



Invitation to Tender

For Recruitment of Permanent

Procurement Operations

Positions

Guidance notes for Tenderers

HS2/303

Approval of ITT Release:

Name:	Signature:	Date:

1. Introduction

1.1 Purpose of procurement

- 1.1.1 High Speed Two (HS2) Limited (hereinafter referred to as the "Employer"), intends to procure a Contract for certain recruitment services (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 this procurement is to identify the Tender which represents, from the point of view of the Employer, the most economically advantageous solution for the delivery of the Services.
- 1.1.4 The Employer intends to award a single Contract to a single entity (hereinafter referred to as the "Tenderer") for the delivery of the roles specified in Annex 1 to be delivered in the timeframe of 20th July 2015 to 14th September 2015 or until each of the Services has been carried out to the satisfaction of the Employer). However the contract end date shall be 31st December 2015 to encompass any over runs or delays. Please note that the Employer reserves the right to amend these timescales at any time.
- 1.1.5 Hs2 is currently exploring the potential opportunity to engage a Recruitment Process Outsourcing Partner (RPO) which may provide future opportunities for partnering with a future partner.
- 1.1.6 This Invitation to Tender (ITT) sets out the Employer's detailed requirements and invites Tenderers to propose a solution for meeting these requirements.

1.2 Contents

- 1.2.1 These guidance notes for tenderers contain:
 - (i) information on the Employer and the HS2 project (Section 2);
 - (ii) information pertaining to Health and Safety (Section 3);
 - (iii) the Employer's Contract strategy (Section 4);
 - (iv) an explanation of the ITT process and timescales (Section 5);
 - (v) a description of the Tender documents required (Section 6);
 - (vi) guidance on how the Employer will evaluate the Tender responses (Section 7); and
 - (vii) 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 the Employer's e-Sourcing portal.
 - (i) the Form of Tender (Appendix A);
 - (ii) certificate of Bona Fide Tender (Appendix B);
 - (iii) the employers Terms and Conditions of Contract (Appendix C);
 - (iv) the Schedule of Qualifications (Appendix D); and
 - (v) the Pricing Schedule (Appendix E).

2. The Employer and the HS2 project

- 2.1 High Speed Two (HS2) is the Government's proposal for a new, high speed, north-w railway. Phase One will connect London with Birmingham and the West Midlands; Phase Two will extend the route to Manchester, Leeds and beyond.
- 2.2 It is the most ambitious and important 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 UK regions' collective potential.
- 2.3 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.
- 2.4 HS2 is supported by the main political parties and at the very top levels of Government. On 21st 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.
- 2.5 Also in November 2013, a hybrid Bill was deposited in Parliament to request the powers necessary to construct, operate and maintain Phase One. The Employer is aiming for the Bill to become law by 2015. Construction would begin in 2017, with the first services running in 2026.
- 2.6 Between July 2013 and January 2014, a consultation sought views on the proposed route of Phase Two. The Secretary of State is responsible for the final decision about how Phase Two will proceed. The Employer expects this decision to be announced soon.
- 2.7 In March 2014, Sir David Higgins assumed the full-time role of Chairman of the Employer. 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 the Employer, 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.
- 2.8 Further information on HS2 can be found at <http://www.hs2.gov.uk.uk/>

3. Health and safety

- 3.1 HS2 is an exciting and dynamic project, at the heart of which is working and behaving safely. Like everything to do with HS2, the Employer is aiming to break new ground and to establish new, world-class ways of working that set the standard for the rest of industry. That means breaking records for the best ever health and safety performance on a major project, and preventing everyone involved in, or impacted by the project from coming to any harm.
- 3.2 To help the Employer achieve this, a health and safety programme has been developed. *S.A.F.E – Safe And Fit Every time and Everywhere* brings together the entire Employer's activities and campaigns and provides the framework for the health and safety culture at HS2.
- 3.3 The HS2 S.A.F.E programme is designed to deliver one of the Employer's strategic themes: that the railway will be designed, built and operated to the highest safety standards. The Employer has created a honeycomb structure (Figure 1); denoting great strength and collaboration, to explain how all the elements of the programme are linked together and interdependent.
- 3.4 It establishes clear health and safety targets for the organisation and everyone involved in the project, outlining the principles which govern ways of working and establishing guidelines for the way in which the Employer collaborate and engage with our supply chain.
- 3.5 To deliver S.A.F.E targets the Employer has structured its work streams into a series of programmes through which all activities and Contracts will be delivered. These will ensure that HS2's health and safety performance meets the world class standards being set across the project, all of which are founded on robust systems and policies.

Figure 1 – S.A.F.E.

Strategic theme

We will design, build and operate the railway to the highest safety standards.



4. Contract strategy

4.1 Overview of requirement

- 4.1.1 Following a workforce planning exercise, carried out to capture the requirements of the organisation ahead of key upcoming Programme milestones, over 420 roles have been identified as key to the delivery of HS2. The Resourcing team have grouped together these roles into specific job categories and intend to appoint an agency to deliver candidates on an exclusive basis for each role in each distinct job category. The tenderer shall be required to provide shortlists of suitable candidates, which will be assessed against direct applications received and communicated with by the HS2 Resourcing team.
- 4.1.2 The Services shall include:
- (i) An extensive search of the candidate market relevant to the appointed job category; and
 - (ii) Provision of a shortlist of candidates for each role in the assigned job category.
- 4.1.3 A full Schedule of Requirements and the required Contract Outcomes is set out in Schedule of Requirements and the Job Descriptions contained within Annex 1.

4.2 Desired relationship with Tenderer

- 4.2.1 The Resourcing team will seek a cooperative relationship wherever possible based on a clear understanding of respective roles and responsibilities and on the principles of:
- (iii) transparency and fairness of process;
 - (iv) disclosure of information including reporting;
 - (v) identification and pre-emption of delivery risks;
 - (vi) rapid resolution of issues based on 'Agile' and "fix-first, argue later" ethos;
 - (vii) delivery of the approved solution to time/in budget given the very short timescale; and
 - (viii) a value-for-money solution.

4.3 Contractual milestones

- 4.3.1 A summary of Key Contract milestones is set out in Table 1.

Table 1 - Key Contract milestones

Contract milestone	Completion Date
Contract commencement date	20 th July 2015
Contract Initiation meeting	21 st July 2015
Delivery of Output 1 – An extensive search of the candidate market relevant to the appointed job category	Weekly submissions
Delivery of Output 2 – Provision of a shortlist of candidates for each role	Weekly submissions
End date of Deliverables	15 th September 2015
Contract End Date	31 st December 2015

4.4 **Contract Terms and Conditions**

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

- (i) the employers Contract Terms and Conditions (Appendix C);
- (ii) the Clarifications log;
- (iii) the Schedule of Qualifications (Appendix D) as returned to the Employer with the Tenderer's Tender;
- (iv) the Tenderer's Technical Envelope as returned to the Employer with the Tenderer's Tender; and
- (v) the Tenderer's Commercial Envelope as returned to the Employer with the Tenderer's Tender.

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

4.4.2 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 the Employer's staff except where expressly permitted by this ITT.
- 5.1.2 The Employer's Procurement Manager (who shall be the single point of contact to whom all communication concerning this ITT should be directed) is Beau Morgan. The Procurement Manager may only be contacted via the Employer'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 the Employer 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 The Employer 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 The Employer's indicative timetable is set out in Table 2. The Employer reserves the right to amend these timescales at any time by notifying Tenderers through the e-Sourcing portal.

Table 2 – Indicative procurement timetable

Event	Date
Issue ITT	26 th June 2015
Deadline for the receipt of clarifications	12:00 Noon, 2 nd July 2015
Deadline for the receipt of Tenders	12:00 Noon, 7 th July 2015
Evaluation of Tenders to be carried out	7 th – 10 th July 2015
Moderation of Tenders	10 th – 15 th July 2015
Tender Evaluation Report Approved	16 th July 2015
Contract Award Date	17 th July 2015
Contract Commencement Date	20 th July 2015
Contract initiation meeting	21 st July 2015

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, the Employer 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 3).
- 5.3.6 The Employer 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 Employer's response to them. If a Tenderer wishes the Employer 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 the Employer, the clarification is not confidential, the Employer 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 3). 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 the Employer

- 5.3.13 The Employer 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 The Employer 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 The Employer 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 the Employer and your organisation will only come into existence following notification to you in writing.
- 5.3.17 The Employer 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) the Qualification Envelope;
- (ii) the Technical Envelope; and
- (iii) the 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. The Employer 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:

- (i) it must be supplied;
- (ii) it must be in English;
- (iii) it must be named as directed by this ITT;
- (iv) it must not exceed the stated maximum word count;
- (v) it must be in font no smaller than Arial 11 point;
- (vi) it must be set to A4-size paper with the margins set to 2.5cm or greater; and
- (vii) 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 or other marketing materials) may be disqualified.

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 the Employer's submission requirements as notified in all 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. See Table 4
- 7.2.2 Only Tenders which have not been disqualified shall be admitted to Evaluation Phase 3.

7.3 Phase 3 – Evaluation of Technical Envelope

- 7.3.1 The Employer will evaluate the Tenderer's responses to each of the questions set out in the Technical Envelope. Tenderers should note that each question relates to one or more of the Contract Outcomes. Tenderers should ensure that their responses give the Employer confidence that each of the requirements related to those Contract Outcomes (as set out within the Schedule of Requirements) would be met. See Table 5.
- 7.3.2 The Employer shall assign a score (between 0 and 4) to each response, according to the methodology set out in Table 3.

Table 3 – Scoring methodology

GRADE LABEL	GRADE	DEFINITION OF GRADE
Unacceptable	0	The response has been omitted, or the Tenderer proposal evidences inadequate (or insufficient) delivery of the requirement.
Weak	1	The Tenderer proposal has merit, although there is weakness (or inconsistency) as to the full satisfaction of the delivery requirement.
Satisfactory	2	The Tenderer proposal has a suitable level of detail to assure that a satisfactory delivery of the service requirement is likely.
Good	3	The Tenderer proposal has evidenced a level of understanding that assures there will be desirable value-add within the solution or superior and desirable (time or quality) delivery outcomes.
Excellent	4	The Tenderer proposal evidences significant levels of understanding and offers an innovative solution that includes desirable value-add to the Authority.

- 7.3.3 The scores attached to each of the responses shall then be weighted as set out in Table 5. The table also sets out the evidence expected of Tenderers to achieve the highest possible score against each question.

Table 4 - Criteria and Weightings for Evaluating Quality

QUALIFICATION SUBMISSION - PASS/FAIL Questions				
Ref.	Title of Question	Question	Weighting (%)	Evaluation Criteria
Q01	Tenderer Details	Full details contained in the 'Qualification Envelope'	For info only	Full details contained in the 'Qualification Envelope'
Q02	Conflicts of Interest	<p>Q02-A 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?</p> <p>Q02-B If the answer to Q-2-A was 'YES', please upload your response explaining the perceived conflict and what you would do to mitigate this.</p> <p><i>No page limit</i> <i>The file should be named 'Q2_[your supplier name]'</i></p>	<p>Pass/ Fail</p> <p>Pass/ Fail</p>	The Employer reserves the right to disqualify any Tenderer which does not have an adequate explanation of how the conflict will be mitigated
Q03	Health and Safety	<p>Please attach a copy of your organisation's Health and Safety Policy or an explanation of why your organisation does not have one .</p> <p><i>No page limit</i> <i>The file should be named 'Q3_[your supplier name]'</i></p>	Pass/ Fail	The Employer reserves the right to disqualify any Tenderer which does not have an adequate Health and Safety Policy appropriate to the Services specified within Appendix D, Schedule of Requirements.
Q04	Appendices	<p>Please upload completed and signed Appendices:-</p> <p>Appendix A Form of Tender</p> <p>Appendix B Certificate of Bona Fide Tender</p> <p>Appendix C Terms & Conditions</p> <p>Appendix D Schedule of Qualifications</p> <p><i>The file should be named 'Q4_[your supplier name]'</i></p>	Pass / Fail	The Employer reserves the right to disqualify any Tenderer which does not submit the completed signed documentation
Q05	EDI Policy	<p>Is it your policy as an employer to comply with anti-discrimination legislation, and to treat all people fairly and equally so that no one group of people is treated less favorably than others?</p> <p>If yes please provide a copy of your Equality, Diversity and Inclusion policy</p>	Pass/ Fail	The response may be rejected if the Applicant answers 'No' to any question.

		<p>The policy should demonstrate how you comply with anti-discrimination legislation and EHRC Codes of Practice and treat all people fairly and equally so that no one group of people is treated less favorably than others. The policy must take into account service delivery, employment and supply chain. The policy must demonstrate how you implement equality principles and practices within the following areas:</p> <ul style="list-style-type: none"> I. Recruitment, selection, training, promotion, discipline and dismissal II. Monitoring of the diversity of job applicants III. Equal Pay, Minimum Wage IV. Victimisation, discrimination and harassment making it clear that these are disciplinary offences within the organisation <p>The policy must also demonstrate how you :</p> <ul style="list-style-type: none"> V. Communicate the policy to employees, managers, board members, suppliers, contractors, consultants, customers, community members, recognised trade unions or other representative groups VI. Train employees, managers, board members, contractors, consultants and suppliers on their rights and responsibilities under the Equality Act (2010)? <p>The policy must also include:</p> <ul style="list-style-type: none"> VII. The identity of the senior position accountable for the EDI policy and its 		
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		<p>implementation.</p> <p>VIII. How the policy will be implemented, reviewed and monitored</p> <p>The file should be titled "Q5_ [your supplier name]"</p>		
Qo6	Diversity Monitoring Data	<p>Do you collect and use diversity monitoring data to increase diversity in your workforce and supply chain?</p> <p>Please provide details of your approach which should include what monitoring data you undertake with regard to:</p> <ul style="list-style-type: none"> i. Job applicants ii. New employees iii. Existing employees and workforce iv. Board members v. Contractors vi. Consultants vii. Suppliers viii. Customers <p>Your response should also include how you use this data to promote good practice in terms of eliminating discrimination and promoting equality of opportunity in service delivery, employment and your supply chain.</p> <p>The file should be titled "Q6_ [your supplier name]"</p>	Pass/ Fail	<p>The response may be rejected if the Applicant answers 'No' to any question.</p> <p>A sufficient explanation may still result in a Pass</p>
Q07	Capacity and Scale	<p>Please provide specific numbers of Procurement Operations roles filled on a permanent basis since January 2015.</p>	Pass / Fail	<p>The pass threshold is at least 30 Procurement Operations roles across the breadth of all the job roles provided within the ITT scope.</p>

Table 5 - Criteria and Weightings for Evaluating Quality

TECHNICAL SUBMISSION Criteria and Weightings for Evaluating Quality (total available score 70)			
Contract outcome	Question	Evidence required	Weighting
Capability and capacity of the delivery team.	(T.1) Leadership Please provide a pen portrait of the qualifications and experience of the individual whose responsibility will be to ensure that the requirement is delivered. (No longer than 1 side of A4)	The Leader has the appropriate demonstrable skills and qualifications in delivery at leadership level, expertise and credibility in recruiting Procurement Operations roles and effectively lead the scope of service delivery requirements.	10%
	(T.2) Resource team Please provide pen portraits of the key personnel involved, what these individuals will be doing, together with their relevant qualifications, experience and job title. (No longer than 1 side of A4 for each individual)	Has a suitably qualified and experienced team in recruiting for Procurement Operations roles to deliver against the service requirements. The Tenderer must also provide confidence that the team capacity is sufficient to deliver the volume of roles within the project timetable.	10%
Provision of the Service Delivery	(T.3) Method Statement Tenderers must provide a method statement detailing how it is proposed to fulfil the requirements (as described in the Specification). This should include a description of how it is intended to obtain, deliver and sustain the services for all aspects of the requirement. (No longer than 3 sides of A4)	The Tenderer must submit a credible solution that evidences a full understanding of the market and wider industries and its established networks to create a highly effective short list of suitable qualified candidates from a diverse industry background. <ul style="list-style-type: none"> • Attraction <ul style="list-style-type: none"> • Evidence a range of appropriate candidate sourcing channels and how specific channels are selected and effective role communication to optimise the available market for candidates. • Evidence a clear process for candidate engagement approach that reflects HS2 values (please refer to SOR 3.2.2). • Screening <ul style="list-style-type: none"> • Evidence a clear process for pre-screening, relevant checks (please refer to SOR 	20%

TECHNICAL SUBMISSION Criteria and Weightings for Evaluating Quality (total available score 70)			
Contract outcome	Question	Evidence required	Weighting
		<p>3.3.2) and controls which guarantee the quality and suitability of candidates against role criteria and HS2 values.</p> <ul style="list-style-type: none"> • Candidate submission <ul style="list-style-type: none"> • Evidence a clear and relevant process to ensure a fair and effective shortlist of a diverse range of candidates against role criteria and explain how you would engage with HS2 to review effectively non-listed candidates. • A quality assurance regime that monitors, measures and assures quality outcomes across all candidates submissions. • Candidate Management <ul style="list-style-type: none"> • Provides a clear process for candidate management that demonstrates how you would keep a candidate positively engaged throughout the recruitment lifecycle and how this is continuously measured. 	
	<p>(T.4) Breadth of Search</p> <p>Please provide 2 verifiable case studies of situations where you have identified suitable candidates from outside the industry that you were recruiting for Procurement Operations positions.</p> <p>(No longer than 1 side of A4) per case study.</p>	<p>The case studies shall clearly explain between them how you went outside the industry to achieve successful candidate attraction. This should include evidence of:</p> <ul style="list-style-type: none"> • Shortlisted candidates with a cross section of experiences gained in a variety of different industries, with the ability to apply experience gained in those sectors to contribute to the client's objectives / strategic goals. • Evidence of extending your reach to the traditionally under represented sectors of society, such as women, BAME candidates and those requiring innovative and flexible ways of working. • Adherence with the delivery timetable similar to this requirement. • Achievement within the total compensation package for each role • Utilisation of market knowledge. • Methods used to establish appropriate networks to help facilitate candidate attraction. • The process applied to the screening and shortlisting of candidates. • The techniques used to engage and secure candidates commitment for interview. 	25%

TECHNICAL SUBMISSION Criteria and Weightings for Evaluating Quality (total available score 70)

Contract outcome	Question	Evidence required	Weighting
	(T.5) Work package Management Tenderers must outline the processes it proposes to use in order to fulfil the requirements for project management of the work package.	The Tenderer's response shows that it: <ul style="list-style-type: none"> • Has a resource plan that integrates with the method statement. • Demonstrate how you will comply with the timetable. • Clearly sets out how you will monitor and report on management information requests and key performance indicators to include customer satisfaction feedback. • A quality assurance regime that monitors, measures and assures quality outcomes including a process for continuous improvement. • Describe how you would maintain a high knowledge base for all contact staff, ensuring they have a satisfactory understanding of the work package developments. 	5%
TOTAL POSSIBLE SCORE			70%

- 7.3.4 The weighted scores will then be totalled to determine the Tenderer's Total Quality Score.
- 7.3.5 Tenderers will 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.

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

- 7.4.1 The Employer shall calculate the Assessed Price of each Tender using the information provided within the Commercial Envelope.
- 7.4.2 Tenderers proposed percentage fees above 13% will result in suppliers being disqualified / discounted from the evaluation and tender process.
- 7.4.3 Percentage fees will not be applied to the total value of the candidates compensation package i.e. pension, benefits etc. Tenderers proposed percentage fees will only be applied to the candidates agreed salary.
- 7.4.4 The Tenderer's Proposed % fee will be scored using the evaluation defined in the table below.

Suppliers Proposed % Fee	Score
13%	0%
12.50%	5%
12%	10%
11.50%	15%
11%	20%
10.50%	25%
<=10%	30%

NB:- If bidders propose % fees that are different to those depicted in the table. HS2 will apply the relevant score which fits within the defined scoring mechanism - i.e. there will be no further breakdown/ pro-rating of scores.

For example:- If a tenderer submitted a percentage fee of 12.75 % this would achieve a score of 0 as the percentage fee is above 12.5%. If a tenderer submitted a percentage fee of 12.25 % this would achieve a score of 5 as although the fee is below 12.50%, it is still above 12%, and therefore unable to warrant a score of 10.

- 7.4.5 The Contract will be awarded to the Tenderer who has submitted the most economically advantageous proposal as evaluated by HS2.
- 7.4.6 For each Tender HS2 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). The most economically advantageous Tender will be the one which achieves the highest Overall Score.

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

- 7.5.1 The Contract will be awarded to the Tenderer who has submitted the most economically advantageous proposal as evaluated by the Employer.
- 7.5.2 For each Tender the Employer 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).
- 7.5.3 The most economically advantageous Tender will be the one which achieves then highest Overall Score.

8. Disclaimer

- 8.1 No information contained in this ITT, or in any communication made between the Employer 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 the Employer in respect of the Services or this ITT except when made in accordance with this ITT.
- 8.3 The Employer 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 the Employer incur any liability in respect of this ITT or any supporting documentation and the Employer 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) the Tenderer is guilty of material misrepresentation in relation to its application and/or the process;
 - (ii) the Tenderer contravenes any of the terms and conditions of this ITT;
 - (iii) there is a change in identity, control, financial standing, previous bid position or other factor impacting on the selection and/or evaluation process affecting the Tenderer;
 - (iv) the 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 the Employer and will not prejudice any criminal liability that such conduct by a Tenderer may attract.
- 8.7 The Employer reserves the right to terminate any contract arising out of this procurement at any time if the Employer becomes aware that information provided within the Tenderer's Tender was misleading.
- 8.8 This ITT and all information supplied by the Employer 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 the Employer to the potential providers shall, at all times, be and remain the exclusive property of the Employer, 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 the Employer's written instructions or authorisation. The Employer reserves the right to require Tenderers to sign a separate confidentiality agreement.
- 8.10 Tenderers should note that the Employer is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).
- 8.11 The Employer 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 the Employer 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, the Employer 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, the Employer participates fully in the Government's transparency arrangements. As such, Tenderers should be aware that:
- (i) any contract resulting from the procurement exercise will be published in full, subject to limited redactions in line with FOIA exemptions; and
 - (ii) aggregated financial transactions in relation to the contracted services will be published.