# Transport for London



## Invitation to Tender

TfL Transformation

**Delivery Partner** 

Reference Number: TfL93715

Part 1

<u>This is an Invitation to Tender competed under the CCS ConsultancyONE Lot 1</u>
- <u>Multi Specialism Programme Delivery – RM1502/L1</u>

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#### 1 INTRODUCTION

#### 1.1 Overview

This Invitation to Tender (ITT) is a competitive procurement for the award of a Contract for the services detailed in the specification. Contract(s) awarded will be between TfL and the bidders(s) who submit the most economically advantageous response(s) and represent best value to TfL as further described in this document.

Bidders are required to respond to all sections of the Invitation to Tender.

#### 1.2 Document Structure

This ITT contains 2 parts. These are:

**Part 1**, The Invitation/Instructions/Specification (Sections 1 to 7). This part has all the information you need to formulate your submission and is not to be returned.

**Part 2**, The Appendix, (Sections A1 to A5). This part will contain your method statement responding to the requirements in our Specification, your proposed charges, Diversity Monitoring Form, Form of Tender and Conflict of Interest Declaration. All sections are to be completed and returned.

#### 2 BACKGROUND

#### 2.1 Introduction

This section provides background information for bidders on this tender.

TfL requires a contract to be put in place prior to the commencement of work. A competitive tender is being conducted by TfL for this contract, the requirements of which are set forth within this document.

#### 2.2 Transport for London – Overview

TfL is an executive body of the Greater London Authority, created in 2000 as the integrated body responsible for the Capital's transport system. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services across the Capital. TfL is made up of many predecessor organisations covering almost all transport modes in London, and therefore has the ingredients and accumulated experience to provide one of the largest integrated transport systems in the world. TfL comprises of different modes. The modes are Surface Transport, Corporate, London Underground and Rail. TfL is a partner in Crossrail.

TfL manages London's transport network and is responsible for London's buses, the Underground, the Docklands Light Railway (DLR), London Overground, London River Services, Barclays Cycle Hire, electronic vehicles and policing. TfL also runs Victoria Coach Station and the London Transport Museum. TfL is responsible for 360 miles (580km) of main roads, and all of London's 4,600 traffic lights. In addition, it manages the London Congestion Charging scheme and regulates the city's taxi and private hire trade. TfL also promotes a range of walking and cycling initiatives across the Capital.

#### 2.3 Further Information

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

<a href="http://www.tfl.gov.uk/corporate/default.aspx">http://www.tfl.gov.uk/corporate/default.aspx</a>

#### 3 THE PROCUREMENT PROCESS

#### 3.1 Introduction

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

**3.2** Any contract awarded as a result of this procurement exercise will be under the Crown Commercial, Consultancy One terms and conditions.

#### 3.3 The Procurement Process

No information in this document is, or should be relied upon as, an undertaking or representation as to TfL's ultimate decision.

TfL reserves the right without prior notice to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement. This will be subject to the normal rules of public law, EU principles and procurement rules. In particular, TfL reserves the right to provide further information or supplement and / or amend the procurement process for this ITT. In no circumstances shall TfL incur any liability in respect of any changes.

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. In such cases, TfL will not reimburse any expenses incurred by any person in the consideration and / or response to this document. All responses, proposals and submissions relating to the ITT are made entirely at the risk of the bidder.

TfL also reserves the right not to award any Contract at all as a result of the tendering competition.

#### 3.4 Format of Responses

The format for bidders' responses can be found in Section 4.

#### 3.5 Bidders' Costs

Bidders are reminded that they are solely responsible for the costs that they incur as a result of their participation in this procurement.

#### 3.6 Procurement Timeline Table 1: Procurement Timetable

Procurement Activity	Timeframe Guide
ITT Issued	30 June 2017
ITT Responses due	14 July 2017 (Noon)
Evaluation of tenders	w/c 17 July 2017
Bid clarifications / presentations (if required)	19-20 July 2017
Notify bidders	21 July 17
Contract start and mobilisation	31 July 2017

These dates are provided for bidders' guidance only, and are subject to change.

#### 3.7 Contact with TfL

The point of contact for this procurement process is:

Yahya Hafesji – Assistant Commercial Manager Transport for London

Telephone:

PLEASE NOTE: Bidders must submit any questions relating to this ITT via the clarifications facility on TfL's e-Tendering portal <a href="https://procontract.due-north.com">https://procontract.due-north.com</a>

Subject to the provisions in this section below, TfL will endeavour to respond within one (1) working day to questions that the bidders provide via the TfL E-Tendering portal during the procurement process. Bidders 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:** Clarification questions regarding the ITT received after **the time and date stated in Table 1** will not be answered. The clarification deadline stated on the portal relates to the submission process only, not the specification.

## 3.8 Compliant Responses

A compliant response must:

- meet the submission arrangements and conditions set out in the Submission Arrangements and Administrative Instructions below and
- address all category modules as further described in Section 4 (Bidders Responses) of this ITT.

## 3.9 Submission Arrangements and Administrative Instructions

This section describes submission arrangements for bidders' responses.

Bidders should upload their responses to TfL's online e-Tendering portal at <a href="https://procontract.due-north.com">https://procontract.due-north.com</a>

It is advisable to upload responses in good time before the deadline as responses cannot be made via the portal if the submission deadline has passed. It is your responsibility to ensure you have enough time to upload your submission.

Submissions must only be made via this eTendering portal.

#### 3.10 Rejection of Responses

Responses may be rejected if:

- they are not submitted by the submission date and time as stated on the portal; or
- the complete information called for is not given at the time of responding;
- if they are in any other way deemed non-compliant by TfL (See 3.8 above).
- Submissions made by any means, other than the portal, or to additional recipients, without the prior agreement of the TfL Commercial Services department will be rejected.

## 4 BIDDERS RESPONSES

#### 4.1 Introduction

The purpose of this section is to provide instructions to bidders on how to structure and present their response to enable TfL to carry out its evaluation of the bidders' responses.

Bidders should place emphasis upon brevity and clarity in all aspects of their response. Responses should be concise, contain only relevant information and be structured to reflect the category and module structure of this Volume 1. Bidders should note that:

- all documents and materials which comprise the response should be written in English;
- all responses will become the property of TfL and will be subject to the Freedom of Information Act 2000 (see Section 5.2 for further details).

Bidders' responses are to comprise 3 elements:

•	The Technical Submission	Appendix A1
•	The Financial (price) Submission	Appendix A2
•	The Commercial Submission	Appendix A3/A4/A5

#### These must be submitted as three separate files zipped together.

The Technical Submission must cover all the Services required as detailed in the Specification detailed in Section 6. Bidders' responses should demonstrate their technical ability to meet the requirements and also the resource model they would propose to deliver the outcomes outlined as effectively and efficiently as possible.

The Financial Submission will consist of the bidder's response in the completed Appendix A2 Financial Submission.

#### **5 NOTICE TO BIDDERS**

### 5.1 Confidentiality

The contents of this Invitation to Tender are strictly confidential and shall not be disclosed to any third party other than for the purpose of developing the bidders' proposals, after having obtained a similar obligation from that third party to treat any such information disclosed as strictly confidential. Furthermore, the bidder shall not disclose any details of its proposals to any other person.

Bidders should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 (FOIA).

#### 5.2 Freedom of Information Act

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 and all related or subordinate legislation.

TfL and its subsidiaries are obliged by law under the FOIA 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 FOI Legislation and for determining what information will be disclosed in accordance with the FOI 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, bidders 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.

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

- they must, in their response to this ITT and in any subsequent discussions, notify TfL of any information which they consider to be eligible for exemption from disclosure under the FOIA. Such information must be referred to as "Reserved Information" and identified in the bidders' responses 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 bidders' 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 bidders in relation to requests for information made under FOIA, TfL will endeavour to inform bidders of requests wherever it is reasonably practicable to do so;
- any Agreement with TfL will require bidders to supply additional information, and/or provide other assistance, pursuant to any FOIA request received by TfL;
- TfL's decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

## Additional information and guidance:

- the exemption that applies to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA. 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 bidder as Reserved Information:
- for further information and guidance, the attention of the bidders is drawn to the Lord Chancellor's Code of Practice issued under section 45 of the FOIA (see <a href="www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice">www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice</a>).

#### 5.3 Equality and Diversity

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

#### **5.4** Responsible Procurement

TfL will proactively conduct its procurement process in line with the TfL Group 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#on-this-page-1

TfL expects the Service Provider to have in place and implement policies to promote these principles

#### 5.5 Disclaimer

Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by TfL or any of its advisers to any 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 Services. 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 EC procurement rules and EC Treaty 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.

#### 5.6 Good Faith

In submitting a response to this ITT, each bidder undertakes to provide its submission in good faith and that it 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 its response or of any arrangements or agreements to be entered into in relation to its response.

In submitting a response to this ITT each bidder undertakes 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 their response.

#### 5.7 Accuracy of Information

In submitting a response to this ITT each bidder undertakes that:

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

### 5.8 Intellectual Property Rights

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

## 5.9 Changes in Circumstances

Each bidder is required to inform TfL promptly and in any case no later than fourteen (14) days, after the occurrence of:

- any changes to any information provided to TfL as part of the ITT process; or
- any other change to its circumstances, which may be expected to influence TfL's decision on its suitability for qualification for receipt of this ITT or to be selected as a Service Provider.

TfL reserves the right to approve (subject to conditions) or reject the changes referred to above (including any changes to the basis on which the bidder pre-qualified to receive this ITT). A rejection of the changes may result in the bidder being excluded from further participation in the procurement process.

#### 5.10 Conflict of Interest

If any conflict of interest or potential conflict of interest between a bidder, its advisers, TfL's advisers or any combination thereof becomes apparent to that bidder, it 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 the bidder has not declared to TfL, the bidder may be disqualified from the procurement process.

#### 5.11 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.

#### 5.12 Selection of Service Providers

Before selecting any bidder as a Service Provider, TfL reserves the right to check and confirm:

- the financial standing of that bidder (including each member of any consortium and of any key sub contractor); and/or
- the qualification and resources of that bidder, including verifying all or part of its tender.

## 5.13 Data Transparency

The UK government has announced its commitment to greater data transparency. Accordingly TfL reserves the right to publishing its tender documents, contracts and data from invoices received. In so doing TfL may at its absolute discretion take account of the exemptions that would be available under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

#### 6. EVALUATION

#### 6.1 Introduction

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

The award criteria have been developed to assist us in deciding which tenderer(s) to award a contract to on the basis of Most Economically Advantageous Tender. They are for use by tenderers who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the Invitation to Tender and for no other purpose.

Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. You must provide all information requested and not assume that we have prior knowledge of any of your information.

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 Section 3.6 prior to submission of your completed tender.

Complete tenders will be evaluated by TfL Commercial staff, supported by the internal project team.

- each question will be scored as indicated;
- indicated weightings will be applied to scored responses;

Following the initial evaluation, it may be necessary to seek clarifications. Marks will be given in the range of 0 to 4 and will be awarded according to the tenderer's response, in accordance with the following scoring matrix:

#### 6.2 Evaluation Criteria

TfL will evaluate the Tenderers' submissions against the following criteria:

**Table 1: Evaluation Criteria (Technical)** 

Technical / People Pass / Fail:	Method statement outlining how project deliverables will be effectively managed	10%
Tenders that score less than 50% (out of a possible 70%) on the Technical criteria will be rejected.	Experience of Programme and Benefits Management in a Transformation environment involving Operating Model implementation	30%
	Sample CVs' to illustrate breath of experience in relation to the scope including mobilisation arrangements to meet agreed timescales	30%
Commercial	Fee proposal	30%

Tenderers should note that Tenders that do not pass a minimum technical criteria threshold of 50% (out of a possible 70%) on the Technical scoring will be rejected (and not be included in the evaluation of the Commercial element).

## **Table 2: Scoring Matrix (Technical)**

0 - Unacceptable	The response does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies/services, with little or no evidence to support the response.
1 - Poor	Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, resource & quality measures required to provide the services, with little or no evidence to support the response.
2 – Meets Requirements	Demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services, evidence to support the response.
3 - Good	Above average demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.
4 - Outstanding	Exceptional demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value and continuous improvement with evidence to support the response.

## **Table 3: Evaluation (Financial)**

The method of evaluating the financial aspect is:
Inverse proportion of lowest cost:

Weighted Score = (Lowest cost) X Price Weighting

**Tender Cost** 

#### 7. SPECIFICATION

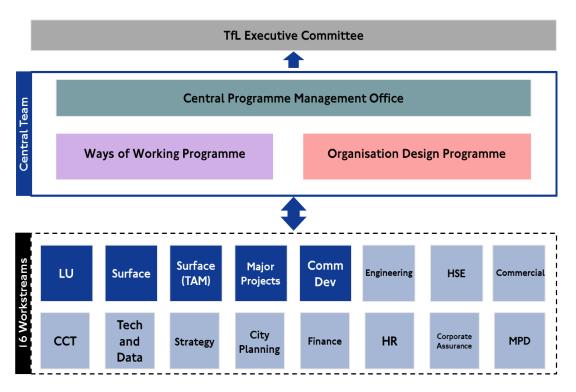
#### TfL Transformation Programme - Central Team Delivery Partner Specification

#### 1. Background

The TfL Transformation Programme has been established to:

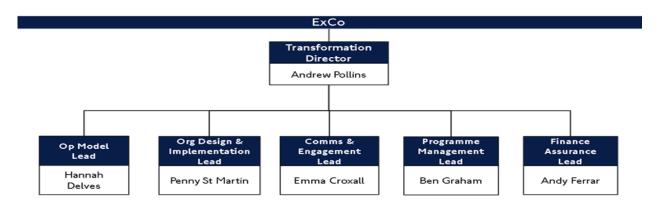
- Enable a significant reduction of TfL costs (this includes mitigating the removal of TfL Operating Grant of £700m pa)
- Support the new TfL Executive Committee to create a more effective and efficient organisation by transforming the TfL operating model and implementing four focused delivery businesses with centralised professional service
- Ensure that the transformation is sustained by introducing a commercial mind-set so that TfL continually operates to cover its costs while maintaining delivery of Mayoral commitments and operational performance and reliability
- Introduce new 'One TfL' ways of working to support the operating model and embed effective ongoing leadership and support
- Ensure that the people and stakeholder impact of change is considered throughout

To deliver these strategic objectives the programme has been structured into 16 workstreams that broadly align to the TfL Business Units. Workstreams are supported by a Central Team that coordinates the TfL Transformation Programme and provides both assurance to the ExCo that the Programme will deliver against its objectives and supports the workstreams through provision of tools, processes and support and enabling Ways of Working and Organisation Design programmes. See diagram below:



#### 2. Central Team and Delivery Partner Overview

The central team is structured as follows:



The Central Team was established in late summer 2016 and in November 2016 an External Delivery Partner was selected to work alongside the TfL team and support mobilisation and delivery of the initial priorities across the Programme Management and Benefits Management teams.

The Central Team has made significant progress in progressing delivery of TfL's Transformation objectives however there still remain some significant priorities to deliver across the Programme Management, Operating Model and Finance Assurance teams which this engagement is focussed on. These are set out below.

#### **Programme Management**

#### Delivery Co-ordination

- Maintain a coordinated view of Transformation consultation and delivery and drive resolution of key issues
- Develop integrated transition plan for standing up the new TfL structure

#### ii. Transformation Programme Controls

- Manage programme governance ensuring this best enables delivery at each stage
- Design and communicate controls to manage finance and people baselines through Consultation and delivery
- Develop strategic analysis and risk management processes to ensure ExCo focuses on critical strategic issues

#### Programme Assurance

Assurance of Workstreams as they progress through the delivery cycle

## iii. Plan and deliver a Central Ways of Working programme

- Agree objective and scope of Ways of Working programme
- Develop proposals for centrally delivered People, Process and Technology scope that will meet agreed objectives
- Establish Programme Management structure to support delivery of Ways of Working scope

## **Operating Model**

#### iv. Benefit development and Realisation

- Ensure clear benefits exist to track Workstream delivery against
- Agree metrics and measures for benefits tracking and realisation

## v. Scope and deliver key Operating Model enablers

- BAU Governance structure for TfL
- Other enablers to support move to Matrix Working model
- Integrate Op Model design across TfL ensuring services and interfaces understood
- · Handover Operating Model design to BAU

#### **Financial Analysis & Reporting**

#### vi. Financial Assurance of full Transformation Targets

- Assurance and baselining of key saving initiatives
- Establish ongoing reporting and tracking process to support delivery

#### vii. Financial Analysis

- Deep dive analysis of cost reduction targets across TfL Business Plan
- Analysis and assessment of risks to achieving targets
- Risk adjusting forecast against targets

## 3. Delivery Partner Requirement

To support the ongoing delivery of the priorities set out in section 2 a Delivery Partner is sought for a period of 12 months to provide the following key services.

1. A permanent presence within the Central team to support the Programme Management, Operating Model and Financial Analysis & Reporting functions providing resource to support the ongoing delivery of the priorities set out in section 2. The resource requirement and areas of focus include:

Resource	Team	Areas of Focus
Requirement		
1 x Principal	Programme	Delivery Coordination
1 x Senior	Management	Programme Controls
		Programme Assurance
1 x Principal	Programme	Ways of Working Programme
	Management	
1 x Managing	Operating	Benefit Development and Realisation
	Model	Scope key Operating Model enablers
1 x Principal	Financial	Financial Assurance and Reporting of wider
1 x Senior	Assurance &	Business Unit Transformation Targets
	Reporting	
1 x Senior	Financial	Financial Analysis
	Assurance &	-
	Reporting	

2. A quick response call-off arrangement to support with the delivery of any emerging priorities

Grade	Call Off Provision
Managing Consultant	60 days
Principle	120 days
Consultant	0.40
Senior Consultant	240 days

#### 3. Skills and Experience

As the Delivery Partner will be principally supporting the Programme Management, Operating Model and Financial Assurance & Reporting areas of the Central Transformation Programme Team, the Delivery Partner will be expected to demonstrate extensive experience in these areas and evidence of high calibre resources with appropriate technical and industry skills and experience.

## 4. Ways of Working

The Delivery Partner will be expected to work in partnership with the Central Team fully embedding themselves as part of the Central team and supporting the development of TfL resource and capabilities.

#### Part 2

## **Appendix A1, Technical Submission**

The following pages should be returned with your comprehensive method statement detailing your response to the specification in Section 7

Your attention is drawn to Section 3.10 above:

Submissions must only be made via this eTendering portal. Submissions made by any other means, or to additional recipients, without the prior agreement of the TfL Commercial Services department will be rejected.

If you experience problems uploading your documents you must contact the Helpdesk in the first instance. Details are below:-

Email: <u>ProContractSuppliers@ProActis.com</u>

If the Helpdesk are unable to assist you then contact the Commercial Agent named in Section 3.7 to make alternative arrangements for the receipt of your submission.

## Appendix – A2, Financial Submission PRICING SCHEDULE.

#### NOT TO BE INCLUDED IN APPENDIX A1

Contract reference number:	11L93715	
Name of Contractor:		
Item Description / Deliverable	Cost of that Item / Deliverable £	Estimate of time taken to complete that Item / Deliverable
Total		

## Breakdown of the total cost

Perso	nnel	*Day Rate £	Estimated no. days	Total Cost £
	Total			

# Appendix A3, Commercial Submission - Supplier Diversity Monitoring Form

TfL encourages tender applications from all sections of the community. We endeavour to appoint contractors who are committed to promoting equality of opportunity in their own employment and service delivery, and who can demonstrate an ability to assist TfL achieve its statutory responsibilities in this important area.

TfL is also committed to maximising the diversity of our supplier base. In order to help us monitor whether we are successful in this aim we ask all applicants to complete this form.

The information provided below will NOT be scored and is kept confidentially, therefore this information will not affect your application in any way.

Serial	Question	Answer
1	Contract number/reference (to be completed by Authority)	TfL93715
2	Contract start date (to be completed by Authority)	
3	Contract finish date (to be completed by Authority)	
4	Number of employees in your Company	
5	Your enterprise turnover p/a in thousands	
6	Is your enterprise majority BAME <sub>1</sub> owned/led <sub>2</sub> ?	
7	Is your enterprise majority owned/led by women?	
8	Is your enterprise majority owned/led by disabled people?	
9	Is your enterprise majority LGBT owned/led?	
10	What is the % of BAME staff in your enterprise workforce?	
11	What is the % of women staff in your enterprise workforce?	
12	What is the % of disabled staff in your enterprise workforce?	
13	What is the % of LGBT staff in your enterprise workforce?	
14	What % of your workforce resides in London?	

<sup>&</sup>lt;sup>1</sup> **BAME**: Black, Asian, Minority Ethnic, know until recently as BME. Black is an inclusive term for all ethnic groups who have a common experience of discrimination on the basis of their skin colour. An ethnic minority community is an ethnic group that is numerically smaller than the predominant white group in Britain. A BAME Company is one which is majority BAME owned or led.

LGBT: Lesbian, Gay, Bisexual and Transgender.

<sup>&</sup>lt;sup>1</sup> Ownership of Third Sector organisations relates to how they are governed. Third Sector organisations are governed through a management committee made up (volunteer) trustees. In this case 51% or more trustees should be from BAME, women, disabled, LGBT groups in order for these organisations to be deemed as being minority owned/led.<sup>1</sup>

## **Appendix A4, Commercial Submission - Form of Tender (Part 1)**

#### I confirm and accept that:

- 1. The information provided in the Invitation to Tender (ITT) document was prepared by Transport for London ("TfL") in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any member of the TfL group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
- 2. The provisions within section 8, 'Notice to Bidders', 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.

Name

#### 'Protect-Commercial'

## Appendix A4, Commercial Submission – Form of Tender (Part 2)

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 the rates detailed in Appendix 1 – Financial Submission.

Note: by completing box 1 you agree to the terms and conditions of contract in full with no amendments.

I agree to accept the Conditions of Contract attached to this ITT.

Date

		_ 5.1.5
Signe	ed	
2. I <b>DO NOT</b> agree to accept the Conditions of Contract attached to this ITT. I have proposed alternatives as detailed in an appendix to this Form of Tender. I/We understand that any quote that is qualified in this way may not be considered.		
Name	9	Date
Signe	ed	

## APPENDIX A5, 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 this tender?	

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 of becoming aware of such information and undertake to take such action as TfL may reasonably direct.

Signature:	
Name:	
Designation:	
Company:	
Date:	