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Tender

## **HS2 Phase 1 Stations: Interchange Station Two-Stage Design and Build Contract and Framework Agreement**

HS2

F05: Contract notice – utilities

Notice identifier: 2021/S 000-012617

Procurement identifier (OCID): ocds-h6vhtk-02b8ba

Published 4 June 2021, 10:45pm

### **Section I: Contracting entity**

#### **I.1) Name and addresses**

HS2

High Speed Two (HS2) Ltd, Two Snowhill, Queensway

Birmingham

B4 6GA

#### **Email**

[scc@hs2.org.uk](mailto:scc@hs2.org.uk)

#### **Telephone**

+44 2079443000

#### **Country**

United Kingdom

#### **NUTS code**

UK - United Kingdom

**Internet address(es)**

Main address

<https://www.hs2.org.uk/>

**I.3) Communication**

Access to the procurement documents is restricted. Further information can be obtained at

<https://hs2.bravosolution.co.uk/web/index.html>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://hs2.bravosolution.co.uk/web/index.html>

Tenders or requests to participate must be submitted to the above-mentioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at

<https://hs2.bravosolution.co.uk/web/index.html>

**I.6) Main activity**

Railway services

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

HS2 Phase 1 Stations: Interchange Station Two-Stage Design and Build Contract and Framework Agreement

#### **II.1.2) Main CPV code**

- 45213300 - Buildings associated with transport

#### **II.1.3) Type of contract**

Works

#### **II.1.4) Short description**

This procurement is for HS2 Phase 1 Stations: Interchange Station two-stage design and build contract and relates to the new Midlands Station to be constructed in the Interchange Triangle, bounded by the M42 Motorway, the A452 Chester Road and the A45 Coventry Road, Solihull. The Contract will be for the design and build of the Interchange Station to budget and programme, including commissioning and associated works and services. As part of the Design Services to be provided under the Contract, the Contractor will be responsible for the design, including design to date. It is for the Contractor to satisfy itself of design suitability. Following the Station build, the Contractor will remain responsible for the site and for maintaining the works until delivery in to passenger service. The Scope (including Third Party Stakeholder Scope, “Outcomes”) is described in the Pre-Qualification Pack (‘PQP’) and accompanying procurement documents. As well as awarding the Contract, HS2 Ltd will also enter into a Framework Agreement with unsuccessful Tenderers whose technical submissions at ITT stage achieve a minimum threshold evaluation score (see Section II.2.11 below and PQP Heads of Terms for further information).

#### **II.1.5) Estimated total value**

Value excluding VAT: £370,000,000

#### **II.1.6) Information about lots**

This contract is divided into lots: No

### **II.2) Description**

## **II.2.2) Additional CPV code(s)**

- 31300000 - Insulated wire and cable
- 31600000 - Electrical equipment and apparatus
- 45211360 - Urban development construction work
- 45213310 - Construction work for buildings relating to road transport
- 45213320 - Construction work for buildings relating to railway transport
- 45213321 - Railway station construction work
- 45213322 - Rail terminal building construction work
- 45221000 - Construction work for bridges and tunnels, shafts and subways
- 45300000 - Building installation work
- 71000000 - Architectural, construction, engineering and inspection services
- 71200000 - Architectural and related services
- 71300000 - Engineering services
- 71400000 - Urban planning and landscape architectural services
- 71500000 - Construction-related services
- 72242000 - Design-modelling services

## **II.2.3) Place of performance**

NUTS codes

- UKG - West Midlands (England)

Main site or place of performance

The Interchange Triangle, bounded by the M42 Motorway, the A452 Chester Road and the A45 Coventry Road in the Parish of Bickenhill within the borough of Solihull

## **II.2.4) Description of the procurement**

Procurement of a two-stage design and build contractor (the Contractor) for the successful delivery of the new HS2 station to be located [in triangle of land formed by the M42, A45 and A452 in the Parish of Bickenhill within the borough of Solihull]. The Contractor will be appointed to design and build the new HS2 Station at Interchange to

budget and programme. The procurement is also for the award of a framework agreement as described in section II.1.4) (Short description) above. Further information on the scope of the Contract, the framework agreement and the procurement is included in the PQP and accompanying procurement documents.

**II.2.5) Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

**II.2.6) Estimated value**

Value excluding VAT: £370,000,000

**II.2.7) Duration of the contract, framework agreement or dynamic purchasing system**

End date

31 December 2029

This contract is subject to renewal

No

**II.2.9) Information about the limits on the number of candidates to be invited**

Envisaged minimum number: 3

Maximum number: 4

Objective criteria for choosing the limited number of candidates:

Objective criteria for choosing the limited number of candidates:

Applicants are referred to the PQP and PQQ for information on HS2 Ltd's criteria for choosing Applicants to be invited to tender for the Contract (and Framework Agreement). HS2 Ltd expects to select only the top 3 Applicants to tender for the Contract. However,

HS2 Ltd reserves the right in its absolute discretion to invite fewer than three or to invite the fourth placed Applicant to tender for the Contract on the basis described in PQP Manual

Section [1.7.2]

#### **II.2.10) Information about variants**

Variants will be accepted: No

#### **II.2.11) Information about options**

Options: Yes

Description of options

Applicants should be aware that HS2 Ltd reserves the right to omit and/or vary the scope of the Contract (and the Framework Agreement). As further described in the PQP, Applicants should note in particular that:

##### **1) Optional Scope**

- (i) HS2 Ltd reserves the right to instruct optional scope to include possible third party scope described in PQP Outline Scope, comprising the works and services described in Section 3 of the PQP Outline Scope as third party stakeholder scope Outcomes;
- (ii) as described in PQP Outline Scope, the Optional Scope is currently being defined and confirmed. Therefore, HS2 Ltd reserves the right to either include, exclude or adjust the scope (in whole or in part) as part of the Contract (or the Framework Agreement) either during the procurement process prior to contract award or post award as an anticipated post contract modification;
- (iii) If instructed by HS2 Ltd at its sole and absolute discretion, such Optional Scope would be undertaken by the Contractor in accordance with the Contract (or the Framework Agreement) and the rates and prices and % fee submitted by the successful Tenderer will be applied to inform and calculate the price payable for undertaking such Optional Scope.

- 2) Step-in, replacement, or omission of scope. HS2 Ltd will reserve the right to require collateral warranties from the Contractor itself and any sub-contractors for the benefit of HS2 Ltd and/or for the benefit of Others. HS2 Ltd will reserve the right to “step-in” to correct defects (at the Contractor’s expense) or to omit Scope. Key sub-contractors will be required to provide collateral warranties permitting step-in by the Employer or assignment to Others to facilitate this. HS2 Ltd will also reserve the right in certain scenarios to step-in and rescue and step-out or to step-in to the Contractor’s appointment

following a termination and to step-in to Subcontracts as Employer. Further details on the precise termination and step in and sub-contractor rules and information on rights to omit Scope will be described by HS2 Ltd in the procurement documents to be provided to Tenderers at ITT stage.

### 3) Secondees

The Contract will provide that a Contractor's employees may be seconded to HS2 Ltd to assist HS2 Ltd in managing the HS2 project (which could include managing works during any step-in period).

### 4) Framework Agreement

As described at section II.1.4) (Short description) above, as well as awarding the Contract, HS2 Ltd will enter into a Framework Agreement for resilience and assurance purposes. The Framework Agreement will be awarded in accordance with UCR 2016 (as amended), reg. 51 (Framework agreements) and will be for the same duration as the Contract, for a period of less than 8 years.

Further information in relation to the scope, the Framework Agreement, HS2 Ltd's resilience measures and HS2 Ltd's options is included in the PQP.

#### **II.2.13) Information about European Union Funds**

The procurement is related to a project and/or programme financed by European Union funds: No

#### **II.2.14) Additional information**

Applicants are referred to VI.3) Additional information in this Contract Notice below.

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## **Section III. Legal, economic, financial and technical information**

### **III.1) Conditions for participation**

#### **III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions

List and brief description of conditions:

Applicants are referred to the PQP and PQQ for information about conditions for participation

#### **III.1.2) Economic and financial standing**

Selection criteria as stated in the procurement documents

#### **III.1.3) Technical and professional ability**

Selection criteria as stated in the procurement documents

#### **III.1.4) Objective rules and criteria for participation**

List and brief description of rules and criteria

Applicants are referred to the PQP and PQQ for information about HS2 Ltd's rules and criteria for participation.

#### **III.1.6) Deposits and guarantees required**

HS2 Ltd reserves the right to require guarantees, bonds, collateral warranties (including the grant of step-in rights to Subcontracts) and other forms of security as appropriate to be specified in the procurement documents to be made available at ITT stage. Applicants are referred to the PQP for relevant information available at this Contract Notice stage.

#### **III.1.7) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them**

The main financing conditions, payment mechanism, performance standards and incentive mechanism will be described in the procurement documents to be made available at ITT stage, but it is expected that payment arrangements will be in accordance with the provisions of NEC3 Engineering and Construction Contract. (ECC) Option A: Priced contract with activity schedule) (Stage One) and Option C: Target contract with activity schedule (NEC3 ECC Option C) (Stage Two) with HS2 Ltd amendments. Further

details will be provided in the ITT. Applicants are referred to the PQQ and accompanying procurement documents for relevant information available at this Contract Notice stage.

**III.1.8) Legal form to be taken by the group of economic operators to whom the contract is to be awarded**

HS2 Ltd will accept expressions of interest and tenders from single entities or consortia. HS2 Ltd does not require those consortia who intend to form a single legal entity to do so at the PQQ stage. HS2 Ltd will consider contracting with a consortium, providing always that the participants in any consortium are jointly and severally liable for all of the obligations of the Contractor under the Contract.

**III.2) Conditions related to the contract**

**III.2.3) Information about staff responsible for the performance of the contract**

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

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## **Section IV. Procedure**

**IV.1) Description**

**IV.1.1) Type of procedure**

Negotiated procedure with prior call for competition

**IV.1.3) Information about a framework agreement or a dynamic purchasing system**

The procurement involves the establishment of a framework agreement

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement: 2

In the case of framework agreements, provide justification for any duration exceeding 8 years:

N/A

**IV.1.4) Information about reduction of the number of solutions or tenders during negotiation or dialogue**

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

#### **IV.1.6) Information about electronic auction**

An electronic auction will be used

#### **IV.1.8) Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: Yes

### **IV.2) Administrative information**

#### **IV.2.2) Time limit for receipt of tenders or requests to participate**

Date

5 July 2021

Local time

12:00pm

#### **IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates**

29 September 2021

#### **IV.2.4) Languages in which tenders or requests to participate may be submitted**

English

#### **IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Duration in months: 12 (from the date stated for receipt of tender)

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## Section VI. Complementary information

### VI.1) Information about recurrence

This is a recurrent procurement: No

### VI.3) Additional information

- 1) Terms with an initial capital letter used in this Contract Notice, the PQP and the PQQ have the meanings given in PQP Manual, Appendix 4 (Glossary of Terms ).
- 2) To express interest in the Contract (and Framework Agreement), Applicants must complete the PQQ on the HS2 eSourcing portal strictly in accordance with the submission deadline for PQ Applications stated in the PQP (PQ Application deadline). Please note that the PQ Application deadline is a precise time and Applicants should allow sufficient time to upload their PQ Applications.
- 3) An Applicant may be a single organisation or a Consortium. An Applicant may only submit one PQQ Application. A particular economic operator may not apply as more than one Applicant, whether as a single Applicant or as a Party to one or more consortia. Applicants should note that this restriction does not apply to Subcontractors. See further information in 5A PQP Manual Section 2.
- 4) All Applicants are required to express an interest by registering on the HS2 eSourcing portal

(<https://hs2.bravosolution.co.uk>). Registering is only required once.

- 5) For further assistance contact the BravoSolution helpdesk which is available Monday to Friday (8:00 —18:00) GMT on:

Email — [help\\_uk@jaggaer.com](mailto:help_uk@jaggaer.com) or Telephone +44 800 069 8630.

- 6) Section II.2.6) (Estimated value): the value of the Contract (and Framework Agreement) is estimated and based on quarter 3 2021 prices . The estimated value includes the total of the scope and any Optional Scope as described in PQP 1B Outline Scope).
- 7) Section II.2.7) (Duration of the contract): timescales in this Contract Notice are estimated based on the current HS2 Ltd programme but may be subject to change;
- 8) Section IV.1.1) (Type of procedure): HS2 Ltd is procuring the Contract (and Framework Agreement) in accordance with the negotiated procedure with prior call for competition

pursuant to UCR 2016, reg. 47 although, as stated in the PQP (Applicants Guide), HS2 Ltd reserves the right not to conduct negotiations with Tenderers.

9) A response to this Contract Notice does not guarantee that an Applicant will be invited to tender. The award process may be terminated or suspended at any time without cost or liability to HS2 Ltd. HS2 Ltd does not bind itself to enter into any contract (or framework agreement) arising out of the procedures envisaged by this Contract Notice. No contractual rights express or implied arise out of this Contract Notice or the procedures envisaged by it. Any Contract (or Framework Agreement) let by HS2 Ltd may provide that the scope or duration of the Contract (or Framework Agreement) may be extended at HS2 Ltd's discretion. HS2 Ltd reserves the right to vary its requirements and the procedure relating to the conduct of the award process. HS2 Ltd reserves the right to disqualify any Applicants on terms set out in the PQP.

10) Applicants and Tenderers shall be solely responsible for and liable for all costs associated with and arising out of or in connection with responding to this Contract Notice and any PQQ and with submitting any tender, howsoever incurred.

11) HS2 Ltd embraces diversity and welcomes PQ Applications from all suitably skilled and experienced economic operators of all sizes who can meet the requirements, regardless of gender, ethnicity, sexual orientation, faith, disability or age of supplier workforce and/or ownership. HS2 Ltd will actively promote sustainable procurement throughout its supply chain and welcomes PQ applications from economic operators committed to the principles of reducing, reusing and recycling resources and to the practices of buying responsibly.

## **VI.4) Procedures for review**

### **VI.4.1) Review body**

High Court

Royal Courts of Justice, Strand

London

WC2A 2LL

Telephone

+44 20794760000

Country

United Kingdom

**VI.4.2) Body responsible for mediation procedures**

High Court

Royal Courts of Justice, Strand

London

WC2A 2LL

Telephone

+44 20794760000

Country

United Kingdom