

INVITATION TO TENDER (ITT)

Implementation Audit of Transport Model Development & Analysis

Ref : HS2/644

Instructions for Tenderers

V1.01

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1 Introduction

1.1 The HS2 Project

- 1.1.1 High Speed Two ('**HS2**') is the Government's proposal for a new, high speed, north-south railway. Phase One will connect London with Birmingham and the West Midlands; Phase Two will extend the route to Manchester, Leeds and beyond.
- 1.1.2 It is the most ambitious infrastructure project in the UK, and the first new railway north of London in over 120 years. It will be fully integrated with the country's transport networks, boosting capacity and connectivity. It will support the creation of homes and jobs and unlock the collective potential of the UK regions.
- 1.1.3 HS2 is supported by the main political parties and at the very top levels of Government. On 21 November 2013, the High Speed Rail Preparation (Paving) Act received Royal Assent. Among other things, the Act allows expenditure on essential preparatory work - including construction design - on Phase One and Phase Two.
- 1.1.4 Also in November 2013, a hybrid Bill was deposited in Parliament to request the powers necessary to construct, operate and maintain Phase One. The hybrid Bill is expected to receive Royal Assent by the end of 2016. Construction will commence in 2017, with the first passenger services running in 2026.
- 1.1.5 In November 2015 the Government announced their commitment to completing the full 'Y' network from Birmingham to Manchester on the Western Leg, and to Leeds, via the East Midlands and South Yorkshire on the Eastern Leg. This included confirmation of the accelerated route from Birmingham to a North West hub at Crewe by 2027, six years earlier than initially planned.

1.2 High Speed Two (HS2) Limited

- 1.2.1 High Speed Two (HS2) Limited ('**HS2 Ltd**') is the company responsible for developing and delivering this high speed network. Formed in 2009, it is wholly owned by the Department for Transport ('**DfT**').
- 1.2.2 In March 2014, Sir David Higgins assumed the full-time role of Chairman of the HS2 Ltd. With extensive experience from Network Rail and as Chief Executive of the Olympic Delivery Authority, Sir David has reiterated that HS2 will be delivered on time and that the budget can be made to work. He has also called for HS2 Ltd, its partners in Government and those in the supply chain to seize the opportunities presented by this unique project and to be bold and ambitious in driving their plans forward, maximising the value to the country as a whole.
- 1.2.3 HS2 Ltd has published 8 Strategic Goals for the HS2 Programme as shown in Table 1 - HS2 Strategic Goals:

Table 1 - HS2 Strategic Goals	
Topic Area	Strategic Goal
1. Health, safety & security	"We will design, build and operate the railway to the highest safety standards"
2. On-time	"We will deliver all the benefits of HS2 on time"
3. On-budget	"We will keep HS2 on budget by relentlessly focussing on control of costs and driving value"
4. Designed for the passenger	"We will deliver a modern transport solution that is reliable, seamless and easy to use for all passengers, and well integrated with existing transport systems"

Table 1 - HS2 Strategic Goals	
Topic Area	Strategic Goal
5. Vibrant city regions	"Working in partnership with Britain's city regions, we will create great places to live and work throughout the country"
6. Environment	"We will be an exemplar project that is built and operates sustainably, responsibly and respectfully of the communities, wildlife and places affected by HS2"
7. Benchmark for delivery and operational excellence	"We will seize the opportunity to transform how we design and build major projects and operate railways"
8. Skills & employment	"Working with our External Providers, we will build a skilled workforce that fuels further economic growth across the UK"

1.2.4 Further information on HS2 and HS2 Ltd can be found at www.hs2.org.uk.

2 Contract Strategy

2.1 Purposes of the Procurement

- 2.1.1 HS2 Ltd intends to procure an independent Implementation Audit of Transport Model Development and Analysis services (hereinafter referred to as the '**Services**').
- 2.1.2 The Services will be shared and used by HS2 Ltd and the DfT (hereinafter referred to as the '**Customer**').
- 2.1.3 Participation in this competition is restricted to firms accredited by Achilles Information Limited ('**Achilles**') as an approved supplier under the Rail Industry Supplier Qualification Scheme ('**RISQS**').
- 2.1.4 Tenders are invited from all firms holding a valid RISQS '**Certificate of Verification**' for product code 07.12.04 – Operational Planning, except those directly conflicted by contracts with HS2 Ltd to develop, or analyse, the Transport Model.
- 2.1.5 Organisations not currently listed on RISQS may put themselves forward for accreditation by Achilles for by following this [link](#).
- 2.1.6 Firms registered on RISQS, but not registered as an approved supplier for product code 07.12.04 – Operational Planning, should contact the Achilles to discuss any additional accreditation requirements.
- 2.1.7 The purpose of the procurement is to identify a provider of the services whose Tender represents, from the point of view of the Customer, the most economically advantageous solution for the delivery of the Services.
- 2.1.8 The Customer intends to award a single Contract to a single entity (hereinafter referred to as the '**External Provider**') for a period of 3 years 10 months from 01st June 2016¹ until 31st March 2020 (or until each of the Services has been carried out to the satisfaction of the Customer).
- 2.1.9 The Customer reserves the right to amend the contract duration at any time.

2.2 Structure of these Instructions

- 2.2.1 These Instructions for Tenderers ('**Instructions**') contain:
 - a. Information pertaining to the Customer and the HS2 project (Section 1);
 - b. information pertaining to the Contract Strategy (Section 2);
 - c. information pertaining to Health and Safety (Section 3);
 - d. information pertaining to Equality, Diversity and Inclusion (Section 4)
 - e. the Customer's Commercial Strategy (Section 5);
 - f. an explanation of the ITT process and timescales (Section 6);
 - g. a description of the Tender documents required (Section 7);
 - h. guidance on how the Customer will evaluate the Tender responses (Section 8);
 - i. a description of the Contract Award process (Section 9); and
 - j. legal aspects of this ITT (Section 10).

¹ The current Independent Audit contract ends on 30th June 2016, the start date indicated allows one (1) month handover in the event of a change in External Provider of these Services.

2.2.2 Tenderers should note that these Instructions make reference to the following additional documents, which are available to download through the Customer's 'e-Sourcing Portal':

- a. Qualification Templates ('Appendix A') incorporating:
 - Form of Tender template (Appendix A: Part 1);
 - Certificate of Bona Fide Tender template (Appendix A: Part 2);
 - ITT Amendments template (Appendix A: Part 3);
 - Schedule of Qualifications template (Appendix A: Part 4); and
 - Commercially Sensitive Information template (Appendix A: Part 5);
- b. Terms and Conditions of Contract ('Appendix B');
- c. Confidentiality Agreement ('Appendix C');
- d. Travel and Subsistence Policy ('Appendix D');
- e. Equality, Diversity, Inclusion and Labour Relations ('Appendix E');
- f. Schedule of Requirements ('Appendix F');
- g. Excel Resource and Pricing Schedule templates ('Appendix G') incorporating:
 - Unpriced Resource Schedule (To6b – Resource Allocation)
 - Priced Resource Schedule (Co1 – Priced Resource); and
 - Commercial Proposal including Day Rates (Co2 – Commercial Proposal); and
- h. 'Safe at Heart' – HS2 Ltd's Health and Safety Commitments ('Appendix H').

2.3 Procurement Timetable

2.3.1 The Customer's indicative procurement timetable is set out in Table 2 below.

Table 2 – Timetable for Procurement	
Action	Indicative Dates
Issue of ITT	1 March 2016
External Provider Briefing	15 March 2016
Clarification Question Deadline	24 March 2016
Deadline for the Receipt of Tenders	6 April 2016
Interviews	12 April 2016
Notification of Contract Award Decision	13 May 2016
Contract Award Date	27 May 2016
Contract Commencement Date / Handover Commences ²	1 June 2016
Current Contract Ends / Completion of Handover	30 June 2016

² Only in the event of a change of External Provider.

- 2.3.2 The Customer reserves the right, at its' sole discretion, to amend these timescales at any time by notifying Tenderers through the e-Sourcing portal.

3 Health and Safety

3.1 Safe at Heart



- 3.1.1 Health and safety is at the heart of everything that HS2 Ltd does – see further Safe at Heart, HS2 Ltd's Health and Safety Commitments attached as Appendix H.
- 3.1.2 Good health and safety performance is a critical measure of success in achieving our mission to build a new high-speed railway to better connect people across Britain. As such, it is one of our core values, a key component of our overarching delivery strategy and one of our seven organisational strategic goals.
- 3.1.3 For us health and safety means caring for our workforce, our passengers and the public, by creating an environment where no one gets hurt. In terms of the behaviours and culture we are building it means:
- Making safety our first consideration;
 - acting now to mitigate risks wherever and whenever they occur;
 - speaking up and intervening if something is unsafe; and
 - taking responsibility for our own and others' health, safety and wellbeing.

3.2 Strategic Principles

- 3.2.1 HS2 Ltd's approach, the way in which we test our decisions, and the framework for our strategic deliverables, is built upon a series of strategic principles:
- An Holistic Approach**
 - Safety will not be a bolt on – but is at the heart of everything we do. We will only design, build and operate a railway to the highest health and safety standards if we always make safety our first consideration. We will, therefore, integrate safety into everything we do, making it an integral part of the way we make decisions and operate our business.
 - Our belief**
 - Safety is one of our core values, and we have committed that we will never compromise on health and safety. Everyone working on the project has the right to go home unharmed.
 - Delivering a High Speed Railway**

- We have the opportunity, and the duty, to develop, by design, a modern railway that manages risks to the health and safety of our collective workforce, the travelling public and anyone likely to come into contact with our operations.
- d. **Developing HS2 Ltd to be a Safe Organisation**
 - As well as delivering a railway system that of which safety is an integral part - High Speed 2 is a Safety Critical Organisation designing, developing and ultimately operating the future High Speed railway. It is, therefore, essential we build on our Safety Value to develop a culture, both internally and across our supply chain, where safety really is always front of mind.
- e. **Personal Accountability**
 - We will create an environment in which everyone feels able to speak-up and intervene if something is unsafe, no matter what their role or employer. Everyone will understand their personal accountabilities for health and safety, and will be empowered to take responsibility for their own and others' health safety and wellbeing.
- f. **Safety Leadership**
 - We will provide visible health and safety leadership, setting the standard and expectations for health and safety management and behaviours across the programme scope and impacting on the industry as a whole. We will authentically role model our safety value by caring for our workforce, our passengers and the public, creating an environment where no one gets hurt.
- g. **View Health like Safety**
 - We will proactively promote health in all aspects of the programme life-cycle. We will drive the visibility and conversations around health to raise the profile across HS2 and make sure that health, like safety, is front of mind in the decision that we make.
- h. **Safe Decision Making**
 - We will develop a culture where health and safety is our first consideration, where we make safe decisions and act to mitigate risks wherever and whenever they occur. There will, of course, be challenges on cost and programme. We believe that safety and performance go hand-in-hand, and that by making 'whole-life-safe' decisions, these will ultimately drive the best outcomes for HS2.

3.3 Focus Areas and Strategic Commitments

3.3.1 We have identified seven areas of focus where we can believe we can make the most difference:

- a. Workforce safety;
- b. public and neighbour safety;
- c. occupational health and wellbeing;
- d. safety by design;
- e. safe procurement;
- f. operations safety; and
- g. SMART assurance

3.3.2 We have developed a series of outputs against each of these areas, 21 tangible and measurable Commitments that demonstrate we care for our workforce, our future passengers, our neighbours, and for the public. These Commitments identify the outcomes in health and safety

that HS2 Ltd will achieve over the next 10 years of the programme, across all elements within the programme lifecycle.

- 3.3.3 Tenderers should demonstrate how they would support the Customers' Health and Safety vision and indicate any accreditation standards that they meet (e.g. BS OHSAS 18001, ISO 45001 or recognised international equivalent).

4 Equality, Diversity & Inclusion and Labour Relations

4.1 Purpose

- 4.1.1 HS2 Ltd recognises the diversity of the population of the UK and our equality, diversity and inclusion ('EDI') policy addresses the need for inclusion in our workforce during the planning, design, construction and operation of the High Speed Two (HS2) project.

4.2 Principles

- 4.2.1 The HS2 project will be a catalyst for the delivery of transport systems and infrastructure that will be inclusive by:
- Engaging with all stakeholders fairly;
 - delivering value through effective management of the design; and
 - building and operating a safe, sustainable and reliable system to provide exceptional levels of service to passengers.
- 4.2.2 HS2 Ltd will embed equality, diversity and inclusion in all its activities.
- 4.2.3 Working with stakeholders, including:
- Other transport providers;
 - affected parties including but not limited to tenants, landowners and occupiers;
 - communities;
 - staff;
 - contractors;
 - local and national government; and
 - industry.
- 4.2.4 Approaching our activities proactively by:
- Minimising the potential for discrimination, harassment and bullying;
 - seeking out opportunities to promote inclusive development;
 - seeking out the views of stakeholders; and
 - seeking to ensure that people with protected characteristics do not experience disproportionate disadvantage as a result of the planning, design, construction and operation of the HS2 project
- 4.2.5 Creating opportunities for local, disadvantaged and underrepresented people and companies to benefit from the investment in HS2 Ltd by
- Increasing equal opportunity, skills and employment;
 - promoting equal outcomes in the services that the HS2 project will provide;
 - promoting the effectiveness of HS2 Ltd's EDI policy;
 - developing targets to measure progress; and
 - monitoring the implementation of the policy through the achievement of the targets.

4.3 EDI Policy

- 4.3.1 HS2 Ltd's EDI policy (supplied as Appendix E) applies to all employees including consultants, temporary workers, agency staff, secondees and other third parties working on HS2 Ltd premises on or behalf of HS2 Ltd.
- 4.3.2 It lets us address the needs of people and communities who have protected characteristics as specified by the Equality Act 2010.
- 4.3.3 HS2 Ltd's EDI policy will be fulfilled through the HS2 Ltd's Management System.
- 4.3.4 Suppliers and third parties will be required to implement HS2 Ltd's equality policy through contracts and agreements developed with HS2 Ltd.
- 4.3.5 For further information please see:
 - Appendix E: Equality, Diversity, Inclusion and Labour Relations; and
 - <https://www.gov.uk/government/organisations/high-speed-two-limited/about/equality-and-diversity>.

5 Commercial strategy

5.1 Implementation audit of transport model development and model analysis

- 5.1.1 The PLANET Framework Model ('**PFM**') is designed, maintained and used to forecast the impact on demand, revenue and benefits of rail schemes such as HS2. It is based on a model originally developed by the Strategic Rail Authority to support their high speed line study in 2001 but since then the model has been extensively developed, fully re-estimated and updated by HS2 Ltd.
- 5.1.2 The model is subject to regular updates of inputs and development of methodology to support internal and published demand and economic analysis. Recent model development requirements have included updates to base demand matrices, the "do-minimum" train service specifications, and a number of enhancements to the methodologies and processes involved in creating and maintaining the model.
- 5.1.3 Model development and day to day model use risks introducing human error or corruption of calculations. Incorrect or weak modelling could undermine both HS2 Ltd's reputation and support for the project. HS2 Ltd has therefore established a multi-layered quality assurance ('**QA**') regime to ensure our models and analysis are evidence based, transparent, results are understood and there are no material errors. Model audit to verify the implementation of model development and analysis is in line with the documented method and inputs is a key part of our QA regime and helps to ensure HS2 Ltd complies with DfT's QA guidance, "Strength in Numbers³."
- 5.1.4 The intention is to seek an External Provider of transport model audit services, who is demonstrably independent of any conflicting model development and analysis both at contract award and for the duration of the contract. The need for these services is anticipated to continue until approval of the Phase 2 Hybrid Bill, towards the end of the current Parliament.
- 5.1.5 Model audit will concern new transport models developed and used by HS2 Ltd and incremental enhancements and use of PFM. Note the existing version of the model has been the subject of a full and thorough audit. The Customer anticipates that the audit will be delivered by a small audit team focused at any point of time on one or two suitably skilled individuals whom HS2 Ltd terms the '**Embedded Auditor(s)**'.
- 5.1.6 The development of PFM may range from redesigning the architecture of the model, to more detailed and tailored data outputs that can be used by a wider variety of analytical stakeholders. The Customer further expects to see a greater degree of automation and/or Business Intelligence systems in the processes used, with less reliance on manual intervention, given the maturation of the modelling process.
- 5.1.7 In future, as HS2 Ltd's forecasting and modelling needs evolve, HS2 Ltd may wish to explore forecasting models other than PFM, therefore this contract should not limit itself to audit of PFM even though this would be the primary focus of the work over the next 1-2 years.
- 5.1.8 Day to day delivery of the audit contract will be managed by using the AGILE methodology, which has proven itself as an effective approach to delivering small and large scale structural enhancements to the PFM.
- 5.1.9 Known requirements for the transport model analysis contract will include:
- a. Producing the HS2 Economic Case for both phase 1 and phase 2 (a and b);

³ <https://www.gov.uk/government/publications/dft-analytical-assurance-framework-strength-in-numbers>

- b. informing the Strategic Case for HS2 by undertaking economic analysis of strategic alternatives and informing how classic line services might be re-specified with HS2;
- c. route refinement work for HS2 Phase 1 and Phase 2 for HS2 Ltd by assessing the economic impact of different services, stations or routes; and
- d. input into the Commercial and Financial Cases for HS2, Northern Powerhouse Rail and improving analysis of impacts in Scotland.

5.1.10 Further information on PFM development, analysis and audit can be found at:
<https://www.gov.uk/government/collections/hs2-economics>.

5.2 Desired relationship with the External Provider

- 5.2.1 The Customer will seek to form a relationship with the External Provider based on a clear understanding of respective roles and responsibilities.
- 5.2.2 Further, the Customer will seek a collaborative relationship based on the principles of:
- a. Transparency and fairness of process;
 - b. disclosure of information;
 - c. identification and pre-emption of delivery risks;
 - d. rapid resolution of issues based on 'Agile' and "fix-first, argue later" ethos;
 - e. delivery of the approved solution to time/in budget given the very short timescale; and
 - f. a value-for-money solution.

5.3 Contract milestones

- 5.3.1 This work is critical to the delivery of HS2's commitment to communicate the types of supply chain opportunities open to all Tier 2 businesses and below. A summary of Key Contract milestones is set out in Table 3.

Table 3 – Key Contract Milestones	
Contract Milestones	Indicative Timescales
Contract Commencement Date / Handover Commences	16 May 2016
Current Contract Ends / Completion of Handover	30 June 2016
Phase 2b (Strategic Outline Business Case)	Autumn 2016
Phase 1 FBC (Full Business Case)	Winter 2016
Phase 2a OBC (Outline Business Case)	Autumn 2017
Phase 2b OBC (Outline Business Case)	Autumn 2018
Phase 2a FBC (Full Business Case)	Winter 2019

5.4 Pricing and proposed fees

5.4.1 The Customer will be awarded as:

- a. a capped price contract, or a combination of fixed or capped costs for the specific deliverables; and/or
- b. time and materials basis, i.e. Day Rates, for any additional events not included within Table 3 – Key Contract Milestones.

5.4.2 Travel and Subsistence payments will be reimbursed to the Tenderer's Key Personnel in line with the Customer's Travel and Subsistence policy (Appendix D).

5.4.3 Payments **will not be made** in respect of:

- a. normal office overheads (e.g. hard copy reports, photocopying and postage etc.);
- b. internal supervision or checking the work of junior team members where the duplication of effort provides no demonstrable added value to the Customer;
- c. two or more Key Personnel at any one meeting without prior written agreement from the client;
- d. travelling time; or
- e. travel and subsistence within the M25 area.

5.5 Contract terms and conditions

5.5.1 Any contract arising from this tender process shall be subject to English law and the exclusive jurisdiction of the courts of England and shall comprise the following documents:

- a. The Contract Terms and Conditions (Appendix B);
- b. the Schedule of Requirements (Appendix F) as returned to the Customer with the External Provider's Tender;
- c. the Clarifications Bulletin;
- d. the Schedule of Qualifications as returned to the Customer with the External Provider's Tender;
- e. the External Provider's Technical Envelope as returned to the Customer with the External Provider's Tender; and
- f. the External Provider's Commercial Envelope as returned to the Customer with the External Provider's Tender.

5.5.2 In the event of any conflict between any of the documents they shall be afforded the order of precedence shown above.

6 ITT process

6.1 Customer's Single Point of Contact

- 6.1.1 Tenderers must not approach any of the Customer's staff except where expressly permitted by this ITT.
- 6.1.2 The Customer's Procurement Lead is Bernard vanHaeften who shall be the single point of contact to whom all communication concerning this ITT should be directed. The Procurement Manager may only be contacted via the Customer's e-Sourcing portal. Communications transmitted via any other means (for example by email, fax, telephone or in person) or to other Customer's employees may not be accepted nor responded to.
- 6.1.3 Failure to comply with this communications protocol may result in the tenderer being disqualified from the competition.

6.2 e-Sourcing Portal

- 6.2.1 The Customer's [e-Sourcing Portal](#) is hosted by BravoSolution.
- 6.2.2 Tenderers who encounter any technical problems with the operation of the e-Sourcing portal may contact the portal helpdesk on 0800 368 4850 or help@bravosolution.co.uk. All other queries and clarifications (for example questions concerning the content of the ITT, the nature of the documents requested or the procurement process) must be transmitted to the Customer using the secure messaging system within the e-Sourcing Portal.
- 6.2.3 Within the e-Sourcing Portal, Tenderers must specify a main contact person to whom all communication regarding the ITT will be directed. It is the responsibility of Tenderers to manage access rights to the e-Sourcing Portal messaging system to ensure communication between the Customer and the Tenderer is effective, and that suitable cover is provided, for example during periods when the Tenderer's main contact person is absent.

6.3 Issue of ITT

- 6.3.1 This ITT and any related documents and/or amendments shall only be made available through the e-Sourcing portal. It is the responsibility of Tenderers to ensure that they have downloaded and read all the relevant files. All files are important and contain information which may have a considerable bearing on the success of the Tender Response. A list of all relevant files is provided within paragraph 2.2.
- 6.3.2 Either in response to requests for additional information or clarifications in respect of this ITT, or in its own right, the Customer may modify the ITT in any respect, by way of clarification, addition, deletion or otherwise, prior to the deadline for the receipt of Tenders.
- 6.3.3 Any alterations, additions or deletions to the Tender documents shall be issued in the form of supplementary documents, which shall form part of the Contract.

6.4 Additional Information and Tenderer's Clarification Queries

- 6.4.1 Additional information, clarification questions about the Contract requirement, the Contract Terms and Conditions, or about the content of the ITT must be submitted by the Tenderer at the earliest opportunity by the secure messaging system in the e-Sourcing portal (see further paragraph 6.2) and in any event by the clarification deadline set out within the Procurement Timetable (Table 2).

- 6.4.2 The Customer will respond to all reasonable clarifications as soon as possible by issuing a clarifications log, which will be transmitted to all Tenderers, listing Tenderers' questions and the Customer's response to them.
- 6.4.3 To ensure transparency and equality, the Customer will only accept confidential questions by exception.
- 6.4.4 Should the Tenderer wish the Customer to treat a clarification as confidential it must clearly indicate their request when submitting the clarification along with their rationale for the need for confidentiality. If, in the exclusive opinion of the Customer, the clarification is not deemed confidential, the Customer will inform the Tenderer, and the Tenderer shall have an opportunity to withdraw the query. If the query is not withdrawn, both the Tenderer's question and the Customer's response will be issued to all Tenderers.

6.5 Tender Submission

- 6.5.1 All documents must be submitted via the e-Sourcing portal and must be received no later than the time and date set out in the Procurement Timetable (Table 2). Tenderers are advised to allow sufficient time for the upload to be concluded prior to the deadline, as the e-Sourcing portal may prevent any part uploads concluding and may not allow late submissions.
- 6.5.2 Using the e-Sourcing portal, Tenderers are first required to upload all documents which comprise their Tender, and then to publish the entire Tender. Before publishing, Tenderers should therefore check the entire response to ensure all files have been uploaded.
- 6.5.3 The e-Sourcing portal will inform Tenderers when they have successfully submitted their response.
- 6.5.4 Full details of the documents which Tenders must comprise are provided in Section 7.
- 6.5.5 Variant bids will not be accepted.
- 6.5.6 Tenderers who choose not to respond are kindly requested to simply log onto the e-Sourcing portal and reject the ITT.

6.6 Additional Information Required by the Customer

- 6.6.1 The Customer reserves the right to seek further information or evidence for the purposes of confirming or clarifying any aspect of the content of a Tender.
- 6.6.2 The Customer reserves the right, at its sole discretion, to request a Parent Company Guarantee and/or some other financial or performance guarantee.

6.7 Notification of Contract award decision

- 6.7.1 The Customer will notify all Tenderers of the outcome of this procurement via the e-Sourcing portal.

6.8 Contract Set-Up

- 6.8.1 In the event of your Tender being successful, the Contract between the Customer and your organisation will only come into existence following notification to you in writing.

7 Structure of Compliant Tender

7.1 General

7.1.1 Completed Tenders comprise of three elements:

- a. The Qualification Envelope which sets-out the Customer's minimum expectations of the Tenderer's Corporate Governance; Conflicts of Interest; Equality, Diversity and Inclusion; and Health & Safety policies & procedures. When submitting their proposal Tenderers must include the following files in this envelope (templates provided in Appendix A):
 - Confirmation of the Tenderer's Professional Indemnity Insurance cover;
 - Completed and duly authorised Form of Tender;
 - Certificate of Bona Fide Tender;
 - ITT Amendments;
 - Schedule of Qualifications;
 - Commercially Sensitive Information;
 - Completed and duly authorised Confidentiality Agreement; and
 - If appropriate, Heads of Terms agreement(s) with 3rd parties (file name: [name⁴] Heads of Terms).
- b. The Technical Envelope which invites the Tenderer to demonstrate their suitability to deliver the Services (see further Table 5). When submitting their proposal Tenderers must include the following files in this envelope:
 - The Tenderer's introduction to their proposal (file name: To0a [name⁴] Executive Summary) and Schedule of Assumptions (file name: To0b [name⁴] Assumptions);
 - Quality assurance of audit conclusions (file names: To1a [name⁴] Quality Assurance and To1b: [name⁴] Draft Audit Sign off Letter);
 - Experience and capability of assuring transport model development and analysis (file name: To2 [name⁴] Assurance Case Studies);
 - Experience and capability establishing and maintaining transport model audit best practice (file name: To3 [name⁴] Assurance Best Practice);
 - Project control process, capacity, capability and succession planning (file name: To4 [name⁴] Project Control);
 - Project team structure (file names: To5 [name⁴] Project Team);
 - Proposed Key Personnel CVs (file names: To6a [name⁴] Key Personnel CVs); and
 - Unpriced Resource Schedule (file name: To6b [name⁴] Resource Allocation).
- c. The Commercial Envelope containing pricing and proposed resourcing. When submitting their proposal Tenderers must include the following file in this envelope:
 - Priced Resource Schedule (file name: Co1 [name⁴] Priced Resource Schedule); and
 - Commercial Proposal including day rates (file name: Co2 [name⁴] Commercial Proposal).

⁴ Tenderer's company name

- 7.1.2 Each envelope can be accessed via the e-Sourcing portal and is clearly marked.
- 7.1.3 Within each envelope, Tenderers must answer all questions. The Customer reserves the right to disqualify any Tenderer who fails to answer one or more questions. If the Tenderer chooses not to bid for a particular they must upload an attachment stating 'No Bid'.
- 7.1.4 The Technical Envelope, that is the Tenderer's Experience and Capability Submission, must not contain references to prices, or any other information of a commercial nature, other than in the Schedule of Assumptions⁵.
- 7.1.5 Certain questions require supporting documents to be uploaded. For each and every document so requested:
- a. It must be supplied;
 - b. it must be in English;
 - c. it must be named as directed by this ITT;
 - d. it must not exceed the stated maximum side count⁶;
 - e. it must be in font no smaller than Arial 11 point, single line spacing;
 - f. it must be set to A4-size paper with the margins set to 2.5cm or greater; and
 - g. it must be submitted in searchable PDF format except Excel files or as otherwise expressly permitted by this ITT.
- 7.1.6 Where documents require signature they shall be signed by the Tenderer (and a scanned copy submitted) as follows:
- a. Where the Tenderer is a company, or a single entity, by two such persons being duly authorised for that purpose;
 - b. where the Tenderer is a Partnership, by two duly authorised partners; or
 - c. where the Tenderer is an unincorporated association, by the person duly authorised for that purpose to sign on its behalf, stating their position.
- 7.1.7 Only documents requested by this ITT shall be provided with the Tender. Tenders which contain unsolicited materials (for example sales brochures or other marketing materials) may be disqualified.

7.2 Submission Limitations

- 7.2.1 The Tenderer's response to the evaluation questions posed by Table 5 are subject to the following individual limitations:
- a. Too: Executive Summary incorporating their Schedule of Assumptions – six (6) sides of A4;
 - b. To1a: Quality Assurance – three (3) sides of A4;
 - c. To1b: Audit Sign off Letter – two (2) sides of A4;
 - d. To2: Assurance Case Studies – five (5) sides of A4;
 - e. To3: Assurance Best Practice – four (4) sides of A4;
 - f. To4: Project Control – three (3) sides of A4;

⁵ **Important Note:** The Customer reserves the right to disqualify any Tenderer that includes additional commercial information within the Technical Envelope

⁶ All references to pages refer to 1 side of A4 paper. Note: 1 side of A3 paper will be considered as 2 sides of A4.

- g. To5: Project Team – three (3) sides of A4;
- h. To6a: Key Personnel CVs – maximum six CVs, two (2) sides of A4 per CV (maximum twelve (12) sides of A4 in total); and
- i. To6b: Resource Allocation – one (1) page of A3 plus one (1) side of A4 Supportive Text; and
- j. To8: Assumptions – two (2) sides of A4.

7.2.2 **Note:**

- a. If used, any “Cover Sheet” will be included in the page count and considered as the 1st side of the proposal;
- b. Proposals that exceed the limit for any part of their submission may be disqualified or, at the Customer’s discretion, the proposal may be truncated to meet the limitations specified in paragraph 7.2.1; and
- c. the limits specified in paragraph 7.2.1 are maximums. Tenderers may elect to submit a shorter response.

7.3 **Executive Summary**

7.3.1 The Executive Summary, incorporating the Tenderer’s Schedule of Assumptions, must not exceed a maximum of six (6) sides and should include the following mandatory information:

- a. A nominated point of contact with telephone, email and postal address details for any post-tender clarification questions;
- b. a summary of key issues and risks the Tenderer foresees with the delivery of the likely work packages;
- c. their approach to sharing ideas, cooperative building of options and solutions to provide best value to the Customer;
- d. their approaching to embedding and promoting Equality, Diversity and Inclusion within their business and their alignment to the Customers’ EDI policy;
- e. details of ‘SME’ engagement;
- f. details of supporting supply chains, any sub-consultancies or sub-contractors, including how they will be managed, how their work will be quality assured, how the security of the project data will be maintained and confirmation that they will be covered by the Tenderers’ Professional Indemnity Insurance. Tenderers should note the requirement for collaboration and set out their approach to sharing ideas and cooperative building of options and solutions to provide best value to the Customer;
- g. confirmation that any data provided during the course of the Services will not be stored, or processed, outside the UK without prior agreement;
- h. the Tenderers’ strategy and supporting evidence of how they, and their proposed team(s), intend to deliver the Scope of Services as outlined in Appendix F – Schedule of Requirements, taking into consideration the evaluation ‘**Contract Outcome**’ weightings set out in Table 5;
- i. the names of Key Personnel, sub-contractors or alliances, their primary responsibilities and the task that they will deliver (for example as a ‘**RACI**’ matrix);
- j. confirmation that the Key Personnel will be available from commencement of the contract and, insofar as it is possible, an assurance that the Key Personnel will not be replaced

(other than as a result of staff turnover, early retirement or long-term illness) without prior agreement with HS2;

- k. demonstrate the Key Personnel's experience of working together as a team, with other suppliers and with the Public Sector for similar Services; and
- l. confirmation that there are no assumptions relevant to their Tender, or provision of a Schedule of Assumptions (maximum two sides of A4 included within the overall limit of six sides of A4) detailing how a variation against those assumptions would alter their Tender.

7.3.2 Tenderers should note that their Executive Summary (including the Schedule of Assumptions) will not be scored but will be made available to all evaluators to provide context to the Technical response.

7.4 Key Personnel (Core Team)

7.4.1 Tenderers should identify by name each member of the core team (the '**Key Personnel**') they propose to deliver the Services and:

- a. Provide CVs for each Key Person (maximum 6 Key Personnel) involved in delivering the Services (Appendix F: Schedule of Requirements) demonstrating each individual's ability to deliver their assigned element of the Services by describing their pertinent commercial project experience and successes, professional qualifications and other relevant credentials.
Note: A maximum of 2 sides per CV may be used; and
- b. confirm the role and responsibilities that they Key Person will undertake – aligned to the project plans (supplied as To6b [name⁴] Resource Allocation) – demonstrating how they will influence the success of the Services.

7.4.2 In relation to Key Personnel, Tenderers should provide the following information in their main submission:

- a. The overall resource profile required up to 31 March 2017 in terms of the Scope of Services;
- b. evidence of how their proposed resources – in particular any specialist external resources – will be organised and managed in order to deliver the Services;
- c. details of how the External Provider's team will interface with the Customer;
- d. details of any other resources that may be essential to the Services;
- e. how their Key Personnel would be allocated to deliver the Services to ensure strength and depth throughout the Contract;
- f. provide key project activities, responsibilities and resource plans for the duration of the Contract; and
- g. a contingency plan in case the level of resources required prove to be higher than anticipated.

7.4.3 The Customer reserves the right to reject proposed Key Personnel, and/or ask for replacement proposals, and the right to reject proposed changes to the External Provider's team during the Contract.

8 Evaluation Process

8.1 Initial compliance check

- 8.1.1 Each Tender shall first be reviewed to ensure that it has been submitted on time and meets the Customer's submission requirements as notified in these Instructions to Tenderers.

8.2 Evaluation of the Qualification Envelope

- 8.2.1 The Customer will evaluate each of the questions within the Qualification Envelope accessible on the Customer's e-Sourcing portal – reproduced as Table 4 on the following page.
- 8.2.2 The Qualification Envelope clearly states which questions are classified as "Pass" or "Fail", together with the evaluation criteria, or whether they are "Scored" and the associated scoring matrix.
- 8.2.3 The Customer will evaluate each of the questions within the Qualification Envelope and any Tenders which "Fail" against any of the questions within the Qualification Envelope may be disqualified. Table 4 sets out the criteria.
- 8.2.4 Only Tenders that have passed the Qualification Criteria shall have their proposals submitted for evaluation of the Technical Envelope.

Table 4 – Qualification Envelope

Evaluation Criteria	Question	Pass	Fail
1.1 Tenderer Details	Name of Tenderer (e.g. the name of the limited company, D-U-N-S Code, joint venture (JV), etc. that will be responsible for the performance of any Contract awarded)	n/a	n/a
1.2 Compliance Section Important Information This Compliance section is assessed Pass/Fail. Tenders will be rejected if the Tenderer answers 'No' to any question.	Please confirm that all advice, data, information, models, methodologies, process or other outputs provided during the course of the Services may be shared and used within HS2 Ltd and DfT.	Yes	No
	Please confirm that the Customer, or nominated 3rd Party, may access all models, methodologies and underlying assumptions for assurance purposes.	Yes	No
	Participation in this Tender is restricted to organisations listed by Achilles Information Limited under the Rail Industry Supplier Qualification Scheme ('RISQS'), product code 07.12.04 Operational Planning. Please confirm that your organisation is accredited by RISQS for product code 07.12.04 Operational Planning.	Yes	No
	Please attach a copy of the 'Certificate of Verification' issued by Achilles Information Limited as evidence that your firm is accredited to RISQS product code 07.12.04 Operational Planning.	Supplied	Not Supplied
	Please confirm that your organisation has a Documented Environmental Management System.	Yes	No
	Please confirm that your organisation has a Documented Quality Management System (QMS)	Yes	No
	Please confirm that your organisation's QMS has undergone any third party assurance / certification to ISO 9001:2008 or equivalent	Yes	No

Table 4 – Qualification Envelope

Evaluation Criteria	Question	Pass	Fail
	Please confirm you have read and understood the Invitation to Tender - Instructions for Tenderers located in the Supplier attachment area.	Yes	No
1.3 General Qualification Section Important Information This Compliance section is assessed Pass/Fail. Tenders may be rejected	Please confirm that you have read and, if successful, you agree to the Terms and Conditions for the Purchase of Services and/or Goods. Note: Any amendments to the Customer's standard Terms and Conditions for the Purchase of Services and/or Goods should be detailed in the Schedule of Qualifications along with a supporting rationale. The Customer reserves the right to accept or reject the proposed variations at its' sole discretion.	Yes	No
	Please attach your completed Form of Tender declaration here.	Supplied	Not Supplied
	Please attach your completed Certificate of Bona Fide Tender declaration here.	Supplied	Not Supplied
	Please confirm any changes to the ITT received during the tender period by attaching your completed ITT Amendments form here.	Supplied	Not Supplied
	If applicable, please attach your Schedule of Qualifications here. If no amendments are required to the Terms and Conditions for the Purchase of Services and/or Goods, please upload the Schedule of Qualifications template stating "N/A".	Supplied	Not Supplied
	Please attach your completed Commercially Sensitive Information declaration here.	Supplied	Not Supplied
	Please upload your signed confidentiality agreement.	Supplied	Not Supplied
	Please upload evidence of your Employer's Liability Insurance	Supplied	Not Supplied

Table 4 – Qualification Envelope

Evaluation Criteria	Question	Pass	Fail
	Please upload evidence of your Public Liability Insurance	Supplied	Not Supplied
	Please upload evidence of your Professional Indemnity Insurance	Supplied	Not Supplied
1.4 Conflict of Interest Steps should be taken to identify all such persons or companies who have knowledge of the HS2 project acquired through previous or concurrent roles and checks should then be made to ascertain whether any such persons possess confidential information relevant to the response.	Are you aware of any actual or potential conflict of interest which may actually, or apparently, compromise the conduct of this procurement process and/or the operation of the contract? If the answer to the Conflicts of Interest question was 'YES', please upload your response explaining the perceived conflict and what you would do to mitigate this. The file should be named 'Col_Details'.	No The Tenderer has confirmed that no Conflicts exist; <u>or</u> Tenderer has confirmed that a Conflict of Interest exists, or a perceived Conflict of Interest may exists; <u>and</u> Has demonstrated that they have a robust system for assessing Conflicts of Interest.	Yes Tenderer has confirmed that a Conflict of Interest exists, or a perceived Conflict of Interest may exists; <u>and</u> Has not included evidence that they have a system for routinely identifying Conflicts.
Tenderers are urged to notify HS2 Ltd of all such cases stating the measures taken to ensure that no unfair advantage will arise.	Please confirm that your organisation has the appropriate systems and processes to mitigate any perceived Col risk? Tenderers are reminded that it is their responsibility to ensure that any person or company engaged directly or indirectly in connection with the preparation of their response does not have, and could not reasonably be seen to have, any conflict of interest in connection with the HS2 project.	Yes	No
Tenders may be rejected if a conflict of interest is identified.	If your answer to the Identification of Conflicts of Interest question was 'YES', please provide details of the systems and processes employed to identify and mitigate Col risk. The file should be named 'Col_Identification'.	Tenderer has demonstrated that systems and processes exist to mitigate any perceived Col risk.	Tenderer failed to demonstrate how they proactively mitigate Conflict of Interest risks.

Table 4 – Qualification Envelope

Evaluation Criteria	Question	Pass	Fail
	<p>Please provide a list of assignment undertaken on the behalf of HS2 Ltd (or on behalf of the DfT for related rail projects) showing the contract name, contract number, start date and end date.</p> <p>If none please upload an attachment stating "N/A".</p> <p>The file should be named 'Related_Contracts'.</p>	<p>List of Related Contracts provided; or</p> <p>The Tenderer has provided that there are no 'Related Contracts'.</p>	<p>No evidence, or insufficient evidence, provided.</p>
Equality Diversity and Inclusion	<p>In the last three years has any finding of unlawful discrimination been made against the Tenderer, by any court or industrial or employment tribunal or equivalent body?</p>	<p>The response to the Unlawful Discrimination question was 'No'; <u>or</u></p>	<p>The response to the Unlawful Discrimination question was 'Yes'; and</p>
	<p>If the answer to the Unlawful Discrimination question was 'Yes', the Tenderer is required to upload a statement providing details of any findings of unlawful discrimination that have been made and any steps taken to prevent repetition of the unlawful discrimination.</p> <p>Page limit 1 sides of A4</p> <p>The file should be named 'Unlawful_Discrimination_Declaration'</p>	<p>The response was 'Yes'; and evidence provided in response demonstrates that the Tenderer has taken action to prevent repetition of the unlawful discrimination.</p>	<p>No evidence, or insufficient evidence, has been provided to demonstrate that the Tenderer has taken action to prevent repetition of the unlawful discrimination.</p>
	<p>In the last three years has any contract with the Tenderer been terminated on grounds of your failure to comply with:</p> <p>i. Legislation prohibiting discrimination?</p> <p>ii. Contract conditions relating to equality?</p>	<p>The response to the Termination for Discrimination question was 'No'; <u>or</u></p> <p>The response to question was 'Yes'; and evidence has been supplied that demonstrates that the Tenderer has taken action to prevent repetition of failure to comply with legislation prohibiting discrimination and / or contract conditions relating to equality.</p>	<p>The response to the Termination for Discrimination question was 'Yes' <u>and</u></p> <p>No evidence, or insufficient evidence, has been provided in response to demonstrate that the Tenderer has taken action to prevent repetition of these acts.</p>
	<p>If the answer to the Termination for Discrimination question was 'Yes', the Tenderer is required to upload a statement providing details of any contract terminations that have been made and any steps taken to prevent any repetition.</p> <p>Page limit 1 sides of A4</p> <p>The file should be named 'Termination_for_Discrimination_Declaration'</p>		

Table 4 – Qualification Envelope

Evaluation Criteria	Question	Pass	Fail
	<p>In the last three years has the Tenderer been subject to a compliance action by the Equality and Human Rights Commission ('EHRC') or an equivalent body on grounds of alleged unlawful discrimination?</p> <p>If the answer to the ERHC Compliance Action question was 'Yes', the Tenderer is required to upload a statement providing details of any compliance action taken by EHRC, or equivalent body, and any steps taken to prevent repetition of the unlawful discrimination.</p> <p>Page limit 1 side of A4</p> <p>The file should be named 'EHRC_Compliance_Statement'</p>	<p>The response to the EHRC question was 'No'; <u>or</u></p> <p>The response to question was 'Yes'; and the evidence was supplied demonstrates that the Tenderer has taken action to prevent repetition of the unlawful discrimination.</p>	<p>The response to the EHRC question was 'Yes'; <u>and</u></p> <p>No evidence, or insufficient evidence has been provided to demonstrate that the Tenderer has taken action to prevent repetition of the unlawful discrimination.</p>
Health and Safety	Please confirm that your Health and Safety system is accredited to BS OHSAS 18001, ISO 45001 or recognised international equivalent standard.	Yes	No
	<p>Please provide evidence that your Health and Safety system's accreditation.</p> <p>Tender's whose Health and Safety system is not accredited to a recognised standard should demonstrate the robustness of their systems and processes.</p>	Evidence provided	<p>Evidence not provided or does not exist; <u>or</u></p> <p>Health and Safety systems and processes are not appropriate for the scope of the organisations' operations.</p>
	<p>Please provide of your Health and Safety Policy Statement.</p> <p>Tenderers employing less than 5 individuals, that do not have a formal written policy, must provide a statement (max 2 A4 sides on letter headed paper) indicating that an effective procedure is in place to manage Health & Safety, endorsed by the person (Director, CEO etc.) responsible for Health and Safety ('H&S') within their organisation.</p> <p>No page limit</p> <p>The file should be named 'H&S_Statement'.</p>	<p>Health and Safety Policy Statement supplied;</p> <p>Is appropriate for the scope of organisations' operations; <u>and</u></p> <p>Is duly authorised.</p>	<p>Health and Safety Policy Statement not supplied or does not exist;</p> <p>Is not appropriate for the scope of organisations' operations; <u>or</u></p> <p>Is not duly authorised.</p>

Table 4 – Qualification Envelope

Evaluation Criteria	Question	Pass	Fail
	<p>Tenderers employing more than 5 individuals must provide a full, searchable, copy of their Health & Safety Policy (not just the Policy Statement) endorsed by the person responsible for H&S within their organisation.</p> <p>No page limit</p> <p>The file should be named 'H&S_Policy'.</p>	Corporate Health and Safety policy supplied and is duly authorised.	Corporate Health and Safety policy not supplied, does not exist and/or is not duly authorised.
	<p>Please describe your arrangements for the assessment of health and safety risk.</p> <p>No page limit</p> <p>The file should be named 'H&S_Risk_Assessment'</p>	Corporate Health and Safety Risk Assessment process supplied.	Corporate Health and Safety Risk Assessment process not supplied or does not exist.
	<p>Please describe the procedures you have in place to record, monitor and review accidents, incidents, near-misses (and similar events) and the follow-up actions undertaken.</p> <p>No page limit</p> <p>The file should be named 'H&S_Risk_Log'</p>	Procedures described and evidence supplied of Health and Safety Risk Assessments undertaken covering the aspects categories referenced in the question.	Procedures and evidence of Health and Safety Risk Assessments undertaken not supplied or do not exist.
Data Protection	Please confirm that any data provided during the course of the Services will not be stored, or processed, outside the United Kingdom.	The response to the Data Storage and Processing question was 'No'; <u>or</u>	The response to the Data Storage and Processing question was 'Yes'; <u>and</u>

Table 4 – Qualification Envelope

Evaluation Criteria	Question	Pass	Fail
	<p>If the answer to the Data Storage & Processing question was 'No', you cannot guarantee that the data storage and processing will only take place within the UK, please confirm the location(s) where the data may be stored and/or processed.</p> <p>The file should be named 'Data_Storage'</p>	The response to the Data Storage and Processing question was 'Yes'; and the evidence supplied demonstrates that the data stored, or processed, outside of the UK will be adequately safeguarded.	The response provides no evidence, or insufficient evidence, that data stored, or processed, outside of the UK will be adequately safeguarded by the Tenderer.
	<p>Are your data processing centre(s) 'Cyber Essentials' accredited?</p> <p>See further: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview"</p>	The response to the Cyber Essentials question was 'Yes'; <u>or</u>	The response to the Cyber Essentials question was 'No'; <u>and</u>
	<p>If the answer to the Cyber Essentials question was 'No', please provide evidence of how the Customer's information will be protected.</p> <p>The file should be named 'Data_Protection'</p>	The response to the Cyber Essentials question was 'No'; and the evidence supplied demonstrates that the data centre(s) meet, or are working towards, an equivalent standard to Cyber Essentials accreditation.	The response provides no evidence, or insufficient evidence, that the Tenderer is working towards Cyber Essentials accreditation or equivalent standard.

8.3 Technical Envelope – General Evaluation Principles

- 8.3.1 The Customer will evaluate the Tenderer's responses to each of the Tender Response Questions set out in the Technical Envelope. To avoid repetition Tenderers may cross reference their responses where they are relevant to different requirements, in which case Tenderers must provide a list of cross references.
- 8.3.2 The Customer will evaluate the Tenderer's responses to each of the questions set out in Table 5 – which provides details of the Technical Evaluation scheme and weightings for each Contract Outcome – based solely on the information included in their proposal.
- 8.3.3 Tenderers should note that the Customer's question may relate to one or more of the Contract Outcomes. Tenderers should ensure that their responses give the Customer confidence that each aspect of the Schedule of Requirements has been met by providing evidence to demonstrate experience and capability to undertake the Specification of Services.
- 8.3.4 As the complete Technical pack will be made available to the Technical Evaluation team the Customer has no objection to Tenderers cross-referencing between documents within the Qualification Envelope. However, if cross-referencing is employed, it is the Tenderer's responsibility to ensure that all cross-references are clearly identified. Unidentified cross references may not be taken into consideration.
- 8.3.5 Tenderers may include cross references to documents supplied in the Qualification Envelope (e.g. 'Heads of Terms', 'Licences' or 'Confidentiality' agreements etc.).
- 8.3.6 Tenderers may not cross reference to information contained in the Commercial Envelope. Cross references to the Commercial Envelope will be withheld from the Technical Evaluation team and may lead to disqualification.

Table 5 – Technical Envelope Evaluation Criteria and Weightings

Contract Outcome	Question	Evidence Required	Weighting
T01: Experience and capability of transport model development and analysis	Please provide no more than TWO case studies ⁷ from your work that demonstrates your experience and capability with regards to the development and analysis (use) of transport models for economic and commercial appraisal and the management, assurance and communication associated with the work.	<p>The case studies⁷ should demonstrate the tenderer's experience and capability of:</p> <ul style="list-style-type: none"> • the new development and use of a new or existing complex multimodal assignment model; • programming languages such as EMME, python, C++, VBA or equivalent • the developing and improving the economic and commercial appraisal of major transport infrastructure schemes and/or policies; • managing the scope of the work to meet resource and time constraints; • interpreting high level client requirements into detailed work package including a resource plan and disaggregating into separate tasks; • adapting the proposed work plan according to the client's needs; • delivering value added outputs on time to the desired quality and agreed specification; • the quality assurance of such development work and model use you conducted (i.e., QA that was internal to the project) • effectively communicating and proactively resolving detailed issues with your client and any third parties (e.g., data providers) in an open and timely manner. <p>Note: Whilst recognising that the make-up of project teams can change, there should be evidence that the case studies listed have some degree of synergy with the proposed project team.</p>	10

⁷ It is the tenderers responsibility to demonstrate the relevance of the case studies proposed – particularly those that were undertaken more than three (3) years ago.

Table 5 – Technical Envelope Evaluation Criteria and Weightings

Contract Outcome	Question	Evidence Required	Weighting
To2: Quality assurance of audit conclusions	<p>Please provide a draft quality plan for these Services describing the principles of how you will comply with the Customer requirements for QA (Appendix E: Schedule of Requirements – Section 2), together with your company’s documented internal quality assurance processes.</p> <p>Additionally, provide a draft “audit sign off” letter that illustrates how you envisage summarising your audit conclusions. (for the implementation of incremental model development that builds on a previously audited model).</p> <p>Note: The Customer acknowledges that the Tenderer will not be able to provide a full quality assurance plan or the exact form of an “audit sign off” as the audit outputs will not be confirmed before the contract is awarded.</p>	<p>Successful Tenderers will provide a comprehensively detailed response that addresses the following areas:</p> <ul style="list-style-type: none"> • Audit and/or other quality assurance lessons learnt and actions implemented from past model development and model use activities; • Clear outline of what of the types of quality assurance checks that would apply to this audit project and comply with best practice that can be applied, in particular demonstration of a risk-based “predict and prevent” approach to errors in audit; • Clear internal governance and reporting structure, including a plan for reporting, escalating and managing quality issues and confirmation of internationally recognised accreditation standards; • How data security and transfer will operate in the context of auditing a large transport model (see further Section 17: Data Protection of Appendix B: HS2 Ltd’s Terms and Conditions of Contract and GOV.UK Cyber Essentials guidance); • A clear outline of the degree of certainty the client can place on your audit conclusions; • A draft “audit sign off” letter that illustrates the degree of certainty the public could place on your audit and its conclusions concerning the accuracy of model implementation . 	10

Table 5 – Technical Envelope Evaluation Criteria and Weightings

Contract Outcome	Question	Evidence Required	Weighting
To3: Experience and capability establishing and maintaining transport model audit best practice	<p>Please provide no more than TWO case studies⁷ from your work that demonstrates your experience and capability with regards to establishing and maintaining appropriate best practice and state of the art techniques in the verification audit of model development and use.</p> <p>This should include experience of the supplier replacing an incumbent, and the steps taken to ensure a smooth transition without affecting the quality of service.</p>	<p>The case studies⁷ should demonstrate experience and capability of:</p> <ul style="list-style-type: none"> • evidence of audits of large and complex modelling suites and the interdependencies between models; • use and understanding of best practice audit techniques to verify implementation of model development and use is in line with the documented method; • helping to structure a handover where you were the incoming supplier describing the steps taken to ensure a smooth transition without affecting the quality of service; • working within an incremental model and analysis delivery environment; • the management of an external audit in a complex model and appraisal; • understanding the strategic context and configuring audit checks and assurance advice accordingly; • delivering value added outputs on time to the desired quality and agreed specification; • the quality assurance of such audit work you conducted (i.e. internal to the project); • effectively communicating and proactively resolving detailed issues with model development contractors and your client in an open and timely manner. • confirming that the model inputs (if applicable) are consistent with DfT Analysis Guidance (WEBTAG) or equivalent; and • an industry leading track record of performance. <p>Note: Whilst recognising that the make-up of project teams can change, there should be evidence that the case studies listed have some degree of synergy with the proposed project team.</p>	10

Table 5 – Technical Envelope Evaluation Criteria and Weightings

Contract Outcome	Question	Evidence Required	Weighting
To4: Project control process, capacity, capability and succession planning	Please describe how this project will be managed and delivered over the life of the contract to ensure efficient and timely delivery of robust, reliable and accurate audit assurance.	<p>Successful Tenderers will provide a comprehensively detailed response that addresses the following areas:</p> <p>Successful Tenderers will provide a comprehensively detailed response that addresses the following areas:</p> <ul style="list-style-type: none"> • evidence of a robust and responsive project control process which will ensure all deliverables are met; • assurance of how the Tenderer will ensure the required resources and key personnel are available for a significant part of the contract and the process by which key personnel, in particular of the Embedded Auditor, will be replaced where necessary; • demonstration of how HS2 Ltd requirements will be delivered alongside existing and future clients without reducing quality of service (this may be shown through an availability bar chart showing total availability and the remaining availability after all increments of work have been considered including work for other clients); • evidence of their ability to provide services within short notice and/or simultaneous instructions, whilst maintaining high quality standards; • evidence of adequate replacements for all key personnel in case staff are lost during the project; • an indication of how the supplier will develop the capability and capacity of the organisation to ensure that foreseeable HS2 Ltd model audit requirements will be met; • demonstration of how the Project Manager will monitor work progress and resource spend and report this and other Project Management related issues to the client on a regular basis; and • suggested Performance Metrics ('KPIs') for ongoing contract management, the relevance of those metrics to the contract, and confirmation how performance will be managed. <p>Note: Include references to any current work being undertaken on behalf of HS2 Ltd, projects being bid for, as well as work being performed for other clients outside the HS2 project.</p>	10

Table 5 – Technical Envelope Evaluation Criteria and Weightings

Contract Outcome	Question	Evidence Required	Weighting
To5: Project Team	Please provide details of the project team that will be delivering the requirements, including the role each team member will fulfil, and a statement on why the team member (in particular the Embedded Auditor(s) and nominated back-up, is suited to the role concerned, citing experience that is relevant to this project.	<p>Successful Tenderers will provide a comprehensively detailed response that addresses the following areas:</p> <ul style="list-style-type: none"> • the project team identified by the Tenderer are appropriate and have relevant skills and capability for the requirements in relation to the size of the team; • any internal support staff who will assist the Core Team; • any external staff or subcontractors proposed; and • project team members proposed, (with suggested and adequate back-ups) who will be ultimately responsible for the following specific tasks: <ul style="list-style-type: none"> - The Embedded Auditor(s) - Contract Management - Project Management - Documentation (report) - Quality assurance - Document Control ('eB') 	10

Table 5 – Technical Envelope Evaluation Criteria and Weightings

Contract Outcome	Question	Evidence Required	Weighting
To6: Key Personnel	Please provide CVs for the core team members (Key Personnel) who will be engaged in the management and/or delivery of this contract, defining their individual contribution to this contract.	<p>Successful Tenderers will provide a comprehensively detailed response that shows all the team members have the appropriate skills, capability and experience for the roles they are proposed for and which addresses the following areas:</p> <ul style="list-style-type: none"> the Customer anticipates that the core team proposed would, as a minimum, include CVs for the Key Personnel including those undertaking the following roles: <ul style="list-style-type: none"> Project director; Contract manager; and Embedded Auditors; Project Manager. in particular the nominated “embedded auditor(s)” should have a proven ability in undertaking similar projects, effective communication skills, appropriate qualifications and the relevant experience from previous and any ongoing projects with sufficient knowledge to allow cross functional working; the Key Person’s CVs must include a personal statement detailing their suitability for the role identified and demonstrate they have transferable skills and experience relevant to the contract; each CV should demonstrate the individuals’ delivery of successful outcomes, lessons learnt, relevant credentials, their ability to provide leadership and support of the team plus their experience of working with Public Sector clients, other Advisors and key internal / external stakeholders in a collaborative environment; and confirmation of how the team members time would be dedicated to this contract (i.e. days available per month) and the assurance this will be available to HS2 Ltd for the foreseeable future. <p>The capability of the project team as a whole will be established based on the methodology described in Section 8.5.</p>	10

Table 5 – Technical Envelope Evaluation Criteria and Weightings

Contract Outcome	Question	Evidence Required	Weighting
To7: Clarification Interview	<p>Subject to meeting the Stage 1 Threshold (see Table 9) the Customer may invite no more than three of the highest scoring Tenderers to answer any issues identified by the Customer during the evaluation of their proposal.</p> <p>If invited to an Interview Tenderers will be required to provide an advance copy of their response, file name '[name] To7 Interview'.</p>	<p>The purpose of the interview will be to confirm the Customer's understanding of the Tenderers' Proposal which may include, but is not limited to, their:</p> <ul style="list-style-type: none"> - proposed team, in particular the skills, experience, capability and capacity of the Key Personnel; - the experience of the Key Personnel of working together; - approach to delivering the Scope of Services for each Services; - alternative allocation of resources; - project management plans; and - the Tenderers' experience partnering and managing sub-contract resources. 	10
Maximum Technical Score			70

8.4 Technical Evaluation – Part 1 (Questions To1 – To5)

- 8.4.1 The Customer's Evaluators will independently assess the Tenderers' response to questions To1, To2, To3, To4 and To5 (i.e. not To6a: Key Personnel CVs) against the '**Quality Criteria**' shown in Table 6.

Table 6 – Quality Ratings

Evaluators' Assessment	Quality Score	Quality Criteria
Very good proposal	5	The Proposal exceeds the required standard and the evidence provided demonstrates significant understanding and provides a high degree of confidence that the solution offered will delivering extensive innovation, superior delivery outcomes and added value benefits.
Good proposal	3	The Proposal provides evidence of an understanding that it meets the required standard and an assurance as to the delivery of the desired outcomes. Additionally, the proposal indicates that superior delivery outcomes or additional value-added benefits are likely to be realised.
Acceptable proposal	2	The Proposal meets the required standard in all material respects, providing sufficiently detailed evidence to assure that an acceptable delivery of the desired outcomes is likely. However, it does not propose any innovation, superior delivery outcomes or additional value-added benefits.
Minor concerns	1	The Proposal has some merit although there are 1, or 2, weaknesses (and/or inconsistencies) that detract from the proposition creating minor concerns for the Customer that would need to be contractually addressed if selected as the Leading Proposal. Note: The Proposal may contain innovation in some but does not propose superior delivery outcomes or additional value-added benefits.
Unacceptable proposal	0	The Proposal has been omitted or falls short of providing evidence that it meets the required standards i.e. it contains at least one major shortcoming, or more than 2 minor concerns, or is inconsistent with other aspects of the Tenderers' proposals.

8.5 Technical Evaluation – Part 2 (Assessment of Key Personnel CVs)

- 8.5.1 The Tenderer may submit a maximum of six (6) Key Personnel CVs representing their proposed core team. Tenderers will not be penalised for submitting few than 6 Key Personnel CVs.
- 8.5.2 The Customer's Evaluators will separately assess the Key Personnel CVs (supplied as document To6a [name⁴] Key Personnel CVs) based on the individual merits of the proposed team member against the '**Capability Criteria**' shown in Table 7.

Table 7 – Key Personnel Capability Ratings		
Evaluators' Assessment	Quality Score	Capability Criteria
Very Experienced	5	<p>CV demonstrates the individual has the skills required and significant experience developed over multiple comparable projects for the role they are being proposed for.</p> <p>A knowledgeable, very experienced individual recognised as a subject matter expert who routinely manages the delivery of contractual obligations and has the authority to make commitments on behalf of the external provider.</p>
Suitably Experienced	3	<p>CV demonstrates the individual has the skills required and suitable experience developed over several comparable projects for the role they are being proposed for.</p> <p>An experienced individual and subject matter expert who routinely self manages their time to ensure the successful delivery of the desired contractual outcomes.</p>
Relatively Experienced	2	<p>CV demonstrates the individual has the skills required and some experience developed on at least one project for the role they are being proposed for.</p> <p>A competent, self-managing, individual who may require support in the management and contractual aspects but not the technicalities of their subject matter expertise.</p>
Relatively Inexperienced	1	<p>CV demonstrates the individual has the skills required but has no experience of the role they are being proposed.</p> <p>An individual who may need support, direction and subject matter guidance from the more experienced members of the project team.</p>
Unacceptable as a member of the Key Personnel team	0	None of the above.

8.6 Technical Evaluation – Technical Score

- 8.6.1 Upon completion of the initial, independent, '**Evaluator Assessment(s)**' the Customer will convene an 'evaluation panel' of all the Evaluators to arrive at a '**Consensus Rating**' for each Contract Outcome.
- 8.6.2 For the Key Personnel CVs, the consensus assessment of the individual Key Persons will be factored by their time allocated to the Services as specified by the Tenderer in their Unpriced Resource Schedule (file name: To6b [name⁴] Resource Allocation). Collectively an overall Key Personnel Rating for the proposed team will be calculated – see further the formula and example provided in Appendix G: Pricing & Resource Schedule.
- 8.6.3 The Key Personnel Rating will be converted into a '**Quality Rating**' as in Table 8 .

Table 8 – Conversion of Key Personnel Score to Quality Rating		
Key Personnel Rating	Quality Rating	Quality Score
Greater than or equal to 4.00	Very good proposal	5
Greater than or equal to 3.00 but less than 4.00	Good proposal	3
Greater than or equal to 2.00 but less than 3.00	Acceptable proposal	2
Greater than or equal to 1.00 but less than 2.00	Minor concerns	1
Less than 1.00	Unacceptable proposal	0

8.6.4 Having determined the Consensus Ratings, the '**Technical Score**' for each Contract Outcome will be calculated using the following formula:

8.6.5
$$\text{Technical Score} = \left(\frac{\text{Quality Score}}{5} \right) \times \text{Contract Outcome Weighting}$$

Table 9 – Stage 1 Technical Threshold	
Contract Outcome	Minimum Score
To1: Assurance Case Studies (out of 10 points)	2 points
To2: Quality Assurance (out of 10 points)	2 points
To3: Assurance Best Practice (out of 10 points)	2 points
To4: Project Control (out of 10 points)	2 points
To5: Project Team (out of 10 points)	2 points
To6: Key Personnel CVs (out of 10 points)	2 points
Stage 1 Technical Threshold⁸ (maximum 60 points)	36 points

8.6.6 Proposals that fail to meet the Contract Outcome 'Minimum Score', the Stage 1 Threshold, or are assessed as having two (2) or more 'Minor Concerns' will be disqualified.

8.7 Technical Evaluation (Stage 2, Interview)

8.7.1 As part of the evaluation process (and at the Customer's discretion), the Customer may ask Tenderers to provide written clarification of any aspect of their proposal and may invite the highest scoring tenderers to attend a clarification interview (the '**Interview**').

8.7.2 To be invited to an Interview, the Tenderers' proposal must meet the Stage 1 Technical Threshold specified in Table 9.

⁸ Note: The Technical Threshold minimum score is equal to 60% of the total score available. Tenderers should note that the overall Threshold score is greater than the sum of the individual Contract Outcome minimum scores.

- 8.7.3 Tenders that meet the Technical Threshold will be deemed to be **'Qualifying Proposals'**.
- 8.7.4 At the Customer's discretion it may invite up to three (3) Tenderer's whose proposal are either the Leading Proposal⁹, or are within 10 points of the Leading Proposal, to an Interview. The Customer will only invite Tenderers where the evaluation of the response could materially change the ranking of the Most Economically Advantageous Tender (**'MEAT'**) – see further Section 9.
- 8.7.5 The purpose of the Interview will be to confirm the Customer's understanding of the Tenderers' Proposal – see further To8 in Table 5 – and may include, but is not limited to, their:
- Proposed team, in particular the skills, experience, capability and capacity of the Key Personnel;
 - the experience of the Key Personnel of working together;
 - approach to delivering the Scope of Services for each Services;
 - alternative allocation of resources;
 - project management plans; and
 - the Tenderers' experience partnering and managing sub-contract resources.
- 8.7.6 Upon conclusion of the interview the Customer's evaluation panel will reconvene to reach consensus and score To8 – and to apply any adjustments deemed necessary to their assessment of To1 to To6 inclusive as a result of the Tenderer's response to the pre-interview questions.
- 8.7.7 More details of the interview format and the areas to be covered will be provided if and when an invitation to interview is issued.

8.8 Technical Score

- 8.8.1 The Total Technical Score will be the sum of the 6 key areas below (7 including the interview) as shown in Table 10;

Table 10 – Total Technical Score	
Contract Outcome	Score
To1: Assurance Case Studies	
To2: Quality Assurance	
To3: Assurance Best Practice	
To4: Project Control	
To5: Project Team	
To6: Key Personnel CVs	
To7: Interview (if applicable)	
Total Technical Score (maximum 70 points)	

⁹ See further paragraph 9.1.4

8.9 Evaluation of the Commercial Envelope

- 8.9.1 The Customer will only assess Tenderer's Commercial submission of Qualifying Proposals – i.e. those that met the Stage 1 Technical Threshold.
- 8.9.2 The Customer expects Tenderers to bring to its attention any discounts, or other incentives, to reduce the cost of each Service. For example, these proposals could include:
- Fixed, or Capped, costs for specific deliverables;
 - non-chargeable or free days; and
 - other added value proposals e.g. retrospective rebates, training etc.
- 8.9.3 For each Qualifying Proposal the Customer shall calculate the net price of the Tenderer's '**Commercial Offer**' after the deduction of all discounts, rebates and other value added initiatives confirmed within the Commercial Envelope (file name: Co2 [name¹⁰] Commercial Proposal).
- 8.9.4 The Customer has allocated 30 % of the overall score to the Commercial Envelope, split 50:50 between the Estimated First Year Requirement (Part 1) and the Lowest Cost Proposals (Part 2).
- 8.9.5 For Part 1 of the Commercial Assessment – the 'Estimated First Year Requirement' – an '**Audit Services Score**' will be calculated using the formula specified in paragraph 8.9.6 for each Proposal that meets the Technical Threshold, noting that the score is non-linear and HS2's Benchmark Cost is fixed.
- 8.9.6
$$\text{Audit Services} = \text{Maximum Score} - \text{INT} \left\{ \log_{10} \left(\left[\frac{\text{Commercial Offer} - \text{Benchmark}}{\text{Range}} \right] \times 100 \right) \times \text{Weighting} \right\}$$
Where:
- '**Benchmark**' = HS2's Benchmark Cost, i.e. £240,000;
 - Maximum Score = 15;
 - Maximum Acceptable Price = £320,000;
 - Range = Maximum less HS2's Benchmark, i.e. £320,000 - £240,000 = £80,000;
 - Tender = Tenderer's Commercial Offer; and
 - Weighting = 7.5.
- 8.9.7 For Part 2 of the Commercial Assessment – a '**Savings Score**' will be calculated using the formula specified in paragraph 8.9.8, noting that the score is non-linear and only applies to offers under the Benchmark.
- 8.9.8
$$\text{Savings} = \text{Maximum Score} - \text{INT} \left\{ \log_{10} \left(\left[\frac{\text{Benchmark} - \text{Tenderer's Commercial Offer}}{\text{Benchmark}} \right] \times 100 \right) \times \text{Weighting} \right\}$$
Where:
- Benchmark = HS2's Benchmark Cost, i.e. £240,000;
 - Maximum Score = 15;
 - Tender = Tenderer's Commercial Offer; and
 - Weighting = 7.5.
- 8.9.9 See further the examples given in Appendix G.
- 8.9.10 The Tenderer's Total '**Commercial Score**' will be the sum of the "Audit Services" and "Savings" scores as shown in Table 11.

¹⁰ Tenderer's company name

Table 11 – Total Commercial Score	
Component	Score
Audit Services (out of 15 points)	
Savings below Benchmark (out of 15 points)	
Total Commercial Score (maximum 30 points)	

9 Most Economically Advantageous Tender

- 9.1.1 The Contract will be awarded to the Tenderer who has submitted the most economically advantageous proposal as evaluated by the Customer.
- 9.1.2 For each Tender the Customer will combine the Total Technical Score (Table 10) with the Total Commercial Score (Table 11) to calculate the Tender's 'Overall Score' (maximum possible score 100) as shown in Table 12;

Table 12 – Calculation of MEAT	
Element	Score
Quality Score (maximum 70)	
Commercial Envelope Score (maximum 30)	
Tenderer's Overall Score (maximum 100)	

- 9.1.3 The Most Economically Advantageous Tender will be the one which achieves the Highest Overall Score.
- 9.1.4 The Contract will be normally be awarded to the Tenderer who has submitted the Most Economically Advantageous Tender (the '**Leading Proposal**') as evaluated by the Customer (see further paragraphs 9.1.5 to 9.1.8).
- 9.1.5 Per paragraph 9.1.4, the Contract will be awarded to the Leading Proposal providing that there is at least 10% difference¹¹ between the Leading Proposal and the next highest Qualifying Proposal(s).
- 9.1.6 If other Qualifying Proposals are within 10% of the Leading Proposal, the Contract will be awarded to the Tenderer whose:
- Proposal represents the Lowest Cost to HS2 providing that their Commercial Offer is at least 10% better than the next best offer, calculated as follows:
 - Differential = $\left(\left| \frac{\text{Lowest Commercial Offer}}{\text{Tenderer's Commercial Offer}} \right| \times 100 \right)$; or
 - if there is less than 10% between the qualifying Commercial Offers, to the Tenderer whose Proposal has the highest Technical Score providing that its Technical Score is at least 10% higher than the next highest Technical Score.
- 9.1.7 If the above tests described fail to identify a clear winner (i.e. there is a less than a 10% difference between leading the Audit Service offers and the Technical scores of the proposals under consideration), the Tender Evaluation Report describing the Characteristics and Relative Advantages of the Tenders received (including the Rate Cards) will be passed to the Customer's Commercial Panel for a final decision.
- 9.1.8 Commercial Panel will take the results and evidence contained within the Tender Evaluation Report into consideration when making its' decision as to which Tenderer to award the Contract.

¹¹ Defined as the MEAT score * 90%.

10 Legal

10.1 Disclaimer

- 10.1.1 This document and all other information, opinions and data, whether written or oral, made available to Tenderers during the tender process (together, the '**Information**') is being provided to the Tenderers for the sole purpose of assisting them to submit tender responses relating to the HS2 project.
- 10.1.2 Although the Information is provided in good faith, the Customer and its advisers and agents accept no liability for any error or misstatement in, or omission from, the Information and, so far as permitted by law, any liability (for negligence or otherwise) of the Customer or any of its advisers or agents, to Tenderers and others in connection with the Information, is hereby expressly disclaimed.
- 10.1.3 No representation, warranty or undertaking, express or implied, is or will be given by the Customer or any of its agents or advisers with respect to the Information, including with respect to its accuracy, adequacy or completeness.
- 10.1.4 None of the Information shall constitute a contract or part of a contract in any way, and none of the Information is or should be relied on as a promise or representation as to the Customer's decisions in relation to any Contract for the HS2 project.
- 10.1.5 No contractual rights, express or implied, arise out of the procedures set out in this document.
- 10.1.6 All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will the Customer be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with this procurement process.
- 10.1.7 The procurement process may be terminated or suspended at any time without cost or liability to the Customer.
- 10.1.8 The Customer reserves the right to vary any requirements and/or procedures relating to the award process.
- 10.1.9 The Customer reserves the right to disqualify any Tenderer who does not supply the information required during the procurement process.
- 10.1.10 The Customer reserves the right to disqualify any Tenderer who provides information or confirmations which later prove to be untrue or incorrect. The Customer reserves the right to take whatever steps it deems reasonable to verify the truthfulness or accuracy of any statement made by any Tenderer within their completed ITT. This may include but is not limited to:
 - a. Cross-referencing any statement made by the Tenderer within their ITT with any other statement made by the Tenderer within their ITT (and where a Tenderer has put forward a joint approach, any statement by any other Party within their ITT);
 - b. obtaining financial information from Companies House or a competent credit referencing agency;
 - c. undertaking checks with referees identified within the Tenderer's completed ITT; and/or
 - d. undertaking reference site visits.
- 10.1.11 The Customer reserves the right to require the submission of any additional, supplementary or clarification
- 10.1.12 The submission of a completed ITT will be deemed to imply the Tenderer's acceptance of the foregoing provisions without qualification.

10.2 Freedom of Information and Data Transparency

- 10.2.1 Any information submitted to the Customer may need to be disclosed and/or published by the Customer. Without prejudice to the foregoing generality, the Customer may disclose information in compliance with the Freedom of Information Act 2000 ('FOIA'), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.
- 10.2.2 If the Tenderer considers that any of the information included in their completed ITT is commercially sensitive or confidential then the Tenderer shall identify it in the Form of Tender (Part 5) at Appendix A and explain (in broad terms) what harm might result from disclosure and/or publication, as well as provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive. It should be noted though, that even where the Tenderer has indicated that information is commercially sensitive, The Customer may disclose this information where it sees fit or where it is required to do so (for example in accordance with paragraph 10.2.1).
- 10.2.3 Receipt by the Customer of any material marked 'confidential', 'commercially sensitive' or equivalent should not be taken to mean that the Customer accept any duty of confidence by virtue of that marking.
- 10.2.4 The UK government is committed to greater data transparency in the public sector. Accordingly the Customer reserves the right to publish its tender documents, contracts and data from invoices received and may at its discretion redact all or part of such information prior to publication. In doing so the Customer may at its absolute discretion take account of the exemptions that would be available under the Freedom of Information Act 2000.

10.3 Confidentiality

- 10.3.1 Where the Customer has identified information as confidential during this procurement exercise, Tenderers must treat such information as confidential and must not disclose, copy, reproduce, distribute, or pass such confidential information to any person at any time except for the purpose of enabling a response to be made. All such Tenderers shall have given a prior undertaking to keep such information confidential.
- 10.3.2 The Tenderer shall therefore sign and return the Confidentiality Agreement with their completed proposal. Failure to provide the signed Confidentiality Agreement may result in a Tenderer being excluded from the procurement process.

10.4 Conflicts of Interest

- 10.4.1 Conflict of Interest ('Col') is defined by the Customer as a situation where there is a known or potential conflict, either commercial or professional, between the interests or duties of the Customer and any party engaged by the Customer.
- 10.4.2 Engagement may be either direct (External Provider or contractor) or indirect (e.g. sub-contractor or External Provider within the same group structure).
- 10.4.3 Col also extends to circumstances in which a conflict may be perceived to exist by either stakeholders of the Customer or a reasonable member of the general public.
- 10.4.4 Tenderers may be ruled out of specific Assignment(s) or of the tender process altogether if an actual or potential conflict of interest does or is reasonably likely to arise. For these purposes a

conflict of interest includes acting contrary to the Customer or directly or indirectly for any bidder to the Customer or any party in connection with the Systems Engineering Support competition.

- 10.4.5 Tenderers shall include a statement detailing how any perceived, or subsequently identified conflicts, would be dealt with.
- 10.4.6 Tenderers must give particular consideration to whether or not there may be a conflict arising from their relationship, or the relationship of anyone in their supply chain, with a bid team for the Systems Engineering Support contract or any related contract to the HS2 programme. Tenderer's Proposals should set out how they propose managing any actual, potential, or arising, conflicts of interest.
- 10.4.7 Tenderers may be ruled out of specific Assignment(s) if a conflict of interest would compromise the delivery and integrity of the Systems Engineering Support competition.
- 10.4.8 Note: It is not the Customer's intention to automatically rule out Tenderers from a particular Assignment as a result of any declared actual, or potential, conflicts with non-related HS2 activities.
- 10.4.9 Tenderers are reminded that, from the date of bidding for HS2 work to completion of the Customer contracts, it is their responsibility to ensure that any person or company engaged directly or indirectly in connection with the preparation of their response does not have, and could not reasonably be seen to have, any conflict of interest in connection with the HS2 programme. Steps should be taken to identify all such persons or companies who have knowledge of the HS2 programme acquired through previous or concurrent roles and checks should then be made to ascertain whether any such persons possess confidential information relevant to the response. Tenderers are urged to notify the Customer of all such cases stating the measures taken to ensure that no unfair advantage will arise. Failure to meet this obligation may result in the disqualification of a Tender Response.

10.5 No Marketing Rights

- 10.5.1 Tenderers shall not and shall procure that their subcontractors, representatives, agents and/or advisors do not do any of the following without obtaining the prior written consent of the Customer:
 - a. Make a public statement or communicate in any form with the media in connection with this procurement process;
 - b. use any trademarks, logos or other intellectual property rights associated with the Customer;
 - c. represent that the Tenderer is directly or indirectly associated in any way with the Customer or that its or their respective products and/or services are in any way endorsed by the Customer; or
 - d. do anything or refrain from doing anything which would have an adverse effect on or embarrass the Customer.

10.6 Data Transparency

- 10.6.1 Bidders should note that the UK government has made a commitment for greater transparency in public sector procurement. Accordingly the Customer reserves the right to publish Tender Responses, contracts, and data from invoices.
- 10.6.2 Bidders and those organisations submitting a Quotation should be aware that if they are awarded a Contract, the Tender Responses, Quotation and any resulting Contract between the

Tenderer and the Customer with a value greater than ten thousand pounds (£10,000) will be published on the <https://www.gov.uk/contracts-finder> website or any other similar website as determined by UK government and/or the Customer from time to time.

- 10.6.3 In some circumstances the Customer may at its absolute discretion redact all or part of the Contract, the Tender Responses and/or the information extracted from invoices prior to publication, taking account of any exemptions that may be available to the Customer under FOIA. The Customer may at its absolute discretion consult with the Tenderer regarding any such redactions. However the Customer will make the final decision regarding publication and/or redaction.

11 Glossary and Definitions

Achilles	Achilles Information Limited, the administrators of the Rail Industry Supplier Qualification Scheme
Agile	A value-driven Project Management technique, based on breaking larger tasks into smaller discrete deliverables that can be realised within a short timeframe
Appendix A	Qualification Envelope templates (includes Form of Tender, Certificate of Bona Fide Tender, ITT Amendments; Schedule of Qualifications and Commercially Sensitive Information)
Appendix B	Terms and Conditions of Contract
Appendix C	Confidentiality Agreement
Appendix D	Travel and Subsistence Policy
Appendix E	Equality, Diversity, Inclusion and Labour Relations
Appendix F	Schedule of Requirements
Appendix G	Excel templates (includes Unpriced Resource Schedule, Price Resource Schedule and Commercial Offer)
Appendix H	'Safe at Heart' HS2 Ltd's Health and Safety Commitments
Audit Service Score	Commercial Offer for the Priced Project Plan
Benchmark	HS2 Ltd's internally calculated fixed cost for budgeting purposes used as a comparator when calculating the Commercial Score – as illustrated in Appendix G
Capability Criteria	Key Personnel Capability as defined in Table 7
Certificate of Verification	Rail Industry Supplier Qualification Scheme accreditation for Product Code 07.12.04 – Operational Planning
Col	Conflict of Interest
Commercial Offer	The net price of the Tenderer's Commercial Proposal after the deduction of all discounts, rebates and other value added initiatives included within their offer
Commercial Score	The conversion of a Tenderer's Commercial Offer (maximum 30)
Consensus Rating	The Customer's moderated and agreed evaluation of Tenderer's proposals
Contract Outcome	The primary evaluation questions – see further Table 5
Customer	HS2 Ltd and DfT
DfT	Department for Transport
eB	Enterprise Bridge – the Customer's content and configuration management platform
EDI	Equality Diversity and Inclusion
EHRC	Equality and Human Rights Commission

Embedded Auditor	Tenderer's resource co-located with the Customer's Strategy and Analysis team
e-Sourcing Portal	HS2 Ltd's electronic tendering and default communication system hosted by BravoSolution (helpdesk 0800 368 4850 or help@bravosolution.co.uk)
ETI	Ethical Trading Initiative
Evaluator Assessment	See further Table 6 – Quality Ratings and Table 7 – Key Personnel Capability Ratings
External Provider	The Supplier of the Services
FOIA	The Freedom of Information Act 2000
H&S	Health and Safety
HS2	The High Speed Two programme
HS2 Ltd	High Speed Two (HS2) Limited – the company responsible for developing and delivering the High Speed Two Network
Information	All information, opinions and data, whether written or oral, made available to Tenderers during the tender process
Instructions	This document
Interview	An opportunity for the Customer to confirm its understanding of the Tender
ITT	Invitation to Tender (this document plus associated Appendices and other information supplied including any clarifications issued)
Key Personnel	The Tenderer's named resources for whom CVs have been supplied (singular Key Person)
Leading Proposal	The proposal assessed as the Most Economically Advantageous Tender
MEAT	The Most Economically Advantageous Tender
PFM	PLANET Framework Model
QA	Quality Assurance, including implementation audit
Qualifying Proposal	A proposal that meets the Technical Threshold
Quality Criteria	Quality of the Technical proposal, as defined in Table 6
Quality Rating	The conversion of the overall Key Personnel Ratings into a Quality Score – see further Table 8
RACI	Responsible, Accountable, Consulted and Informed
RISQS	Rail Industry Supplier Qualification Scheme administered by Achilles Information Limited
Savings Score	Non-linear comparison between Tenderer's Commercial Offer and HS2's Benchmark Cost
Services	Defined within Appendix F: Schedule of Requirements

SME	Small and Medium Sized Enterprises, as defined by the European Commission
Technical Score	The weighted conversion of the consensus Evaluator Assessments (maximum 70)
Technical Threshold	The minimum Contract Outcome and overall Technical Score – see further Table 9
Tenderer	The organisation responding to this Invitation to Tender
Tenderer's Overall Score	The sum of the Tenderer's Commercial and Technical Scores (maximum 100)
WebTag	Department for Transport Analysis Guidance