Transport for London

Volume 1
The Invitation to Tender
Track Vegetation and Fencing Renewals

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1 INTRODUCTION

1.1 Overview

This Invitation to Tender (ITT) is being issued to those bidders who have qualified for this procurement by submitting a successful SSQ.

Transport for London's contact details can be found in paragraph 3.9 of this document.

This ITT forms part of a competitive procurement for the award of a contract for "Track Vegetation and Fencing Renewals" and is to be conducted in accordance with the Negotiated Procedure, under Directive 2014/25/EU (utilities) on the award of public sector contracts, as implemented in the UK by the Utilities Contracts Regulations 2016.

This procurement is being conducted in accordance with Transport for London's drive to deliver best value whilst meeting its own requirements. At the end of this procurement process, Transport for London (TfL) may choose to award a contract. Any contract, which Transport for London awards, will be to the supplier, who submitted the most economically advantageous tender.

You are required to respond to all sections of this ITT.

Generally words which are capitalised in this ITT are defined terms used by the Contract as set out in Volume 2 (the Contract).

1.2 Document Structure

This ITT contains two (2) volumes. These are:

1. The Invitation to Tender
2. The Contract

Volume 1 (The Invitation) includes sections as set out in the Table of Contents of this document.

Volume 2 (The Contract) will form the basis for the contract between TfL and the successful bidder and contains the following:

- Terms and Conditions
- Schedule 1 Contract Data
- Schedule 2 Payment
- Schedule 3 Specification
- Schedule 4 Contract Variation Procedure and Additional Services
- Schedule 5 Heath, Safety, Quality and Environmental
- Schedule 6 Form of Deed of Novation
- Schedule 7 Form of Parent Company Guarantee and Performance Bond

- Schedule 8 Form of Collateral Warranty
- Schedule 9 Performance Measurement
- Schedule 10 Strategic Labour Needs and Training
- Schedule 11 Direct Vision Standard
- Schedule 12 Key Personnel
- Schedule 13 Contract Management
- Schedule 14 Project Processes
- Schedule 15 Responsible Procurement
- Schedule 16 Obligations on Handover
- Schedule 17 Dispute Resolution Procedure
- Schedule 18 Mobilisation

You should note that Volume 2 (the Contract) makes reference to documents to be drafted by you as part of your tender submission, as outlined in Section 4.5 of this document.

Other information on which your tender should take due cognizance of is contained as Zip file attachments within the e-tendering system as follows:

Standards.Zip – this file contains a copy as the Standards listed in paragraph 4.9.3 of Schedule 3 (Specification).

Templates.Zip - This file contains the Pricing Template for completion, the template is in the form of an excel spreadsheet (file reference: TfL-01331 Pricing Template (25-04-19).xls) consisting of the following Tabs:

- Pricing Instructions
- Schedule 1: Contract Data
- Schedule 1: Contract Data – Appendix 1 – Gang Rates
- Schedule 1: Contract Data – Appendix 2 – Baseline Resource Programme (Budget Period 1)
- Schedule 1: Contract Data – Appendix 3 – Mobilisation Cost breakdown
- Schedule 1: Contract Data – Appendix 4 – Gang Rates Breakdown
- Schedule 1: Contract Data – Appendix 5 – breakdown of the cost of Supplier Personnel
- Schedule 1: Contract Data – Appendix 6 – percentage breakdowns

The file also contains an MS Excel copy of the Contract Response Template and the Reserved Information Template.

Your completed Template should be uploaded to TfL's e-tendering portal in Microsoft Excel format

TUPE Data.Zip – This file contains the TUPE data supplied by the incumbent supplier s as described in section 4.3 below. This file is to follow and will be uploaded to the e-tendering system separately.

Tender Evaluation Criteria – the tender questions, evaluation criteria, weightings and scoring guidelines are all visible via the e-tender portal. Your answers to tender questions are to be provided in the e-tendering portal.

2 BACKGROUND

2.1 Introduction

This section provides you with background information on the Track Vegetation and Fencing Renewals tender, which is being tendered by TfL.

TfL requires a contract to be put in place by 22 August 2019; TfL is conducting a competitive tender for this contract for a duration of [three (3) years and one hundred and one (101) days with an option to extend for a further two (2) years.

2.2 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 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

2.3 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/

3 THE PROCUREMENT PROCESS

3.1 Introduction

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

3.2 The Procurement Process

TfL is conducting this procurement through the Negotiated procedure to identify a service provider for the Track Vegetation and Fencing Renewals requirement.

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 Track Vegetation and Fencing Renewals 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 to amend the procurement process for this ITT. You enter into 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 or not 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.

When undertaking Competitive Procedure with Negotiation TfL reserves the right to award the contract after the first phase of the process, without negotiation.

3.3 Format of Tenders

The format for your tender is detailed in Section 4.

3.4 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.

3.5 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

Procurement activity	Timeframe guide
ITT Issued	06 May 2019
ITT clarification deadline	24 May 2019
Tenders due	31 May 2019
Presentations / Clarifications (optional)	w/c 9 June 2019
Evaluation of tenders of tenders completed	14 June 2019
Notify bidders	26 July 2019
End of Standstill Period	08 August 2019
Contract executed	22 August 2019
Mobilisation commences	23 August 2019
Service delivery commences	22 September 2019

3.6 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) of paragraph 3.5.

Subject to the provisions in paragraph 3.9, 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 (Procurement Timetable) of paragraph 3.5.

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 3.5.

3.7 Presentations / Clarifications

As detailed in Table 1 (Procurement Timetable) of paragraph 3.5 above, TfL reserves the right to conduct Presentation / Clarification meetings as part of the evaluation process. TfL may clarify elements of your or other bidders' submissions and reserves the right to:

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

3.8 Compliant Tenders

A compliant tender must:

- comply with the submission arrangements and conditions set out in Section 3.9 below; and
- provide all the documentation more particularly described in Section 4 (Bidders' Tenders) of this Volume 1.

3.9 Submission Arrangements and Administrative Instructions

This paragraph describes submission arrangements for bidders' 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-tender portal system provider will be responsible for any failure to upload data due to insufficient time being allowed by bidders. If you encounter a problem with using the e-tender portal that will prevent you from completing the ITT before the closing date and time you must log the problem with the e-tender portal helpdesk taking note of the time and contact details at the helpdesk, and contact the below named point of contact.

The point of contact for this procurement process is:

Paul Mallows – Senior Commercial Manager

Transport for London

[redacted]@tube.tfl.gov.uk

Telephone: [redacted]

All documents, which comprise your tender, must be received by TfL no later than**12:00 on 31st May 2019**. TfL reserves the right to amend this deadline to a later date. You are advised to upload your tender allowing an adequate amount of time before this deadline in order to ensure that there is sufficient time to overcome any IT problems, which may accompany the uploading of the tender. **PLEASE NOTE:** TfL reserves the right to reject any tender, if it has been received after the deadline set out in this paragraph 3.9.

You must provide clear contact details for any post-submission clarification questions that TfL may have and ensure adequate staff cover during the evaluation period.

3.10 Rejection of Tenders

Tenders may be rejected if:

- they are not submitted by the submission date and time; or
- the complete information called for is not given at the time of responding; or
- if they are in any other way deemed non-compliant by TfL

4 BIDDERS' TENDERS

4.1 Introduction

The purpose of this section is to provide you instructions on how to structure and present your tender to enable TfL evaluate your tender.

Whilst TfL is not restricting the length of your tender (except where specifically stated in a tender question), you should place emphasis upon brevity and clarity in all aspects of your tender. Tenders should be concise and contain only relevant information. You should note that:

- all documents and materials, which comprise the tender, must be written in English;
- all questions should be answered in the e-tendering portal;
- certain documents will be used to assemble the Contract as outlined in Paragraph 4.5 of this document;
- no liability will be accepted by TfL for any omissions or errors in the tender documentation;
- no advantage of any apparent errors or omissions should be taken. In the event of the discovery of any such errors or omissions then you will make us aware immediately;
- all tenders become the property of TfL upon submission and will be subject to the Freedom of Information Act 2000 (please see paragraph 6.2 for further details).

4.2 Overview

Your tender must answer all questions and should be structured into categories that are specified in Paragraph 5.4 of this Volume 1 and as per the e-tendering portal.

Your tender will comprise all sections of the evaluation criteria, including:

1. Subcontractors
2. Financial Capability
3. Good standing
4. Tendered Prices
5. Commercial Proposal
6. Health & Safety
7. Environmental Management
8. Quality Management
9. Technical Proposal

Please ensure that you have read the Contract terms in full to assist with your responses to the questions in the tender and with your understanding of the requirement.

At question 5.1 in the e-tendering portal, you are required to confirm acceptance of the Contract terms as provided in Volume 2 (the Contract). Your confirmation is to be made by means of completing the Contract Response template provided hereto at Appendix 1. This appendix lists each clause and schedule of the contract and requires the bidder to either confirm acceptance or rejection of each. If the bidder rejects any clause then the bidder must specify the contractual amendment it is proposing and give a rationale. The bidder shall upload the completed Contract Response template to the e-tendering portal at question 5.1.

The scoring criterion for compliance with the Contract terms is discretionary pass/fail, with the right to make adjustments. Bidders are strongly discouraged from seeking to modify the Contract terms. Notwithstanding this aim, where qualifications are made by a bidder the process set out in paragraph 5.5 will followed.

If you propose to execute the Contract as a Joint Venture (JV) then you shall submit a copy of the JV agreement at question 5.2 in the e-tendering portal. TfL will assess your ability to undertake the Works as a JV; the submission shall include, but not be limited to:

- The name and registration particulars of the JV agreement
- The duration of the JV agreement
- The legal form of the JV agreement, including details as to the authority, responsibilities, degree of participation and powers of each part to the JV agreement, including where appropriate, the name of the lead party or sponsor
- The law and the language of the JV agreement
- The operational structure of the JV agreement as it relates to the Contract
- Details of any indemnity provision and any other detail that will help clarify the position of the JV parties with regards to obligations arising from the Contract
- Bidders should note that TfL shall require the JV parties to accept joint and several liabilities for all contractual undertakings arising from the Contract and that each Joint Venture party shall be required to provide to TfL an ultimate Parent Company Guarantee
- TfL reserves the right to reject any tender where it is of the opinion that the Joint Venture arrangements are not satisfactory
- TfL may require Bidders at any time prior to the award of the Contract to produce further details or submit further documents related to the JV agreement as it deems necessary.

4.3 Transfer of Undertakings (Protection of Employment) Regulations 2006

The incumbent suppliers have a contractual obligation to supply TUPE data to the Company for use in the tendering process. This data has been provided to you in the TUPE Data.Zip file.

4.4 Preparing Tender Submission

When preparing your submissions, you should note that:

- Whilst this instructions document provides an overview of the requirements of this tender, you will need to review and accept all aspects of the Contract as part of your tender submission
- It is recognised that for some parts of the works may require the services of specialists where you do not have directly employed labour. Please state in your tender those parts together with the name or names of the sub- contractors or others you propose to employ per Section 1 of the Evaluation Criteria. We reserve the right to reject any sub-contractors post contract award that we consider may compromise your ability to comply with the requirements
- Tender pricing must be submitted in Microsoft Excel format using the templates provided.
- Please note in a number of instances, TfL has also provided template forms for you to populate as part of your submission. Please use these templates where provided.
- Tenders submitted by post, e-mail or fax will not be accepted. If you submit your tender by post, e-mail or fax this may invalidate your bid and may result in the rejection of your tender.
- As part of your tender submission, the information listed in Table 2 needs to be provided and uploaded as part of your response to the e-tender portal questions. For the successful bidder, this information will from part of the Contract documentation.

Table 2: Contract Schedules

Schedules that will feature in the Terms and Conditions	e-tender question ref:	Contract Ref:
Mobilisation Cost	4.1	Schedule 1
Budget Period 1 Gang Cost	4.2	Schedule 1
Management Fee Percentage	4.3	Schedule 1
Materials Overhead and Profit Percentage	4.4	Schedule 1
Equipment Overhead and Profit Percentage	4.5	Schedule 1

Schedules that will feature in the Terms and Conditions	e-tender question ref:	Contract Ref:
Specialist Subcontractor Overhead and Profit Percentage	4.6	Schedule 1
Performance Bond/Parent Company Guarantee offer including the cost of providing a performance bond	5.6	Schedule 1
Suppliers address for serving contract notices	5.8	Schedule 1
Name of the Suppliers Representative (representative for the contract period, not tender process)	5.9	Schedule 1
Name of the Suppliers senior representative (for the contract period, not tender process)	5.10	Schedule 1
Names of two core group representatives from Supplier side	5.11	Schedule 1
Gang Rates	5.12	Schedule 1 – Appendix 1
Baseline Resource Programme	5.13	Schedule 1 – Appendix 2
Mobilisation Cost Breakdown	5.14	Schedule 1 – Appendix 3
Gang Rates Breakdown	5.15	Schedule 1 – Appendix 4
Defined Cost Breakdown for Supplier Personnel	5.16	Schedule 1 – Appendix 5
Percentage breakdowns	5.17	Schedule 1 – Appendix 6
Initial / Agreed SLNT Plan	5.18	Schedule 10
List of key personnel	5.19	Schedule 12
Completed QUENSH contract menu using template provided	6.1	Schedule 5 - Part A
Health and Safety	6.3	Schedule 5 –

Schedules that will feature in the Terms and Conditions	e-tender question ref:	Contract Ref:
Management Plan		Appendix 2
Resource and Waste Management Plan	7.3	Schedule 5 – Appendix 7
Quality Management Plan	8.1	Schedule 5 – Appendix 3
Mobilisation Plan	9.1	Schedule 18 – Appendix 1
Initial Generic Method Statements	9.3	Schedule 3 – Appendix 1

- Your tender submission should also include completed copies of the following documents, templates for which are provided in the following sections 7, 8 and 9 respectively:
    - Form of tender (to be attached at question 5.3)
    - Conflict of interest declaration (to be attached at question 5.4)
    - Non-collusion declaration (to be attached at question 5.5)

4.5 Reserved Information

Please note the following:

- All bidders must notify TfL by completing Appendix 2 (in accordance with the instructions provided therein) of any information that they intend to submit during the procurement process, which they consider to be eligible for exemption from disclosure under the Freedom of Information Act (FOIA).
- All such information must be referred to as reserved information. All information not identified as reserved information in this appendix will be made available by TfL on request.

5 RESPONSE EVALUATION

5.1 Introduction

The evaluation process will be conducted in a fair, equal and transparent manner in accordance with UK and EU procurement rules.

The award criteria have been developed to assist TfL in deciding which bidder to award a contract to on the basis that their response represents the most economically advantageous tender. The award criteria are for use by those bidders, who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.

TfL reserves the right to revisit the responses to any questions asked in the SSQ to ensure that any changes to suppliers' circumstances are taken into account during the tendering evaluation. You are required at all times during the tender process to inform TfL of any changes to your circumstances, which changes impact on your response to the SSQ, your selection or your suitability to tender. Tenders will be rejected from the evaluation process, where a bidder subsequently fails a SSQ selection criterion due to a change in circumstance. At a later stage you may be asked to confirm that there has not been a material change to:

- information you provided at pre-qualification stage which may impact on your eligibility to tender, or
- your tender, which may change the evaluation results

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 TfL has prior knowledge of any of your information.

We actively seek to avoid conflicts of interest and reserve the right to reject tenderers as ineligible where we perceive an actual or potential conflict of interest. You must advise and discuss all potential conflicts of interest with the TfL contact named in paragraph 3.9 prior to submission of your completed tender.

5.2 Evaluation Rules

Completed tenders will be evaluated by TfL commercial staff, supported by other experts:

- each question will be scored as detailed in the e-tendering portal;
- pass/fail criteria will apply as indicated, and failures will be allocated where threshold scores for failure are indicated;

- indicated weightings will be applied to scored responses, and those tenders with no fails will be ranked;
- further award rules will be applied:
  - It is intended that one (1) bidder, following completion of evaluation, will be awarded a contract
  - TfL may, in its' discretion, shortlist and reduce the number of bidders at any stage throughout the evaluation and negotiation process and only continue to undertake negotiations with those bidders shortlisted and TfL reserves the right to request one or more of such bidders to resubmit any aspect of their tender or submit BAFOs (Best and Final Offers)

TfL reserve the right to adjust the scoring of the tender (including price) for the following reasons:

- Inconsistencies within bidders proposals
- Errors in bidders proposals (which the bidder fails to clarify further)
- Adjustments necessary to ensure bids are compared on a like for like basis (including qualifications to the Contract terms).
- Abnormally low tenders

5.3 Abnormally Low Tender

Your price proposal will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all bidders, with reference to the methods proposed by you.

If the assessment shows that your tender may be abnormally low, then TfL will request from you a written explanation of your tender, or of those parts of your tender, which TfL considers contribute to your tender being abnormally low.

On receipt of your written explanation, TfL will verify with you the tender or parts of the tender.

If TfL is still of the opinion that you have submitted an abnormally low offer, TfL will confirm this to you and will advise either:

- that your tender has been rejected; or
- that, for tender evaluation purposes, TfL will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low tender.

5.4 Weightings Guidance

Your tender must include all completed sections of the Evaluation Criteria defined in Table 2 below

Table 3 – Evaluation Weightings

Submission	Criteria Scoring (Summary)	Weighting %
Subcontractors	Information only	n/a
Financial Standing	Pass/Fail	n/a
Good Standing	Pass/Fail	n/a
Tendered Prices	Scored	45.0
Commercial Proposal	Discretionary Pass/Fail	n/a
Health & Safety	Pass/Fail Scored with minimum to pass	7.5
Environmental Management	Scored with minimum to pass	2.5
Quality Management	Scored with minimum to pass	2.5
Technical Proposal	Pass/Fail Scored Scored with minimum to pass	42.5
Total weighting:		100.0

5.5 Scoring system

Tender responses will be evaluated using the following criteria types and as indicated for each individual question:

- Information only – Used for information purposes only by TfL, whilst responses will be evaluated, they are not scored
- Pass/Fail - Used for critical criteria where the default 'unsatisfactory' position is Fail, but where the Bidder has provided hard evidence which completely mitigates any dissatisfaction the Bidder will receive a Pass mark
- Discretionary Pass/Fail - Used to score Bidders' response to question 5.1 in the e-tendering portal. TfL expects bidders to accept its Contract

terms. . Where bidders propose qualifications or amendments to the Contract terms, bidders must complete in full the Contract Response Template provided at Appendix 1

- Tenderers will be requested to withdraw any qualification recorded in the response template referred to above. In the event that a Bidder declines to withdraw a qualification to the Contract terms TfL will assess the evidence provided by the Bidder in support of the qualification and will apply following process:
    - Fail and reject the tender on the grounds that the amendment or any associated mitigation action is unacceptable.
    - Permit the amendment in which case TfL may adjust the scoring of the tender (including the tendered prices) for the purposes of comparing the tenders received and to make provision for any mitigating actions TfL may deem necessary.
- Score with minimum to Pass (threshold) - Used where a minimum requirement must be met with a submission of a defined quality to be acceptable. To select Bidders that meets the minimum requirement (criteria).
- Scored - Used to differentiate bids

Weightings are used to indicate the relative importance of each area of assessment.

5.6 Evaluation Questions

For responses to the scored questions provided as part of your tendered prices, health & safety, environmental, quality, technical, time and behaviours submissions, scores will be awarded as defined in the evaluation approach detailed in the e-tendering portal. The detailed descriptor for the evaluation approach is included for each scored question is also provided.

With the exception of Section 4 – Tendered Prices the scoring scales for questions evaluated on the basis of 'Scored with minimum to pass' are detailed in Volume 3, the scores at each scale are:

Table 4: Scoring System

Scoring System	Score
Excellent	25
Very Good	16
Good Enough	9
Unsatisfactory	4
Poor	1

Section 4 Tendered Prices will be scored will be scored using the method of 'Deviation from the mean' which is demonstrated in the following formula:

$$\text{Weighted Score} = \left(\left(\frac{\text{Mean Value - Tendered Price}}{\text{Mean Value}} \right) \times 100 \right) + \text{Score assigned to Mean Value}$$

Where 'MV' = Mean Value, 'TP' = Tender Price and the 'Score assigned to MV' = 50

Scores before weighting will calculated to 2 decimal places from the minimum possible score of 0 (Zero) up to a maximum score before weighting of 100.

<u>Worked examples</u>

4 Bids are received as follows:

Bidder A = £100
Bidder B = £50
Bidder C = £150
Bidder D = £200

The MV is £125 which is calculated as the average of the total 4 bid prices. i.e. £500 / 4.

Score for Bidder A who submitted a price of £100 is therefore calculated as follows:

$$\text{Weighted Score} = \left(\left(\frac{125 - 100}{125} \right) \times 100 \right) + 50$$

Scores for Bidders B, C and D are calculated using the same formula.

The following summary details the respective scores awarded to each Bidder using this formula:

Bidder A:	Score % before weighting = 70.00
Bidder B:	Score % before weighting = 110.00, adjusted score = 100.00 (maximum)
Bidder C:	Score % before weighting = 30.00
Bidder D:	Score % before weighting = -10.00, adjusted score awarded = 0.00

The specific weighting for each tendered sum is provided in the e-Portal.

5.7 Reference Material

Technical question 9.13 makes reference to a diagram which you are to refer to in preparing your answer. A copy of the diagram is provided as appendix 3 to these Instructions to Tenderers.

6 NOTICE TO BIDDERS

6.1 Confidentiality

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.

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.

6.2 Freedom of Information

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.

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 or 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 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

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
- 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.

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;
- 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).

6.3 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.

6.4 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.

6.5 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 bidder.

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.

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.

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.

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.

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.

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 2018/S 110-251445.

6.6 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, subcontractors, and associated companies which are or will be providing services or materials connected with your response.

6.7 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 Contract 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

6.8 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.

6.9 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 to the Pre-Qualification 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
- 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

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.

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.

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.

6.10 Form of Tender

Bidders are required to complete and return the Form of Tender provided as Section 7 to this Volume 1, as part of their general tender submission.

6.11 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.

Bidders are required to complete and return the Conflict of Interest Declaration provided as Section 8 to this Volume 1, as part of their general tender submission.

6.12 Non-Collusion

Bidders are required to complete and return the Non-Collusion Declaration provided as Section 9 to this Volume 1, as part of their general tender submission.

6.13 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.

6.14 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 subcontractor); 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

6.15 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.

7 FORM OF TENDER

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document Track Vegetation and Fencing Renewals Tender 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 nor any member of the TfL group company 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 documents are 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 provisions of 6.1 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 agreement.

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 provide the Works to TfL (or any member of the TfL group) in accordance with the terms and conditions stated therein for either:

a. The Mobilisation Cost is:

£ _____

in words

_____

b. Budget Period I Gang Cost is

£ _____

in words

_____

As detailed in the Contract terms.

Note, by completing box 1 below you agree to our terms and conditions of contract. If you do not wish to accept these conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

1.	I agree to accept the Conditions of Contract attached to this ITT.
Name:	Date:
Signed:	

Or;

I wish to submit a bid but I am unable to accept your conditions of contract and I have made an alternative proposal set out in the completed Contract Response Template uploaded with my tender submission. In doing so I am aware that it could prejudice the outcome of the tender analysis.

2.	I **DO NOT** agree to accept the Conditions of Contract attached to this ITT.
Name:	Date:
Signed:	

Please complete the following

Position:		For and on behalf of (company name):
Telephone	Facsimile:	Email
TfL Reference No: TfL-01331		

8 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?	

Questions	Yes / No
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 Track Vegetation and Fencing Renewals?	

I, as representative of all companies associated with the Applicants 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:	

9 NON-COLLUSION DECLARATION

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

Declaration

Tender for: Track Vegetation and Fencing Renewals Contract

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 Track Vegetation and Fencing Renewals
- 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 1- Contract Response Template

TfL-01331 Track Vegetion and Fencing Renewals - APPENDIX 1 - CONTRACT RESPONSE TEMPLATE

Key

Agreed and Accepted	Agreed and accepted term in its entirety
Offered Alternative	Cannot agree or accept the term in its entirety but can offer an alternative for consideration
Unable to Comply	Cannot agree or comply with the term
Note:	Where a Supplier offers an alternative term or cannot agree or comply with a term they must provide a commentary in the open text field setting out the reasons for the difficulty or their inability to comply with the particular paragraph, section and or clause.

TfL-01331 Track Vegetion and Fencing Renewals - APPENDIX 1 - CONTRACT RESPONSE TEMPLATE

Conditions of Contract

Reference	Response			Explanation
1. Definitions and Interpretation	☐ Agreed &	☐ Offered	☐ Unable to	
2. Commencement and duration	☐ Agreed &	☐ Offered	☐ Unable to	
3. Due Diligence	☐ Agreed &	☐ Offered	☐ Unable to	
4. Suppliers Warranties	☐ Agreed &	☐ Offered	☐ Unable to	
5. Suppliers Primary Obligations	☐ Agreed &	☐ Offered	☐ Unable to	
6. Provision of Labour	☐ Agreed &	☐ Offered	☐ Unable to	
7. Labour Utilisation	☐ Agreed &	☐ Offered	☐ Unable to	
8. Early Warning	☐ Agreed &	☐ Offered	☐ Unable to	
9. Records and Audit	☐ Agreed &	☐ Offered	☐ Unable to	
10. Company's Obligations	☐ Agreed &	☐ Offered	☐ Unable to	
11. Tools of the Trade, Equipment and Materials	☐ Agreed &	☐ Offered	☐ Unable to	
12. Company Equipment	☐ Agreed &	☐ Offered	☐ Unable to	
13. Title	☐ Agreed &	☐ Offered	☐ Unable to	
14. Variation and Additional Services	☐ Agreed &	☐ Offered	☐ Unable to	
15.Price and Payment	☐ Agreed &	☐ Offered	☐ Unable to	

Conditions of Contract

Reference	Response			Explanation
16. Performance Measurement	☐ Agreed &	☐ Offered	☐ Unable to	
17. Access	☐ Agreed &	☐ Offered	☐ Unable to	
18. Work on Company's Worksites	☐ Agreed &	☐ Offered	☐ Unable to	
19. Not Used	☐ Agreed &	☐ Offered	☐ Unable to	
20. Environmental Claims	☐ Agreed &	☐ Offered	☐ Unable to	
21. Environment, Health and Safety	☐ Agreed &	☐ Offered	☐ Unable to	
22. Relief Events	☐ Agreed &	☐ Offered	☐ Unable to	
23. Independent Supplier	☐ Agreed &	☐ Offered	☐ Unable to	
24. Supplier Personnel	☐ Agreed &	☐ Offered	☐ Unable to	
25. London Living Wage	☐ Agreed &	☐ Offered	☐ Unable to	
26. Responsible Procurement	☐ Agreed &	☐ Offered	☐ Unable to	
27. Incompetent Supplier Personnel	☐ Agreed &	☐ Offered	☐ Unable to	
28. Intellectual Property Rights	☐ Agreed &	☐ Offered	☐ Unable to	
29. Company Step-in	☐ Agreed &	☐ Offered	☐ Unable to	
30. Termination and Suspension	☐ Agreed &	☐ Offered	☐ Unable to	

Conditions of Contract

Reference	Response			Explanation
31. Licences, Consents, Notices and Approvals	☐ Agreed &	☐ Offered	☐ Unable to	
32. Indemnity and Insurance	☐ Agreed &	☐ Offered	☐ Unable to	
33. Force Majeure	☐ Agreed &	☐ Offered	☐ Unable to	
34. Confidentiality	☐ Agreed &	☐ Offered	☐ Unable to	
35. Assignment, Novation and Subcontracting	☐ Agreed &	☐ Offered	☐ Unable to	
36. Contract Management	☐ Agreed &	☐ Offered	☐ Unable to	
37. Poaching of Staff	☐ Agreed &	☐ Offered	☐ Unable to	
38. Agency Workers Regulations	☐ Agreed &	☐ Offered	☐ Unable to	
39. Tax Deduction - The Construction Industry Scheme	☐ Agreed &	☐ Offered	☐ Unable to	
40. Other Activities	☐ Agreed &	☐ Offered	☐ Unable to	
41. Costs	☐ Agreed &	☐ Offered	☐ Unable to	
42. Severance	☐ Agreed &	☐ Offered	☐ Unable to	
43. Publicity	☐ Agreed &	☐ Offered	☐ Unable to	
44. Corruption, Gifts and Payments of Commission	☐ Agreed &	☐ Offered	☐ Unable to	
45. Criminal Record Declarations	☐ Agreed &	☐ Offered	☐ Unable to	

Conditions of Contract

Reference	Response			Explanation
46. No Waiver	☐ Agreed &	☐ Offered	☐ Unable to	
47. Entire Agreement	☐ Agreed &	☐ Offered	☐ Unable to	
48. Notices and Service of Process	☐ Agreed &	☐ Offered	☐ Unable to	
49. Dispute Resolution	☐ Agreed &	☐ Offered	☐ Unable to	
50. Counterparts	☐ Agreed &	☐ Offered	☐ Unable to	
51. Partnerships and Joint Ventures	☐ Agreed &	☐ Offered	☐ Unable to	
52. Governing Law and Jurisdiction	☐ Agreed &	☐ Offered	☐ Unable to	
53. Contracts (Rights of Third Parties) Act 1999	☐ Agreed &	☐ Offered	☐ Unable to	
54. Bonds, Warranties and Guarantees	☐ Agreed &	☐ Offered	☐ Unable to	
55. Change of Control	☐ Agreed &	☐ Offered	☐ Unable to	
56. Interest	☐ Agreed &	☐ Offered	☐ Unable to	
57. Freedom of Information	☐ Agreed &	☐ Offered	☐ Unable to	
58. Data Transparency	☐ Agreed &	☐ Offered	☐ Unable to	
59. Survival	☐ Agreed &	☐ Offered	☐ Unable to	
60. Transport for London Group	☐ Agreed &	☐ Offered	☐ Unable to	

Conditions of Contract

Reference	Response			Explanation
61. CompeteFor	☐ Agreed &	☐ Offered	☐ Unable to	

Schedules 1 - 19

Reference	Response			Explanation
Schedule 1 - Contract Data	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 2 Payment	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 3 Specification	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 4 - Contract Variation Procedure and Additional Services	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 5 - Health, Safety, Quality and Environmental Requirements	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 6 - Form of Deed of Novation	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 7 - Form of Parent Company Guarantee and Performance Bond	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 8 - Form of Collateral Warranty	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 9 - Performance Measurement	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 10 - Strategic Labour Needs and Training	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 11 - Direct Vision Standard	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 12 - Key Personnel	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 13 - Contract Management	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 14 - Project Processes	☐ Agreed &	☐ Offered	☐ Unable to	

Schedule 15 - Responsible Procurement	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 16 - Obligations on Handover	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 17 - Dispute Resolution Procedure	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 18 - Processing Statement	☐ Agreed &	☐ Offered	☐ Unable to	
Schedule 19 - Mobilisation	☐ Agreed &	☐ Offered	☐ Unable to	

Appendix 2- Reserved Information Template

TfL-01331 Track Vegetion and Fencing Renewals - Appendix 2 - RESERVED INFORMATION TEMPLATE

Instructions

All bidders must notify TfL within this appendix (on the Reserved Information sheet of this workbook) of any information that they intend to submit during the procurement process, which they consider to be eligible for exemption from disclosure under the Freedom of Information Act (FOIA).

All such information must be referred to as reserved information. All information not identified as reserved information in this appendix will be made available by TfL on request.

Information which the bidder wishes to put forward as reserved information must clearly describe, with supporting detail:

(a) The information itself, or class(es) of information; and

(b) Why the bidder considers the information to be exempt from disclosure.Grounds for exemption may be one or more of the following:

(i) The information is a trade secret;
(ii) The disclosure of the information would prejudice the commercial interests of any person or organisation;
(iii) The information will be disclosed by you to TfL, *and* the nature of the information together with the circumstances of its disclosure, or other circumstances, justify the acceptance by TfL of an obligation of confidence in relation to that information;

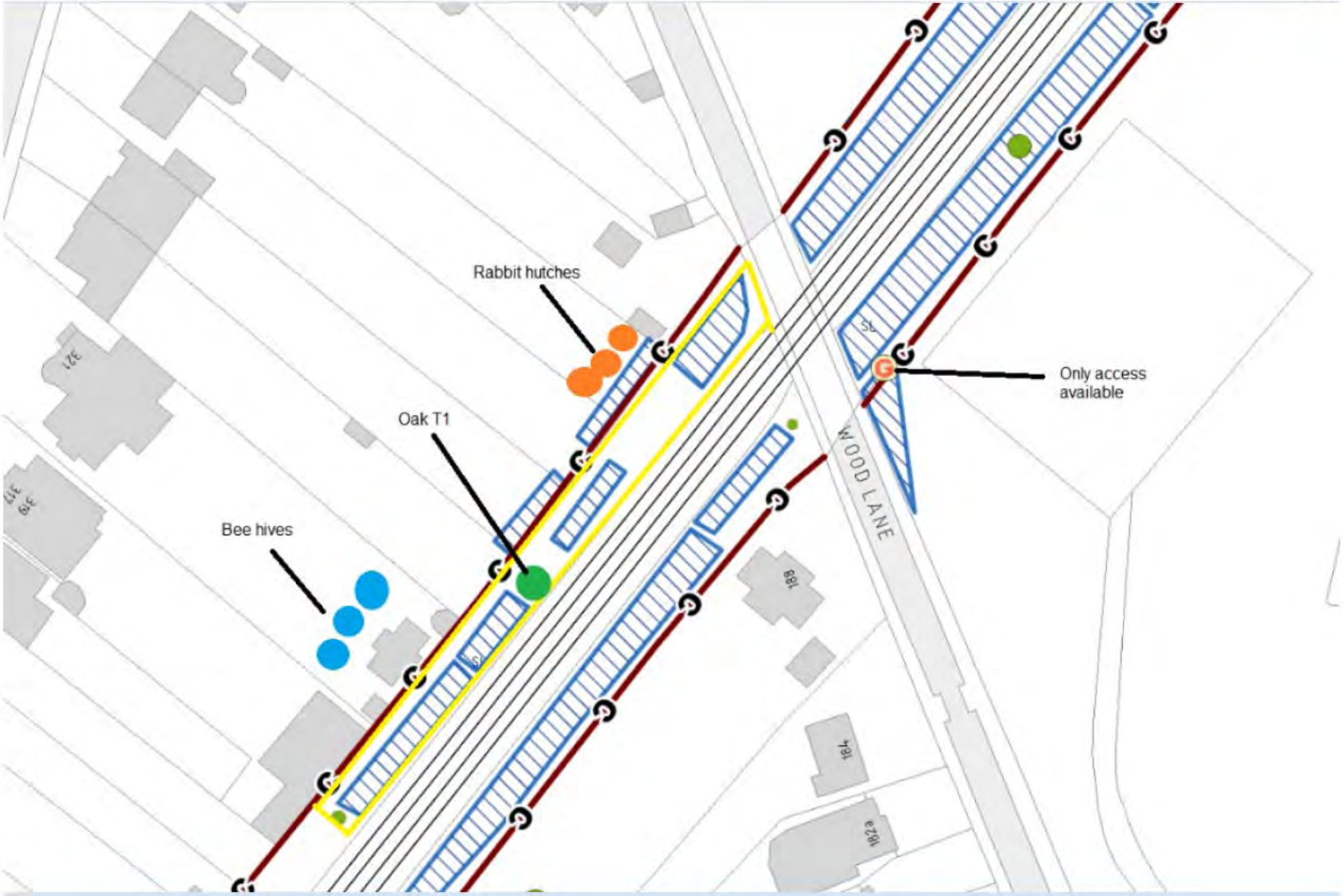
(iv) The information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; and/or
(v) Any other specific exemption under the FOIA.

TfL may disclose your reasons for exemption and any additional or supporting information as reserved information.

TfL-01331 Track Vegetion and Fencing Renewals - Appendix 2 - RESERVED INFORMATION TEMPLATE

Information Class/Title	Reasons for Exemption	Additional and Supporting Information

Appendix 3- Diagram for Technical Question 9.13


Rabbit hutches
Oak T1
Bee hives
Only access available
WOOD LANE
321
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