



## **COMMERCIAL, SURFACE TRANSPORT**

### **INVITATION TO TENDER**

#### **FOR**

## **Initial Technical Scoping for the Rotherhithe to Canary Wharf River Bridge**

### **VOLUME 0      INSTRUCTIONS TO TENDERERS**

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Call Off Contract under the TfL 91313 Professional  
Services Framework

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Project Reference Number: **tfl\_scp\_001144\_co007**  
Framework Reference Number: **TfL 91313**

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## 1.0 FORMAT OF THESE INSTRUCTIONS TO TENDERERS PACKAGE

This Volume 0 provides instructions on Tender submissions, but does not form a part of the Contract.

The complete ITT contains the following elements:-

**Volume 0: Instructions to Tenderers** - provides full instructions on how the Tender Process shall be organised and how and when Tenderers should submit their responses to the questions contained within and the award criteria;

**Appendix A – Freedom of Information Act** - Reserved Information to be completed and returned as part of Quality Submission A (extracted separately as Word document for ease of completion).

**Volume 1: Call-Off Documentation** - This Volume contains the documentation for making a Call-Off Contract under the TfL 91313 Framework, including the Request Form, The Contract Data (Parts 1 and 2), the draft Call-Off Contract Agreement, financial preambles and the pricing template.

**Volume 2: Scope** – This Volume contains the specification / brief, outlining the Authority's requirements.

## 2.0 THE PROPOSED CONTRACT

### 2.1 Introduction

This section provides some background information in respect of the proposed Rotherhithe to Canary Wharf bridge.

TfL is investigating the feasibility of providing a new walking and cycling bridge over the River Thames between Rotherhithe and Canary Wharf (the “Project”). This is one of a number of projects TfL are developing to improve cross-river connectivity. The Project objectives are:

- to connect the two Opportunity Areas of Canada Water and the Isle of Dogs;
- to improve connectivity to the Rotherhithe peninsula, particularly the area beyond the walking catchment of Canada Water station;
- to encourage more people to walk and cycle in the area;
- to provide additional capacity and routes to cyclists as an alternative option to existing crossings in the area;
- to produce a well designed and convenient link which achieves value for money and is fundable; and
- to provide an alternative link to the Jubilee line between Canada Water and Canary Wharf.

Sustrans, a charity focusing on healthier travel, originally proposed the idea of a river crossing in this area nearly a decade ago, under plans to develop Greenways for the 2012 Olympic and Paralympic Games. Sustrans undertook a series of feasibility studies, funded by TfL and other organisations, which concluded that a walking and cycling bridge from Rotherhithe to Canary Wharf would be both economically and technically viable.

In October 2016, the Mayor of London announced that he had asked TfL to lead development of the bridge. This followed a manifesto commitment to “*work to break down some of the city’s physical barriers, such as by backing the Rotherhithe-Canary Wharf cycle and pedestrian bridge*”.

Following the announcement, TfL reviewed the documentation produced by Sustrans, carried out its own independent assessment and concluded that there is a case for a crossing in this area. TfL has therefore been progressing work to advance the project as quickly as possible to meet a challenging programme.

Due to the proposed location of the Project, at a navigable point of the River Thames, it will likely have to be an opening structure in order not to restrict access to the Pool of London, including St Katherine’s Dock. TfL is now undertaking further work to determine the performance requirements and design parameters to which the bridge would have to be built.

TfL is advancing discussions with the local authorities, land owners and other stakeholders around their requirements in relation to the bridge. For example, further negotiation with the Port of London Authority will be required in relation to the impact of the Project on river traffic. The frequency and duration of openings could have a significant impact on crossing users and therefore the case for the scheme. This area is subject to further work to identify the optimal requirements.

## 2.2 Objectives

TfL is seeking the supply of engineering and other technical services to work in collaboration with other advisers, to provide TfL with expert advice and assistance in relation to the design and construction of the Project. The details of the Project remain under consideration and the scope of services includes the provision of advice on a wide range of technical matters relevant to the early definition of technical aspects of the Project. This work will provide useful intelligence for TfL to be assist in further developing the Project. Information provided will be shared with future bidding organisations should TfL decide to progress the Project further.

## 2.3 Requirements

The precise nature of the services will be subject to change as the feasibility work develops and the Consultant must be flexible in meeting the needs of TfL as and when any new requirements arise. It is currently envisaged that the services required will encompass the following:

- discrete technical studies to support scope and option development;
- establishment of the main technical requirements for the bridge including dimensions and lifting capability;
- concept design solutions to guide options, better understand risks and costs, and form a baseline for tender proposals, including but not limited to:
  - structural design
  - architectural and urban design
  - MEP system design
  - marine/river works and logistics
  - construction methodologies and temporary land requirements;
  - operation and maintenance concepts and requirements, and permanent land requirements
- review of existing information held by TfL and others, and the provision/acquisition and review of other relevant information;
- specification of physical surveys, to be commissioned by TfL;
- preparation, in collaboration with TfL sponsor and delivery teams of an initial design & build programme, cost analysis, risk register and other items related to the construction/engineering aspects of the project; and
- other engineering and support services as required.

Consultants will be expected to be capable of working as an integral part of the TfL team including TfL's own in-house engineering teams, and to play a collaborative and proactive role in the project.

TfL anticipates that the successful bidder will be able to make available adequate resources to support the general workload set out above, and potentially other specialist services may be drawn upon for discrete areas of technical work where appropriate.

Detailed information about the commission can be found in ITT Volume 2 - Scope.

### 3.0 THE TENDER PROCESS

The main steps and tentative timings for Tenderers in the Tender Process are as below:

**Table 1 Tender Process Timings**

Event	Date
Issue of Invitation to Tender	16 March 2017
Last date for submission of clarifications	06 April 2017
Submission deadline for Quality Submission (A) and Financial Submission (B)	10 April 2017
Contract selection and recommendation passed for approval	17 May 2017
Award Contract	17 May 2017

#### 3.1 Publication of the ITT

The ITT is published via the Employer's e-portal: <https://eprocurement.tfl.gov.uk>.

#### 3.2 List of Documents to be returned with the Tender

The Tenderer's response shall be submitted as two separate attachments via the e-portal.

The Tenderer shall submit: -

##### **QUALITY SUBMISSION A – as one zipped file**

- i) The Tenderer's response to the Quality Questions posed in Table 3 of this Volume (PDF);
- ii) Freedom of Information – Reserved Information (PDF).

##### **FINANCIAL SUBMISSION B – as one zipped file**

- i) Copies of insurance certificates (PDF);
- ii) Completed Contract Data Part 2 (MS Word);
- iii) Completed Contract Data Part 2 (PDF).

## **4.0 TENDER SUBMISSION POINTS OF NOTE**

### **4.1 Tender Administrator**

The Employer's point of contact for Tender administration shall be as follows:

Name: Ben MacBean

Department: Transport for London, Commercial Surface

E-mail: benmacbean@tfl.gov.uk

Telephone: 020 3054 1480

This is to notify the Employer in the event that the Tenderer is having difficulty with the e-tendering portal.

### **4.2 Acknowledgement of Receipt of ITT**

On receipt of the Tender Invitation attachments via the Employer's e-portal, <https://eprocurement.tfl.gov.uk>, Tenderers shall check the attachments received against the list included at Section 4.3 of this Volume. If the attachments received are incomplete, Tenderers shall contact the Tender Administrator immediately.

### **4.3 List of Documents with ITT**

The following is a list of all the documents forming this Invitation to Tender:

- tfl\_scp\_001144\_co007\_itt\_vol\_0\_final (PDF)
  - tfl\_scp\_001144\_co007\_itt\_vol\_0\_appendix\_a\_final (MS Word)
- tfl\_scp\_001144\_co007\_itt\_vol\_1\_final (PDF)
- tfl\_scp\_001144\_co007\_itt\_vol\_1\_contract\_data\_part2\_final (MS Word)
- tfl\_scp\_001144\_co007\_itt\_vol\_2\_final (PDF)

### **4.4 Completeness of Information**

Tenderers should note when preparing their response that the Employer will only evaluate the Tender submissions using the information supplied by the Tenderer within this Tender Process. The Employer will not take into consideration any views, opinions, data, or other information that may already be in the possession of the Employer or in the public domain that is not incorporated in the Tenderer's submission documents.

### **4.5 Tender Compliance**

Tender submissions will be checked initially for compliance with these Instructions to Tenderers and for completeness. Clarification may be sought from Tenderers in order to determine if the Tender submissions are complete and compliant but the Employer reserves the right to reject any Tenders that are not, upon receipt, compliant with, and in the format specified in this ITT. It is recommended that the Tenderer undertakes its own check for content and compliance, and that it makes available resources to respond to queries from the Employer.

Each response will be submitted electronically via the Employer's e-portal, <https://eprocurement.tfl.gov.uk>. Each submission document should be clearly labelled and we recommend that the following filename format is used:

"tfl\_001144\_co007\_itt\_response\_[company\_name]\_[call\_off\_documentation\_name]"

For example: "tfl\_001144\_co007\_itt\_response\_company\_a\_vol\_1\_contract\_data"

Each Submission shall be uploaded to the portal as one single zipped file containing all the Submission documents (i.e. one for Quality and one for Financial). The Employer shall have the right to reproduce copies of any Tenders for the purposes of Tender evaluation.

All information text that is alphanumeric should be generated in Arial font size 12 and formatted in A4 page layout. The font size may be 10pt in diagrams and tables if required. All Submission documentation as a minimum must have the document identifier (example: title block, document label).

For ease of recognition, the Tender documentation submitted by the Tenderer shall contain footers sequentially numbered, titled and cross-referenced whenever appropriate.

## **4.6 Disclaimer**

4.6.1 The information has been prepared by the Employer in good faith but does not purport to be accurate, complete and exhaustive or to have been independently verified. Tendering Organisations should use the information for the purposes of tender but will need to carry out their own due diligence enquiries and investigations to verify the accuracy and completeness of the information following award of contract.

4.6.2 Neither the Employer nor any of their respective technical, financial, legal, or other advisors, nor the directors, officers, Members, partners, employees, other staff, agents or advisors of any such person:

- make any representation or warranty (expressed or implied) as to the accuracy, adequacy, reasonableness, or completeness of the information of any part of it; or
- accept any responsibility for the information or for its fairness, accuracy, or completeness,
- nor shall any of them be liable for any loss, damage, or expense (other than in respect of fraudulent misrepresentation) arising as a result of reliance on any of the Information or subsequent communication.

4.6.3 Nothing in the information shall be taken nor deemed a promise or representation as to the future.

4.6.4 Except in relation to data warranted by the Employer (if any) as finally agreed in the Contract, Tenderers shall further be deemed to have carried out all necessary research, investigations and due diligence and all necessary enquiries in order to have satisfied themselves as to the nature, extent, volume and character of the requirements of the Contract, their obligations and the

Employer's requirements as set out in the ITT and any further documents provided to Tenderers, the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect their Tenders, pricing, the terms and conditions of the Contract or financial modelling.

4.6.5 Whilst the information contained in this ITT is believed to be correct at the time of issue, neither the Employer nor their advisors will accept any liability for its accuracy, adequacy or completeness, nor will any warranty (express or implied) be deemed to be given by the Employer in respect of it. The above exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its schedules) and in respect of any other written or oral communication transmitted or otherwise made available to any Tendering Organisation, and no representations or warranties are made in relation to such opinions, statements or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Employer.

#### **4.7 Rights to Vary/Cancel the procurement and/or Reject Tender**

4.7.1 The Employer has not made, nor does make, any agreement or representation that a contract agreement shall be offered in accordance with this ITT and the publication of this ITT in no way commits the Employer to award any contract pursuant to or resulting from this Procurement.

4.7.2 The Employer reserves the right at any time to:

- a. waive any requirements of this ITT;
- b. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- c. discontinue and/or re-commence this Procurement at any time;
- d. withdraw this ITT at any time or to re-invite Tenders on the same or any alternative basis;
- e. not to award any Contract as a result of this Procurement process;
- f. award a Contract in respect of part only of the Services i.e. Design only; Design costs as stated in the Activity Schedule plus such other costs as may be due valued on a *quantum merita* basis.
- g. require a Tenderer to clarify any aspect of its Tender in writing or at a meeting and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
- h. make whatever changes it sees fit to the timetable, structure, or content of this Procurement process, dependent on approvals processes or for any other reason.

4.7.3 In particular, Tenderers should note that the Employer in its absolute discretion reserves the right at any time:

- to reject a Tender which is late and/or incomplete and/or does not comply with the requirements of this ITT;
- to amend or add to its requirements relating to the submission of Tenders and/or in relation to the Contract generally;
- to reject any Tender;
- to accept any Tender either in whole or in part or parts; and
- not to accept the lowest priced Tender.

4.7.4 The disqualification of a Tenderer will not prejudice any other civil remedy available to the Employer and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

#### **4.8 Tender validity period**

Tenders shall remain open for acceptance by the Employer for a period of not less than six (6) months from the final Submission return date. Tenderers are asked to confirm this in the introduction to their Tenders.

#### **4.9 Tender documents**

Tender documents will be provided electronically via the Employer's e-portal, <https://eprocurement.tfl.gov.uk>.

Although all efforts have been made to ensure that all electronic files are virus free, it shall be the Tenderer's responsibility to protect its own IT systems from any infection of the electronic files.

Except for the input of rates and other requested information, the electronic information shall not be amended or tampered with in any way. Tenderers shall not introduce additional items or fields to the electronic files.

#### **4.10 Withdrawing from the Tender Process**

If on consideration of the ITT, a Tenderer decides that it cannot, or no longer wishes to submit a Tender, for whatever reason, the Tenderer shall write, by e-mail, to the Tender Administrator no later than three (3) Business Days after the date of issue of any ITT, advising the Employer of its decision, together with a brief reason for the withdrawal. The Tenderer shall delete all Tender files and destroy any documentation relating thereto following its withdrawal.

#### **4.11 Tender Queries**

It is important that the Tenderer fully understands the ITT and clarification will be provided where required. The objective is to provide clarification to both the Employer's requirements and rules to be applied to the operation of the Contract as well as the Tenderer's submissions.

In the event that the Tenderer identifies documentation, information or data that is not available within the ITT or requires clarification, the Tenderer may request such

documentation, information, data, or clarification by using the online messaging service available on the Employer's e-portal, available at <https://eprocurement.tfl.gov.uk>.

No formal or informal queries shall be answered verbally by the Employer. All responses to Tender queries will be transmitted electronically to all Tenderers to ensure a fair and transparent procurement process. The Tenderer should only accept and act upon responses to queries issued by the Tender Administrator. Queries must be received by the last date for submission of clarifications shown in Table 1. No guarantee can be given that any queries received after this date will be answered.

Following the closing date for Tender submissions the Employer will carry out preliminary checks on all Tenders to ensure that there are no ambiguities. Individual Tenderers will be contacted via the e-portal if points of clarification are required. The clarification response time will be notified with the question but are likely to be very short. Tenderers must, as a minimum, respond in the format requested by this ITT.

#### **4.12 Requests for Extensions**

Any requests for an extension to the tender period must be received at least four (4) working days before the return date, but no undertaking can be given that any extension will be granted. Any extension granted to one Tenderer will be granted to all Tenderers.

#### **4.13 Corrupt Gifts and Payment of Commission**

Direct or indirect canvassing of the Mayor of London, any members of the Greater London Authority, any employees, directors, board members, agents or advisors of the Employer or any of its subsidiaries, by any Tenderer concerning this ITT, and any attempt to procure confidential information regarding the Tenders from any of the foregoing shall result in the disqualification of the Tenderer from the procurement process.

#### **4.14 Pricing Errors**

Mistakes in the Tender in extensions of the rates (for example in additions or multiplications carried forward), may be corrected by the Employer subject to written clarification with the Tenderer. Any mistakes noted in unit prices cannot however be amended.

#### **4.15 Publicity and Marketing**

Tenderers are not permitted to:

Make any public statement or communicate in any form with the media in connection with this procurement process;

Use any trademarks, logos or any other Intellectual Property Rights associated with the Employer;

Represent that the Tenderer is directly or indirectly associated in any way with the Project;

Engage in any form of marketing which creates, implies or refers to an association between the Tenderer and the Employer and/or the Project;

Do anything or refrain from doing anything which would have an adverse effect on the Employer; and

Tenderers must direct any queries from the media to the TfL Press Office on 0845 604 4141 or [pressoffice@TfL.gov.uk](mailto:pressoffice@TfL.gov.uk).

If required, Tenderers must seek further guidance from the Employer from the Tender Administrator.

## **4.16 Notes on Data Submission**

### **4.16.1 Unreferenced Supporting Materials**

Relevant material which is not marked up with the question reference and is not described in the response summary might not be given full consideration by evaluators – to the detriment of the Tenderer’s submission.

If the Tenderer has a requirement to reference additional information, the Tenderer should clearly indicate that this information has no identifier and provide a description of the location of the information, so that it can be manually located.

### **4.16.2 Preferred File Formats**

The preferred file type is PDF format. PDF format is to be used by Tenderers because it provides full control of formatting and display and has the advantage of being ‘lockable’ to ensure that the Tender cannot be changed inadvertently once it has been delivered.

The Pricing Information is to be submitted in MS Word format to allow the Employer to undertake the necessary calculations for the financial evaluation. In addition, the Activity Schedules and Schedule of Rates, however, should be printed and signed and submitted in PDF format.

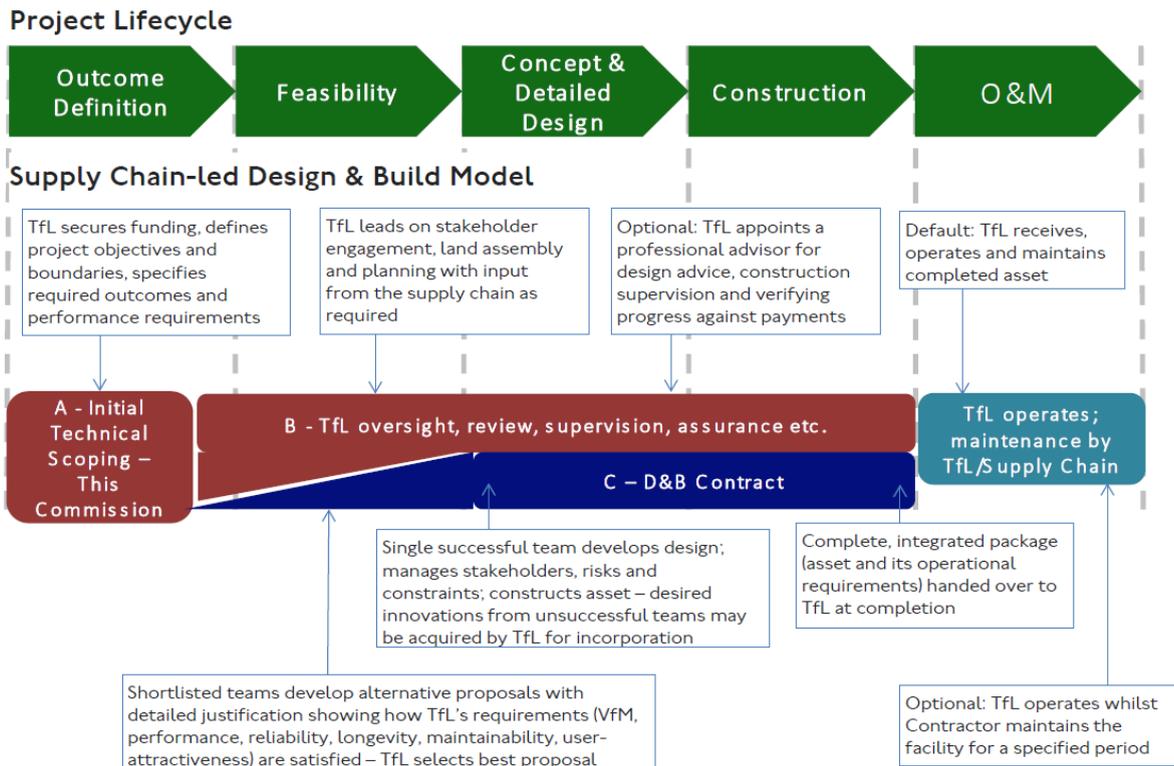
### **4.16.3 Conflict of interest**

If any conflict of interest or potential conflict of interest between the Tenderer, the Tenderer’s advisers, the Employer’s advisers or any combination thereof becomes apparent to the Tenderer, the Tenderer shall inform the Employer immediately. In such circumstances, the Employer shall, at its absolute discretion, decide on the appropriate course of action. If the Employer becomes aware of any conflict of interest that the Tenderer has not declared to the Employer, the Tenderer may be disqualified from the procurement process.

## **4.17 Participation in Future Tenders**

The below diagram details what opportunities TfL believes are available for this project:

## Proposed Delivery Model



TfL believes that there is no conflict of interest for participation in future tenders for Sub-Consultants/Contractors who are providing specialist advise to any consultant who is bidding as part of this tender (A). It should be noted that all information that is produced or provided by any Sub-Consultants/Contractors will be shared with the successful D&B Contractor (C). Any Sub-Consultants/Contractors are permitted to bid for either future opportunities under this project; the D&B (C) and Delivery Partner (B), but is not permitted to supply both roles.

If a Tenderer is able to demonstrate that they are able to provide, in TfL's opinion, extremely strong Information Barriers between different parts of its organisation then TfL would accept that those Tenderers would be able to bid any future work related to the project, contracts (A), (B) and (C). However a Tenderer will not be permitted to win all three pieces of work and must be a combination of contracts (A) + (B) or contracts (A) + (C).

If a Tenderer is unable to demonstrate that they are able to provide, in TfL's opinion, Information Barriers between different parts of its organisation then TfL would accept that the successful Tenderer for contract (A) would be able to bid any future consultancy work related to the project (B), but that this would not include the D&B contract (C).

If a Tenderer is unable to demonstrate that they are able to provide, in TfL's opinion, Information Barriers between different parts of its organisation, but wishes to tender for the D&B contract (C), TfL will be unable to award a contract to the Tenderer for this contract (A) and will be unable to tender for any other future consultancy work related to the project (B).

## 5.0 TENDER RESPONSES AND EVALUATION

### 5.1 Tender Returns

Deadlines are as stated in Table 2 below. This timetable may be subject to change and, in the event of such change, all Tenderers will be informed. The Employer reserves the right not to consider any Tenders received after the submission deadlines or which are in any way incomplete. If and when the Employer accepts a Tender, a notification shall be sent to each of the Tenderers via the e-portal, <https://eprocurement.tfl.gov.uk>. Tenderers are further reminded that any qualifications outside of those permitted made by them to the terms forming part of this ITT may lead to their Tender being rejected.

Tenders shall be submitted in two separate attachments, clearly marked 'Quality Submission A' or 'Contractual Submission B' as listed in Section 3.2: 'List of Documents to be Returned with Tender' of this Volume. Tenderers should submit these attachments via the e-portal, <https://eprocurement.tfl.gov.uk>, no later than the submission deadline for Quality Submission (A) and Contractual Submission (B) stated in Table 2.

Tenders received after the deadline will be declared invalid and rejected unopened by the Employer. It is suggested that Tenderers make arrangements for Tenders to be uploaded at least three hours prior to the deadline.

**Table 2 Tender Returns and Methods**

Submission	Method of Submission	Deadline
Quality Submission A	Attached zipped file containing all Quality submission documents.	12:00 (midday) on 10 April 2017
Contractual Submission B	Attached zipped file containing all Financial submission documents.	12:00 (midday) on 10 April 2017

### 5.2 Evaluation

The objective of the evaluation process is to select the "Most Economically Advantageous Tender (MEAT)". The "MEAT" is determined as the highest evaluated score in a **70:30** combination of Quality and Price scores respectively.

Each evaluation is performed by separate evaluators, evaluating with different perspectives. The Quality Submission (A) and Contractual Submission (B) will be evaluated in parallel.

A Tender may be rejected if it fails to meet the requirements for that stage or is missing any of the documents that have been requested. Tenderers need to ensure that there is no requirement to refer to information contained in the other submission (Quality (A) or Contractual (B)) and that all relevant information is contained within the Submission in question. Evaluators must not require any other reference information or former knowledge of the Tenderer.

The Tender that provides the best combination of Quality and Contractual scores and its closest rivals shall be put forward to a final assessment panel where the overall result will be assessed to check that nothing has been omitted and to highlight any additional measures which may need to be applied to the Contract to mitigate risks surrounding the final combination choice.

### **5.3 Quality Submission A**

#### **5.3.1 Qualification**

This shall account for 70% of the marks awarded to each Tender.

#### **5.3.2 Basis of Quality Evaluation**

Responses are required to the questions found in Table 3. The Quality Submission is the Tenderer's opportunity to demonstrate its understanding of the technical requirements and scope of the Contract and to present its proposals for meeting or exceeding levels of service, quality and efficiency and providing innovation.

The Tenderer shall be required to confirm that its Tender is compliant and provide any supporting evidential material. The Tenderer shall also confirm that the relevant insurance policies will be in force as documented in Contract Data Part 1.

Details of the Employer's requirements can be found in Volume 2. Tenderers will need to describe their approach, programme, quality and safety controls and staffing, and show how this will improve the standard of work they can provide. Typically, the Employer would seek to identify the Tenderer's approach to meeting or exceeding the specified standard.

Within each Tender, Tenderers should provide a document setting the scene for their Tender and highlighting specific features. The list of questions requiring specific responses is included in Table 3 below. Tenderers should answer the questions posed directly incorporating all of the material they consider relevant and important to the response.

The Quality Submission must not contain any of the pricing information which forms the Contractual Submission of the Tenderer's Submission.

Accompanying the Quality Submission should be the Freedom of Information – Reserved Information as found in Volume 0, Appendix A.

#### **5.3.3 Quality Marking System (Quality Submission A)**

Evaluators will review the Tenderer's response(s) to the questions, and evaluate against each criterion and award a Grade as per the description in the Table 4 for each assessment criterion and evidence recorded. Each main criterion has a weighting as shown in Table 3. Marks will only be based on all of the information supplied in the Submission and awarded according to the level of confidence the evaluators have that the Tenderer/candidate will deliver the Contract objectives. No past experience, assumptions or prior knowledge of the company, its personnel or information will be taken into account for any aspect of the evaluation. The evaluation will solely be based on the evidence provided within the Tender. The higher the total score, the lower the risks to delivery and the more confidence the Employer can have that best value can be delivered.

**Table 3 Detailed Quality Criteria and Weightings**

Main Criteria	Sub-criteria	Question Weighting	Question Threshold	Page Limit
<b>1. Methodology and Approach</b> Methodology and approach, demonstrating an understanding of the Employer requirements (scope, quality and programme) and the ability to deliver the services required	<b>1.1 Understanding of the Requirements</b> Tenderers to provide detailed description of their understanding of the scope of the works, the Project and project objectives, the expected quality of the commission	5%	Good Confidence	3 x A4
	<b>1.2 Detailed Works Programme</b> Tenderers to provide a detailed programme setting out their proposals and indicate all activities in a detailed Gantt Chart format.	5%	Good Confidence	1 x A3
	<b>1.3 Approach to Providing the Services</b> Tenderers to provide details of how they will adapt, in a cost efficient manner, to any changes in the scope of the Project, how they will resource for an aggressive timetable and their ability to work within an integrated client team.	10%	Good Confidence	2 x A4
	<b>1.4 Approach to identifying constraints and dependencies</b> Tenderers should provide a description of their approach to identify, review, classify, refine, assess, and report the potential constraints and dependencies related to the objectives of the Project	10%	Good Confidence	1 x A4
<b>2. People and resource</b> The skills, experience, knowledge and resources of your team relevant to the support required for the bridge.	<b>2.1 Management Staff &amp; Experience</b> Tenderers should provide the names, education and professional qualifications, training records and practical relevant experience of the two key management staff to be employed in performing this contract, namely the Project Director or equivalent with overall responsibility for the contract and the Senior Manager who will have responsibility for the day-to-day operation of the contract. Emphasis should be placed on practical relevant experience of delivering civil engineering infrastructure over a major navigable waterway in a major metropolitan city centre and work with a statutory regulatory authority.	30%	Good Confidence	2 x A4
	<b>2.2 Delivery Team Staff &amp; Experience</b> Tenderers should provide the names, education and professional qualifications, training records and practical relevant experience of all other key staff and how they demonstrate compliance with the capability requirements of the projects. Emphasis should be placed on practical relevant experience of delivering civil engineering infrastructure over a major navigable waterway in a major metropolitan city centre and work with a statutory regulatory authority. This should detail experience of working on similar types of structures, locations etc.	30%	Good Confidence	2 x A4 sides per person

	<p><b>2.3 Service Resourcing</b> Tenderers should provide details of how they intend to resource the delivery of the service. Details of any joint ventures, sub-contracts etc. shall be provided. Tenderers should provide details of the services which they anticipate will not be resourced in-house, and demonstrate how this interface will be managed and resilience provided-</p>	10%	Good Confidence	1 x A4
<p><b>3. Information Barriers</b></p>	<p><b>3.1 Information Barriers</b> Tenderers should confirm if they may wish to tender for the Design and Build (D&amp;B) contract, in any capacity.</p> <p>If there is a desire to tender for the D&amp;B contract, Tenderers must provide a description of their proposed information barrier, including, as a minimum; confirmation that they have sufficient resources to meet both requirements this opportunity and the D&amp;B contract with an information barrier in place; a description of how their information barrier would operate; and their experience of working with information barriers.</p>	Pass/Fail (see section 5.3.3 (Page 23) of Volume 0 below)	Pass	2 x A4

The page limits stated in Table 3 shall be adhered to. These page limits are exclusive of any pictures or diagrams which shall be included in an appendix to the response so the Employer is able to verify that page limits have not been exceeded. Reference to additional text, pictures or diagrams that fall outside of the page limit shall be clearly stated in the response and labelled correctly so that evaluators are able to easily recognise what section of the Quality criteria the additional text, pictures or diagrams relate to. The Employer may consider information contained in pages that exceed the stated page limits at its discretion.

Tenderers must achieve the minimum threshold score for each Section as shown above in Table 3 for a particular Tender to be considered compliant.

Guidance is provided in Table 4 as to the standards to be used in awarding scores in the Quality Submission evaluation. The Employer will convene a Quality Evaluation Panel composed of specialists in their particular fields who will use their experience and judgement to individually form an opinion on each Tenderer's Submission. Scores are awarded as follows:

**Table 4 - Basis for Quality Scoring**

Grade	Scoring Rationale	Score
Major concerns	Major concerns with the response and meeting the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has an understanding of the project objectives or main management and technical risks. Little or no evidence has been provided to support the response.	0
Concerns	Some concerns with the response and meeting the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has an adequate understanding of the project objectives or main management and technical risks. Little or no evidence to support the response.	1
Minor concerns	Some minor concerns with the response and meeting the requirement. The response demonstrates only a weak understanding of the project objectives and coverage of the main management and technical risks is weak.	2
Moderate confidence	Moderate confidence with the response and meeting the requirement. The approach demonstrates an adequate understanding of the project objectives and covers the main management and technical risks.	3
Good confidence	Good confidence with the response and meeting the requirement. The approach demonstrates a good understanding of the project objectives. It deals fully with the main management and technical risks and provides for delivering continuous improvement over the life of the project.	4
Very good confidence	Very good confidence with the response and meeting the requirement. The approach demonstrates an above average understanding of the project objectives. Uses innovative approaches to deal comprehensively with the main management and technical risks, and is likely to maximise performance and deliver continuous improvement.	5
Excellent confidence	Excellent confidence with the response and meeting the requirement. The approach has been tailored specifically to suit the project objectives, uses innovative techniques and identifies factors with measures that will be achieved to deliver continuous improvement and add value over the life of the project.	6

The description for the Scoring Criteria 3.1 Information Barriers is as follows:

Pass – The Tenderer will not bid for the D&B contract related to this project  
OR

The Tenderer does intend to bid for the D&B contract related to this project and has in TfL’s opinion strong Information Barriers that will not allow a leak of information and has sufficient resources to meet both requirements.

Fail – The Tenderer does intend to bid for the D&B contract related to this project and does not, in TfL’s opinion, have strong Information Barriers and/or sufficient resources to meet both requirements.

Following marking by the individual evaluators, a consensus meeting will be held where all of the evaluators will discuss evidence and agree scoring. The consensus score agreed by all evaluators will be taken as the final score for each criterion. Consensus scores will also include any amendments to scores following post-tender clarification meetings. Tenders will be ranked according to the scores achieved in evaluation of the written submission.

For each item the weighted mark taken forwards in the evaluation is calculated by multiplying the Grade by the weighting factor. The Tenderer's scores need to exceed each Sub Criteria Question Threshold score.

The Employer reserves the right not to give further consideration to any Tenderer who does not meet any of these criteria and will not open Submission B - Financial.

## **5.4 Contractual Submission B**

### **5.4.1 Qualification**

This shall account for 30% of the marks awarded to a particular Tenderer.

### **5.4.2 Content**

Submission B is the Tenderer's opportunity to submit its rates and prices and present its proposals for best value. Submission B must not contain any of the Quality aspects of the Tenderer's submission.

### **5.4.3 Submission**

Volume 1 – Annex B1 contains a table which shall be used as the basis for the financial evaluation.

Tenderers shall complete Annex B1 of Volume 1. The completed Pricing Schedule shall be submitted in MS Word format as part of the response to Contract Data Part 2, as stated in Section 3.2 of this document.

Tenderers shall include rates in Table 1 for all roles identified under each of the rows and any named individuals identified in the Quality response.

Tenderers shall submit their Pricing Schedule based on the scope set out in Volume 2.

### **5.4.4 Contract Cost Model (CCM)**

The Employer has developed a Contract Cost Model (CCM) which will be used for tender evaluation purposes. The CCM enables the Employer to employ a consistent structure to ensure comparability across all Tenders.

The CCM takes account of:

- The Tenderer's submitted day rates in Annex B1, Pricing Schedule.
- The Employer's anticipated effort required by the successful Tenderer.

The CCM will generate a ***Notional Tender Price*** for evaluation purposes.

The Pricing Schedule in Annex B1, Contract Data Part 2 shall be used as the basis for the financial evaluation.

### 5.4.5 Evaluation

Evaluation of the Tenderer's Submission will involve checking:

- (i) that every price and rate required has been entered by the Tenderer;
- (ii) that there are no obvious anomalies;
- (iii) and that there are no qualifications in the Tenders.

The Employer will seek to clarify and understand any anomalies it finds.

Scores will be generated for each Tenderer from the Notional Tender Price as follows:

A reference price / "Reference Mean Value" is calculated by taking the mean price of the three lowest priced Tenders. This Reference Mean Value is given 50 (fifty) percent of the total financial marks available;

Each Tenderer's price is divided by the Reference Mean Value and calculated as a percentage;

Proportionally 1 point is deducted from an initial total of 50 percentage points for each Tenderer for each percentage point above the Reference Mean Value; and

Proportionally 1 point is added to 50 points for each Tenderer for each percentage point below the Reference Mean Value.

Please find below an example of this calculation:

Prices stated below are used as examples only and are not indicative of the budget for this project:

Tender A = £260K (From Cost Model)

Tender B = £280K (From Cost Model)

Tender C = £220K (From Cost Model)

Mean Price = £ 253.3K = 50 percentage points.

Deducting or adding points depending upon the amounts the assessed tender prices are above or below the mean price:

Tender A:	£6.7K above mean price = 2.64 pts	50 – 2.64 = 47.36% pts
Tender B:	£26.7K above mean price = 10.54 pts	50 – 10.54 = 39.46% pts
Tender C:	£33.3K below mean price = 13.15 pts	50 + 13.15 = 63.15% pts

Any anomalies in the Price/s submitted may result in tenderers being asked for an explanation.

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

If the assessment shows that a bidder's tender may be abnormally low, then TfL will request from that bidder a written explanation of their tender, or of those parts of their tender, which TfL considers contribute to the tender being abnormally low. On receipt of a bidder's written explanation, TfL will verify with the bidder the tender or parts of the tender.

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

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

Tender prices that are greater than 20% above the mean price of the 3 lowest tenders may be rejected.

***Tenderers shall ensure that the Quality Submission and the Contractual Submission are submitted in 2 separate attachments (zipped). If the Quality submission contains any details regarding pricing, the Tenderers submission may be deemed non-compliant.***

#### **5.4.6 Summation of scores**

The marks for Quality (Submission A) and Contractual (Submission B) will be weighted in the ratio **70:30** respectively and added to provide the overall Tender score.

Tender combinations are then ranked in order of highest scores, representing the best value solution.

#### **5.4.7 Final Assessment Panel**

This panel will consider the findings of the Evaluations and will use these to confirm the MEAT solution to be adopted.

The panel will be made up of a mixture of evaluators with support from the Employer's Commercial Directorate in a balanced combination.

The panel will recommend a MEAT combination along with necessary actions and risks associated with adopting this Tender to the Project Board, for approval to proceed.

The panel reserves the right to test the credibility of the combined Quality and Contractual Submission, in particular where a Contractual Submission appears abnormally low in light of the Quality Submission or vice versa, and reserves the right to request the bidder to justify its Submission in these circumstances. In the event that the bidder is unable to justify the Submission, the Employer reserves the right to adjust the score achieved by such a bidder.

#### **5.4.8 Contract Award**

Once the Employer has approved a contract award decision, notification of its intention to award a Contract will be sent to all Tenderers, followed by the contract documents for execution. The start dates will be confirmed with the successful Tenderer at this stage.

#### **5.4.9 Data Transparency**

The UK government is committed to greater transparency in the public sector. Accordingly the Employer reserves the right to publish tender documents, contracts, and data from invoices.

The Employer may at its absolute discretion redact all or part of the contract and/or the information extracted from invoices prior to publication and may take account of exemptions that would be available under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

The Employer may at its absolute discretion consult with the service provider regarding any such redactions. However the Employer will make the final decision regarding publication and/or redaction.

## **APPENDIX A – FREEDOM OF INFORMATION ACT**

### **GUIDANCE TO TENDERERS AND CONTRACTORS ON TFL'S POLICY FOR ACCESS TO INFORMATION**

#### **BACKGROUND**

The Freedom of Information Act 2000 (FOIA) gives the public a legal right of access to information held by public authorities. The public now has a right to know about our work and it is our duty to operate with openness and transparency.

A person making a FOIA request is entitled to two things, unless an exemption applies. These are:

- a) To be informed whether we hold information of the description requested;  
and
- b) If so, to have that information communicated to him or her.

How does this affect you?

All information held by the Employer is caught by the FOIA. The rules about disclosure apply regardless of where the information originated. This means that all the following types of information may be subject to disclosure:

- Information in any tender submitted to us;
- Information in any contract to which we are a party (including information generated under a contract or in the course of its performance);
- Information about costs, including invoices submitted to us;
- Correspondence and other papers generated in any dealing with the private sector whether before or after contract award; and
- This means the Employer will be obliged by law to disclose such information unless an exemption applies.

The legal obligation to respond to requests from the public under the FOIA rests with the Employer. TfL must therefore respond to requests as we see fit in our sole discretion. This Guidance explains our policy on the disclosure to the public of information about our private sector suppliers.

#### **GENERAL RULES ON DISCLOSURE**

In the absence of special circumstances:

- a) All Invitations to Tender published by the Employer will be available to the public on request;
- b) Responses to tenders will be held in confidence until award;
- c) Information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.

Any person tendering for or contracting with the Employer must notify the Employer during the tendering or negotiating process of information that they consider being eligible for exemption from disclosure under the FOIA. Such notification must be made in the form of the Appendix to this Guidance Note. Such information must be referred to as reserved information.

Information not identified as reserved information in the way described above will be made available by the Employer on request.

## **RESERVED INFORMATION**

Information which you wish to put forward as reserved information must clearly describe, with supporting detail:

- a) The information itself, or the class(es) of information; and
- b) Why, in your opinion, that information is exempt from disclosure. Grounds for exemption may be one or more of the following:
  - The information is a trade secret;
  - The disclosure of the information would prejudice the commercial interests of any person or organisation;
  - The information will be disclosed by you to the Employer, and the nature of the information, or the circumstances of its disclosure, or other circumstances, justify the acceptance by the Employer of an obligation of confidence in relation to that information;
  - The information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; or
  - Any other specific exemption under the FOIA.

All decisions about disclosure of information will be made at the sole discretion of the Employer. The exemption that applies to trade secrets and to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA. This means that the Employer is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the public interest in upholding the exemption.

Information that is agreed by the Employer to be reserved information will be listed in a document that will also:

- a) Specify which exemption(s) may apply to each piece or class of information; and
- b) Indicate when it is likely information can be made available, or (if this is the case) that it is unlikely ever to be made available.

The Employer may disclose your justification for classifying information as reserved information.

Information that is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the contract supply.

Information relating to the overall value, performance or completion of a contract will not be accepted as reserved information, although the Employer may choose to withhold such information in appropriate cases, at its sole discretion.

You may designate unit prices or more detailed pricing information as reserved information.

## **OTHER GUIDANCE**

Although the Employer is not under any obligation to consult you in relation to requests for information made under the FOIA, we will endeavour to inform you of requests wherever it is reasonably practicable to do so.

Contracts with the Employer may require you to supply information to us, or provide other assistance, pursuant to any FOIA request received by the Employer.

You should be aware that the Employer'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.

