

INSTRUCTIONS FOR SELECTION STAGE

DETAILS OF CONTRACT

CONTRACT TITLE:	Transformation Delivery Partnership
CONTRACT REFERENCE:	pro_15433
RELEVANT PROCEDURE:	Restricted Procedure
SQ RESPONSE DEADLINE:	5 February 2024

Version	Amendments	Initials	Date published
1.0	First issue	JM	2 Jan 2024

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1. SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Electronic Portal Reference:	E-tendering portal reference PQQ_42 (the “ Portal ”)
Contract Description:	<p>Provision of transformation and change services between October 2024 and March 2030.</p> <p>Further details of the Authority’s requirements under the contract and other relevant information are detailed in the Tender Briefing Note.</p> <p>(the “Contract”)</p>
Contracting Authority:	National Highways Limited (the “ Authority ”)
Public Contract Type:	Services
Procurement Approach:	Restricted procedure
Insurance Requirements:	<p>A successful Tenderer will need to provide the following insurance cover per 12 month period:</p> <ol style="list-style-type: none"> 1) Public Liability Cover for no less than £5,000,000 2) Employer’s Liability Cover for no less than £10,000,000 3) Professional Indemnity Cover for no less than £2,000,000
Term of Contract:	3 years plus an option at the Authority's discretion to extend for a period or periods up to 2.5 years
Procuring Officer:	<p>James Mayer</p> <p>Any queries must be addressed to the Procuring Officer via the e-sourcing portal (https://nationalhighways.ukp.app.jaggaer.com/).</p> <p>Failure to submit queries in good time may result in responses not being made.</p> <p>Where the bidders have difficulty accessing the e-sourcing portal, they may contact the Procurement Officer directly at</p>

ITEM	CONTRACT DETAILS
	james.mayer@nationalhighways.co.uk
SQ Submission instructions:	<p>SQ Responses must be submitted via the e-sourcing portal (https://nationalhighways.ukp.app.jaggaer.com/) by the date and time detailed below.</p> <p>SQ Responses MUST NOT be returned by any other means.</p>
SQ Response Deadline (latest date for return of the SQ):	11 am, 5 February 2024

2. IMPORTANT NOTICE

- 2.1 The Authority has issued this instructions document and selection questionnaire to Suppliers to allow them and their professional advisers to prepare an SQ Response for this Contract opportunity and for no other purpose.

3. GLOSSARY

- 3.1 In this SQ the following words have the meanings next to them unless the context requires otherwise:

Defined term	Meaning
Authority	has the meaning in the table at Section 1 above
Bid Team	has the meaning given to it in the Managing Conflicts Agreement
Bidders	includes Suppliers and Tenderers
Conflicted Personnel	has the meaning given to it in the Managing Conflicts Agreement
Consortium	an arrangement between two or more economic operators to cooperate in bidding and to rely on each other's financial and or technical experience to submit a SQ Response and whether or not the ultimate intended contractual structure is a corporate JV or a prime/material sub-contractor model
Consortium Member	an economic operator who is bidding as part of a Consortium
Contract(s)	the legally binding contractual documentation to be entered into between the Authority and the successful Tenderer
EIR	the Environmental Information Regulations 2004, as amended from time to time
FOIA	the Freedom of Information Act 2000, as amended from time to time
Invitation to Tender / ITT	the invitation to tender that Tenderers are required to respond to at Stage Two (ITT)

Defined term	Meaning
Managing Conflicts Agreement	means the agreement that each Supplier must sign with the Authority, setting out the Authority's approach for managing conflicts of interest for this procurement
Material Sub-Contractor	means a sub-contractor that the Supplier is relying on in order to meet the Authority's selection criteria and/or a sub-contractor that the Supplier proposes will deliver the whole or a substantial or a critical part of the contract
Procurement Process	means this procurement process commenced as detailed above
Regulations	the Public Contracts Regulations 2015, as amended from time to time (SI 2015/102)
Requirements	as specified in the Tender Briefing Note
Restricted Procedure	the restricted procedure as set out in Regulation 28 of the Regulations
SQ or Selection Questionnaire	the selection questionnaire at Schedule 1
SQ Instructions	these SQ instructions for Stage One (SQ) (including the SQ itself and all schedules)
SQ Response	information provided by a Supplier in response to the questions set out in the SQ and all associated documentation
SQ Response Deadline	the time and date by which the SQ Response must be submitted, as indicated on the front page of these instructions and in the Timetable or such other time and date as may be notified to Suppliers by the Authority
Supplier(s)	an entity which submits a SQ Response
Tender	a Tenderer's response to the ITT at Stage Two (ITT) as described in Section 5 below
Tender Briefing Note	a document provided to Suppliers setting out the Authority's expectations and requirements

Defined term	Meaning
Tenderer	a Supplier who has been successful at Stage One (SQ) and is invited to Stage Two (ITT) as described in Section 5 below
Timetable	the indicative timetable set out in Section Error! Reference source not found. below

4. CONFIDENTIALITY AND PUBLICITY AND OTHER CONDITIONS

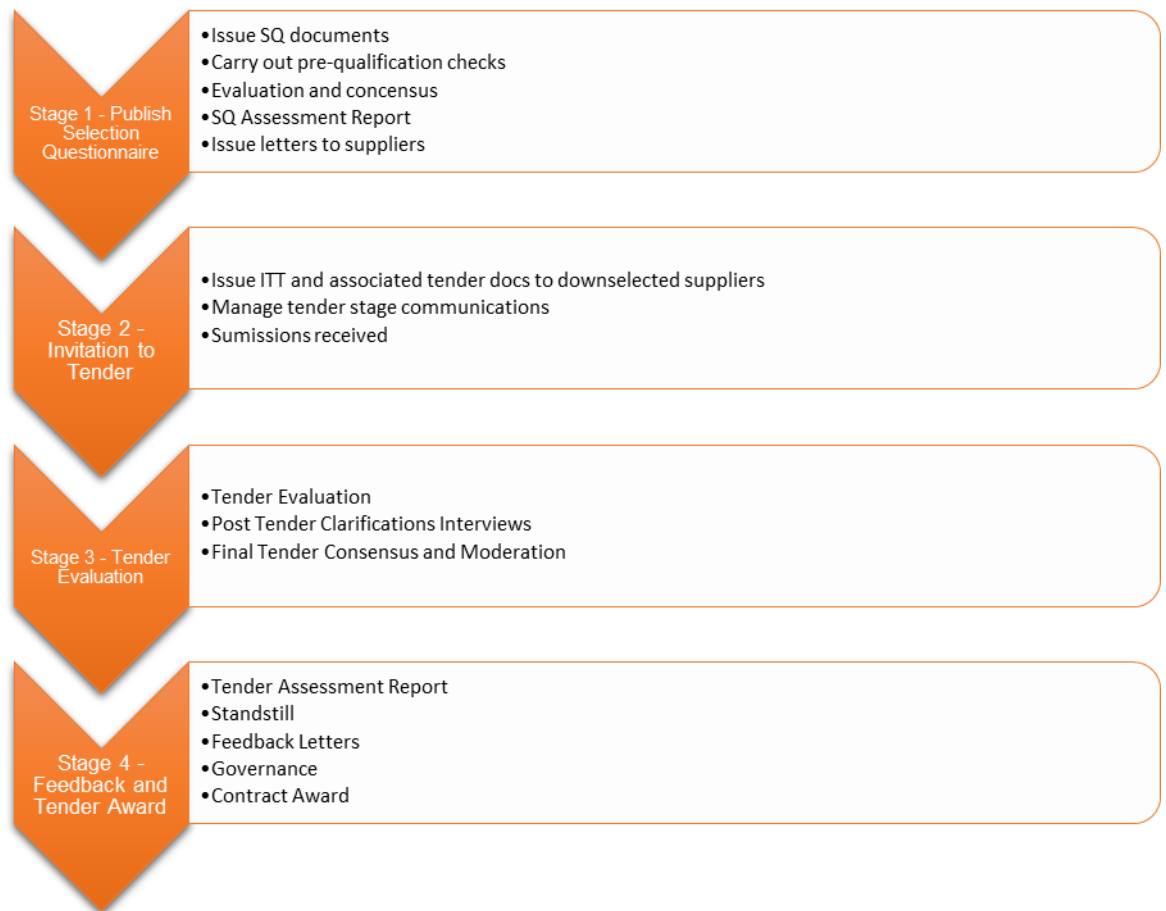
- 4.1 This SQ is made available on the condition that its contentsd are kept confidential by the Supplier and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Supplier to submit a SQ Response. If Suppliers are unable or unwilling to keep to this rule they:
 - 4.1.1 should destroy this SQ and all associated documents at once; and
 - 4.1.2 should not keep any electronic or paper copies.
- 4.2 Suppliers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its awarded contracts, including the contract values and the identities of its suppliers on its website without consulting the supplier of that information.
- 4.3 Suppliers must not take part in any publicity activities with any part of the media about the Contract or this Procurement Process without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers should detail the proposed media coverage including format and content of any publicity.
- 4.4 This document is made available in good faith. While the information contained in these SQ Instructions is believed to be correct at the time of issue, the Authority, its advisors, or any other awarding authorities will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from these SQ Instructions (including its schedules and appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Supplier. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 4.5 Neither the issue of these SQ Instructions nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
- 4.6 The Authority reserves the right to cancel the Procurement Process at any point and/or to choose not to award any Contract as a result of the

current Procurement Process. The Authority makes no guarantee of any volumes of work placed under the Contract. The Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement Process or for any other costs which Bidders may incur by tendering for this Contract.

- 4.7 Suppliers will be deemed to fully understand the process that the Authority must follow under relevant UK legislation, particularly the Regulations.
- 4.8 The Authority reserves the right at any time:
 - 4.8.1 to issue amendments or modifications to the documentation it has issued at any time during this Procurement Process. Bidders must consider such information in their proposals and the Authority will assume that all changes or additional information transmitted to Bidders have been included in their final tenders, including their price, unless otherwise specified;
 - 4.8.2 to require a Bidder to clarify their proposal(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful);
 - 4.8.3 to alter the timetable for this Procurement Process; and/or
 - 4.8.4 to amend the Procurement Process as described, including the number of stages and the number of Bidders to be shortlisted at any stage.

5. IMPORTANT INFORMATION FOR SUPPLIERS

- 5.1 Prior Information Notices (PIN) were issued on 14 December 2022 (see Notice reference: [2022/S 000-035399](#)) and 28 June 2023 (see Notice reference: [2023/S 000-018457](#)). An Early Market Engagement Day took place on 1 August 2023 and a subsequent PINs were issued on 9 November 2023 (see Notice reference: [2023/S 000-033142](#)) and 20 December 2023 (see Notice reference: [2023/S 000-037562](#)) updating the market on timescales. Slides from the Early Market Engagement Day can be obtained from the eSourcing Portal.
- 5.2 The Authority is now conducting this Procurement Process using the Restricted Procedure in accordance with the requirements of Regulation 28 of the Regulations.
- 5.3 Bidders should familiarise themselves with this Regulation. However as a reminder, the stages of a Restricted Procedure procurement are these:



- 5.4 This document contains further information about the Procurement Process, the Requirement and the Stage One (SQ) assessment questions for Suppliers to complete. The SQ questions have been set to:
- 5.4.1 collect information relating to the Supplier's organisation, its bidding model and the subcontracting arrangements;
 - 5.4.2 confirm the robustness of the Supplier's financial standing, organisational policies and processes; and
 - 5.4.3 test the Applicant's experience and transferable skills in key areas.
- 5.5 Financial robustness will be re-tested throughout the procurement process; in particular prior to Contract Award.
- 5.6 The Authority will invite a maximum of the five (5) highest ranked Suppliers for the Invitation to Tender Stage Two. Each Tenderer (and their Consortium members if applicable) will be required to confirm their acceptance of a shortlisted place and their commitment to participate in the tender stage of the procurement process.

- 5.7 Should a Supplier confirm their intention not to accept and commit to participating in the tender phase of the procurement, or otherwise withdraws from the procurement process, The Authority reserves the right to offer a shortlisted place to the next highest scored Supplier(s). Suppliers who proceed to Stage Two will be referred to as Tenderers.
- 5.8 The Authority is using the Portal to conduct the Procurement Process. All communications (including submission of SQ Responses) **must** be via the Portal.

6. DATA ROOM

- 6.1 A data room may be made available to Suppliers, to ensure they have access to appropriate and relevant information. The data room will not be available at the time the SQ is published and will be accessible only after relevant information needs to be released.
- 6.2 Access to the data room may be made available during the SQ period or on publication of the ITT. The terms upon which Suppliers can access the data room will be published when the data room is available for access.

7. INDICATIVE TIMETABLE

- 7.1 The key dates for this Procurement Process are currently anticipated to be as follows (the “**Timetable**”):

Stage	Dates	Times (where applicable) Please note times are 24 hr clock
Supplier market engagement	1 Aug 2023	N/A
Issue of this SQ Instructions document and the Tender Briefing Note	2 Jan 2024	
Deadline for receipt of clarifications	23 Jan 2024	11:00
SQ Response Deadline (deadline for receipt of SQ Responses)	5 Feb 2024	11:00
Tenderers successful at Stage One (SQ) invited to Stage Two (ITT)	Mar 2024	N/A
Tender deadline (deadline for receipt of Tenders)	Apr 2024	
Evaluation of Tenders including verification of self-certification information. Also includes	Apr – May 2024	

Tender clarification meetings		
Internal and external governance (including Cabinet Office spending controls)	Late May – Jul 2024	
Standstill period	Aug 2024	
Expected date of signature of Contract(s)	Sep – Oct 2024	
Contract commencement	31 Oct 2024	

- 7.2 The Authority reserves the right to change the Timetable set out above at its sole discretion. Any changes to the Timetable shall be notified to all Bidders as soon as practicable.

8. SUPPLIERS' QUERIES DURING THE PROCUREMENT PROCESS

- 8.1 Any questions / clarifications and communications relating to these SQ Instructions and/or the Procurement Process must be submitted via the e-sourcing portal <https://nationalhighways.ukp.app.jaggaer.com/> Any direct approaches to Authority members of staff may be seen as a breach of the conditions of tendering and may result in a Bidder being excluded from this competition.
- 8.2 Any questions / clarifications must be addressed to the Procuring Officer via the e-sourcing portal <https://nationalhighways.ukp.app.jaggaer.com/> and received by no later than the date in the timetable above.
- 8.3 The Authority will respond to all reasonable questions / clarifications as soon as possible via e-sourcing portal <https://nationalhighways.ukp.app.jaggaer.com/> clarifications log. If a Supplier wishes the Authority to treat a question / clarification as confidential and not issue the response to all Suppliers it must state this when submitting the question / clarification. If, the Authority determines at its sole discretion that the question / clarification is not confidential, the Authority will inform the Supplier and it will have an opportunity to withdraw it. If the query is not withdrawn, the response will be issued to all Suppliers.
- 8.4 Suppliers are advised not to rely on communications issued via any method other than <https://nationalhighways.ukp.app.jaggaer.com/>
- 8.5 The Authority reserves the right to issue extra documentation prior to SQ Response Deadline (detailed at Section 7 above) to clarify any issue or amend any aspect of the SQ. Any extra documentation that the Authority may issue will form part of the SQ. Also, it will add to and/or supersede any part of the SQ to the extent indicated.
- 8.6 Suppliers must obtain at their own expense all information required for the preparation of their SQ Response.

- 8.7 The SQ Response submission must be received in line with the relevant instructions no later than the time and date indicated. The Authority will not accept any SQ Response received after the SQ Response Deadline. For the avoidance of doubt, to be considered as having been submitted prior to the SQ Response Deadline the SQ Response must be fully uploaded and received by the Authority in full. It is the Supplier's responsibility to ensure the SQ Response is fully uploaded in sufficient time prior to the SQ Response Deadline.

9. SQ RESPONSE REQUIREMENTS

- 9.1 SQ Responses must be written in the English language.
- 9.2 Suppliers must respond in line with the instructions set out in these SQ Instructions and those in Schedule 1 in particular.
- 9.3 Only one SQ Response submission is allowed from each Supplier. If a Supplier submits more than one SQ Response the Authority will assess the one with the latest time of submission and disregard the other(s). For the avoidance of doubt the Authority will not accept multiple competing SQ Responses from a single organisation e.g. as an independent bid and / or part of a (multiple) Consortium bid(s).
- 9.4 Suppliers must not embed documents and instead upload separate copies.
- 9.5 Suppliers must comply with the following document response restrictions:
- 9.5.1 the page limits as specified must be adhered to including title pages, drawings diagrams, organograms, flow charts and annexes
 - 9.5.2 the pages of any documents with a page limit must be numbered;
 - 9.5.3 text must be presented in "Arial" font and be no smaller than 11 point, single-spaced. Text no smaller than 10 point can be used for drawings, diagrams and flow charts. This does not include headings, headers and footers, templates, tables, pull out boxes or spreadsheets. Suppliers must provide a word count for each question response; and
 - 9.5.4 if the response to the relevant scored questions exceeds the page limit, the content that exceeds the relevant page limit will not be considered when evaluating the response.
- 9.6 Suppliers should not exceed the page limits. Where any section of the SQ indicates a page limit, any response will be reviewed to that word limit and any additional information beyond that page limit will not be considered.

- 9.7 The SQ Response must not be qualified in any way. The SQ Response must be clear, concise and complete. The Authority will assess SQ Responses in accordance with the selection criteria (see Section 18) and reserves the right to exclude any SQ Response from the Procurement Process if it contains any ambiguities, caveats or lacks clarity. Suppliers should submit only such information as is necessary to respond effectively to this SQ. Suppliers will be assessed on the basis of information submitted by the SQ Response Deadline.
- 9.8 Any signatures must be made by a person who is authorised to commit the Supplier to the Contract. For the avoidance of doubt, an electronic signature is acceptable for the SQ, but wet signature will be required at Contract award stage.
- 9.9 If Suppliers believe that they are unable to submit a SQ Response via the Portal, or if Suppliers need help or further information to be able to use the e-tendering process, they must contact the Portal Host, using the contact details on the portal homepage. This is to allow for any technical queries to be investigated and resolved. Suppliers are to note that it is their responsibility to upload SQ Responses by the SQ Response Deadline and to allow sufficient time for any technical queries to be resolved.

10. SUBCONTRACTING AND CONSORTIUM BID REQUIREMENTS

- 10.1 The Authority requires all Suppliers to identify whether they are tendering as part of a Consortium. A Consortium is defined as *“an arrangement between two or more economic operators to cooperate in bidding and to rely on each other’s financial and or technical experience to submit the SQ and/or a Tender and whether or not the ultimate intended contractual structure is a corporate JV or a prime/material sub-contractor model”*.
- 10.2 Consortium members may be Material Sub-Contractors but not all Material Sub-Contractors are automatically members of a bid Consortium. The key difference is whether the Supplier could continue to meet the minimum financial and technical requirements as set out in this SQ should that party leave the bidding Consortium. If the answer is "no" then they should be considered part of your Consortium.
- 10.3 If you are bidding as part of a Consortium you must identify in the SQ Response the members of the Consortium and the identity of the lead contact. The lead contact is the Consortium member which shall be responsible for all communications with the Authority throughout his process but also note 9.5 below regarding the final contracting entity should your Consortium be successful.
- 10.4 If your organisation is a Consortium then all of **Part 1 and Part 2** must be answered by each member of the Consortium. Only the lead contact needs to answer Part 3 of the SQ Response, but should do so on behalf of the entire Consortium.

- 10.5 The Consortium should identify the final anticipated legal structure between Consortium Members should its Tender be successful i.e. whether the Consortium would structure itself into a prime/material sub-contractor model if successful or another form of partnership or joint venture. The Authority will assume the entity which is the lead contact to be the party to any Contract which the Authority enters into in connection with the Contract unless notified otherwise (and subject to the security offered). If the Consortium is a joint venture, partnership or the like, the Authority may specify whether all members of it will be required to enter into the Contract and will be jointly and severally liable under any such Contract OR the Authority may require the members to establish a new legal entity to the extent that such change is necessary for the satisfactory performance of the Contract in accordance with Regulation 19(6) of the Regulations.
- 10.6 During the Procurement Process any changes to the composition of the Consortium must be notified to the Authority immediately. If a member leaves and is not intended to be replaced the Authority will consider whether the remaining entity would alone meet the minimum SQ criteria. If a new Consortium member joins a Consortium, the new Consortium member will be required to complete the Selection Questionnaire previously issued under Stage One (SQ) (as described in Section **Error! Reference source not found.**), which will be assessed in accordance with the selection criteria set out in that document. Should the Authority consider that the remaining/new entity would fail the selection criteria it reserves the right to exclude the Supplier from the Procurement Process. Alternatively the Authority may require a change in the relevant Consortium as a condition of a Supplier continuing in the Procurement Process.
- 10.7 In addition to the above, a Supplier may be intending to use Material Sub-Contractors (not Consortium members if not relied upon to pass the SQ). Material Sub-Contractors should be detailed in the SQ Response and any changes to the Material Sub-Contractor arrangements should also be notified to the Authority during the Procurement Process.
- 10.8 Material Sub-Contractors must complete all of **Part 1 and Part 2** of Schedule 1.

11. PARENT COMPANY GUARANTEE OR ALTERNATIVE SECURITY

- 11.1 Where a Supplier is reliant on the accounts of a parent company (or the parent company of any Consortium Member) to pass the minimum financial standing tests set out in this SQ a parent company guarantee/guarantee in a form to be provided by the Authority will be a requirement of continuance in this procurement process and failure to provide such a guarantee may result in exclusion from the competition.
- 11.2 The Authority may also request further financial security, in the form of a parent company guarantee or other instrument where a Supplier fails to

meet the minimum standard for a "pass" and further assurances are required in order to be awarded a discretionary "pass". Please see Table 2 for further details.

- 11.3 The Authority also reserves the right at any time during this procurement process to request the financial details of other Consortium or supply chain members who, whilst not relied upon to meet the mandatory financial selection criteria, none the less their financial stability may impact upon the sustainability of a Tender. Subject to the outcome of such assessment and should your Tender be successful, the Authority reserves the right to make additional contractual or financial security provisions a condition of award.

12. CONFLICTS OF INTEREST

- 12.1 The Authority anticipates that many Suppliers will have worked with the Authority either in the past or currently as incumbents. The Authority has drafted the selection and evaluation criteria agnostically so as to enable any organisation to demonstrate whether they have the skills and experience to deliver the Requirements. The Authority has and will also make extensive background information available to all Suppliers in the data room and is permitting sufficient time in the programme to enable all Suppliers to consider that information and put forward a credible Tender.
- 12.2 Notwithstanding these measures, the Authority must also cater for the possibility that there may be, in limited cases, individuals who have special knowledge which cannot be neutralised by less draconian means than by requiring that they must not play a part in a Tenderer's bid. Therefore, the Conflict of Interest Declaration and the Managing Conflicts Agreement place an obligation on each Supplier to monitor actual and potential conflicts of interest and/or individuals in their bid team(s) who may give rise to a distortion of the competition due to special knowledge not held by other Suppliers that goes beyond natural incumbent advantage. If such a situation is identified the Managing Conflicts Agreement provides a mechanism for managing the situation to ensure no distortion of competition arises from it.
- 12.3 All Suppliers must complete and return a signed Managing Conflicts Agreement either before or with their SQ Response together with the Conflict of Interest Declaration which requires:
- 12.3.1 the names of individuals who will be within the bid team should the Supplier be shortlisted;
 - 12.3.2 declarations that such individuals shall only work in one bid team; and
 - 12.3.3 the names of any other individuals which the Supplier considers are or may be Conflicted Personnel (**if any**) as defined in the Managing Conflicts Agreement and the reasons for the actual or

potential conflict or advantageous information.

- 12.4 Responses before the SQ response must be supplied via the messaging system within the eSourcing portal.
- 12.5 An SQ Response without the above information (unless the information was provided before SQ return per 12.4 above) shall be non-compliant and such SQ Response shall be excluded from the competition. The Authority requires all actual or potential conflicts of interest between the Supplier and the Authority and its advisors to be identified and resolved to the Authority's satisfaction prior to the ITT Stage Two.
- 12.6 An individual may be a Conflicted Person where, for example (not exhaustive list), they have previously been employed or contracted by the Authority into a position which may have given them access to beneficial information or involvement in the preparation of the procurement; they have a personal relationship with any member of Authority staff; or any other circumstance where a reasonable person may consider that the Conflicted Person's involvement might give rise to an unfair advantage to the Supplier.
- 12.7 Where either a Supplier (within its Conflict of Interest Declaration) or the Authority (having reviewed the proposed bid team) identify a "Conflicted Personnel" (as defined in the Managing Conflicts Agreement) the Bidder must ensure such individual/s are subject to an information barrier and at the Authority's discretion either play no part in the procurement or the Supplier's bid preparation and submission or work only for the Bid Team to which they are assigned. This includes individuals employed or contracted to any Consortium Member, subcontractor and/or advisors of the foregoing.
- 12.8 In the event that any actual or potential conflict of interest comes to a Consortium Member's attention following the submission of its SQ Response, that Consortium Member should immediately make the Authority aware via the messaging area of the e-Tendering Portal and take action as the Authority deems necessary to neutralise any advantage the conflict may give rise to.
- 12.9 Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Authority may result in the disqualification of the relevant Supplier from the procurement process.

13. CONDUCT

- 13.1 Any attempt by a Supplier or their advisors to influence the Procurement Process in any way may result in the Supplier being disqualified. Specifically, the Supplier shall not directly or indirectly at any time:
 - 13.1.1 devise or amend the content of their SQ Response in accordance with any agreement or arrangement with any other person, other

than in good faith with a person who is a proposed partner, supplier, Consortium Member or provider of finance;

- 13.1.2 enter into any agreement or arrangement with any other person as to the form or content of any other SQ Response or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other SQ Response;
- 13.1.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a SQ Response;
- 13.1.4 canvass any employees, members or agents of the Authority in relation to this Procurement Process; or
- 13.1.5 attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or SQ Response.

14. CONTRACT TERMS

- 14.1 The Draft Contract will be provided in the ITT but will follow the template standard form NEC4 PSSC with appropriate amendments. By submitting a Tender at the next stage, Tenderers will be agreeing to be bound by the terms of the ITT and, if the Tender is successful, to enter into the Contract without further negotiation or amendment. Any amendments to the Draft Contract or any alternative terms and conditions submitted by the Tenderer shall not be acceptable or considered by the Authority.

15. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION

- 15.1 The Authority is subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR").
- 15.2 As part of the Authority's duties under the FOIA or EIR, the Authority may need to disclose information about the Procurement Process or the Contract to anyone who makes a reasonable request.
- 15.3 If Suppliers consider that any of the information given in their SQ Response is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then Supplier should clearly mark this as 'Not for disclosure to third parties'. Supplier should also give valid reasons in support of the information being exempt from disclosure under the FOIA and / or the EIR. This information should be provided in Schedule 3.
- 15.4 The Authority will aim to consult with Suppliers and consider comments and any objections before the Authority releases any information to a third party under the FOIA and/or the EIR. However, irrespective of whether a Supplier has marked information as 'Not for disclosure to third parties' and / or completed Schedule 3 and submitted it with its SQ

Response, the Authority shall determine in its absolute discretion whether any information is:

15.4.1 Exempt from the FOIA or the EIR; or

15.4.2 to be disclosed in response to a request of information.

15.5 The Authority must make its decision on disclosure in line with the provisions of the FOIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under either.

15.6 The Authority will not be held liable for any loss or prejudice caused by the disclosure of information that:

15.6.1 has not been clearly marked as 'not for disclosure to third parties' with supporting reasons (referring to the relevant category of exemption under the FOIA or EIR where possible);

15.6.2 does not fall into a category of information that is exempt from disclosure under the FOIA or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

15.6.3 where it is in the public interest to disclose this and there is no legal duty to withhold it.

16. EQUALITY AND DIVERSITY

16.1 The Authority is committed to providing its services in a way that promotes equality of opportunity at every possibility. The Authority expects the successful Tenderer to be equally committed to equality and diversity in its employment practises and service provision. The Authority will ensure compliance with all anti-discrimination legislation via contract management to monitor arrangements.

Expectation of the Suppliers

16.2 The terms and conditions of the Contract will require the successful Tenderer to adhere to equality and diversity obligations. The Authority will, if appropriate, monitor compliance throughout the Contract period.

Compliance with Equality Legislation

16.3 The Authority requires the Suppliers to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than five employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria as set out in Section 16.4 below. The Authority may work with the successful Tenderer during the Contract period, to ensure ongoing compliance with equality in employment legislation.

16.4 The rules on equality can be found at:

<https://www.equalityhumanrights.com/en/advice-and-guidance/guidance-employers>

and, the Authority's policy is available on its website.

17. SELECTION QUESTIONNAIRE ASSESSMENT

17.1 Suppliers are required to complete the Selection Questionnaire, as included at Schedule 1.

17.2 The Authority reserves the right to request information at any time throughout the Procurement Process. The Authority may elect to obtain evidence that the Supplier can meet the specified requirements (such as the questions in Section 6 of Part 3 of the SQ relating to Technical and Professional Ability).

17.3 Failure in respect of any of the Pass/Fail sections detailed below will result in a Supplier's SQ Response being non-compliant and excluded from the Procurement Process, in which case the Supplier and its SQ Response will not be considered or assessed any further.

17.4 The Selection Questionnaire will be assessed as follows:

Section	Assessment
PART 1 - POTENTIAL SUPPLIER INFORMATION	
Section 1 Potential Supplier Information Bidding Model Contact Details and Declaration	This section is required to ensure the Authority has the correct details of all organisations. The Supplier must complete and sign this section. A Supplier may be excluded on the grounds of insufficient or false information, in which case the Supplier and its SQ Response will not be considered or evaluated any further. Please note that pursuant to PPN 01/22 the Authority may also exclude your organisation from this competition if you are constituted or organised under the laws of Russia or Belarus. The Authority may exercise this discretion to exclude you if the information provided under this section suggests that this is the case.
PART 2 – EXCLUSION GROUNDS	
Section 2 Grounds for Mandatory	The Authority reserves the right to exclude a Supplier if they answer "Yes" to any of the

Section	Assessment
Exclusion	questions in these sections.
Section 3 Mandatory and discretionary grounds relating to the payment of taxes and social security contributions	The Authority reserve the right to use its discretion to exclude your bid where it can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions
Section 4 Grounds for Discretionary Exclusion	Suppliers are allowed the opportunity to provide evidence of adequate and appropriate self-cleaning (in line with Regulation 57 of the Regulations) but this shall be assessed at the Authority's discretion.
PART 3 - SELECTION QUESTIONS	
Section 5 Economic and Financial Standing	<p>Bronze Tier Contracts</p> <p>Regulation 58(7) of the Public Contracts Regulations 2015 allows a contracting authority such as National Highways to impose requirements ensuring that economic operators expressing an interest in bidding for an opportunity will, if successful, possess the necessary economic and financial standing to perform the contract to be awarded.</p> <p>The assessment process described below allows National Highways to take a proportionate, flexible, contract specific and not unduly risk averse view of your economic and financial standing. It takes account of the principles contained in the Guidance Note for Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers (revised December 2020) which forms part of the government's Outsourcing Playbook.</p> <p>The assessment methodology comprises three separate economic and financial standing tests (EFSTs):</p>

Section	Assessment
	<ul style="list-style-type: none"> • Test 1 is an assessment using a Dun & Bradstreet (D&B) comprehensive report; • Test 2 is an assessment using the turnover figure from your most recent financial statements compared to the projected annual value of the contract being procured; • Test 3 (if necessary – see below) is an assessment of four accounting ratios using information from your last two years' financial statements. <p>Suppliers are required to submit the financial information set out in the SQ for the entity which would enter into the Contract should the Supplier be successful (i.e. the "prime") and (if different) any entity (e.g. a parent company) it is seeking to rely on to meet the EFSTs. If you are seeking to rely on the financial strength of a parent company, a PCG shall be required as a condition of award should you be successful (see para 11 above).</p> <p>Each of these three tests will result in you (or your parent where you are seeking to rely on a parent company's financial strength) being rated as High or Low risk. In this context "risk" means the risk of you not being able to perform the contract for its full duration were you to be successful in the procurement.</p> <p>Your overall risk rating will be determined as follows. If you receive a Low risk rating for both Tests 1 and 2 then your overall risk rating is Low and Test 3 is not performed. You will pass this Criterion. If you receive a High risk rating for either Test 1 or Test 2 then Test 3 is performed. If you receive a High risk rating for two or more of the four elements in Test 3 then your overall risk rating is assessed as High.</p> <p>The information that National Highways will use to conduct Test 2 is taken from your (or your parent company's if applicable) most recent set</p>

Section	Assessment
	<p>of audited financial statements and for Test 3 is taken from your last two years audited financial statements. If no such audited financial statements are available, then unaudited financial statements will be used instead.</p> <p>Consequences of being assessed High risk</p> <p>If you (or your parent company as applicable) are assessed as High risk you have <i>provisionally</i> failed this criterion however the Authority will engage in dialogue with you. This will identify our concerns and ask if you can provide any mitigation e.g. more recent unpublished or management accounts showing an improvement in your financial position or details of an agreed but unannounced re-capitalisation, merger or takeover.</p> <p>A discretionary 'pass' will be awarded if the response satisfies the Authority that the Supplier:</p> <ul style="list-style-type: none"> - shows that a lower risk classification in respect of one or more ratios that meets the requirements should apply to the Supplier; and/or - includes proposed mitigations that give a good degree of confidence that the relevant areas of risk will be adequately mitigated or managed and/or - the Supplier offers a bank bond or other form of equivalent financial security in the form set out below <p>A 'fail' will be confirmed where the Authority considers that the further response either:</p> <ul style="list-style-type: none"> - does not exist as the Supplier has provided no mitigations; or

Section	Assessment
	<p>- the response does not show that a lower risk classification in respect of one or more ratios that meets the requirements should apply to the Supplier; and</p> <p>- any mitigations proposed in the response does not give a good degree of confidence that the relevant areas of risk will be adequately mitigated or managed; and/or</p> <p>- the Supplier does not offer a bank bond or other form of equivalent financial security in the form set out below</p> <p>Consequences of being assessed Low risk</p> <p>If you are assessed as Low risk no dialogue is required. This is a "pass" and you will be allowed to continue to participate in the procurement process.</p> <p>Parent Company Guarantee or Other Form of Financial Security</p> <p>Where your continued participation in the procurement process is conditional upon you committing to provide a parent company guarantee your parent company must itself achieve a Low risk rating when subjected to the three EFSTs set out below. The parent company guarantee will be in the form of the document at SQ Schedule 7 - Model Parent Company Guarantee.</p> <p>If you are:</p> <ol style="list-style-type: none"> 1. a company without a parent company, or 2. a company whose parent company does not achieve a Low risk rating for the three EFSTs

Section	Assessment
	<p>then the Authority will accept a suitable form of alternative financial security. This will be in the form of an on demand bond issued by a reputable financial institution with a credit rating of at least BBB+ and with a value of 10% of overall contract value and will be substantially in the form of the document at SQ Schedule 8 – Model form of performance security.</p> <p>The Three Economic and Financial Standing Tests (EFSTs)</p> <p>Test 1 – Dun and Bradstreet Comprehensive Business Credit Report</p> <p>To conduct Test 1 National Highways will obtain a Dun & Bradstreet (D&B) comprehensive business credit report about your company.</p> <p>The D&B comprehensive business credit report contains D&B scores and ratings which are produced using a combination of mathematical modelling, expert rules, skilled business analysis and experience of insolvency trends. D&B carefully analyse all business failures, and compare them with the normal population of actively trading companies, to identify those events which are most significant and predictive in nature, and which could affect the status of a business.</p> <p>The D&B Risk Indicator is based on daily monitoring of the subject company's financial and other key strategic activities, and is predictive of the probability that the company will fail. The D&B Risk Indicator is a score from 1 to 4, where 1 represents a minimum risk of failure, 2 a lower than average risk of failure, 3 a higher than average risk of failure and 4 a</p>

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	<p>high risk of failure.</p> <p>For Test 1</p> <ul style="list-style-type: none"> • a D&B score of 4 will be regarded as High risk • a D&B score of 1, 2 or 3 will be regarded as Low risk. <p>Test 2 – Annual Turnover Relative To Annual Contract Value</p> <p>Test 2 involves calculating a ratio by dividing the annual turnover from your most recent year's audited financial statements by the estimated annual value of the contract to be awarded. Where the estimated annual contract value is expected to vary the average estimated annual contract value is used (i.e. total estimated contract value divided by number of years of contract duration).</p> <p>The estimated value of the contract is shown on the notice that National Highways has published on the Find a Tender and/or Contracts Finder portals.</p> <p>For example, if you have an annual turnover of £17 million and the average estimated annual contract value is £10 million then your turnover ratio will be 1.7.</p> <p>A turnover ratio of 1.5 or less is High risk.</p> <p>A turnover ratio of above 1.5 is Low risk.</p> <p>Test 3 – Financial Ratios</p> <p>Test 3 will only be performed if you are assessed as High risk on either Test 1 or Test 2.</p> <p>Test 3 involves an analysis of the four</p>

Section	Assessment
	<p>accounting ratios (a) -(d) below.</p> <p>Each ratio will be calculated based on your last two years audited financial statements. Your overall risk rating will be determined by the highest risk rating for any individual ratio.</p> <p>1. <u>Pre-Tax Margin Ratio</u></p> <p>This ratio is calculated by dividing your company's annual pre-tax profits by your annual turnover expressed as a percentage.</p> <p>A result that is below 0% (i.e. negative) is High risk</p> <p>A result that is at or above 0% is Low risk</p> <p>2. <u>Finance Cover Ratio</u></p> <p>This ratio is calculated by dividing your operating profit plus finance income by your finance expenses. It is a test of whether you are generating enough profit to service your interest-bearing debt.</p> <p>A result that is 2 or less is High risk</p> <p>A result that is above 2 is Low risk</p> <p>3. <u>Current Ratio</u></p> <p>This is calculated by dividing your current assets by your current liabilities. It is a test of whether you have sufficient liquid assets, e.g. cash, short term debtors and stock to meet your outstanding current liabilities, e.g. trade creditors, bank overdraft, lease payments and interest due.</p> <p>A result that is less than 0.8 is High risk</p> <p>A result that is 0.8 or above is Low risk</p>

Section	Assessment
	<p>4. <u>Debt to Equity Ratio</u></p> <p>This is determined by dividing your total liabilities by your shareholder equity. It is a basic test of your solvency.</p> <p>A result that is more than 4 is High risk</p> <p>A result that is 4 or lower is Low risk</p> <p>Repetition of Economic and Financial Standing Assessment</p> <p>National Highways will repeat the EFSTs if it has any concerns that there has been a change in your circumstances or if new information becomes available since the initial assessment.</p> <p>You are reminded of paragraph 10.6 of this Selection Questionnaire which requires you to notify National Highways if your circumstances change.</p>
<p>Section 6</p> <p>Technical and Professional Ability</p>	<p>This section will be scored on a pass or fail basis.</p> <p>Question 6.1 / 6.2</p> <p>A Tenderer must provide the required details of up to 3 relevant contracts requested at 6.1 or satisfactory explanation in section 6.2 to pass this section.</p> <p>The Authority reserves the right to fail a Bidder if it cannot provide the required details in 6.1 or does not provide a satisfactory explanation (in the view of the Authority) in 6.2.</p> <p>Question 6.3</p> <p>If the Tenderer intends to use a supply chain to deliver the Services, they must demonstrate</p>

Section	Assessment
	they have effective systems in place to ensure a reliable supply chain. The Authority reserves the right to fail a Bidder if they cannot provide the required evidence requested in 6.3.
7.1 Insurance	<p>Bidders are required to self-certify these statements</p> <p>If a Bidder cannot self-certify compliance (and later evidence this where required by the Authority) the Authority reserves the right to fail the Supplier which shall result in exclusion from the Procurement Process at this point in the evaluation.</p>
7.2 Data Protection	<p>The Authority reserves the right to exclude a Bidder if they answer “No” to question 7.2(a).</p> <p>The Authority reserves the right to exclude a Bidder if the answer to question 7.2(b) does not provide a satisfactory explanation of how the Bidder will comply with its General Data Protection obligations.</p>
7.3 Health, Safety and Wellbeing	<p>Where the Supplier can provide a copy of a UKAS or equivalent accredited independent third-party certificate of compliance with ISO 45001, this will be treated as a pass and a response to 7.3(b) is not required.</p> <p>The Authority reserves the right to award a "fail" and to exclude a Bidder if the answer to question 7.3(b) does not provide confirmation that it has an equivalent health, safety and wellbeing policy.</p>
7.4 & 7.5 Payment in Contracts Above £5m per annum (Central Government Contracts)	<p>7.4(a) is not scored</p> <p>The Authority reserves the right to exclude a Bidder if they answer “No” to question 7.4(b), 7.4(c), 7.5.</p>
7.6	
7.6a Bidder pays ≥95% of all supply chain invoices in 60 days in at least one of the	Confirmation of the 7.6a metric shall result in a pass. Failure to confirm the 7.6a metric will cause the 7.6b metric to be tested.

Section	Assessment
previous two six month reporting periods.	
7.6b Bidder pays $\geq 95\%$ of all supply chain invoices in 60 days in at least one of the two previous six month reporting periods after removing intercompany payments.	Confirmation of the 7.6b metric shall result in a pass. Failure to confirm the 7.6b metric will cause the 7.6c metric to be tested.
7.6c Bidder pays $\geq 90\% < 95\%$ of all supply chain invoices in 60 days in at least one of the two previous six month reporting periods after removing intercompany payments (if relevant).	<p>Confirmation of the 7.6c metric shall trigger the following test:</p> <p>The Supplier shall be awarded a pass where it demonstrates an action plan that includes (as a minimum) the following:</p> <ol style="list-style-type: none"> 1) Identification of the primary causes of failure to pay: <ol style="list-style-type: none"> a) 95% of all supply chain invoices within 60 days; and b) (if relevant) all supply chain invoices within agreed terms. 2) Actions to address each of these causes. 3) Regular reporting on progress to the bidder's audit committee (or equivalent). 4) Plan signed off by a director. 5) Plan published on its website. (This can be a shorter, summary plan) <p>Where the Bidder does not provide an action plan or the action plan does not include all of the features above, the Supplier shall fail and be excluded from further participation in this procurement process.</p> <p>Failure to confirm the 7.6c metric will cause the 7.6d metric to be tested.</p>
7.6d Bidder does not pay $\geq 90\%$ of all supply chain invoices in 60 days in at least one of the two previous six month reporting periods after removing intercompany payments (if relevant).	The Supplier shall fail where the Bidder's payment performance falls substantially below the required standard and shall be excluded from this competition.
7.7 Carbon Reduction In Contracts Above £5m per	The Authority reserves the right to exclude a Bidder if they answer "No" to questions 7.7(a)

Section	Assessment
annum	and 7.7(c)
	The Authority reserves the right to exclude a Bidder if they don't provide a Carbon Reduction Plan in response to question 7.7(b)
	The Authority reserves the right to exclude a Bidder if they don't provide information requested in 7.7(d) - 7(f)(iv)
Assessment of Carbon Reduction plan	
<p>1. Carbon Reduction Plan submitted which: confirms the supplier's commitment to achieving Net Zero by 2050, contains emissions reported for all required Scopes (in accordance with the required methodology), indicates the environmental management measures that the supplier will be able to apply when performing the contract and reporting period is falls no more than 12 months prior to the date of commencement of the procurement.</p> <p>Where the CRP applies to the supplier and its parent, please see requirements detailed in box 2 below</p>	<p>Where the Bidder meets the requirement, it will achieve a pass.</p> <p>Where the Bidder does not meet the requirement, it will be tested against the other 7.7 criteria below, which may result in a fail.</p>
<p>2. Where the CRP applies to the supplier and its parent, the requirements of the CRP are met in full, as set out in the Technical Standard and Guidance, and all of the following criteria are met:</p> <p>- The bidding entity is wholly owned by the parent; The commitment to achieving net zero by 2050 is set out in the CRP for the parent and is supported and adopted by the bidding entity together with a statement that this will</p>	<p>Where the Supplier meets the requirement, it will achieve a pass.</p> <p>Where the Supplier does not meet the requirement, it will be tested against the other 7.7 criteria below, which may result in a fail.</p>

Section	Assessment
apply to the bidding entity; The environmental measures set out are stated to be able to be applied by the bidding entity when performing the relevant contract; and The CRP is published on the bidding entity's website	
3. Parent CRP fails to meet the requirements of the CRP and additional requirements listed at item 2 above	Where the Supplier fails to meet the required reporting standard, the Supplier will fail and not proceed in the competition
4. Carbon Reduction Plan not submitted	Where the Supplier fails to meet the required reporting standard the Supplier will fail and not proceed in the competition
5. Carbon Reduction Plan fails to confirm supplier's commitment to achieving Net Zero by 2050	Where the Supplier fails to meet the required reporting standard, the Supplier will fail and not proceed in the competition
6. Emissions in the Carbon Reduction Plan are not reported for any Scopes or only for some Scopes, without explanation why	Where the Supplier fails to meet the required reporting standard, the Supplier will fail and not proceed in the competition
7. Emissions in the Carbon Reduction Plan not reported for any Scopes or only for some Scopes, but supplier provides an acceptable explanation why	Where the Supplier meets the requirement, it shall be awarded a pass, otherwise the Supplier will fail and not proceed in the competition
8. Reporting period is more than 12 months from the date of commencement of the procurement	Where the Supplier fails to meet the required reporting standard, the Supplier will fail and not proceed in the competition, unless the criteria in item 9 below apply.
9. Reporting period is more than 12 months from the date of commencement of the procurement, but provides an acceptable explanation why	Where the Supplier meets the requirement, it shall be awarded a pass.
10. Supplier fails to indicate the environmental management measures that the supplier will be able to apply when performing the	Where the Supplier fails to meet the required reporting standard, the Supplier will fail and not proceed in the competition

Section	Assessment
contract	
7.8 Skills and Apprentices In Contracts Above £10m per annum	<p>The Authority reserves the right to exclude a Bidder if they answer “No” to question 7.8(a)</p> <p>The Authority reserves the right to exclude a Bidder if the answer to question 7.8(b) does not provide a satisfactory explanation and/or does not provide details of a suitable process to ensure compliance in their supply chain.</p>
7.9 Not used	
7.10 Not used	
7.11 Tackling Modern Slavery in Supply Chains	<p>The Authority reserves the right to exclude a Supplier if a link to or a copy of the statement is not provided in response to either 7.11(a) or 7.11(b)</p> <p>OR, if 7.11(c) applies,</p> <p>The Authority reserves the right to exclude a Supplier if the alternative information required in 7.11(c) is not provided.</p> <p>The Authority reserves the right to exclude a Supplier if the provided statement does not contain the information requested in 7.11(d) or a satisfactory explanation and/or the assurances as set out in 7.11(d) are not provided.</p>
7.12	<p>The Additional Technical Ability Criteria shall be scored and firstly subject to a minimum score and then further ranked. Only the top five compliant Suppliers shall be invited to Stage Two.</p> <p>Each question is assessed using the scoring table in 18.5 below and given a mark from 1 to 10. A mark of either 1 or 2 is recorded as a fail and that Supplier shall be excluded from the competition. A mark of either 3 or above is recorded as a pass and the Supplier shall be ranked in accordance with its overall weighted score.</p> <p>Each question is weighted using the table in 18.6 below.</p>

Section	Assessment
7.13 Certifications and accreditations	The Authority reserves the right to exclude a Bidder if they answer “No” to questions 7.13(a), 7.13(b) or 7.13(c)

18. ASSESSMENT OF SQ RESPONSES AND CRITERIA

- 18.1 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Supplier’s SQ Response during the assessment where the Authority determines that there are ambiguities in any part of the SQ Response. Any failure or refusal by the Authority to seek such clarification shall not be deemed to imply the Authority’s satisfaction with the response on that issue. Suppliers are requested to respond to such requests promptly in accordance with the timeline identified by the Authority. Vague or ambiguous answers are likely to score poorly or render the SQ Response non-compliant.
- 18.2 The Authority will check each SQ Response initially for compliance with all requirements of the SQ. Suppliers must complete and return all items detailed in the SQ Response and failure to do so may result in exclusion from further participation at the Authority’s discretion, in which case the Supplier and its SQ Response will not be considered or assessed any further.
- 18.3 Where a Supplier has failed any of the pass/fail questions set out above, they shall be excluded from the Procurement Process, in which case the Supplier and its SQ Response will not be considered or evaluated any further..
- 18.4 The SQ Responses of those Suppliers who have passed all pass/fail questions shall then be ranked in accordance with their scores for the scored questions. The highest scoring five Suppliers shall be invited to the next stage.
- 18.5 The technical scores shall be awarded based upon the following methodology:

Banding	Mark	Description	Pass/Fail
Major Concerns	0	A score of 0 will be applied if: a) the response fails to answer the Question; and/or b) does not provide the minimum of one relevant example specified in sub-criteria iv; and/or c) the client contact named has	Fail

		questioned all of the details of the examples provided for them.	
Low	1	<p>A low score will be applied if:</p> <ul style="list-style-type: none"> a) the response answers the Question only in part and fails to address most of the sub-criteria; and/or b) the response provided is not relevant to the Question and does not demonstrate how the Supplier's skills and/or experience are transferable to this Contract; and/or d) the client contact named has questioned much of the details of the examples provided for them. <p>Overall the response provides the Authority with a low level of confidence in the Supplier's professional and technical ability.</p>	Fail
Moderate	3	<p>A moderate score will be applied if:</p> <ul style="list-style-type: none"> a) the response answers the Question, but fails to address one or more of the sub-criteria; and/or b) the response provided is somewhat relevant to the Question and provides information about the Supplier's skills and experience, however it does not demonstrate how it is transferable to this Contract; and/or d) the client contact named has questioned some of the details of the examples provided for them. <p>Overall the response provides the Authority with a moderate level of confidence in the Supplier's professional and technical ability.</p>	Pass
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 sub-criteria, but with some minor gaps; and b) the response provided is relevant to the Question, provides detailed information about the Supplier's skills and experience and demonstrates how it is transferable 	Pass

		<p>to this Contract; and</p> <p>d) the client contact named has not questioned the details of the examples provided for them.</p> <p>Overall the response provides the Authority with a good level of confidence in the Supplier's professional and technical ability.</p>	
Very Good	9	<p>A very good score will be applied if:</p> <p>a) the response answers the Question and addresses all the sub-criteria; and</p> <p>b) the response, detailed from at least two (2) or more examples; and</p> <p>c) is comprehensive and highly relevant to the Question, and provides detailed information about the Supplier's skills and experiences and demonstrates how it is transferable to this Contract; and</p> <p>d) the client contact named has not questioned the details of the examples provided for them.</p> <p>Overall the response provides the Authority with a very good level of confidence in the Supplier's professional and technical ability.</p>	Pass
Excellent	10	<p>An excellent score will be applied if:</p> <p>a) All of the sub-criteria for Very Good are met, and</p> <p>b) the client contact named has not questioned the details of the examples provided for them. The response also demonstrates that additional value was delivered beyond the client's requirements</p> <p>Overall the response provides the Authority with an Excellent level of confidence in the Supplier's professional and technical ability.</p>	Pass

18.6 The additional questions contained within Question 7.12 are weighted as

follows:

Question Number	Weighting
7.12a	40%
7.12b	30%
7.12c	30%

19. STAGE TWO – TENDER SUBMISSION AND EVALUATION CRITERIA

- 19.1 Suppliers successful at Stage One will be invited to participate in Stage Two and, as part of the tendering process, will be required to submit a Quality Submission, a Social Value Submission and a Price Submission. Further details and instructions will be set out in the ITT, however the table immediately below provides an indication of the evaluation criteria which shall be applied to the tender evaluation.

Criteria	Sub-criteria	Sub-criteria Weighting
Quality 70%	Developing the programme of change	TBC
	What we want to test: how bidders will design a programme of change that is linked to and built from our vision. Bidders will need to demonstrate they have the skills to design and implement change initiatives. We want to understand how they would approach this, and work with National Highways to deliver.	
	Ensuring delivery and embedment and sustain benefits	
	What we want to test: how bidders will identify, baseline, monitor and measure clearly defined benefit, including financial benefit and ensure that that benefit is sustained and embedded within the organisation. We will be particularly interested to understand how bidders would work with National Highways to deliver, embed and sustain benefits.	
	Driving delivery of outcomes through the programme	
	What we want to test: how bidders will design a programme of change that is sustainable and will have the required impact. This will	

	focus on sequencing of, and dependencies between themes, and projects and the development of a sustainable benefits profile for the programme, including underpinning logic and assumptions,	
	<p>Building organisational change capability</p> <p>What we want to test: how bidders will develop an understanding of and baseline of existing organisational change capability and how they will increase it. We would be looking to see approach to describing, defining and agreeing change capability aspirations, a clear alignment to the organisations purpose, objectives and imperatives, and detail around what approaches would be used to secure buy in for change and building capability.</p>	
	<p>Mobilising ready to deliver for RIS3</p> <p>What we want to test: how bidders will use the time between contract start and commencement of Roads Period 3 to mobilise and maximise effectiveness in the early phases of the programme to deliver effectively. We're particularly interested to hear about key activities in early phases, including planning and approach, diagnostic and analysis work, success measures and identification or risks and opportunities.</p>	
	<p>Personnel, team structure & CVs</p> <p>What we want to test: how bidders will ensure we build the right team via the right person for the right project. Evidenced via previous experience and the training and support provided. We want personal who can meet the requirements and will be able to work collaboratively with NH to have the necessary impact.</p>	
Social Value 10%	Tested against Social Value themes MAC 3.1 and MAC 3.3 in Procurement Policy Note (PPN) 06/20	
Price 20%	Provision of a rate card for identified roles broken down into staff salary, expenses, office overhead and fee. Assessed by multiplying offered rates against sample hours to produce a price for assessment. The price score will be	

	calculated in relation to the lowest assessment price.	
	TOTAL	100%

- 19.2 Tenderers will be asked to complete a commercial workbook by providing pricing information (rates and fee) for an indicative Task Order. This will produce a total price.

20. STAGE THREE - EVALUATION

- 20.1 The first part of the evaluation process will be compliance checks. The Authority reserves the right to reject any Tenders from the evaluation process if they are not compliant with mandatory requirements or conditions.
- 20.2 Quality Submissions, the Social Value Submission and the Price Submission will be separately evaluated with the overall split of 70% for Quality, 10% for Social Value and 20% for Price.
- 20.3 Quality points will be allocated to the Quality Submission areas and Social Value Submission and scored against a scoring methodology. Detailed criteria, scoring methodology and weightings will be provided in the ITT documentation.
- 20.4 The Authority reserves the right to hold clarification interviews to clarify a response to a Quality Submission. Where a clarification interview fails to clarify a response the score for the Quality Question will be reduced.
- 20.5 The Price evaluation will reflect all elements of the Price Submission and full details will be provided within the ITT.
- 20.6 The moderated Quality score and the Social Value Score will then be combined with the Price score, to determine the MEAT (most economically advantageous tender) score.

21. STAGE FOUR – CONTRACT AWARD

- 20.7 Contract award will be subject to the formal approval process of the Authority. This will include the provision and validation of all evidence requested as part of the Selection Questionnaire and SQ Response. Until all necessary approvals are obtained and the standstill period completed, no Contract will be entered into. The Contract will form when the Contract is signed by both parties.
- 20.8 Once the Authority has reached a decision in respect of a Contract award it will notify all Tenderers of that decision and provide for a standstill period in accordance with the Regulations before entering into any Contract.

