



# Crossrail

**Programme Partner**  
**OJEU Notice 2008/S 65-088136 Lot 1**  
**Invitation to Tender**  
**Part 1 - Instructions for Tendering**



# CROSS LONDON RAIL LINKS

## PROGRAMME PARTNER OJEU Notice 2008/S 65-088136 Lot 1 (Contract No. 2072 – Lot 1)

### Invitation to Tender

### Part 1 - Instructions for Tendering

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## **1. General**

### **1.1. Introduction**

- 1.1.1 These Instructions for Tendering (IFT) are issued by Cross London Rail Links Limited (CLRL).
- 1.1.2 Tenders are being invited from contracting entities who were selected by CLRL following the evaluation of Expressions of Interest submitted in response to Contract Notice (2008/S 65-088136 Lot 1) published in the Official Journal of the European Union.
- 1.1.3 The procurement process for this Contract will be in accordance with EU Utilities Directive 2004/17/EC and the Utilities Contracts Regulations 2006 using the Negotiated Procedure.
- 1.1.4 Defined terms used in this IFT are as defined in Appendix A.

### **1.2 Document Structure**

- 1.2.1 The Invitation to Tender (ITT) documents are structured in two parts:

Part 1 - The Instructions for Tendering (IFT) provides details of the competition being conducted by CLRL to select a Programme Partner to enter into the Contract.

Part 2 - The Contract sets out the terms and conditions for the appointment of the Programme Partner and defines the scope of the services that the Programme Partner is required to provide.

- 1.2.2 In addition to the ITT a briefing material document has been provided to Tenderers. This provides background information on the Programme, Project and the delivery organisation. This briefing material must be read in conjunction with the ITT and all of the information provided in the data room.

### **1.3 Disclaimer**

- 1.3.1 Any disclaimers or limitations in this ITT (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of CLRL, its advisers and/or representatives acting on behalf of CLRL and shall continue to apply to and be enforceable by CLRL.
- 1.3.2 This ITT and all other information, statements, opinions, conclusions, data and communications, whether written or oral and however transmitted or otherwise made available to Tenderers, which is made available to Tenderers during the procurement process (together, the 'Information') is being provided to Tenderers for information only and for the sole purpose of assisting them to submit Tenders relating to the Crossrail Programme Partner.
- 1.3.3 The Information does not purport to be comprehensive or to contain all of the information that a Tenderer may require to submit a Tender. Any Tenderer considering submitting a Tender in response to this ITT shall conduct its own due diligence and seek its own professional, financial, legal and other advice as appropriate.

- 1.3.4 The Information made available by CLRL does not include any Legislation which is applicable in relation to this ITT and/or the Contract. In producing their Tenders, Tenderers shall satisfy themselves as to the requirements of Legislation.
- 1.3.5 Words such as “anticipates”, “expects”, “projects”, “intends”, “plans”, “believes”, “will” and terms with similar meaning indicate the present expectation held by CLRL of future events, which are subject to a number of factors and uncertainties that could cause CLRL’s requirements to differ from those described in this ITT. If CLRL’s requirements change at any time during this procurement process, Tenderers will be notified as soon as is reasonably practicable.
- 1.3.6 Neither CLRL nor any of its advisers, representatives or agents acting on CLRL’s behalf:
- i) accept any liability arising out of or in connection with the Information including without limitation for any error or misstatement in, or omission from, the Information and, so far as permitted by law, in respect of any negligence or misrepresentation; and/or
  - ii) give any representation, warranty or undertaking, express or implied, with respect to the Information, including, without limitation, with respect to the fairness, accuracy, adequacy or completeness of any of the Information; and/or
  - iii) shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising out of or in connection with any reliance on the Information.
- 1.3.7 None of the Information shall constitute a contract or part of a contract in any way, and none of the Information is or should be relied on as a promise or representation as to CLRL’s ultimate decisions in relation to the Crossrail Programme or that CLRL will enter into a contract with any Tenderer.
- 1.3.8 CLRL does not bind itself to enter into any contract or contracts arising out of the procedures envisaged by this ITT and no contractual rights, express or implied, arise out of this ITT or the procedures set out in it.
- 1.3.9 A response to this ITT does not guarantee that a Tenderer will be awarded a contract.
- 1.3.10 CLRL reserves the right, at any time and without cost to CLRL, to the extent permitted by law:
- i) to terminate or suspend any part of or the whole of this procurement process and/or to withdraw this ITT at any time or to re-invite responses on the same or any alternative basis; and/or
  - ii) to waive any requirements of this procurement process; and/or
  - iii) to vary any requirements and/or procedures relating to the procurement process; and/or

- iv) not to award the whole or part of the Contract as a result of this procurement process.

1.3.11 CLRL reserves the right to reject or disqualify any Tenderer who:

- i) provides information or confirmations which later prove to be untrue or incorrect; and/or
- ii) does not submit a Tender in accordance with the requirements of this ITT or as directed by CLRL during the procurement process; and/or
- iii) fulfils any one or more of the criteria detailed in Regulation 26 of the Utilities Contracts Regulations 2006; and/or
- iv) undergoes a change in identity, control, financial standing or other materially adverse change affecting the Tenderer which in the reasonable opinion of CLRL would have an adverse impact on the procurement process or the ability of the Tenderer to perform the Contract; and/or
- v) fails to put forward proposals to manage any actual or potential conflict of interest arising, including any conflict between the interests of CLRL and the Tenderer, any subcontractor of the Tenderer or any of their respective professional advisers; and/or
- vi) Fails to put forward proposals to manage any actual or potential conflict of interest arising as a result of being appointed to both the Programme Partner and Project Delivery Partner roles.

1.3.12 CLRL reserves the right to require the submission by a Tenderer of any additional or supplemental information or clarification as it may, in its absolute discretion, consider appropriate.

1.3.13 All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will CLRL be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with this procurement process.

1.3.14 CLRL will be subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. CLRL may at its sole discretion be required to disclose any information submitted by Tenderers as part of their response to this ITT.

1.3.15 The submission of a Tender in response to this ITT shall be deemed to imply the Tenderer's acceptance of terms and conditions in this ITT without qualification.

## **1.4 Confidentiality Agreement**

1.4.1 This ITT has been issued to Tenderers who have entered into or agreed to enter into a confidentiality agreement with CLRL (the "Confidentiality Agreement"). All Information contained within this ITT constitutes "Information" pursuant to the terms of the Confidentiality Agreement and shall, as such, be treated by Tenderers in accordance with the terms of the

Confidentiality Agreement. Any Tenderer who has not yet entered into a Confidentiality Agreement acknowledges and agrees that this ITT has been issued to it on the basis that it will enter into a Confidentiality Agreement and agrees to comply with the terms set out therein as from the date of issue of this ITT.

- 1.4.2 All Tenderers must have signed a Confidentiality Agreement before they can gain access to the Data Room. Only individuals whose names have been provided by the Tenderer to CLRL in advance will be allowed access to the Data Room.

## **1.5 Change in Circumstances**

- 1.5.1 Tenderers must notify CLRL immediately if there is a change in circumstances from the Tenderer's Expression of Interest, including any change to the identity, control, financial standing or composition of the contracting entity comprising the Tenderer. Details of any changes must also be set out in the Tender.

## **1.6 Publicity and Marketing**

- 1.6.1 Tenderers are not permitted to:

- i) Make a public statement or communicate in any form with the media in connection with this procurement process without first obtaining the prior written consent of CLRL; and/or
- ii) Use any trade marks, logos or any other intellectual property rights associated with CLRL or the Crossrail Programme; and/or
- iii) Represent that the Tenderer is directly or indirectly associated in any way with CLRL or the Crossrail Programme; and/or
- iv) Engage in any form of ambush marketing or marketing which creates, implies or refers to an association between the Tenderer and CLRL and/or the Crossrail Programme; and/or
- v) Do anything or refrain from doing anything which would have an adverse effect on or embarrass CLRL or the Crossrail Programme.

- 1.6.2 Tenderers should direct the media to the CLRL Helpdesk on 0845 602 3813 or [helpdesk@crossrail.co.uk](mailto:helpdesk@crossrail.co.uk). If required, Tenderers should seek further guidance from CLRL through the Crossrail eSourcing Portal.



## **2. The Tendering Process**

### **2.1. General**

- 2.1.1 The tendering process seeks to determine the most economically advantageous offer from the point of view of CLRL. CLRL will evaluate the Tenders using the criteria and weightings listed in Appendix F.
- 2.1.2 Tenders must be submitted in accordance with the instructions in this IFT. Tenders not complying with these instructions may be rejected by CLRL whose decision on the matter will be final.
- 2.1.3 CLRL is conducting this tendering process via the Crossrail eSourcing Portal ([www.crossrail.bravosolution.com](http://www.crossrail.bravosolution.com)). Further guidance on the use of this portal can be found in Appendix C.
- 2.1.4 Should the Tenderer find discrepancies in, or omissions from, the ITT documents, should the intent or meaning appear unclear, or should any question arise relating to the documents or the tender process, the Tenderer should request clarification from CLRL.
- 2.1.5 All communications with regard to this tendering process must be via the Crossrail eSourcing Portal only. Except where otherwise directed in this IFT, Tenderers must not contact any person within CLRL, or connected with Crossrail.
- 2.1.6 Any information issued to Tenderers in connection with this ITT remains the property of CLRL. All such information may only be used for the purpose of tendering and must be returned to CLRL on completion of the tendering process.

### **2.2 Tendering Process**

- 2.2.1 The tendering process is divided into four broad stages:

- i) Stage 1 Tender period
- ii) Stage 1 evaluation and short-listing
- iii) Stage 2 Tender period and negotiation
- iv) Stage 2 evaluation and Contract award

The activities that will take place within these broad stages are outlined below.

- 2.2.2 During the Stage 1 Tender period, all Tenderers will jointly receive a briefing from the CLRL Executive Team on the role of the Programme Partner and the tendering process. Tenderers will have an opportunity to ask questions at this briefing. Any questions raised will be treated as tender queries.
- 2.2.3 During Stage 1 tendering, all Tenderers must prepare a Stage 1 Tender in accordance with this IFT.

- 2.2.4 During Stage 1 evaluation and short-listing, CLRL will evaluate the Stage 1 Tenders against the award criteria shown in Appendix F.
- 2.2.5 As part of the evaluation of the Stage 1 Tenders, Tenderers will be required to provide a presentation of no more than 1 hour duration.
- 2.2.6 Following the Stage 1 evaluation, CLRL will shortlist one or more Tenderers. The short-listed Tenderer(s) will enter a period of negotiations with CLRL and develop their Stage 1 Tender into a Stage 2 Tender.
- 2.2.7 CLRL will arrange meetings with each short-listed Tenderer during Stage 2 of the Tender period. Short-listed Tenderers will be invited to discuss their proposals, but nothing said or intimated by CLRL at these meetings will be deemed to constitute an approval of any proposal or an acceptance of its adequacy in meeting CLRL's requirements.
- 2.2.8 During Stage 2, Tenderers may request meetings with CLRL in addition to those initiated by CLRL. If a Tenderer wishes to request such a meeting, they should use the Crossrail eSourcing Portal messaging service to request a meeting. When requesting a meeting, Tenderers should provide an agenda and supporting information indicating the subject matter to be discussed so that CLRL can arrange for the appropriate people to attend. CLRL will not be obliged to agree to such requests.
- 2.2.9 During Stage 2, CLRL will issue guidance to all short-listed Tenderers on proposals made or issues raised in meetings with a Tenderer where it believes that is required by the duties of transparency and of equal and non-discriminatory treatment.
- 2.2.10 CLRL will evaluate Stage 2 Tenders against the criteria listed in Appendix F to establish the most economically advantageous offer from the point of view of CLRL.
- 2.2.11 CLRL will notify all Tenderers of its intended Contract award decision following the Stage 2 Tender evaluation.
- 2.2.12 Following a 10 day standstill period the Contract will be awarded.

## **2.3 Data Room**

- 2.3.1 Information relevant to this Tender will be made available to Tenderers within a data room. The data room is both electronic and hard copy within the CLRL offices. Further information on the data room is included in Appendix D.

## **2.4 Tender Programme**

- 2.4.1 The Tender programme is given in Table 1 below. If these dates change then new dates will be confirmed via the Crossrail eSourcing Portal messaging service.

Table 1 – Tender Programme			
Key Stage	Event	Week	Date/Time
Stage 1 Tendering	Issue ITT	0	25/09/08
	Stage 1 Tenders returned	5	31/10/08 12 noon
Stage 1 Evaluation and Short-listing	Stage 1 presentations	6	12/11/08 13/11/08 Time t.b.c
	Stage 1 evaluation and short-listing completed	9	21/11/08
Stage 2 Tendering	Stage 2 Tenders returned	12	12/12/08 12 noon
Stage 2 Evaluation and Contract Award	Stage 2 Presentations	13	18/12/08 Time t.b.c
	Stage 2 Evaluation completed and Notify Tenderers	17	30/01/09
	Award Contract	19	16/02/09

## 2.5 Tender Communications

- 2.5.1 All communications between Tenderers and CLRL must be in English.
- 2.5.2 All written submissions, questions, queries, communications and the like from Tenderers and CLRL, at all stages of the Tender and negotiation process, shall be undertaken via the Crossrail eSourcing Portal messaging service.
- 2.5.3 Tenderers will be expected to make their own record of meetings. CLRL does not intend to issue or agree minutes or other records of meetings. Tenderers will not be allowed to use voice or other recording equipment to record the meetings.

## 2.6 Tender Queries and Tender Amendments

- 2.6.1 CLRL intends to circulate the answers to all Tender queries to all Tenderers for information. Tenderers should clearly identify any queries they wish to have treated as confidential. It shall be at the discretion of CLRL, acting in accordance with the requirements of the Regulations, whether any such query can be responded to on a confidential basis.

- 2.6.2 All Tender queries will be responded to via the Crossrail eSourcing Portal messaging service.
- 2.6.3 CLRL will answer Tenderers' queries provided they are received at least seven days prior to the relevant stage Tender return date. Queries raised in the seven day period prior to the Tender return date may not be answered.
- 2.6.4 If any query results in a change to the ITT documents then a tender amendment will be issued. Tender amendments will be communicated via the Crossrail eSourcing Portal messaging service.
- 2.6.5 If a statement is made at any meeting by any CLRL representative that the Tenderer considers is not in accordance with the ITT documents then the Tenderer must raise a query via the Crossrail eSourcing Portal messaging service.

### **3 Tender Returns**

#### **3.1 General Requirements**

- 3.1.1 Tenders must be submitted in accordance with this IFT including any tender amendments. Please refer to Appendix M – ITT Compliance Checklist.
- 3.1.2 CLRL's decision as to whether or not a Tender complies with this IFT will be final.
- 3.1.3 Tenders not received by CLRL by the relevant Tender return date and time will be excluded from further consideration. Stage 2 Tenders must remain open for acceptance for 120 calendar days from the Stage 2 Tender return date as notified by CLRL.
- 3.1.4 If a Tenderer is successful in being awarded the Contract, proposals for undertaking the requirements of the Contract contained within its Tender shall carry forward into the operation and delivery of the Contract. Tenderers must therefore ensure that their commercial submissions within their Tenders reflect the commitments given in the remainder of their submission.
- 3.1.5 All Tender prices, rates and the like must be completed in pounds sterling (£). Only the Commercial Submission is to contain pricing information. No reference should be made within any other sections of the Tender to prices, lump sums, costs, unit rates, hourly rates, or other information of a commercial nature unless specifically requested by CLRL.
- 3.1.6 Tenders shall be self contained documents and should not rely on cross references to documents which are not required to be submitted as part of the Tender.
- 3.1.7 Tenders must include the question (See Appendix F) followed by its response. When stating the question it is essential that it is preceded by the relevant reference number including the square brackets e.g. [B3]. Supporting information must be referenced to the relevant question otherwise CLRL may not be able to evaluate information.
- 3.1.8 When producing the Commercial Submission assume the following dates:
  - Contract Start Date 16 February 2009
  - Contract Completion Date 31 December 2017

#### **3.2 Tender Qualifications**

- 3.2.1 Tender qualifications are strongly discouraged and should only be made in relation to Contract terms and conditions that the Tenderer cannot comply with under any circumstances, or at any price. If the Tenderer wishes to make any qualifications then this must be done with the Stage 1 Tender and they must be contained within, and in accordance with, Part 4 of the Form of Tender in Appendix B. Qualifications are not permitted with Stage 2 Tenders.
- 3.2.2 CLRL reserves the right to disregard a Tender which contains Tender qualifications.

### 3.3 Pricing Errors

- 3.3.1 Should a genuine error be discovered in the Tenderer's pricing during the evaluation period the Tenderer will be given an opportunity of confirming the Tender or of amending it to correct the error.

### 3.4 Submission Structure

- 3.4.1 The Tender submission must have the file structure and file name convention as detailed within Table 2. Sections 1–7 (Technical Submission) should be submitted as a single file. Sections 8–11 (Commercial Submission) should be submitted as a single file. Sections 12–16 should be submitted as individual files.
- 3.4.2 Documents must be submitted in both a Microsoft Word format and a text readable pdf file format. The commercial file must be submitted in an Excel format.
- 3.4.3 Tenders must only attach documents that have been requested.

Note: The columns entitled Stage 1 and Stage 2 indicate what is required to be submitted at each stage.

Table 2			
Submission Structure	Stage 1	Stage 2	File No. / Name
Section			
1. General Approach to delivering an effective and efficient service	*	*	01_Technical Submission. – General Approach_[Tenderers Name]
2. Delivering the Programme to Budget	*	*	01_Technical Submission. – Programme Budget_[Tenderers Name]
3. Delivering the Programme on Time	*	*	01_Technical Submission. – Programme Time_[Tenderers Name]
4. Safe Delivery of the Programme	*	*	01_Technical Submission. – Safe Delivery of the Programme_[Tenderers Name]
5. Sustainable and Responsible Delivery of the Programme	*	*	01_Technical Submission – Sustainable & Responsible Delivery of the Programme_[Tenderers Name]
6. Delivering a World Class Railway	*	*	01_Technical Submission – Delivering a World Class Railway_[Tenderers Name]

7. Previous Projects Schedule	*	*	01_Technical Submission – Previous Projects Schedule_[Tenderers Name]
8. Staff Rates Schedule – (Appendix G)	*	*	02 Commercial Submission –Staff Rates Schedule_[Tenderers Name]
9. Contract Duration Resource Estimate – (Appendix H)	*	NA	02 Commercial Submission –Resource Estimate Appendix H_[Tenderers Name]
10. Resource Schedule (Appendix N)	NA	*	02 Commercial Submission – Resource Schedule_[Tenderers Name]
11. Resource Estimate (Appendix O)	NA	*	02 Commercial Submission – Resource Estimate Appendix O_[Tenderers Name]
12. Interim Incentive Schedule (Appendix I)	*	*	03 Commercial Submission –IIS_[Tenderers Name]
13. Final Incentive Schedule (Appendix J)	*	NA	04 Commercial Submission –FIS_[Tenderers Name]
14. First Service Delivery Plan (Appendix L)	*	*	05 Commercial Submission –FSDP_[Tenderers Name]
15. Change in Circumstances	*	*	06_CIS_[Tenderers Name]
16. Form of Tender (Appendix B)	*	*	07_FOT_[Tenderers Name]

### 3.5 Alternative Tenders

- 3.5.1 Tenderers may provide alternative Tenders, but these will only be considered if the Tenderer has also submitted a compliant Tender. If providing an alternative Tender this should be within an entirely self-contained and separate document clearly indicating that it is an alternative Tender submission.



## **4. Submission of Stage 1 Tenders**

### **4.1 Submission Requirements**

#### **4.1.1 The following must be submitted with the Stage 1 Tender:**

Signed Confidentiality Agreement (if not already provided).

The following information contained within the electronic and hard copy documents:

- i) Technical Submission as explained below;
- ii) Commercial Submission as explained below;
- iii) Change in circumstances; and
- iv) Form of Tender in the form contained in Appendix B.

#### **4.1.1 Tenderers must publish their Stage 1 Tender in the Crossrail e-Sourcing Portal in accordance with the Tender programme in Table 1.**

#### **4.1.2 Within 1 working day of publishing their Stage 1 Tender, Tenderers must also submit one bound hard copy of the proposal to the following address.**



#### **4.1.3 The hard copy should be submitted in a sealed unmarked package with the Commercial Submission contained within a separate envelope within that package and marked 'Commercial Submission'. The hard copy and the electronic copy of the Stage 1 Tender must have identical content.**

### **4.2 Technical Submission**

#### **4.2.1 The Technical Submission must clearly articulate the Tenderer's proposed approach to delivery of the Contract.**

#### **4.2.2 The award criteria, sub-criteria and questions are linked to the subject matter of the Programme Partner Contract. The Technical Submission must be structured to answer the questions as detailed within Appendix F.**

#### **4.2.3 The Technical Submission must include, as requested, evidence from previous projects undertaken by the Tenderer to demonstrate that the proposed approach is likely to be successfully delivered.**

#### **4.2.4 The Technical Submission should explain how, if awarded the Contract, the Tenderer will deliver the services, manage or help to mitigate the key risks,**



and help to deliver a successful Programme outcome. In particular, the questions require Tenderers to consider:

- i) Delivering the Programme to budget
- ii) Delivering the Programme to time
- iii) Safe delivery of the Programme
- iv) Sustainable and responsible delivery of the Programme
- v) Delivering a world-class railway

CLRL's obligations and aspirations in these areas are contained in the ITT, briefing material issued with the ITT, and the data room.

4.2.5 Tenderers should note that the briefing material issued with the ITT represents the position in July 2008 and the scope sets out the current position. It is possible that there are discrepancies between these documents and, if this occurs, Tenderers must base their proposals on the ITT.

4.2.6 In total, the Technical Submission must not exceed the page limit, which is 50 sheets of A4 paper (100 sides). Text must be presented in the Tenderer's 'house style' with a font no smaller than Arial 11 point, single-spaced with the margins set at 2.5cm. A minimum of Arial 8 point font can be used for diagrams, drawings and flow charts.

4.2.7 The hard copy of the Technical Submission should be printed on both sides of each sheet. The contents page and covers of the hard copy are not included in the page limit. Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. The pages of the hard copy of the Technical Submission must be numbered. Page numbers and other header or footer information may be included in the margin space.

4.2.8 The Technical Submission must include a 'previous projects' schedule listing all of the previous projects referred to in your Tender. The schedule must contain the following information:

- i) Client, contact name and contact details
- ii) Overall value of the project
- iii) The value of your services
- iv) The dates between which your services were provided

The previous projects schedule does not form part of the page limit.

4.2.9 The Technical Submission must include a proposed Interim Incentive Schedule for the first Contract Year using the pro forma given in Appendix I. The proposed Interim Incentive Schedule must not include Interim Actual Amounts (or other commercial information) but must clearly show:

- i) The proposed Interim KPIs, which must be supported by definitions and methods of measurement; and
- ii) Proposed Performance Bands that cover the full range of possible performance levels for each Interim KPI.

The Interim Incentive Schedule submission is to be provided by Tenderers for information purposes only and will not be evaluated. It does not form part of the page limit.

4.2.10 The Technical Submission must include a proposed Final Incentive Schedule using the pro forma given in Appendix J. The proposed Final Incentive Schedule must not include any percentages relating to Programme KPIs and Performance Bands (or other commercial information) but must clearly show:

- i) The proposed Programme KPIs, in line with the aims identified in the pro forma, which must be supported by definitions and methods of measurement; and
- ii) Proposed Performance Bands that cover the full range of possible performance levels Programme KPI.

The Final Incentive Schedule submission is to be provided by Tenderers for information purposes only and will not be evaluated. It does not form part of the page limit.

4.2.11 The Technical Submission must include a proposed First Service Delivery Plan Schedule of Deliverables and Target Dates for the first Contract Year using the table format given in Appendix L. This schedule is to be provided by Tenderers for information purposes only and will not be evaluated. It does not form part of the page limit.

4.2.12 If the Technical Submission exceeds the page limit then the Tender may be rejected.

4.2.13 If a Tenderer considers that the page limit is insufficient to provide the information required by this IFT then a Tender query should be raised. No guarantee can be given that the page limit will be increased.

### **4.3 Commercial Submission**

4.3.1 Background to the Commercial Submission is provided in Appendix E.

4.3.2 Tenderers must:

- i) Provide a completed *staff rates* schedule using the template spreadsheet provided in Appendix G.
- ii) Provide a Programme Partner Contract Duration Resource Estimate for the entire duration of the Contract using the template spreadsheet provided in Appendix H.

### **4.4 Form of Tender**

4.4.1 Tenderers must complete and include the Stage 1 Form of Tender provided in Appendix B.

4.4.2 The Form of Tender must be completed and signed by an officer (or officers) empowered to make such commitments on behalf of the Tenderer.

## **5 Submission of Stage 2 Tenders**

### **5.1 Submission Requirements**

- 5.1.1 Each short-listed Tenderer must submit a compliant Stage 2 Tender. This must adopt and develop the proposals submitted in the Tenderer's Stage 1 Tender.
- 5.1.2 The Tender must be a stand alone document and must not cross-refer to the Stage 1 Tender.
- 5.1.3 The Tender must include the following information contained within the electronic and hard copy documents:
  - i) Expanded Technical Submission as explained below;
  - ii) Updated Commercial Submission as explained below;
  - iii) Change in circumstances; and
  - iv) Form of Tender in the form contained in Appendix B
- 5.1.4 Tenderers must publish their Stage 2 Tender in the Crossrail e-Sourcing Portal in accordance with the Tender programme in Table 1.
- 5.1.5 Within 1 working day of publishing their Stage 2 Tender, Tenderers must also submit one bound hard copy of the proposal to the following address.



- 5.1.6 The hard copy should be submitted in a sealed unmarked package with the Commercial Submission contained within a separate envelope within that package and marked 'Commercial Submission'. The hard copy and the electronic copy of the Stage 2 Tender must have identical content.

### **5.2 Technical Submission**

- 5.2.1 The Technical Submission must clearly articulate the Tenderer's proposed approach to delivery of the Contract.
- 5.2.2 The award criteria, sub-criteria and questions are linked to the subject matter of the Programme Partner Contract. The Technical Submission must be structured to answer the questions as detailed within Appendix F.
- 5.2.3 Tenderers must submit a proposed First Service Delivery Plan. The First Service Delivery Plan must be consistent with the remainder of the Technical Submission. The First Service Delivery Plan is not independently evaluated but parts of it may be taken into account in the evaluation where the

Technical Submission expressly cross-refers to it in responses to the questions contained in Appendix F.

- 5.2.4 The First Service Delivery Plan must include the Schedule of Deliverables and Key Dates as supplied by CLRL following the Stage 1 evaluation.
- 5.2.5 In total, the Technical Submission (excluding the First Service Delivery Plan) must not exceed the page limit, which is 75 sheets of A4 paper (150 sides). Text must be presented in the Tenderer's 'house style' with a font no smaller than Arial 11 point, single-spaced with the margins set at 2.5cm.
- 5.2.6 The hard copies of the Technical Submission should be printed on both sides of each sheet. The contents page and covers of the hard copy are not included in the page limit. Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. The pages of the hard copy of the Technical Submission must be numbered. Page numbers and other header or footer information may be included in the margin space.
- 5.2.7 If the Technical Submission exceeds the page limit then the Tender may be rejected.
- 5.2.8 If a Tenderer considers that the page limit is insufficient to provide the information required by this IFT then a Tender query should be raised. No guarantee can be given that the page limit will be increased.
- 5.2.9 The Technical Submission must include a 'previous projects' schedule listing all of the previous projects referred to in your Tender. The schedule must contain the following information:
  - v) Client, contact name and contact details
  - vi) Overall value of the project
  - vii) The value of your services
  - viii) The dates between which your services were provided

The previous projects schedule does not form part of the page limit.

### **5.3 Commercial Submission**

- 5.3.1 In advance of submission of Stage 2 Tenders, Tenderers will be provided with the completed Final Incentive Schedule, which will be included in Appendix 4 of the Contract.
- 5.3.2 Tenderers must:
  - i) Provide a completed *staff rates* schedule using the template spreadsheet provided in Appendix G. These *staff rates* must not exceed the rates submitted in the Stage 1 Tender.
  - ii) Provide a Resource Schedule for the first Contract Year using the template spreadsheet provided in Appendix N.
  - iii) Provide a Resource Estimate from the end of the first Contract Year to the assumed Contract Completion Date (see 3.1.8) using the template spreadsheet provided in Appendix O.

- iv) Complete the Interim Incentive Schedule containing the Interim KPIs as supplied by CLRL following the Stage 1 evaluation. The completed Interim Incentive Schedule must clearly show:
  - a. The Interim Maximum Amount; and
  - b. The Interim Actual Amounts, in pounds, that would be allocated to the achievement of the particular Performance Bands for the Interim KPIs.

#### **5.4 Form of Tender**

- 5.4.1 Complete and include the attached Stage 2 Form of Tender (see Appendix B).
- 5.4.2 The Form of Tender must be completed and signed by an officer (or officers) empowered to make such commitments on behalf of the Tenderer.

## **6 Tender Evaluation and Contract Award**

### **6.1 Compliance**

- 6.1.1 Each Tender will be checked initially for compliance with this IFT. CLRL may seek clarification from a Tenderer to help determine if a Tender submitted by that Tenderer is compliant.

### **6.2 Assessment Criteria and Evaluation**

- 6.2.1 All Tenders that are compliant will be assessed using the same methodology. CLRL will carry out its evaluation according to the criteria, sub-criteria and weightings given in Appendix F.
- 6.2.2 The Evaluation Panel will evaluate the Tenders based wholly on the contents of the written Tender submissions, which must therefore contain all the information which Tenderers wish to be considered, and the Tender presentations.

### **6.3 Tender Presentations**

- 6.3.1 Presentations must be given by the *key persons* who will be responsible for the day-to-day delivery of the Contract services. The presentations are not an opportunity to add new information and modify the Tender but to explain the Tender. Presentations should be used to explain the proposals and the rationale underpinning their development, including the input of experience gained from the delivery of similar work.
- 6.3.2 Presentations will be assessed in accordance with the criteria in Appendix F.

### **6.4 Stage 1 Evaluation and Short-listing**

- 6.4.1 As part of the evaluation of the Stage 1 Tenders, Tenderers will be required to provide a presentation of no more than 1 hour duration covering the key aspects of their proposal.
- 6.4.2 Up to eight of the Tenderers' *key persons* should attend the presentation. CLRL may ask questions during and/or after the presentation. Overall the presentation and question/answer session will last no more than 2½ hours.
- 6.4.3 Tenderers may be required to answer written queries and provide further information to clarify their Stage 1 Tender.
- 6.4.4 Tenderers may be required to attend further clarification interviews or provide further presentations on specific aspects of their Stage 1 Tender.
- 6.4.5 Following the Stage 1 evaluation CLRL will shortlist one or more Tenderers. The short-listed Tenderer(s) will enter a period of negotiations and develop their Stage 1 Tender into a Stage 2 Tender.

## **6.5 Stage 2 Evaluation**

- 6.5.1 As part of the evaluation of the Stage 2 Tenders, Tenderers will be required to provide a presentation of no more than 2 hours duration covering the key aspects of their proposal.
- 6.5.2 Up to eight of the Tenderers' key management staff (who would comprise the *key persons* under the Contract) should attend the presentation. CLRL may ask questions during and/or after the presentation. Overall the presentation and question/answer session will last no more than 4 hours.
- 6.5.3 Tenderers may be required to answer written queries and provide further information to clarify their Stage 2 Tender.
- 6.5.4 Tenderers may be required to attend further clarification interviews or provide further presentations on specific aspects of their Stage 2 Tender.

## **6.6 Contract Award**

- 6.6.1 Following the Stage 2 Tender evaluation and before Contract award, CLRL will require confirmation that the *key people* are available to commence delivery of the services.
- 6.6.2 CLRL will notify all Tenderers of its Contract award decision.
- 6.6.3 Following the 10 day standstill period the Contract will be awarded.
- 6.6.4 CLRL will award the Contract to the Tenderer submitting the most economically advantageous offer from the point of view of CLRL.

## Appendix A Glossary

In this Part 1, the following defined terms have the following meanings.

CLRL	Cross London Rail Links Limited of Portland House, Bressenden Place, London SW1E 5BH.
Contract	The Programme Partner contract to be entered into between CLRL and the successful Tenderer in the form contained in Part 2 of this ITT.
Contract Year	A twelve month period, commencing 1 April, save that the first Contract Year shall be the period from the Contract Date to and including 31 March 2010.
Design Framework Consultants	The design consultants to be appointed by CLRL under framework agreements relating to the detailed design of the Crossrail Programme pursuant to OJEU Notice 2008/S 65-088136.
DfT	The Department for Transport.
Expression of Interest	An expression of interest submitted in response to a Contract Notice (2008/S 65-088136 Lot 1) published in the Official Journal of the European Union.
Incentive schedule	The “Incentive Schedule” as defined in the Contract.
IFT	The Instructions for Tendering in this Part 1
ITT	This Invitation to Tender (Parts 1 and 2).
key people / persons / staff	“ <i>key persons</i> ” as defined in the Contract in Part 2.
Legislation	As defined in the Contract in Part 2.
PDA	The project development agreement to be entered into between CLRL and the Sponsors appointing CLRL to deliver and implement the Crossrail Project.
Pre-qualification Pack	The pre-qualification pack for the delivery partner(s) contract 2072 pursuant to OJEU Notice 2008/S 65-088136.
Programme or Crossrail Programme	The “Programme” as defined in the Contract in Part 2.
Programme Partner	The partner to be appointed by CLRL pursuant to OJEU Notice 2008/S 65-088136 in relation to the Crossrail Programme.
Regulations	The Utilities Contracts Regulations 2006.



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Resource Schedule	As defined in the Contract in Part 2.
Scope	The Scope at Appendix 1 to the Contract in Part 2.
Service Delivery Plan	As defined in the Contract in Part 2.
services	“ <i>services</i> ” as set out in the Contract in Part 2.
Sponsors	TfL and DfT.
staff rates	“ <i>staff rates</i> ” as defined in the Contract in Part 2.
Subconsultant	As defined in the Contract in Part 2.
Tender	A submission by a Tenderer in response to this ITT.
Tenderer	A party selected by CLRL following the evaluation of Expressions of Interest submitted in response to a Contract Notice (2008/S 65-088136 Lot 1) published in the Official Journal of the European Union.
TfL	Transport for London.
Time Charge	As defined in the Contract in Part 2

## Appendix B Form of Tender

### PART 1 - OFFER

#### INVITATION TO TENDER FOR CONTRACT NO. 2072 – LOT 1

#### [STAGE 1] / [STAGE 2]<sup>1</sup> TENDER

#### Crossrail Programme Partner Contract

Having examined the Invitation to Tender documents (ITT) for the above named contract, we hereby submit our Tender and confirm that:

1. our completed Tender constitutes a bona fide offer, in full conformity with the ITT documents, to carry out the services in accordance with the Contract terms and conditions contained in Part 2 of the ITT for the rates and prices as set forth in the Commercial Submission forming part of our Tender;
2. [we will submit a Stage 2 Tender in accordance with the ITT if invited to do so by CLRL; and]<sup>2</sup>

[this offer shall be valid for one hundred and twenty (120) days from the Tender return date; and]<sup>3</sup>

3. Parts 2 - 4 of this Form of Tender are an integral part of our Tender.

Signed: <sup>4</sup>	
For and on behalf of:	
Name:	
Date:	
Position:	

#### Notes:

1. Delete as appropriate
2. Include in Stage 1 Tender only
3. Include in Stage 2 Tender only
4. This form should be completed and signed by an officer empowered to make such commitments on behalf of the Tenderer.

## **Appendix B (cont.) Form of Tender**

### **PART 2 - CERTIFICATE OF BONA FIDE TENDER**

#### **INVITATION TO TENDER FOR CONTRACT NO. 2072 – LOT 1**

##### **Crossrail Programme Partner Contract**

We, the undersigned, certify that:

1. this is a bona fide Tender intended to be competitive and the amount has not been fixed or adjusted by any agreement or arrangement with any other person or persons;
2. we have not and shall not undertake any of the following acts prior to the award of a formal contract:
  - a. Communicate to a person or persons other than CLRL, the amount or approximate amount of the Tender or any part thereof except where necessary, in confidence, to obtain quotations required for the preparation of this Tender;
  - b. Obtain or attempt to obtain, directly or indirectly, from any person or persons information concerning any other Tenderer or Tender submitted by another Tenderer in relation to this procurement process;
  - c. Enter into any agreement or arrangement with any other person or persons:
    - i. to fix or adjust any Tender price;
    - ii. such that said person or persons shall refrain from submitting a Tender or as to the amount of Tender or any part thereof to be submitted by such person(s);
  - d. Offer, pay, give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person or persons for doing, agreeing to do or having done or causing, agreeing to cause or having caused to be done to any tender for these services any act or thing of the sort described above;
  - e. Commit an offence under the Prevention of Corruption Acts 1889 to 1916 or give any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972.

In this certificate "any person or persons" refers to any body or association, incorporated or unincorporated, and any "agreement or arrangement" including any such transaction, formal or informal and, whether legally binding or not.

Signed:	
For and on behalf of:	
Name:	
Date:	
Position:	

## Appendix B (cont.) Form of Tender

### PART 3 - ITT AMENDMENTS

#### INVITATION TO TENDER FOR CONTRACT NO. 2072 – LOT 1

#### Crossrail Programme Partner Contract

We acknowledge acceptance of the following modifications of the ITT documents:

Date	Number	Method of transmission	Title

**Note:**

Either in response to requests for additional information or clarification in respect of this ITT, or in its own right, CLRL may modify the ITT in any respect, by way of clarification, addition, deletion or otherwise, prior to the closing date. The Tenderer shall incorporate such modification(s), confirmation of which shall be made in this Part of the Form of Tender.

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## **Appendix B (cont.) Form of Tender**

### **PART 4 - QUALIFICATIONS TO ENQUIRY**

#### **INVITATION TO TENDER FOR CONTRACT NO. 2072**

##### **Crossrail Programme Partner Contract**

Tenderers must provide a statement confirming acceptance of the Contract terms and conditions contained in Part 2 of the Invitation To Tender documents. In the event that the Tenderer cannot comply with any of the Contract terms and conditions under any circumstances or at any price and therefore wishes to make any qualification, then the precise alternative wording, together with the commercial benefit to Cross London Rail Links Limited should any qualification be accepted, should be clearly stated using this form with the Stage 1 Tender. No qualifications may be submitted with the Stage 2 Tender. Only those qualifications so stated below shall be considered by Cross London Rail Links Limited, and any qualifications raised or submitted at a later date will not be considered.

Provide details below:

## **Appendix C      Crossrail eSourcing Portal - Guidance**

### **Overall Process**

This Tender will be conducted under an eTendering procedure. eTendering is a suite of collaborative, web based tools that enable procurement professionals and suppliers to conduct the strategic activities of the procurement lifecycle over the internet. It provides a simple, secure and efficient means of managing tendering activities, reducing the time and effort for both buyers and suppliers.

CLRL intends to conduct this procurement via the Crossrail eSourcing Portal ([www.crossrail.bravosolution.com](http://www.crossrail.bravosolution.com)).

Tenderers will have already registered on the Crossrail eSourcing Portal and downloaded the ITT documents.

### **Responding to the Invitation to Tender**

Tenderers should use the "Messages" function to communicate with Crossrail.

Tenderers must click the "Reply" button to activate the "Publish" button.

Tenderers should upload the Tender Submission and click "Publish" and then "Confirm" when they wish to submit their final completed Tender.

Please note that the deadline for completion is a precise time and the eSourcing portal will reject Tender submissions published after this time.

Please note that there is detailed online help. For further assistance contact the BravoSolution help desk which is available Monday to Friday ( 8am to 6pm BST) on:

email: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk); or

telephone: 0800 011 2470 / Fax: 020 7080 0480; Outside UK +(44)2070600490

### **General Guidance**

All communications from CLRL will be notified by email to the main contact who has registered. If Tenderers want the communications to go to other users then this can be achieved by accessing the User Rights area in the portal and enabling the other users to receive messages.

If CLRL make changes to a 'Live' tender, Tenderers MUST "re-publish" their response. Tenderers will receive a message prompt from CLRL notifying the Tenderer that changes have been made.

The Crossrail eSourcing portal is a secure site and you will be logged out if you are inactive for more than 15 minutes.

Tenderers should note that all files uploaded cannot be amended by anyone once published and that original files published by Tenderers will be maintained in an unaltered state on the system right through the procurement process.

## Appendix D Data Room Protocol

### Overview

Crossrail's Data Room has been established as a resource that will provide the opportunity for Tenderers to access information that may be required to effectively develop a Tender. Data Room documents will be available to view as follows:

- i) Highly Confidential documents will only be available in hardcopy format within the CLRL Data Room at Portland House;
- ii) Confidential documents will be available in hardcopy format and electronic format within the CLRL Data Room at Portland House; and
- iii) Low level security categorised documents will be available in hardcopy format and electronic format within the CLRL Data Room at Portland House.

Rules to regulate the access and use of the Data Room are identified below.

All Tenderers must have signed a Confidentiality Agreement before they can gain access to the Data Room. Tenderers will be provided with specific access dates/time to the Data Room. Only individuals whose names have been provided by the Tenderer to CLRL in advance will be allowed access to the Data Room.

Low level security Information will also be made available via a 'data stick'. Tenderers should request this from the Data Room Manager once the Confidentiality Agreement has been returned and the ITT downloaded from the Crossrail eSourcing Portal.

The Data Room Manager will provide controlled access to 'Highly Confidential' and 'Confidential' documents.

All the documents within the Data Room are recorded on a Data Room Register.

### **Portland House Data Room**

To arrange access Tenderers should contact the Data Room Manager at [dataroom@crossrail.co.uk](mailto:dataroom@crossrail.co.uk) referring to the time slots previously provided.

This email address must only be used for arranging access to the Portland House Data Room. Any other queries or questions on any other matter regarding the Data Room must be directed via the Crossrail eSourcing Portal messaging service.

Tenderers may not use mobile phones or cameras within the Data Room.

Tenderers may not photocopy any information.

All visitors must sign in at Portland House reception and will be issued with a visitor's pass. All visitors will be directed to Crossrail reception on the 6<sup>th</sup> Floor where the Data Room Manager will collect them. A Health and Safety Welcome pack will also be issued on arrival.

Any visitors with special requirements need to contact the Data Room Manager before their visit.



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**Electronic Data Room - Access Within the Portland House Data Room**

The Data Room Manager will provide access to the electronic data room, providing access to two terminals in Portland House. Tenderers should ensure that they log out when leaving the Data Room.

Documents on the electronic system are in PDF form.

Tenderers may not use any removable storage and media including memory stick or disks.

Tenderers should only use the PC Workstations for viewing data or for searching for information.

Tenderers may not print out any data.

## Appendix E Commercial Information

This section provides an overview and explanation of CLRL's commercial approach to the Programme Partner Contract. Given that the Programme Partner Contract is complex, of a long duration, and requires flexibility and integrated working with the Employer, the following reimbursement and incentivisation framework has been developed:

- i) Payment based on *staff rates*;
- ii) Alignment of CLRL and Programme Partner objectives through incentive schemes linked to annual performance and overall delivery of the Crossrail Programme outcomes.
- iii) Pre-agreed periodic Service Delivery Plans (with Resource Schedules);
- iv) CLRL controlled Programme Partner staff selection and staffing levels; and
- v) Key staff retention measures.

### Agreement of Resources

During the course of the Contract, and as part of the agreement of Service Delivery Plans, CLRL will agree with the Programme Partner Resource Schedules for a defined period of time (usually one year commencing 1 April with a two-year look ahead for planning purposes).

Resource Schedules should include details of all staff required by the Programme Partner showing the names of individual staff (where known), grades (as per the *staff rates* schedule), numbers of staff, function, position within the organisation, whether designated a *key person*, days to be worked per period, applicable *staff rates*, and maximum Time Charge for each period.

### Staff Rates

The schedule of *staff rates* provided by the Tenderer as part of the Tender will form Appendix 3 of the Contract. This schedule should include all types and grades of staff required by the Programme Partner and shall include staff rates for all personnel whether services are provided directly by the Programme Partner's staff or by Subconsultants. Tenderers should ensure that a complete schedule is provided.

Notwithstanding the agreement and/or instruction of any Resource Schedule or Service Delivery Plan, before the Programme Partner allows any key persons or any other persons to commence providing the services, it shall propose to CLRL an appropriate staff rate that is consistent with the *staff rates* shown in Appendix 3 of the Contract and shall obtain CLRL's acceptance of that person and their applicable staff rate. Requests for the acceptance of *staff rates* shall include detailed curriculum vitae of each person together with details of the proposed role and responsibilities, position within the Programme Partner's team and reporting lines, anticipated duration of appointment and any other information requested by CLRL.

*Staff rates* are amended for inflation in line with the change in the *index* as set out in the Contract.

### **Amendment of an agreed Resource Schedule**

As part of the implementation of a compensation event or otherwise by agreement with CLRL, a revised Resource Schedule may be agreed.

### **Payment for Resources**

Payment will be made, each period, for the staff time properly spent on work under the Contract at the *staff rates*. However, for each period this shall not exceed the maximum time commitment for each staff member set out in the Resource Schedule nor the Time Charge for the corresponding assessment interval shown within the Resource Schedule. Payment shall not be made for staff time incurred by staff not included in the Resource Schedule.

### **Incentivisation**

The Programme Partner will have an influential role and will have a major impact on the delivery of Crossrail. Performance incentives will be included within the Programme Partner's Contract.

Incentives will be based on performance against Key Performance Indicators (KPIs) that reflect the key aims and priorities of CLRL. These will be determined by CLRL following feedback from Tenderers provided at Stage 1 of the tender process. The Contract will include two incentive schemes:

- i) Interim Incentive Scheme (IIS)
- ii) Final Incentive Scheme (FIS)

These schemes are described below and have been developed to operate together to incentivise performance against the overall Crossrail outcomes and ongoing aims and priorities.

Capitalised terms used in the following sections of this ITT have the meanings ascribed to them in the Contract. Tenderers should refer to the Contract for full details of the Interim and Final Incentive Schemes.

### **Interim Incentive Scheme (IIS)**

The Interim Maximum Amount that can be earned per annum under the IIS will be determined prior to the start of each Contract Year. The Interim Maximum Amount will be the product of the anticipated Price for Services Provided to Date for the next Contract Year (staff time multiplied by *staff rates*) and the Performance Incentive Percentage, which shall be 15%.

The Interim Maximum Amount is allocated within the Interim Incentive Schedule to the achievement of particular Performance Bands for each Interim KPI. Such allocated amounts are the Interim Actual Amounts.

The Interim Earned Amount is the Interim Actual Amount which has been earned under the IIS per Contract Year based upon the Programme Partner's actual performance against the Interim KPIs.

The Interim KPIs, Performance Bands and Interim Actual Amounts will be fixed prior to the start of each Contract Year, which will run from 1 April to 31 March. The Interim Actual Amounts, in pounds, must be allocated within the Interim Incentive Schedule in accordance with the following rules:

- i) The Interim Maximum Amount shall be earned only in the event of 'Excellent' performance against all of the Interim KPIs in the IIS.
- ii) There should be a clear differential between the Interim Actual Amounts allocated to the 'Acceptable', 'Very Good' and 'Excellent' performance bands.
- iii) Incentives shall not be earned for 'Poor' or 'Very Poor' performance. These Performance Bands are included for completeness and to aid performance management.

Improvement plans will be required if actual performance falls below the "Excellent" Performance Band.

The first Contract Year Interim KPIs, Performance Bands and Interim Actual Amounts will be determined as part of the Tender process and included in Appendix 4 to the Contract when awarded. It is expected that the first Contract Year will run from the Contract Date to 31 March 2010.

A pro-forma for the Interim Incentive Schedule is given in Appendix I.

Interim KPIs, Performance Bands and Interim Actual Amounts (agreed and shown in the Interim Incentive Schedule) will allow alignment of incentives with short-term aims and a reasonable degree of flexibility during the course of the Contract.

The Interim Maximum Amount may only be adjusted during the course of the Contract Year when there has been a significant omission of services due to any failure by the Programme Partner.

There will be an expectation that performance will continually improve during the course of the Contract, which will be taken into account when agreeing Interim KPIs, Performance Bands and Interim Actual Amounts.

Interim Earned Amounts for a Contract Year will be treated as follows:

- i) 25% will be paid to the Programme Partner; and
- ii) 75% will be added to the Final Maximum Amount that can be earned under the Final Incentive Scheme (the "Reserved Amount").

### **Final Incentive Scheme (FIS)**

The Final Maximum Amount that can be earned under the FIS will be the sum of the Reserved Amounts earned from the IIS during the Contract period. It is anticipated that the Employer will determine a minimum Final Maximum Amount to ensure that an incentive to deliver the Crossrail outcomes remains effective in any event. The minimum Final Maximum Amount will be notified to Tenderers in advance of submission of their Stage 2 Tenders.

The Final Earned Amount earned under the FIS will be determined based on performance against the Programme KPIs given in the incentive schedule. The Final Earned Amount will be paid to the Programme Partner as the FIS payment. If the Final Earned Amount is a negative amount, this amount will be repaid by the Programme Partner to CLRL.

Programme KPIs and Performance Bands are aimed at ensuring that a focus is maintained on the ultimate Programme outcomes. Illustrative Programme KPIs and Performance Bands are given in the pro forma schedule in Appendix J to this ITT. This schedule will be determined by CLRL following feedback from Tenderers provided at Stage 1 of the tender process and will be included in Appendix 4 to the Contract. This will be provided to Tenderers in advance of submission of their Stage 2 Tenders.

A flow chart illustrating the incentivisation mechanism is given in Appendix K.

### **Proposing Interim KPIs and Targets**

As part of the Stage 1 Tender, Tenderers must propose Interim and Programme KPIs and Performance Bands in accordance with this IFT. The pro-formas given in Appendix I and Appendix J must be used for this purpose.

Tenderers should note that the Interim and Programme KPIs and Performance Bands entered into the Interim Incentive Schedule and Final Incentive Schedule must comply with the following principles:

- i) The KPIs must be simple to understand and administer.
- ii) The KPIs must be open to objective assessment to support efficient Contract management and help to ensure that the incentive scheme operates as intended, i.e., to promote behaviour which is aligned with the delivery of the key aims of the Crossrail Programme.
- iii) All KPIs should be designed to support an open approach to their measurement. It should be noted that if CLRL uncovers misreporting of performance then payments will not be made against the affected KPIs.
- iv) There is an absolute expectation that there will be no fatalities or serious injuries during the delivery of Crossrail and full compliance with the law (including with the Undertakings and Assurances given during the passage of the Bill).
- v) All of the KPIs must be clearly linked to one of the key aims of the Crossrail Programme, i.e.,
  - a. Delivery within *Budget*
  - b. Delivery on *Time*
  - c. Safe Delivery
  - d. Sustainable and Responsible Delivery
  - e. Delivery of a *World Class Railway*
  - f. Excellence of approach (enabling activities)

The Interim KPIs should provide three types of incentive as follows:

- i) *Efficiency* of Programme Partner services, i.e., an incentive to minimise Programme Partner Time Charge;
- ii) *Effectiveness* of Programme Partner services in contributing towards the achievement of the Crossrail Programme aims; and
- iii) *Excellence* in the approach to delivery of the service, i.e, incentives relating to key enablers such as staff retention, management of relationships, etc.

The incentivised Interim KPIs should be balanced to help ensure that there is not excessive focus on one particular type of incentive, e.g., focussing too much on efficiency may achieve lower Programme Partner Time Charge in the first instance but this may be at the expense of effectiveness.

## Appendix F Award Criteria, Sub-Criteria, Questions and Weightings

Award Criteria		Award Sub-criteria		Questions	
Description	Wt %	Description	Wt %	Description	Wt %
Technical Submission – Criteria 1 to 6 inclusive					
1. General approach to delivering an effective and efficient service	28	Leadership - Appropriate leadership for the Programme Partner role	2	[A1.1] Explain how the leadership role directly accountable for the Programme Partner organisation will operate.	2
		Organisation - Appropriate and complete organisation structures for the provision of the services aligned with the requirements of the role and CLRL.	2	[A1.2] Provide organisation charts including key roles, their functions and their relationship to CLRL: a. For the first Contract Year. b. At peak resource level	2
		People – Appropriate qualifications, skills and experience of the <i>key persons</i> and the ability to retain and motivate these and other staff.	18	[A1.3] Provide a list of eight <i>key persons</i> with a statement of their qualifications, skills and experience that demonstrates their suitability for the role that they will fulfil. The minimum period of availability is to be given for each <i>key person</i> .  [A1.4] Describe how you will retain and incentivise <i>key persons</i> and other staff and ensure succession planning during the course of delivering the <i>services</i> .	16 2
		Relationships - Suitability of the approach proposed to working with CLRL and other key stakeholders.	4	[A1.5] Describe the values and behaviours you will promote and how these will be implemented and maintained throughout delivery of the <i>services</i> .  [A1.6] Describe how effective relationships with CLRL and other key Programme stakeholders will be developed and managed.	2 2
		Incentives - The quality and effectiveness of the proposed arrangements for managing KPIs.	2	[A1.7] Provide details of the people, processes and systems that will be used to monitor and manage the Interim and Programme KPIs	2



Award Criteria		Award Sub-criteria		Questions	
Description	Wt %	Description	Wt %	Description	Wt %
<b>2. Delivering the Programme to budget</b>	6	Understanding of the key risks to delivering the Programme to budget	2	[B2.1] Describe the key risks to delivering the Programme to budget that the Programme Partner can control or influence.	2
		Management of the key risks to delivering the Programme to budget	4	[B2.2] Explain how you will manage or help to mitigate each of the key risks to delivery to budget. Describe where you have previously applied the proposed approach.	4
<b>3. Delivering the Programme on time</b>	6	Understanding of the key risks to delivering the Programme on time	2	[C3.1] Describe the key risks to delivering the Programme on time that the Programme Partner can control or influence.	2
		Management of the key risks to delivering the programme on time	4	[C3.2] Explain how you will manage or help to mitigate each of the key risks to delivery on time. Describe where you have previously applied the proposed approach.	4
<b>4. Safe delivery of the Programme</b>	6	Understanding of the key risks to the safe delivery of the Programme	2	[D4.1] Describe the key risks to Programme health and safety that the Programme Partner can control or influence.	2
		Management of the key risks to the safe delivery of the Programme	4	[D4.2] Explain how you will manage or help to mitigate the key risks to health and safety. Describe where you have previously applied the proposed approach.	4
<b>5. Sustainable and responsible delivery of the Programme</b>	6	Understanding of the key risks to the sustainable and responsible delivery the Programme	2	[E5.1] Describe the key risks to the sustainable and responsible delivery of the Programme that the Programme Partner can control or influence.	2
		Management of the key risks to the sustainable and responsible delivery of the Programme	4	[E5.2] Explain how you will manage or help to mitigate the key risks to sustainable and responsible delivery. Describe where you have previously applied the proposed approach.	4
<b>6. Delivering a world-class railway</b>	6	Understanding of the key risks to delivering a world-class railway	2	[F6.1] Describe the key risks to the delivery of a world-class railway that the Programme Partner can control or influence.	2
		Management of the key risks to delivering a world-class railway	4	[F6.2] Explain how you will manage the key risks to the delivery of a world-class railway. Describe where you have previously applied the proposed approach.	4



Award Criteria		Award Sub-criteria		Questions	
Description	Wt %	Description	Wt %	Description	Wt %
<b>Commercial Submission</b>					
<b>7. Price for the Services</b>	30	The CLRL assessed cost of the services using CLRL's own resource model.	30	[G7.1] Using the template .xls spreadsheet, provide a completed staff rates schedule and incentive schedules as directed.	30
<b>Presentations</b>					
<b>8. Confidence in the team</b>	12	Confidence in the key staff and delivery proposals gained from the Tender presentations.	12	Demonstrate drive, professionalism, experience, competence and personal capability in the presentations.	12

## **Appendix G      Staff Rates Schedule**

Note: See separate excel file.

## **Appendix H              Contract Duration Resource Estimate**

Note: See separate excel file.

## Appendix I Interim Incentive Schedule Pro forma

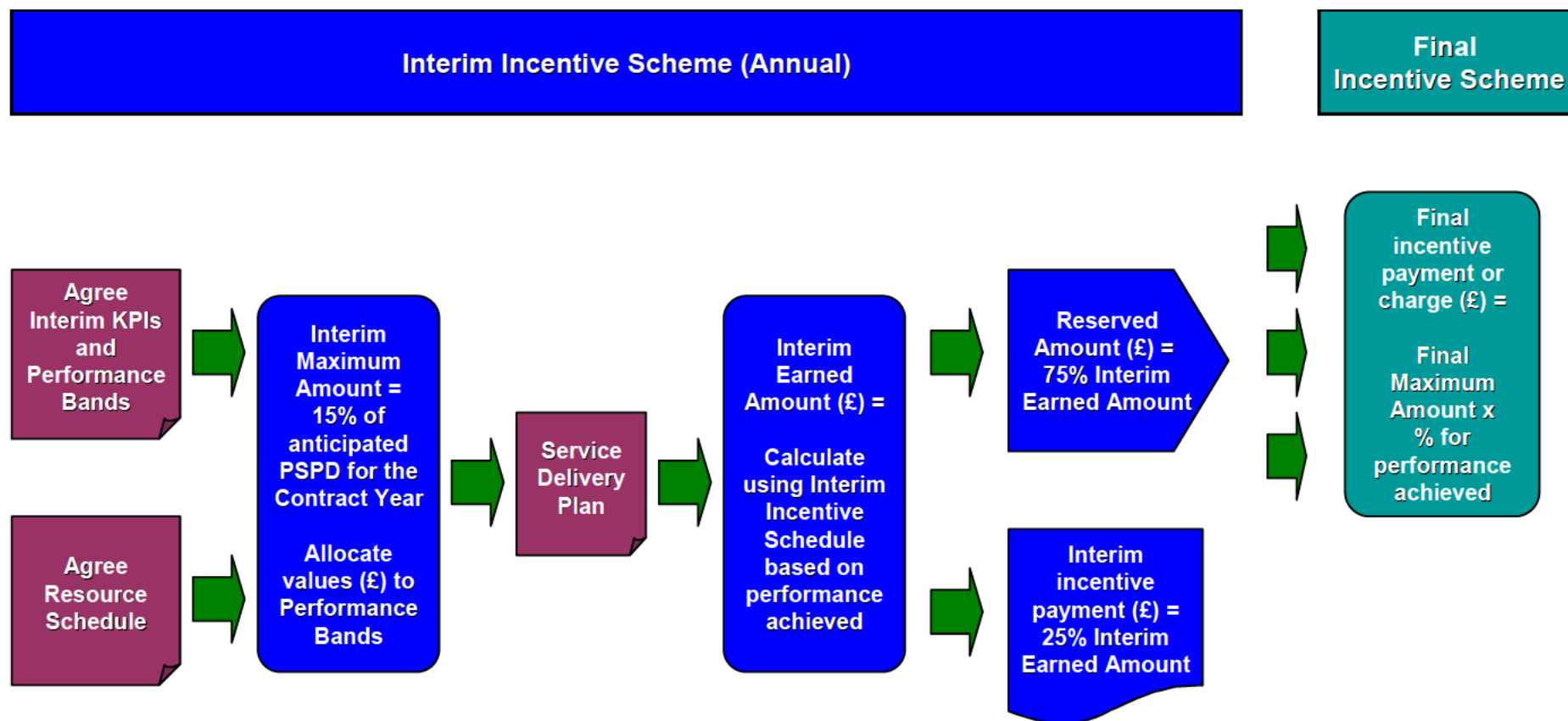
Interim Incentive Schedule						
Aim	Interim KPI Description and Definition	A = Performance Band B = Interim Actual Amount (£)				
		Excellent	Very Good	Acceptable	Poor	Very Poor
1. Delivery within budget	Example themes for KPIs: <ul style="list-style-type: none"> <li>• Delivery to Programme spend profile</li> <li>• Delivery within Programme Partner forecast spend (efficiency)</li> </ul>	A	[Performance]	[Performance]	[Performance]	[Performance]
		B	[£]	[£]	[£]	Nothing earned
2. Delivery on time	Example themes for KPIs: <ul style="list-style-type: none"> <li>• Delivery of key Programme milestones</li> </ul>	A	[Performance]	[Performance]	[Performance]	[Performance]
		B	[£]	[£]	[£]	Nothing earned
3. Safe delivery	Example themes for KPIs: <ul style="list-style-type: none"> <li>• Approach to behavioural safety and accident prevention</li> </ul> <p><b>Note:</b> All safety KPIs should be designed to support an open approach to accident and incident reporting. Any examples of misreported by the Programme Partner will result in no payment against safety KPIs.</p>	A	[Performance]	[Performance]	[Performance]	[Performance]
		B	[£]	[£]	[£]	Nothing earned

Interim Incentive Schedule							
Aim	Interim KPI Description and Definition		A = Performance Band B = Interim Actual Amount (£)				
			Excellent	Very Good	Acceptable	Poor	Very Poor
4. Sustainable and responsible delivery	Example themes for KPIs: <ul style="list-style-type: none"><li>• Encouraging a diverse base of suppliers</li><li>• Promoting fair employment practices</li><li>• Promoting workforce welfare</li><li>• Meeting strategic labour needs and enabling training opportunities</li><li>• Community benefits</li><li>• Ethical sourcing practices</li><li>• Promoting greater environmental sustainability</li></ul>	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[£]	[£]	[£]	Nothing earned	Nothing earned
5. Delivery of a world-class railway	Example themes for KPIs: <ul style="list-style-type: none"><li>• Accurate reporting of defects and approach to re-work</li></ul>	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[£]	[£]	[£]	Nothing earned	Nothing earned
6. Excellent delivery of enabling activities	Example themes for KPIs: <ul style="list-style-type: none"><li>• Retention of key staff</li><li>• Key stakeholder relationships</li><li>• Risk management</li></ul>	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[£]	[£]	[£]	Nothing earned	Nothing earned

## Appendix J Crossrail Final Incentive Schedule Pro forma

Final Incentive Schedule							
Aim	KPI Description and Definition	A = Performance Band B = Final Earned Amount (% of Final Maximum Amount)					
		Excellent	Very Good	Acceptable	Poor	Very Poor	
1. Delivery within budget	Example KPI: <b>Cost</b> Actual cost of the Programme at Final Completion less the anticipated cost of the Programme in the PDA, expressed as a percentage of the anticipated cost of the Programme in the PDA.	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[+%	[+%	[+%	[-%	[-%
2. Delivery on time	Example KPI: <b>Time</b> Actual date of Final Completion of the Programme compared to the anticipated date of Final Completion.	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[+%	[+%	[+%	[-%	[-%
3. Safe delivery	Example KPI: <b>Accident Incidence Rate (AIR)</b> Reportable accidents per 100,000 employed on the Programme per year. Reportable accidents are as defined by HSE.	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[+%	[+%	[+%	[-%	[-%
4. Sustainable and responsible delivery	Example KPI: <b>Impact on the Environment</b> How satisfied CLRL was that the impact on the environment (such as pollution, noise and dust) was controlled during the construction process, using a 1 to 10 scale where: 10 = Very effective control; 8 = Good control; 5/6 = Fair control; 3 = Little control; 1 = No effective control	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[+%	[+%	[+%	[-%	[-%
5. Delivery of a world-class railway	Example KPI: <b>Defects</b> The condition of the Programme with respect to defects at the time of handover, using a 1 to 10 scale where: 10 = Defect Free; 8 = Some defects with no significant impact on the Employer; 5/6 = Some defects with some impact on the Employer; 3 = Major defects with major impact on the Employer; 1 = Totally defective A defect is a fault which adversely affects the appearance or full intended performance and function of the product.	A	[Performance]	[Performance]	[Performance]	[Performance]	[Performance]
		B	[+%	[+%	[+%	[-%	[-%

## Appendix K Incentives Flow Chart



The requirements of the First Service Delivery Plan (FSDP) are set out below:

- i) Further definition of services;
- ii) Schedule of Deliverables, Key Dates and conditions;
- iii) Programme for services (conditions of contract clause 31.1);
- iv) Resource Schedule;
- v) Key Dates and conditions;
- vi) Key persons and other employees, identifying responsibilities;
- vii) Incentive schedule (Interim Incentive Schedule); and
- viii) Any further information required by the Employer or proposed by the Programme Partner and agreed by the Employer.

[illegible]

Note - Condition of the deliverable at the Key Date:

Condition A: The Programme Partner's deliverable is acceptable without comments.

Condition B: The Programme Partner's deliverable is acceptable subject to changes or clarification requested by the Employer and the deliverable to be resubmitted.

## Appendix M Submission Schedule Checklist

The following schedule outlines the documents, schedules and other material Tenderers are required to submit as part of their Tender. CLRL does not warrant its completeness and / or accuracy and Tenderers must satisfy themselves as to the completeness of the tender submission.

SUBMISSION SCHEDULE CHECKLIST	Doc. Ref.
<b>STAGE 1</b>	
Notification of actual or potential conflict of interest arising	1.3
Confidentiality Agreement	1.4 / 4.1
Change in circumstances	1.5 / Table 2 / 4.1
Notification of discrepancies and requests for clarification	2.1
Notification of confidential queries	2.6
Publish Stage 1 Tender	3.1 / 4.2 / Appendix C
Submit Hard Copy of Stage 1 Tender	4.1
Technical Submission	4.1 / 4.2 / Table 2
Previous Projects Schedule	4.2 / 5.2 / Table 2
Alternative Tenders	3.5
Response to Appendix F questions	3.1 / Appendix F
Proposed Interim Incentive Schedule	4.2 / Appendix E & I
Proposed Final Incentive Schedule	4.2 / Appendix E & J
Proposed Schedule of Deliverables and Target Dates	4.2 / Appendix L
Commercial Submission	4.1 / 4.3 / Table 2
Completed Staff Rates Schedule	4.3 / Appendix E & G
Contract Duration Resource Estimate	4.3 / Appendix H
Form of Tender	4.1 / 4.4 / Table 2 / Appendix B
Certificate of Bona Fide Tender	Appendix B



ITT Amendments	Appendix B
Qualifications to Enquiry	3.2 / Appendix B
Stage 1 Presentation	2.2 / 6.3 / 6.4
<b>SUBMISSION SCHEDULE CHECKLIST</b>	<b>Doc. Ref.</b>
<b>STAGE 2</b>	
Stage 2 Meeting requests and Agenda	2.2
Publish Stage 2 Tender	5.1 / Appendix C
Submit hardcopy of Stage 2 Tender	5.1
Expanded Technical Submission	5.1 / 5.2
Previous Projects Schedule	4.2 / 5.2 / Table 2
Alternative Tenders	3.5
Response to Appendix F questions	5.2 / Appendix F
Proposed First Service Delivery Plan	5.2 / Appendix L
Schedule of Deliverables and Key Dates	5.2 / Appendix L
Updated Commercial Submission	5.1 / 5.3
Completed Staff Rates Schedule	5.3 / Appendix E & G
Resource Estimate	5.3 / Appendix O
Resource Schedule	5.3 / Appendix N
Completed Interim Incentive Schedule	5.3 / Appendix I
Form of Tender	5.1 / 5.4 / Appendix B
Certificate of Bona Fide Tender	Appendix B
ITT Amendments	Appendix B
Qualifications to Enquiry	Appendix B
Stage 2 Presentation	6.5
<b>POST TENDER</b>	<b>Doc. Ref.</b>
Return of ITT	2.1

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## **Appendix N    Resource Schedule**

Note: See separate excel file.

## **Appendix O    Resource Estimate**

Note: See separate excel file.



# Crossrail

