



Transport for London



Volume 1

The Invitation to Tender

Electric Scooters (E-Scooters) Rental Trial in London

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Transport for London
5 Endeavour Square,
London,
E20 1JN

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INTRODUCTION

Overview

This Invitation to Tender (“ITT”) is issued by Transport for London (TfL) to potential Tenderers in relation to the voluntary notice published in the Official Journal of the European Union (OJEU) Reference No. TBC, and the advert published on TfL’s eProcurement system and. This ITT relates to a competitive procurement for the proposed award of a contract(s) to Operator(s) in relation to an electric scooter (“e-scooter”) rental trial in London (“Trial”). The procurement is being conducted pursuant to the research and development services exemption under regulation 14 of the Public Contracts Regulations 2015 (“PCR 2015”).

At the end of this procurement process, during which bids will be evaluated by TfL and London Councils, TfL may choose to award contract(s) and enter into an Administration Agreement (“Agreement”) with each Operator(s), setting out terms that apply to the Operator and those authorities in the Greater London area who wish to participate in the Trial, being TfL itself, various London Boroughs and the City of London Corporation (“Participating Boroughs”).

The Agreement provides that a Participating Borough may issue a notice to require the relevant Operator(s) to enter into a contract for the provision of e-scooter rental services in the geographic area controlled by that Participating Borough.

Respondents are required to respond to all sections of this ITT. Any contract, which TfL awards, will be to Tenderer(s), who submit the most economically advantageous tender(s) (“MEAT”). The MEAT is determined as the highest score(s) awarded following completion of the evaluation process.

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS MAY BE REJECTED BY TfL, WHOSE DECISION IN THE MATTER SHALL BE FINAL.



Document Structure

The ITT contains three volumes. These are:

Volume 1). Instructions to Tenderers – includes sections as set out in the Table of Contents of this document. Volume 1 provides full instructions on how the Tender Process shall be organised, how and when Tenderers should submit their responses, and the following appendices:

- Appendix 1: Form of Tender
- Appendix 2: Conflict of Interest Declaration
- Appendix 3: Non-collusion declaration
- Appendix 4: Stage 1 – Eligibility and Capability Assessment
- Appendix 5: Stage 2 – Qualitative Evaluation
- Appendix 6: Clarification Request Template
- Appendix 7: Reserved Information

Volume 2). The Specification – set out the Trial requirements and includes the following appendix:

- Appendix 1: City Charges

Volume 3). Contract Terms and Conditions – the Administration Agreement will form the basis of the contract between Transport for London and the successful Tenderer(s) and comprises the following:

- Terms and Conditions
- Schedule 1 Key Agreement Information
- Schedule 2 Initial Participating Boroughs
- Schedule 3 The Specification
- Schedule 4 Form of Full Service Request (used by Full Service Boroughs to request entry into a Full Service Contract. Includes the form of the Full Service Contract to be entered into by Full Service Boroughs and Operator(s))
- Schedule 5 Service Response to ITT (to be populated with the successful Tenderer(s) response to this ITT)
- Schedule 6 Mobilisation
- Schedule 7 Exit Plan
- Schedule 8 Business Continuity Plan
- Schedule 9 Form of Ride-through Contract Request (used by Ride-through Boroughs to request entry into a Ride-through Contract. Includes the form of the Ride-through Contract to be entered into by Ride-through Boroughs and Operator(s))
- Schedule 10 Low Income/Equitable Access Plans



1. BACKGROUND

1.1 Introduction

This section provides you with background information on the Trial, which is being led by TfL (with support from London Councils) and delivered in participating London Boroughs and on areas of the Transport for London Road Network.

Subject to the terms of the Agreement, the Trial is currently expected to commence in or around Spring 2021 and run for a term of up to twelve months, over thirteen consecutive 28-day periods. The Trial term may at TfL and the Project Board's discretion and subject to the agreement of the Department for Transport and under the terms of the Agreement, be extended for a further six 28-day periods. The ability to commence the Trial is dependent on the prior making of an Order pursuant to section 44 of the Road Traffic Act 1988.

TfL is conducting a competitive tender to appoint Operator(s) for the Trial, applying the research and development services exemption under regulation 14 of the PCR 2015. London Councils will participate in the evaluation of bids.

1.2 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, the Congestion Charge scheme and the Low Emission Zone (LEZ).

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

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

1.3 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/>

London Councils is a cross-party organisation that represents London's 32 Borough councils and the City of London.

<https://www.londoncouncils.gov.uk/>

1.4 E-Scooter Trial Background

In early May 2020, the Department for Transport ("DfT") announced its intention to start trials of rental e-scooters in summer 2020, to help support cities across the United Kingdom as part of their restart and recovery response following the Coronavirus-induced lockdown.

DfT has indicated its preference for coordination of trials at a local level. TfL has therefore been working with London Councils as representative for the 32 London boroughs and the City of London Corporation (the "Boroughs") with the intent to select Operator(s), coordinate and evaluate the Trial for the period described in 1.1, with the potential for many or all Boroughs in Greater London to participate. By coordinating efforts, TfL, London Councils and the Boroughs can:

- drive a consistent and safe trial standard across London;
- provide an evidence base for TfL and the Borough's own policy position on the e-scooters and DfT's research to inform possible changes to legislation regarding e-scooters; and
- provide an alternative transport option to private car and capacity restricted public transport to support London's restart and recovery.

Tenderers should refer to Volume 2 (the Specification) in particular for further background detail regarding the Trial.



2. THE PROCUREMENT PROCESS

2.1 Introduction

This section describes in broad terms the award process following the issue of this ITT.

2.2 The Procurement Process

As set out in the voluntary contract notice, TfL is conducting this procurement pursuant to the Research and Development Services exemption under the PCR 2015 and as such the PCR 2015 processes do not apply to this opportunity. TfL is conducting this procurement process to identify Operator(s) for the Trial in line with the voluntary processes and stages set out in this ITT. It is therefore important that Tenderers raise any queries regarding this ITT and accompanying volumes, including the Specification and the Administration Agreement, with TfL as soon as practicable and in accordance with the proposed timetable for clarification questions set out in table 1. **Tenderers should note that the timetable does not include a negotiation phase with Tenderers.**

PLEASE NOTE: 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 Trial requirement. TfL reserves the right without 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. This will be subject to the normal rules of public law, EU principles and procurement rules.

Moreover, TfL reserves the right to provide further information or to supplement and/or amend the procurement process for this ITT. You enter this procurement process at your own risk. TfL shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether TfL has made changes to the procurement process.

TfL also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, TfL will not reimburse any expenses incurred by any person in the consideration of and / or response to this document. You make all tenders, proposals and submissions relating to this ITT entirely at your own risk. Tenderers should also be aware that the trial is dependent on DfT passing new regulations that enable cycle tracks to be reclassified without the requirement to upgrade infrastructure. If this new regulation is not passed, TfL reserves the right to not award a contract(s).



2.3 Bidders' Costs

You are reminded that you are solely responsible for the costs, which you incur, as a result of your participation in this procurement.

2.4 Procurement Timeline

The key dates for the procurement process are stated in Table 1 (Procurement Timetable) below. These dates are provided for your **guidance only** and are **subject to change**.

Table 1: Procurement Timetable

Event	Date
Issue of Invitation to Tender with OJEU Notice	Tuesday 17 November 2020
Supplier Briefing	Tuesday 24 November 2020 (invite link to be sent to all suppliers who express interest on e-Tendering portal)
Last date for clarification questions	12:00 (noon) 3 December 2020
Return of Tender	12:00 (noon) Monday 14 December 2020
Provision of sample vehicles – if requested.	January 2020 (please be prepared to supply two sample vehicles to a London location within 2 working days of a request)
Standstill	TBC
Contract award	Early 2021
Commencement of Trial	Spring 2021

2.5 Tenderers' Clarifications

PLEASE NOTE: You must submit any questions relating to this ITT via the clarifications facility on TfL's e-Tendering portal (found at: <https://procontract.due->



north.com) no later than the ITT clarification deadline set out in Table 1 (Procurement Timetable).

Subject to the provisions in paragraph 2.7, TfL will endeavour to respond within **five (5)** working days to clarification questions, which have been transmitted to TfL via the TfL e-Tendering portal prior to the ITT clarification deadline set out in Table 1.

No formal or informal queries shall be answered by e-mail or verbally by TfL. All responses to Tender queries will be transmitted electronically to all Tenderers to ensure a fair and transparent procurement process. The Tenderer should only accept and act upon responses to queries issued by the Tender Administrator. Queries must be received by the last date for submission of clarifications shown in Table 1. No guarantee can be given that any queries received after this date will be answered.

Tenderers should note that:

- if, in TfL's view, questions are of a general nature, TfL will provide copies of questions in anonymity, together with answers, to all Tenderers.
- if, in TfL's view, questions are of a specific nature and marked as confidential by the Tenderer, TfL will provide copies of questions, together with answers, only to the Tenderer seeking clarification; and
- the clarification process will be conducted based on the equal, transparent, and non-discriminatory treatment of Tenderers.

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).

2.6 Clarifications of Submissions

TfL may clarify elements of submissions and reserves the right to:

- re-visit the evaluation scoring; and
- ask further clarification questions.

2.7 Compliant Tenders

Tender Submissions will be checked initially for compliance with these Instructions to Tenderers and for completeness. Clarification may be sought from Tenderers. TfL reserves the right to reject any Tenders that are not, upon receipt, compliant with, and in the format specified in this ITT. It is recommended that the



Tenderer undertakes their own check for content and compliance and makes available resources to respond to queries from TfL.

Each response should be submitted electronically via TfL's e-portal, <https://procontract.due-north.com>

Each Submission document should be clearly labelled as per the Submission Guidance in Table 2.

TfL reserves the right to reproduce copies of any Tenders for the purposes of Tender evaluation.

For ease of recognition, the Tender documentation submitted by the Tenderer shall contain footers sequentially numbered, titled and cross-referenced whenever appropriate.

2.8 Submission Arrangements and Administrative Instructions

This paragraph describes submission arrangements for Tenderers' Tenders.

You must upload your Tender to the online e-Tendering portal at <https://procontract.due-north.com>

For help on uploading your Tender, please refer to the video tutorials, FAQ's and help pages found in the Help Centre 'Responding to Tenders' section of the e-tendering website <https://supplierhelp.due-north.com/>.

If you encounter any problems please, first refer to the above referenced FAQ's and video tutorials. If the problem persists, please contact 'log a ticket' on the supplier support portal (<http://www.proactis.com/Support>) in good time and inform the relevant tender co-ordinator of your issue. You are strongly recommended not to leave uploading of all data to the last day. Neither TfL nor its e-procurement system provider will be responsible for any failure to upload data due to insufficient time being allowed by Tenderers. If you encounter a problem with using the e-procurement system website that will prevent you from completing the ITT before the closing date and time you must:

Log the problem with the e-procurement website helpdesk taking note of the time and contact details at the helpdesk and contact the named point of contact in Section 3.2 with screenshots illustrating the issue.

If there is a problem with the e-tendering portal, TfL's point of contact for Tender administration (the "**Tender Administrator**"), to which all queries shall be sent,



is below. Please note you should contact the Tender Administrator by email in the first instance.

Name: Ben Bloom

Email: benjaminbloom@tfl.gov.uk

Tel: +44 7894 710136

Deadlines are as stated in the Table 1. This timetable may be subject to change and, in the event of such change, all Tenderers will be informed. TfL reserves the right not to consider any Tenders received after this time or which are in any way incomplete. If and when TfL accepts a Tender, a notification shall be sent to each of the Tenderers via the e-portal, <https://procontract.due-north.com>.

2.9 Rejection of Tenders

Tenders may be rejected if:

- they are not submitted by the submission date and time; or
- the information required is not complete at the time of responding; or
- the information required is not in the format indicated by TfL; or
- the Tenderer does not pass the Stage 1 - Eligibility and Capability Assessment; or
- they are in any other way deemed non-compliant by TfL (i.e. not compliant with any other instructions contained in this document).

Note that the Stage 1: Eligibility and Capability Assessment comprises 5 Parts. Failure in any of these Parts will result in the termination of the assessment process for the Tenderer. No subsequent Parts will be assessed, and feedback will only be given on areas where Tenderers have failed and if requested.

2.10 Tender Documents

Tender documents will be provided electronically via TfL's e-portal, <https://procontract.due-north.com/Login>.

Although all efforts have been made to ensure that all electronic files are virus free, it shall be the Tenderer's responsibility to protect its own IT systems from any infection of the electronic files.



Except for the input of rates and other requested information, the electronic information shall not be amended or tampered with in any way. Tenderers shall not introduce additional items or fields to the electronic files.

2.11 Acknowledgement of Receipt of the ITT

On receipt of the Tender Invitation attachments via TfL's e-portal, <https://procontract.due-north.com/Login> Tenderers shall check the attachments received against the list included in Table 2: ITT Submission Checklist of this Volume. If the attachments received are incomplete, Tenderers must contact the Tender Administrator immediately.

2.12 Tenderers Responsibility

Tenderers must ensure that they provide all the responses requested including, but not limited to, plans, answers to questions, policies and attachments and that everything is correctly named and referenced so that all supporting information and evidence is clearly identifiable.

2.13 Completeness of Information

Tenderers should note when preparing their responses that TfL will only evaluate the Tender Submissions using the information supplied by the Tenderer within this Tender Process. TfL will not take into consideration any views, opinions, data, or other information that may already be in the possession of TfL or in the public domain that is not incorporated in the Tenderer's Submission documents. However, TfL reserves the right to take account of any information subsequently clarified by TfL and verified by the Tenderer to decide whether the tender should be disqualified.

2.14 Requests for Extensions

Any requests for an extension to the tender period must be received by the clarification deadline date identified in Table 1, but no undertaking can be given that any extension will be granted. Should any extension be granted, it will be granted to all Tenderers.

2.15 Publicity and Marketing

Tenderers are not permitted to:

- make any public statement or communicate in any form with the media in connection with this procurement process.



- use any trademarks, logos or any other Intellectual Property Rights associated with TfL.
- represent that the Tenderer is directly or indirectly associated in any way with TfL or the Trial procurement.
- engage in any form of marketing which creates, implies, or refers to an association between the Tenderer and TfL and/or the Trial procurement.
- do anything or refrain from doing anything which would have an adverse effect on TfL.

Tenderers must direct any queries from the media to TfL's Press Office on 0845 604 4141 or pressoffice@TfL.gov.uk and also update the Tender Administrator promptly in relation to the same. If required, Tenderers must seek further guidance from the Tender Administrator.

2.16 Unreferenced Supporting Materials

Relevant material which is not marked with the question reference and is not described in the response summary might not be given full consideration by evaluators – to the detriment of the Tenderer's submission.

If the Tenderer needs to reference additional information as part of its submission, the Tenderer should clearly indicate that this information has no identifier and provide a description of the location of the information, so that it can be manually located.

Live weblinks should not be used as part of the tender response.



3. BIDDERS' TENDERS

3.1 Introduction

The purpose of this section is to provide instructions on how to structure and present the tender in a way that enables TfL to carry out its evaluation of your tender.

Tenderers must not go over the maximum page limits specified for each question and are encouraged, where possible, to ensure that their tenders are concise, contain only relevant information and are structured as requested in this ITT. Please note that:

- all documents and materials which comprise the response shall be written in English except that, where original documents (such as evidence of incorporation or accounts) are not in English, certified translations will be accepted.
- all documents shall be provided in PDF format (unless stated otherwise).
- all text shall be in Arial Standard (i.e. not Arial Black or Arial Narrow) font size 12 and shall be fully legible if printed in black and white; The font size may be smaller in diagrams and tables if required.
- the response to each question shall be a complete response, repeating information where necessary, as TfL will not be considering information contained in responses to other questions.
- all tenders become the property of TfL upon submission and will be subject to the Freedom of Information Act 2000.

IMPORTANT: Tender responses should demonstrate the Tenderer's ability to meet the Operator obligations and requirements of the Agreement and Specification. Tenderers should therefore base their responses to the ITT on the Operator obligations and requirements as set out in Volume 3, including the Specification in Schedule 3 to it.

3.2 Documents to be Returned with the Tender

The Tenderer's response shall be submitted as detailed in Table 2: ITT Submission Checklist, and compliant with the Submission Guidance set out in Table 2.



Table 2: ITT Submission Checklist

Document	Sub-Section	Submission Required	Submission Guidance
Instructions to Tender (ITT)	Appendix 1: Form of Tender	Signed and returned Form of Tender	N/A
	Appendix 2: Conflict of Interest Declaration	Completed, signed, and returned	N/A
	Appendix 3: Non-Collusion Declaration	Completed, signed, and returned	N/A
Appendix 4 Stage 1: Eligibility and Capability Assessment	Part 1 Supplier information	Completed tab of Excel Spreadsheet	Response entered in blue column
	Part 2 Exclusion Grounds	Completed tab of Excel Spreadsheet	Response entered in blue column
	Part 3 Supplier Selection Questions	Completed tab of Excel Spreadsheet where applicable	Response entered in blue column where applicable
		6.1 Contract Examples	A single PDF document titled [COMPANY INITIALS_ECA6.1_TPA] in response to relevant part of Appendix 4 Excel Spreadsheet
		8.2 Health and Safety Policy	A single PDF document titled [COMPANY INITIALS_ECA8.2_HS] in response to relevant part of Appendix 4 Excel Spreadsheet
		8.3 Equality, Diversity, and Inclusion Policy	A single PDF document titled [COMPANY INITIALS_ECA8.3_EDI] in response to relevant part of Appendix 4 Excel Spreadsheet
		8.5 Environmental Policy	A single PDF document titled [COMPANY INITIALS_ECA8.4_EP] in response to relevant part of Appendix 4 Excel Spreadsheet
		8.6 Business Continuity	A single PDF document titled [COMPANY INITIALS_ECA8.6_BCP] in response to the relevant part of Appendix 4 Excel Spreadsheet
	Part 4 Technical Questions	Technical Submission	A single PDF document with sectioned headings, maximum 10 pages, titled [COMPANY INITIALS]_ECA in response to relevant part of Appendix 4 Excel Spreadsheet
	Part 5 Cyber Security Questions	Cyber Security Submission	A single PDF document with sectioned headings, maximum 6 pages, titled [COMPANY INITIALS]_CS in response to relevant part of Appendix 4 Excel Spreadsheet



Appendix 5 Stage 2: Qualitative Evaluation	Technical Questions	Technical Submission	A single PDF document with sectioned headings, maximum 26 pages, titled [COMPANY INITIALS]_QE in response to Appendix 5 Excel Spreadsheet
Appendix 6: Clarification Request Template		Completed with comments or requests for clarification on any aspect of the tender documentation	N/A
Appendix 7: Reserved Information		Completed with any reserved information	N/A

3.3 The Administration Agreement

TfL has drafted the Administration Agreement to reflect the Trial's objectives. In producing the Agreement, TfL has sought to reflect the interests of TfL and the Participating Boroughs as well as, the interests of the Operators and other stakeholders including e-scooter users.

TfL believes that it has developed an Agreement that should be capable of being signed up to by any of the Tenderers. TfL therefore has a strong preference that any queries regarding the Agreement should be raised during the clarification stage only and Tenders should not contain any comments or qualifications to the form of Agreement.

Tenderers should complete the contract response declaration which forms part of the Form of Tender (Appendix 1) to confirm acceptability of the Agreement in the event their Tender is accepted by TfL.



4. RESPONSE EVALUATION

4.1 Introduction

Following submission, the Tender Administrator will initially check for compliance with these instructions. The evaluation panel will then be given access to Tender submissions in a secure manner.

The evaluation process will be conducted in a fair, transparent and non-discriminatory manner. TfL will not be accepting variant Tenders and reserves the right to reject any variant Tenders.

4.2 Stage 1: Eligibility and Capability Assessment (ECA)

TfL will conduct a Stage 1: Eligibility and Capability Assessment (“ECA”). Each response or question will be scored as indicated. Pass/Fail criteria will apply as indicated. Indicated weightings will be applied to scored responses in Part 4 and those Tenderers with no fails will be ranked,

Tenderers must pass all questions in Part 1, 2 and 3 of the ECA. For Part 4 (Technical Questions), Tenderers must achieve a score of ‘Pass’ in questions 1 and 2, and a score of at least ‘9 – Meets the Requirement’ in questions 3-10. For Part 5 (Cyber Security Questions), Tenderers must not score a ‘major concern’ in any of their response.

TfL will take forward up to ten Tenderers from the ECA, being those Tenderers who pass all Parts of the ECA and who have achieved the top ranking highest scored marks in Part 4 of the ECA. These Tenderers will then have their response to the Stage 2: Qualitative Evaluation (“QE”) evaluated. TfL reserves the right to take forward more than 10 Tenderers should the same score be achieved by multiple Tenderers.

Tenderers who fail the Stage 1 (ECA) Evaluation will be excluded from further consideration and eliminated from the procurement process.

TfL reserves the right to ask Tenderers at any time to confirm that there has not been a material change to the matters addressed in the Eligibility and Capability Assessment which may change the responses given.

Failure to disclose all material information or disclosure of false information may result in a Tenderer’s submission failing. You must provide all information requested and not assume that TfL will have prior knowledge of any of your information.



Stage 1 evaluation will be conducted as per the evaluation criteria stated in this ITT (including Appendix 4 specifically) and will determine a pass outcome or fail outcome for each respondent.

4.3 Stage 2: Qualitative Evaluation (QE)

QE responses shall be evaluated by TfL staff as well as London Councils representatives on behalf of the Boroughs, who will be supported by relevant experts. Evaluators will review the Tenderer's responses to the questions and evaluate against the criteria shown on the questionnaire.



Table 3: Stage 2: Qualitative Evaluation - basis for scoring

Descriptor	Descriptor	Score
Title		
Outstanding	Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, and resource and quality measures required to perform the trial. Response identifies factors that will offer potential added value and continuous improvement, with evidence to support the response.	25
Good	Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource and quality measures required to perform the trial. The response identifies factors that will offer potential added value, with evidence to support the response.	16
Meets the Requirements	Demonstration, with some minor reservations, by the Tenderer of the relevant ability understanding, experience, skills, resource and quality measures required to perform the trial, with evidence to support the response.	9
Poor	There are reservations about the Tenderer's relevant ability, understanding, experience, skills, resource and/or quality measures to meet the requirements for performing the trial, with little or no evidence to support the response.	4
Unacceptable	The response does not meet the requirement. It either does not comply and/or insufficient information has been provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource and quality measures required to perform the trial, with little or no evidence to support the response.	0



Table 4: Stage 2: Qualitative Evaluation Weightings

Section	Question	Weighting
Ensuring the safe use of e-scooters	Vehicles and Safety	15%
	Maintenance	15%
	Parking	7.5%
	User Education and Community Engagement	12.5%
	Risky Behaviours and Crime	10%
Minimising Environmental Impact	Environmental Impact	10%
Equitable Access	Equitable Access	7.5%
Delivering the trial as a collaborative partner	Delivery of Data and Insights	7%
	Trial Mobilisation and Delivery	15.5%
TOTAL		100%

4.4 Stage 2: Minimum Quality Thresholds and Weightings

Tenderers' responses will be scored as indicated. The weightings for each question will be applied to scored responses and those Tenderers with no fails will be ranked.

For each scored item, the weighted score taken forwards in the evaluation is calculated by multiplying the score by the weighting factor. Tenderers need to:



- achieve a score of 'Pass' for all questions in Stage 1

AND

- achieve a score of at least 9 (Meets the Requirements) in each individual question in Stage 2

AND

- achieve a minimum total score of 50% of the 100% percentage mark available for Stage 2 in total (see Table 4 above)

TfL intends to award to the top three scoring tenders of the QE who also meet the pass requirements and the minimum thresholds outlined above (the Minimum Scoring Thresholds). TfL will not consider any tender that fails to meet the above pass requirements and Minimum Scoring thresholds.

4.5 Stage 2 Consensus Meetings

A consensus meeting will be held between TfL and London Councils evaluators at which a consensus score will be agreed based on discussions between evaluators on the characteristics and evidence in each bid. Consensus scores will also include any amendments to scores following sample vehicle validation (if such validation stage is requested by TfL). An award recommendation comprising the top three scoring Tenders (assuming at least three tenders exceed the Minimum Scoring Threshold) will be agreed on. If fewer than three Tenders exceeds the Minimum Scoring Threshold, the recommendation will be to award to all Tenderers which exceed the Minimum Scoring Threshold. If no Tenders exceed the Minimum Scoring Threshold, no award will be made.

4.6 Sample Vehicle Provision and Validation

TfL may request Tenderers to deliver two of its sample e-scooters to a London location within 2 working days of request. These should be supplied with any necessary charging devices and instructions and configured to enable their use on a test basis. Details on delivery location shall be sent to Tenderers in advance.

The samples will be used to validate evaluation responses and the Authority reserves the right to adjust scoring down should the sample vehicles fail to reflect the standards and qualities asserted in the Tenderers' ECA and QE responses and required by the Specification.

4.7 Award recommendation panel

Our award recommendation panel comprises of representatives of TfL. The panel will note the scores resulting from the evaluation process and will use these to



confirm the award recommendation. Implementation of the award recommendation will also be subject to approval by DfT representatives with reference to the Specification.

The panel reserves the right to test the credibility of the award recommendation including a review of evidence supporting ECA responses.

4.8 Contract award

Once TfL has approved a contract award decision, notification of TfL's intention to award contracts will be sent to all successful Tenderers and unsuccessful Tenderers. A voluntary standstill period will then follow. Upon completion of the standstill period, contracts will be executed with the successful Tenderer(s). The start dates for the Trial will be confirmed with the successful Tenderers at this stage. TfL will execute all copies and return one copy to the successful Tenderers, retaining the remaining two copies for contract administration and procurement records, respectively.



5. NOTICE TO BIDDERS

5.1 Confidentiality

The content of this ITT is 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.

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.

5.2 Freedom of Information

In relation to this ITT Tenderers 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.

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.

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

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/her.

Without prejudice to TfL's rights and obligations under the FOIA/EIR, you should be aware that the rules about disclosure apply regardless of the origin of information held by or on behalf of TfL, 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.

You should note that this ITT once published by TfL it 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 7: 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;
- 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 7: Reserved Information to this Volume 1.

5.3 Equality and Diversity

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.

TfL expects that the Operator(s) who enter into the Administration Agreement will have in place and will implement policies to promote these principles.

5.4 Responsible Procurement

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-information?intcmp=3408>

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

5.5 Disclaimer

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 Tenderer.

Information provided herein 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.

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 either 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.

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 appointment of Operators to undertake the Trial. 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. TfL reserves the right to issue circulars to Tenderers 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.

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 award of an Administration Agreement or any related procurement process and any attempt to procure information from any of the foregoing concerning the procurement and award of contract may result in the disqualification of the person and/or the relevant organisation from further consideration in this procurement.

TfL reserves the right without prior notice not to progress this document further, in any way and/or to terminate the procurement process without awarding an Agreement at any time.

TfL reserves the right to award an Administration Agreement in whole or in part or not at all as a result of the competitive procurement commenced by the Contract Notice.

5.6 Good Faith

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.

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.

5.7 Accuracy of Information

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.

5.8 Intellectual Property Rights

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.

5.9 Changes in Circumstances

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:

- any change to your corporate structure from that set out in your response including the ECA. 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; or
- any other change to your circumstances, 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.

TfL reserves the right to approve (subject to conditions) or reject the changes referred to above. A rejection of the changes may result in you being excluded from further participation in the procurement process.

TfL reserves the right, and may in certain cases be required under the procurement rules, to disqualify any Tenderer that has been selected to receive this ITT where the composition of the Tenderer's bid vehicle, joint venture or



consortium has changed. You are therefore advised to discuss any proposed changes of this nature with TfL before they are put into effect.

Where, following notification to TfL by you, at any stage, of a material change in any of the information provided in your response, TfL is of the opinion that you do not have, or are unlikely by the date of commencement of the 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.

5.10 Conflict of Interest

TfL actively seeks to avoid conflicts of interest and reserves the right to deem Tenderers as non-compliant and reject Tenders where TfL perceives an actual or potential conflict of interest. Tenderers must advise and discuss all potential conflicts of interest with TfL's contact named in paragraph 2.8 prior to submission of their tenders. Tenderers are reminded that it is their responsibility to ensure that any person or company engaged directly or indirectly in connection with the preparation of their tender does not have, and could not reasonably be seen to have, any conflict of interest in connection with TfL. Steps should be taken by Tenderers to identify all such persons or companies who have knowledge of TfL acquired through previous or concurrent roles and checks should then be made to ascertain whether any such persons possess confidential information relevant to this tender submission. Tenderers are urged to notify TfL of all such cases, stating the measures taken to ensure that no unfair advantage will arise. Failure to meet this obligation may result in the relevant tender being non-compliant.

5.11 Tender Costs

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

5.12 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.



5.13 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.



APPENDIX 1: FORM OF TENDER

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document *Electric Scooters (E-Scooters) Trial in London* was prepared by Transport for London ("TfL") in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL, any member of the TfL group, any London Borough nor the City of London Corporation has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such document is based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. The provision of Section 5 of the 'Notice to Bidders' section of Volume 1 of the ITT has been and will continue to be complied with.
3. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any contract relating to the procurement.
4. TfL reserves the right (on behalf of itself and its group companies) to award the contract for which Tenders are being invited in whole, in part or not at all.
5. This Tender shall remain open for acceptance by TfL and will not be withdrawn by us for a period of six months from the date fixed for return.
6. The information provided by us is true and accurate.

Having made due allowances for the full requirement in the ITT documents we hereby offer to perform the Trial for TfL (or any member of the TfL group) and the Boroughs in accordance with the terms and conditions stated therein in TfL's contract (the Administration Agreement).

Note, by completing box 1 you agree to our terms and conditions of contract. If we offer a contract in the belief that your Tender is compliant, and you then attempt to negotiate alternative conditions we WILL withdraw our offer.



1.	I agree to accept the Conditions of Contract (the Administration Agreement) attached to the ITT in the event that this Tender is accepted by TfL.	
Name		Date
Signed		

Please complete the following

Position		For and on behalf of (company name)	
Telephone	Facsimile:	E.Mail	
<p>TfL Reference No: tfl_scp_002092</p> <p>Surface Transport: Electric Scooters (E-Scooters) Trial in London</p>			



APPENDIX 2: CONFLICT OF INTEREST DECLARATION

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Transport for London, or that may result in an adverse impact on competition for the purposes of this procurement.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could, or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is 'yes' to any of the questions below please provide full details as a separate attachment.

Questions	Yes/No
Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to TfL or is currently tendering to do so?	
In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to TfL?	
At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to TfL?	
At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of TfL?	
Is there any occasion where you or members of your organisation or supply chain may use TfL resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than TfL?	
Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with TfL e.g. through personal or working relationships with current or former employees or through prior employment with TfL or third party suppliers or in connection with the Electric Scooters (E-Scooters) Trial in London?	



I, as representative of all those legal entities associated with the Tenderer's submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify TfL promptly and no later than 28 days of becoming aware of such information and undertake to take such action as TfL may reasonably direct.

Signature:	
Name:	
Designation:	
Company:	
Date:	



APPENDIX 3: NON-COLLUSION DECLARATION

Refusal to give this declaration and undertaking will mean that this ITT submission will not be considered.

Declaration

Expression of interest for: Electric Scooters (E-Scooters) Trial in London

I / We declare that:

We have submitted a bona fide response to TfL's ITT and that I / We have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I/ we will not do at any time before the contract is awarded:

- Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;
- Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
- Offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the [insert project title].
- Any act or thing of the sort described above.

I/ We agree that the terms of the above declaration will form part of any contract with TfL, their servants or agents resulting from the acceptance of my / our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling TfL, their servants or agents to determine my / our employment under that contract.

Signed		Date	
Position			
For and on behalf of:			



APPENDIX 4 - STAGE 1 - ELIGIBILITY AND CAPABILITY ASSESSMENT (ECA)

APPENDIX 5 - STAGE 2 – QUALITATIVE EVALUATION (QE)

APPENDIX 6 - CLARIFICATION REQUEST TEMPLATE

APPENDIX 7 - RESERVED INFORMATION

Supplied as separate documents.