

London Borough of Barnet

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

Invitation to Submit Final Tender (ISFT)

Contract ref 701864

Issue 01



Abbreviations and definitions

AR	Argent Related
Bidder	each recipient of this ISFT (together the Bidders)
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
Clarifications	<p>means the clarifications which were issued to bidders throughout the procurement process and which were re-issued on the portal together with this ISFT in the documents titled:</p> <ul style="list-style-type: none"> • Brent Cross West Station ISFT 701864 Support Document (pdf) • Brent Cross West Station Tender Clarification Log 13-Aug-19 pdf • Works Information – Technical 1 V4 (pdf) • 144918-NWR-DRN-EMF-000016 Station Thermal Comfort Report DRN CLOSED (pdf) • BXS-PK001-INF000-C-ARP-SK-00-348-XX_PSS Service road section_P07 (pdf) • Amey NR acc submitter 17.06 GRIP 6 filter completed (pdf) • Brent Cross Station – Pricing Document Final Tender Rev4 (Excel) • Commercial clarification register supplier specific (pdf) • Supplier specific clarification log CPN Stage (pdf) • Supplier specific contract position/Appendix E – Final Closed (pdf) • Supplier specific responses to assumption and exclusion register (Excel) <p>and "Clarification" means the relevant one (or relevant element) of them</p>
Confidentiality Agreement	the confidentiality agreement signed by each Bidder
Contract	the NEC3 ECC contract – option C with Z-clauses and X-clauses (as updated on 12 August 2019) to be entered into between LBB and the Preferred Bidder (or, in the circumstances outlined in paragraph 3.8.2, the Reserve Bidder) on the terms contained in the Preferred Bidder's (or the Reserve Bidder's (where appropriate)) Final Tender
Council's Requirements	please see paragraph 2

CPN	Competitive Procedure with Negotiation
CSM	Common Safety Method
EIR	Environmental Information Regulations
Final Tender	the proposal to be submitted in response to this ISFT
GRIP	Governance Railway Infrastructure Projects
HSE	Health and Safety Executive
Initial Tender	the proposal submitted in response to the ITT
ISFT	this Invitation to Submit Final Tender
ITT	Invitation to Tender
LBB	London Borough of Barnet, "The Council"
MEP	Mechanical, Electrical and Plumbing
MEAT	Most Economically Advantageous Tender
Minimum Requirements	has the meaning given in paragraph 4.2 of the MOI
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
OJEU Notice	means the notice published in the Official Journal of the European Union OJEU Notice 2018/S 207-471593 (Corrigendum Notice 2019/S 030-066280) under Barnet contract reference 701864
OLE	Overhead Line Equipment
PCR	Public Contract Regulations
PPS	Possession Planning System
Preferred Bidder	the first placed Bidder following the evaluation of the Final Tenders in accordance with the process set out in this ISFT
Pricing Document	the pricing document with preambles (as updated on 2 August 2019 and accessible on Viewpoint)
Procurement Documentation	has the meaning given in paragraph 2.2.1
Project	the delivery of the Brent Cross West Station (BXW) by May 2022 which includes Bidders taking responsibility for the GRIP 4 design and completing the Detailed Design, Construction, Testing, Commissioning and Handover (GRIP stages 5-8) all in accordance with the Works Information and the Site Information and which was advertised by the publication of the OJEU Notice
Reserve Bidder	any reserve bidder selected in accordance with paragraph 3.8.2
Site Information	the site information pack (as updated on 2 August 2019 and accessible on Viewpoint)

SME	Small and Medium-Sized Enterprises
SQ	Selection Questionnaire
Submission Deadline	12 noon on 23 August 2019 for softcopy submissions and 12 noon on 27 August for hardcopy submissions
Tender	either or both of the Initial Tender and the Final Tender as the context shall require
TOC	Train Operating Company
Works Information	the works information pack (as updated on 9 August 2019 and accessible on Viewpoint)

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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 Your organisation has submitted a Selection Questionnaire and an Initial Tender in respect of the Project and has been participating in the negotiation stage of this CPN process.
- 1.2.2 LBB will shortly declare the negotiation phase concluded and has issued this ISFT to the Bidders via LBB's procurement portal www.barnetsourcing.co.uk.
- 1.2.3 This ISFT document is provided to ensure Bidders fully understand the requirements of the process for this procurement process. Following the Clarification issued on 9 August 2019, this ISFT also reiterates the amended procurement timetable which has been notified to all Bidders and which is set out at paragraph 3.2.1.
- 1.2.4 This ISFT has been developed to reiterate the key steps in this procurement to achieve the selection of a Preferred Bidder as per OJEU Notice 2018/S 207-471593 (Corrigendum Notice 2019/S 030-066280).

- 1.2.5 This document provides the relevant information in respect of and outlines the procedure regarding this procurement exercise, and in particular:
- 1.2.5.1 summarises the background and nature of this procurement exercise; including information on LBB's approach to the CPN process;
 - 1.2.5.2 provides guidance in relation to the content of this ISFT;
 - 1.2.5.3 sets out the deliverables required from Bidders for the responses to this ISFT in the form of a Final Tender;
 - 1.2.5.4 reiterates the Council's Requirements; and
 - 1.2.5.5 reiterates the evaluation criteria that LBB will use to assess the Final Tenders and restates the additional guidance which was issued to Bidders on 16 July 2019.
- 1.2.6 This procurement process is to be conducted as a CPN process under the Public Contract Regulations (PCR) 2015.
- 1.2.7 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.
- 1.2.8 At the conclusion of this procurement process, the Preferred Bidder will be required to enter into the Contract.
- 1.2.9 All Final Tender submission documents must be correctly completed and submitted in accordance with the instructions in this ISFT, no later than 12.00 noon on 23 August 2019 for softcopy submissions and no later than 12.00 noon on 27 August 2019 for hardcopy submissions. Both soft and hardcopy submissions will be required in order to comply with this ISFT.
- 1.2.10 LBB reserves the right to terminate the process and when appropriate, re-advertise the requirement.
- 1.2.11 Each Bidder's Final Tender must be supplied in the format stated in paragraph 3.16. LBB reserves the right to disqualify a non-compliant submission format.

2. Council's Requirements

The "Council's Requirements" as referred to in the evaluation criteria and throughout this ISFT 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 Procurement Documentation (being this ISFT and attached appendices, the ITT and the Invitation to Tender letter and the Pricing Document Template (as updated and issued to bidders on 2 August 2019) (accessible on both Barnet procurement portal www.barnetsourcing.co.uk and Viewpoint)
- 2.2.2 The draft NEC3 ECC Contract – Option C with Z-clauses and X-clauses (the "Contract") (as updated on 12 August 2019 and accessible on Viewpoint)
- 2.2.3 The Works Information Pack (as updated on 9 August 2019 and accessible on Viewpoint)
- 2.2.4 The Pre-Construction Information Pack (accessible on Viewpoint)
- 2.2.5 The Site Information Pack (as updated on 2 August 2019 and accessible on Viewpoint)
- 2.2.6 Network Rail Standards as referred to within the appropriate sections of the documentation supplied

and which may have been clarified during the procurement process by the Clarifications

3. Instructions to Bidders

- 3.1.1 You are hereby invited to submit a Final Tender 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 has been and will continue to be undertaken in accordance with the following indicative timetable. The third column shows the revised dates which have been discussed with Bidders in the meetings held on 22 and 23 July and which were communicated in a Clarification dated 9 August 2019. LBB reserves the right to further amend the timetable at any time during the procurement exercise and, if it does so, will notify all Bidders of any amendments to the timetable through the e-tendering portal. LBB reserves the right to further amend the length of the negotiation stage, if necessary.

Milestone	Dates	Revised Dates
Publication of Invitation to Initial Tender (ITT)	Thu 4 April 2019	Unchanged
Bidder Deadline to Submit Initial Tender Clarifications	Tue 23 April 2019 12 Noon	Fri 24 May 2019 12 Noon
Initial Tender Clarifications - LBB Response to bidder questions	Fri 10 May 2019	Fri 31 May 2019 12 Noon
Bidder Initial Tender Submission - Deadline	Fri 24 May 2019 12 Noon	Fri 7 Jun 2019 12 Noon
Initial Tender Review/Evaluation Stage	Tue 28 May – Mon 24 Jun 2019	Mon 10 Jun – Fri 28 Jun 2019
Negotiation Meetings Period. (Bidders to keep dates available for the period)	Tue 25 Jun – Fri 19 Jul 2019	Thu 4 Jul – Tue 23 Jul 2019
Invitation to Submit Final Tenders Negotiations end (subject to confirmation)	Wed 24 Jul 2019	Wed 14 Aug 2019
Bidder Final Tender Submission	Mon 5 August 2019 12 Noon	Fri 23 Aug 2019, 12 noon (soft copies) and Tue 27 Aug, 12 noon (hard copies)
Final Tender Evaluation Period	Tue 6 Aug – Mon 26 Aug 2019	Tue 27 Aug - Fri 20 Sep 2019
Approval for Contract Award (Reserved Bidder recommendation to be included if applicable)	Mon 16 Sep 2019	Thu 3 Oct 2019
Contract Award Notices		Thu 3 Oct 2019
Standstill Period commences	Tue 17 Sep – Mon 30 Sep 2019	Fri 4 Oct 2019

Standstill Period end	Tuesday 1 October 2019	Mon 14 Oct 2019
Contract Sealing and Completion	Monday 14 October 2019	Fri 25 Oct 2019

3.3 Acceptance of terms in ISFT

- 3.3.1 Submission of a Final Tender implies acceptance of the terms and conditions of this ISFT by the Bidder.

3.4 ISFT Procedural Queries

- 3.4.1 Any queries relating to this ISFT document must be messaged through the Portal www.barnetsourcing.co.uk. If this is not feasible please e-mail: procurement@barnet.gov.uk.
- 3.4.2 LBB will respond to all reasonable queries as soon as practicable. All queries and responses will be dealt with through the Portal or by e-mail only. LBB reserves the right to issue the response to any query to all Bidders. If a Bidder wishes LBB to treat a query as confidential and not issue the response to all Bidders, it must state this when submitting the query. If, in the opinion of LBB, the query is not confidential, LBB will inform the Bidder and it will have an opportunity to withdraw it. If the query is not withdrawn, the response will be issued to all Bidders.
- 3.4.3 The final date for tender clarifications following ITT was 13 August 2019 and in preparing their Final Tender, Bidders are referred to the Clarifications. The final date for queries relating to this ISFT document must be messaged through the Portal no later than 12 noon on 16 August 2019.

3.5 Changes to the ISFT and the Project

- 3.5.1 The information contained in this ISFT may be changed by LBB from time to time without prior (or any) notice being given by LBB.
- 3.5.2 In this document, words such as "anticipates", "expects", "projects", "intends", "plans", "believes" and "will" (and words and terms of similar substance) indicate LBB's present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described.
- 3.5.3 Although it is intended that the remainder of this procurement will take place in accordance with this ISFT, LBB reserves the right to terminate, amend or vary the procurement process by notice in writing.

3.6 Bidder responsibility regarding information

- 3.6.1 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, Bidders 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

3.6.2 In compiling their Final Tenders, Bidders shall be deemed to have read, understood and made appropriate allowance for all information included within the Procurement Documentation (including all Appendices and attachments), the Clarifications and the OJEU notice for this tender process.

3.6.3 Bidders are requested to note the Due Diligence Questionnaire within the tender support documents on the Portal. This relates to an LBB requirement to attain Information Management detail for contracts it holds. Please can this be completed and returned with your tender submission. This is for information and will not be evaluated.

3.7 Governing Law

3.7.1 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.

3.8 Selection of Preferred Bidder and Reserved Bidder (if any)

3.8.1 The Final Tender will be evaluated and the first placed Bidder will be the Preferred Bidder.

3.8.2 LBB reserves the right to invite the second placed Bidder to be a reserve bidder (the "**Reserve Bidder**") and subsequently to award the Contract to that Reserve Bidder, should it prove not to be possible to complete contracts with the Preferred Bidder. There will however be no obligation on the second placed Bidder to accept such an invitation, nor an obligation on LBB to make one.

3.9 Contract Award

3.9.1 As clearly directed throughout this procurement it is expected that agreement will have been reached on all contractual issues before close of the negotiation stage and in accordance with the Regulations no clarification or negotiation of the Final Tenders will take place.

3.9.2 The contract award is subject to the formal approval process of LBB. Until all necessary approvals are obtained and the standstill period completed, no Contract will be entered into.

3.9.3 Once the evaluation has been completed, the Preferred Bidder identified and LBB has reached a decision concerning the contract award, it will notify all Bidders of that decision and provide for a standstill period of ten calendar days before entering into any Contract with the Preferred Bidder.

3.9.4 LBB reserves the right (at its discretion) to invite a Bidder to become Reserve Bidder at contract award stage if it deems this appropriate. There is no obligation on any Bidder to accept an invitation to become Reserve Bidder.

3.9.5 The Preferred Bidder will be required to enter into a Contract on the terms contained in its submission (subject to any agreed changes – see Appendix E).

3.9.6 In entering into the Contract, the Preferred Bidder must only rely on its own enquiries and on the terms and conditions set out in the Contract (as and when finally executed), subject to the limitations and restrictions specified in it.

3.10 Abnormally Low Tenders

3.10.1 A Final Tender submission price will be considered abnormally low if, because of its favourable terms, it raises a suspicion that the Bidder will not be able to perform according to the terms offered. Any Final Tender that is considered to be priced abnormally low will be scrutinised by the LBB procurement team. LBB may, at its discretion, reject any Final Tender that it considers to be abnormally low after following the process in Regulation 69 of the PCR 2015.

3.11 LBB Reserves the Right

3.11.1 LBB reserves the right at any time:

3.11.1.1 (up to submission of Final Tenders) to require a Bidder and/or its consortium members to clarify their Initial Tender in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful);

3.11.1.2 not to consider Final Tenders other than those specified;

3.11.1.3 to issue amendments or modifications to the ISFT.

3.11.2 LBB reserves the right, at its discretion to reject any Final Tender 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 Bidders (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 Bidder whose tendered Total Cost to Deliver the Works exceeds the Maximum Cost. The example below, demonstrates the workings:

Worked example:

Bidder A Total Cost to Deliver the Works	£5.00m
Bidder B Total Cost to Deliver the Works	£5.50m
Bidder 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 Bidder C	

3.12 Tender Costs

- 3.12.1 LBB will not be liable to any person for any costs whatsoever incurred in the preparation of their Tender submissions or otherwise in relation to this procurement.

3.13 Final Tender Stage Instructions

- 3.13.1 Bidders 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.
- 3.13.2 Bidders 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:

- 3.13.2.1 the Contract (as updated and issued on 12 August 2019);
- 3.13.2.2 Contract data (as defined in the Contract);
- 3.13.2.3 Works Information (as updated and issued on 9 August 2019);
- 3.13.2.4 Site Information (as updated and issued on 2 August 2019);
- 3.13.2.5 this ISFT; and
- 3.13.2.6 the remaining Procurement Documentation

and which may have been clarified during the procurement process by the Clarifications

- 3.13.3 Tender submissions must be in English.
- 3.13.4 All financial information must be priced in pounds sterling.
- 3.13.5 All questions must be answered and where written submission is required, Bidders shall use font style Arial and point size 11.
- 3.13.6 Bidders are responsible for the accuracy of their submissions.
- 3.13.7 Bidders are responsible for identifying, planning and pricing everything necessary to deliver the Council's Requirements.
- 3.13.8 Bidders must not alter the Procurement Documentation and must submit a response that is fully compliant with the Procurement Documentation and these instructions. LBB reserves the right to reject any responses which do not comply with any stage of this process.
- 3.13.9 Bidders are advised to read the ISFT 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.
- 3.13.10 Bidders 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.
- 3.13.11 Any defined terms shall unless stated have the meaning given in the NEC 3 ECC terms and conditions. Bidders are deemed to be familiar with all the terms, abbreviations and acronyms utilised throughout the tender documentation.
- 3.13.12 Tender submissions are prepared and submitted at each Bidder's own risk. Although this is a bona fide Tender process, LBB may reject any or all submissions and provides no guarantee that any Contract will be awarded. LBB will not reimburse any costs incurred during this process or any subsequent discussions, howsoever arising.
- 3.13.13 LBB requires a single channel of communication for responses that is coherent, co-ordinated and consistent. If Bidders 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.
- 3.13.14 If Bidders 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.
- 3.13.15 If it is found necessary to amend this ISFT prior to the date for return of the Final Tender submission, Bidders will be notified via LBB's e-tendering portal. Any such amendment shall not amend the deadline for the Final Tender submission return unless LBB notifies otherwise.

- 3.13.16 Bidders are required at any time during the Tender process to inform LBB of any changes to circumstances which impact on their Final 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. In particular, Bidders are deemed to have re-confirmed their acceptance of the Minimum Requirements when submitting a Final Tender.
- 3.13.17 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. Bidders must provide all information requested and not assume that LBB has prior knowledge of any of this information. Bidders 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.
- 3.13.18 LBB actively seeks to avoid conflicts of interest and reserves the right to reject Bidders as ineligible where LBB perceives an actual or potential conflict of interest. Bidders must advise all potential conflicts of interest as a clarification request via LBB's e-tendering portal prior to the submission of the Bidder's Final Tender. LBB will then confirm as soon as it can if it considers these significant enough to exclude the Bidder from the procurement process.

3.14 Tender Clarifications

- 3.14.1 If there is any doubt about the meaning of the Procurement Documentation, the Council's Requirements or any other matter, Bidders had the opportunity to submit a Tender clarification request via LBB's procurement portal www.barnetsourcing.co.uk messaging facility.

3.15 A compliant response

- 3.15.1 LBB requires the Bidder to submit a compliant Final Tender and complete its Final Tender in accordance with the provisions of this ISFT.
- 3.15.2 The Bidder must demonstrate in its Final Tender that all proposals contained in the Final Tender are capable of delivery and the Final Tender must have commitment from the appropriate decision making forum within the Bidder's organisation.
- 3.15.3 The Final Tender must meet the Minimum Requirements.
- 3.15.4 The Final Tender must operate as a stand-alone bid and not be dependent on any other bid or any other factors external to the Final Tender itself (that is, each Final Tender must be capable of being accepted by LBB in its own right).

3.16 Tender Submission

- 3.16.1 The following documents constitute a Final Tender response. Bidders will have to submit all the following:
- 3.16.1.1 Statements in response to specifically phrased technical questions in appendix A of this ISFT.
 - 3.16.1.2 Confirmation that the draft Contract (as amended and issued to bidders on 12 August 2019) is fully accepted or otherwise by submitting the Legal statement (Appendix E) completed with the amendments agreed with LBB during the negotiation phase and with no further amendments or revisions.
 - 3.16.1.3 A completed, signed and returned Contract Data Part 2.
 - 3.16.1.4 The Bidder's completed pricing document (in the form updated and issued to bidders on 2 August 2019) as per the pricing instructions, which identifies the tender bid price and Contractor fee percentages.
 - 3.16.1.5 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).
 - 3.16.1.6 Company and parent company accounts for the last two financial years (which will support the due diligence check which will be conducted by LBB in relation to the Preferred Bidder and the Reserve Bidder (where relevant)).
- 3.16.2 In accordance with the submission guidance published on 16 July 2019, LBB will require submission to be in the following format:
- Softcopy complete response to ISFT 'clean' with all changes incorporated tender response uploaded to Viewpoint
 - Softcopy complete response to ISFT track changed* against the Initial Tender uploaded to Viewpoint
 - Softcopy executive summary submission statement (limited to two sides of A4) uploaded to LBB procurement portal
 - Softcopy tender submission checklist uploaded to LBB procurement portal
 - Softcopy legal compliance forms defined in paragraph 3.16 uploaded to LBB procurement portal
 - Electronic softcopies of the Final Tender submission must be in PDF format. Any scanned documents must be in PDF format.
 - Hardcopy ring bound complete response to ISFT 'clean' with all changes incorporated tender response x 4.

- Hardcopy ring bound response to ISFT track changed* against the Initial Tender response x 4.
- An encrypted USB with full submission - please provide encryption password via LBB portal.

*Provided the method statement/technical response clearly cross references the appendix and, if appropriate, indicates if this is an amendment to that included in the ITT submission then tracked change appendices are not required

3.16.3 The hardcopy submissions are to be addressed to:

For the attention of Amir Sarrafan, Brent Cross Thameslink Programme

Capita plc

5th Floor

65 Gresham Street

London EC2V 7NQ

3.16.4 All submissions be submitted in accordance with the submission deadline of:

3.16.4.1 12 noon on 23 August 2019 for softcopy submissions; and

3.16.4.2 12 noon on 27 August 2019 for hardcopy submissions.

3.17 Confidentiality, Records & Transparency

3.17.1 Bidders are required to comply with the terms of the signed Confidentiality Agreement and the provisions of this paragraph 3.17.

3.17.2 Bidders 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. Bidders 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 sub-consultants, 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.

3.17.3 Bidders must not, either alone or jointly with others, publish any material relating to LBB, this procurement or the works without our prior written consent.

- 3.17.4 Bidders must not, either alone or jointly with others, make any media announcements in connection with this procurement, the works, or any dispute arising under or in connection with this ISFT document.
- 3.17.5 Paragraphs 3.17.2, 3.17.3 and 3.17.4 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 / ITT; 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.
- 3.17.6 Bidders 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.

3.18 Freedom of Information Act 2000 and Environmental Information Regulations 2004

- 3.18.1 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").
- 3.18.2 In making any submission during this procurement process, each Bidder acknowledges and accepts that information contained therein may be disclosed by LBB under the Act or EIR without consulting the Bidder, although LBB will endeavour to consult with the Bidder and consider its views before doing so.
- 3.18.3 If Bidders 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 Bidders does not bind LBB to any duty of confidence by virtue of that marking.
- 3.18.4 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 Bidders 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.

3.19 Conflict of interest

- 3.19.1 LBB required all actual or potential conflicts of interest to be declared and resolved to LBB's satisfaction prior to the delivery of the Initial Tender.
- 3.19.2 If any further conflict of interest or potential conflict of interest between a Bidder, its advisers, LBB's advisers or any combination thereof becomes apparent to that Bidder, it shall inform LBB immediately. In such circumstances, LBB shall, at its absolute discretion, decide on the appropriate course of action.
- 3.19.3 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 Bidder being disqualified at the sole discretion of LBB

3.20 Canvassing and Non-Collusion

- 3.20.1 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 Bidder or Consortium Member (as the case maybe) may attract) any Bidder or Consortium Member who (or its directors or any other person who has powers of representation, decision or control of the Bidder or Consortium Member), in connection with this tender:
- 3.20.1.1 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;
 - 3.20.1.2 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;
 - 3.20.1.3 Does anything which would constitute the offence of bribery, where the offence relates to active corruption;
 - 3.20.1.4 Does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
 - 3.20.1.5 Canvasses any member or officer of LBB or any person acting as an adviser for LBB in connection with this tender;
 - 3.20.1.6 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 Bidder of such officer);
 - 3.20.1.7 Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Bidder or Consortium Member of any other Bidder (other than its own Consortium Members or supply chain);
 - 3.20.1.8 Enters into any agreement or arrangement with any other Bidder (or Consortium Member of any other Bidder) to the effect that it shall refrain from making a Tender or as to the amount of any Tender to be submitted;
 - 3.20.1.9 Causes or induces any person to enter such agreement to inform the Bidder (or a Consortium Member of the Bidder) of the amount or approximate amount of any rival Tender;
- 3.20.2 Canvasses any person connected with this tender who is not one of its own Consortium Members or one of its own team;

- 3.20.2.1 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;
- 3.20.2.2 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);
- 3.20.2.3 Enters into any agreement with any other Bidder (or a Consortium Member of any other Bidder) aimed at distorting the outcome of the competition;
- 3.20.2.4 Undertakes to unduly influence the decision-making process of LBB; or
- 3.20.2.5 Undertakes to obtain confidential information that could confer upon an undue advantage in the award of the contract.
- 3.20.2.6 Bidders were 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 will also be required to submit such certificates at the Final Tender submission stage.

3.21 Intellectual Property Rights

- 3.21.1 The Procurement Documentation 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.
- 3.21.2 All documentation supplied by LBB in relation to this tender (and all Procurement Documentation) is and shall remain the property of LBB and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documentation at any time except as is necessary to produce the Tender submission.

3.22 Publicity

- 3.22.1 Bidders 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.

3.23 Accuracy of Information

- 3.23.1 In submitting a Tender, the Bidder undertakes that:
 - 3.23.1.1 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
 - 3.23.1.2 Any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of LBB immediately.

3.24 Changes in Circumstances

- 3.24.1 Each Bidder (including, for this purpose, each Bidder in any consortium arrangement) is required to inform LBB promptly and in any case no later than fourteen (14) days, after the occurrence of:
 - 3.24.1.1 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;
 - 3.24.1.2 Any changes to any other information provided to LBB as part of the Tender process; or

3.24.1.3 Any other change to its circumstances of the Bidder, 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.

3.24.2 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 Bidder 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 Bidder where the composition of the Bidder's Consortium has changed after the submission of their Selection Questionnaire.

3.25 Disclaimer

3.25.1 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 Bidder.

3.25.2 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 Procurement Documentation.

3.25.3 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 Procurement Documentation, or in any subsequent communications.

3.25.4 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.

3.25.5 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.

3.25.6 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 Bidders providing further information or supplementing and/or amending the procurement process for this tender.

3.25.7 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.

- 3.25.8 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.
- 3.25.9 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 a Contract at any time.

4. Tender Evaluation

4.1 Tender Evaluation Process

- 4.1.1 A rigorous and objective assessment of each Final Tender shall be made by the evaluation panel. The assessment of all aspects stated shall be recorded for audit purposes. The Final Tender stage process will ensure Suppliers are evaluated fairly against the pre-determined evaluation matrix.
- 4.1.2 Upon receipt, the Final Tender submission will remain unopened until after 12 noon on the day of the Submission Deadline.
- 4.1.3 Each Final Tender submission will be reviewed prior to evaluation of the Technical and Commercial capacity to ensure its completeness and compliance with the ISFT instructions. Incomplete or non-compliant submissions may be rejected prior to evaluation.
- 4.1.4 Only those Bidders that pass the pass/fail questions/compliances will be assessed against the Final Tender submission questions.
- 4.1.5 All Final 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 Final Tender submissions are individually evaluated, a moderation meeting will be held to ensure fair and consistent marking across the Final 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 Bidder'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. Evasive, unclear or hedged responses may be discounted in evaluation and may, at LBB's discretion, be taken as a rejection by the Bidder of the terms set out in this ISFT.
- 4.1.7 Bidders, both successful and unsuccessful, will have the opportunity to receive feedback regarding their Final Tender submission.

4.2 Tender Evaluation Criteria

- 4.2.1 The Final 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.
- 4.2.2 The evaluation of the Final Tender submissions received will be carried out by an evaluation panel made up of authorised representatives.
- 4.2.3 The Preferred Bidder 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 Final Tender submissions must be compliant in order to be considered and scored accordingly.
- 4.2.5 Only compliant Final 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. Further to the Clarification issued on 16 July 2019, the table below and Appendix A now both include the generic feedback which has been issued to all bidders by way of additional guidance on the questions 2.1 – 9.3.

Table A – Tender Evaluation Matrix

Technical 60%					
	Criteria	Criteria Weight.	Sub-Criteria	Sub-Criteria Weight	Guidance¹
1	CDM Requirements	Pass/ Fail	Q1. CDM Requirements	Mandatory See 4.3.1	
2	Delivery team	8%	Q2.1 Organisation Structure Chart	3%	Clear demonstration of commitment to provide the appropriate quantum and level (i.e. expertise) of resourcing during all stages of the project in order to deliver the Council's Requirements
			Q2.2 Capable Individuals	3%	Clear demonstration of your organisation's capability through provision of suitably qualified and experienced project team members to deliver the Council's Requirements.
			Q2.3 Retention of Skills and Capability	2%	Clear demonstration of your organisation's commitment to provide project team continuity for the whole life of the project, explaining how staff turnover will be managed and the resilience of your organisation to such change.
3	Design Assurance	12%	Q3.1 Design Assurance Plan	7%	Clear demonstration that your organisation understands NR's assurance process, the complex work sequence and integration with other projects to deliver the Council's Requirements, ensuring timescales are met without compromising NR's assurance processes and signoffs. Your response should also demonstrate your organisation's ability to maintain a Progressive Assurance plan to manage delivery of the Council's Requirements.
			Q3.2 Value Engineering	5%	Realistic Value Engineering proposals and the likelihood/probability of those translating into cost/programme savings and/or better delivery of Council's requirements throughout the project and the life of the asset.
4	Methodology	15%	Q4.1 Construction, Testing and Commissioning	12%	Comprehensive and robust methodology that demonstrates your organisation's understanding of and your ability to deliver the Council's requirements specifically taking into consideration all key project constraints and interfaces.

¹ See paragraph 4.2.6 above

			Q4.2 Handover Strategy	3%	Understanding of the council's and all stakeholders' requirements in relation to a Handover Strategy identifying all required handover tasks and approvals.
5	Programme for Delivery	10%	Q5.1 Programme	7%	A robust and feasible programme accompanied with narrative, demonstrating your organisation's understanding and ability to deliver the Council's requirements by May 2022.
			Q5.2 Possession Planning Management	3%	Understanding of the Network Rail's Possession planning requirements and how this will be planned and managed to deliver the programme
6	Delivery Risk	5%	Q6.1 Risk Register	3%	Ability to offer effective risk management and mitigation plans.
			Q6.2 Risk Identification and Mitigation	2%	Ability to identify additional key project risks and offer effective management and mitigation plans.
7	Social Value	3%	Q7 Social Value	3%	Commitment to Maximising Social, Economic and Environmental Value through the delivery of the project. You should confirm that your proposals will be supported by appropriate contractual commitments to this effect.
8	Stakeholder Mgt & comm.	2%	Q8 Stakeholder and Community	2%	Engage and manage stakeholders, the community and the client provision of customer services commitment and communication plan to deliver the Council's requirements.
9	HS&E Mgt	5%	Q9.1 Key Occupational Health Risks Areas	2%	Demonstrate your organisation's ability to provide Occupational Health and safety provisions suitable for the safe delivery of the project.
			Q9.2 HSE Risk Mitigation	2%	Demonstrate your organisation's ability to identify and mitigate HS&E risks suitable for the safe delivery of this project.
			Q9.3 Workforce Engagement	1%	Demonstrate your organisation's ability to consult and engage with staff/workforce in planning and implementing all required HS&E measures for the safe delivery of the project.
Commercial 40%					
10	Total Cost to Deliver the Works	35%	Complete in the Pricing document provided		See paragraph 4.6
11	Fee percentage	5%	Complete in the pricing document provided		See paragraph 4.8
12	Appendix E	Pass/Fail	Contractor mark up of draft Contract		Pass/Fail See paragraph 4.4

4.3 Mandatory requirement (Pass/Fail)

- 4.3.1 LBB requires Bidders 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 Bidders 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 Bidder's mark-up of the contractual documentation; or
 - The Bidder 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 Bidders 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 Bidder's tender will not be evaluated.

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 ISFT Questions in Appendix A and the weighting for each question. The Bidder 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 Final Tender submission. The written responses will be marked out of 5 and a weighting applied to achieve the weighting stated in **Table A**. All Final Tender submissions will be evaluated against the criteria set out in the Tender Evaluation Matrix in **Table A**.

4.5.3 As per the Clarification issued on 16 July 2019, reference to the 'requirements' in the scoring table below should be interpreted as including reference to the "Council's Requirements" at section 2 of the ITT.

Table B – Technical Method Statement Submission Scoring Principles

ScoreScoring Principles	
0	Unacceptable - Completely fails to meet requirements ² or does not provide a response.
1	Very poor - Response significantly fails to meet the requirements ³ , contains significant shortcomings or is inconsistent with other elements of the response.
2	Poor response - Response falls short of achieving expected requirements ⁴ in a number of identifiable respects.
3	Acceptable - Response meets the requirements ⁵ in most material respects but is lacking or inconsistent in others.
4	Very good - Response meets the requirements ⁶ in all material respects
5	Excellent - Response meets the requirements ⁷ in all material respects and exceeds some or all the requirements.

2-7 See paragraph 4.5.3 above

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 (Revision 4 as issued to bidders on 2 August 2019 to be completed in its entirety. The Bidder shall refer to the Preambles section of that 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. The Bidder is also to have regard to the Clarifications and should ensure that all Clarifications which affect the total cost to deliver the works are addressed within their final pricing submission either in an associated line item of the pricing document or the new commentary section which has been added to the relevant work area. No additional line items or commentary should be introduced other than as is required to address the Clarifications and tenders that seek to introduce additional items may, at the discretion of LBB, be deemed to be non-compliant and disqualified.
- 4.6.2 The Bidder 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 Bidder is to complete the possession schedule and NR supply chain organisation section of the pricing document in accordance with the Preambles. Bidders should have regard to the possessions guidance which was issued on 22 July 2019 and submit a possession schedule in accordance with that guidance.
- 4.6.4 The Bidder 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 Bidder 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 Bidders must not include any assumptions which have not been discussed and agreed with LBB. The agreed position on assumptions was confirmed to bidders in the Clarification titled 'Supplier specific responses to assumption and exclusion register' and any tenders that seek to introduce further assumptions may, at the discretion of LBB, be deemed to be non-compliant and disqualified.

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 Bidder 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 Bidder r 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:

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

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 Bidder 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 Bidder's submitted fee percentages will be the same if the Bidder 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	$1 - ((\text{TendFP} - \text{LowestFP}) / \text{LowestFP})$		1.00	0.70	0.50
Total %	5% of Total score		5.00%	3.50%	2.50%

5. Platform Construction Sequencing

- 5.1.1 As per the Clarification issued on 17 July 2019, LBB requires Bidders to submit their submissions based on the platform construction sequencing option known as Scenario 2. Please ignore all references to Scenario 1 in the Works Information/ Works Delivery.

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.
	Guidance (as per paragraph 4.2.6) Clear demonstration of commitment to provide the appropriate quantum and level (i.e. expertise) of resourcing during all stages of the project in order to deliver the Council's Requirements

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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Clear demonstration of your organisation's capability through provision of suitably qualified and experienced project team members to deliver the Council's Requirements.</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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Clear demonstration of your organisation's commitment to provide project team continuity for the whole life of the project, explaining how staff turnover will be managed and the resilience of your organisation to such change.</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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Clear demonstration that your organisation understands NR's assurance process, the complex work sequence and integration with other projects to deliver the Council's Requirements, ensuring timescales are met without compromising NR's assurance processes and signoffs. Your response should also demonstrate your organisation's ability to maintain a Progressive Assurance plan to manage delivery of the Council's Requirements.</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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Realistic Value Engineering proposals and the likelihood/probability of those translating into cost/programme savings and/or better delivery of Council's requirements throughout the project and the life of the asset.</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);

	<p>g) Proposed welfare / site set up facilities & locations;</p> <p>h) Proposals for provision of power to the works;</p> <p>i) Proposals for management of waste;</p> <p>j) Propose your testing and commissioning strategy (including proposed processes and regime) in readiness for asset handover;</p> <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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Comprehensive and robust methodology that demonstrates your organisation's understanding of and your ability to deliver the Council's requirements specifically taking into consideration all key project constraints and interfaces.</p>
4.2	<p>Handover strategy (3%):</p> <p>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.</p>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Understanding of the council's and all stakeholders' requirements in relation to a Handover Strategy identifying all required handover tasks and approvals.</p>

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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>A robust and feasible programme accompanied with narrative, demonstrating your organisation's understanding and ability to deliver the Council's requirements by May 2022.</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>
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	Guidance (as per paragraph 4.2.6) Understanding of the Network Rail's Possession planning requirements and how this will be planned and managed to deliver the programme

6	Delivery Risk Identification (5%):		
Q.	Risk Register (3%) 500 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. Guidance (as per paragraph 4.2.6) Ability to offer effective risk management and mitigation plans.		
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	Design & Construction	

	TOC, NR, BXS and / or other regulatory body.		
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.	Risk Identification and Mitigation: (2%) 500 word per mitigation strategy:		
6.2	<p>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.</p> <p>Guidance (as per paragraph 4.2.6)</p> <p>Ability to identify additional key project risks and offer effective management and mitigation plans.</p>		
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.
	Guidance (as per paragraph 4.2.6) Commitment to Maximising Social, Economic and Environmental Value through the delivery of the project. You should confirm that your proposals will be supported by appropriate contractual commitments to this effect.

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.

	<p>Guidance (as per paragraph 4.2.6)</p> <p>Engage and manage stakeholders, the community and the client provision of customer services commitment and communication plan to deliver the Council's requirements.</p>

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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Demonstrate your organisation's ability to provide Occupational Health and safety provisions suitable for the safe delivery of the project.</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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Demonstrate your organisation's ability to identify and mitigate HS&E risks suitable for the safe delivery of this project.</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>
	<p>Guidance (as per paragraph 4.2.6)</p> <p>Demonstrate your organisation's ability to consult and engage with staff/workforce in planning and implementing all required HS&E measures for the safe delivery of the project.</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, 2 Bristol Avenue, Colindale, London NW9 4EW (the "Council")

- (A) We certify that the information supplied in our Final Tender (FT) is accurate to the best of our knowledge.
- (B) We understand that false information could result in our Final Tender being rejected and not being considered by the Council.
- (C) We confirm that we accept the conditions and undertakings set out in the ISFT.
- (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 Bidder 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 Bidder 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 the Clarifications

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

We set out our comments below in the form agreed with LBB during the negotiation phase with no further amendments or revisions:

Contract Clause	Proposed 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, 2 Bristol Avenue,
Colindale, London NW9 4EW (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)