



Transport for London



Volume 1 The Invitation to Best And Final Offer ("BAFO")

TfL Contact Centre Services Framework

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Transport for London

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1 INTRODUCTION

Overview

This Invitation to BAFO (“ITB”) is being issued to those bidders who have qualified for this procurement advertised in the Official Journal of the European Union (OJEU) Reference No. 2015/S 114-206931

Transport for London’s contact details can be found in [paragraph 3.6](#) of this document.

This ITB forms part of a procurement for the award of a Contract for TfL 91640 – TfL Contact Centre Services Framework and is to be conducted in accordance with the Negotiated Procedure, under Directive 2004/17/EC (utilities) on the award of public sector Contracts, as implemented in the UK by the Utilities Regulations 2006.

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 may choose to award a series of Framework Agreements and Call-Off Contracts. Any Contracts (Call-off Contract from the Agreement), which Transport for London awards, will be to the suppliers, who submitted the most economically advantageous tenders.

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



1.1 Document Structure

This ITB contains five (5) volumes. These are:

- ∅ Volume 1 - The Invitation (this document)
- ∅ Volume 2 - Framework Terms and Conditions and associated Schedules
- ∅ Volume 3 - Call-Off Contract template which forms part of the Framework
- ∅ Volume 4 - Batch 1 Call off Contract
- ∅ Volume 5 - Batch 2 Call off Contract

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

Volume 2 (The Framework) will form the basis for the Framework Agreement between Transport for London and the successful bidders and contains the following:

- Framework Agreement Terms and Conditions
- Schedule 1 - Key Agreement information
- Schedule 2 - NOT USED
- Schedule 3 - Services
- Schedule 4 - Rates
- Schedule 5
 - Schedule 5A - Request form (direct award)
 - Schedule 5B - Request form (mini-competition)
- Schedule 6 - Call-Off Contract Template (*first page only, full document is Volume 3 (Schedule 6 – Call-Off Contract template)*)
- Schedule 7 - Form of Variation
- Schedule 8 - Service Provider Confidential Information
- Schedule 9 - Form of Guarantee, bond and opinion

Volume 3 (Schedule 6 - Call-Off Contract template) will form the basis for the Call-Off Contract between Transport for London and the successful bidder and contain the following:

- Call off Contract Terms and Conditions
- Schedule 1 - Key Call-Off Contract Information
- Schedule 2 - Overview of the Contract [NOT USED]
- Schedule 3 - Transition
- Schedule 4 - Service Scope Specification
- Schedule 5 - Training
- Schedule 6 - System Integration
- Schedule 7 - Pricing Schedule
- Schedule 8 - Service Management
- Schedule 9 - Form of Variation



- Schedule 10 - IPR
- Schedule 11 - Handback of Service
- Schedule 12 - NOT USED
- Schedule 13 - NOT USED
- Schedule 14 - Assurance
- Schedule 15 - Service Provider Confidential Information
- Schedule 16 - Supplier Diversity
- Schedule 17 - Strategic Labour Needs and Training Terms and Conditions

Volume 4 (Batch 1 Call-Off Contract) will form the basis for Batch 1 Services Contract between Transport for London and the successful bidder and contain the following:

- Call off Contract Terms and Conditions
- Schedule 1 - Key Call-Off Contract Information
- Schedule 2 - NOT USED
- Schedule 3 - Transition
- Schedule 4 - Service Scope Specification
- Schedule 5 - Training
- Schedule 6 - System Integration
- Schedule 7 - Pricing Schedule
- Schedule 8 - Service Management
- Schedule 9 - Form of Variation
- Schedule 10 - NOT USED
- Schedule 11 - Handback of Service
- Schedule 12 - NOT USED
- Schedule 13 - NOT USED
- Schedule 14 - Assurance
- Schedule 15 - Service Provider Confidential Information
- Schedule 16 - Supplier Diversity
- Schedule 17 - Strategic Labour Needs and Training Terms and Conditions

Volume 5 (Batch 2 Call-Off Contract) will form the basis for Batch 2 Services Contract between Transport for London and the successful bidder and contain the following:

- Call off Contract Terms and Conditions
- Schedule 1 - Key Call-Off Contract Information
- Schedule 2 - NOT USED
- Schedule 3 - Transition
- Schedule 4 - Service Scope Specification
- Schedule 5 - Training
- Schedule 6 - System Integration
- Schedule 7 - Pricing Schedule
- Schedule 8 - Service Management
- Schedule 9 - Form of Variation



- Schedule 10 - NOT USED
- Schedule 11 - Handback of Service
- Schedule 12 - NOT USED
- Schedule 13 - NOT USED
- Schedule 14 - Assurance
- Schedule 15 - Service Provider Confidential Information
- Schedule 16 - Supplier Diversity
- Schedule 17 - Strategic Labour Needs and Training Terms and Conditions



2 BACKGROUND

2.1 Introduction

This section provides you with background information on the TfL 91640 TfL Contact Centre Services Framework tender, which is being led by Transport for London (“TfL”).

TfL requires a Framework Agreement to be put in place for 2016; TfL is conducting a tender for this Framework for a duration of four (4) years with an option to extend for up to a further two (2) years in one (1) year segments exercisable at TfL’s sole discretion.

As part of the procurement process, TfL shall be tendering the two (2) Call-Off Contracts for the first two packages of work, namely Batch 1 Call-Off Contract and Batch 2 Call-Off Contract.

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.

To this end, TfL manages London’s transport network and is responsible for London’s buses, the Underground, TfL Rail services, the Docklands Light Railway and the management of Croydon Tramlink and certain services and piers on the River Thames. TfL also runs Victoria Coach Station and the London Transport Museum.

Further information 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/>

2.3 The Services



TfL are looking to award Framework Agreements with a number of suppliers to carry out services on behalf of Transport for London (TfL) Contact Centres.

Framework Agreement:

The Framework Agreement will include a mechanism to award Call-Off Contracts that relate to contact handling (defined as an interaction between a customer and a Contact centre), card fulfilment (defined as the process to produce a personalised and encoded smartcard, up to and including the despatch of the card to the specified address), and despatch of any items relating to the nature of the service which a customer is contacting the Authority about.

The scope of each Call-Off Contract may encompass:-

- the provision and management of the entire end to end solution of an element of the contact centre services provided by or on behalf of a member of the Authority Group (including any services provided at the relevant time by any contractor or agent of a member of the Authority Group) or part thereof; and
- services similar to those described in the paragraph above which may be required by the Authority or a member of the Authority Group from time to time.

The specific requirement of the services of each Call-Off Contract will be detailed in the associated Contract. The requirements are subject to change. The need for a change may include but is not limited to those arising from changes in:

1. Customer Contact handling demand;
2. Card Fulfilment demand;
3. Reporting requirements; and
4. Systems that the Authority provide.

TfL will package work into small “batches” and allocate (by direct award or mini-competition) the batches across a number of framework suppliers, where a portion of the service may be retained by internal TfL contact centre. Details of the first two batches are included below.

Batch 1 Call-Off Contract



Batch 1 will include the requirements for handling of contacts (calls and correspondence) relating to ticketing solutions (Oyster and Contactless Payment Cards) and card fulfilment services. Whilst the Contract offers no volume guarantee, it will service a minimum of 20% of the call handling demand and 100% of the Lost & Stolen correspondence, Advance Search and Card Fulfilment demand (all as defined in Schedule 4 (Service Scope Specification) of Volume 4). Details of demand analysis are included in Appendix 4 of Schedule 4 (Service Scope Specification) of Volume 4 (Batch 1 Call-Off Contract).

A detailed service description for Batch 1 is included in Schedule 4 (Service Scope Specification) of Volume 4 (Batch 1 Call-Off Contract) as provided as part of this tender pack.

Batch 2 Call-Off Contract

Batch 2 will include the requirements for handling of contacts (calls only) relating to ticketing solutions (Oyster and Contactless Payment Cards). Whilst the Contract offers no volume guarantee, it will service a minimum of 20% of the customer call handling demand. Details of demand analysis are included in Appendix 4 of Schedule 4 (Service Scope Specification) of Volume 5 (Batch 2 Call-Off Contract).

A detailed service description for Batch 2 is included in Schedule 4 (Service Scope Specification) of Volume 5 (Batch 2 Call-Off Contract) as provided as part of this BAFO pack.

2.4 TUPE

TfL is informed by the incumbent supplier that there are circa 80 personnel who might be assigned to the undertaking and therefore potentially subject to TUPE for Batch 1 Call-Off Contract and Batch 2 Call-Off Contract in total between the two. TfL is informed that these personnel are currently based in Arbroath, Scotland. However, no warranty is given to the accuracy of this information and bidders are expected to perform their own due diligence.

Any bidder wishing to make enquires regarding the incumbent supplier's staff subject to TUPE should direct their enquiry to:

Kerri Price
HR Supervisor
kerri.price@journeycall.com
Tel: 01241 730 300



Bidders are to price the maximum TUPE cost in accordance with Appendix 5 (ITB Commercial (pricing) template) to this document together with an explanation as to how the costs have been calculated. This pricing should be separate to the costings for provision of the service.

TfL will exceptionally consider providing an indemnity for statutory redundancy and statutory notice costs reasonably incurred by bidders that might arise if TUPE does apply. Any indemnity provided will be subject to strict conditions including that the bidders would make reasonable endeavours to redeploy the Transferring Staff before redundancy was considered and that any redundancy would only follow after a full and fair consultation process.

2.5 Basis of award

A Framework Agreement will be awarded to up to four (4) bidders.

The first two (2) Call-Off Contracts will be awarded as part of this tender.

It is TfL's intention that any sequential Call-Off Contract shall be awarded based on a mini-competition (see Schedule 5B of the Framework Agreement) where all service providers will have the opportunity to compete.

TfL is entitled to make a direct award to the top ranking service provider of the framework procurement tender in any situation where there is no need to amend the clauses of the Call-Off Contract.

TfL may choose to direct award to a service provider other than the top ranking service provider, where the top ranking service provider is unable to provide the service within TfL's desired timescales, acting reasonably, which shall be indicated in the Request Form (as defined in the Framework Agreement). In that case the next highest ranked service provider that can provide the service within TfL's desired timescales may be selected.

2.6 Summary of changes made in the BAFO documents

The following provides a brief summary of the changes made to various documents forming part of the BAFO.

Amendments to terms and conditions

- Following review of the bidders comments on the terms and conditions of the Volumes 2 to 5 of the ITT, TFL have made changes to these documents to provide clarity and reduce ambiguity. For ease of identification, all changes are identified as tracked changes.



- Amendments to TUPE terms & conditions have been made to Batch 1 & Batch 2 Call-Off Contract but not the Call-Off Contract template (Volume 3 of this invitation to BAFO).

Scope changes

- Batch 2 call-Off Contract shall not include any L&S correspondence or Advance Search requirements. L&S correspondence and Advance Search shall only be in scope of Batch 1 Call-Off Contract.

Appendix 5 ITB Commercial (pricing) template

- Amendments have been made to the pricing template to reflect the changes in service type scope.
- Further details (cost breakdown) are required for justification of Transition Milestones Charges.
- Further clarity has been provided on TUPE provisions and bidders are required to revisit their TUPE risk Charges.
- Bidders are asked to revisit their pricing proposal to reflect the changes to the terms and conditions.



3 THE PROCUREMENT PROCESS

3.1 Introduction

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

3.2 The Procurement Process

TfL is conducting this procurement through the Negotiated procedure to identify service providers for the TfL 91640 TfL Contact Centre Services Framework requirements.

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 TfL 91640 TfL Contact Centre Services Framework requirement. TfL reserves the right without notice to change the procurement process detailed in this ITB 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 ITB. 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 ITB entirely at your own risk.

3.3 Format of Tenders

The format for your tender can be found in [Section 4](#).

3.4 Not applicable

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
Negotiations meetings	14 Dec 2015 – 18 Dec 2015
BAFO issued (ITT phase 2)	18 Dec 2015
ITB clarification deadline	08 Jan 2016 at 17:00
BAFO due	15 Jan 2016 at 17:00
Final evaluation	18 Jan 2016 – 22 Jan 2016
Notify bidders	05 Feb 2016
Standstill period	08 Feb 2016 – 17 Feb 2016
Preferred bidder confirmation of commitments, Contract signing	18 Feb 2016 – 16 Mar 2016
Contract commencement and mobilisation	17 Mar 2016



3.6 Clarifications required by bidder

PLEASE NOTE: You must submit any questions relating to this ITB via the clarifications facility on TfL's e-Tendering portal (found at: <https://eprocurement.tfl.gov.uk>) no later than the ITB clarification deadline set out in Table 1 (Procurement Timetable) of paragraph 3.5.

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 ITB clarification deadline set out in Table 1 (Procurement Timetable) of paragraph 3.5.

You should be aware that:

- Bidder may only request clarifications on points of the ITB documents where TFL have made a change, (these will be identifiable as tracked changes);
- 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 ITB clarification questions, which it receives after the ITB clarification deadline, set out in Table 1 (Procurement Timetable) of paragraph 3.5.

3.7 Not applicable

3.8 Compliant Tenders

A compliant tender must:

- comply with the submission arrangements and conditions set out in [Section 3.9](#) (Submission Arrangements and Administrative Instructions) below; and
- address all category modules as further 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 BAFO to TfL's online e-Tendering portal at <https://eprocurement.tfl.gov.uk/epps/home.do>

Please read the document "Guidance on how to upload your tender" on the FAQ section of the e-Tendering portal, when responding to the ITB. Further support and



help can be found within the 'FAQ' and 'interactive walkthrough' links found on the menu (below the log in desk) of the e-tendering site.

If you encounter any problems please, first refer to the above referenced FAQ's and interactive walkthroughs. If the problem persists please contact the TfL eprocurement website help desk in good time to find a solution, you are strongly recommended not to leave uploading of all data to the last day. Neither TfL nor its eprocurement 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 TfL eprocurement system website that will prevent you from completing the ITB before the closing date and time you must:

Log the problem with the TfL's eprocurement website helpdesk taking note of the time and contact details at the helpdesk.

All documents, which comprise your tender, must be received by TfL no later than **17:00 on 15th January 2016**. You are advised to upload your BAFO 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 BAFO, 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 BAFOs

A BAFOs 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 instruction on how to structure and present your tender to enable TfL to carry out its evaluation of your tender.

All BAFOs become the property of TfL upon submission and will be subject to the Freedom of Information Act 2000 (see [Paragraph 6.2](#) for further details).

Your BAFO must comprise of the elements listed under 4.3 of this document.

4.2 Terms and Conditions

It is TfL's ambition to have all contracting service providers to be bound by the same Terms and Conditions in the Framework Agreement and the Call-Off Contract.

Enclosed in this ITB, TfL have made available the final version of the Framework Agreements, Call-Off Contract template (Schedule 6 of the Framework Agreement), Batch 1 Call-Off Contract and Batch 2 Call-Off Contract for ITT phase 2 (BAFO) for the bidders final review and acceptance by a date stipulated by the TfL.

Bidders who wish to confirm their acceptance of the Terms and Conditions of all the Contract documents enclosed as part of ITB in their entirety shall provide a statement confirming the following:

'In relation to its Tender [name of bidder] accepts the Terms and Conditions of the Framework Agreement, Call-Off Contract template (Schedule 6 of the Framework Agreement), Batch 1 Call-Off Contract and Batch 2 Call-Off Contract in their entirety.'

Bidders who DO NOT agree to accept the Terms and Conditions of all the Contract documents enclosed as part of ITT phase 2 BAFO in their entirety shall provide a statement confirming the following:

'In relation to its Tender [name of bidder] DOES NOT accept the Terms and Conditions of the Framework Agreement, Call-Off Contract template (Schedule 6 of the Framework Agreement), Batch 1 Call-Off Contract and Batch 2 Call-Off Contract in their entirety.'

Failure to accept the final proposed Framework Agreement or any Call-Off Contract will result in a failed submission.

4.3 BAFO submission list

As part of BAFO submission bidders will need to include the following:

- Ø Form of Tender (section 7)
- Ø Non- Collusion Declaration (section 9)



- ∅ Populated Appendix 3 - Reserved Information (if applicable)
- ∅ Populated Appendix 5 - ITB Commercial (pricing) template, where all Tabs (2-8) have been populated.

Any comments, assumptions, caveats, or additional information, provided by a bidder that have not been requested by TfL as part of this ITB, shall not be considered in the evaluation of their submission.

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 bidders 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 & ITB and for no other purpose.

TfL reserves the right to revisit the responses to any questions asked in the PQQ 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, where changes impact on your response to the PQQ, your selection or your suitability to tender. Tenders will be rejected from the evaluation process, where a bidder subsequently fails a PQQ 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 prior to submission of your completed tender. This will be done via the tendering portal.

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

- each question will be scored as indicated;
- 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;
- award rules will be applied (e.g. to restrict the number of suppliers awarded onto the framework);
- selection criteria (PQQ) will be revisited and any changes verified for continuing eligibility to tender

5.2 Abnormally Low Tender

Your price proposal will be reviewed to consider if it appears to be abnormally low.

Where it is considered 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.

5.3 Basis of evaluation

The BAFO shall be evaluated based on the following:

Ø For the Framework Agreement

- Acceptance of the following ITB documentation in their entirety:



- Volume 2 - Framework Agreement;
- Volume 3 - Call-Off Contact template;
- Volume 4 - Batch 1 Call-Off Contract; and
- Volume 5 - Batch 2 Call-Off Contract.

Technical submission score of the ITT submission

- Commercial submission score of ITB Doc Vol 1 Appendix 5 Commercial (pricing) template Tab 1.

∅ For Batch 1 Call-Off Contract:

- Successful entry to be awarded a Framework Agreement
- Technical submission score of the ITT submission
- Commercial submission score of ITB Doc Vol 1 Appendix 5 Commercial (pricing) template Tabs 2, 3 & 4 which address both CAPEX and OPEX costs of Batch 1 Call-Off Contract.

∅ For Batch 2 Call-Off Contract:

- Successful entry to be awarded a Framework Agreement
- Technical submission score of the ITT submission
- Commercial submission score of ITB Doc Vol 1 Appendix 5 Commercial (pricing) template Tabs 5 & 6 which address both CAPEX and OPEX costs of Batch 2 Call-Off Contract.

The evaluation criteria for the Framework Agreement covers services which may be required under the Framework Agreement. The evaluation criteria for Batch 1 and Batch 2 Call-Off Contracts are related to the framework evaluation criteria, although refined to relate to the specific Call-Off Contract service.

Where there are discrepancies between evaluators scoring of the same response of the same bidder TFL will use a consensus score. The TFL evaluators, together with a TFL procurement representative, will review the question and bidder's response and agree on the final score.

Scoring will be to two (2) decimal places.

5.4 Weightings Guidance

Table 3 – Framework Evaluation Weightings

Question	Weighting
Strategic Labour Needs and Training *	Discretionary Pass/Fail
Equality & Diversity*	Discretionary Pass/Fail



Technical (contact centre capability)	60%
Ø Section 1 - Technical (Operational Management)	90% (Portion of the 60%)
Ø Section 2 - Technical (Privacy)	10% (Portion of the 60%)
Commercial Pricing	40%
Ø Call handling (per min)	85% (Portion of the 40%)
Ø Service Provider Personnel	10% (Portion of the 40%)
Ø Strategic Labour Needs & Training requirement	5% (Portion of the 40%)
Acceptance of Terms and Conditions (at BAFO stage)	Pass / fail
TOTAL	100%

*the evaluation criteria are detailed as follows:

Discretionary Pass Policy (where required) and Training Plan provided.

Discretionary Fail Policy (where required) and/or Training Plan not provided OR does not address the requirements stated in the applicable clause/schedule.

Table 4 – Batch 1 Call-Off Contract Evaluation Weightings



Question	Weighting
Technical	60%
Section 1 - Operational Management (questions 1 to 21)	
Commercial	40%
Total cost of CAPEX and OPEX costs based on 33% of call handling demand, 100% demand of L&S correspondence and 100% of Card Fulfilment demand* for 20 Periods succeeding the Final Service Transition Milestone date** and including all Transition Milestone costs.	
TOTAL	100%

* Details of historic demand are included in Appendix 11 to this document.

** 20 Periods (typically of twenty eight (28) days within TfL's financial calendar) is counted from the Final Service Transition Milestone date of the bidder's Transition Plan submitted as part of the ITT, please refer to Diagram 1 below for visual clarification of the duration of time used to calculate CAPEX and OPEX for the evaluation of Batch 1 Call-Off Contract.

Table 5 – Batch 2 Call-Off Contract Evaluation Weightings

Question	Weighting
Technical	60%
Section 1 - Operational Management (questions 1 to 15)	
Commercial	40%
Total cost of CAPEX and OPEX costs based on 33% of call handling demand * for 20 Periods succeeding the Final Service Transition Milestone date** and including all Transition Milestone costs.	
TOTAL	100%

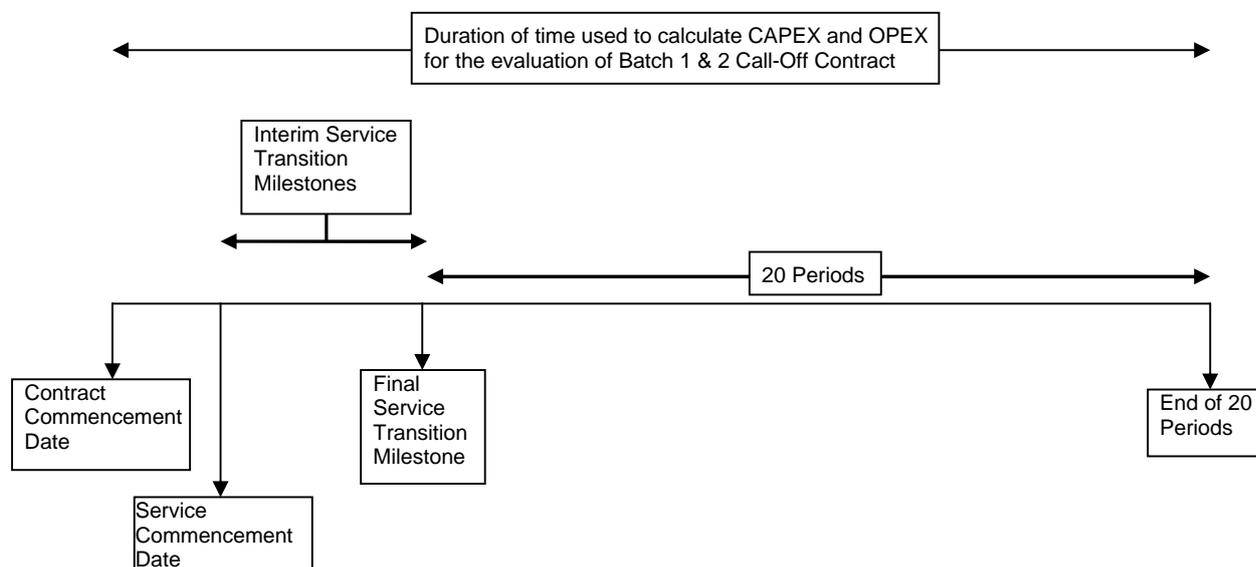
* Details of historic demand are included in Appendix 11 to this document.

** 20 Periods (typically of twenty eight (28) days within TfL's financial calendar) is counted from the Final Service Transition Milestone date of the bidder's Transition Plan submitted as part of the ITT, please refer to Diagram 1 below for visual clarification of the duration of time used to calculate CAPEX and OPEX for the evaluation of Batch 2 Call-Off Contract.



Fewer than four bidders may be awarded a Framework Agreement depending upon failure to accept Terms and Conditions and results of the scoring evaluation.

Diagram 1 – Duration of time applied to calculate commercial evaluation cost



The terms used in Diagram 1 shall have the meaning expressed below relating to the bidders response to ITT Technical question 1 & 16 (transition):

- “Contract Commencement Date” the date for commencement of the Contract;
- “Service Commencement Date” the date for commencement of the first phase of the Services based on the Transition Plan;
- “Interim Service Transition Milestones” if applicable, the Interim Service Transition Milestones when subsequent sets of Services shall transfer to the Service Provider;
- “Final Service Transition Milestone” the Final Service Transition Milestone at which point the Service Provider shall deliver all of the Services.



6 NOTICE TO BIDDERS

6.1 Confidentiality

The contents of this ITB 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 ITB and any response to this ITB 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 ITB 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 ITB once published by TfL may be made available to the public on request and:

- you must, in your response to this ITB 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 3: 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 3: Reserved Information to this Volume 1.

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 Lord Chancellor's Code of Practice issued under section 45 of the FOIA (see www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice).

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.

TfL expects that the Service Provider(s) for the Agreement will have in place and will implement policies to promote these principles as outlined in Schedule 16 of ITB Doc Vol 3 (Schedule 6 – Call-Off Contract template).

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, expressed 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 ITB or on which the ITB is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITB 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 ITB 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 ITB. 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 2015/S 114-206931.

6.6 Good Faith

In submitting a response to this ITB, 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 ITB 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.

6.7 Accuracy of Information

In submitting a response to this ITB 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.

6.8 Intellectual Property Rights

All intellectual property rights in this ITB 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) are 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 (PQQ). 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 PQQ, which may be expected to influence TfL's decision on your suitability for qualification for receipt of this ITB 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 ITB). 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 ITB 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 ITB. 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 PQQ (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 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.

6.11 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 ITB.

6.12 Selection of Suppliers



This applies to the Framework Agreement and any subsequent Call-Off Contracts. 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.

The bidders will be ranked based on their evaluation score of the Framework Agreement evaluation criteria as detailed in Table 3 of this invitation. TfL may choose to award a Framework Agreement to less than four (4) suppliers if it is satisfied with fewer suppliers and there is a clear distinction (more than 5%) between the evaluation score of the bidders Framework Agreement ranking where such stoppage of awarded suppliers will be set.

The bidders will be ranked and any future direct award (Schedule 5A of the Framework Agreement) shall be based on this ranking in accordance with paragraph 2.5 of this document.

Of the complaint bids, a separate evaluation of their submission will be carried out for award of a Call-Off Contract as detailed in Table 4 and Table 5 of this document.

Batch 1 Call-Off Contract shall be awarded first, and the awarded bidder shall be excluded from being awarded Batch 2 Call-Off Contract.

In the event there is an even score between two bidders the following rules shall apply:

For Batch 1 Call-Off Contract:

- a further BAFO will run for the Charges element of the service, to which the more economical advantageous submission will be awarded the Call-Off Contract.

For Batch 2 Call-Off Contract:

- Where one of the two tie-breaker bidder is being awarded Batch 1 Call-Off Contract, then they will automatically be excluded as this effect their transition time/plan and therefore the outcome of their tender submission.
- a further BAFO will run for the Charges element of the services, to which the more economical advantaged submission will be awarded the Call-Off Contract



6.13 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.



7 FORM OF TENDER

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITB) document TfL 91640 – TfL Contact Centre Services Framework 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 BAFO 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 provision of 6.1 of the ‘Notice to Bidders’ section of Volume 1 of the ITB has been and will continue to be complied with.
3. Nothing in the ITB 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 6 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 ITB documents we hereby offer to provide the Services (as defined in both the framework agreement and Call-Off Contract) to TfL (or any member of the TfL group) in accordance with the terms and conditions stated therein:

Please note: In the event TfL offer a Contract in the belief that a bid has accepted the Terms and Conditions and the bidder then attempt to negotiate alternative conditions TfL have the right to withdraw the offer.

[I agree to accept the Terms and Conditions of Volume 2, 3, 4 and 5 attached to this ITB]. OR (bidder to delete whichever is not relevant) [I DO NOT agree to accept the Terms and Conditions of Volume 2, 3, 4 and 5 to this ITB]	
For and on behalf of (bidder to insert company name): Name: Position: Email:	Signature: <u>Date:</u>
TfL Reference No TfL 91640	



8 NOT APPLICABLE



9 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: TfL 91640 – TfL Contact Centre Services Framework

I / We declare that:

We have submitted a bona fide response to TfL’s ITB 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 TfL 91640 – TfL Contact Centre Services Framework.
- 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:			