

**Procurement of the Infraco for the
Edinburgh Tram Network**

**Memorandum of Information and Pre-Qualification
Questionnaire**

6 March 2006

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CONTENTS

1.	INTRODUCTION	1
2.	BACKGROUND.....	2
3.	PROGRAMME.....	8
4.	OUTLINE OF THE WORKS, SERVICES AND SUPPLIES TO BE PROVIDED BY THE INFRACO	10
5.	GENERAL CONDITIONS RELEVANT TO PRE-QUALIFICATION QUESTIONNAIRE ("PQQ") SUBMISSIONS	12
6.	REQUIREMENTS OF PRE-QUALIFICATION QUESTIONNAIRE SUBMISSION.....	17
	INDEX TO SCHEDULES AND APPENDICES.....	18
	SCHEDULE 1	19
	THE PUBLIC WORKS CONTRACTS REGULATIONS 1991 (as amended).....	19
	SCHEDULE 2	20
	TENDER QUERY FORM.....	20
	SCHEDULE 3	21
	PQQ RESPONSE	21
	APPENDIX 1.....	30
	MEMORANDUM AND ARTICLES OF ASSOCIATION	30
	APPENDIX 2.....	31
	ANNUAL REPORTS.....	31
	APPENDIX 3.....	32
	EVIDENCE OF INSURANCES	32
	APPENDIX 4.....	33
	RELEVANT EXPERIENCE (INFRACO WORKS).....	33
	APPENDIX 5.....	37
	RELEVANT EXPERIENCE (INFRASTRUCTURE MAINTENANCE)	37
	APPENDIX 6.....	38
	RELEVANT EXPERIENCE (SUPPLIES).....	38
	APPENDIX 7.....	41
	RELEVANT EXPERIENCE (PROJECT MANAGEMENT)	41

APPENDIX 8.....	42
RELEVANT EXPERIENCE OF SUB-CONTRACTORS	42
APPENDIX 9.....	49
CVs 49	
APPENDIX 10.....	50
POLICIES	50

1. INTRODUCTION

Following the issue by **tie** of Prior Information Notice (reference number 2005/S 193-190097) and OJEU Notice (reference number 2006/S 20-021872) on 4 October 2005 and 27 January 2006, respectively, **tie** is issuing this Memorandum of Information/Pre-Qualification Questionnaire ("**MOI/PQQ**") to parties ("**PQQ Candidates**") interested in participating in the competition for the appointment of a contractor ("**Infraco**") responsible for carrying out and/or managing a comprehensive turnkey contract including the design, construction, installation, commissioning, tram procurement, system integration, infrastructure maintenance, tram maintenance and supply of related equipment and materials in respect of the Edinburgh Tram Network (as referred to in Section 2.4 below), trams and related infrastructure. The contract to be entered into between **tie** and the successful tenderer is referred to in this MOI/PQQ as the "**Infraco Contract**".

An outline of the works, services and supplies which it is currently anticipated will be required from the successful tenderer, is set out in Section 4 of this MOI/PQQ.

PQQ CANDIDATES ARE REQUIRED TO SUBMIT A COMPLETED PRE-QUALIFICATION QUESTIONNAIRE BY 3.00PM ON FRIDAY 31 MARCH 2006.

2. BACKGROUND

2.1 The Promoter of the Edinburgh Tram Network

The Promoter of the Edinburgh Tram Network is City of Edinburgh Council ("**CEC**") which is acting through its procurement agent, **tie**. **tie** is a wholly owned subsidiary of CEC which was incorporated in April 2002. **tie's** Board is made up of seven non-executive directors, four from the private sector, including the Chairman, and three from CEC.

tie is responsible for the development and implementation of the Edinburgh Tram Network. **tie** also has direct responsibility for the development, procurement and management of a number of other major projects, ranging in value from £10 million to in excess of £500 million.

2.2 The Parliamentary Process

CEC is seeking statutory powers to construct, operate and maintain the Edinburgh Tram Network through the Private Bill process in the Scottish Parliament. The Private Bills for Line One and Line Two of the Edinburgh Tram Network are currently being considered by the Scottish Parliament. It is anticipated that this Private Bill process, culminating in Royal Assent, could be complete during the first quarter of 2006. The parliamentary timetable, therefore, exerts influence on the project timetable.

These Private Bills will provide the statutory authority necessary to construct, operate and maintain Line One and Line Two of the Edinburgh Tram Network, and will also include powers of compulsory purchase. CEC as local transport authority will ultimately be the party which will receive legal powers under these Private Bills for the construction, operation and maintenance of the Edinburgh Tram Network. The promotion of these Private Bills is being managed by **tie**, reflecting **tie's** specific project delivery mandate and CEC's role as local transport authority.

It is **tie's** current expectation that the risks associated with the passage of the two Private Bills will have been removed prior to the issue of the Invitation to Negotiate ("ITN") for the Infraco Contract.

2.3 Local Transport Strategy ("LTS")

CEC's local transport strategy seeks to meet the transport needs of the City of Edinburgh through the continuing development of a transport system that facilitates city life rather than dominates it. CEC's current Local Transport Strategy published in March 2004 sets out a number of key aims:

- to improve safety for all road and transport users;
- to reduce the environmental impacts of travel and to support the local economy;
- to promote better health and fitness;
- to enhance social inclusion; and
- to maximise the role of streets as the focal point of Edinburgh's local communities, whose people can meet and shop and where, in the appropriate circumstances, children can play.

These aims reflect the five key Government criteria for transport policy of economy, environment, safety, accessibility and integration.

The LTS identifies a list of schemes as potential components of an investment package to achieve these aims.

The Edinburgh Tram Network is one such scheme.

In promoting the Edinburgh Tram Network, both CEC and **tie** aspire to create a transport facility which is of a standard equalling the best in Europe and which will reinforce Edinburgh's role as a European Capital City with a high quality environment recognised as a World Heritage Site. Consequently, the Edinburgh Tram Network must provide a system which is of a high calibre in both service and aesthetics and which integrates well with the urban streetscape, enhancing it rather than detracting from it.

The Edinburgh Tram Network will be an integral part of the overall public transport system for the City of Edinburgh. It is intended that there will be a high degree of co-ordination between tram services and existing public transport modes, facilitating ease of use and providing multiple opportunities for interchange. The Edinburgh Tram Network will provide an accessible mode of transportation for all users and specifically those with mobility or vision impairment.

The Edinburgh Tram Network is designed to facilitate and encourage economic growth in city centre areas and will promote investor confidence in these areas thus ensuring continued economic success for Edinburgh.

The challenge of the procurement process for the Edinburgh Tram Network is to achieve all these objectives efficiently and at a price which is affordable and provides value for money. It is anticipated that **tie's** delivery of a successful, high quality product will encourage car users to switch to the tram and thereby contribute towards reduction in traffic congestion in Edinburgh and underpin the growth of the tram and other modes of public transport.

2.4 The Edinburgh Tram Network

The Edinburgh Tram Network is being developed initially from the Private Bills which will give powers to develop a two line system comprising:

- Line One - A north Edinburgh loop connecting the city centre with Leith, Newhaven and Granton and passing through the Waterfront Development Area. The route, which comprises approximately 16km of double track and 23 stops, will run from Haymarket along the former Roseburn railway corridor, along the shore front to Ocean Terminal Shopping Centre and onwards to Leith returning to the city centre via Leith Walk. The route through the city centre to Haymarket, will be via Princes Street.
- Line Two - A western corridor from the city centre to the Gyle, Edinburgh Park, the Airport and Newbridge, with extensions possible in the future to Livingston or South Queensferry. The route comprises approximately 15 km of double track, the majority of which will be fully segregated from other traffic, and 14 stops. The preferred corridor approximately follows the main Edinburgh-Glasgow railway line between Haymarket and the new station at Edinburgh Park, then heads north west to the Gyle, Gogarburn, the Airport and Newbridge.

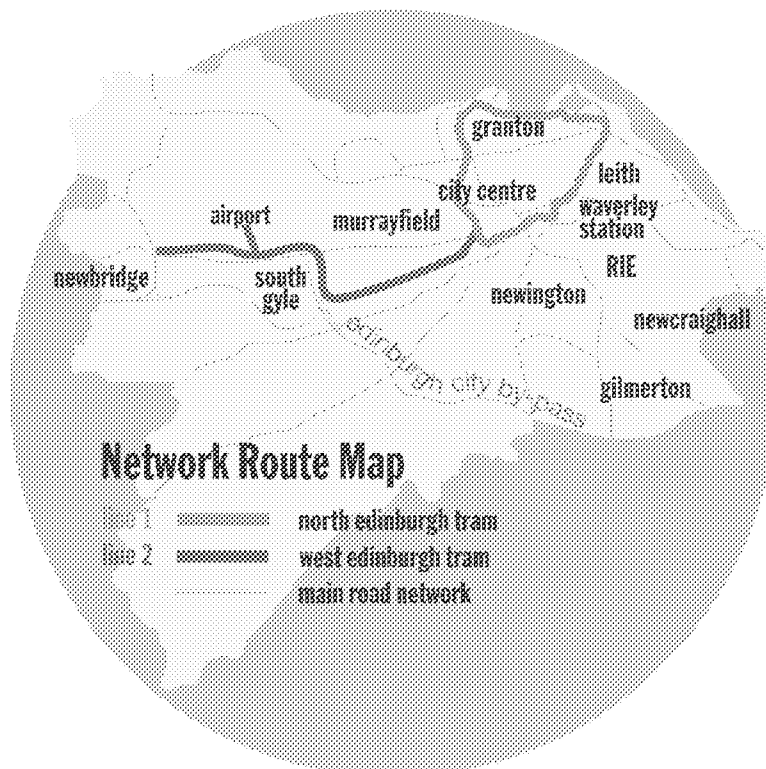
The Scottish Executive and CEC have developed a prioritisation of separable phases from within the two line system, as outlined below:

- (a) Phase 1a - Leith to Edinburgh Airport
- (b) Phase 1b – Roseburn to Granton
- (c) Phase 2 – Waterfront Granton to Leith
- (d) Phase 3 – Ingliston to Newbridge

Tenderers will be presented with documentation for those phases which **tie** believes will be affordable within the known funding constraints operating at the date of release of the ITN.

Further possible network expansion is also envisaged to this core system.

In context, the Edinburgh Tram Network can be represented as follows:-



2.5 Proposed Edinburgh Airport Rail Link

The proposed Edinburgh Airport Rail link ("**EARL**") will comprise a new rail link which will connect with the Edinburgh to Glasgow (EGM) line west of Edinburgh Park Station and north of Kirkliston on the Dalmeny chord. Services on the East Coast Main Line North will also be able to utilise the airport station from junctions at Gogar and at the connection to the old Port Edgar branch.

More specifically, the alignment will leave the EGM line west of the A720 City Bypass near Roddinglaw by a new grade-separated double track junction. A cutting will be required which will extend from the south of Frelands Road to under the A8. A tunnel portal will be located north of the Hilton Hotel. Twin tunnels will extend from this portal under the runway at Edinburgh Airport and

under the River Almond, with the railway surfacing east of Carlowrie Estate. The route will then cross the disused part of the Port Edgar railway, and then the Kirkliston to Carlowrie road. The route will then join the Winchburgh to Dalmeny chord via a flat double junction.

An additional line will connect from the East Coast Main Line North at Gogar progressing westerly in cutting. The line will then cross the Gogar Burn, before joining the airport section through Ingliston Junction. There will be a double track chord from the north tunnel portal joining the East Coast Main Line North by a flat junction towards Dalmeny and Fife. This section of the link will utilise part of the old Port Edgar railway from Carlowrie Cottages.

tie has undertaken and continues to undertake revenue and patronage modelling for both the Edinburgh Tram Network and the EARL projects. It is the view of the Scottish Executive, CEC and **tie** that these projects are and will remain mutually reinforcing given current forecast demands arising from Edinburgh Airport.

2.6 Working with tie's Advisory Team

tie has established an internal core team capable of managing the various consultancy commissions required to develop the Edinburgh Tram Network, including the management of the contracts for the supply of the fleet of trams required and the infrastructure needed to support the construction of the Edinburgh Tram Network. The successful tenderer will be required to engage and liaise in a proactive and integrated manner with **tie's** internal core team and **tie's** agents as well as the technical consultants who have been engaged by **tie**.

2.7 System Design Services

Parsons Brinckerhoff Limited ("**PB Limited**") has been engaged by **tie** to provide system design services ("**SDS**") and to develop a detailed design for Line One, Line Two and other aspects (as required) of the Edinburgh Tram Network. This detailed design is being developed from the substantial design and investigative work which has already been carried out for **tie** in support of the parliamentary process (currently underway for enabling legislation). **PB Limited** is also assisting **tie** and its advisers in various activities associated with land acquisition and compulsory purchase; relevant planning consents and permissions; traffic regulation orders; design of utilities diversions; stakeholder and other third party agreements. **PB Limited** is also undertaking comparative technology reviews so as to identify the most appropriate ways of delivering the functionality required of the tram system and its components. It is the current intention of **tie** that **PB Limited** will, in due course, be novated to the Infraco. **PB Limited** will, therefore, be required to provide services pre-novation to **tie**, and post-novation to the Infraco. A detailed brief of the services being provided by **PB Limited** and a copy of the executed **SDS Agreement** will be included within the ITN documentation to be issued by **tie** to the tenderers for the Infraco Contract.

2.8 Tram Supply and Maintenance

Under a separate procurement, **tie** is procuring the supply of the trams for the Edinburgh Tram Network, and the on-going maintenance of those trams. It is currently envisaged that around 26 trams will be required for the Edinburgh Tram Network. An option to acquire further trams to meet increased demand on, or future extension of, the Edinburgh Tram Network is also being sought. Tram fleet size consistent with the plan for separable phases will be presented within the ITN. It is currently anticipated that this competition will lead to the award of an agreement for the design, manufacture and supply of

trams, capital spares, special tools and associated equipment ("**Tram Supply Agreement**") and an agreement for the ongoing maintenance of such trams and the supply of tram consumable spares ("**Tram Maintenance Agreement**"). On execution of the Infraco Contract, it is currently proposed that the Tram Supply Agreement and the Tram Maintenance Agreement will each be novated to Infraco.

The tram supplier will be expected to deliver the trams to Infraco following the novation of the Tram Supply Agreement. The tram supplier will be required to liaise closely with PB Limited in relation to the detailed design of all interfaces with the trams, and with Infraco in relation to various matters, including the installation of certain on-board equipment to be supplied by Infraco (e.g. supervisory and communications equipment), the co-ordination of supply of the trams within the overall construction and commissioning programme, the commissioning of the trams and assistance with the management of the interface with other parts of the system. The tram supplier may also supply related installations, equipment and services including electrical and mechanical systems, supervisory and communications equipment (including virtual loop and GPS positioning systems), tram control equipment and depot equipment.

The tram supplier will also be required to supply maintenance services (including maintenance vehicles) and tram consumable spares (with spares being supplied for up to 30 years from the commencement of passenger carrying operations). The period during which tram maintenance services are to be provided could be up to the proposed 30 years of the trams' expected life.

During the tender process it is **tie's** current intention to test different contract durations via mandatory variant tenders and then determine during the CARP/BaFO period what the absolute durations for both the Tram Maintenance Contract and the Infraco Contract will be. In both contracts, it is **tie's** current view that the minimum duration shall be not less than six years.

2.9 Utilities Diversions

A separate procurement is also taking place for major works relating to utilities diversions under a single contract to be known as the Multi-Utilities Diversion Framework Agreement ("**MUDFA**"). The MUDFA works will consist largely of civil engineering works, but will also include other works and services, as required by **tie**, to divert and/or alter a range of utilities in connection with the Edinburgh Tram Network. It is currently anticipated that the successful MUDFA contractor will be required to divert or alter the following utilities: foul water, potable water, gas, power and communications.

The MUDFA works will be carried out in advance of and in conjunction with the implementation of the Infraco Contract. Under the MUDFA, there will be a design interface with PB Limited. The successful Infraco will be required by the Infraco Contract to liaise with the MUDFA contractor and co-ordinate the works stipulated under the Infraco Contract with the utilities diversion works being carried out under the MUDFA.

tie has included within MUDFA the option to undertake certain EARL utility diversion works. The MUDFA contract will remain with **tie**.

2.10 Operations

tie appointed Transdev Edinburgh Tram Limited ("**Transdev**") in 2004 to support the development of and the planned procurements of the various

elements of the Edinburgh Tram Network, and Transdev will be the eventual operator of the commissioned Edinburgh Tram Network. The successful Infraco will be required by the Infraco Contract to liaise with Transdev in respect of the commissioning procedures to be carried out under the Infraco Contract and the contract entered into between **tie** and Transdev. It is currently intended that the Infraco and Transdev will enter into a contract (designated as the Commissioning Services Agreement or CSA) under which Transdev will supply drivers and other services to the Infraco in order for commissioning to take place.

3. PROGRAMME

3.1 Outline Timetable

A more detailed project programme will be included within the invitation to negotiate documentation to be issued by **tie**. Key programme and tender dates are set out below. Please note that these dates are illustrative at this stage and in some cases, are subject to the outcome of the Parliamentary process.

- Private Bills for Line One and Line Two were introduced to the Scottish Parliament in January 2004. Two parliamentary committees have been considering these Private Bills. One bill is currently at the consideration stage and the other is approaching the final stage. Details are available at:

<http://www.scottish.parliament.uk/business/bills/index.htm>.

- Completed PQQ submissions to be returned to **tie** by 3.00pm GMT on 31 March 2006.
- Announcement of pre-qualified candidates in April 2006.
- Royal Assent could be achieved in the first quarter of 2006 for Lines One and Two.
- Invitation to negotiate documentation (including draft Infraco Contract) issued on 25 April 2006.
- Tenders to be returned to **tie** by 3.00pm GMT on 1 September 2006.
- Announcement of two tenderers selected to proceed to clarification and refinement process ("**CARP**") in November 2006.
- Invitation to submit a best and final offer ("**BAFO**") first quarter of 2007.
- Anticipated contract award 1 July 2007.
- Anticipated works completion date 2010.

3.2 The Process

It is currently anticipated that the principal steps in the procurement by **tie** of the Infraco Contract will comprise the following:

- submission of completed PQQ submissions by PQQ Candidates;
- the pre-qualification of from 3 to 5 PQQ Candidates;
- the submission by pre-qualified tenderers of fully detailed tenders in response to invitation to negotiate documentation to be issued by **tie**;
- clarification and negotiation in relation to these tenders;
- the selection of 2 tenderers who **tie** will take through a clarification and refinement process to close out all issues in relation to the tenders. It is anticipated that this process will involve the release of

additional information to the 2 selected tenderers and an invitation to submit a BAFO; and

- entering into the Infraco Contract between **tie** and the successful tenderer.

4. **OUTLINE OF THE WORKS, SERVICES AND SUPPLIES TO BE PROVIDED BY THE INFRACO**

A detailed brief of the works, services and supplies required from the Infraco will be included within the invitation to negotiate documentation to be issued by **tie**. Set out below is a summary of some of the works, services and supplies which it is currently anticipated the Infraco will be required to provide under the terms of the Infraco Contract.

- to construct the Edinburgh Tram Network;
- to procure and install all materials and equipment required for the complete operating Edinburgh Tram Network;
- to carry out and/or manage to completion, the design of the Edinburgh Tram Network through the novated System Design Services contract;
- to obtain any outstanding approvals and consents (for example, planning consents and traffic regulation orders);
- to manage the delivery of trams through the novated Tram Supply Agreement;
- to integrate, test and commission the Edinburgh Tram Network, including trams, using the services of the future operator, Transdev, who will act as a sub-contractor to Infraco for that phase of the works;
- to carry out such tests as may be necessary to demonstrate that the completed Edinburgh Tram Network meets the performance specifications for the system;
- to carry out the trial running of the Edinburgh Tram Network utilising the services of the future operator, Transdev, so as to demonstrate to the relevant statutory agencies that the Edinburgh Tram Network is safe and fit to open for passenger carrying service;
- to provide all documentation and supporting information that may be required by the statutory agencies to gain the required approvals to construct, test, operate, and maintain the Edinburgh Tram Network;
- to maintain the infrastructure of the Edinburgh Tram Network after opening for passenger carrying service and thereafter throughout the duration of the Infraco Contract;
- to manage the maintenance of trams through the novated Tram Maintenance Agreement over the term of the Infraco maintenance and defects rectifications period only;
- to supply all documentation required to support all statutory requirements plus comprehensive as-built design documentation;
- to supply comprehensive documentation to support Edinburgh Tram Network maintenance and training documentation;
- to provide such training as is necessary for the operator, the tram supplier, any other parties who may be required to work on the Edinburgh Tram Network to safely carry out their contractual obligations;
- to provide such spare parts as are necessary to ensure the long term availability of the Edinburgh Tram Network;
- to provide such special tools, plant, and test equipment that are necessary to ensure the long term availability of the Network; and

- to provide competent and comprehensive management services to ensure that all of the above is delivered in a timely and safe manner taking due regard to the necessity to keep all stakeholders fully informed.

PQQ Candidates should note that the terms and conditions of contract which the successful Infraco will be required to enter into with **tie** contains a variation mechanism and that the scope of works and services described above may be varied and that such variation could, at **tie's** absolute discretion, include the Infraco carrying out works or providing services or supplies in relation to the Edinburgh Airport Rail Link project.

5. GENERAL CONDITIONS RELEVANT TO PRE-QUALIFICATION QUESTIONNAIRE ("PQQ") SUBMISSIONS

5.1 Selection

tie proposes to invite from 3 to 5 parties to submit tenders for the award of the Infraco Contract.

Tenderers will be selected from those who make a PQQ submission to **tie** in accordance with this MOI/PQQ. PQQ submissions must fulfil the requirements set out in Section 6 of this MOI/PQQ and will be assessed in accordance with Regulations 14 to 17 (inclusive) of The Public Works Contracts Regulations 1991 (as amended).

5.2 Submission of PQQ Conditions Letter and Delivery of PQQ submissions

PQQ Candidates must return to **tie** a signed version of the covering letter issued with this MOI/PQQ by 10 March 2006.

Five bound copies, together with 1 unbound copy and 1 electronic copy on CD of each PQQ submission must be returned in a sealed unmarked envelope to **tie** for the attention of Ian Kendall, **tie** Limited, Verity House, 19 Haymarket Yards, Edinburgh EH12 5BH by 3.00pm GMT on 31 March 2006. **tie** reserves the right not to proceed to evaluate any Pre-Qualification submission received by **tie** past this deadline, compliance with which is the sole responsibility of interested parties (including obtaining evidence of safe receipt by **tie**). Nevertheless, **tie** expressly reserves the right, in its absolute discretion, to treat any PQQ submission as valid and to proceed with the inclusion of a PQQ Candidate notwithstanding any procedural defect in relation to a submission in respect of this MOI/PQQ.

5.3 Confidentiality, Collusion and Corruption

PQQ Candidates are reminded of the undertakings they have given to **tie** in the confidentiality and non-collusion letters which have been returned to **tie**. Any party suspected of being in breach of these provisions may be excluded from the process, without prejudice to any other rights which might arise or remedies that **tie** may have.

The information contained in this MOI/PQQ and any additional information provided by **tie** pursuant to Section 5.13 below shall not be used, copied, disclosed or disseminated for any purpose other than participation in this procurement competition for the award of the Infraco Contract. PQQ Candidates are required to keep all information (including their participation in the submission of a response to this MOI/PQQ) confidential save to the extent that disclosure is necessary for their participation in this procurement competition in respect of the Infraco Contract.

5.4 Freedom of Information

For the purposes of the Freedom of Information (Scotland) Act 2002 (the "Act"), **tie** is a "public authority" within the meaning of the Act and is, therefore, subject to the provisions of the Act. This means that any person who makes a valid request for information held by **tie** will be entitled to receive it, unless all or part of that information can be withheld as a result of the application of one or more of the exemptions in the Act. Accordingly, and in compliance with the Act, **tie** may be required to disclose any material, information, data, records, drawings or other records provided by PQQ Candidates in response to this MOI/PQQ. Information that is designated by

PQQ Candidates as "commercial in confidence" will not necessarily protect such information from disclosure.

5.5 Copyright

The copyright in this MOI/PQQ and its related materials belong to **tie**. PQQ Candidates shall not reproduce the MOI/PQQ in any form (including photocopying or storing by electronic means) without the specific written permission of **tie**, other than for the purposes of preparing a PQQ submission. This MOI/PQQ (and any supplemental documents issued at any time) are and shall remain the property of **tie** which is entitled to demand their return and/or destruction at any time.

5.6 Status of Information

The information contained within this MOI/PQQ has been prepared in good faith. The statements, facts and information contained in this MOI/PQQ (and any supplemental documents issued at any time) are not represented as exhaustive and neither their completeness, reasonableness, permanence nor accuracy is warranted or guaranteed by **tie**. PQQ Candidates are required to carry out their own enquiries and assessment of such information. Neither **tie**, its advisers, CEC or any other party shall be liable for any loss or damage suffered as a result of reliance by any party on any such statement.

5.7 Invitations to Negotiate

Parties who are invited to negotiate will be required to commit to the terms and conditions of the Invitation to Negotiate documentation and to submit a form of offer which will cover issues such as non-collusion and confidentiality. Tenderers will be invited to tender on the basis of a tender validity period of 12 months.

5.8 Revisions by tie to the MOI/PQQ

tie reserves the right to make revisions to this MOI/PQQ and any associated documents at any time. No additional time in relation to submission deadlines for the PQQ submissions will be granted, following notification of any such revision, unless PQQ Candidates are expressly notified of any extension by **tie**.

5.9 Procedural Variations

Each of the steps set out in Section 3 of this MOI/PQQ is indicative only. **tie** reserves the right not to award the Infraco Contract as a result of the procurement process initiated by the advert for this contract and to make whatever changes **tie** sees fit to the context, process, timing and structure of the procurement process. No additional time in relation to submission deadlines for the PQQ submission will be granted, following notification of any such changes, unless the PQQ Candidates are expressly notified of any extension by **tie**.

5.10 Award of Contract

The successful tenderer will be required to commit to the terms and conditions in the Infraco Contract and any ancillary documents to be entered into in connection with either of those agreements. Drafts of the Infraco Contract and ancillary documents (if any) will be included with the invitation to negotiate documentation. The successful tenderer will be required to formally accept any of **tie's** requirements as to duty of care, parent company guarantees, bonds, collateral warranties and conflicts of interest which will be

set out in the Infraco Contract and/or in the invitation to negotiate documentation.

5.11 Publicity and media statements

PQQ Candidates must obtain **tie's** prior written approval (on form, content and purpose) before any statements or other disclosures regarding this MOI/PQQ and participation in the procurement competition generally are made to the press, media, industry journals or into any other public domain (including seminars, conferences and parties' own promotional or technical literature and internal and external intranet or website). Failure to obtain **tie's** prior written approval may result in curtailment of further participation in this procurement process. It shall be PQQ Candidates' responsibility to ensure that any statement or disclosure, if approved by **tie**, is used in a manner which does not depart materially from the form and content so approved.

5.12 Disqualification

Any breach of the requirements of this Section 5 or the confidentiality and non-collusion letter, or the commission of any offence under the Prevention of Corruption Acts 1889 to 1916 by a PQQ Candidate or anyone employed by it or acting on its behalf (whether such breach or offence is with or without the knowledge of the PQQ Candidate) or the giving of any fee or reward the receipt of which is an offence under sub-section (2) of Section 68 of the Local Government (Scotland) Act 1973 in respect of the procurement process in relation to, or the award of, the Infraco Contract, shall entitle **tie** to disqualify the PQQ Candidate.

5.13 Enquiries and communications

PQQ Candidates are required to observe the following protocol for obtaining further information or clarification on all matters arising during the procurement process:

5.13.1 All queries/communications from PQQ Candidates to **tie** must be in writing and addressed to:

DLA Piper Rudnick Gray Cary Scotland LLP
Collins House
Rutland Square
Edinburgh
EH1 2AA

(For the attention of: Pamela McKerrall)
E-mail address: pamela.mckerrall@dlapiper.com
Telephone: +44(0)131 242 5559

Each communication should clearly state that it relates to this MOI/PQQ and should be dated.

5.13.2 PQQ Candidates shall submit queries by submitting a Tender Query Form (in the format set out in Schedule 2 of this MOI/PQQ. PQQ Candidates may view some queries/communications as commercially confidential. If a PQQ Candidate believes that a query/communication is commercially confidential, that PQQ Candidate must mark the query/communication as commercially confidential, giving reasons. If **tie** considers, in its absolute discretion, that it is able to answer the query/communication on an exclusive and confidential basis, then it will do so. If **tie** considers, in its absolute discretion, that it cannot provide an answer on a

confidential basis, it will notify the PQQ Candidate and that PQQ Candidate will have the opportunity to withdraw the query/communication. If that PQQ Candidate does not withdraw the query/communication, the query/communication and the response may, in **tie's** absolute discretion, be released (without attribution) to all participants in the competition in a MOI/PQQ update.

5.13.3 All requests for clarification during the MOI/PQQ response preparation period must be received in writing by **tie** at the address detailed in section 5.13.1 no later than 12 noon GMT on 24 March 2006. **tie** reserves the right not to respond to any requests received after that time and date. Neither **tie** nor DLA Piper Rudnick Gray Cary Scotland LLP shall be responsible in any way to PQQ Candidates as a result of any delay or failure in answering any query or any decision not to answer a query/communication (either in full or in part) or to treat any query as not confidential (if such query/communication is not withdrawn). Absence of a response from **tie** shall not entitle you to make assumptions or to qualify your response to this MOI/PQQ.

5.14 Conflict of Interest

PQQ Candidates are instructed to ensure that their participation in this procurement competition and their appointment, if successful, as the Infraco (and their use of any advisers, consultants or sub-contractors) has not and will not create any conflict of interest or any situation which might compromise **tie's** duty to manage an open, fair, non-discriminatory and competitive procurement process and **tie's** or CEC's interests generally. Any conflict or potential conflict should be reported to **tie** immediately and **tie's** decision on the matter shall be final.

5.15 No Liability for Costs

Each PQQ Candidate shall be solely responsible for all costs, expenses and liabilities incurred in connection with the preparation and submission of any indication of interest, tender or other offer or dealing relating to the proposed or actual award of the Infraco Contract and all related applications, negotiations or transactions, whether or not it is pre-qualified, invited to submit a tender or awarded the Infraco Contract.

tie (and its advisers), CEC, the Scottish Executive and/or the Scottish Ministers shall not, under any circumstances, be liable for any costs howsoever incurred by those participating in this procurement competition or otherwise.

5.16 tie Clarifications

tie reserves the right to seek clarification at any time on any matter (including any aspect of any response to this MOI/PQQ following submission) from those involved in this procurement competition.

5.17 Change in Composition of PQQ Candidates/Pre-Qualified Tenderer

In the event that a PQQ Candidate/pre-qualified tenderer alters its composition or legal character after pre-qualifying, **tie** reserves the right to require any proposed reconstituted participant to make another pre-qualification submission in the form set out in Section 6 of this MOI/PQQ, for re-evaluation in accordance with the criteria used in relation to the evaluation of the original PQQ submission.

PQQ Candidates/pre-qualified tenderers are required to inform **tie** immediately of any changes to the information provided in their PQQ submission. **tie** reserves the right to withdraw the pre-qualification of a PQQ Candidate/pre-qualified tenderer at any time, if **tie** believes that the PQQ Candidate/pre-qualified tenderer no longer has the required economic and financial standing or technical capacity, or the participant is otherwise ineligible in terms of Regulation 14 of the Public Works Contracts Regulations 1991 (as amended).

5.18 Debrief

Unsuccessful PQQ Candidates may request a debriefing from **tie**. **tie** reserves the discretion in respect of determining the form and content of any debriefing.

6. REQUIREMENTS OF PRE-QUALIFICATION QUESTIONNAIRE SUBMISSION

PQQ submissions should be bound together in a single volume in the tabular form set out in Schedule 3, with a front cover bearing the project title and your name prominent. PQQ Candidates are required in their PQQ submissions to set out their response to questions 1, 7, 15, 18, 19, 20, 21, 22, 24 and 29.1 using the format set out in Appendices 1 to 10 of Schedule 3 to this MOI/PQQ (as appropriate). Pages should be numbered sequentially, font size must be at least 10 point throughout and one page equals one side of A4. References to "consortium" include incorporated and unincorporated entities including joint ventures.

Save as required by Schedule 3 of this MOI/PQQ, no other documents or information should be submitted with the completed PQQ submission.

INDEX TO SCHEDULES AND APPENDICES

Schedule 1	Extract from The Public Works Contracts Regulations 1991 (as amended)
Schedule 2	Tender Query Form
Schedule 3	PQQ Response Appendices
Appendix 1	Memorandum and Articles of Association (Question 1)
Appendix 2	Annual Reports and Accounts (Question 7)
Appendix 3	Evidence of Insurances (Question 15)
Appendix 4	Relevant Experience (Infraco Works) (Question 18)
Appendix 5	Relevant Experience (Infrastructure Maintenance) (Question 19)
Appendix 6	Relevant Experiences (Supplies) (Question 20)
Appendix 7	Relevant Experience (Project Management) (Question 21)
Appendix 8	Relevant Experience (Sub-Contractors) (Question 22)
Appendix 9	CVs (Question 24)
Appendix 10	Policies (Question 29.1)

SCHEDULE 1

THE PUBLIC WORKS CONTRACTS REGULATIONS 1991 (as amended)

Criteria for rejection of contractors

14. -(1) A contracting authority may treat a contractor as ineligible to tender for or to be included amongst those persons from whom it will make the selection of persons to be invited to tender for or to negotiate, a public works contract in accordance with regulations 11(7), 12(4) and 13(7) above, or decide not to select a contractor to tender for or to negotiate a public works contract in accordance with regulations 12(5) and 13(8), on one of the following grounds, namely that the contractor:-

- (a) being an individual is bankrupt or has had a receiving order or administration order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other State;
- (b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;
- (c) being a company has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purposes of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of proceedings for any of the above procedures or is the subject of similar procedures under the law of any other State;
- (d) has been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has committed an act of grave misconduct in the course of his business or profession;
- (f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the contractor is established;
- (g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom (or the relevant State in which the contractor is established);
- (h) is guilty of serious misrepresentation in providing any information required of him under this regulation and regulations 15, 16 and 17; or
- (i) subject to paragraphs (5) and (6) below, is not registered on the professional or trade register of the member State in which the contractor is established under the conditions laid down by that State.

**SCHEDULE 2
TENDER QUERY FORM**

PQQ Candidate:	Query No:	
Commercial in Confidence	Yes/No	
If yes, please provide reasons		
Clarification Reference No:	[To be inserted by tie]	
Query:		
Signed:		Date:
Position:		
Response		
Signed:		Date:
Position:		

SCHEDULE 3
PQQ RESPONSE

A	ORGANISATIONAL
1.	Name and nature of your organisation (e.g. company, partnership, joint venture etc.) including: registered number; registered office/principal place of business; website URL; list of shareholders holding more than 3% of capital; nature of business; management structure; list of current directors (detailing home address) and copy of Memorandum and Articles of Association.
	See Appendix 1
2.	Contact name, address, telephone and facsimile numbers and e-mail address
3.	If you are bidding as a consortium, the names and legal status of each of your constituent members together with the information requested in question 1 above. Please supply a comprehensive description of the consortium structure showing the governance structure, management structure, roles, rights and obligations, and lead representative. Please confirm if there is a formal agreement between consortium members and outline its terms.
4.	Where applicable, the name of your (or if a consortium provide for each member) ultimate holding company including: registered number; registered office/principal place of business; website URL; nature of business; list of current directors (detailing home address); list of shareholders holding more than 3% of capital and copies of Memorandum and Articles of Association
5.	Where applicable, details of any groups of companies to which you (or if a consortium provide for each member) belong.
6.	Provide details of any actual or perceived conflicts of interest and/or commercial sensitivities in providing the required works, supplies and services to tie , and explain how you would intend to deal with any such conflicts and/or commercial sensitivities. Please also take into account any conflicts of interest which may arise as a result of your selection of sub-contractors (if any).

B	ECONOMIC AND FINANCIAL STANDING	
7.	<p>Provide annual reports and audited accounts for each of the last three years for the bidding organisation (or if a consortium, provide for each member). The audited accounts should be on a consolidated basis, where applicable, and should be prepared in accordance with the relevant Generally Accepted Accounting Principles..</p> <p>Where the last financial year's report and accounts are unaudited, draft accounts and an interim report for that year should be provided.</p> <p>The annual reports and audited accounts of the ultimate parent company(s) also should be supplied for the last three years. These may be used as the basis of the assessment of financial standing of the company, the parent company and/or each consortium member. The parent company(s) may in tie's absolute discretion be required to guarantee the obligations of the PQQ Candidate under the Infraco Contract.</p>	
	See Appendix 2	
8.	<p>If the most recent accounts provided in response to question 7 are more than six months old, confirmation that the bidding and parent organisations as described in the accounts is still trading is required. Provide a statement of turnover for the parent organisation(s) since the last set of audited accounts and indicate whether such a statement has been externally audited / verified.</p>	
9.	<p>Provide a statement of the overall turnover for the bidding organisation and of the turnover in respect of the provision of works, services and supplies of the type to be provided in relation to the Edinburgh Tram Network project (as understood from the OJEU Notice issued by tie on 27 January 2006) for each of the last three financial years.</p>	
10.	<p>Provide a statement of turnover for the previous three financial years in each of the following areas (double counting of turnover in the different capability areas is permitted):</p>	
	10.1	overall turnover of the parent organisation(s) (must reconcile with audited accounts);
	10.2	overall turnover of the parent organisation(s) for all projects involving light rail, heavy rail and highways;

	10.3	turnover of the parent organisation(s) in the UK for light rail and heavy rail permanent way projects;
	10.4	turnover of the parent organisation(s) in the UK for highways projects;
11.		Provide the name and address of the principal banker (if appropriate) of your organisation and/or each consortium member (and/or parent company as appropriate).
12.		Please provide the following information for your organisation (or each consortium member) and/or parent company as appropriate:
	12.1	total financing and bonding facilities and the element thereof currently unutilised. Please confirm that bonding capacity exists or is likely to exist to a value of 10% of the contract sum (currently expected to be in the range of £300-500m);
	12.2	any prospectus or business plan issued in the last three years;
	12.3	listing particulars and announcements issued in the last three years under the listing rules of any recognised investment exchange;
	12.4	details of any outstanding, pending or threatened claims, disputes or litigation or arbitration where the potential liability exceeds £500,000 or an appropriate negative statement;
	12.5	details of any material adverse changes in your business, corporate structure or financial or trading standing since the date of the last set of audited accounts or which is likely to take effect within the next twelve months; and

	12.6	details of any material post balance sheet event after the date of approval of the last audited financial statements and a statement whether the PQQ Candidate is contemplating a likely business acquisition or disposal, joint venture or partnership arrangement which may have a material effect on its financial or technical capacity to participate in the Infraco Contract.
	12.7	details of any event between the date on which the latest set of accounts were authorised for issue and the date of this PQQ submission which, had the accounts not been authorised for issue until the PQQ submission date, would have required to be adjusted for, or disclosed in accordance with the provisions of International Accounting Standard ("IAS") 10;
13.		For the organisation (or each consortium member) or parent company as appropriate, please state whether any contract, if awarded, or any sub-contract could be supported by any indemnity/guarantee from another party such as parent company, co-venture, bank or insurance company, with details of type of support and parties involved.
14.	14.1	Please identify any existing financial commitments or liabilities which could impact adversely upon your ability to meet the requirements in relation to this project or provide an appropriate negative statement.
	14.2	Please state whether you have been subject to formal enforcement action in relation to breach of any legal or regulatory requirement over the last three years or provide an appropriate negative statement.
15.		Give evidence comprising confirmation of the insured party, insurer, existing policy number, level of cover, next renewal date of policy, and any further relevant details of your existing insurances including Public Liability, Professional Indemnity and Employer's Liability Insurances. Please provide appropriate evidence in Appendix 3.
		See Appendix 3

16.	Please supply details of any notification involving any professional indemnity and third party claims in excess of £100,000 to your insurers, former insurers or Board (including those self-funded) within the last three years comprising a brief summary of the incident, project, claimant, estimated or agreed value, date of incident and status.
17.	It is tie's current intention to put in place an Owner Controlled Insurance Programme (" OCIP ") in respect of various project insurances including Construction All Risks (excluding Plant & Equipment), Public Liability, DSU, Material Damage and Business Interruption to cover the period of the works and at least 2 years of the operational phase which draws on the use of experienced Infraco resources in claims management. Please provide a 1 page summary of your experience of working within an OCIP outlining the client, scheme, degree of involvement, success factors and key management issues that were considered.
C	TECHNICAL CAPACITY
18	<p>Please provide information to demonstrate your relevant experience within the last 5 years of works of a similar nature to those that will be required under the Infraco Contract. Your experience should be set out using the table in Appendix 4 and should encompass your experience in the light rail and heavy rail sectors with regard to the following areas:</p> <ul style="list-style-type: none"> • track works; • civil and highway engineering works (including tunnelling); • design; • systems integration including electrical and mechanical subsystems and civil works; • railway or tramway commissioning; • management of railway or tramway maintenance; and • working with tram and heavy rail operators <p>Please identify your client, the contact details for each client (as references may be sought), your exact role, the dates on which these works were carried out, the approximate value of these works, details of the works and confirm whether the provision of these works is completed. If the works are not complete, please give an indication as to the date of anticipated completion. Please limit this information to a maximum of 30 pages.</p>
	See Appendix 4

<p>19.</p>	<p>Please provide information to demonstrate your relevant experience within the last 5 years of infrastructure maintenance works. Your experience should be set out using the table in Appendix 5 and should encompass your experience in the following areas:</p> <ul style="list-style-type: none"> • Inspection, maintenance and renewal of tramway or heavy rail permanent way; • Inspection, maintenance and renewal of overhead line equipment; • Inspection, testing, maintenance and renewal of substation equipment including transformers, rectifiers, and switchgear; • Inspection, testing, maintenance and renewal of ticket machines and ticketing systems; • Inspection, testing, maintenance, and renewal of tramway or heavy rail control and communications systems including public announcement and display equipment; and • Inspection, testing, maintenance and renewal of railway or tramway depot plant and machinery <p>Please identify your client, the contact details for each client (as references may be sought), your exact role including whether the works are/were against performance/availability targets or plans provided by others, the dates on which these works were carried out, the approximate value of these works, details of the works and confirm whether the provision of these works is completed or ongoing. If the works are not complete, please give an indication as to the date of anticipated completion. Please limit this information to a maximum of 30 pages.</p>
	<p>See Appendix 5</p>
<p>20.</p>	<p>Please provide information to demonstrate your relevant experience with in the last 5 years of being responsible for the supply of:</p> <ul style="list-style-type: none"> • overhead line equipment; • rail and road signalling, control and communications systems; • ticket machines and ticketing systems; • lighting systems; • power supply equipment including substations; and • depot and workshop equipment. <p>In your submission, please provide details of the supply and identify your client (as references may be sought), dates related to delivery and the monetary payment received. Please limit this information to a maximum of 30 pages.</p>
	<p>See Appendix 6</p>

21.	Please provide information to demonstrate the relevant experience of your company or consortium within the last 5 years in project managing large, complex, city-wide works programmes, requiring an interface with multiple stakeholders, approval bodies and members of the public. Your experience should be set out using the table in Appendix 7. Please identify your client, the contact details for each client (as references may be sought), your exact role, the dates on which these works were carried out, the approximate value of these works, details of the works and confirm whether the provision of these works is completed. If the works are not complete, please give an indication as to the date of anticipated completion. Please list this information to a maximum of 20 pages.
	See Appendix 7
22.	In the event that you will sub-contract elements of the Infraco works, services and supplies described in Section 4 of this MOI/PQQ and referred to in questions 18, 19 and 20 of this MOI/PQQ, please give details of how much of the works and services will be sub-contracted and provide the names of the proposed sub-contractors. A summary of the experience of the sub-contractors who you are proposing to engage should be provided. These details and experience should be set out using the table in Appendix 8. Response to this question should be no more than 20 pages in length.
	See Appendix 8
23.	Please provide a summary of your average annual manpower and management staff over the last three years (including number of staff in the United Kingdom (including geographical breakdown)).
24.	Please provide CVs (maximum length of 1 sheet of A4 for each CV) of your key personnel including the project manager, site manager, commercial manager, design co-ordination manager, systems integration manager, planning manager, safety manager, quality manager, civil engineers, mechanical engineers, electrical engineers, trackwork engineers, testing and commissioning manager and clerk of works, who will be provided by you to undertake the Infraco works. This should include any key personnel who will be provided on a sub-contracting basis by you. These CVs should demonstrate that your proposed personnel are appropriately qualified, experienced and certified (where appropriate) The maximum length of your response should be 30 sheets of A4. Please also provide an organisation chart explaining how you propose to utilise these key personnel and structure your team. Please also confirm the availability of your key personnel and whether they are currently employed by you or if not that you have equal alternatives. tie reserves the right to enquire directly of nominated personnel as to their employment status.
	See Appendix 9

25.	Please provide a statement of specialist tools, heavy plant and technical equipment owned by your organisation and/or any technical services available to you for carrying out the works and services likely to be performed under the Infraco Contract. This statement should be no more than 5 pages in length.
26.	Please provide details of the quality and environmental management systems of your company or consortium which will be relevant to the Infraco Contract. This should include details of your available management resources, capabilities and skills including experience of maintaining safety standards on light rail, heavy rail, or similar systems, preparing, administering and implementing safety cases for such systems and obtaining licences, consents and approvals from regulators of such systems including safety approvals to bring light rail and heavy rail rolling stock and systems into passenger carrying operation; experience of delivery of light rail systems as part of high quality urban design projects and experience of maintaining passenger light rail systems, heavy railway systems or other public transport systems. Your response in respect of this system should include evidence of the practical application of these systems in relation to documentation, programme control and systems integration and be no more than 30 sheets of A4.
	In the event that you are proposing a consortium please provide a management plan describing how the ISO accreditation of the constituent organisations would work in the combined group
27.	Please provide details of how your company or consortium monitors its health and safety policy and procedures. Provide health and safety records to cover any breach of health and safety legislation, any health and safety related prosecutions, any reportable incidents under RIDDOR, and your record on accident frequency for the last 3 years. The response to this question should be no more than 20 sheets of A4.
28.	Regulation 14 of The Public Works Contracts Regulations 1991 (as amended) applies to the pre-qualification process. Please confirm that the matters listed in sub-paragraphs (a) to (i) of Regulation 14(1) do not apply, and have not in the past applied to you. If these matters do or have in the past applied to you, please give details. Please see Schedule 1 of this MOI/PQQ which sets out Regulation 14(1).
29.	The following formal data is also required (unless already submitted to tie within the last six months):
29.1	your policies regarding equal opportunities, sex and race discrimination, health and safety at work, continuous professional development and training of staff; and
	See Appendix 10

	29.2	details of your accreditation or certification by recognised quality assurance agencies (or other agencies of recognised competence) and relevant technical certification bodies, and details of any environmental accreditation.
D	NECESSARY PRECONDITIONS & REGULATORY APPROVALS	
30.	Details of any requirements to obtain approval from shareholders, or from any governmental, competition law or regulatory authority in any jurisdiction, as a necessary pre-condition to entering into the Infraco Contract.	
E	NATURE OF COMMITMENT TO THE AGREEMENT	
31.	Has the PQQ Candidate or any connected party submitted any expression of interest, indicative proposal or other proposal, or does the PQQ Candidate propose to submit any expression of interest, indicative proposal or other proposal, in relation to any other light rail projects or other like contract, the decision in relation to which could have a potential impact on the PQQ Candidate's commitment to this opportunity? If so please provide details:	

We certify that the information provided in our PQQ submission (including Appendices) is true, complete, accurate and not misleading.

..... Signature
..... Print Name
..... Date
..... Position of Authorised Signatory Within Organisation

NB: This Pre-Qualification submission must be signed by the authorised signatories of all members of the PQQ Candidate, giving full names and addresses of each member as well as the name and title of the signatory. Evidence of the authority of the signatory must be provided in all cases in the form of a certified board resolution for each member or, if a single company, that company.

APPENDIX 1
MEMORANDUM AND ARTICLES OF ASSOCIATION
[TO BE INSERTED BY PQQ CANDIDATES]

APPENDIX 2
ANNUAL REPORTS
[TO BE INSERTED BY PQQ CANDIDATES]

APPENDIX 3
EVIDENCE OF INSURANCES
[TO BE INSERTED BY PQQ CANDIDATES]

APPENDIX 4

RELEVANT EXPERIENCE (INFRACO WORKS)

(IF A CONSORTIUM, THE TABLE SHOULD BE USED FOR EACH CONSORTIUM MEMBER)

Track Works				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works
Civil and Highway Engineering Works (including tunnelling)				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

Design				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works
Systems Integration including Electrical and Mechanical Subsystems and Civil Works				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

Railway or Tramway Commissioning				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works
Management of Railway or Tramway Maintenance				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

Working with Tram and Heavy Rail Operators				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

APPENDIX 5

RELEVANT EXPERIENCE (INFRASTRUCTURE MAINTENANCE)

(IF A CONSORTIUM, THE TABLE SHOULD BE USED FOR EACH CONSORTIUM MEMBER)

Infrastructure Maintenance				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

APPENDIX 6

RELEVANT EXPERIENCE (SUPPLIES)

Overhead Line Equipment			
Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which supplies made	Value
Rail and Road Signalling, Control and Communication Systems			
Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which supplies made	Value

Ticket Machines and Ticketing Systems			
Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which supplies made	Value
Lighting Systems			
Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which supplies made	Value
Power Supply Equipment including Substations			
Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which supplies made	Consideration Received

Depot and Workshop Equipment			
Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which supplies made	Value

APPENDIX 7

RELEVANT EXPERIENCE (PROJECT MANAGEMENT)

(IF A CONSORTIUM, THE TABLE SHOULD BE USED FOR EACH CONSORTIUM MEMBER)

Project Management				
Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

APPENDIX 8

RELEVANT EXPERIENCE OF SUB-CONTRACTORS

Track Works						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works
Civil and Highway Engineering Works (including tunnelling)						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

Design						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works
Systems Integration including Electrical and Mechanical Subsystems and Civil Works						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

Railway or Tramway Commissioning						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works
Management of Railway or Tramway Maintenance						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

Infrastructure Maintenance						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works
Working with Tram and Heavy Rail Operators						
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Role	Start and Completion Dates (including anticipated completion date, if not complete)	Value	Details of Works

Overhead Line Equipment					
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which Supplies made	Value
Rail and Road Signalling, Control and Communication Systems					
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which Supplies made	Value

Ticket Machines and Ticketing Systems					
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which Supplies made	Value
Lighting Systems					
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which Supplies made	Value

Power Supply Equipment including Substations					
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which Supplies made	Value
Depot and Workshop Equipment					
Name of Sub-Contractor and Contact Details	% of this part of the Infraco Works to be undertaken by the Sub-Contractor	Client and Contact Details	Details of Supply	Date of Start of Commission and Time Period of which Supplies made	Value

APPENDIX 9

CVs

[TO BE INSERTED BY PQQ CANDIDATES USING THE PRO-FORMA BELOW]

Name			
Current Employer			
Professional Qualifications			
Availability			
Relevant Experience to the Infraco Contract			
Project	Role and Responsibility (including identity of employer)	From	To

APPENDIX 10

POLICIES

[TO BE INSERTED BY PQQ CANDIDATES]