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**Invitation to Tender**

**For**

**Primary School Student Engagement Programme**

**Tender Ref: HS2/626**

**Guidance notes for tenderers**

**1. Introduction**

**1.1 Purpose of procurement**

1.1.1 High Speed Two (HS2 Ltd.) intends to procure a contract for the creation of an online resource and delivery of events to primary schools (hereinafter referred to as the “Services”).

1.1.2 Your company is hereby invited to tender to provide these Services.

1.1.3 The purpose of the procurement is to identify the Tender which represents, from the point of view of HS2 Ltd., the most economically advantageous solution for the delivery of the Services.

1.1.5 HS2 Ltd. intends to award a Contract to a single entity (hereinafter referred to as the “Supplier”) for one year from September 2016 to September 2017 with an option to extend up to a further two years.

1.1.6 This Invitation to Tender (ITT) sets out HS2 Ltd.’s detailed requirements and invites Tenderers to propose a solution for meeting these requirements.

**1.2 Contents**

* + 1. These guidance notes for tenderers contain:
1. information on HS2 Ltd. and HS2 Ltd. project (Section 2);
2. information pertaining to Health and Safety (Section 3);
3. HS2 Ltd.’s Contract strategy (Section 4);
4. an explanation of the ITT process and timescales (Section 5);
5. a description of the Tender documents required (Section6);
6. guidance on how HS2 Ltd. will evaluate the Tender responses (Section 7);and
7. a disclaimer (Section 8).

1.2.2 Tenderers should note that these guidance notes make reference to the following additional documents, which are available to download through HS2 Ltd.’s e-Sourcing portal.

1. The Form of Tender (Appendix A);
2. Certificate of Bona Fide Tender (Appendix B);
3. HS2 Ltd.’s Standard Terms and Conditions (Appendix C);
4. The Schedule of Qualifications (Appendix D);
5. The Pricing Schedule (Appendix E); and
6. HS2 Ltd. Equality, Diversity and Inclusion Policy (Appendix F);

**2. HS2 Ltd. and HS2 project**

2.1 High Speed Two (HS2) is the Government’s proposal to build a dedicated high-speed passenger railway that will connect London and Birmingham from 2026. The railway will then connect Birmingham to Crewe by 2027 and then, along a Y-shaped route, to Manchester in the West and Leeds and Sheffield in the East from 2033.

2.2 HS2’s Vision is to be a catalyst for growth across Britain. By transforming the connectivity and capacity of our transport system, HS2 will open up local and regional markets. It will support the development of our knowledge economy with regional specialisms. This will attract investment and improve job opportunities for hundreds of thousands of people across the whole country.

2.3 HS2 will provide fast, frequent and reliable connections for over 100 cities and towns, including 8 of our largest cities.  It will be fully integrated with local and regional transport, including airports, Crossrail, London Underground, Manchester trams, buses, cars and taxis, cycle paths and pedestrian walkways.

2.4 Our classic-compatible trains will run at high speed along our line and then switch over seamlessly to conventional tracks beyond Birmingham.  So from the first day of operations in 2026, high-speed trains will serve Manchester, Liverpool, Carlisle, Glasgow and Sheffield, Leeds, Newcastle and Edinburgh as well as London and Birmingham.

2.5 The Employer is the company responsible for developing and delivering this high speed network. Formed in 2009, it is wholly owned by the Department for Transport.

2.6 In 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.

2.7 In March 2016, HS2 received strong-cross party support with 399 to 42 MPs voting in favour of the third reading of the Hybrid Bill. This legislation will give HS2 the powers necessary to construct, operate and maintain Phase One. We are working towards Royal Assent in 2016 so we begin construction in 2017.

2.8 HS2 Mission is:

We are building a new high speed railway to better connect people across Britain.

As a high performing, innovative organisation, we will deliver value for money by applying the best in worldwide design and construction techniques.

We will achieve new standards in infrastructure delivery, resilient operations and passenger experience.

We will do this by:

* Adding capacity and connectivity that's integrated with other forms of transport
* Maximising opportunities for regeneration and growth
* Leading an agile, inclusive and safe operation with a diverse workforce
* Forging partnerships based on fairness and openness with all
* Being an exemplar project in our approach to engagement with communities, sustainability and respecting the environment
* Making Britain proud of HS2 by being proud of what HS2 does for Britain.

We are guided by our four values – safety, leadership, integrity and respect.

2.9 Simon Kirby, the CEO of HS2 Ltd., is committed to building HS2 better, faster and cheaper than any other railway. So we are looking to suppliers to assist us to bring in the project on time and on budget.

3.0 Further information on HS2 can be found at [www.gov.uk/hs2](http://www.gov.uk/hs2).

**3. Health and safety**



At HS2 Ltd., health and safety is at the heart of everything that we do.  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.

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.

**Strategic Principles:**

Our 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.
* **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.
* **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.
* **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.
* **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.
* **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.

**Focus Areas and Strategic Commitments:**

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

* Workforce safety;
* Public and neighbour safety;
* Occupational health and wellbeing;
* Safety by design;
* Safe procurement;
* Operations safety; and
* SMART assurance.

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.





**4. Contract strategy**

**4.1 Overview of requirement**

4.1.1 HS2 Ltd. are seeking to engage with an external organisation for the provision of Primary School Student Engagement Programme for a one year contract from September 2016 to September 2017 with an option to extend up to a further two years.

**4.2 Desired relationship with supplier**

4.2.1 HS2 Ltd. will seek a cooperative relationship wherever possible based on a clear understanding of respective roles and responsibilities and on the principles of:

1. transparency and fairness of process;
2. disclosure of relevant information and guidance when required on HS2 Ltd. specific viewpoint and needs;
3. identification and pre-emption of delivery risks;
4. rapid resolution of issues based on ‘Agile’ and "fix-first, argue later" ethos;
5. delivery of the approved solution to time/in budget given the very short timescale; and
6. a value-for-money solution.

**4.3 Contract terms and conditions**

4.3.1 Any Contract arising from this Procurement shall comprise the following documents:

1. HS2 Ltd. Standard Terms and Conditions (Appendix C);
2. Clarifications log;
3. Schedule of Requirements as returned to HS2 Ltd. with the Supplier’s Tender;
4. Schedule of Qualifications (Appendix D) as returned to HS2 Ltd. with the Supplier’s Tender;
5. Supplier’s Technical Envelope as returned to HS2 Ltd. with the Supplier’s Tender; and
6. Supplier’s Commercial Envelope as returned to HS2 Ltd. with the Supplier’s Tender.

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

4.3.2 Any Contract arising from this Procurement shall be subject to English law and the exclusive jurisdiction of the courts of England.

**5. ITT process**

**5.1 ITT single point of contact**

5.1.1 Tenderers must not approach any of HS2 Ltd.’s staff except where expressly permitted by this ITT.

5.1.2 HS2 Ltd.’s Procurement Manager (who shall be the single point of contact to whom all communication concerning this ITT should be directed) is Miss Beau Morgan. The Procurement Manager may only be contacted via HS2 Ltd.’s e-Sourcing portal. Communications transmitted via any other means (for example by email, fax, telephone or in person) will neither be accepted nor responded to.

**5.2 e-Sourcing portal**

5.2.1 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 HS2 Ltd. using the secure messaging system within the e-Sourcing portal.

5.2.2 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 HS2 Ltd. and the Tenderer is effective, and that suitable cover is provided, for example during periods when the Tenderer’s main contact person is absent.

**5.3 Procurement Timetable**

5.3.1 HS2 Ltd.’s indicative timetable is set out in Table 1. HS2 Ltd. reserves the right to amend these timescales at any time by notifying Tenderers through the e-Sourcing portal.

 **Table 1 – Indicative procurement timetable**

|  |  |
| --- | --- |
| Issue of ITT | 2nd August 2016 |
| Deadline for the receipt of Clarification Questions | 12Noon, 17th August 2016 |
| Deadline for the receipt of Tenders | 12Noon, 31st August 2016 |
| Evaluation of Tenders to be carried out | 31st August – 8th September 2016 |
| Notification of Tenderers to be progressed to Presentation | 9th September 2016 |
| Presentation | 14th September 2016 |
| Notification of successful Tenderer | 19th September 2016 |
| Contract award date | 23rd September 2016 |

**Issue of ITT**

5.3.2 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 documents. All documents are important and contain information which may have a considerable bearing on the success of the Tender Response. A list of all relevant documents is provided at Section 1.2.

5.3.3 Either in response to requests for additional information or clarifications in respect of this ITT, or in its own right, HS2 Ltd. may modify the ITT in any respect, by way of clarification, addition, deletion or otherwise, prior to the deadline for the receipt of Tenders.

5.3.4 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.

**Clarification queries**

5.3.5 Questions about the Contract requirement, the Contract Terms and Conditions, or about the content of the ITT must be submitted at the earliest opportunity by the secure messaging system in the e-Sourcing portal and in any event by the clarification deadline set out within the Procurement Timetable (Table 1).

5.3.6 HS2 Ltd. 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 HS2 Ltd.’s response to them. If a Tenderer wishes HS2 Ltd. to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of HS2 Ltd., the clarification is not confidential, HS2 Ltd. will inform the Tenderer, and the Tenderer shall have an opportunity to withdraw the query. If the query is not withdrawn, the response will be issued to all Tenderers.

**Tender submission**

5.3.7 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 1). **Tenderers are advised to allow sufficient time for the upload to be concluded prior to the deadline, as the e-Sourcing portal will prevent any part uploads concluding or late submissions.**

5.3.8 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.

5.3.9 The e-Sourcing portal will inform Tenderers when they have successfully submitted their response.

5.3.10 Full details of the documents which Tenders must comprise are provided in Section 6.

5.3.11 Tenderers who choose not to respond are kindly requested to simply log onto the e-Sourcing portal and reject the ITT.

5.3.12 Variant bids will not be accepted.

**Additional information required by HS2 Ltd.**

5.3.13 HS2 Ltd. reserves the right to seek further information or evidence for the purposes of confirming or clarifying any aspect of the content of a Tender.

5.3.14 HS2 Ltd. reserves the right, at its sole discretion, to request a Parent Company Guarantee and/or some other financial or performance guarantee.

 **Notification of Contract award decision**

5.3.15 HS2 Ltd. will notify all Tenderers of the outcome of this procurement via the e-Sourcing portal.

**Contract set-up**

5.3.16 In the event of your Tender being successful, the actual Contract between HS2 Ltd. and your organisation will only come into existence following notification to you in writing.

5.3.17 HS2 Ltd. reserves the right to make changes of a drafting nature to the Contract documents.

**6. Structure of compliant Tender**

**6.1 General**

6.1.1 Completed Tenders must comprise three elements:

(i) Qualification Envelope;

1. Technical Envelope; and

(iii) Commercial Envelope.

Each envelope can be accessed via the e-Sourcing portal and is clearly marked.

6.1.2 Within each envelope, tenderers must answer all questions. HS2 Ltd. reserves the right to disqualify any Tenderer who fails to answer one or more questions.

6.1.3 The Technical Submission must contain no reference to prices or any other information of a commercial nature.

6.1.4 Certain questions require supporting documents to be uploaded. For each and every document so requested:

1. it must be supplied;
2. it must be in English;
3. it must be named as directed by this ITT;
4. it must be in font no smaller than Arial 11 point;
5. it must be set to A4-size paper with the margins set to 2.5cm or greater; and
6. it must be submitted in PDF format except where otherwise expressly permitted by this ITT.

6.1.5 Where documents require signature they shall be signed by the Tenderer (and a scanned copy submitted) as follows:

(i) where the Tenderer is a single entity (or a single entity supported by subcontractors that are not Significant Subcontractors) by that single entity;

(ii) where the Tenderer is an unincorporated association, by the person duly authorised for that purpose to sign on its behalf, stating their position;

(iii) where the Tenderer is a Partnership, by two duly authorised partners; and

(iv) where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

6.1.6 Only documents requested by this ITT must be provided with the Tender. Tenders which contain unsolicited materials (for example sales brochures, marketing materials, video or audio files) may be disqualified. Although websites may be referenced, content included on the sites cannot be considered during evaluation.

**7. Evaluation Process**

**7.1 Phase 1 – Initial compliance check**

7.1.1 Each Tender shall first be reviewed to ensure that it has been submitted on time and meets HS2 Ltd.’s submission requirements as notified in Instructions to Tenderers.

**7.2 Phase 2 – Evaluation of Qualification Envelope**

7.2.1 The Employer will evaluate each of the questions within the Qualification Envelope “Pass” or “Fail” and reserves the right to disqualify forthwith any Tenders which score “Fail” against any of the questions within the Qualification Envelope as set out in Table 2a, 2b and 2c.

7.2.2 Only Tenders which have not been disqualified shall progress to Evaluation Phase 3 – Evaluation of Technical Proposal.

**Table 2a – Scoring Methodology for Qualification Envelope**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Question** | **Pass** | **Fail** |
| Q1.1 Conflict of Interest | Q.1.1.1 - 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?Q1.1.2 - If the answer to Q1.1.1 is 'Yes' Please attach further information explaining the perceived conflict and what you would do to mitigate this. This document does not form part of any word count / page limit. Please attach using the filename SupplierNameQ1.No page limit | The Tenderer has confirmed that no Conflicts exist; orThe Tenderer has demonstrated that systems and processes exist to mitigate any perceived risk. | The Tenderer has confirmed that a Conflict of Interest exists; andThe Tenderer failed to demonstrate how they would mitigate Conflict of Interest risks. |
| Q1.2 Form of Tender | Q1.2.1 - Please complete the Form of Tender (which can be downloaded as Appendix A) in full and attach using filename SupplierNameQ2 | Form is completed and attached | Form is not completed and attached |
| Q1.3 Certificate of bona fide Tender | Q1.3.1 - Please complete the Certificate of bona fide Tender (which can be downloaded as Appendix B) in full and attach using filename SupplierNameQ3 | Form is completed and attached | Form is not completed and attached |

**Table 2b – Scoring Methodology for Qualification Envelope Health and Safety Questions (Project Specific)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Question** | **Pass** | **Fail** |
| **Policy Statement** | Please provide a copy of the Applicant's policy for health and safety management (full policy, not just the policy statement), appropriate to the anticipated nature and scale of activity to be undertaken which complies with legal requirements and other relevant international, European or British standards.  For organisations employing less than 5 individuals, please provide a Policy as above, OR if you do not have a formal written policy, please provide a statement (max 2 A4 sides) indicating that an effective procedure is in place to manage Health & Safety, endorsed by the person (Director, CEO etc.) responsible for H&S within your organisation. Policy document: no page limit Please name the file 'Q1\_policy' | The applicant has submitted a health and safety policy that complies with legal requirements and is appropriate for the procurement activity. | Organisations employing more than 5 individuals: Policy is not provided, or a Policy is provided which fails to meet legal requirements or is not appropriate for the procurement activity. Organisations employing 5 or less individuals: The policy statement is not provided, or a Policy statement is provided which fails to meet legal requirements or is inappropriate for the procurement activity.  |
| **H&S Advice** | Please provide a statement describing your arrangements for accessing competent health and safety advice. The evidence provided will demonstrate that competent, relevant H&S resource is available and is utilised. For example, the H&S resource has a recognised level 4 occupational health and safety qualification/membership of a recognised health and safety institution/strong experience of health and safety issues in work tendered for. Page limit for statement: 2 A4 sidesPage limit for supplementary evidence: 8 A4 sidesPlease name the file 'Q4\_advice'  | The applicant has provided evidence that describes the organisations arrangements for accessing competent health and safety advice and demonstrates that these arrangements are satisfactory. This includes the name and competency details of the source of advice and evidence as to how this is appropriate to risks associated with the procurement. | The Applicant does not supply evidence or the evidence supplied demonstrates insufficient arrangements for the provision of competent health and safety advice. |
| **Risk Assessment** | Please provide a statement that describes the Applicant's arrangements for the assessment of risk and provide evidence that the Applicant's arrangements are highlighting, assessing, mitigating and where possible eliminating risk in activities relevant to the procurement. The response should be supplemented by ONE specific Risk Assessment/register/hazard log produced within the last 12 months applicable to the procurement.Page limit for statement: 2 A4 sidesPage limit for supplementary evidence: no page limitPlease name the file 'Q6\_risk' | The submission clearly describes the arrangements in place for the assessment of risk and provides evidence that the arrangements are capable of supporting the procurement. The submission also provides evidence that significant risks to health and safety are identified, that these risks are recorded, where possible eliminated and if not, mitigated as far is reasonably practicable. | The Applicant has not submitted a response or evidence demonstrates that the organisation does not have a risk assessment system in place appropriate to the hazards and risks encountered in the procurement, or that a system is in place that is not used effectively.  |

**Table 2c –Qualification Envelope Questions - EDI (Project Specific)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Question** | **Pass** | **Fail** |
| Equality 1(a) | In the last three years has any finding of unlawful discrimination been made against the Applicant (or any party in a Consortium) by any court or industrial or employment tribunal or equivalent body? |  |  |
| Equality 1(b) | If the answer to question 1(a) is 'Yes', the Applicant 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.Page limit 1 sides of A4The file should be named 'Q1b\_discrimination\_tenderers name | The response to question Q1a was 'No'; orThe response to question Q1a was 'Yes'; and evidence provided in response to Q1b demonstrates that the Applicant (or Party) has taken action to prevent repetition of the unlawful discrimination and that the actions taken are to the satisfaction of HS2 Ltd. | The response to question Q1a was 'Yes' and no evidence, or insufficient evidence, or evidence that does not satisfy HS2 Ltd., has been provided in response to question Q1b to demonstrate that the Applicant (or Party) has taken action to prevent repetition of the unlawful discrimination |
| Equality 2(a) | In the last three years has any contract with the Applicant (or Parties) been terminated on grounds of your failure to comply with:i. Legislation prohibiting discrimination? ii. Contract conditions relating to equality? |  |  |
| Equality 2(b) | If the answer to question 2(a) is 'Yes', the Applicant is required to upload a statement providing details of any contract terminations that have been made and any steps taken to prevent any repetition.Page limit 1 sides of A4The file should be named '2(b)\_termination\_Tenderers Name | The response to 2(a) was 'No' or The response was 'Yes' and evidence has been supplied in response to 2(a) demonstrates that the Applicant (or Party) has taken action to prevent repetition of failure to comply with legislation prohibiting discrimination and / or contract conditions relating to equality, and that the actions taken are to the satisfaction of HS2 Ltd.  | The response to question 2(a) was 'Yes' and no evidence, or insufficient evidence, or evidence that does not satisfy HS2 Ltd., has been provided in response to question 2(a) to demonstrate that the Applicant (or Party) has taken action to prevent repetition of these acts. |
| Equality 3(a) | In the last three years has the Applicant or Parties been subject to a compliance action by the Equality and Human Rights Commission (EHRC), or an equivalent body on grounds of alleged unlawful discrimination? |  |  |
| Equality 3(b)  | If the answer to question 3(a) is 'Yes', the Applicant 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.Page limit 1 sides of A4The file should be named '3b\_EHRC' | The response to question 3(a) was 'No'; orThe response to question 3(a) was 'Yes'; and evidence was supplied in response to question 3(a) demonstrates that the Applicant (or Party) has taken action to prevent repetition of the unlawful discrimination and that the actions taken are to the satisfaction of HS2 Ltd. | The response to question 3(a) was 'Yes' and no evidence, or insufficient evidence, or evidence that does not satisfy HS2 Ltd., has been provided in response to question 3b to demonstrate that the Applicant (or Party) has taken action to prevent repetition of the unlawful discrimination |
| Equality 4(a) | Please can the Applicant (the Lead Party in the case of a Consortium) set out and evidence the current arrangements / activities you have in place to: i. Communicate your organisations commitment to EDIii. Monitor the satisfaction of staff against demography (i.e. gender, disability & race) iii. Monitor the diversity of job applicants and your workforce iv. Train staff on their EDI responsibilitiesv. Ensure there is no discrimination in the recruitment processvi. Ensure that your supply chain complies with your commitment / policy on EDI and the Equality Act 2010 (or any other equivalent legislation) Please outline the outcomes that have been achieved through the above activities, in particular any outcomes relating to: vii. Increasing the diversity of Job applicants and the existing workforce viii. Increasing the diversity of the supply chain (e.g. increasing number of suppliers that are minority owned / led businesses\* ix. Improved staff satisfaction scores for diverse groups or those who are underrepresented in your workforce (where issues have been previously identified)\*Minority owned / led businesses are those where: women, people who are Black Asian and Ethnic Minority (BAME), Lesbian, Gay or Bisexual or disabled people make up more than 50% of the partners or directors in day-to-day control of the business or where the sole proprietor is from one of these groups.Page limit 3 A4 sidesThe file should be named '4a\_EDI Arrangements | The response to question 4(a)• shows evidence of previous experience and achievements against majority of the activities listed in i-vi and majority of the outcomes listed in vii-ix;• demonstrates the capability to deliver on most of the EDI activities;• provides details of how activities have been implemented and what outcomes have been achieved and these are relevant to HS2 Ltd. requirements | The response to question 4(a)• does not completely address and evidence current arrangements / activities as listed in i - vi; and • provides incomplete evidence regarding achieved outcomes as listed in vii - ix; and •The response provided does not provide confidence fully that the requirements can be met. |

**7.3 Phase 3 – Evaluation of Technical Envelope (Stage 1, Written Proposal)**

7.3.1 Tenderers are asked to demonstrate and provide evidence of their experience and capability to undertake the Specification of Services anticipated for each stage of the Contract – see further Table 4 – which provides details of the Evaluation scheme and weightings for each sub-criterion.

7.3.2 The Employer will evaluate the Tenderer’s responses to Questions T1- T8 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. Tenderers should ensure that their responses give the Employer confidence that each aspect of the Schedule of Requirements has been met.

7.3.3 The Employer’s Evaluators will assess the Tenderers' response to all sections of the Criteria and Weightings for Evaluating the Quality of the Technical Response against the “Quality Criteria” shown in Table 3.

7.3.4 Upon completion of the initial, independent, evaluator assessments the Employer will convene an ‘evaluation panel’ of all the Evaluators to arrive at a ‘Consensus Rating’ for each sub-criterion.

7.3.5 Having determined the Consensus Ratings, the ‘Technical Score’ for each sub-criterion will be calculated using the following formula:

Technical Score = (Rating Score/5) × Written Submission Weighting

**7.4 Phase 3 – Evaluation of Technical Envelope (Stage 2, Clarification meeting)**

7.4.1 As part of the evaluation process, the Employer may invite no more than three of the highest scoring

Tenderers based on their initial tender submission to present their concept.

7.4.2 The purpose of the presentation is to gain a greater understanding of the Tenderer’s Technical Response and will generally take the form of a short presentation (by the Tenderer) followed by a question and answer session.

7.4.3 Although not scored on a separate basis, the session will be used to confirm the technical / quality score assessments of the tender evaluation. As such, scores achieved during the written tender evaluation may be adjusted (up or down) and the consolidated score of a Tenderer amended.

7.4.4 The Employer has set aside the following dates for accommodating potential Tenderer Presentations: **14th September 2016** at the Employer’s premises in Canary Wharf.

 **Table 3 – Scoring Methodology for Technical Envelope**

| Grade | Definition of grade |
| --- | --- |
| 0 | A wholly unsatisfactory Tenderer response that (where applicable):1. Provides no response or omissions/oversights that prevent scoring;
2. Refuses to deliver the requirement; and
3. Creates concerns so significant that the response would be detrimental to the interests of HS2 Ltd.
 |
| 1 | A generally unsatisfactory Tenderer response that (where applicable):a) Does not address the questions or has omissions;b) Lacks understanding in significant areas;c) Provides an approach which has gaps or creates concerns;d) Shows that the level of confidence that the supplier can deliver is low;e) Creates uncertainty; andf) Displays significant lack of commitment (with doubt as to the extent to which would translate into contractual terms). |
| 2 | A Tender Response that (where applicable):1. Addresses some of the question but *either* lacks relevant information and detail *or* lacks substance in a manner that would suggest the response is a *“model answer”*;
2. Demonstrates some understanding but with a lack of clarity in key areas;
3. Provides an approach which is not wholly appropriate or viable or lacks evidence;
4. Shows that the level of confidence that the Tenderer can deliver does not outweigh the doubt;
5. Does not address many areas of doubt and uncertainty; and
6. Does not offer sufficient commitment (with doubt as to the extent to which would translate into contractual terms).
 |
| 3 | A satisfactory Tender Response that (where applicable):1. Addresses the majority of the question and is generally of a good standard but lacks substance or detail in some areas;
2. Demonstrates an understanding of what is being asked for;
3. Provides a satisfactory approach;
4. Offers a general level of confidence that the Tenderer will deliver the service (but with room for doubt in some areas);
5. Address some areas of doubt and uncertainty; and
6. Provides some commitments that can be translated well into contractual terms.
 |
| 4 | A good Tender Response that (where applicable):1. Addresses all aspects of the question and is generally of a good standard;
2. Demonstrates a good understanding of what is being asked for;
3. Provides a worked-up methodical approach;
4. Offers confidence that the Tenderer will deliver the service in full with limited areas of doubt or uncertainty;
5. Addresses key areas of doubt and uncertainty; and
6. Provides commitments that can be translated well into contractual terms.
 |
| 5 | A wholly excellent Tender Response that (where applicable):1. Addresses all aspects of the question in an informed and comprehensive manner;
2. Demonstrates a thorough understanding of what is being asked for;
3. Provides evidence of how that understanding can be applied in practice;
4. Offers full confidence that the Tenderer will deliver the service in full;
5. Addresses the majority of areas of doubt and uncertainty; and
6. Provides certain, unambiguous commitments or statements of intent that permit reliance through translation into contractual terms.
 |

7.2.2 The scores attached to each of the responses shall then be weighted as set out in Table 4. The table also sets out the evidence expected of Tenderers to achieve the highest possible score against each question.

7.2.3 The weighted scores will then be totalled to determine the Tenderer’s Total Quality Score.

7.2.4 Tenderers may be disqualified, and therefore not progress to the Commercial Evaluation stage, if:

(i) their Tender fails to achieve a minimum Total Quality Score of 35% (out of a maximum possible 70%); and/or

(ii) their Tender is awarded a score of zero (0) against any of the Questions.

**Table 4- Criteria and Weightings for Evaluating Technical Submission**

|  | **Question** | **Further information** | **Weighting %** |
| --- | --- | --- | --- |
| T.1 Organisational experience | Please provide details of the experience that the Tenderer (as an organisation or organisations) has in the delivery of services similar to those required under this contract. Please provide examples from up to three contracts from either, or both, the public and private sectors, that are relevant to HS2 Ltd.’s requirement(s). These should have been performed during the past four years, to include:* organisation name;
* customer contact name, phone & e-mail;
* contract start & completion date;
* contract Value; and
* brief description of the project and overview of the Client’s needs and deliverables

(maximum of 3 sides of A4 text, plus 3 additional A4 pages of supporting visuals) | The case studies should demonstrate that the Tenderer has the capability to deliver the Employer’s requirements. The evidence should include: a clear process, covering how it has successfully designed, developed and launched relevant service. An overview of the outcomes and impact of the services, explaining the reasons for success – including how any risks and challenges were overcome. Within the case studies you are to demonstrate where you (or a sub-contracted party) have delivered the following components:* Online resource development;
* Event delivery;
* School student engagement; and
* Teacher engagement.
 | 8% |
| T.2 Service Delivery Team | Please provide a complete resource plan for the delivery of the Specification including details of the team involved, what these individuals will be doing and why these individuals are suitable for this requirement with their relevant skills and experience.(maximum of 3 sides of A4) | The Tenderer has the level and quality of resources to deliver the scope of the service delivery requirements.The Tenderer’s response should show that it has:* Identified the project manager who has the appropriate leadership, expertise and credibility in the field and the skills, qualifications and experience to lead the scope of service delivery requirements;
* Assigned suitably qualified and experienced resource to carry out all roles identified within the tender specification;
* A clear organogram of how the organisation(s) resource is structured to support the delivery of these services; and
* A contingency plan in place in case of absence or sickness of Event delivery staff.
 | 5% |
| T.3Project Management | Please outline the Tenderer’s ability to plan and manage the overall Programme.(Please refer to SOR section 4.8 - Project Management, planning and reporting)(maximum of 2 sides of A4) | Provision of an outline plan for the creation of content and delivery of the HS2 Primary Schools Student Engagement Programme. The plan should include:* A defined and achievable timeline which clearly sets out the activities involved in meeting each requirement, including key milestones and the time devoted by each of the individuals;
* A clear process on how you will manage the project team to include any sub-contractors who shall be responsible for delivering elements of the service requirement;
* A credible outline of the Programme content – both within the Resource and the Event;
* Has a suitable process through which the Tenderer shall liaise with the Employer to obtain approval at key stages in the programme; and
* Has a quality assurance regime that monitors, measures and assures quality outcomes.
 | 5% |
| T.4On-line Resource proposal | Please outline the Tenderer’s proposal to design and develop the Resource. (Please refer to SOR section 4.3 - Development and hosting of the online Resource (by December 2016)(maximum of 6 sides of A4 text, plus 4 additional A4 pages of supporting visuals) | Provision of a methodology that clearly outlines the proposed on-line Resource. This should:* Identify the chosen technology platform and outline the reasons why this has been selected;
* Include a hyperlink (and HS2 access) to a similar On-line Resource (live, or demonstration site) that has been developed using the technology platform you are proposing. If this is not possible, include supporting visuals to accompany the statement. Tenderers will score more highly where a hyperlink and access to a working example is provided.
* Show how it would accommodate the challenge (conceiving, designing, engineering and building of the train or railway of the future) and explain how it would include context for high speed rail;
* Include a methodology on how it would successfully engage the target audience;
* Outline a clear suitable process for the consideration of accessibility requirements for the Resource, for example: accessibility for visually impaired users; moderation of communications and content;
* Show how the Resource would provide an immediate and satisfying short challenge which could be completed during the course of the Event, but also allow for continued play and development over a longer period;
* And describe the testing process that gives HS2 Ltd. confidence that, by the launch of the programme, the Resource shall be fully operational and free from bugs/flaws.
 | 12% |
| Please outline the Tenderer’s ability to provide ongoing support, maintenance and scalability for the Resource(Please refer to SOR section 4.3 - Development and hosting of the online Resource (by December 2016)(maximum of 2 sides of A4) | Provision of a methodology of the proposed ongoing support and development package for the Resource, including:* A clear process for hosting arrangements, shown to be robust and scalable;
* Appropriate arrangements for technical support, detailing communication mechanisms and response time, to ensure maximum availability of the Resource; and
* Detailed licencing/subscription arrangements for the Resource showing how these are accommodated within delivery of the Programme.
* An indication of the scalability of the Resource, showing how it can be accessed by schools not targeted through this Programme, as well as use by the supply chain and wider industry. It is preferred that licensing/subscription costs are kept to a minimum for schools outside the Programme in order to encourage this growth. Responses with low or no licensing/subscription costs will score more highly.
 | 8% |
| Please outline the Tenderer’s ability to ensure data and personal security(Please refer to SOR section 4.3 - Development and hosting of the online Resource (by December 2016)4.10 - Online security 4.11 - Data Protection)(maximum of 2 sides of A4) | A clear description describing how data is managed and accessed through the Resource, and how personal security is ensured, including:* A credible approach to data protection in line with HS2 Ltd.’s requirements;
* A credible approach to online security in line with HS2 Ltd.’s requirements
* A clear description of the data dashboard and HS2 Ltd.’s access to this, as well as the ability of users to access and share their work; and
* An appropriate level of detail on the registration process and hierarchical access to the Resource (e.g. permission levels for student, teacher, Supplier, HS2 Ltd.).
 | 5% |
| T.5Event & Programme proposal | Please outline the Tenderer’s proposal for the Event format, showing how this would link to both the whole Programme (encompassing the Event and the Resource) with the primary school curriculum and early development of employability skills, at the same time addressing key HS2 themes. (Please refer to SOR section 4.3 - Development and hosting of the online Resource (by December 2016)4.4 - Development of Event format (by December 2016)4.9 - Health and safety risk)(maximum of 4 sides of A4) | Provision of your outline proposal for the Event format to support the online resource. This shall describe:* The format and content of the Event showing how this launches the Resource itself, and promotes further engagement beyond the Event – both within the group of students engaged and across the school;
* How it would engage the target audience, including under-represented groups;
* A credible programme (the Event and the Resource) that connects with the Key Stage 2 curriculum, especially in relation to STEAM – Science, Technology, Engineering, Arts and Mathematics;
* How appropriate early employability skills will be developed though both interaction with the Resource and during Event delivery;
* How the Programme promotes awareness of the HS2 project and key HS2 themes, in particular: innovation, collaboration and sustainability (for example, encouraging creativity, team working, use of communication channels, green solutions); and
* Suitable arrangements that would be made for safeguarding of students (for example DBS checks) and Health and Safety.
 | 10% |
| T.6School and teacher liaison | Please outline the Tenderer’s proposed approach to liaise with schools and teachers during the Programme, along with an outline of the teacher training format.(Please refer to SOR section 1.4 - Background Information)4.3 – Development and hosting of the online Resource (by December 2016)4.4 - Development of Event format (by December 2016)4.12 - General)(maximum of 3 sides of A4) | Provision of a methodology which outlines the proposed approach to liaise with schools and teachers during the Programme, and enable take-up outside the Programme, including:* An appropriate process by which the Tenderer shall identify and engage schools and teachers in line with HS2 Ltd.’s criteria;
* Evidence of any pre-existing relationships with primary schools that will support the development and pilot processes as well as the full programme roll-out;
* A clear outline process of the proposed teacher training format (for example, webinars to take place prior to event delivery); and
* An explanation of how the design of the Resource (and accompanying components such as teacher training) would facilitate its take-up beyond the Programme directly by schools and also via supply chain partners
* Clear examples of the resources you would provide to enable HS2 Ltd. to raise awareness of the Resource beyond the Programme itself.
 | 10% |
| T.7 Reporting | Please describe how the reporting of Programme activity will provide meaningful feedback to the Employer.(Please refer to SOR section 4.8 - Project Management, planning and reporting)(maximum of 2 sides of A4) | A clear description of the outputs (both quantitative and qualitative) the tenderer expects to capture. The Tenderer should clarify how outputs will be captured both in relation to the Events and the Resource itself, and how recommendations might be formed and actioned as a result.   | 5% |
| T.8Equality Diversity and Inclusion (“EDI”) Action Plan | Please outline how you will ensure that the EDI requirements set out in Appendix F are met within your organisation and across the team selected to deliver the service. Note that, if successful, your response to this question (meeting the opposite evaluation criteria) will form your “EDI Action Plan”, as detailed in the ITT. If successful, during the contract term the Employer may request you to review and update your EDI Action Plan in order to provide assurances that a consistent, compliant approach to EDI is being followed.(maximum of 3 sides of A4) | The Tenderer’s response (which will form its EDI Action Plan) should include how the Tenderer will: * Communicate its EDI Policy within its organisation and its supply chain
* Ensure understanding of and promote adherence to the Equality Act 2010 within its organisation and any sub-contractors
* Promote best / exemplar EDI practice within its organisation and any sub-contractors and in the delivery of these services
* Widen access to employment and sub-contracting opportunities amongst local people, including diverse groups, the unemployed and people who are currently underrepresented within its workforce
* Use diversity monitoring data, including that from any sub-contractors, to inform change and address any underrepresentation of particular groups within its workforce;
* Ensure compliance with and delivery of the Employer’s EDI policy within its organisation, proposed team and any sub-contractors;
* Monitor the implementation of the above, report on that activity, and how it will demonstrate continual improvement within its organisation
 | 2% |

**7.3 Phase 4 - Evaluation of Commercial Envelope**

7.3.1 The commercial evaluation will be carried out by establishing the assessed price of each submission, making any adjustments necessary to ensure the tendered price are treated on an equal basis. The tendered price is taken from each completed Pricing Schedule as per Appendix E to this ITT.

7.3.2 Should a manifest error be discovered in any pricing, the Tenderer will be given an opportunity of confirming the price or amending it to correct the error.

7.3.3 The Tender which achieves the lowest acceptable assessed price will be awarded full available marks for commercial submission element, with all other tenders being base-lined to this and awarded proportionate scores. The rationale to be applied will be:

Score = Lowest Tender Price x Available Marks (30%)

Tender Price

7.3.4 Tenders with abnormally low prices may be rejected by HS2 Ltd. Any Tender with a contract price that is 25% below the average of all the contract prices excluding the highest assessed price will be deemed suspiciously low. Suspiciously low prices will be considered further by HS2 Ltd. before a decision is taken as to whether the price is abnormally low.

**7.4 Phase 5 – Most Economically Advantageous Tender**

7.4.1 The Contract will be awarded to the Tenderer who has submitted the most economically advantageous proposal as evaluated by HS2 Ltd.

7.4.2 For each Tender HS2 Ltd. will combine the Total Commercial Score (maximum possible score 30) with the Total Technical Score (maximum possible score 70) to calculate the Tender’s Overall Score (maximum possible score 100).

7.4.3 The most economically advantageous Tender will be the one which achieves the highest Overall Score.

**8. Disclaimer**

8.1 No information contained in this ITT, or in any communication made between HS2 Ltd. and any Tenderer in connection with this ITT, shall be relied upon as constituting a contract, agreement or representation that any contract will necessarily be offered.

8.2 Tenderers must place no reliance on communications from HS2 Ltd. in respect of the Services or this ITT except when made in accordance with this ITT.

8.3 HS2 Ltd. reserves the right, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time.

8.4 Under no circumstances shall HS2 Ltd. incur any liability in respect of this ITT or any supporting documentation and HS2 Ltd. will not reimburse any costs incurred by Tenderers or potential Tenderers in connection with preparation and/or submission of their responses to this ITT.

8.5 A Tenderer may be disqualified at any stage if:

(i) Tenderer is guilty of material misrepresentation in relation to its application and/or the process;

(ii) Tenderer contravenes any of the terms and conditions of this ITT;

(iii) A change in identity, control, financial standing, previous bid position or other factor impacting on the selection and/or evaluation process affecting the Tenderer; and

(iv) Tenderer breaches the terms and conditions of use for the e-Sourcing portal.

8.6 The disqualification of a Tenderer will not prejudice any other civil remedy available to HS2 Ltd. and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

8.7 HS2 Ltd. reserves the right to terminate any contract arising out of this procurement at any time if HS2 Ltd. becomes aware that information provided within the Supplier’s Tender was misleading.

8.8 This ITT and all information supplied by HS2 Ltd. in connection with this ITT shall be treated as confidential by the Tenderer (except that such information may be disclosed subject to obligations of confidentiality corresponding to those which bind the potential provider and only so far as is necessary for the purpose of obtaining sureties, guarantees, Tenders and professional advice necessary for the preparation and submission of a Tender).

8.9 All materials, specifications and data supplied by HS2 Ltd. to the potential providers shall, at all times, be and remain the exclusive property of HS2 Ltd., but shall be held by the potential provider in safe custody. They shall not be used other than for the preparation and submission of a Tender or in accordance with HS2 Ltd.’s written instructions or authorisation. HS2 Ltd. reserves the right to require Tenderers to sign a separate confidentiality agreement.

8.10 Tenderers should note that HS2 Ltd. is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).

8.11 HS2 Ltd. may therefore be required under the FOIA and the EIR to disclose Information concerning the Tender (including commercially sensitive information) without consulting or obtaining consent from the Tenderer. In these circumstances HS2 Ltd. shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Tenderer advance notice, or failing that, to draw the disclosure to the Tenderer's attention after any such disclosure.

8.12 Notwithstanding any other provision in the Agreement, HS2 Ltd. shall be responsible for determining in its absolute discretion whether any Information relating to the Tenderer or the Tender is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

8.13 Furthermore, HS2 Ltd. participates fully in the Government's transparency arrangements. As such, Tenderers should be aware that:

1. any contract resulting from the procurement exercise will be published in full, subject to limited redactions in line with FOIA exemptions; and
2. aggregated financial transactions in relation to the contracted services will be published.