

London Borough of Barnet

Brent Cross West Station Detailed Design and
Construction (GRIP 5-8)

Invitation to Tender

Contract ref 701864

Issue 01



Abbreviations

AR	Argent Related
BXC	Brent Cross Cricklewood
BXS	Brent Cross South
BXS LP	A joint venture between AR and LBB responsible for BXS
BXT	Brent Cross Thameslink
BXW	Brent Cross West
CDM	Construction Design Management Regulations 2015
CPN	Competitive Procedure with Negotiation
CSM	Common Safety Method
EIR	Environmental Information Regulations
GRIP	Governance Railway Infrastructure Projects
HSE	Health and Safety Executive
ITT	Invitation to Tender
LBB	London Borough of Barnet, "The Council"
MEP	Mechanical, Electrical and Plumbing
MEAT	Most Economically Advantageous Tender
MOI	Memorandum of Information
NEC3 ECC	New Engineering Contract, 3 rd Edition, Engineering and Construction Contract
NR	Network Rail
OJEU	Official Journal of the European Union
OLE	Overhead Line Equipment
PCR	Public Contract Regulations
PPS	Possession Planning System
SME	Small and Medium-Sized Enterprises
SQ	Selection Questionnaire
TOC	Train Operating Company

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1. Background and Purpose of this Document

1.1 Background

- 1.1.1 The BXC regeneration programme is LBB's most significant growth and regeneration programme, identified in the London Plan as a key opportunity area with the potential to become a new and much needed economic centre for the capital, capable of supporting regional housing, shopping, employment, living and leisure.
- 1.1.2 The comprehensive regeneration programme is dependent on the delivery of the new Brent Cross West station (BXW) as part of the wider Brent Cross Thameslink (BXT) programme which is critical to delivery of the BXC regeneration programme. The station is due to open in May 2022 with eight trains per hour and will see two million journeys in the first year, rising to five million on completion of the BXC development in 2031.
- 1.1.3 To deliver the Brent Cross West (BXW) project, the Council is seeking a partner with:
- Extensive experience of design, build and handover into operational use of multidisciplinary railway infrastructure projects;
 - A track record of successful delivery to the public sector, working in partnership with Network Rail and other parties;
 - Commitment to provide social value by supporting the local community and economy

1.2 Purpose of this Document

- 1.2.1 Following the selection questionnaire for the Brent Cross West (BXW) Station Detailed Design and Construction submitted by your organisation on the 4th March 2019 and subsequently evaluated by LBB, your organisation was notified that you would be invited to submit a tender for the delivery of the Brent Cross West Station (BXW) Detailed Design, Construction, Testing, Commissioning and Handover (GRIP stages 5-8). The ITT has been released to shortlisted Suppliers from LBB's procurement portal www.barnetsourcing.co.uk.
- 1.2.2 This ITT document is provided to ensure invited Suppliers fully understand the requirements of the process for this procurement process.
- 1.2.3 This ITT has been developed to set out the key steps in this procurement to achieve the selection of a Supplier as per OJEU Notice 2018/S 207-471593 (Corrigendum Notice 2019/S 030-066280).
- 1.2.4 This document provides the relevant information in respect of and outlines the procedure regarding this procurement exercise, and in particular:
 - 1.2.4.1 Summarises the background and nature of this procurement exercise; including information on LBB's approach to the Competitive Procedure with Negotiation (CPN) process.
 - 1.2.4.2 Provides guidance in relation to the content of this Invitation to Tender documentation.
 - 1.2.4.3 Sets out the deliverables required from Suppliers for the Tender responses.
 - 1.2.4.4 Sets out the Council's Requirements (see Section 2).
 - 1.2.4.5 Sets out the evaluation criteria that LBB will use to assess Suppliers' Tender responses.
- 1.2.5 This procurement process is to be conducted as a CPN process under the Public Contract Regulations (PCR) 2015.
- 1.2.6 The contract shall be awarded on the sole basis of the most economically advantageous tender (MEAT) in accordance with Regulation 67 of the PCR 2015.
- 1.2.7 At the conclusion of this procurement process, the successful Supplier will be required to enter into the Contract.

- 1.2.8 All Tender submission documents must be correctly completed and uploaded to Viewpoint Data Room and LBB's portal www.barnetsourcing.co.uk, no later than 12.00 noon Friday 24 May 2019. The documents to be submitted are defined in the tender submission checklist, the full set of which must be uploaded to Viewpoint. In addition to this, Suppliers are required to upload both on Viewpoint and LBB's procurement portal www.barnetsourcing.co.uk, an executive summary statement (limited to two sides of A4) for the submission together with a tender submission checklist to verify that all required documents have been submitted. The legal compliance forms defined in section 3.12.6.6 should also be uploaded to LBB's portal.
- 1.2.9 LBB is utilising Viewpoint for ITT tender submissions due to document size and data room capability of Viewpoint. All clarifications must be raised through LBB's procurement portal www.barnetsourcing.co.uk
- 1.2.10 LBB reserves the right to terminate the process and when appropriate, re-advertise the requirement for the services in the event that an insufficient number of affordable, compliant and acceptable Tender submissions are received to ensure best value and/or genuine competition.
- 1.2.11 Each Supplier's returned Tender must be supplied in the format stated. LBB reserves the right to disqualify a non-compliant submission format.

2. Council's Requirements

The "Council's Requirements" as referred to throughout the evaluation criteria are summarised in this section 2. These comprise the following overarching objectives (Section A) together with the more detailed (section B) requirements:

2.1 Section A

- 2.1.1 Delivering a new railway station on the Midland Main Line by May 2022. This would include taking responsibility for the GRIP 4 design, completing the Detail Design, Construction and Handover (GRIP 5 to 8) of the new BXW Station in accordance with the Works Information and Site Information;
- 2.1.2 Ensuring that in the process of delivering this project, robust procedures are in place to ensure there is no harm caused to any assets or persons;
- 2.1.3 Adhering to all planning and environmental conditions set out within the Works Information and pre-commencement conditions, minimising any adverse impact on the local community, businesses and adjoining and interfacing projects;
- 2.1.4 Recognising that this project forms part of the Council's wider regeneration programme, which is dependent on the delivery of this project and that there are a number of key stakeholders including but not limited to the development partner for the Brent Cross South Development, local residents and a number of interfaces which must be managed.
- 2.1.5 Upholding the Council's vision and values at all times, putting its community first. Further detail included in Barnet 2024 plan that can be accessed via the hyperlink below:

https://www.barnet.gov.uk/sites/default/files/corporate_plan_-_barnet_2024.pdf

2.2 Section B

The requirements which are contained within:

- 2.2.1 The Tender documentation (This instruction document and attached appendices, The Invitation to Tender letter and the Pricing Document Template) (accessible on both Barnet procurement portal and Viewpoint)
- 2.2.2 The draft NEC3 ECC Contract – Option C with Z-clauses and X-clauses (the "Contract") (accessible on Viewpoint)
- 2.2.3 The Works Information Pack (accessible on Viewpoint)
- 2.2.4 The Pre-Construction Information Pack (accessible on Viewpoint)
- 2.2.5 The Site Information Pack (accessible on Viewpoint)
- 2.2.6 Network Rail Standards as referred to within the appropriate sections of the documentation supplied

3. Instructions to Suppliers

- 3.1.1 You are hereby invited to submit a Tender Submission response for the delivery of Detailed Design, Construction, Testing, Commissioning and Handover (GRIP 5-8) of the new BXW Station.

3.2 Indicative Timetable for BXT Station Procurement

- 3.2.1 This procurement exercise will be undertaken in accordance with the following indicative timetable. LBB reserves the right to amend the timetable at any time during the procurement exercise and, if it does so, will notify all Suppliers of any amendments to the timetable through the e-tendering portal. LBB reserves the right to amend the length of the negotiation stage and, if necessary, commence this sooner.

Milestone	Dates
Publication of Invitation to Initial Tender (ITT)	Thu 4 April 2019
Supplier Deadline to Submit Initial Tender Clarifications	Tue 23 April 2019 12 Noon
Initial Tender Clarifications - LBB Response to supplier questions	Fri 10 May 2019
Supplier Initial Tender Submission - Deadline	Fri 24 May 2019 12 Noon
Initial Tender Review/Evaluation Stage	Tue 28 May – Mon 24 Jun 2019
Negotiation Meetings Period. (Suppliers to keep dates available for the period)	Tue 25 Jun – Fri 19 Jul 2019
Invitation to Submit Final Tenders Negotiations end (subject to confirmation)	Wed 24 July 2019
Supplier Final Tender Submission	Mon 5 August 2019 12 Noon
Final Tender Evaluation Period	Tue 6 Aug – Mon 26 Aug 2019
ARG Approval for Contract Award (Reserved Supplier recommendation to be included if applicable)	Mon 16 Sep 2019
Standstill Period	Tue 17 Sep – Mon 30 Sep 2019
Standstill Period end	Tuesday 1 October 2019
Contract Sealing and Completion	Monday 14 October 2019

3.3 General information

- 3.3.1 If any of the Tender documents contain references to standards, procedures, bye-laws, other standard documents issued by LBB, NR and any other applicable standards, Suppliers are responsible for obtaining and complying with the requirements of these documents, and any difficulties should be raised as a tender clarification request via LBB's e-tendering portal www.barnetsourcing.co.uk
- 3.3.2 Each Supplier's electronic copy of its tender must be submitted to LBB's data room portal (Viewpoint) with full submissions uploaded no later than the time and date as outlined above or such later date as LBB notifies. Should technical difficulties be experienced with the portal please contact Viewpoint directly for assistance and notify procurement@barnet.gov.uk
- 3.3.3 In compiling their Tenders, Suppliers shall be deemed to have read, understood and made appropriate allowance for all information included within the supplied tender documentation (including all Appendices and attachments) as well as the OJEU notice for this tender process.

3.4 Governing Law

- 3.4.1 All negotiations will be conducted, and all documents and Tender submissions will be prepared, in the English language. The negotiations and all subsequent contracts negotiated will be subject to English law and the exclusive jurisdiction of the English courts.

3.5 The Negotiation Process

- 3.5.1 By way of clarification on the shortlisting procedure set out in the Selection Questionnaire, on receipt of the initial Tenders in response to this ITT (the "Initial Tenders") LBB will evaluate these and will select one of the routes defined below, to proceed with:
- 3.5.1.1 Proceed with all three suppliers to the negotiation phase, in which case the negotiation phase may start sooner (by up to 2 weeks) than programmed and Suppliers should allow for this.
 - 3.5.1.2 Select two Suppliers to proceed to the negotiation phase (at which point the unsuccessful Supplier will be notified in writing and feedback given); or
 - 3.5.1.3 Award the contract to a single preferred Supplier at this stage without the need for further negotiation (at which point the unsuccessful Suppliers will be notified in writing and feedback given); or
- 3.5.2 During the negotiation phase LBB and the Suppliers will meet on a one to one basis to discuss, clarify and improve the initial tender. Following the completion of the negotiation process, Suppliers are then given a period of time to submit their final tenders which will then be evaluated to determine and select a single preferred Supplier.
- 3.5.3 LBB reserves the right to invite the second placed Supplier to be a reserve supplier (and subsequently to award the contract to that reserve Supplier), should it prove not to be possible to complete contracts with the preferred Supplier. There will however be no obligation on the second placed Supplier to accept such an invitation, nor an obligation on LBB to make one.
- 3.5.4 The following table provides an indicative negotiation schedule for how the negotiations might proceed. These are indicative and LBB reserves the right to change this schedule to suit the negotiation plans. Suppliers will be notified in advance, accordingly.

Indicative Negotiation Schedule for BXT Station Procurement

Negotiation Schedule	25-Jun	26-Jun	27-Jun	28-Jun	29-Jun	30-Jun	01-Jul	02-Jul	03-Jul	04-Jul	05-Jul	06-Jul	07-Jul	08-Jul	09-Jul	10-Jul	11-Jul	12-Jul	13-Jul	14-Jul	15-Jul	16-Jul	17-Jul	18-Jul
09:00 - 10:00	PREPARE	PREPARE	PREPARE					PREPARE	PREPARE	PREPARE					PREPARE	PREPARE	PREPARE					PREPARE	PREPARE	PREPARE
10:00 - 11:00	Supplier 1	Supplier 3	Supplier 2					Supplier 1	Supplier 3	Supplier 2					Supplier 1	Supplier 3	Supplier 2					Supplier 1	Supplier 3	Supplier 2
11:00 - 12:00	Supplier 1	Supplier 3	Supplier 2					Supplier 1	Supplier 3	Supplier 2					Supplier 1	Supplier 3	Supplier 2					Supplier 1	Supplier 3	Supplier 2
12:00 - 13:00	Lunch	Lunch	Lunch					Lunch	Lunch	Lunch					Lunch	Lunch	Lunch					Lunch	Lunch	Lunch
13:00 - 14:00	Supplier 2	Supplier 1	Supplier 3					Supplier 2	Supplier 1	Supplier 3					Supplier 2	Supplier 1	Supplier 3					Supplier 2	Supplier 1	Supplier 3
14:00 - 15:00	Supplier 2	Supplier 1	Supplier 3					Supplier 2	Supplier 1	Supplier 3					Supplier 2	Supplier 1	Supplier 3					Supplier 2	Supplier 1	Supplier 3
15:00 - 16:00	WRAPUP	WRAPUP	WRAPUP					WRAPUP	WRAPUP	WRAPUP					WRAPUP	WRAPUP	WRAPUP					WRAPUP	WRAPUP	WRAPUP

3.6 Contract Award

- 3.6.1 The successful Supplier will be required to enter into a contract on the terms contained in its submission (subject to any agreed changes – see Appendix E).

3.7 Abnormally Low Tenders

- 3.7.1 A Tender submission price is considered abnormally low if, because of its favourable terms, it raises a suspicion that the Supplier will not be able to perform according to the terms offered. Any Tender that is considered to be priced abnormally low will be scrutinised by the LBB procurement team. This includes ensuring that this is not as a result of a failure to understand the requirements of the Contract or the Tender documentation. LBB may, at its discretion, reject any Tender that it considers to be abnormally low after following the process in Regulation 69 of the PCR 2015.

3.8 LBB Reserves the Right

- 3.8.1 LBB reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Supplier after the submission of responses.

- 3.8.2 LBB reserves the right at any time:

- 3.8.2.1 to require a Supplier and/or its consortium members to clarify their Tender in writing and/or provide additional information (failure to respond adequately may result in a Supplier not being successful);
- 3.8.2.2 not to consider Tenders other than those specified;
- 3.8.2.3 to issue amendments or modifications to the ITT;

- 3.8.3 LBB reserves the right, at its discretion to reject any bid where its Total Cost to Deliver the Works exceeds the tolerance as defined below:

LBB will calculate the average Total Cost to Deliver the Works (see section 4.7.1) tendered by all Suppliers (the "Average Cost"). A tolerance (the "Tolerance") will be calculated by multiplying the Average Cost by 15%. The Tolerance will be added to the lowest Total Cost to Deliver the Works tendered to give the "Maximum Cost". LBB reserves the right to exclude any Supplier whose tendered Total Cost to Deliver the Works exceeds the Maximum Cost. The example below, demonstrates the workings:

Worked example:

Supplier A Total Cost to Deliver the Works	£5.00m
Supplier B Total Cost to Deliver the Works	£5.50m
Supplier C Total Cost to Deliver the Works	£6.00m
Average Total Cost to Deliver the Works	£5.50m
Tolerance	£0.825m
Maximum Price	£5.825m
In this scenario LBB reserve the right to exclude Supplier C	

3.9 Tender Costs

- 3.9.1 LBB will not be liable to any person for any costs whatsoever incurred in the preparation of their Tender submissions.

3.10 Tender Stage Instructions

- 3.10.1 Suppliers must carefully check the documentation to ensure that they have all the required information. Should any part be found to be missing or unclear, this must be raised as a clarification request via messaging on LBB's e-portal system (Barnet sourcing) as soon as is reasonably practicable. No liability will be accepted by LBB for any omissions or errors in the documentation.

- 3.10.2 Suppliers shall take no advantage of any apparent errors or omissions or inconsistency in the documentation supplied. In the event of the discovery of any such errors or omissions or inconsistencies, they will make LBB aware immediately.

In the event of inconsistency, the order of precedence of the documentation supplied is:

- 3.10.2.1 the Contract;
- 3.10.2.2 Contract data (as defined in the Contract);
- 3.10.2.3 Works Information;
- 3.10.2.4 Site Information;
- 3.10.2.5 This ITT.

- 3.10.3 Tender submissions must be in English.
- 3.10.4 All financial information must be priced in pounds sterling.
- 3.10.5 All questions must be answered and where written submission is required, Suppliers shall use font style Arial and point size 11.
- 3.10.6 Suppliers are responsible for the accuracy of their submissions.
- 3.10.7 Suppliers are responsible for identifying, planning and pricing everything necessary to deliver the Council's requirements.

- 3.10.8 Suppliers must not alter the Tender documents and must submit a response that is fully compliant with the Tender submission documentation and these instructions. LBB reserves the right to reject any responses which do not comply with any stage of this process.
- 3.10.9 Suppliers are advised to read Tender stage instructions thoroughly as failure to complete the response documents exactly as prescribed means submissions may not upload correctly to Viewpoint and, if so, will not be evaluated.
- 3.10.10 Suppliers are to ensure that response submissions contain all the information requested. No additional material over and above that requested should be included as it cannot be evaluated.
- 3.10.11 Any defined terms shall unless stated have the meaning given in the NEC 3 ECC terms and conditions. They are deemed to be familiar with all the terms, abbreviations and acronyms utilised throughout the tender documentation.
- 3.10.12 Tender submissions are prepared and submitted at each Supplier's own risk. Although this is a bona fide Tender process, LBB may reject any or all submissions and provide no guarantee that any subsequent negotiation process will be undertaken, or contract be awarded. LBB will not reimburse any costs incurred during this process or any subsequent discussions or negotiations, howsoever arising.
- 3.10.13 LBB requires a single channel of communication for responses that is coherent, co-ordinated and consistent. If Suppliers are submitting as a group of economic operators (such as a consortium), they will need to ensure that their responses adhere to the requirements set out by the Cabinet Office Guidance on Consortia and bids by groups of economic partners.
- 3.10.14 If Suppliers are submitting as a consortium, throughout their response they must ensure that responses are structured such that it is clear how each answer relates to the consortium as a whole and, where relevant, to each of the consortium members. Consortium members are not considered as subconsultants.
- 3.10.15 If it is found necessary to amend the submission documents prior to the date for return of the Tender submission, Suppliers will be notified via LBB's e-tendering portal. Any such amendment shall not amend the deadline for the Tender submission return unless LBB notifies otherwise.
- 3.10.16 Suppliers are required at any time during the Tender process to inform LBB of any changes to circumstances which impact on their Tender submission or suitability to tender. Suppliers will be rejected from the procurement process where they subsequently fail a selection criterion that they originally passed at Selection Questionnaire stage.

- 3.10.17 Failure to disclose all material information (facts that LBB regard as likely to affect the evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. Suppliers must provide all information requested and not assume that LBB has prior knowledge of any of this information. Suppliers must answer each question in full and must not-cross refer to answers to other questions. LBB reserves the right not to evaluate answers given by way of cross-reference.
- 3.10.18 LBB actively seeks to avoid conflicts of interest and reserves the right to reject Suppliers as ineligible where LBB perceives an actual or potential conflict of interest. Suppliers must advise all potential conflicts of interest as a clarification request via LBB's e-tendering portal prior to the submission of the Supplier's Tender. LBB will then confirm as soon as it can if it considers these significant enough to exclude the Supplier from the procurement process.

3.11 Tender Clarifications

- 3.11.1 If there is any doubt about the meaning of the Tender documents, LBB's requirements or any other matter, Suppliers should submit a Tender clarification request via LBB's procurement portal www.barnetsourcing.co.uk messaging facility. The final date for submitting clarification requests is 12 noon Tuesday 23 April 2019.
- 3.11.2 Tender clarification requests must only be submitted via LBB's procurement e-portal www.barnetsourcing.co.uk. They must not be made raised on Viewpoint or directly to any LBB staff or Re/Capita staff.
- 3.11.3 All relevant clarification requests and responses will be circulated to all Suppliers.

3.12 Tender Submission

- 3.12.1 All Tender submission documentation is to be uploaded on LBB's data room system (Viewpoint).
- 3.12.2 All Tender submission documents must be correctly completed and all submissions must be received by LBB, no later than **12 noon Friday 24 May 2019**. All documents are to be uploaded as per the correct procedures. LBB reserves the right not to accept any responses received after that time unless LBB has granted an extension to the Tender submission period to all Suppliers. Please ensure all documents follow the precise format prescribed in this document.
- 3.12.3 LBB reserves the right to change the return date for Tender submissions. If an extension to the Tender submission period is granted, all Suppliers will be notified via LBB's e-tendering portal.
- 3.12.4 If Suppliers are given the opportunity to resubmit their Tender following the grant of an extension of time (after they have already submitted), they must clearly mark the revised offer as such, and date it. They should also provide a statement that it supersedes any previous unopened response.
- 3.12.5 Electronic copies of the Tender submission must be in PDF format. Any scanned documents must be in PDF format.
- 3.12.6 The following documents constitute a Supplier's Tender submission. Suppliers will have to submit all the following:
 - 3.12.6.1 A letter response to LBB on receipt of this Invitation to Tender confirming the intention to submit a Tender bid.
 - 3.12.6.2 Statements in response to specifically phrased technical questions in appendix A of this document.
 - 3.12.6.3 Confirmation that the draft Contract is fully accepted or otherwise by submitting the Legal statement (Appendix E).
 - 3.12.6.4 A completed, signed and returned Contract Data Part 2.

- 3.12.6.5 The Supplier's completed pricing document as per the pricing instructions, which identifies the tender bid price and Contractor fee percentages.
- 3.12.6.6 A signed and submitted Form of Undertaking (Appendix B), Non-collusion certificate (Appendix C), Non-canvassing certificate (Appendix D) and Form of Tender (Appendix F).
- 3.12.7 The Supplier shall complete its technical submission in line with the format provided in Appendix A of this ITT document.

3.13 Confidentiality, Records & Transparency

- 3.13.1 LBB requests provision of a Confidentiality Agreement, and you are required to sign and return this agreement via www.barnetsourcing.co.uk to enable access to the data room and the additional confidential documents stored therein. Confidentiality Agreement will be released with Invitation to Tender letter and ITT documents with deadline for return to enable access to Viewpoint
- 3.13.2 Suppliers must keep confidential and not disclose to any third party, save for the purpose of bidding as a Consortium, (without our prior written consent), this tender process, its associated documents and any information supplied by us to you and shall use the information only for the purpose of preparing and submitting your Tender response. Suppliers shall not disclose, copy, reproduce, distribute, or pass it to any other person at any time except for the purpose of enabling a response to be made; all such persons shall have given an undertaking at the time of receipt to keep such information confidential. You must also ensure that all your subconsultants, employees and agents comply with these requirements. You shall also treat details of your submission as confidential. You shall not disclose, other than to the person calling for the Tender (and in accordance with these instructions) the contents of your submission.
- 3.13.3 Suppliers must not, either alone or jointly with others, publish any material relating to LBB, this Tender or the works without our prior written consent.
- 3.13.4 Suppliers must not, either alone or jointly with others, make any media announcements in connection with this Tender, the works, or any dispute arising under or in connection with this ITT document.
- 3.13.5 Sections 3.13.2, 3.13.3 and 3.13.4 do not apply:
 - a. To any information which is already in the public domain at the time of its disclosure other than by breach of these instructions or the Selection Questionnaire; or
 - b. To any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities, or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

3.13.6 Suppliers must note the requirement for records set out in the Tender documentation and ensure that they retain all relevant material produced as part of this process.

3.14 Freedom of Information Act 2000 and Environmental Information Regulations 2004

3.14.1 LBB is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by LBB in response to a request under either the Act or the EIR (a "Request").

3.14.2 In making any submission during this procurement process, each Supplier acknowledges and accepts that information contained therein may be disclosed by LBB under the Act or EIR without consulting the Supplier, although LBB will endeavour to consult with the Supplier and consider its views before doing so.

3.14.3 If Suppliers consider that any information made available to LBB is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to LBB is marked commercially sensitive, LBB shall be entitled (acting in its sole discretion) to disclose it pursuant to a request. Please also note that information marked "confidential" or equivalent by Suppliers does not bind LBB to any duty of confidence by virtue of that marking.

3.14.4 Exemptions to disclosure pursuant to a Request do exist and LBB reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Suppliers pursuant to any Request. If you are unsure as to LBB's obligations under the Act or EIR regarding the disclosure of sensitive information, please seek independent legal advice.

3.15 Conflict of interest

3.15.1 LBB requires all actual or potential conflicts of interest to be declared and resolved to LBB's satisfaction prior to the delivery of the Initial Tender. If any conflict of interest or potential conflict of interest between a Supplier, its advisers, LBB's advisers or any combination thereof becomes apparent to that Supplier, it shall inform LBB immediately. In such circumstances, LBB shall, at its absolute discretion, decide on the appropriate course of action. Failure to declare such conflicts (including new conflicts which may arise during the procurement process) and/or failure to address such conflicts to the reasonable satisfaction of LBB, could result in a Supplier being disqualified at the sole discretion of LBB

3.16 Canvassing and Non-Collusion

- 3.16.1 LBB reserves the right to disqualify (without prejudice to any other civil remedies available to LBB and without prejudice to any criminal liability which such conduct by a Supplier or Consortium Member (as the case maybe) may attract) any Supplier or Consortium Member who (or its directors or any other person who has powers of representation, decision or control of the Supplier or Consortium Member), in connection with this tender:
- 3.16.1.1 Offers any inducement, fee or reward to any member or officer of LBB or any person acting as an adviser for LBB in connection with this tender;
 - 3.16.1.2 Does anything which would constitute the offence of within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
 - 3.16.1.3 Does anything which would constitute the offence of bribery, where the offence relates to active corruption;
 - 3.16.1.4 Does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
 - 3.16.1.5 Canvasses any member or officer of LBB or any person acting as an adviser for LBB in connection with this tender;
 - 3.16.1.6 Contacts any officer of LBB prior to financial close about any aspect of the tender documents, Tenders or procurement process in a manner not permitted (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Supplier of such officer);
 - 3.16.1.7 Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Supplier or Consortium Member of any other Supplier (other than its own Consortium Members or supply chain);
 - 3.16.1.8 Enters into any agreement or arrangement with any other Supplier (or Consortium Member of any other Supplier) to the effect that it shall refrain from making a Tender or as to the amount of any Tender to be submitted;
 - 3.16.1.9 Causes or induces any person to enter such agreement to inform the Supplier (or a Consortium Member of the Supplier) of the amount or approximate amount of any rival Tender;
- 3.16.2 Canvasses any person connected with this tender who is not one of its own Consortium Members or one of its own team;

- 3.16.2.1 Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender (or proposed Tender) any act or omission;
- 3.16.2.2 Communicates to any person other than LBB the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender);
- 3.16.2.3 Enters into any agreement with any other Supplier (or a Consortium Member of any other Supplier) aimed at distorting the outcome of the competition;
- 3.16.2.4 Undertakes to unduly influence the decision-making process of LBB; or
- 3.16.2.5 Undertakes to obtain confidential information that could confer upon an undue advantage in the award of the contract.
- 3.16.2.6 Suppliers will be required to complete and submit certificates of non-collusion (Appendix C of this documents) and non-canvassing (Appendix D of this document) at Initial Tender submission stage and also the Final Tender submission stage.

3.17 Intellectual Property Rights

- 3.17.1 The tender documents may not be reproduced, copied or stored in any medium without the prior written consent of LBB except in relation to the preparation of the Tender.
- 3.17.2 All documentation supplied by LBB in relation to this tender (and all Procurement Documents) is and shall remain the property of LBB and must be returned on demand, without any copies being retained. Suppliers are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce the Tender submission.

3.18 Publicity

- 3.18.1 Suppliers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after financial close, any publicity activity with any section of the media in relation to the Project other than with the prior written agreement of LBB. Such agreement shall extend to the content of any publicity. "Media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

3.19 Accuracy of Information

- 3.19.1 In submitting a Tender, the Supplier undertakes that:
 - 3.19.1.1 All information contained in any response at any time provided to LBB in relation is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions; and
 - 3.19.1.2 Any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of LBB immediately.

3.20 Changes in Circumstances

- 3.20.1 Each Supplier (including, for this purpose, each Supplier in any consortium arrangement) is required to inform LBB promptly and in any case no later than fourteen (14) days, after the occurrence of:
 - 3.20.1.1 Any change to its corporate structure from that set out in its response to the Tender submission. This includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares, and any material amendments to a shareholders' agreement, articles of association or similar constitutional documents;
 - 3.20.1.2 Any changes to any other information provided to LBB as part of the Tender process; or

- 3.20.1.3 Any other change to its circumstances of the Supplier, or the basis of submission of the response to the Selection Questionnaire or to the Tender, which may be expected to influence LBB's decision on its suitability for selecting the Most Economically Advantageous Tender.
- 3.20.2 LBB reserves the right to approve (subject to conditions) or reject the changes referred to above. A rejection of the changes may result in the Supplier being excluded from further participation in the procurement process. LBB reserves the right and may in certain cases be required under the procurement rules, to disqualify any Supplier that has been shortlisted to ITT where the composition of the Supplier's Consortium has changed after the submission of their Selection Questionnaire.
- 3.21 Disclaimer**
- 3.21.1 Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by LBB or any of its advisers to any Supplier.
- 3.21.2 Information provided does not purport to be comprehensive or verified by LBB or its advisers. Neither LBB nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the Selection Questionnaire documents or Invitation to Tender documents.
- 3.21.3 No representation or warranty, express or implied, is or will be given by LBB or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the Tender documentation, or in any subsequent communications.
- 3.21.4 Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this tender shall exclude or restrict liability for fraudulent misrepresentations.
- 3.21.5 No information in this document is, or should be relied upon as, an undertaking or representation as to LBB's ultimate decision in relation to undertaking the works.
- 3.21.6 LBB reserves the right without prior notice to change the procurement process or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. LBB reserves the right to issue circulars to Suppliers providing further information or supplementing and/or amending the procurement process for this tender.
- 3.21.7 In no circumstances shall LBB incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK and EU procurement rules and EU Treaty rules and general principles.

- 3.21.8 Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of LBB and any of its subsidiaries by any person concerning the Contract or any related procurement process and any attempt to procure information from any of the foregoing concerning the Contract may result in the disqualification of the person and/or the relevant organisation from consideration for the Contract.
- 3.21.9 LBB reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding an Agreement at any time.

4. Tender Evaluation

4.1 Tender Evaluation Process

- 4.1.1 A rigorous and objective assessment of each tender submission shall be made by the evaluation panel. The assessment of all aspects stated shall be recorded for audit purposes. The Tender stage process will ensure Suppliers are evaluated fairly against the pre-determined evaluation matrix.
- 4.1.2 Upon receipt, the Tender submission will remain unopened until after 12 noon on the day of the Tender Submission Deadline.
- 4.1.3 Each Tender submission will be reviewed prior to evaluation of the Technical and Commercial capacity to ensure its completeness and compliance with the Tender instructions. Incomplete or non-compliant submissions may be rejected prior to evaluation.
- 4.1.4 Only those suppliers that pass the pass/fail questions/compliances will be assessed against the Tender submission questions.
- 4.1.5 All Initial Tender submissions are to be evaluated by a panel of LBB representatives, made up of LBB staff and authorised representatives. A minimum of two evaluators will mark each tender evaluation question. Once all Tender submissions are individually evaluated, a moderation meeting will be held to ensure fair and consistent marking across the Tender submissions. As a result, scores may be adjusted and finalised at the meeting.
- 4.1.6 The submission will enable LBB to form a clear view of the Supplier's technical capability and commercial proposal. The responses in respect of each question must therefore be clear and concise. No reliance will be placed on information given to LBB previously or provided elsewhere in the tender documents.
- 4.1.7 During our evaluation of the tender submissions, Suppliers may be asked to answer clarification questions about their submissions and other matters related to their response. Suppliers must respond to such questions as quickly as possible but, in any event, within 2 working days or, if a deadline is specified, responses must be submitted by that deadline. Failure to respond to any LBB clarification questions, may result in LBB rejecting the Supplier's submission. Any amendments to tender submissions arising from these discussions with them will be considered in the Tender Evaluation.
- 4.1.8 Suppliers are permitted to clarify LBB's requirements in the submission document, and LBB may require clarifying or supplement the information it submits in its tender submission, provided that to do so will not distort competition.
- 4.1.9 Suppliers, both successful and unsuccessful, will have the opportunity to receive feedback regarding their submission if requested.

4.2 Tender Evaluation Criteria

- 4.2.1 The Tender assessment is based on the question responses completed in Appendix A of this document by the Suppliers and the completion of the commercial section for each of Scenario 1 and Scenario 2 (see section 5 below).
- 4.2.2 The evaluation of the Tender submissions received will be carried out by an evaluation panel made up of authorised representatives.
- 4.2.3 The preferred supplier shall be identified on the basis of the most economically advantageous tender (MEAT) in accordance with Regulation 67 of the PCR 2015.
- 4.2.4 Tender submissions must be compliant in order to be considered and scored accordingly.
- 4.2.5 Only compliant tender submissions will be evaluated by the evaluation panel:
 - 4.2.5.1 Pass/fail statements will apply as indicated;
 - 4.2.5.2 Indicated weightings will be applied to scored responses, and only those Tender submissions with no fails will be scored and ranked; and
 - 4.2.5.3 Each Technical submission statement will be scored as indicated in **Table A** and **Table B** below.
- 4.2.6 The breakdown of the Tender scoring is 60% Technical and 40% Commercial which is broken down further in Table A Below.

Table A – Tender Evaluation Matrix

Technical 60%				
	Criteria	Criteria Weight.	Sub-Criteria	Sub-Criteria Weight
1	CDM Requirements	Pass/ Fail	Q1. CDM Requirements	Mandatory See 4.3.1
2	Delivery team	8%	Q2.1 Organisation Structure Chart	3%
			Q2.2 Capable Individuals	3%
			Q2.3 Retention of Skills and Capability	2%
3	Design Assurance	12%	Q3.1 Design Assurance Plan	7%
			Q3.2 Value Engineering	5%
4	Methodology	15%	Q4.1 Construction, Testing and Commissioning	12%
			Q4.2 Handover Strategy	3%
5	Programme For Delivery	10%	Q5.1 Programme	7%
			Q5.2 Possession Planning Management	3%
6	Delivery Risk	5%	Q6.1 Risk Register	3%
			Q6.2 Risk Identification and Mitigation	2%
7	Social Value	3%	Q7 Social Value	3%
8	Stakeholder Mgt & comm.	2%	Q8 Stakeholder and Community	2%
9	HS&E Mgt	5%	Q9.1 Key Occupational Health Risks Areas	2%
			Q9.2 HSE Risk Mitigation	2%
			Q9.3 Workforce Engagement	1%
Commercial 40%				
10	Total Cost to Deliver the Works	35%	Complete in the Pricing document provided	See 4.6
11	Fee percentage	5%	Complete in the pricing document provided	See 4.8
12	Appendix E	Pass/ Fail	Contractor mark up of draft Contract	Pass/Fail See 4.4

4.3 Mandatory requirement (Pass/Fail)

- 4.3.1 LBB requires Suppliers to confirm acceptance of undertaking the role of Principal Contractor under Construction, Design and Management Regulations 2015 (CDM) and capable to discharge, the role of Principal Designer if appointed to those roles. LBB reserves the right to fail suppliers to exclude Supplier(s) who are unwilling to accept these roles as this is a mandatory requirement.

4.4 Terms and Conditions Evaluation Principles

- 4.4.1 The evaluation of the contractual terms and conditions are not awarded a score out of 5.
- 4.4.2 The evaluation of the contractual terms and conditions will comprise a “Pass/Fail” test.
- 4.4.3 Suppliers shall provide a Compliance Statement (Appendix E) confirming the acceptance or otherwise of the proposed form of Contract.
- 4.4.4 The Council reserves the right to Fail a submission to protect its position from exposure to what it considers to be an unacceptable level of risk or expenses, arising because:
- Of the Supplier's mark-up of the contractual documentation; or
 - The Supplier has failed to submit the contractual documentation at all and also failed to confirm its unqualified acceptance of the terms;
- 4.4.5 The Council is committed to providing Suppliers with all necessary comfort during negotiations that this “Fail” criteria will not be exercised capriciously but will be used to protect the Council from what it considers to be un-fundable and/or wholly disproportionate expense or an unacceptable level of risk. A "Fail" will mean that a Supplier's tender will not be evaluated.
- 4.4.6 LBB reserves the right (but is not obliged) to raise clarifications with a Supplier if it requires clarity over its submission prior to awarding a "Fail".
- 4.4.7 The process LBB shall implement to evaluate the Supplier's adherence to the contract terms is:
- 4.4.7.1 ITT submission – Supplier's marked up Terms and Conditions are reviewed (Z Clauses, APA, Other terms) ahead of giving feedback in negotiation (but for the avoidance of doubt a 'Fail' would not be awarded at the Initial Tender stage)
- 4.4.7.2 During Negotiation - The terms and any gaps are discussed with Suppliers during the negotiations – the intention is that the final ITT submission should not contain changes to terms that have not been discussed and agreed in negotiation.

4.4.7.3 Final ITT submission - The final tender is evaluated in the manner described above.

4.5 Technical Criteria (60%)

4.5.1 The technical criteria are divided into the sub-elements shown in Table A, above. Table A clearly maps out how each sub criterion is linked with the ITT Questions in Appendix A and the weighting for each question. The Supplier is to answer all questions in Appendix A, as instructed and using the tender documentation provided.

4.5.2 The scoring principles set out in **Table B** are to be used for the technical evaluation of the Tender submission. The written responses will be marked out of 5 and a weighting applied to achieve the weighting stated in **Table A**. All Tender submissions will be evaluated against the criteria set out in the Tender Evaluation Matrix in **Table A**.

Table B – Technical Method Statement Submission Scoring Principles

Score	Scoring Principles
0	Unacceptable - Completely fails to meet requirements or does not provide a response.
1	Very poor - Response significantly fails to meet the requirements, contains significant shortcomings or is inconsistent with other elements of the response.
2	Poor response - Response falls short of achieving expected requirements in a number of identifiable respects.
3	Acceptable - Response meets the requirements in most material respects but is lacking or inconsistent in others.
4	Very good - Response meets the requirements in all material respects
5	Excellent - Response meets the requirements in all material respects and exceeds some or all the requirements.

4.6 Commercial Criteria - Total Cost to Deliver the Works (35%)

Pricing Document

- 4.6.1 It is a tender requirement for the pricing document (provided as part of the tender documentation) to be completed in its entirety. The Supplier shall refer to the Preambles section of the pricing document for explanation on how to complete the document, including information on the elements and principles that must be followed in providing the Total of the Prices.
- 4.6.2 The Supplier is to allow for all costs arising from compliance with all aspects of the Works Information, all other matters contained within this document and all other matters affecting the works.
- 4.6.3 The Supplier is to complete the possession schedule and NR supply chain organisation section of the pricing document in accordance with the Preambles.
- 4.6.4 The Supplier should satisfy itself as to the full extent and nature of the works, as no claim shall be entertained for failure to do so and no payment shall be made for additional work carried out at the discretion of the Supplier in addition to that requested.

Pricing Assumptions

- 4.6.5 All pricing assumptions and exclusions must be clearly and accurately indicated in the pricing document, and appropriately cross-referenced in any contract mark-up.
- 4.6.6 Suppliers should make every effort to avoid entirely or at least minimise pricing assumptions, making full use of the clarification process referred to at section 3.11 of this ITT, prior to tender submission. If any assumptions still remain, these must be clearly stated in the pricing document.
- 4.6.7 Suppliers should ensure that their tender submissions clearly specify how their Total of the Prices would differ in the event that any assumptions they do make are not accepted by LBB. Any tenders that do not do this may, at the discretion of LBB, be deemed to be non-compliant and disqualified.
- 4.6.8 If any submitted assumption is unclear, the Supplier will be required to expand and provide a full and transparent explanation within two (2) working days of being asked to clarify.
- 4.6.9 If:
 - (a) a Supplier refuses to fully clarify a pricing assumption when asked to do so by LBB within two (2) working days of being asked to do so in writing; or

(b) LBB does not accept a pricing assumption either as a result of commentary with submission and/or (a) above, and the Supplier refuses to withdraw the assumption and/or deal with the same in accordance with the requirements of LBB, then:

(i) LBB may at its discretion disqualify the relevant tender; or

(ii) subject to section 4.6.10, LBB may on reflection consider that the relevant assumption is reasonable and accept it as an amendment.

- 4.6.10 LBB will not accept any assumption as a tender amendment where it considers that this would give the relevant Supplier an unfair advantage over the other Suppliers. If LBB believes that accepting the pricing assumption would mean that there would be an unfair advantage, equal treatment will be ensured by giving the other Suppliers an opportunity to re-price to take cognisance of the amendment on an equivalent basis.

Normalisation

- 4.6.11 Suppliers are strongly encouraged to ensure that in preparing their tenders they comply with all the requirements stated in this section 4.6, resolving and incorporating all pricing assumptions in the submission, and if that is not possible clearly stating any remaining pricing assumptions; and submitting tenders without errors, so that there is no necessity for normalisation to take place. The council reserves the right to raise clarifications on all financial submissions.

4.7 Commercial Evaluation Principles

- 4.7.1 LBB's evaluators will calculate the Total Cost to Deliver the Works by adding the estimated costs associated with possessions that the Supplier has requested to complete works ("the Estimated Possession Costs" - Section 16 of the pricing document) and the NR Supply chain costs ("the NR NSC Costs" - Section 15 of the pricing document) which has been requested by the Supplier to the tendered Total of the Prices. It is this "Total Cost to Deliver the Works" that will be scored and has the 35% allocation weighting. The following calculation summarises the above:

Total Cost to Deliver the Works (35% Weighting) = Total of the Prices + Estimated Possession Costs + NR NSC Costs

- 4.7.2 The Total Cost to Deliver the Works will be evaluated in accordance with the methodology described in **Table C** below with example figures.
- 4.7.3 The lowest commercially compliant Total Cost to Deliver the Works submission will automatically score the full weighting allocation (W) of 35%. With the 2nd and 3rd price ranked submissions being scored using the formula shown below in **Table C**. In this table, the Total Cost to Deliver the Works (Tendered Total Cost) is scored in relation to the Lowest Total Cost to deliver the Works (Lowest Total Cost), using the formulae below:

$$\text{Percentage Score} = 1 - \left(\frac{\text{Tendered Total Cost} - \text{Lowest Total Cost}}{\text{Lowest Total Cost}} \right) \times W$$

- 4.7.4 The worked examples use purely hypothetical data for the sole purpose of demonstrating how the evaluation methodology will be applied to score the Commercial submission. Although not demonstrated in the examples, no tender can score a percentage score of less than 0%.

Table C – Example Scoring Methodology for Total Costs to Deliver the Works

Description	Formula		Tenderer		
			T1 £M	T2 £M	T3 £M
Total Cost to deliver the works	TendCost		£4.0	£5.0	£6.0
Lowest submitted Total Cost to deliver the works	LowestCost		£4.0		
Calculation	1- ((TendCost -Lowest Cost) /LowestCost))		1.00	0.75	0.50
Total %	35% of Total score		35.00%	26.25%	17.50%

4.8 Contract Data Fee Percentages (5%)

- 4.8.1 The **Contractor Fee Percentages** section of the pricing document is required to be completed by the Supplier which identifies their Working Area Overhead, Manufacture & Fabrication, Design, Sub-contracted & Direct Fee's against an example Compensation Event of £100k actual cost. LBB requires that the Supplier's submitted fee percentages will be the same if the Supplier was chosen to enter into contract with LBB to deliver the project.
- 4.8.2 The lowest commercially compliant fee percentages submitted will automatically score the full weighting allocation (W) of 5%. With the 2nd and 3rd price ranked submissions being scored using the formula shown below in Table D. In this table, the Tendered Fee Percentage (TendFP) is scored in relation to the Lowest Fee Percentage (LowestFP), using the formulae included in table d below:

Table D – Example Scoring Methodology for Fee Percentage

Description	Formula		Tenderer		
			T1 £K	T2 £K	T3 £K
Tendered Fee Percentage	TendFP		£10	£13	£15
Lowest Fee Percentage	LowestFP		£10		
Calculation	1- ((TendFP -Lowest FP) /LowestFP))		1.00	0.70	0.50
Total %	5% of Total score		5.00%	3.50%	2.50%

5. Platform Construction Sequencing – Alternative Scenario

5.1 Alternative Submission

- 5.1.1 LBB requires Suppliers to submit their submissions based on two different platform construction sequencing options (Scenarios 1 and 2). The full details of the Scenarios 1 and 2 can be found in Works Information/ Works Delivery.
- 5.1.2 In submitting your tender for Scenario 2, please complete the following:
 - 5.1.2.1 A variant Total Cost to Deliver the Works in response to Table A, item 10.
 - 5.1.2.2 A Programme in response to Question Q 5.1 and Q 5.2 in Appendix A.
 - 5.1.2.3 Method statement in response to Q 4.1 and 4.2 in Appendix A
 - 5.1.2.4 A Design Assurance Plan in response to Q 3.1 in Appendix A
 - 5.1.2.5 Proposed arrangements for HSE Risk Mitigation in response to Q 9.2 in Appendix A.
- 5.1.3 Scenario 1 will be evaluated using the same approach as for Scenario 2 as described in section 4 of this ITT.
- 5.1.4 The Council may select the MEAT based on either Scenario 1 or Scenario 2.
- 5.1.5 Suppliers are not required to re-submit elements of their Scenario 1 submission other than as described in section 5.1.2. Suppliers should indicate however if in their view their proposal for the delivery of Scenario 2 is in any other way inconsistent with the remainder of their submission for Scenario 1.

Appendix A: Technical Submission Method Statements

Suppliers are required to submit the following project specific method statements as part of the Tender submissions.

Q1	CDM Requirements (Pass/Fail) Please confirm you are willing to undertake the role of Principal Contractor under Construction, Design and Management Regulations 2015 (CDM) and able to discharge the role of Principal Designer if appointed to those roles?
	<div style="text-align: right;"> Yes <input type="checkbox"/> No <input type="checkbox"/> </div>

2	Delivery Team 8%
Q 2.1	Organisation Chart Structure (3%): Submit your proposed organisation chart to deliver the project in accordance with the Council's Requirements. Include any external consultants (e.g. Design companies and Subcontractors) clearly identifying their engagement status. If you intend to use staff on a part time basis, please ensure that a percentage is allocated to part time staff stating their allocation to the project. For each key role provide a description of the role to be performed on the project as well defining the responsibilities and deliverables of the position.

Q 2.2	<p>Capable Individuals (3%):</p> <p>Provide details of named key role individuals (in alignment with your proposed organisation Structure) and your proposal demonstrating how these individuals are capable within their specified roles to contribute to the delivery of project (CV's to be provided including relevant qualifications and experience). The roles that require individual proposals are:</p> <p>Project Director, Project Management lead, Construction Management lead, Contractor's Engineering Manager, Contractor's Responsible Engineers (Civils, MEP and Telecoms, for both Design & Construction where individuals are different), Planning lead, Commercial lead and H&S lead.</p>

Q 2.3	<p>Retention of Skills and Capability (2%):</p> <p>Demonstrate how your organisation intends to ensure that knowledge, skills and capability of the people working on the project is retained throughout the project life cycle, focussing on when people within key roles transition on and off the project.</p>

3	Design and Assurance (Total 12%)
Q 3.1	<p>Design Assurance Plan (7%):</p> <p>Submit your organisation's proposed design management and assurance plan based on the provided GRIP 4 design documents and Works Information. It is to demonstrate and describe the following:</p> <ul style="list-style-type: none"> a) All key design deliverables including how the design will be packaged and delivered, referring to the Works Information & engineering documentation included within. b) Indicate how and when approvals are planned to be secured to meet programme timescales as well as identifying proposals for progressive assurance throughout the design and construction process. c) Describe how you will ensure the design is fully integrated (incorporating any specialist sub-contractors if necessary) and meets the requirements set out in the Works Information (including Maintainability). d) Explain how you will manage NR's Life Cycle Costing Process for this project. e) Describe how design risk will be identified and managed. f) Explain how design integration with key interfacing projects (as identified in the Works Information and Site Information) will be managed, in particular with Brent Cross South's (BXS) eastern entrance building design and the sidings and rail system design. <p><i>Responses to the question points a to f will be evaluated in its entirety.</i></p>

Q 3.2	<p>Value Engineering (5%):</p> <p>Identify any value engineering opportunities that your organisation has identified based on the Works Information and Site Information provided. In your proposal you should identify the description of the value engineering opportunity, steps involved in realising the opportunity, any cost/time saving opportunities, any other associated benefits or disadvantages and the likelihood/probability of realising the opportunity.</p>

4	Methodology (Total 15%)
Q. 4.1	<p>Construction, Testing and Commissioning (12%):</p> <p>Submit your organisation's proposed methodology for the delivery of the project. It is to include, but not be limited to the following:</p> <ul style="list-style-type: none"> a) Identification of proposed sequencing of the works, including indicative sketches / marked up images; b) Identification of key interface points / areas / timings with Others and the proposal for managing these interfaces; c) Particular focus on the proposed sequencing and integration of the proposed platform construction, identifying possession requirements and how these works would be safely integrated with Others; d) Proposals for management of works during possessions; e) Methods to be employed to prevent damage/disruption to the operational railway (including prevention of possession overruns) and methodology for working adjacent to live railway /OLE; f) Site access/egress arrangements along with logistics (including transport and haulage of material); g) Proposed welfare / site set up facilities & locations; h) Proposals for provision of power to the works; i) Proposals for management of waste; j) Propose your testing and commissioning strategy (including proposed processes and regime) in readiness for asset handover;

	<p>k) Proposals for obtaining progressive assurance of construction documentation (especially WPPs) to prevent delays to the works;</p> <p>l) Demonstrate how you will manage on-going construction assurance on the project, identifying how key stakeholders such as NR, TOC, BXS would be involved in the process;</p> <p>m) Indication of favoured check sheets, i.e. paper or electronic; and</p> <p>n) Other quality management proposals for the project.</p> <p><i>Responses to the question points a to n will be evaluated in its entirety.</i></p>

Q.	Handover strategy (3%):
4.2	Submit your organisations proposed Handover strategy for the project that meets all key stakeholders' requirements managing all interfaces. This should include details of how you will minimise risk to handover by engaging with stakeholders throughout the design & construction of the works.

5	Programme for delivery (10%)
Q. 5.1	<p>Programme (7%):</p> <p>Submit your organisation's proposed programme (in both PDF and P6 XER format) for the delivery of the project by May 2022, with an easy to follow narrative. It must, in a clear way identify:</p> <ul style="list-style-type: none"> a) All key milestones and activities; b) Durations for approvals, design and construction c) Any float and risks including logic links, d) Interdependencies and the Critical Path. e) Possession dates, including extent of the possession and duration. <p><i>Responses to the question points a to e will be evaluated in its entirety.</i></p>

Q. 5.2	<p>Possession Planning and Management (3%):</p> <p>Complete the Possession Schedule included in the pricing document to include your required possessions to deliver the works. This shall include an outline of the proposed works that are to be undertaken within each identified required possession.</p> <p>The Possession Schedule should be accompanied with a narrative below to outline how you will manage the possession booking and management process.</p>

6	Delivery Risk Identification (5%):		
Q.	Risk Register (3%) 200 words per Risk ID:		
6.1	In the format provided, You are required to provide your management and mitigation plans for the risks identified below.		
Risk ID	Description	Phase Impact	Mitigation Strategy
1	Possessions required for station construction are not available	Construction	
2	Additional possessions (in addition to those included in the Possessions Schedule) are required by the Contractor to complete the works	Construction	
3	Interface complexities with Others (design, construction, CDM etc.) result in delays to the station D&B programme	Design & Construction	
4	Constructing slow line platforms requires additional works to be undertaken adjacent to live operational railway due to change in programme sequencing or duration or complexity of works being greater than anticipated	Construction	
5	Difficulties and delays in obtaining approvals of design and assurance documents from the TOC, NR, BXS and / or other regulatory body.	Design & Construction	
6	Difficulties and delays in obtaining sign off of completed works and / or achieving handover / entry into service	Construction & Handover	
7	Possession overruns occur due to Contractor works failing to be completed within planned times (Possessions / Closures), causing delays to train services and resulting in	Construction	

8	Risk of encountering unforeseen ground conditions, undetected utilities or invasive species.	Construction	
9	Weather conditions prevent planned works being undertaken, particularly during planned disruptive possessions e.g. lifting of steelwork being prevented by high winds.	Design & Construction	
10	Suspension or restriction of works resulting from strict planning and environmental requirements (including the Contractor being unable to obtain satisfactory S61 consent) or due to a breach of conditions or complaints, causing delays to the programme.	Construction	

Q. 6.2	Risk Identification and Mitigation: (2%) 200 word per mitigation strategy: In the format provided, identify your top 5 additional risks that could hamper the successful delivery of the Council's Requirements. Risks may be internal or external factors.		
Risk ID	Risk Description	Phase Impact	Mitigation Strategy
C1			
C2			
C3			
C4			
C5			

7	Social Value (Total 3%)
Q.	Social Value (3%):
7	Your organisation is required to submit a proposal describing how it would bring added social value to this contract. This should include but does not need to be limited to supporting the local community, Local economy and creating Training, Employment and Supply Chain opportunities for local SMEs, Social Enterprises and voluntary sectors. Your response should demonstrate how your organisation would deliver social, economic or environmental value through the delivery of the project.

8	Stakeholder Management & Community Engagement (Total 2%):
Q.	Stakeholder Management & Community Engagement (2%):
8	Your organisation is required to submit your proposed stakeholder management and Community Engagement plan to deliver the council's requirements. This plan should include your engagement and communications strategy with key stakeholders including but not limited to residents, businesses, Councillors and other development partners on this project.

9	HSE Management Plan (5%)
Q	Key Occupational Health Risks Areas (2%)
9.1	<p>In relation to this project and relating to the construction workforce and others who could be affected by the works, the applicant is to supply:</p> <p>a) A description of the approach to managing Occupational Health on the project how this aligns with Industry Best Practice e.g. pre-start screening, ongoing monitoring, Occupational Health provision on site etc.</p> <p>b) Details of the Occupational Health Professionals (nurses, hygienists etc.) that will support the detailed design and construction phases of the projects and the percentage of their time that will be allocated to the project</p> <p>c) The processes/procedures for the management of Occupational Health through the design and construction phases, of particular interest is how the Principles of Prevention (Hierarchy of Controls) are applied i.e. how Elimination and Reduction of the hazards are implemented and assured rather than relying on on-site procedures and PPE to minimise the effect of exposure.</p> <p><i>Responses to the question points a to c will be evaluated in its entirety.</i></p>

Q	HSE Risk Mitigation (2%):
9.2	<p>Please provide and describe your proposed arrangements for managing and mitigating risks in relation to construction methodology, sequencing/programming and management, for ensuring that its HS&E (must include Environment as well as H&S risks) measures will be effective in reducing/preventing incidents, accidents and adverse environmental impacts during the construction phase and subsequently operation and maintenance of the future asset/s. The arrangements should:</p> <p>Address the how key risks will be highlighted in the design and planning of the construction activities and wider project challenges will be managed</p> <p>a) Detail how the arrangements will be implemented effectively on this project to achieve excellent HS&E performance</p> <p>b) Clearly demonstrate continual improvement and incorporating lessons learnt from previous projects/wider industry.</p> <p><i>Responses to the question points a and b will be evaluated in its entirety.</i></p>

Q	Workforce engagement (1%)
9.3	<p>Describe the procedures you have in place to involve your staff/workforce in the planning and implementation of HS&E measures? Please provide a statement explaining how the workforce and the supply chain are actively involved in the planning and implementation of HS&E measures and process. The description will be supplemented by evidence of how this is achieved and is effective. You may incorporate evidence from previous projects to illustrate how the approach will be implemented effectively on this project. The submission should demonstrate:</p> <ul style="list-style-type: none"> a) Clear procedure (or statement) on how the workforce is consulted with regards HS&E in the construction b) Compliance with the project requirements c) Compliance with legal requirements d) How the approach is appropriate for activities of the nature and scale envisaged under this procurement <p><i>Responses to the question points a to d will be evaluated in its entirety.</i></p>

Appendix B – Form of Undertaking

LONDON BOROUGH OF BARNET

**Tender for the provision of delivery of the Detailed Design, Construction, testing, commissioning and handover (GRIP 5-8) of the new Brent Cross West (BXW) station.
Contract ref 701864**

Form of undertaking

To: The Mayor and Burgesses of the London Borough of Barnet, North London Business Park, Oakleigh Road South, London N11 1NP (the "Council")

- (A) We certify that the information supplied in our Initial Tender (IT)/written response is accurate to the best of our knowledge.
- (B) We understand that false information could result in our Initial Tender (IT)/written submission being rejected and not being considered by the Council.
- (C) We confirm that we accept the conditions and undertakings set out in the Initial Tender.
- (D) We confirm that we shall ensure that any of our current or future partners in relation to this project shall adhere to the same conditions.
- (E) If we are selected by the Council as its preferred partner, we undertake at the instruction of the Council (in its absolute discretion) to promptly enter into a bond and/or parent company guarantee as required.
- (F) We offer to Provide the Works in accordance with the Contract Data part one and the attached Contract Data part two for a sum to be determined in accordance with the conditions of contract.
- (G) I am the authorised signatory of the limited company mentioned below and am duly authorised to submit this submission and to bind the company.

I/We

.....

(Insert the full name of the Supplier including 'Ltd.' 'PLC' or as the case may be. N.B. if the legal name is a business name not followed by 'Ltd.' or 'PLC' or a similar expression, please state the legal nature of the Supplier e.g. partnership or incorporated unlimited company.)



of

.....

.....(insert address)

or being a company registered in England/Scotland

..... (insert other country of incorporation)

whose registered number is

.....(insert company registration number)

and whose registered office is at

.....

.....(insert registered address of company)

Dated:

Signed:

Full name of signatory:

Capacity of signatory

On behalf of:
(full name of Supplier)

Appendix C – Certificate of Non-Collusion

CERTIFICATE OF NON-COLLUSION

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To the Mayor and Burgesses of the London Borough of Barnet (“the Council”)

The essence of the public procurement process is that the Council shall receive bona fide competitive Tenders from all Suppliers. In recognition of this principle I/We certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- a) communicate to a party other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender);
- b) enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender; or
- d) enter into any type of agreement or arrangement with any other party aimed at distorting competition or the outcome of the competition

In this Certificate:

- the word “person” includes any person, body or association, corporate or incorporate
- the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.
- the word “Tender” includes all tender submissions including Initial Tender submissions, Final Tender submissions together with associated clarifications provided by the Supplier

1 **SIGNED**
POSITION

2 **SIGNED**
POSITION

On behalf of

Date

Appendix D - Certificate of Non-Canvassing

LONDON BOROUGH OF BARNET

**Tender for the provision of delivery of the Detailed Design, Construction, testing, commissioning and handover (GRIP 5-8) of the new Brent Cross West (BXW) station.
Contract ref 701864**

CERTIFICATE OF NON-CANVASSING

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To the Mayor and Burgesses of London Borough of Barnet ("the Council")

I/We hereby certify that I/we have not in connection with the award of the contract for the project or any other proposed contract for the Council

- canvassed any member, employee, agent of the Council
- undertaken to unduly influence the decision-making process of the Council
- undertaken to obtain confidential information that could confer upon an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

1 **SIGNED**
POSITION

2 **SIGNED**
POSITION

On behalf of

Date

Appendix E – Legal

Suppliers should complete Appendix E.

EITHER

We have no comments on the Contract terms and accept those terms

OR

Our comments are provided below:

Contract Clause	Proposed change	Reason for change

Signature:

Name:

For and on behalf of:

Dated:

Appendix F – Form of Tender

Provision of Brent Cross West Station Detailed Design and Construction (GRIP 5-8) Contract Ref: 701864

FORM OF TENDER

To: The Mayor and Burgesses of the London Borough of Barnet, North London Business Park, Oakleigh Road South, London N11 1NP (the "Council")

Having examined the specifications for the supply of services detailed in this Tender, we offer to supply the said services in conformity therewith for the sums as may be ascertained in accordance with the Tender documents.

I/We

(Insert the full name of the tenderer including 'Ltd.' 'PLC' or as the case may be. N.B. if the legal name is a business name not followed by 'Ltd.' or 'PLC' or a similar expression, please state the legal nature of the tenderer e.g. partnership or incorporated unlimited company.)

of

.....

..... **(Insert address)**

or being a company registered in England/Scotland

..... **(Insert other country of incorporation)**

whose registered number is **(Insert company registration number)**

and whose registered office is at **(Insert registered address of company)**

.....

.....

I/We acknowledge that unless and until this Tender is incorporated in a Form of Contract prepared by the Council's Borough Solicitor and executed by the Council, there shall not be a binding contract between me/us and the Council.

We understand that you are not bound to accept the lowest or any Tender you may receive and that more than one Tender may be accepted or part of one Tender may be accepted, all at the discretion of the council.

Dated:

Signed:

Full name of signatory:

Capacity of signatory:

On behalf of :(full name of tenderer)