expressly disclaimed by Highways England. Tenderers are advised to satisfy themselves that they understand all the requirements of the contract before submitting their tender.

### Nothing in these Instructions shall be taken as constituting an offer between Highways England and any other party.

### Highways England reserves the right to cancel, amend or vary the tender process at any point prior to the award of the contract (whole or in part) and with no liability on its part.

### Highways England reserves the right not to accept the lowest priced tender, or any tender for any reason.

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

### Highways England and/or its advisors are not liable for any costs resulting from any amendment or cancellation of this tendering process or any failure to enter into a contract, nor any other costs, charges, fees, expenses, claims or disbursements incurred by those tendering for this contract opportunity. Tenderers submit a tender at their own risk and expense.

## Tender Documents

### The documents provided to Tenderers are listed in the following table.

**Table 1**

|  |  |
| --- | --- |
| **Section** | **Document Title** |
| Tendering Instructions | Instruction for Tenderers (IfT) - Rev 0 |
| Tender Query Sheet template |
| Lot Preference Form - Rev 0 |
| Form of Tender - Rev 0 |
| IfT Appendix A - Quality Questions - Rev 0 |
| Contractual Agreement | IfT Appendix B - Quality Promises Form |
| Framework Form of Agreement - Rev 0 |
| Framework Information - Rev 0 (including Annexure)  |
| Programme Information - Rev 0 |
| Quotation Information - Rev 0 |
| Schedule of Rates Resource Schedule - Rev 0 |
| Staff Schedule of Cost Components - Rev 0 |
| Framework Contract Data Part 1 - Rev 0 |
| Framework Contract Data Part 2 - Rev 0 |
| Work Order Contract Data - Rev 0  |
| Work Order Scope - Rev 0 (including Annexure) |
| Additional Work Order Information - Rev 0 template |
| Schedule of Partners - Rev 0 template |
| Partnering Information - Rev 0 template |
| Specification - Rev 0 |
| Method of Measurement - Rev 0 |
| Supporting Information | Anti-Bribery Code of Conduct  |
| Anti-Fraud Code of Conduct |
| Proposed Information Assurance Solutions - Rev 0 |
| Fair Payment Charter  |

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

### **Table 2**

|  |
| --- |
| **Document Title** |
| Framework Contract Data Part 2 - Rev 0 |
| Quotation Information - Rev 0 |
| Schedule of Rates Resource Schedule - Rev 0 |
| Tender Query Sheet template |
| Lot Preference Form - Rev 0 |
| Form of Tender - Rev 0 |
| Anti-Bribery Code of Conduct  |
| Anti-Fraud Code of Conduct |
| Proposed Information Assurance Solutions - Rev 0 |
| Fair Payment Charter  |
| IfT Appendix B Quality Promises Form |

### If Tenderers experience any difficulties in locating documents listed above, or within any of the reference documents, then a tender query should be raised via the Bravo e-Sourcing portal.

### 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. These provisions apply equally to drawings and other information supplied by Highways England for the purpose of the tender, the property rights of which rest in a third party.

## Tender Communications

### Any queries from Tenderers must be made via Bravo using the Tender Query Sheet provided and sent to the Procurement Officer no later than the date shown in the Tender Programme below. Tender queries submitted outside the tender query period will not be accepted unless otherwise instructed by the Procurement Officer. All details are to be included on this 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 Sheet and additional rows can be inserted as required.

### The Procurement Officer for this competition is Martin Capper at Highways England. Tenderers must not contact any person in relation to this competition other than the Procurement Officer or, if nominated, their designated deputy and all contact must be via Bravo only.

### Responses to tender queries will be issued regularly to all Tenderers by the Procurement Officer via Bravo. Where the subject matter is the same a single tender query response will be issued for all three (3) Lots. There will be a separate ITT for each Lot in Bravo, but tender query responses and tender amendments will be issued via the central Framework ITT (itt\_5263). If any answer requires a change to the tender documents, then a tender amendment will be issued via Bravo.

### Tender amendments are changes to the tender documents that are made in writing by the Procurement Officer and issued to all Tenderers. Only in exceptional circumstances will tender amendments be issued after tenders have been submitted in the form of a post tender amendment. In such circumstances, the Procurement Officer will notify all Tenderers of the required action.

### 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 the question should be treated as confidential then the Tenderer will be advised and will be asked if they wish to resubmit their question without the confidential marking or withdraw it. Highways England reserves the right, at its own discretion, to circulate the question and answer to all Tenderers, if considered not to be confidential; and/or the answer would be of benefit to all.

### Highways EnglandProcurement Officers do not have the authority to make any change to the tender documents except through a tender amendment. 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.

## Tender Launch Event

### We intend for Tenderers to have the opportunity to attend a Microsoft Teams hosted presentation with members of Highways England’s Concrete Roads Programme team, (provisionally on Tuesday 11 August 2020 at 11:00 hrs). Invitations will be issued via Bravo to confirm.

### The tender launch event will explain, discuss and answer questions on the tender process, addressing:

##### the contract proposed by Highways England, identifying and explaining any specific issues of importance to the tender submission;

##### the tender process and timetable;

##### how to populate the commercial documents; and

##### the tender submission requirements and assessment approach.

Any questions raised will be treated as tender queries and responses will be published following the launch via Bravo. Tenderers must not rely on any statement made by Highways England personnel at the tender launch unless subsequently confirmed in writing via Bravo.

### Attendance of the tender launch event, whilst recommended, is not compulsory. All information provided to Tenderers at the tender launch event, including presentations, questions raised, and answers given will be made available through Bravo.

##

## Tender Programme

### The indicative tender programme is shown in Table 3 below.

### **Table 3**

|  |  |  |
| --- | --- | --- |
| **Item** |  **Activity** | **Date** |
| 1 | Issue Tender Documents | 04 August 2020 |
| 2 | Tender Launch event using Microsoft Teams | 11 August 2020 at 11:00 hrs |
| 3 | Last date for tender queries | 15 September 2020 (3 weeks before tender submission deadline) |
| 4 | Last date for tender query responses | 22 September 2020 (2 weeks before tender submission deadline) |
| 5 | Tender submission deadline | 15:00 hrs on 13 October 2020 |
| 6 | Assessment period including clarification & sustainability | 14 October 2020 to05 February 2021 |
| 7 | Notification of successful tenders and feedback to Tenderers | 08 February 2021 |
| 8 | 10-day Standstill period | 09 February 2021 to 18 February 2021 |
| 9 | Issue Award letter | 24 February 2021 |

## Form of Contract

### The form of contract is the NEC4 Framework Contract (June 2017). The NEC4 Engineering and Construction Contract (January 2019) will be used to call off works orders. Both contracts have additional and amended conditions of contract listed in the Contract Data.

### Highways England is bound by the Public Contract Regulations 2015 and as such cannot enter into any negotiations on the tender or the framework and call of contracts.

### Any Tenderer who is unwilling to accept the terms of the framework or call off contract will be disqualified from the process.

# Submission of Tenders

## General

### Tenders and supporting documents must be written in English and priced in Pounds Sterling.

### Tenders must be submitted in accordance with these Instructions. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. Alterations or additions may only be made to any component of the tender documents by Highways England and any made by the Tenderer may render the tender invalid and it may be rejected. Highways England’s decision as to whether a tender complies with these Instructions will be final.

### A separate tender for each Lot must be submitted to the Commercial and Technical Envelopes in the relevant ITT. See <https://highways.bravosolution.co.uk> for all the framework and Lot specific ITTs referenced below:

### Framework level – Tender documents, queries, responses and framework level submissions – Lifecycle Extension Works Framework – all administration and communications for all Lots. ITT Ref: **itt\_5263**

### LEW Framework Lot 1 – Joint Repairs Ref: **itt\_5259**LEW Framework Lot 2 – Bay Replacement & Slab Levelling Ref: **itt\_5260**LEW Framework Lot 3 – Surface Treatments Ref: **itt\_5261**

### Tenders not received by the tender submission deadline in Table 3 will be excluded from further consideration. Offers must remain open for acceptance for 210 calendar days from the tender submission deadline.

### Quality Statements should include responses to the Framework level questions and responses to the Lot specific questions. If tendering for more than one Lot, Tenderers are only required to submit one set of Framework level responses but should submit Lot specific question responses for each Lot.

### Documents are to be in Microsoft Word 2016, Adobe PDF or Microsoft Excel 2016 format. 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. Any documents that are submitted in PDF format, must also be accompanied by the original source version (Word / Excel).

### Where a submission requires multiple files to be uploaded these can be combined in zip files. No file is to be larger than 20MB. Each zip file should be labelled with the Tenderers name, ITT code number (from Bravo), Lot number and name. Each zip file should contain a contents list, including confirmation that one Quality Promise per question response per year has been included, as required by section 4.1.3 below. All documents should be clearly identifiable from the file name.

### Tenderers should note that all the 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.

### Before a tender can be accepted the Tenderer must have completed, signed and returned a Form of Tender with the tender submission via the Framework ITT Bravo Technical Envelope, confirming that the specific documents have been read, understood and accepted.

### The Quality Statement documents described in Table 3A are to be completed and submitted by Tenderers via the relevant Bravo Technical Envelopes. A separate submission must be provided for each Lot being tendered for.

**Table 3A**

|  |  |
| --- | --- |
| **Document Title** | **Location** |
| Quality Statement including responses to the framework quality questions | Framework Technical Envelope |
| Quality Statement including responses to the Lot specific quality questions | Lot specific Technical Envelope |
| SMART Quality Promises Template | Framework Technical Envelope |
| CV’s | Framework Technical Envelope |
| Organogram | Framework Technical Envelope |

### Responses to the framework questions must be submitted, to the central Framework ITT (**itt\_5263**). If tendering for more than one Lot, Tenderers are only required to submit one set of responses to the framework questions. Submissions must be clearly identified.

### Responses to the Lot specific questions must be submitted to the relevant Lot Bravo ITT. A separate response to the Lot specific questions must be provided for each Lot. Submissions must be clearly identified.

### Tenderers will be invited to submit one tender for each of the Lots for which they have been short-listed, to a maximum of three. Only one tender per Lot is permitted from each Tenderer. If more than one tender per Lot is submitted, the tender submitted closest to the tender submission deadline will be assessed, and any received earlier disregarded.

### The supporting information described in Table 4 should be completed and submitted by Tenderers via the Framework Bravo Technical Envelope, in a separate zip file. Tenderers should ensure that any provided supporting information covers all Lots they are bidding for.

**Table 4**

|  |  |
| --- | --- |
| **Topic** | **IfT Section** |
| A Small and Medium Sized Enterprises (SME) Subcontracting Statement | Section 3.1 |
|  Proposed Information Assurance Solutions | Section 3.2 |
| A completed and signed Form of Tender |  |
| A completed and signed Fair Payment Charter |  |
| A completed and signed Anti-Fraud Code of Conduct |  |
| A completed and signed Anti Bribery Code of Conduct |  |
| A completed Lot Preference Form |  |
| A summary of relevant insurance policies and certificates | Section 3.3 |
|  A statement undertaking responsibility for dealing with insurance claims (or parts of such claims) within the excess amount |  |
| Any request for non-disclosure under the Freedom of Information Act 2000 |  |
| Confirmation that the Named Parent Company(s) will enter into the Parent Company Guarantee (if required) | Section 3.4 |
| Legal Opinion for non-United Kingdom Registered Companies | Section 3.5 |

### The commercial documents described in Table 5 should be completed and submitted by Tenderers via the relevant Bravo Commercial Envelope. Each Lot has an individual ITT in Bravo, and a separate submission must be provided for each Lot being bid for. (See above references to Lot ITTs in section 2.1.3)

**Table 5**

|  |
| --- |
| **Document Title** |
| Framework Contract Data Part Two  |
| Quotation Information |
| Schedule of Rates Resource Schedule |

##

## Lot Structure

**Table 6**

|  |  |
| --- | --- |
| **Lot Name** | **Bravo ITT** |
| 1. Lot 1 – Joint Repairs
2. Lot 2 – Bay Replacement and Slab Levelling
3. Lot 3 – Surface Treatment
 | itt\_5259itt\_5260itt\_5261 |

## Bidding for multiple Lots

### Tenderers may bid for up to three (3) Lots.

### Tenderers may only be awarded a maximum of two (2) Lots.

### Each Lot will be assessed and scored separately. Subject to paragraph 2.3.4 Lots will be awarded to the two highest scoring Tenderers for each Lot (subject to successful sustainability assessment).

### Tenderers who have been invited to tender for more than one Lot, should complete and return a Lot Preference Form via the Framework Technical Envelope, in Bravo. This will be used to allocate Lots where one Tenderer has won more than the maximum permitted number of Lots (which is two).

### Where there is a tie in the score between Tenderers for a place on a particular Lot the Tenderer that will be awarded the place will be the one that expressed a higher preference for the Lot than the other Tenderer(s). If the tie cannot be broken using that method, then the place on the Lot will be awarded to the Tenderer scoring highest for the quality question three (Q3) concerning health and safety. If there is still a tie then the place on the Lot will be awarded to the Tenderer scoring highest on quality question two (Q2), then quality question four (Q4) until the tie is broken. Highways England will have the final decision on the award of / appointment to the Lots.

# Information to support Submissions

## Small and Medium Sized Enterprises (SME)

###  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, assurance should be provided that it has been considered how SMEs could play a part, and details of the measures put in place to encourage and enable participation of subcontractors should be included. If awarded the 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 website, and report such expenditure to other Government Departments. An SME subcontracting statement is not required if the Tenderer has classified itself as an SME.

## Proposed Information Assurance Solutions

### Every Government Department is required to take suitable precautions to safeguard its information. Information Assurance is the confidence that information and communications systems will protect the information they handle and will function as and when they need to under the control 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.

### Tenderers are to answer the questions about information assurance in the attached document (Proposed Information Assurance Solutions), giving descriptions where appropriate. A ‘no’ response to any of the questions does not necessarily mean a tender will be disqualified, however the Tenderer must provide enough information to show how their policies and processes would align to Highways England's and provide adequate protective security for personal and confidential information in accordance with Highways England’s Data Handling Policy. The Procurement Officer may request further information to clarify any aspect of the response. If the Tenderer is unable to demonstrate that its proposals can be relied on, the tender may then be rejected.

## Insurance

### Tenderers must 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.

## Parent Company Guarantee

### For the purposes of this provision, “Tenderer” shall be construed as referring separately to each party comprising the Tenderer, if it is bidding as a joint venture or consortium.

### The Tenderer has identified and proposed a Guarantor that meets the economic and financial standing tests previously set out in the Selection Questionnaire (SQ) Guidance. The proposed Guarantor has been checked for financial standing. If a guarantee or an alternate form of security is required, Tenderers will have been notified in the SQ feedback letter advising success for this invitation to tender stage. The Tenderer must note that the contract allows for Highways England to request a Parent Company Guarantee from an appropriate level prior to contract award or at any point during the contract period.

### If the Tenderer does not have a parent company that meets the economic and financial standing tests set out in the SQ Guidance, the Tenderer must contact the Procurement Officer no later than 1 month prior to the tender submission deadline to discuss an acceptable alternative form of performance security. Examples of alternative forms of security could include, 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 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:

##### 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 is willing to 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 an appropriate level 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 practice 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. The legal opinion must also address the issues set out in section 3.5.3 below so far as they apply to the Parent Company Guarantee.

### If the Tenderer does not return a certified copy of a board minute or a signed letter and evidence of authority (and, where paragraph 3.5.1 applies, a legal opinion) as may be required above, then its tender may be rejected.

### The form of Parent Company Guarantee that Highways England would expect to be signed and completed, has been provided previously during the SQ stage, and can be found for reference purposes within Annex D to the Framework Information, as part of this Invitation to Tender.

## Legal Opinion for non-United Kingdom Registered Companies

### If the Tenderer, or a consortium member of the Tenderer, or a proposed Guarantor is not a company incorporated in and subject to the laws of England (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

##### accepted by Highways England (the Tenderer must discuss this with the Procurement Officer prior to tender return).

### The legal opinion must be submitted via the Bravo Commercial 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 to financial limitation unless otherwise agreed by Highways England in writing (the Tenderer must discuss this with the Procurement Officer prior to tender return).

### The legal opinion must cover the following matters:

### confirmation that:

### the Foreign Entity is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;

### the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the agreement/guarantee;

### all necessary corporate, shareholder and other action required to authorize the execution and delivery by the Foreign Entity of the Agreement/Guarantee and the performance by it of its obligations under it have been duly taken;

### confirmation of the proposed signatories/method of execution and confirmation that this will constitute valid execution by the Foreign Entity;

### the execution and delivery by the Foreign Entity of the agreement/guarantee and the performance of the obligations will not conflict with or violate:

### the constitutional documents of the Foreign Entity;

### any provision of the laws of the jurisdiction in which it is incorporated;

### any order of any judicial or other authority in the jurisdiction in which it is incorporated; or

### any mortgage, contract or other undertaking which is binding on the Foreign Entity or its assets; and

### (assuming that the Agreement/Guarantee is binding under English law), the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;

### notification of any other formalities to be complied with under local law which may be necessary to enforce the agreement/guarantee in the Foreign Entity’s place of incorporation, including for example notarisation, legalisation or registration of the agreement/guarantee;

### notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to Highways England under the agreement/guarantee;

### confirmation that Highways England will not be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the agreement or the Guarantor’s entry into the guarantee; and

### 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 in respect of proceedings against it in relation to the agreement/guarantee.

### The tender may be rejected, if a legal opinion:

### does not confirm all the matters listed in paragraph 3.5.3(a);

### does not include the notification required by paragraph 3.5.3 (b);

### indicates that withholding is required to be made under paragraph 3.5.3 (c); or

### does not provide the confirmations required by paragraphs 3.5.3 (d) and 3.5.3 (e).

# Quality Statement

## Quality Statement

### The Quality Statement contains the Tenderer’s response to each of the quality questions which are detailed in IfT Appendix A.

### The responses to each of the quality questions in their Quality Statement need to be supported by accurate and relevant evidence that demonstrates the methodology will be successfully implemented.

### For each quality question the Tenderer must commit to one Quality Promise per year of the framework. At their discretion Tenderers may provide more than one Quality Promise per question per year of the framework although evaluators will consider the relevance and deliverability of Quality Promises not the quantity. Tenderers will be accountable for delivery of their Quality Promises which will be incorporated into the relevant contract and the cost of delivery of the Quality Promises will be deemed included in the Fee, the staff rates, and the stage percentages in the pricing matrix and schedule of rates tabs of the Quotation Information.

### Quality Promises allow the Tenderers to detail their own unique performance service levels or targets. Promises should be a key consideration in the Tenderer’s proposed approach to the question and should be SMART.

1. **Specific** – The Quality Promise must be specific to the quality question response, well defined and focused.
2. **Measurable** – Achievement of the Quality Promise must be objectively measurable in the work area to which it is associated
3. **Achievable** – The Quality Promise must be challenging but achievable and attainable within the capabilities and constraints available
4. **Relevant** – The Quality Promise must be relevant to the quality question response and methodology and contribute to the delivery of the service
5. **Time-bound** – Quality Promises must have clear deadlines within the life of the framework contract in which they are achieved.

### Quality Promises must be defined in the Quality Statement and described fully in the Quality Promises template provided in Appendix B to these Instructions indicating the Quality Promises that will be achieved in each year of the life of the framework contract.

1. A single Quality Promise can be assigned to multiple years in the life of the framework contract
2. Each year in the life of the framework contract must have a minimum of one Quality Promise assigned.
3. All Quality Promises must be assigned to at least one year in the life of the framework contract.

## Quality questions

### The Quality Statements must not exceed the following maximum page limits. The page limits include all text included in the Quality Statement, title pages, drawings, diagrams, flow charts and any annexes.

**Table 7**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Theme** | **Weighting** | **No. of Sides**  |
|  | Framework Questions |  |  |
| Q1 | Resources | 10% | 4(plus 1 page (2 sides) per CV, 1 page for the organogram, not included in the overall page limit for the question) |
| Q2 | Customer | 15% | 4 |
| Q3 | Safety | 15% | 4 |
| Q4 | Collaboration | 10% | 3 |
| Q5 | Commercial | 15% | 4 |
|  | Subtotal: | 65% | **19** |
|  |  |  |  |
|  | Lot Specific Questions |  |  |
| 1.1 | Delivery | 20% | 5 |
| 1.2 | Environment | 15% | 4 |
|  |  |  | **9** |
| 2.1 | Delivery | 20% | 5 |
| 2.2 | Environment | 15% | 4 |
|  |  |  | **9** |
| 3.1 | Delivery | 20% | 5 |
| 3.2 | Environment | 15% | 4 |
|  |  |  | **9** |
|  | Sub-total: | 100% | 28 sides A4 (exclusive of CVs & organogram) |
|  |  |  |  |

### The required competencies and qualifications of the Key People can be found in the Staff Roles tab in the Quotation Information.

### The page limits for the quality questions is 2 pages (4 sides) of A4 per question response except framework question 4, which is 3 sides of A4 and Lot specific questions 1.1, 2.1 and 3.1 which are 5 sides of A4. Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two sides of A4.

### 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 9 point.

### The pages of each Quality Statement must be numbered, and responses to each quality question should be clearly aligned. Page numbers and other header or footer information may be included in the margin space.

### Subject to section 4.2.7, if the response to any quality question exceeds the page limit set out above, the content of the pages after the limit will not be considered in the tender assessment procedure. If this means that Quality Promise is not provided for any of the quality questions, then the tender may be rejected.

### 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.

# commercial submission

## Completed Contract Data Part Two

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

## Quotation Information

### The Tenderer’s Commercial Submission is to include a fully completed and priced Quotation Information, which should be submitted via the Bravo Commercial Envelope.

### The prices tendered must be built up from verifiable forecast costs, resources and outputs, and substantiation of any percentages entered are to be in sufficient detail to demonstrate which elements of cost have been included. Tenderers are to refer to the method of measurement for information. A tender that is priced on any other basis will be rejected.

### Tenderers must price:

#### all items, rates, fees, percentages and adjustments as required by the Quotation Information;

#### all items, rates, fees, percentages and adjustments to two decimal places; and

#### all items, rates, fees, percentages and adjustments separately.

### Tenderers are not permitted to:

#### price any item, rate, fee, percentage or adjustment within another item, rate, fee, percentage and adjustment;

#### cross subsidise any item, rate, fee, percentage or adjustment within any other item, rate, fee, percentage or adjustment;

#### make any assumptions regarding the use or relevance of any item, rate, fee, percentage, adjustment or quantity; or

#### duplicate any price.

### 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 the Commercial Submission.

### In the event that a Tenderer prices an item, rate, fee, percentage or adjustment as zero, the Tenderer is confirming that both the Tenderer’s forecast Defined Cost-plus Fee and Defined Cost-plus Fee actually incurred and charged to Highways England will be treated as zero.

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

## Schedule of Rates Resource Schedules

### For each item in the Tenderer’s Commercial Submission the Tenderer provides a detailed resource schedule using the Schedule of Rates Resource Schedule template. Alternatively, where the Tenderer uses estimating software for pricing (e.g. Candy, Causeway or similar) a direct output PDF and Excel file from the estimating software can be provided so long as it includes as a minimum, the same level of detail as the resource schedule.

### For both direct and subcontract works, the resources are to be itemised for People, Equipment, Plant and Materials, and charges (where applicable) for all work, in sufficient detail to enable the resource implications, the methodology, the outputs 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. A tenderer that does not follow the layout in the templates provided or provide outputs from the estimating software used for pricing, may be rejected.

### For reasons of data protection, entries for people are to identify the posts and roles, and not the names of individuals.

### Only the information requested in the template will be considered.

# stages of the procurement

## General

### Highways Englandassessment of tenders will be carried out in eight stages.

**Table 8**

|  |  |
| --- | --- |
| **Stage 1** | Compliance check of submissions |
| **Stage 2** | Assessment of Quality and Commercial Submissions, using scoring criteria for each below.  |
| **Stage 3** | Clarification.  |
| **Stage 4** | Consensus of quality scores. |
| **Stage 5** | Moderation of quality scores. |
| **Stage 6** | Sustainability. (Adjustment of quality scores as appropriate.) |
| **Stage 7** | Calculation of Total Overall Score and Standstill Period |
| **Stage 8** | Contract Award |

## Stage 1 – Compliance

### In this stage, the Procurement Officer will undertake an initial check for tender completeness and compliance, including:

#### correct documents & submissions have been provided in accordance with these Instructions;

#### the format of submitted documents is correct;

#### the page count and font size in submitted documents is correct; and

#### that no further documents have been submitted beyond those required. If so these will be disregarded and not provided to the Quality Assessment Panels or the Commercial Assessment Panel.

### A tender that does not meet these conditions may be rejected. Highways England’s decision will be final.

## Stage 2 – Assessment

### All assessments will be based wholly on the content of the Quality Statement and the Commercial Submission. The Quality Statement and the Commercial Submission must therefore contain all the information which Tenderers wish to be considered by Highways England’s assessors.

### The Quality Assessment Panels and the Commercial Assessment Panel will work independently and will not have access to each other's assessments prior to merging to become the Tender Evaluation Panel and to carry out the sustainability check. Therefore, Tenderers should ensure that they do not rely on information contained within one of the envelopes to justify a response submitted in the other.

### The Quality Statement will be issued to the members of the Quality Assessment Panels for the provisional scoring of each of the quality questions set out in Appendix A of these Instructions.

### The members of the Quality Assessment Panels will identify any issues where clarification is required from Tenderers and this will be conducted in accordance with section 6.4 of these Instructions.

### Quality assessment methodology and scoring for each of the quality questions is explained in section 7.2 of these Instructions.

### The Commercial Submission will be issued to the Commercial Assessment Panel for scoring. The Commercial Assessment Panel will identify any issues to be considered at the sustainability stage. Commercial assessment methodology and scoring is explained in section 8 of these Instructions.

## Stage 3 – Clarification

### During the assessment stage, the members of the Quality Assessment Panels and the Commercial Assessment Panel will produce a list of issues within the Quality Statement or the Commercial Submission, that require further substantiation or evidence from Tenderers before an interim quality mark for any quality question or a commercial score can be determined.

### Tenderers may be contacted, via Bravo or conference call, by the Procurement Officer on behalf of either assessment panel asking Tenderers to provide the material necessary to clarify the response to any of the quality questions in the Quality Statement or the rates and other information in the Commercial Submission. If a clarification provides information not requested by the Procurement Officer, then this information will be disregarded and not sent to the Quality Assessment Panels or the Commercial Assessment Panel.

## Stage 4 – Quality Score Consensus

### Following assessment (including after clarification, if required) a consensus meeting will be held between all members of the Quality Assessment Panels, to agree an interim quality mark and rationale for each of the quality questions for each of the Tenderers.

## Stage 5 – Quality Score Moderation

### Following consensus, the interim quality mark and rationale for each quality question for each Tenderer will be presented to the Quality Moderation Panel. The Quality Moderation Panel will provide challenge and quality assurance to justify the interim quality marks and rationale for each question, and ensure they have been awarded in compliance with the scoring criteria in section 7.2.

### The Quality Moderation Panel will have access to the interim quality marks and all the notes made by the Quality Assessment Panels.

### Taking account of any clarification(s) sought from Tenderer(s), to remove ambiguity or lack of consistency, or on their own observations on the assessment of the Quality Statement, the Quality Moderation Panel will have the right to suggest a review by the Quality Assessment Panel of the interim quality mark or rationale awarded for each quality question. For each interim quality mark awarded by the Quality Assessment Panel following consensus the Quality Moderation Panel will select one of two options:

### **Confirmed Score** – the interim quality mark and/or rationale are fully justified within the context of the scoring criteria in section 7.2 of these Instructions;

### **Unconfirmed Score –** the interim quality mark and/or rationale are not fully justified within the context of the scoring criteria in section 7.2 of these Instructions.

### All Confirmed Scores shall be confirmed as the final moderated quality mark.

### Where the Quality Moderation Panel identifies an Unconfirmed Score, the Quality Assessment Panel will review the relevant interim quality mark and the views of the Quality Moderation Panel and decide whether to adjust it. Following such review, the score determined by the Quality Assessment Panel shall be the final moderated quality mark. All discussions between the Quality Assessment Panel and the Quality Moderation Panel will be fully documented explaining the reason for any variance between the interim quality mark and the moderated quality mark.

### The moderated quality mark for each question is multiplied by the weighting for that question shown in Appendix A of these Instructions to determine the weighted moderated quality mark for that question. The weighted moderated quality marks for each Tenderer then undergoes the Sustainability process described in section 6.7.

## Stage 6 – Sustainability

### Following assessment, consensus and moderation of the responses to the quality questions, the Quality Assessment Panels and the Commercial Assessment Panel will be combined to form the Tender Evaluation Panel. This panel will have access to both the Quality Statement and the Commercial Submission for each Tenderer.

### The Tender Evaluation Panel will undertake a sustainability check via face to face meetings, Bravo or a conference call, of the highest scoring tenders (depending on the Lot) determined by adding the quality score and the commercial score awarded. The number of Tenderers subjected to a sustainability check will depend on the likelihood of the sustainability check changing the ranking of Tenderers.

### Sustainability will address any issues raised by the Commercial Assessment Panel during the assessment stage. Its purpose is to provide Highways England with confidence that the contract can be performed (including the delivery of Quality Promises) for the price submitted in the Commercial Submission for the duration of the framework contract. Failure to demonstrate this will see a reduction of the Tenderers quality score for one or more quality questions as described in section 7.3 of these Instructions.

### Issues identified by the Tender Evaluation Panel for the sustainability check will be submitted to the Tenderer in advance of the Bravo contact, conference call or face to face meeting and the Tenderer’s response will be recorded as part of the overall tender assessment procedure.

### In assessing sustainability, the Tender Evaluation Panel may request evidence or explanation of, but will not be limited to, any element of the pricing information to substantiate the build-up and calculations behind any of the following items:

#### Inconsistency of rates;

#### Prices within the Quotation Information;

#### Fee percentages; and

#### Assumptions around productivity.

### If the Tenderer can demonstrate that the contract can be performed (including the delivery of the Quality Promises) throughout its duration for the price submitted in the Commercial Submission the quality mark for the quality questions (after moderation) will not be adjusted.

### If the Tenderer is unable to demonstrate that the contract can be performed (including the delivery of the Quality Promises) throughout its duration for the price submitted in the Commercial Submission, then the Tender Evaluation Panel may reduce the quality mark for one or more of the quality questions (after moderation) by utilising the deduction mechanism outlined in section 7.3 below.

### Tenderers should note that the sustainability assessment is in addition and without prejudice to Highways England’s rights to undertake due diligence on any aspect of a tender and at any stage of the procurement process in relation to a potentially abnormally low offer under the Public Contracts Regulations 2015, as amended.

## Stage 7 – Total Overall Score and Standstill Period

### Following the assessment, consensus, moderation and sustainability stages, the Tender Evaluation panel will provide a final weighted quality score for each Tenderer in each Lot. The Commercial Assessment Panel will provide the final commercial score for each Tenderer in each Lot.

### In this competition, in determining the most economically advantageous tender from each Lot, quality is given a weighting of 60% and price a weighting of 40%.

### The weighted Total Overall Score for each Tenderer for each Lot will be derived by multiplying the final quality score by 60% and the final commercial score by 40%. A worked example is shown on in Table 15 below.

### The two Tenderers in each Lot with the highest weighted Total Overall Score will become the preferred bidders for that Lot.

## Stage 8 - Contract Award

### Highways England intends to award the framework contract but reserves the right not to proceed with any of the proposals made in response to these Instructions.

### As soon as possible once the award decision has been made, Highways England will inform the successful and unsuccessful Tenderers of its decision in accordance with Regulation 86 of the Public Contracts Regulations 2015. This will trigger the start of the 10-day standstill period.

### Prior to the award of the contract the preferred bidders must provide evidence that the insurances required by the contract are in place.

### 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.

### Details of the contract award will be published in the OJEU and on Contracts Finder.

### The Tenderer acknowledges that any documents and information submitted as part of this tender or for assessment and/or clarification purposes represent the proposals for meeting Highways England’s requirements, but do not in any way override or modify those requirements. If awarded the 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:

#### Clarification, due diligence or sustainability check carried out by Highways England on any part of the tender; or

#### Evidence, assumptions or other information provided by the Tenderer to support a) above.

# Quality Assessment

## Quality Assessment Panels

### The Quality Assessment Panels comprise individuals who individually assess the Tenderers’ Quality Statements and score each quality question along with rationale for that score and then meet as a panel to provide consensus on their scoring.

### Each Quality Assessment Panel member will award a provisional mark for each quality question using the marking system and criteria set out in this section. If necessary, during their assessment, members of the Quality Assessment Panels may require clarification from a Tenderer via the Procurement Officer.

### The Quality Assessment Panels then meet in consensus to consider the provisional scores (following clarification) and agree the interim quality mark and rationale for each quality question.

### Following consensus, the interim quality mark and rationale for each quality question will be moderated and the score then subjected to a sustainability assessment.

### The Total Quality Score will be derived from the aggregate moderated quality mark for each quality question as adjusted (if at all) following sustainability.

## Scoring Criteria

### The mark given for each of the quality questions in Appendix A to these Instructions is a measure of Highways England’s level of confidence that the Tenderer will deliver the requirements of the contract, will lower the risks to delivery and continually improve. In the scoring table below, confidence is defined as follows:

#### **Excellent** level of confidence means no weaknesses identified in the area being assessed and there is a demonstration of the means of achieving continuous improvement.

#### **High** level of confidence means no weaknesses identified in the area being assessed.

#### **Good** level of confidence means one or more weaknesses identified in the area being assessed but unlikely to affect overall delivery of the contract requirements.

#### **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.

#### **Unsatisfactory** level of confidence means one or more significant weaknesses identified in the area being assessed that are likely to prevent delivery of some, or all, of the contract requirements.

**Table 9 – Quality Statement – Scoring table**

|  |  |
| --- | --- |
| **Mark** | **Description** |
| 0 | A nil response to the question will score a zero. |
| 1 | Unsatisfactory:a) The response does not answer the question, or fails to address one or more of the aspects; andb) The methodology lacks basic explanatory detail or there is little, or no supporting evidence provided; andc) The Quality Promise lacks defined outputs or fails to describe how it will contribute to the achievement of the contract requirement.Overall the response provides Highways England with **Unsatisfactory confidence** that the Tenderer’s methodology and resources can deliver the service and that the contract requirements will be achieved |
| 3 | Limited:a) The response answers the question and addresses all of the aspects; andb) The response is supported by methodology linked to the contract requirement, which includes defined procedures, resources and systems, which is supported by evidence; andc) The Quality Promise contains outputs based on the methodologies; **but**d) The methodology does not directly support the delivery of the contract requirement, and/ore) The methodology and evidence lack relevant detail and do not explain fully how the Tenderer will act in a collaborative manner to continually deliver and improve the service for the full contract period; and/orf) The Quality Promise is either not time based or does not describe how it will support the achievement of the contract requirement.Overall the response provides Highways England with **Limited confidence** that the Tenderer’s methodology and resources can deliver the service contract and that the contract requirements will be achieved. |
| 6 | Good:The response answers the question and addresses all of the aspects; andb) The response is supported by methodology directly supporting the delivery of the contract requirement, which includes defined procedures, resources and systems, and is supported by evidence, and explains how the Tenderer will act in a collaborative manner to continually deliver and improve the service for the full contract period. The methodology and evidence may be lacking in detail but in minor areas only; andc) The Quality Promise supports the delivery of the contract requirement and captures the methodology, with defined time-based outputs.Overall, the response provides Highways England with **Good confidence** that the Tenderer’s methodology and resources can deliver the service and that the contract requirements will be achieved. |
| 9 | High:a) The response meets the standard for Good; andb) Both methodology and evidence are fully detailed, including how the Tenderer will act in a collaborative manner to continually deliver and improve the service for the full contract period; andc) The evidence demonstrates a very good likelihood of successful implementation; andd) The Quality Promise contains outputs planned at times to optimise delivery of the contract requirement.Overall the response provides Highways England with **High confidence** that the Tenderer’s methodology and resources can deliver the service and that the contract requirements will be achieved. |
| 10 | Excellent:a) The response meets the standard for High; andb) Demonstrates the Tenderer will create an environment of continuous improvement, that enables it to learn and adapt to drive transformation.c) the Quality Promise contains specific outputs to achieve continuous improvement throughout the contract.Overall the response provides Highways England with **Excellent confidence** that the Tenderer’s methodology and resources will offer additional value to the delivery of the service and that the contract requirements will be achieved. |

## Quality Statement Scoring Formula

### A weighting will be applied to the score for each of the quality questions using the formula below.

### The formula will be:

### a) The moderated quality mark per question agreed by the Quality Assessment Panels divided by the maximum available mark per question (which is 10), multiplied by the question weighting and multiplied by 100, for example:

##### Q1 = ((Mark for Q1/10) \*0.10 x 100

Q2 = ((Mark for Q2/10) \*0.15 x 100

#### Repeat for all questions

### Scores are rounded to one decimal place.

## Quality Question Score – worked example

**Table 10 - Interim Score**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question No** | **Quality Question Score** | **Maximum Score** | **Weighting** | **Interim Scores** |
|  |  |  | Framework Questions |  |
| Q1 | 9 | 10 | 10% | 9.0 |
| Q2 | 10 | 10 | 15% | 15.0 |
| Q3 | 6 | 10 | 15% | 9.0 |
| Q4 | 10 | 10 | 10% | 10.0 |
| Q5 | 9 | 10 | 15% | 13.5 |
|  |  |  | Lot Specific Questions |  |
| 1.1 | 9 | 10 | 20% | 18.0 |
| 1.2 | 6 | 10 | 15% | 9.0 |
| TOTAL |  |  | 100% | 83.5 |
|  |  |  |  |  |

# Commercial Submission Scoring

## Commercial Assessment Panel

### The Commercial Assessment Panel will determine a total price for each Tenderer on the following basis:

#### an allowance for 3D Scheme Delivery Process Stage 1 – Options Assessment activities for Early Contractor Involvement supporting the LEW designer calculated using details provided in the Quotation Information tested against model quantities plus Fee; plus

#### an allowance for 3D Scheme Delivery Process Stage 2 – Preliminary Design activities for Early Contractor Involvement supporting the LEW designer calculated using details provided in the Quotation Information tested against model quantities plus Fee; plus

#### an allowance for 3D Scheme Delivery Process Stage 3 – Detailed Design activities for Early Contractor Involvement supporting the LEW designer calculated using details provided in the Quotation Information tested against model quantities plus Fee; plus

#### an allowance for 3D Scheme Delivery Process Stage 5 – Construction

##### calculated by multiplying rates provided in the Quotation Information by model quantities plus Fee, plus

##### provision for night time working, weekend working and seasonal adjustment by applying the tendered Extra Over rates for activities listed in the Quotation Information by model quantities plus Fee, plus

##### calculated using details provided in the Quotation Information for this stage tested against model Scheme Budgets including provision for providing Principal Contractor and Lead Contractor duties plus Fee; plus

#### an allowance for 3D Scheme Delivery Process Stage 6 – Scheme Close Out activities calculated using details provided in the Quotation Information for this stage tested against model Scheme Budgets plus Fee; plus

#### an allowance for staff working outside their contracted hours calculated using details provided in the Quotation Information tested against model quantities.

### Examination of documents may detect errors in computation that may undermine the reliability of the tender. Tenderers will be notified and asked to confirm the correction (e.g. to take into account misplaced decimal points, etc, or patent errors in arithmetic).

### The estimates, allowances and adjustments above are estimates for tender assessment purposes only and there is no guarantee that work to assessment values will be carried out during the contract period.

## Commercial Scoring

### The Tenderer with the lowest tender price (calculated in accordance with section 8.1.1 above) will be given a score of 100. The score of other Tenderers will be calculated by deducting from 100, one point for each full percentage point by which their tender price (calculated in accordance with 8.1.1) is higher than the lowest.

### Where the commercial scoring process described in 8.2.1 above would otherwise result in a score of less than zero, the Tenderer will be awarded a commercial score of zero. No Tenderer will be awarded a score of less than zero.

### If the lowest priced tender is subsequently excluded from further assessment these scores will be recalculated.

**Table 11: Total Commercial Score**

|  |
| --- |
| **Price Assessment**  |
| **Lowest Price (example)** | **£30,535,665** |   |
| Tenderer | Price | Lowest Price Rank | Variance from Lowest | Lowest Price Score | Weighted Score |
| A | £30,535,665 | 1 | 0.00% | 100.0 | 40.0 |
| B | £31,535,789 | 2 | 3.28% | 97.0 | 38.8 |
| C | £32,535,665 | 3 | 6.55% | 94.0 | 37.6 |

## Sustainability

### The Commercial Assessment Panel will identify any issues to be considered by the Tender Evaluation Panel at the sustainability stage described in section 6.7 of these Instructions.

### The Commercial Assessment Panel may ask Tenderers to provide it with original evidence that demonstrates that the allowances made are reflective of forecasted costs incurred. This is a critical process and Tenderers should ensure appropriate time and resources are offered to support this. Failure to provide satisfactory evidence to support any part of this aspect of the submission may result in the overall weighted quality score being reduced by the Tender Evaluation Panel at the sustainability stage of the evaluation.

## Sustainability Deduction Mechanism

### Where Tenderers are unable to provide satisfactory evidence that they can deliver the contract for a Lot for the price submitted for the duration of the contract their moderated quality score for one or more quality questions will be reduced in accordance with Table 12.

**Table 12 – Quality Score Sustainability Deduction Mechanism**

|  |  |
| --- | --- |
| **% reduction from overall moderated quality mark for question** | **To what extent does the Tenderer’s evidence fail to demonstrate that it can deliver the work for the lot for the price submitted for the duration of the framework contract.** |
| -20% | There is a high level of concern that the contract cannot be delivered for the price submitted for the duration of the contract |
| -10% | There is a medium level of concern that the contract cannot be delivered for the price submitted for the duration of the contract |
| -5% | There is a low level of concern that the contract cannot be delivered for the price submitted for the duration of the contract |
| 0% | The Tenderer’s evidence raises no concern that the contract cannot be delivered for the price submitted for the duration of the contract |

**Table 13 - Following Sustainability**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Question No.** | **Weighting** | **Quality Question Score** | **Total** | **Sustainability** | **Deduction** | **New Interim Score** |
|  | Framework Questions |  |  |  |  |  |
| Q1 | 10% | 9 | 9.0 | 0% | 0.0 | 9.0 |
| Q2 | 15% | 10 | 15.0 | 10% | 1.5 | 13.5 |
| Q3 | 15% | 6 | 9.0 | 0% | 0.0 | 9.0 |
| Q4 | 10% | 10 | 10.0 | 20% | 2 | 8 |
| Q5 | 15% | 9 | 13.5 | 0% | 0.0 | 13.5 |
|  | Lot Specific Questions |  |  |  |  |  |
| 1.1 | 20% | 9 | 18.0 | 0% | 0.0 | 18.0 |
| 1.2 | 15% | 6 | 9.0 | 5% | 0.5 | 8.5 |
| **TOTAL QUALITY SCORE** | ***83.5*** |  | ***4*** | ***79.5*** |
|  |  |  |  |  |  |

**Table 14 – Weighted Quality Score After Sustainability**

|  |  |  |
| --- | --- | --- |
| **Tenderer** | **Total Quality Score** | **Weighted Quality Score (60%)** |
| A | 79.5 | 47.7 |
| B | 65.5 | 39.3 |
| C | 73.1 | 43.9 |

# Total Overall Score

## Combined Scores

### The final commercial score is then combined with the final quality score. In this competition in determining the most economic tender the commercial score is weighted 40% and the quality score 60%.

### The weighted commercial and quality scores are added together to confirm the preferred bidders.

**Table 15 – Combined Scores**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Final Quality Score** **(i)** | **Final Commercial Score** **(ii)** | **60% Quality Score****[(i)\*[0.6]]****(iii)** | **40% Price Score****[(ii)\*[0.4]]****(iv)** | **Total Overall Score****[(iii)+(iv)]****(v)** |
| Tenderer A | 79.5 | 100 | 47.7 | 40.0 | 87.7 |
| Tenderer B | 65.5 | 97 | 39.3 | 38.8 | 78.1 |
| Tenderer C | 73.1 | 94 | 43.9 | 37.6 | 81.5 |

# Tender award

## Confirmations

### Prior to the award of any contract the preferred bidders must provide evidence that the insurances required by the contract are in place.

# Documents to be returned

## Table of material to be returned

### Table 16 below, shows the list of documents that need to be returned as part of the Tenderer’s submission. Also depicted are the locations of where each document should be uploaded to, within Bravo.

**Table 16 – Documents to be returned**

|  |  |  |
| --- | --- | --- |
| **Returnable Documents**  | **Applicable level** | **Location to be returned to** |
| Answers to Framework level Quality Questions | Framework level | Framework ITT Technical Envelope. |
| Answers to Lot Specific level Quality Questions | Per Lot bidding for | In the relevant Lot ITT Technical Envelope. |
| A completed IfT Appendix B - Quality Promises | Both framework and Lot specific | Framework ITT Technical Envelope |
| CVs for 7 identified Key People / Roles | Framework level | Framework ITT Technical Envelope |
| Organogram (organisational chart) | Framework level | Framework ITT Technical Envelope |
| A completed Framework Contract Data Part 2  | Framework level | Framework ITT Commercial Envelope |
| A populated Quotation Information | Per Lot bidding for | Lot Specific ITT Commercial Envelope |
| A populated Schedule of Rates Resource Schedule | Per Lot bidding for | Lot Specific ITT Commercial Envelope |
| A completed and signed Form of Tender | Framework level  | Framework ITT Technical Envelope |
| A completed Lot Preference Form  | Framework level | Framework ITT Technical Envelope |
| A completed and signed Anti Bribery Code of Conduct | Framework level | Framework ITT Technical Envelope |
| A completed and signed Anti-Fraud Code of Conduct | Framework level | Framework ITT Technical Envelope |
|  Proposed Information Assurance Solutions | Framework level | Framework ITT Technical Envelope |
| A completed and signed Fair Payment Charter | Framework level | Framework ITT Technical Envelope |
| A Small and Medium Sized Enterprises (SME) Subcontracting Statement | Framework level | Framework ITT Technical Envelope |
| A summary of relevant insurance policies and certificates | Framework level | Framework ITT Technical Envelope |
| A statement undertaking responsibility for dealing with insurance claims (or parts of such claims) within the excess amount | Framework level | Framework ITT Technical Envelope |
| Any request for non-disclosure under the Freedom of Information Act 2000 | Framework level | Framework ITT Technical Envelope |
| Confirmation that the Named Parent Company(s) will enter into the Parent Company Guarantee (if required) | Framework level | Framework ITT Technical Envelope |
| Legal Opinion for non-United Kingdom Registered Companies (if applicable) | Framework level | Framework ITT Technical Envelope |

Concrete Roads Lifecycle Extension Works Framework IfT – Appendix A

**Concrete Roads Lifecycle Extension Works Framework – Quality Questions**

(See appended excel version of the quality questions, titled “CRF LEW - IfT Appendix A Quality Questions - Rev 0”.)

Concrete Roads Lifecycle Extension Works Framework IfT – Appendix B

**Concrete Roads Lifecycle Extension Works Framework – Quality Promises**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quality Question** | **Year** | **Quality Promise** | **Date to be completed by** | **Location of the promise in Quality Statement** |
|  |  |  |  |  |
| Q1 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| Q2 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| Q3 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| Q4 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| Q5 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| 1.1 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| 1.2 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| 2.1 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| 2.2 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| 3.1 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
| 3.2 | Year 1 |  |  |  |
| Year 2 |  |  |  |
| Year 3 |  |  |  |
| Year 4 |  |  |  |
|  |  |  |  |  |