

Transport for London (TfL)

Invitation to Tender

for

TfL Professional Services Frameworks 2:

Commercial Services

TfL Reference Number: - PSFW2 – 94200

OJEU ref: 2018/S 194-439390

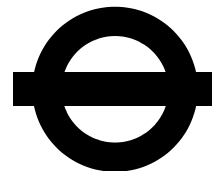
Version: 2.0

Date: 4th June 2019

Transport for London

55 Broadway, London, SW1H 0BD

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PART 1: INSTRUCTIONS TO BIDDERS

1. Invitation to Tender

Professional Services Framework Agreement 2: Commercial Services

Enquiry Reference No: TfLPSFW2 94200

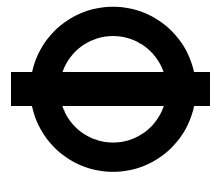
Contract Notice Reference No: Commercial Services - 2018/S 194-439390

Contract Scope Commercial Services

Framework Duration 3 years plus an option to extend for a period or periods of up to 1 year

Following a selection process you are hereby invited to tender for the provision of the above-mentioned in accordance with the tender documentation comprising of:

- *Instructions to Bidders*
- *Technical Submission Response Documents: ITT1 & ITT2 & Scenarios*
- *Commercial Submission Response Form: ITT3*
- *Grade Definitions – Appendix A*
- *Framework Scope:*
 - *Commercial Services – Lots - Appendix B*
- *Form of Tender – Appendix C*
- *Conflict of Interest Declaration – Appendix D*
- *Non Collusion Declaration – Appendix E*
- *Tender Confirmation Form – Appendix F*
- *Framework Terms and Conditions (T&Cs) – Appendix G*
- *Equality & Diversity Response Form – Appendix H*
- *Reserved Information – Appendix I*



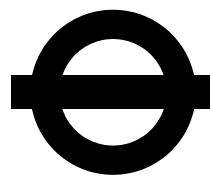
Professional Services Frameworks 2 – Commercial Services

All response documents (Form of Tender, ITT1, ITT2 and ITT3) must be correctly uploaded to TfL's e-tendering portal, and all questions completed, by no later than 17:00 on 8th July 2019.

Note: Your returned tender must be supplied in the format stated. Your attention is drawn to the Instructions to Bidders section which must be complied with in full to ensure your tender is valid. Failure to comply may mean your response does not upload correctly to our electronic evaluation system and will therefore not be evaluated.

Please acknowledge receipt of the Tender documentation and confirm whether you will be submitting a tender, or not, by completing the Tender Confirmation Form as contained in Appendix F, and uploading a scanned copy to TfL's e-tendering portal, as a clarification request document, no later than 5pm on Friday 14th June 2019. If you do not intend to submit a Tender please detail the reasons why on the space provided on the Tender Confirmation Form.

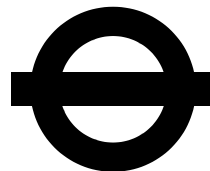
Please ensure that you apply only for those Lots that you were notified by TfL as being successful on at SSQ stage. If you are unsure which Lots these are please raise a clarification request via the e-tendering portal or the central email address PSFW2@tfl.gov.uk.



Professional Services Frameworks 2 – Commercial Services

2. General Instructions/Information

- 2.1 You must carefully check the documentation to ensure that you have all the required information. Should any part be found to be missing or unclear this must be raised as a clarification request via TfL's e-tendering portal as soon as is reasonably practicable. No liability will be accepted by TfL for any omissions or errors in the documentation.
- 2.2 You shall take no advantage of any apparent errors or omissions. In the event of the discovery of any such errors or omissions then you will make TfL aware immediately.
- 2.3 You will acknowledge receipt of the documentation and confirm whether or not you will be submitting a tender by uploading the Tender Confirmation Form in Appendix F to TfL's eTendering Portal no later than Friday 14th June 2019. If you are not intending to respond please give reasons for withdrawing.
- 2.4 Your bid must be in accordance with the Framework Terms & Conditions (see Appendix G).
- 2.5 Tender submissions must be in English.
- 2.6 All financial information must be priced in pounds sterling.
- 2.7 All questions must be answered.
- 2.8 You are responsible for the accuracy of your submissions.
- 2.9 You are responsible for identifying, planning and pricing everything necessary to complete the requirement.
- 2.10 You must not alter the tender documents and must submit a tender that is fully compliant with the contract terms, the tender documentation and these instructions. We reserve the right to reject any tenders which do not comply at any stage of the tender process.
- 2.11 TfL will not be accepting any changes to the Framework Terms & Conditions. If you do propose any (using the Form of Tender in Appendix G of this document) TfL are not obliged to agree to any proposed changes and the Bidder must agree to the final T&Cs or risk exclusion from the Framework.
- 2.12 Ensure you read the tender instructions thoroughly as failure to complete the response documents exactly as prescribed means your submission may not upload correctly to TfL's electronic evaluation system and will not be evaluated.**
- 2.13 Variant tenders will not be allowed.
- 2.14 Tender submissions must contain all of the information specified in paragraph 5.6. No additional material should be included as it cannot be evaluated.
- 2.15 Any defined terms shall unless stated have the meaning given in the terms and conditions. You are deemed to be familiar with all the terms, abbreviations and acronyms utilised throughout this tender documentation.
- 2.16 The tender must remain open for acceptance for 9 months from the date of the tender submission. This must be confirmed in the tender return.
- 2.17 Tenders are prepared and submitted at your own risk. Although this is a bona fide tender process, we may reject any or all tenders and provide no guarantee that any Framework will be awarded. We will not reimburse any costs incurred during the tender process or any subsequent discussions or negotiations, howsoever arising.



Professional Services Frameworks 2 – Commercial Services

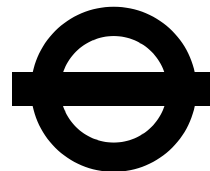
- 2.18 TfL require a single channel for responses that is coherent, co-ordinated and consistent. If you are tendering as an alliance, you will need to ensure that your responses adhere to this requirement. If you are tendering as an alliance, throughout your response you must ensure that your responses are structured such that it is clear how each answer relates to the alliance as a whole and, where relevant, to each of the consortium members. Tenders must retain the same set of companies within any alliances proposed and only those companies that were declared at the SSQ stage when responding to the ITT questions. Alliance members are not considered as sub-consultants
- 2.19 Your proposal must be submitted as an offer capable of acceptance by TfL. However, such acceptance will not occur unless and until the Framework has been signed.
- 2.20 TfL reserves the right to amend the ITT (for the avoidance of doubt, this includes contract documents and associated schedules) up until the tender submission date.
- 2.21 If it is found necessary to amend the tender documents prior to the date for return of tenders, you will be notified via TfL's e-tendering portal. Any such amendment shall not amend the deadline for tender return unless we notify you otherwise.

2.22 Proposed Timescales

Table 1

Milestones	Proposed Dates
ITT Issue	4 th June 2019
Date for Receipt of Tender Clarification Requests	Wednesday 19 th June 2019
Date for Receipt of Tenders	By 17:00 8 th July 2019
Evaluation of Tenders Completion date (estimated)	W/C 5th August 2019
Framework Appointment Notification (Standstill) (estimated)	12 th August – 22 nd August 2019
Framework Start Date (estimated)	August 2019

- 2.23 **The dates above may be subject to amendment at any time.**



Professional Services Frameworks 2 – Commercial Services

3. Specific Instructions/Information

- 3.1 If the tender documents contain references to standards, procedures, bye-laws and other standard documents issued by Transport for London (TfL), you are responsible for obtaining and complying with the requirements of these documents, and any difficulties should be raised as tender clarification request via TfL's e-tendering portal
- 3.2 Bidders are expected to use directly-employed labour wherever possible to ensure the quality and continuity of operatives used on the services and the level of management control exercised over them.

4. Tender Clarifications

- 4.1 If there is any doubt about the meaning of the tender documents, our requirements or any other matter, you should submit a clarification request via TfL's e-tendering portal. The final date for submitting clarification requests is 19th June 2019.
- 4.2 Tender clarification requests must only be submitted via TfL's e-tendering portal, they must not be made directly to any TfL staff.
- 4.3 All relevant clarification requests and responses will be circulated to all Bidders.
- 4.4 Post – tender clarification requests should be made via the email address PSFW2@tfl.gov.uk

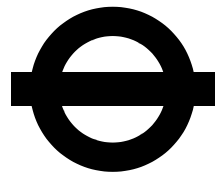
You should be aware that:

- if, in TfL's view, questions are of a general nature, TfL will provide copies of questions in a suitably anonymous form, together with answers, to all bidders;
- if, in TfL's view, questions are of a specific nature, TfL will provide copies of questions, together with answers, only to the bidder seeking clarification; and
- the clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of bidders.

PLEASE NOTE: TfL reserves the right not to answer ITT clarification questions, which it receives after the ITT clarification deadline set out in Table 1 (Procurement Timetable) of paragraph 2.22.

5. Tender Submission

- 5.1 We reserve the right to change the return date for tenders. If an extension to the tendering period is granted, all Bidders will be notified via TfL's eTendering Portal.
- 5.2 All tender submission documents must be correctly uploaded to TfL's eTendering Portal, and all questions completed, by no later than 17.00 on 8th July 2019. All documents are to be uploaded as per the correct procedures.



Any tender received after that time may not be accepted unless we have granted an extension to the tendering period to all Bidders.

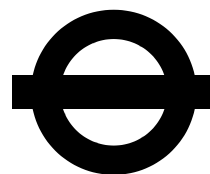
Please ensure all documents follow the precise format prescribed in this document, failure to do so means your response may not correctly upload to our electronic evaluation system and may not be evaluated.

- 5.3 If you are given the opportunity to resubmit your tender following the grant of an extension of time (after you have already submitted your tender), you must clearly mark the revised offer as such, and date it. You should also provide a statement that it supersedes any previous unopened offer.
- 5.4 In the tender the Commercial proposal is separated from the Technical proposal. **Prices must not be included in the Technical proposal.** The files must be clearly marked as indicated. Failure to comply may result in the failure of a tender submission.
- 5.5 Electronic copies of tender documents must be in Microsoft Word, Microsoft Excel (for the Commercial Submission only) or PDF format. Any scanned documents must be in PDF format.
- 5.6 The following documents constitute "the tender":
- Completed Form of Tender – **to be titled 'Form of Tender [Bidder name]'**.
 - Completed Response to ITT1 (Technical Submission – General) – **to be titled 'ITT1 [Bidder Name]'**
 - Completed Response to ITT2 (Technical Submission – Specific) - for each Lot you have been invited to bid for **to be titled 'ITT3 [Bidder Name] [Lot Name]'**
 - Completed Response to ITT3 (Commercial Submission) – **to be titled 'ITT3 [Bidder Name]'**
 - List of correspondence, addenda and clarification responses (if any) received from TfL during the tender period and confirmation that they have been taken into account prior to submission of the tender

Please note that only one copy of ITT1, ITT2, ITT3 and Form of Tender is required in your response, to cover all lots for which you have been invited to tender.

6. Tender Evaluation

- 6.1 The purpose of the award criteria is to assist TfL in selecting which Bidders to award a place on the Framework. The scoring will be on the basis of the Most Economically Advantageous Tender. The Tender documents are for use by Bidders who have been invited to tender for the Framework, their professional advisers and other parties essential to preparing responses to the invitation to tender and for no other purpose.
- 6.2 Bidders are required at any time during the tender process to inform TfL of any changes to circumstances which impact on their response to the SSQ, selection or suitability to tender. Bidders will be rejected from the evaluation process where they



Professional Services Frameworks 2 – Commercial Services

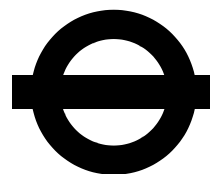
subsequently fail a selection criterion that they originally passed at SSQ stage.

- 6.3 Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. You must provide all information requested and not assume that we have prior knowledge of any of your information.
- 6.4 We actively seek to avoid conflicts of interest and reserve the right to reject Bidders as ineligible where we perceive an actual or potential conflict of interest. You must advise all potential conflicts of interest as a clarification request via TfL's e-tendering portal prior to submission of your completed tender. We will then confirm as soon as we can if we consider these significant enough to exclude you from the tender process.
- 6.5 Compliant tenders will be evaluated by TfL technical and commercial stakeholders:
- each question will be scored as indicated;
 - pass/discretionary pass/ fail criteria will apply as indicated;
 - indicated weightings will be applied to scored responses, and those tenders with no fails will be ranked;
 - Selection criteria (SSQ) will be revisited and changes verified for continuing eligibility to tender.

Evaluation Criteria

	Criterion	Scoring	Weighting
	Technical Proposal		
	ITT1 – Technical Submission (Generic) Resources Knowledge Transfer Diversity & Inclusion Behavioural Assessment	Scored and Weighted	26%
	ITT 2 – Technical Submission (Specific) Other Lots Demonstration of Capabilities –Scenarios Staff CVs	Scored and Weighted	34%
	Commercial Proposal		
	ITT 3 Maximum Charge Out Rates for each Consultant Grade for: Consultant Secondments working on mainly TfL Premises* Consultant Services Daily Rates.	Scored and Weighted	40%
	Terms and Conditions	Pass/ Fail	N/A

*For the purposes of this Framework Agreement a consultant secondment is



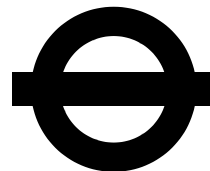
Professional Services Frameworks 2 – Commercial Services

classified as an individual or team of individuals working in the **main** on TfL premises on a time charge basis.

6.6 Scoring Criteria

Scores shall be awarded on the following seven point scale:

Descriptor	Scoring Mechanism	Detail
Major Concerns	0	<ul style="list-style-type: none">• The response fails to demonstrate an adequate understanding of the relevant requirements and/or objectives.• There are major concerns about the sufficiency and/or credibility of the Supplier's proposals.• The response raises major concerns as to the probability of the Supplier's proposals delivering the relevant requirements.• There are major concerns about the approach described in the response delivering the relevant requirements.
Concerns	10	<ul style="list-style-type: none">• The response demonstrates only a limited understanding of the relevant requirements and/or objectives.• There are concerns about the sufficiency and/or credibility of the Supplier's proposals.• The response raises concerns as to the probability of the Supplier's proposals delivering the relevant requirements.• There are concerns about the approach described in the response delivering the relevant requirements.
Minor Concerns	25	<ul style="list-style-type: none">• The response demonstrates a basic understanding of the relevant requirements and/or objectives.• There are minor concerns about the sufficiency and/or credibility of the Supplier's proposals.• The response raises minor concerns as to the probability of the Supplier's proposals delivering the relevant requirements.• There are minor concerns about the approach described in the response delivering the relevant requirements.
Moderate Confidence	55	<ul style="list-style-type: none">• The response demonstrates a moderate confidence in the understanding of the relevant requirements and/or objectives.• The response provides sufficient and credible evidence as to why the Supplier's proposals are appropriate.• The response engenders moderate confidence as to the probability of the Supplier's proposals delivering the relevant requirements.• The response describes an appropriate approach



Professional Services Frameworks 2 – Commercial Services

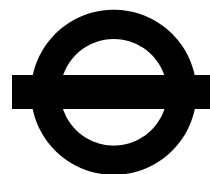
		to delivering the relevant requirements.
Good Confidence	75	<ul style="list-style-type: none">• The response demonstrates a good understanding of the relevant requirements and/or objectives.• The response provides sufficient and credible evidence as to why the Supplier's proposals are appropriate.• The response engenders good confidence as to the probability of the Supplier's proposals delivering the relevant requirements. <p>The response describes an appropriate approach to delivering the relevant requirements.</p>
Very Good Confidence	90	<ul style="list-style-type: none">• The response demonstrates a very good understanding of the relevant requirements and/or objectives.• The response provides evidence as to why the Supplier's proposals are appropriate which is sufficiently detailed and credible to provide very good confidence.• The response engenders very good confidence as to the probability of the Supplier's proposals delivering the relevant requirements.• The response describes an approach to delivering the relevant requirements that is sufficiently detailed and appropriate to provide very good confidence.
Excellence	100	<ul style="list-style-type: none">• The response demonstrates an excellent understanding of the relevant requirements and/or objectives.• The response provides evidence as to why the Supplier's proposals are appropriate which is sufficiently detailed and credible to provide excellent confidence.• The response engenders excellent confidence as to the probability of the Supplier's proposals delivering the relevant requirements.• The response describes an approach to delivering the relevant requirements that is sufficiently detailed and appropriate to provide excellent confidence.

Individual scoring criteria per question is in ITT 1 and ITT 2.

Commercial Scoring Method - Inverse pricing proportion

Evaluation of the Bidder's commercial submission will involve checking:

- (i) that every rate required has been entered by the Bidder;
- (ii) that there are no obvious anomalies; and
- (iii) that there are no qualifications in the Tenders.



Professional Services Frameworks 2 – Commercial Services

The Authority will seek to clarify and understand any anomalies it finds.

The formula that will be used is the Lowest Price Inverse Proportion.

This will be used per Grade where marks will be allocated as per the weighting

Commercial Capability	Scoring (40%)
Day Rates 1 (working on Consultants premises):	
Director	2%
Principle Consultant	6%
Senior Consultant	6%
Consultant	4%
Junior Consultant	2%

Day Rates 2 (services):	
Director	2%
Principle Consultant	6%
Senior Consultant	6%
Consultant	4%
Junior Consultant	2%

The difference in % weighting for the various Grades reflects that the majority of business requirements involve those Grades allocated the higher weighting.

Rates will be scored on a Lowest Rate = Highest score basis:

The maximum number of points will be given to the lowest rate proposed. All other offers receive points in inverse proportion, e.g. according to the following formula:

$$p = y * t/z$$

where:

p = points for the offer being evaluated

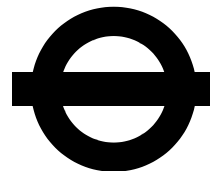
y = maximum number of points for the offer

t = price of the lowest priced rate

z = price of the rate being evaluated

6.7 Participating Bidders will be notified via TfL's e-tendering portal of the evaluation outcome and final decision on framework award. TfL reserve the right to request 'Best and Final Offers' from Bidders before making a final decision.

6.8 During the course of our evaluation of tenders, you may be asked to answer questions about your submissions and other matters related to your bid. You must respond to such questions as quickly as possible but, in any event, within 2 working days or, if a deadline is specified, responses must be submitted by that deadline. Failure to



Professional Services Frameworks 2 – Commercial Services

respond may result in us rejecting the tender. Any amendments to the tender proposal arising from these discussions with you will be taken into account in the final evaluation.

- 6.9 You may be required to deliver a presentation at TfL's offices to explain your approach to the tender and to demonstrate that you understand the nature of the works and any relevant constraints.

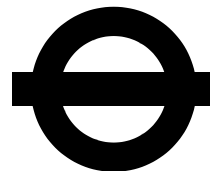
7. Notice to Bidders

Confidentiality

- 7.1 The contents of this ITT are strictly confidential and shall not be disclosed to any third party other than for the purpose of developing your proposal, after having obtained a similar obligation from that third party to treat any such information disclosed as strictly confidential. Furthermore, you shall not disclose any details of its proposals to any other person.
- 7.3 You should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 or the Environmental Information Act 2004.

Freedom of Information

- 7.4 In relation to this ITT bidders shall provide all assistance reasonably requested by TfL to ensure that TfL complies with the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR) and all related or subordinate legislation.
- 7.5 TfL and its subsidiaries are obliged by law under FOIA/EIR to supply the public with information relating to all areas of its work and are under a duty to operate with openness and transparency unless an exemption applies.
- 7.6 TfL shall be responsible for determining whether information is exempt information under the FOIA/EIR and for determining what information will be disclosed in accordance with the legislation. Further information is available from: www.tfl.gov.uk/foi
- 7.7 An individual may request:
- to be informed whether TfL holds information of the description requested; and
 - if so, to have that information communicated to him or her.



Professional Services Frameworks 2 – Commercial Services

7.8 Without prejudice to TfL's rights and obligations under the FOIA/EIR, you should be aware that the rules about disclosure apply regardless of where the information held by or on behalf of TfL originated from, and as such the following types of information (without limitation to the generality of the foregoing) may be subject to disclosure:

- Information in any tender submitted to TfL;
- Information in any contract to which TfL is a party (including information generated under a contract or in the course of its performance);
- Information about costs, including invoices submitted to TfL;
- Correspondence and other papers generated in any dealing with the private sector whether before or after Agreement award.

7.9 You should note that this ITT once published by TfL may be made available to the public on request and:

You must, in your response to this ITT and in any subsequent discussions, notify TfL of any information which you consider to be eligible for exemption from disclosure under the FOIA/EIR. Such information must be referred to as "Reserved Information" and identified in your response in the form of the table set out in Appendix J: Reserved Information to this Volume 1. Information not identified as Reserved Information may be made available by TfL on request. Even information identified as Reserved Information may have to be disclosed;

All decisions relating to the exemption and disclosure of information will be made at the sole discretion of TfL. It should be noted that TfL may disclose your justifications for exemption and any additional information relating to that which is classified as Reserved Information;

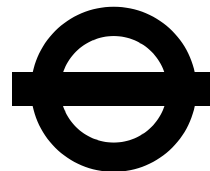
Although TfL is not under any obligation to consult you in relation to requests for information made under FOIA/EIR, TfL will endeavour to inform you of requests wherever it is reasonably practicable to do so;

Any Agreement with TfL will require you to supply additional information, and/or provide other assistance, pursuant to any FOIA/EIR request received by TfL;

7.10 TfL's decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed. For further information on exemption requests please see Appendix J: Reserved Information.

Additional information and guidance:

The exemption that applies to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA/EIR. This means that TfL is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption;



Professional Services Frameworks 2 – Commercial Services

Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the Agreement;

Information relating to the overall value, performance or completion of a contract will not be accepted as Reserved Information, although TfL may choose to withhold such information in appropriate cases, at its sole discretion;

Information relating to unit prices or more detailed pricing information may be specified by the you as Reserved Information;

For further information and guidance, please see the Secretary of State for Constitutional Affairs' code of practice issued under section 45 of the FOIA (see <https://www.gov.uk/government/publications/code-of-practice-on-the-discharge-of-public-authorities-functions-under-part-1-of-the-freedom-of-information-act-2000>).

8 Equality and Diversity

8.1 TfL is committed to proactively encouraging diverse suppliers to participate in its procurement processes for goods, works and services. It will provide a level playing field of opportunities for all organisations including Small and Medium Enterprises and Black, Asian and Minority Ethnic businesses and other diverse suppliers. Consistent with its obligations as a Best Value authority and in compliance with EU and UK legislation, TfL's procurement process will be transparent, objective and non-discriminatory in the selection of its suppliers. TfL will actively promote diverse suppliers throughout its supply chains.

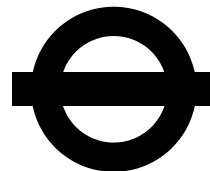
8.2 TfL expects that the Service Provider(s) for the Agreement will have in place and will implement policies to promote these principles as outlined in Appendix I: Equality and Diversity.

9. Responsible Procurement

9.1 TfL will proactively conduct its procurement process in line with the GLA Group's Responsible Procurement Policy. Within its obligations as a Best Value authority, and in compliance with EU and UK legislation, TfL will adopt the principles of 'Reduce, Reuse, Recycle' and 'Buy Recycled'. TfL is committed to applying these principles in its procurement of goods, works and services, where the required criteria for performance and cost effectiveness can be met. TfL will actively promote 'Responsible Procurement' throughout its supply chain.

Further details on TfL's policies on Responsible Procurement can be found on TfL's website at:

<https://tfl.gov.uk/corporate/publications-and-reports/procurement->



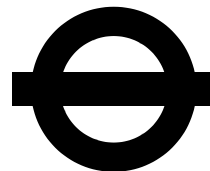
Professional Services Frameworks 2 – Commercial Services

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9.2 TfL expects its suppliers to have in place and implement policies to promote these principles.

10. Disclaimer

- 10.1 Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by TfL or any of its advisers to any bidder.
- 10.2 Information provided does not purport to be comprehensive or verified by TfL or its advisers. Neither TfL nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the ITT documents.
- 10.3 No representation or warranty, express or implied, is or will be given by TfL or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.
- 10.4 No information in this document is, or should be relied upon as, an undertaking or representation as to TfL's ultimate decision in relation to the agreement. TfL reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, TfL reserves the right to issue circulars to bidders providing further information or supplementing and/or amending the procurement process for this ITT. In no circumstances shall TfL incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK and EU procurement rules and Treaty on the functioning of the European Union (TFEU) rules and general principles.
- 10.5 Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of TfL and any of its subsidiaries by any person concerning the Agreement or any related procurement process and any attempt to procure information from any of the foregoing concerning the Agreement may result in the disqualification of the person and/or the relevant organisation from consideration for the Agreement.
- 10.6 TfL reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding an Agreement at any time.
- 10.7 TfL reserves the right to award the Agreement in whole or in part or not at all as a result of the tendering competition commenced by the OJEU Notice.



Professional Services Frameworks 2 – Commercial Services

11. Good Faith

- 11.1 In submitting a response to this ITT, you undertake to provide its submission in good faith and that you will not at any time communicate to any person (other than TfL, its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of your response or of any arrangements or agreements to be entered into in relation to your response.
- 11.2 In submitting a response to this ITT you undertake that the principles described in this section have been, or will be, brought to the attention of all consortium members, sub contractors, and associated companies which are or will be providing services or materials connected with your response.

12. Accuracy of Information

- 12.1 In submitting a response to this ITT you undertake that:

All information contained in any response at any time provided to TfL in relation to the Agreement is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions;

Any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of TfL immediately.

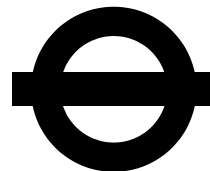
13. Intellectual Property Rights

- 13.1 All intellectual property rights in this ITT and in the information contained or referred to in it shall remain the property of TfL and/or third parties, and you shall not obtain any right, title or interest therein.

14. Changes in Circumstances

- 14.1 You (including, for this purpose, each participant in any joint venture, consortium arrangement) is required to inform TfL promptly and in any case no later than fourteen (14) days, after the occurrence of:
- 14.2 Any change to your corporate structure from that set out in your response to the Standard Selection Questionnaire (SSQ). This includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares, and any material amendments to a shareholders' agreement, articles of association or similar constitutional documents;

Any changes to any other information provided to TfL as part of the pre-qualification process; or



Professional Services Frameworks 2 – Commercial Services

Any other change to your circumstances, or the basis of your response to the SSQ, which may be expected to influence TfL's decision on your suitability for qualification for receipt of this ITT or to be selected as a supplier

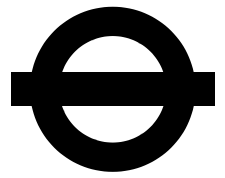
- 14.3 TfL reserves the right to approve (subject to conditions) or reject the changes referred to above (including any changes to the basis on which you pre-qualified to receive this ITT). A rejection of the changes may result in you being excluded from further participation in the procurement process.
- 14.4 TfL reserves the right, and may in certain cases be required under the procurement rules, to disqualify any bidder that has been selected to receive this ITT where the composition of the bidder's bid vehicle, joint venture or consortium has changed after the announcement of those bidders who pre-qualified to receive this ITT. You are therefore advised to discuss any proposed changes of this nature with TfL before they are put into effect.
- 14.5 Where, following notification to TfL by you, at any stage, of a material change in any of the information provided in your response to the SSQ (or failure to give such notification), TfL is of the opinion that you do not have, or are unlikely by the date of commencement of the contract/agreement to have an appropriate financial position, technical capacity or managerial competence, or are otherwise an unsuitable person, to be a supplier, TfL reserves the right to disqualify you from the procurement process.

15. Conflict of Interest

If any conflict of interest or potential conflict of interest between you, your advisers, TfL's advisers or any combination thereof becomes apparent to you, you shall inform TfL immediately. In such circumstances, TfL shall, at its absolute discretion, decide on the appropriate course of action. If TfL becomes aware of any conflict of interest that you have not declared to TfL, you may be disqualified from the procurement process.

16. Bid Costs

TfL will not be liable to any person for any costs whatsoever incurred in the preparation of bids or in otherwise responding to this ITT.



Professional Services Frameworks 2 – Commercial Services

17. Selection of Suppliers

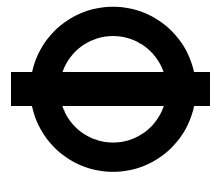
Before selecting you as a supplier, TfL reserves the right to check and confirm:

Your financial standing (including each member of any consortium and of any key sub contractor); and/or

Your qualifications and resources, including verifying all or part of your tender, each in the context of any changes that may have occurred since pre-qualification.

18. Data Transparency

The UK government has announced its commitment to greater data transparency. Accordingly TfL reserves the right to publishing its tender documents, contracts and data from invoices received. In so doing TfL may at its absolute discretion take account of the exemptions that would be available under the FOIA and EIR.



Professional Services Frameworks 2 – Commercial Services

PART 2 : ITT SUBMISSION

1. Background Information

1.1 General

Transport for London – Overview

TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.

TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and the Congestion Charge scheme.

Further background on what TfL does can be found on the TfL website here:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

Further Information

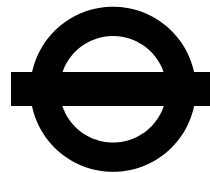
Further information on TfL can be found on the following website, and TfL expects that you will review the publicly available material relating to various aspects of this procurement.

<https://tfl.gov.uk/corporate/about-tfl/>

1.2 Framework Agreements

TfL is establishing its fourth generation of Frameworks for Professional Services (to replace the current Professional Services Framework Agreements which expires in stages over the course of 2019/20). The new suite of Frameworks will continue to allow the inclusion of a range of service requirements and it is expected to see a significantly higher spend pass through it in the form of mini-competitions. The five frameworks to be tendered are as follows:

- Commercial Services
- Project & Programme Management Services
- Railway Engineering
- Transport Planning & Impact Monitoring (inc Health & Safety and Environmental)
- Multi Disciplinary Services



Professional Services Frameworks 2 – Commercial Services

The purpose of this Invitation to Tender is to establish a Framework Agreement providing Commercial Services (CS) Professional Services capability for all business units within Transport for London (TfL), The Greater London Authority (GLA), the London Boroughs and any Functional Body.

The following Invitation to Tender (ITT) documents have been prepared for the purpose of inviting Tenders for the CS Framework:

- Part 1 – Instructions to Bidders
- Part 2 – ITT Submission
- Appendix A – Grade Definitions
- Appendix B – Framework Scope
- Appendix C – Form of Tender
- Appendix D – Conflicts of Interest Declaration
- Appendix E – Non Collusion Declaration
- Appendix F – Tender Confirmation Form
- Appendix G – Framework Terms & Conditions
- Appendix H – Equality & Diversity Response
- Appendix I – Reserved Information
- ITT1 – Technical Submission General
- ITT2 – Technical Submission Specific – Other Lots
- ITT3 – Commercial Submission
- Scenarios

Whilst this Framework is procured under the Public Services Contracts Regulations 2015, there are likely to be requirements that are called-off solely for use by those parts of the TfL Group that are contracting authorities under the Utilities Contracts Regulations 2016. Where this occurs, the call-off may be awarded in accordance with the requirements of the Utilities Contracts Regulations 2016.

The duration of this Framework, which is due to be awarded early 2019, will be 3 years with TfL (at its sole discretion) reserving the right to extend for a period or periods of up to a maximum of 4 years.

The Bidder is deemed to understand fully the processes that TfL is required to follow under relevant European and UK legislation, particularly in relation to public procurement rules.

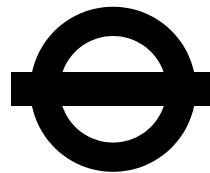
2. Framework Award

2.1 Evaluation Criteria

TfL will evaluate the tenders against the criteria listed in Section 6.5 to establish a ranking of tenders, by framework Lot, in terms of the most economically advantageous tender.

2.2 Framework Award

Following the final tender evaluation, TfL will inform successful Bidders via TfL's e-tendering portal, of the intention to place them on the relevant lot(s) of the Framework. Following a minimum standstill period of 10 calendar days and subject to there being no substantive challenge TfL will award the successful Bidders a place on CS Framework.



Professional Services Frameworks 2 – Commercial Services

2.3 Form of Contract

Successful Bidders will be required to enter into framework agreements on the terms contained in the Framework Terms & Conditions (Appendix G).

Subsequent call off contracts placed by the Employer will incorporate the scope of the requirements and be based on the relevant form of contract, short or long form dependent on the nature of the requirement, and the appropriate schedule of rates, as set out in the Framework Agreement. The Long Form Call-Off Contract terms are based on the NEC3 Professional Services Contract (3rd Edition), the Short Form terms are based on TfL's Contract for Services.

2.4 Mini-Competitions

When an Employer has a specific requirement for Services under the terms of the Framework, it may invite those successful Bidders with the capabilities to provide the Services in question to participate in a mini-competition at the call off stage.

Responses will be scored against defined criteria together with availability of resources. These may include but are not limited to the following:

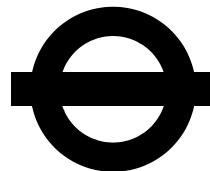
- People, skills and knowledge
- Methodology and Approach
- Cost

There is flexibility to adjust the evaluation criteria at mini-competition stage, provided that this stays within the overall principles of the evaluation criteria used to appoint bidders to the Framework. Criteria can include some or all of the criteria used in creating the Professional Services Frameworks and the aim is for TfL to have maximum flexibility to refine the criteria and weightings used at the Framework Stage to help ensure they best reflect what the most economically advantageous means for their particular project. Additional sub criteria may also be used to further examine the proposals submitted as part of a mini- competition for a particular project.

Equally, there is flexibility to adjust the weighting between the Framework evaluation criteria and the mini- competition criteria for a particular project. Not all the criteria may be applicable to every project. The evaluation criteria (including all sub-criteria) and weightings for a particular project will be set out in the mini – competition documentation together with the applicable scoring methodology.

TfL will identify the precise sub-criteria which are appropriate in order to evaluate the requirements for each particular project (remaining within the principles of the overall Framework evaluation criteria) and specify both these sub-criteria, respective weightings and scoring methodology in the mini – competition documentation.

The templates for the call-off contracts are contained in the Framework Terms and Conditions (Appendix G). The default conditions of contract in respect of any Call-Off Contract shall be those set out in Schedule 2A of the Framework Agreement. The *Employer* shall at its sole discretion notify the *Consultant* if the conditions of contract shall be



Professional Services Frameworks 2 – Commercial Services

those set out in Schedule 2B of the Framework Agreement.

3. ITT Submission

3.1 Submission

Please read the instructions below and then complete and upload the forms ITT1, ITT2, ITT3 and Form of Tender to TfL's eTendering portal. These four forms will comprise your response to this tender.

3.2 ITT1 and ITT 2 – Technical Submission – Generic and Other Lots

These sections will examine the Bidders capability to meet the technical requirements for consultancy support:

- The Bidder is required to complete ITT1 [2A], [2B] and [2C] once for each individual Lot for which they have been invited to tender.
- The Bidder is required to complete ITT2 for each individual Lot for which they have been invited for.
- The questions have a maximum word count as detailed.
- When scoring your response, the Tender Evaluators will only consider the information contained within the Word Count limit and nothing more.
- The section should be answered giving due consideration to the details in Appendix B – Framework Scope.

Note: You must provide your word count in the space provided at the end of each of your answers.

Note: A separate copy of ITT2 is required for each Lot you apply for.

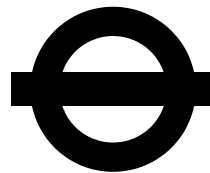
3.3 ITT3 - Commercial Submission

This section is to be completed with the bidder's maximum daily rates for each grade of staff for both Consultant services and Consultant secondments, which, for the purposes of this Framework Agreement, is defined as an individual or team of individuals working in the **main** on TfL premises on a Timecharge basis. In addition, Bidders will confirm acceptance of all Framework, Long and Short Form Terms and Conditions of Contract.

A single copy of ITT3 should be uploaded to include rates for each Lot you have applied for.

4 Commercial Submission - Instructions

This section provides an overview and explanation of TfL's commercial approach to the Framework. Nothing within this section overrides the requirements included within the Framework Agreement.



Professional Services Frameworks 2 – Commercial Services

- 4.1 TfL will expect Bidders to propose the most suitable candidates for any consultancy assignment. Each consultant will be charged out at their **open book rate** capped to the **maximum charge out rate**.
- 4.2 Where, on specific occasions, the Employer wishes to propose Specialist Consultant(s) at above Maximum Charge-out Rate(s), the Consultant must do so in accordance with Clause 10.7 of the Framework Terms.

The open book rate is set from the **cost of employment, overhead** and **profit**. Section 4.7 describes how the rates must be constructed.

- 4.3 Costs of Employment to the Bidder for all consultants

Calculate your **maximum cost of employment** at Partner/Director, Principal Consultant, Senior Consultant, Consultant and Junior Consultant grades by Lot. Please be reminded when determining your maximum charge-out rates that your commercial submission is worth 40% of your total score.

A “standard” day is defined as a minimum of 8 hours, with additional time as reasonably required, between the core hours Monday to Friday between 8 am and 8 pm.

Bidders should assume there are 232 working days in the year in calculating daily costs and rates for this ITT.

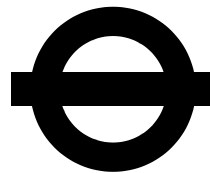
The costs required under the section are the payroll costs for each grade and sub-category, which must expressly include **as a minimum** the items listed below:

- basic salary,
 - bonuses/commissions etc,
 - National Insurance Contributions, or Social Security costs, or equivalent,
 - employers pension contributions,
 - other employee benefits such as private health Insurance, and
 - company car allowance.
- 4.4 Please note that all successful Bidders will be required to submit on a 6 monthly basis an open book spreadsheet commencing on the Framework Agreement start date. This will identify all consultants relevant to the agreement classified by grade and also include their exact employment cost (see template in ITT3). The open book spreadsheet will be approved by the TfL Framework Manager. For operational use, TfL will work with the last submitted and approved open book spreadsheet.

- 4.5 Standard Percentage Mark Up

For each grade in each Lot you are applying for please provide your standard percentage mark-up for overheads to include:

- expenses (e.g. travel costs)
- facilities including accommodation, utilities, software and hardware, etc.
- training costs
- company equipment such as mobile phones



Professional Services Frameworks 2 – Commercial Services

- professional subscriptions paid by the company)
- insurance cover
- quality inspection and reviews
- support staff

Any incidental expenses (travel, photocopying, etc) and ongoing management/supervisory/quality assurance costs involved in administering this framework agreement and any subsequent call-off contracts should be included under this heading.

For each grade (irrespective of sub-category) please provide your standard percentage mark-up to cover profit.

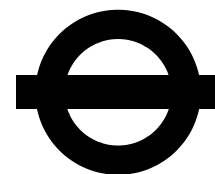
- 4.6 Percentage mark ups are capped for the Framework across categories for the life of the Framework.

It must be assumed that regular liaison meetings will be held with the TfL Framework Manager and/or Supplier Relationship Manager to review the operation of the Framework in accordance with Schedule 13.

4.7 Charge-out rates

TfL requires all Bidders to submit their **maximum charge-out rates** for each Lot and grade (Partner/Director, Principal Consultant, Senior Consultant, Consultant and Junior Consultant). Full descriptions of the roles covered by these grades are detailed in Appendix A.

However, it needs to be especially noted that, for the purposes of this Section, a "Director" is a Company Director as defined in the Companies Act 2006.



Professional Services Frameworks 2 – Commercial Services

TfL wishes to gain an understanding of the structure of the charge-out rates so that it can work closely with selected Bidders in order to realise the best possible value for money for each Call-off Contract.

For the purposes of this model, TfL will assume that daily charge-out rates for each role can be calculated by applying the percentage mark up to the daily costs of employment. i.e. Maximum Charge-out (Day) rate = (Costs of Employment) x (% Overhead + % Profit)

Grade	Employment Cost	Overhead (%)	Profit	100% + (Total percentage mark up)	Charge out (Day) rate GBP
a	b	c	d	$E=100\%+c+d$	$F=(b \times e)$
Consultant	400	10%	8%	118%	472
Director	600	12%	10%	122%	732

The Max Charge – Out Rates will need to cover all resources, wherever they are geographically situated.

At Call Off level, if you decide to bid with resources who are either UK based or International, you will be required to submit the Cost of Employment of the individuals, overhead and profit.

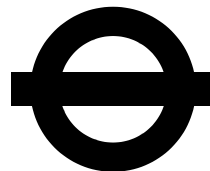
International rates will be based on the open book cost, overhead and profit mechanism within the Framework and should not exceed the maximum Framework rate for the relevant grade.

The overhead percentage for International rates may, with the prior written agreement of TfL at Call Off level, be adjusted from that as already agreed within the Framework pricing schedule, to reflect any differences associated with such international overheads. The Consultant will be required to provide supporting evidence when requesting any change to the international cost overhead percentage.

This change will be based on the cost element for international resource being substantially lower than that of UK based resource. Should the cost element for international resource prove to be equal or more than UK based resource then no uplift to the overhead percentage will be considered.

These rates will be fixed for 2 years from the contract award date.

The Maximum Charge Out Rates are reviewed on the first anniversary of the Framework Agreement Commencement Date and each subsequent anniversary during the Term. On each such review, and at the sole discretion of the Framework Manager, the Maximum Charge Out Rates are increased or decreased by such amount as is reasonable to reflect the increase or decrease (if any) in the salaries of the Consultant's staff provided that on each such review the Maximum Charge Out Rates do not increase or decrease by more than the percentage increase or decrease between the UK Consumer Prices Index (CPI) Figure last published before the date of review and the CPI Figure last published before the Relevant Date. The review of the Maximum Charge Out Rates does not affect the Prices under any Call-Off Contract entered into prior to the date of review.



Professional Services Frameworks 2 – Commercial Services

4.8 Premium for out of hours working

The costs of employment and charge-out rates developed in above relate only to a standard working day (see 4.3 above). Please supply details of charge-out premiums to be applied in cases of work being undertaken outside these hours when reasonably and specifically requested by TfL:

	Percentage Mark Up
<u>Night-work (8pm to 8am)</u>	
<u>Week-ends (Saturday or Sunday)</u>	
<u>Public & Bank Holidays</u>	

This table is to be completed in 'ITT3 – Commercial Submission'.

Please note: percentage increases for out of hours working will only apply to cost of employment and not to percentage mark up rates.