

**Invitation to Tender**

**For**

**EDMS – Electronic Document Management System**

**Guidance notes for Tenderers**

**HS2/327**

**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 period of 17th August 2015 to 16th August 2016 or until each of the Services has been carried out to the satisfaction of the Employer). Please note that the Employer reserves the right to amend these timescales at any time.

1.1.5 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. These guidance notes for tenderers contain:
1. information on the Employer and the HS2 project (Section 2);

(ii) information pertaining to Health and Safety (Section 3);

1. the Employer's Contract strategy (Section 4);
2. an explanation of the ITT process and timescales (Section 5);
3. a description of the Tender documents required (Section 6);
4. guidance on how the Employer will evaluate the Tender responses (Section 7); and
5. 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);

(ii) the Schedule of Qualifications (Appendix D); and

(iii) 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-south 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*](file:///C%3A/Users/mhedges/AppData/finance_corp_services/hs/SitePages/SAFE.aspx) 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.**



**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:

1. An extensive search of the candidate market relevant to the appointed job category; and
2. 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 to 10.

**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:

1. transparency and fairness of process;
2. disclosure of information including reporting;
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 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 | 17th August 2015 |
| Contract End Date | 16th August 2016 |

**4.4 Contract Terms and Conditions**

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

1. the employers Contract Terms and Conditions (Appendix C);
2. the Clarifications log;
3. the Schedule of Qualifications (Appendix D) as returned to the Employer with the Tenderer’s Tender;
4. the Tenderer’s Technical Envelope as returned to the Employer with the Tenderer’s Tender; and
5. 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 | 28th July 2015 |
| Deadline for the receipt of clarifications | 12Noon, 3rd August 2015 |
| Deadline for the receipt of Tenders | 12Noon, 6th August 2015 |
| Evaluation of Tenders to be carried out | 6th August – 10th August 2015 |
| Moderation of Tenders | 10th August 2015 |
| Tender Evaluation Report produced and approved by Head of Corporate Procurement | 13th August 2015 |
| Contract Award Date | 15th August 2015 |
| Contract Commencement Date | 17th August 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 2).

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 2). 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:

1. it must be supplied;
2. 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.

7.2.3 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.

7.3.2 The Employer shall assign a score (between 0 and 4) to each response, according to the methodology set out in Table 4.

 **Table 4 – 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 5 - Criteria and Weightings for Evaluating Quality**

| **Contract outcome** | **Question** | **Evidence required** | **Weighting**  |
| --- | --- | --- | --- |
| Past Experience | **(T.1) Past Experience**Please provide details of three contracts from either, or both, the public and private sectors, that are relevant to the HS2 Ltd requirement(s). These contracts should have been performed during the past three years. | Seeks to Establish that the Tenderer response if relevant to this procurement in terms of:* Size;
* Complexity; and
* Value.
 | 20% |
| Capability and capacity of the delivery team.  | **(T.2) 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 to lead the scope of service delivery requirements. | 10% |
| **(T.3) Resource team** Please provide CV’s of the key personnel involved together with their relevant qualifications, experience in multi-functional document control. | Has a suitably qualified and experienced team to deliver against the service requirements.  | 35% |
| Provision of the Service Delivery | **(T.4) Project Management**Tenderers must outline the processes it proposes to use in order to fulfil the requirements for project management. | Seeks to establish that the Tenderer has clear processes for monitoring and reporting on management information and escalating performance issues have been defined. | 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 commercial evaluation will be carried out by establishing the assessed price of each submission, taken from each completed Pricing Schedule as per Appendix A to this ITT.

7.4.2 Should a manifest error be discovered in any Tenderer’s pricing, then the Tenderer will be given an opportunity of confirming the quote or of amending it to correct the error.

7.4.3 Tenders with abnormally low prices may be rejected by HS2 Ltd, in accordance with the European Union Regulations.

7.4.4 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

7.4.5 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.

**7.5 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 HS2 Ltd.

7.5.2 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).

7.5.3 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 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'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 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.