



Transport for London



Volume 1

The Invitation to Tender

Signalling Labour Resources Framework

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Transport for London

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1 INTRODUCTION

Overview

This Invitation to Tender (ITT) is being issued to those bidders who have qualified for this procurement advertised in the Official Journal of the European Union (OJEU) Reference No. 2016/S 173-311571.

Transport for London's contact details can be found in paragraph 3.6 of this document.

This ITT forms part of a competitive procurement for the award of a contract for "Signalling Labour Framework" and is to be conducted in accordance with the Competitive Procedure with Negotiation (CPN) 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 may choose to award Framework Agreement. Any Framework 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 ITT.



1.1 Document Structure

This ITT contains four (4) volumes. These are:

1. The Invitation
2. Specification
3. Pricing Schedule
4. Terms and Conditions

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

Volume 2 (The Specification) sets out TfL's requirements for the Services to be provided.

Volume 3 is the Pricing Schedule.

Volume 4 (The Draft Contract) will form the basis for the contract between Transport for London and the successful bidder and contains the following:

- Terms and Conditions
- Schedule 1 Key Contract Information
- Schedule 2 Special Conditions of Contract
- Schedule 3 Specification
- Schedule 4 Charges
- Schedule 5 Project Plan
- Schedule 6 Form for Variation
- Schedule 7 Contract Quality, Environmental & Safety Considerations

You should note that Volume 2 of this ITT will ultimately form Schedule 3 of the contract and the successful bidder(s) will be required to carry out the Services in accordance with the terms of the contract.



2 BACKGROUND

2.1 Introduction

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

TfL is conducting a competitive tender for this contract for a duration of five (5) years with an option to extend for up to 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 Competitive Procedure with Negotiation (CPN) procedure to identify a service provider(s) for the Signalling Labour Resources 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 Signalling Labour Resources 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 Framework after the first phase of the process, without negotiation.



3.3 Format of Tenders

The format for your tender can be found 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	21 February 2017
ITT clarification deadline	28 February 2017 at 14:00
Tenders due	10 March 2017 at 17:00
Evaluation of tenders	13 March – 14 April 2017
Negotiation Period	17 th April – 2 nd May 2017
Notify bidders	26 May 2017
Standstill Period	10 day mandatory period w/c 26 May 2017
Preferred bidder confirmation of commitments, contract signing	June 2017
Contract start and mobilisation	June 2017



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://eprocurement.tfl.gov.uk>) 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 Negotiation Period

As detailed in Table 1 (Procurement Timetable) of paragraph 3.5 above, as part of the tender process, at the end of ITT Stage, TfL will enter into the Negotiation stage of the tender process with the shortlisted tenderers. This will be up to a maximum of 8, TfL reserve the right to amend this.

The purpose of this stage is to discuss price element of the financial submissions to fit in with TfL's requirements. All suppliers will be treated equally during this process. This stage will allow suppliers to ask any clarification questions they may have on the financial submissions. At the end of this stage, TfL reserve the right to re-issue the tender documentation (price submission). The shortlisted suppliers will then be required to re-submit their final tender response.

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 tender 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](#)", when responding to the ITT. 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 ITT 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, and contact the below named point of contact.

The point of contact for this procurement process is:

Shaheen Lodhi – Commercial Manager
Transport for London
Shaheenlodhi@tfl.gov.uk
Telephone: +44(0)20 30547379

All documents, which comprise your tender, must be received by TfL no later than **17:00 on 10 March 2017**. 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 to carry out its evaluation of your tender.

Whilst TfL is not restricting the length of your tender, you should place emphasis upon brevity and clarity in all aspects of your tender. Tenders should also be concise, contain only relevant information and be structured to reflect the category and modular structure of this ITT. You should note that:

- all documents and materials, which comprise the tender, must be written in English;
- the tender must contain table of contents, which includes all appendices that detail each part of your tender;
- the response to each module of the ITT must begin on a new page and must be in the sequence set out in this Volume 1;
- the name and number of the relevant module of the ITT must appear at the top of each page of the part of the your tender, which relates to that module;
- all additional information, which is outside the scope of the information specifically requested in the modules, must be in clearly referenced annexes. However, TfL reserves the right not to take the additional information into account, when it evaluates the tender; and
- all tenders 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 tender must comprise three (3) elements:

- The Technical Submission
- The Financial (price) Submission
- The Commercial Submission.

The Technical Submission must cover all the Services and should be structured into categories that are specified in [Paragraph 5.3](#) of this Volume 1.

The Financial Submission will consist of your response to the Pricing Template set out in Volume 3.



The Commercial Submission will consist of your response to the draft contract acceptance of Terms & Conditions, completed Reserved Information schedule and completed Form of Tender.

Your tender should demonstrate your ability to meet the requirements listed in Volume 2 (The Specification) and your proposals for doing so.



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 and for no other purpose.

TfL reserves the right to revisit the responses to any questions asked in the SQ 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 SQ, your selection or your suitability to tender. Tenders will be rejected from the evaluation process, where a bidder subsequently fails a SQ 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 3.6](#) prior to submission of your completed tender.

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 a contract):

We anticipate to take up to eight (8) highest scoring suppliers through to negotiation stage.

After negotiation we anticipate to award to the top (6) highest scoring suppliers.

However, we reserve the right to amend this number at both stages of negotiation and award.

NOTE: as per section 3.2 when undertaking Competitive Procedure with Negotiation TfL reserves the right to award the contract after the first phase of the process, without negotiation. This will be up to the top six (6) highest scoring suppliers.

- selection criteria (SQ) 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. 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 Weightings Guidance

Table 2 – Evaluation Weightings

Submission	Category weighting	Module name	Overall ITT Weighting
Eligibility & Selection (SQ) criteria revisited	Pass/Fail	Selection (SQ) criteria	Pass/Fail
Supplier assurance	Pass/Fail	Supplier assurance	Pass/Fail
Equality & Diversity	Pass/Fail	Equality & Diversity	Pass/Fail
Technical	50%	<p>CVs & Competency Matrix</p> <p>Technical Officer Technical Officer (with specialist systems experience) Signalling Project Engineer Maintenance Tester Fault Finding Tester Installer Works Controller Support Technician Point Fitter Verification Tester Assistant Tester Tester in-charge Functional Tester Principle Tester Wireman</p> <p>Scenarios</p> <p>Health and Safety</p>	<p>20%</p> <p>(1.33% per grade)</p> <p>20%</p> <p>10%</p>

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Technical Evaluation Methodology

The Technical Methodology is based on a five (5) point scale which is defined in Volume 2 – Specification (Technical Pack).

Commercial Evaluation Methodology

Multiplier/Total Model cost will be scored on a Lowest Cost = Highest score basis:

The maximum number of points will be given to the Total Cost of Tables 1-7 within the Evaluation Model as proposed. In the case of the Operative schedule of rates the maximum number of points will be given to the lowest day rate for each Grade. All other offers receive points in inverse proportion, e.g. according to the following formula:

- $p = y * t/z$
- where:
- p = points for the offer being evaluated
- y = maximum number of points for the offer
- t = price of the lowest priced rate/total cost
- z = price of the rate being evaluated

Participating Bidders will be notified via TfL's e-tendering portal of the evaluation outcome and if successful to the Negotiation Stage.

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

During the course of our evaluation of tenders, you may be asked to answer questions about your submissions and other matters related to your bid. You must respond to such questions as quickly as possible but, in any event, within 2 working days or, if a deadline is specified, responses must be submitted by that deadline. Failure to respond may result in us rejecting the tender. Any amendments to the tender proposal arising from these discussions with you will be taken into account in the final evaluation.



6 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. 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 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.

TfL expects that the Service Provider(s) for the Agreement will have in place and will implement policies to promote these principles as outlined in Appendix 1.

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 2016/S 173-311571.

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, 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 ITT you undertake that:

- all information contained in any response at any time provided to TfL in relation to the Agreement is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions;
- any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of TfL immediately.



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 Standard Selection-Qualification Questionnaire (SQ). 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 SQ, 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 SQ (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 ITT.

6.12 Selection of Suppliers

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

- your financial standing (including each member of any consortium and of any key sub contractor); and/or
- your qualifications and resources, including verifying all or part of your tender, each in the context of any changes that may have occurred since pre-qualification.

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 (ITT) document Signalling Labour Resources 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 provision 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 3 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 Services to TfL (or any member of the TfL group) in accordance with the terms and conditions stated therein for either:

At the rates detailed in the schedule of Charges.



Note, by completing box 1 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 based on the revisions noted in Appendix 5: The Contract Response Template. 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:	E.Mail	
TfL Reference No			





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?	
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 Signalling Labour Resources?	

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

Expression of interest for: Signalling Labour Resources Framework

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 Signalling Labour Resources 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:			