TfLRoundelB&WTransport for LondonTfLRoundelB&W

Volume 1

The Invitation/Instructions

\*\*SSQ STAGE DRAFT ONLY\*\*

Invitation to Tender (ITT)

for Administration of CLOCS Concessionaire

OJEU Ref : xxxxxxxx

TfL Reference Number: tfl\_scp\_002045

|  |  |  |
| --- | --- | --- |
| Version: |  |  |
| Date: |  |  |

Transport for London

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# Introduction

**1.1 Overview**

1.1.1 This Invitation to Tender (ITT) is being issued to those Bidders who have responded to the proposal to appoint a Concessionaire for the Administration of CLOCS as advertised by Transport for London (TfL) in the Contract Notice Reference No: [xxxxxxx] and that have been shortlisted to partake in the selection process following evaluation of their Standard Selection Questionnaire (SSQ).

1.1.2 Bidders are reminded that they are only eligible to tender if they were successfully shortlisted.

1.1.3 This ITT is conducted in accordance with the Concession Contracts Regulations 2016 (the Regulations).

1.1.4 This process is also conducted in accordance with TfL’s drive to deliver best value whilst meeting its own requirements. At the end of this selection process, TfL may choose to award a contract/s. Any contract/s which TfL awards will be to the bidder/s who submitted the most economically advantageous tender/s (MEAT), as described in this ITT.

1.1.5 Transport for London’s contact details can be found in Paragraph 1.2.6 of this document.

1.1.6 You are required to respond to all sections of this ITT within the timescales stated within this ITT.

1.1.7  Definitions used in this document are provided in Volume 2 (the Specification) and Volume 3 (the Contract) of this ITT.

1.1.8 Please complete and return the ITT Acknowledgement (at Appendix 4 to this Volume 1) within seven (7) days of receipt of the ITT.

## Document Structure

### This ITT contains three (3) volumes:

### **Volume 1:** The Invitation/Instructions

### **Volume 2:** The Specification

### **Volume 3:** The Contract

### **Volume 1** (The Invitation/Instructions) provides Bidders with details of how to tender for this opportunity.

### **Volume 2** of this ITT (the Specification) sets out TfL’s requirements.

Volume 2 will ultimately form Schedule 3 of the Contract and the successful Bidder/s will be required to carry out the Services in accordance with the terms of the Contract.

### **Volume 3** of this ITT (the Contract) will form the basis for the Contract between TfL and the successful Bidder/s.

Background

## Introduction

## CLOCS programme was developed in 2013 to take forward the recommendations of the above research and revolutionise the management of work related road safety within the sector. Whilst the original research was commissioned to look at issues relating to particular cycling incidents, it was quickly recognised that the safety of all vulnerable road users and wider improvements to safe HGV and other commercial vehicle operations was in scope. CLOCS aims to achieve a visionary change in the way the construction and other industries manage work related road risk.

## Contract History

Following a competitive exercise in 2013 and 2016, CLOCS is operated under a Service Level Contract. Since 2016 that contract has been delivered by SECEB.

**CLOCS Champions**

The scheme experienced significant growth in terms of accredited operators within the first three years. There are around 350 CLCOS champions. These renew each year at a cost of £600 per champion.

**Construction Logistics Plan (CLP) Training**

SECBE also deliver the Construction Logistics Plan (CLP) Training days 1 – 3. More information about the training can be viewed below.

<https://clocs.org.uk/newsarticle/165/NewsArticles>

There are different charging regimes for each course depending on circumstances. Each course is, at the time of writing, being delivered online due to COVID. Going forward a mix of online and classroom based training may be required.

**Site Access Traffic Marshal (SATM)Training**

CLOCS is also responsible for the delivery and accreditation of SATM courses. More information on SATM can be found here. A new supplier will be expected to continue to provide this service.

<https://www.clocs.org.uk/page/satm>

## CLOCS future administrative model

Following an extensive stakeholder engagement exercise in 2020, the scheme’s operational and administration model will remain to address industry concerns and ensure the continued growth of CLOCS.

The current CLOCS contract was awarded in 2016 to SECEB

This Invitation to Tender is seeking a Concessionaire for the administration and development of the CLOCS contract with full services commencing from 1st December 2021 for five years, with a two year and six month break clause.

## CLOCS tender

There will be a competitive procedure to drive the ability to deliver the contract

The new service provider must engage in a Transition Phase/handover from the incumbent CLOCS Administration, for a specified duration. This is set out in the Specification and the Terms and Conditions.

The duration and details of the responsibilities of the Concessionaire during the project transition, together with handover documentation, are located in the Specification Component 8 and Appendices.

## Transport for London – Overview

TfL was created in 2000 as the integrated body responsible for London’s transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London’s Transport Strategy and manage transport services to, from and within London.

TfL manages London’s buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city’s 6,000 traffic lights, TfL also regulates London’s taxis and private hire vehicles and the Congestion Charge scheme.

Further background on what TfL does can be found on the TfL website:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

## Overview of the Administration of CLOCS

As stated in the Specification.

# The SELECTION Process

## Introduction

This section describes the selection process following issue of this ITT. TfL reserves the right to modify the process to the extent permitted by law, and to notify Bidders of the same.

## The Procurement Process

TfL is conducting this procurement under the Regulations.

## Supplier Selection Questionnaire (SSQ) Stage

Bidders have been selected using a Supplier Selection Questionnaire (SSQ) on a pass/fail basis with scoring, so that the top Four (4) candidates only may enter the ITT stage. Barring any criminal or other similar Part 1 disqualifications, participants in the SSQ that have not got through are advised to harness the opportunity to re-enter the process by being a sub-contractor to other suppliers (e.g. for specific Components found in the Specification) using the mutual NDA process as stated in the SSQ. For avoidance of doubt, this means that those suppliers which have not got through the SSQ stage are not necessarily excluded from bidding and can sub-contract to other Bidders.

Important: Relevant sections of the SSQ shall be re-completed and submitted by the Bidder if subcontractors are introduced during the second ITT or subsequent round in the process to address each specialism supported and must be submitted by the deadline with each bid stage.

## Invitation to Tender Stage

This ITT has been issued on ProContract with a fixed set of questions as shown in Table 6. Initial bidder responses on ITT Terms and Conditions, limited to the specific clauses as stated below, will be received using the Contract Response Template. Any other responses on Terms and Conditions will not be responded to, except where TfL unilaterally considers the change(s) necessary to clarify and maintain a non-discriminatory process which is fair to all Bidders, or that is necessary to enable the process to continue on a competitive basis without providing any individual supplier(s) a competitive advantage.

Following receipt of the Initial ITT responses, responses will be scored based on the evaluation criteria below, and there will be a down selection to four (4) Bidders. TfL will engage in clarifications with the four (4) highest scoring individual suppliers on the Specification, Appendices and the bid responses, which arise during evaluation.

Negotiations will take place with the **four (4) bidders** on particular contract Terms and Conditions but ONLY on the following:

### The requirement for a parent company guarantee documents or other security, and wording of the proposed parent company guarantee;

### Liability cap; and

### Insurance levels

For avoidance of doubt, the Specification is not negotiable, and any items in the contract not explicitly stated above will be excluded from negotiations.

The remainder of the procurement will be conducted using the following process:

### TfL will run a Final Offer Tender stage.

### Final Tenders shall include the proposed Terms and Conditions reflecting the process above. For bidders to submit a compliant bid to the second round ITT they will need to confirm acceptance of the updated Terms and Conditions.

### TfL’s evaluation of these Final Offer Tenders using the criteria below will result in the highest ranked tender being recommended for contract award.

In the unlikely event that two or more Bidders have exactly the same aggregate score (the aggregate score being rounded up to two decimal places), then the Final Offer Tender which has the highest combined score on component 4 and 6 will win.

**PLEASE NOTE:** No information in this document is or should be relied upon as an undertaking or representation as to TfL’s ultimate decision in relation to the CLOCS Concessionaire. TfL reserves the right without notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. Moreover, TfL reserves the right to provide further information or to supplement and/or to amend the procurement process for this ITT. You enter into this procurement process at your own risk. TfL shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether or not TfL has made changes to the procurement process.TfL also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a Contract/s, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, TfL will not reimburse any expenses incurred by any person in the consideration of and/or response to this document. You make all tenders, proposals and submissions relating to this ITT entirely at your own risk.

## Format of Tenders

## The required format for Initial Offer tender can be found in Section 4 to this Volume 1.

## Bidders’ Costs

Bidders are reminded that they are solely responsible for any bid costs, expenditure, work or effort that they incur as a result of their participation in this procurement, including if the procurement is terminated or amended by TfL.

## Procurement Timeline

Key dates for the procurement process are stated below in Table 1 (Indicative Procurement Timetable). These are provided for your **guidance only** and may be subject to change. Bidders will be informed of any indicative changes via ProContract.

Table 1: Indicative Procurement Timetable

|  |  |
| --- | --- |
| **Activity** | **Date Complete** |
| SSQ Issued | 01/06/2020 |
| Draft ITT Issued | 01/06/2021 |
| SSQ Evaluations | 01/07/21 |
| SSQ Consensus | 08/07/2021 |
| ITT Issued Date | 19/07/2021 |
| ITT Final Clarification Close Date | 09/08/21 |
| ITT Return Date | 16/08/2021 |
| ITT Evaluation | 06/09/21 |
| Final Consensus meeting | 15/09/2021 |
| Contract Award recommendation | 20/09/2021 |
| Stand Still Period Commencement Date | 27/08/2021 |
| Stand Still Period End Date | 30/09/2021 |
| Contract Award | 01/10/2021 |

3.6 NOT USED

## Contact with TfL

### 1.2.1 All contact with TfL in relation to this procurement process shall be made via the TfL electronic tendering portal: <https://procontract.due-north.com/Login>

### **PLEASE NOTE:** Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of TfL and/ or any of its subsidiaries by any person concerning this procurement may result in the disqualification of the person and/or the relevant organisation from consideration for contract award.

### 1.2.2 You must submit any questions relating to this ITT via the ‘messaging’ facility on TfL’s e-Tendering portal (found at: <https://procontract.due-north.com/Login>) no later than the ITT clarifications deadline stated in Table 1 (Procurement Timetable) of Paragraph 3.5 above.

### 1.2.3 TfL will endeavour to respond via ProContract within five (5) business days to questions that Bidders raise during the procurement process.

### 1.2.4 Bidders shall ensure that all clarification questions to TfL are clearly marked as being considered by the bidder as either ‘General’ or ‘Specific’.

### 1.2.5 Bidders shall be aware that:

1.2.5.1 If, in TfL’s view, questions are of a general nature, TfL will provide copies of questions, together with answers, to all Bidders;

1.2.5.2 If, in TfL’s view, questions are of a specific nature, TfL will provide copies of questions, together with answers, only to the bidder seeking clarification; and

1.2.5.3 If, in TfL’s view, questions are of a general nature, but the bidder seeking clarification has marked them as specific, TfL will contact the bidder to check whether the bidder wishes to withdraw its questions prior to answers being provided. In the event of the questions not being withdrawn, TfL will provide copies of the questions in a suitably anonymous form, together with answers, to all Bidders.

1.2.5.4 The clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of Bidders

1.2.5.5 Questions received **after five (5) working days** prior to each bid submission date **as stated on the ProContract portal** will likely not be answered; however, the TfL electronic tendering portal will remain open for general communications until the tender return deadline. It is the responsibility of the bidder to ensure that it raises any clarification question in sufficient time to enable TfL to respond.

### **PLEASE NOTE:** TfL reserves the right not to answer ITT clarification questions which it receives after the ITT clarification deadline.

### 1.2.6 In exceptional circumstances only, contact in relation to this procurement can be made with the following representative of TfL:

xxxxxxx

Commercial Manager

Transport for London

Palestra - 10th Floor Yellow Zone

197 Blackfriars Road

London SE1 8NJ

Email: [xxxxxxxxx@tfl.gov.uk](mailto:xxxxxxxxx@tfl.gov.uk)

Telephone: xxxxxxxxxx

## Clarification

As part of the procurement process, TfL anticipates holding clarification meetings by conference calls, MS Teams or Zoom with all Bidders shortlisted. These meetings/conference calls will be to discuss any aspect of the Bidders’ Initial Offer tender and provide feedback on its strengths and weaknesses prior to the Next or Final Tender evaluation stage.

Clarification and limited negotiation topics (as listed above) will be issued to Bidders prior to the 1-2-1 meetings and further details on this likely element of the procurement process will be provided to Bidders in due course.

## Compliant Tenders

A compliant Initial Offer tender shall:

### Comply with the submission arrangements and conditions set out in Paragraph 3.9 (Submission Arrangements and Administrative Instructions) below;

### Address all elements as further described in Section 4 (Bidders’ Tenders) of this Volume 1 document; and

### State compliance with all elements stated in the Financial Provisions Schedule 5.

## Submission Arrangements and Administrative Instructions

This section describes submission arrangements for Bidders’ Initial Offer tender response.

Bidders shall upload their Initial Offer tender to TfL’s online e-Tendering portal: <https://procontract.due-north.com/Login>

A single WinZip file will need to be uploaded for the each of the submissions as follows:

### The Quality Submission shall be in one WinZip file named as the below format:

### *[Bidder Name]* ‘Quality’

### The Commercial Submission shall be in one WinZip file in the below format:

### *[Bidder Name]* ‘Commercial’

### The Responsible Procurement Submission shall be in one WinZip file in the below format:

### *[Bidder Name]* ‘RP Submission’

### The Financial Submission shall be in one WinZip file in the below format:

### *[Bidder Name]* ‘Financial Submission’’

### The four WinZip files shall be packaged together into a master WinZip file in the below format:

### ‘tfl\_scpxxxxxxxx*\_[Bidder name]\_*ITT\_submission’

All documents which comprise your Initial Offer tender must be received by TfL no later than 12:00 (Noon) GMT on the date stated in the portal.

For help on how to register and upload your tender, please follow the link <https://supplierhelp.due-north.com/>video tutorials, FAQs and help pages found in the Help Centre.

If you encounter any problems, please first refer to the above referenced FAQs and video tutorials. If the problem persists, please contact ‘log a ticket’ on the supplier support portal in good time and inform xxxxxxxxx the procurement lead, via email on xxxxxxxxx@tfl.gov.uk of your issue.

You are advised to upload your Initial Offer tender allowing an adequate amount of time before this deadline in order to ensure that there is sufficient time to overcome any IT problems, which may accompany the uploading of the tender.

Neither TfL nor its e-Tendering system provider will be responsible for any failure to upload data due to insufficient time being allowed by Bidders. If you encounter a problem with using the e-Tendering system website that will prevent you from submitting an Initial Offer tender before the closing date and time you must:

### Log the problem with TfL’s e-Tendering website helpdesk taking note of the time and contact details at the helpdesk; and

### Contact xxxxxxxxx using the contact details stated above.

**PLEASE NOTE:** TfL reserves the right to reject any Initial Offer tender if it has been received after the deadline.

The primary contact for any post-submission clarification questions TfL may have for the Bidders will be the person(s) the Bidder has registered on the e-tendering portal against this contracting opportunity. Bidders shall ensure there is continuous access to this email address(es) for the duration of the procurement exercise. If log-in details for an additional registered contact are required, Bidders should email the e-tendering helpdesk for further guidance ([ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com)) or click on this link to submit a ticket: <http://proactis.kayako.com/default>. Remember to include as much detail as possible, label your message as "Urgent" if it is time-sensitive and include your telephone contact information if you need to be called back.

## Rejection of Tenders

Tenders may be rejected if:

### They are not submitted by the submission date and time; or

### The complete information requested is not provided at the time of responding; or

### If they are in any other way deemed non-compliant by TfL.

## The Contract

The Contract included **at Volume 3 of this ITT** is considered capable of acceptance by any Bidder as drafted.

TfL considers the Contract to be developed, aside from any drafting notes, and does not intend to evolve the Contract significantly over the remainder of the procurement process. However, TfL reserves the right to refine the Contract in response to the Initial Offers received and discussions during the 1-2-1s.

## Tender Validity

Further to Section 8 of this Volume 1 (Form of Tender), all Initial Offer tenders will be valid for six (6) months from the date of receipt of the Initial Offer.

# Bidders’ TENDERs

## Introduction

The purpose of this section is to provide Bidders with instructions on how to structure and present their Initial Offer tender in a way that enables TfL to carry out its evaluation of Tenders.

### **IMPORTANT - You are reminded that terms and conditions of the contract are not negotiable for this tender, except where explicitly stated in Paragraph 2 (The Selection Process)**

Although Bidders are encouraged to use the maximum page limits specified for each module, tenders shall be concise, contain only relevant information and be structured as specified in this ITT. Bidders shall note that:

### **All documents and materials which comprise the response shall be written in English;**

### Bidders should place emphasis upon brevity and clarity in all aspects of your tender;

### The tender must contain a table of contents, which includes all appendices that form each part of your tender;

### All text must be in Arial font size 12 and shall be fully legible if printed in black and white;

* + Bidders shall ensure all file names clearly relate to the subject matter contained in the document and must restrict all file names to a maximum of 50 characters (otherwise files may become corrupted when downloaded from the e-tendering portal);

### Each Quality Submission module response must begin on a new page and the reference number of the relevant module must appear at the top of that page;

### The page limits stated must be adhered to. These page limits are exclusive of any pictures or diagrams, which shall be put in an appendix to the response so that TfL is able to verify that page limits have not been exceeded. TfL will not consider information contained in pages that have exceed the stated page limits;

### There is no Financial Submission for this tender. You shall ensure that any figures provided in the growth of CLOCS or in fees or set by you are fully compliant with the strict guidelines set out in the Financial Schedule of the Contract;

### Where Bidders do not respond in the format indicated by TfL, TfL reserves the right to treat these responses as non-compliant and reject any response that does not adhere to all the administrative instructions; and

### All tenders become the property of TfL upon submission and will be subject to the Freedom of Information Act 2000 (see Paragraph 7.2 for further details).

## Format of Tender

Your Initial Offer tender must comprise the following three (3) mandatory elements:

### The Quality Submission;

### The Commercial Submission; and

### The Responsible Procurement Submission

**The Quality Submission**

The Quality Submission modules on ProContract contain questions that Bidders must answer as their Quality Submission. The answers provided in your tender should demonstrate your ability to meet the requirements listed in Volume 2 (the Specification) and your proposals for doing so.

## Note about the Financial Submission

Due to this tender being for a concession there will be no pricing submission required in your response.

Tenderers are required to state compliance with the terms and charges outlined in the Schedule 5 of the Contract. Schedule 5 is non-negotiable.

## The Commercial Submission

The Commercial Submission shall consist of the following four (4) accurately and correctly completed documents:

### ITT Volume 1, Section 7 – Form of Tender;

### ITT Volume 1, Section 8 – Conflict of Interest Declaration;

### ITT Volume 1, Section 9 – Non-Collusion Declaration; and

### ITT Volume 1, Appendix 1 – Reserved Information

Bidders may NOT submit comments and suggested alternative drafting in relation to the Contract.

## The Responsible Procurement Submission

## The Responsible Procurement Submission shall consist of your response to Appendix 3 to this Volume 1.

Appendix 3 to this Volume 1 contains full details of what Bidders are required to submit in relation to the Encouraging Equality, Diversity and Inclusion and Strategic Labour Needs and Training.

# TENDER Evaluation

## Introduction

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

The award/evaluation criteria have been developed to assist TfL in deciding which bidder/s to award a contract/s to on the basis that their response represents the most economically advantageous tender/s. The award/evaluation criteria is to be used by those Bidders who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.

TfL reserves the right to revisit the responses to any questions asked at the Standard Selection Questionnaire (SSQ) stage to ensure that any changes to suppliers’ circumstances are taken into account during the tender evaluation. You are required at all times during the tender process to inform TfL of any changes to your circumstances, which changes impact on your response to the SSQ, your selection or your suitability to tender. Tenders shall be rejected from the evaluation process where a bidder subsequently fails an SSQ selection criterion due to a change in circumstance. At a later stage, Tenderers may be asked to confirm that there has not been a material change to:

### Information provided at the pre-qualification stage which may impact on your eligibility to tender, or

### Your tender, which may change the evaluation results.

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

TfL actively seeks to avoid conflicts of interest and reserve the right to reject Bidders as ineligible where we perceive an actual or potential conflict of interest. You must advise and discuss all potential conflicts of interest with the TfL contact named in Paragraph 1.2.6 of this Volume 1 prior to submission of your completed tender.

Complete Initial Offer tenders will be evaluated by TfL staff, supported by other experts, some of which may be from third party organisations:

* The Quality and Commercial and Responsible Procurement Submissions will be evaluated separately;
* Pass/fail criteria will apply as indicated. Bids which fail on any questions will not be scored any further;
* Each response or question/module will be scored as indicated;
* Indicated weightings will be applied to the remaining scored responses, and those tenders with no fails will be ranked; and
* Selection criteria (from the SSQ stage) will be revisited and any changes verified for continuing eligibility to tender.

## Quality Evaluation (100%)

### **NOTE: Bidders’ Quality scores will be based solely on the merit of Bidders’ written Quality bid submissions on each round.**

### **Any items or specifics about your response that are discussed or clarified in any 1-2-1 meetings which are not written and incorporated into your subsequent bids will NOT be evaluated.**

### **\*\*Attention all previous and incumbent suppliers and associates\*\*. None of your previous experience or knowledge of delivering the same/ similar requirements will be taken into account by TfL or by the evaluators/scorers for this evaluation.**

### The Bidder’s response shall describe the Bidder’s approach to all of the module questions and will be scored using the scoring scale detailed in Table 2 of this Volume 1. Each Quality module will be individually weighted as shown in Table 7 of this Volume 1.

### The Bidder’s Quality Submission shall address, as a minimum, the details stated in the module questions but where appropriate (and always within the page limits specified) Bidders shall include any information in response to the questions that ensures their tender is wholly defined.

### **Table 2 - Quality Submission Scoring Scale**

|  |  |  |
| --- | --- | --- |
| **Descriptor Title** | **Score** | **Descriptor** |
| Unacceptable | 0 | The Bidder has provided a response that:   * **Fails** to answer the question; * Has **little or no relevance** to the requirements in the question; * Demonstrates experience and capability that are **not relevant** to TfL's stated requirements; * Is **deficient in almost all aspects**; or * Generates **no confidence** in TfL of the Bidder’s breadth of experience and capability. |
| Poor | 4 | The Bidder has provided a response that:   * Is **mostly incomplete**; * Has **limited relevance** to the requirements in the question; * Demonstrates experience and capability that are of **limited relevance** to TfL's stated requirements; * Contains **major areas of deficiency**; or * Generates **little confidence** in TfL of the Bidder’s breadth of experience and capability. |
| Meets Requirements | 9 | The Bidder has provided a response that meets **each of the following**:   * The response to the question provides a partially complete answer to the question; * The experience and capability demonstrated in the response are relevant to TfL's stated requirements, but there are some material areas of deficiency in the response; and * The answer generates a **limited degree of confidence** in TfL of the Bidder’s breadth of experience and capability. |
| Good | 16 | The Bidder has provided a response that meets **each of the following**:   * The response to the question provides a **comprehensive and relevant** answer to **most (but not all)** of the requirements of the question; * The experience and capability demonstrated in the response are **mostly relevant** to TfL's stated requirements. There are **limited areas of deficiency** present in the response, but these are considered to be **minimal**; and * The response generates a **good degree of confidence** in TfL of the Bidder's breadth of experience and capability. |
| Outstanding | 25 | The Potential Supplier has provided a response that meets **each of the following**:   * The response to the question provides a **comprehensive and highly relevant** answer to **all requirements** of the question; * The experience and capability demonstrated in the response are **totally relevant** to TfL's stated requirements. There are **no areas of deficiency**; and * The response generates a **high degree of confidence** in TfL of the Bidder’s breadth of experience and capability. |

## Financial Evaluation (pass/fail),

The Financial evaluation will be based on a compliance statement with the Financial Provisions Schedule 5 contained within Volume 3 (The Contract)

The Financial Provisions Schedule 5 contains key elements as follows:

* The guarantee that charges for CLP training and CLOCS champions charges will not exceed the current price + or – 30% unless specifically agreed with CLOCS board
* For the avoidance of doubt, the bid must state compliance with all aspects of the Financial Provisions Schedule 5 in order to pass.

## Responsible Procurement Evaluation

All Bidders’ Responsible Procurement Submissions will be evaluated on a **pass/fail** basis.

In order to attain an overall Responsible Procurement Pass, a Bidder must achieve a ‘pass’ score for each of the components outlined in Appendix 3 (Responsible Procurement) to Volume 1. Any Bidder failing to pass the Responsible Procurement evaluation will not be eligible for Contract award.

### **Table 5 - Responsible Procurement Submission Scoring Scale**

| **Criteria** | **Descriptor Title** | **Score** |
| --- | --- | --- |
| A submission that has not addressed significant parts of the requirements laid out in the ITT documentation | Unacceptable | Fail |
| A submission that has not addressed all requirements laid out in the ITT documentation | Poor | Fail |
| A submission that has addressed all requirements laid out in the ITT documentation | Meets Requirements | Pass |
| A submission that has not only addressed all requirements laid out in the ITT documentation but has progressed significantly beyond the given brief. | Good | Pass |
| A submission that has addressed all requirements laid out in the ITT documentation and demonstrates an ability to deliver Responsible Procurement measures that could become the epitome of good practice. | Outstanding | Pass |

## Commercial Evaluation (pass/fail - not scored or weighted)

The Commercial evaluation will determine whether Bidders have accurately and correctly completed and returned the following four (4) documents:

### ITT Volume 1, Section 7 – Form of Tender;

### ITT Volume 1, Section 8 – Conflict of Interest Declaration;

### ITT Volume 1, Section 9 – Non-Collusion Declaration; and

### ITT Volume 1, Appendix 1 – Reserved Information.

In addition, TfL will in relation to the initial ITT consider and assess any comments and alternative suggested drafting provided by Bidders in the Contract Response Template (Appendix 2 of this Volume 1) that relate to the following issues:

### The requirement for a parent company guarantee documents or other security, and wording of the proposed parent company guarantee;

### Liability cap; and

### Insurance levels

TfL shall in reviewing the Bidder's responses to the initial ITT not evaluate or score the bidder's comments on the above three issues. Any comments by the bidders on other contract issues will not be considered.

As set out at paragraph 2 (The Selection Process) TfL shall discuss with the Bidders down selected following the evaluation of the initial ITT the three issues set out above.

The final ITT shall each include updated Terms and Conditions to reflect the discussions above. In responding to the final round ITT Bidders must confirm that they accept the Terms and Conditions. If a Bidder seeks changes to the Terms and Conditions or makes their bid subject to variations to the Terms and Conditions or alternative contract wording, the bid shall be a non-compliant bid, and shall be considered to be a "Fail".

Notwithstanding the above, TfL reserves the right to vary the Terms and Conditions at any stage.

## Combining the Quality and Financial Evaluations

TfL will initially score all pass/fail questions at the first bid submission stage to determine whether any bidder is disqualified.

For Bidders which pass, TfL will sum up the Quality Scores.

Please note that there will be no Financial section scores on this tender evaluation. Compliance is pass, non-compliance is fail.

### 

## Weightings Guidance

Tenders will be evaluated in accordance with the following criteria in Table 6.

Table 7 – Evaluation Submissions and Weightings

\*\*Important: one Fail on any one aspect of your bid submission will mean that the rest of your bid submission will not be scored at all and your bid will be disqualified.

| **Submission** | **Category weighting** | **Section Name** |
| --- | --- | --- |
| Quality Submission | 100%  (and includes Pass/Fail elements) | See Table 7 below for Quality Submission breakdown and weightings |
| Financial Provisions Schedule 5 submission | Pass/fail | 100% Compliance with all elements of the Financial Provisions Schedule 5 |
| Commercial Submission | Pass/Fail | Signed Declarations and Assurances |
| Initial ITT – not evaluated  Subsequent ITT rounds – (see above) Pass/Fail | Comments on the Contract (see above) |
| Responsible Procurement Submission | Pass/Fail | Encouraging Equality, Diversity and Inclusion and Strategic Labour Needs and Training |

**Table 7 Weighting Criteria**

|  |  |  |
| --- | --- | --- |
|  | **Weighting %** | **Max page limit** |
| Specific Component 1: CLOCS Standard and Brand Growth | 15 | 6 |
| Specific Component 2: Scheme Administration, CLOCS board and working groups | 13 | 5 |
| Specific Component 3: Compliance, Auditing and Quality Assurance | 10 | 5 |
| Specific Component 4: Communication and Marketing | 15 | 6 |
| Specific Component 5: Best Practice, Guidance, Toolkits and Learning | 17 | 8 |
| Specific Component 6: Training, workshops and Forums | 8 | 4 |
| Specific Component 7: Commercial management | 17 | 8 |
| Specific Component 8: Mobilisation and Transition Project Plan | 5 | 3 |
| **Total** | 100 | 45 |

|  |  |  |
| --- | --- | --- |
| Table 8: Evaluation Criteria | | |
| Specification Component 1: CLOCS Standard and Brand - weighting 15% | | |
| Scoring Parameters | Sub-Weighting | |
| Please demonstrate your understanding of the scheme and the methodology undertaken within CLOCS to influence the construction industry through raising standards of vehicle operation, compliance and road safety and environmental standards.  Please provide a summary of your understanding of the requirement and role, importance of and how the Concessionaire will maintain the credibility of the CLOCS brand and image. | 15% | |
| Your approach to protecting, enhancing and managing the brand. | 25% | |
| Your approach to growing and expanding the brand, lobbying and campaigning | 60% | |
| Specification Component 2: Scheme Administration - weighting 13% | | |
| Scoring Parameters | Sub-Weighting | |
| *Running CLOCS*  Running CLOCS   * Conform you will maintain the CLOCS board and its working groups * Explain how these groups could be grown in future | Pass/Fail | |
| *Resource Allocation*  Please provide details of the proposed key resources you will allocate to achieve the requirements outlined in the Specification.  Your response shall include as a minimum:   * Proposed team structure outlining specific roles to be undertaken by each resource and the rationale behind the choice of resources. * CVs for proposed team members, key skills and competencies of staff detailing the relevant skills, knowledge and experience in relation to this requirement. * Include status regarding engagement and agreements in relation to this contract. * How conflict of interest, if any, regarding sub-contractors will be managed during the contract period. * An outline of projects undertaken by the proposed team that are relevant to this requirement. A project team is provided which have an outstanding level of skills and experience covering freight/fleet/ construction/, accreditation/membership schemes, auditing, training and commercialising assets. | 25% | |
| *Methodology and Approach to Managing Business as Usual (BAU) CLOCS Administration*  Please provide details of your proposed methodology and approach to the management and implementation of the CLOCS Administration activities.  Your response shall include as a minimum:   * A Project Plan, outlining key milestones. * An outline of the key risks, issues and dependencies. * Your approach to the day-to-day management of the CLOCS Administration. * Your approach and a draft Business Plan for the five years, with a particular focus on Years 1 and 2. * Internal quality assurance processes. * Your approach to running, consulting with and enhancing the CLOCS board and working groups | 35% | |
| *Customer Services and Customer Care*  Your response shall include as a minimum:   * Helpline, e-mail and correspondence provisions. * Proposed benefits packages for champions and members * An outline of your proposed charging plan for CLP training, SATM course accreditation and CLOCS champions | 40% | |
| Specification Component 3: Compliance, Auditing and Quality Assurance - weighting 10% | | |
| Scoring Parameters | | Sub-Weighting |
| *Auditing trainers to ensure highest standards, monitoring training outcomes, working with stakeholders*  Your response shall include as a minimum:   * Your approach to auditing and monitoring * Your approach to ensuring trainers are of the highest quality * Your approach to working with training and other stakeholders | 50% | |
| *Compliance and Quality Assurance*   * Your response shall include as a minimum your approach to ensuring standards are maintained, verified and improved. | 50% | |
| Specification Component 4: Communication and Marketing - weighting 15% | | |
| Scoring Parameters | Sub-Weighting | |
| *CLOCS Website and Marketing Materials*  Please provide as a minimum, details of your proposed CLOCS Online website development, including the production of marketing material   * Your response shall include an outline 24-month Marketing Strategy covering the period from 1 December 2021 to 1 December 2023 | 40% | |
| *Growing members and champions*   * Growth of CLOCS as a UK wide brand- specifying organisations, local authorities and accredited operators * Your response shall include how you will engage with, influence, gain support from and support such organisations * Your response will include how you aim to grow CLOCS champions and sponsors | 60% | |
| Specification Component 5: Best Practice, Guidance, Toolkits and Learning - weighting 17% | | |
| Scoring Parameters | **Sub-Weighting** | |
| *Materials and Resources*  Your response shall include, as a minimum, your approach to:   * Maintaining and updating high quality CLP materials * Your response shall include any specialist organisations or individuals proposed to be involved and your approach to working with them * Your response will include how you aim to keep CLP guidance and toolkits up to date and relevant * You will detail how you plan to embed CLOCS and CLOCS learning into the wider community * You will detail how you aim to promote and grow CLP training * You will detail how you will use best practice from across the industry to promote and improve learning | 100% | |
| Specification Component 6: CLOCS Training, Workshops and Forums - weighting 8% | | |
| Scoring Parameters | **Sub-Weighting** | |
| Your response shall include as a minimum your approach to:   * Maintaining and updating high quality training materials for non CLP focused events * Any specialist organisations or individuals proposed to be employed and their role * How safety forums and other industry events will be expanded and managed | 100% | |
| Specification Component 7: Commercial Management - weighting 17% | | |
| Scoring Parameters | **Sub-Weighting** | |
| *Best Value*  Your response shall provide, as a minimum, your approach to:   * Seeking best value in all aspects of the scheme | 10% | |
| *Account Management*  Please provide details of your methodology and approach to each element below:   * Account management structure communication channels, meetings, reporting and frequency * Performance management and Continuous Improvement | 30% | |
| *Diversifying Revenue Streams*  Your Approach to diversifying and exploring new revenue streams  Your response shall include:   * Any new revenue streams and the potential revenue values. * How these will benefit CLOCS stakeholders. * How you will reinvest any profits into CLOCS and ensure CLOCS is financially self-sustaining | 60% | |
|  |  | |
| Specification Component 8: Mobilisation and Transition Project Plan - weighting 5% | | |
| Scoring Parameters | **Sub-Weighting** | |
| The Concessionaire shall provide its:   * Transitional Plan containing the Mobilisation Plan from contract award until the Service Commencement Date to undertake the delivery of the CLOCS contract.   Your response shall include as a minimum:  A detailed Project Plan of the methodology proposed for each phase to be provided in GANTT chart format consisting of:   * Timetable of events * Proposed methodology to achieve each task * Risks and proposed mitigation for the transition period * Project management roles and responsibilities * With detailed information on: * Staff mobilisation plan with details of lead times of the assumption of each role to lead into the initial transitional project plan; * Key risks, issues and dependencies, using a RAG status; and * Mitigation plan for key risks | 100% | |

# Notice to Bidders

## Confidentiality

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

You should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 or the Environmental Information Act 2004.

## Freedom of Information

In relation to this ITT, Bidders shall provide all assistance reasonably requested by TfL to ensure that TfL complies with the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR) and all related or subordinate legislation.

TfL and its subsidiaries are obliged by law under FOIA/ EIR to supply the public with information relating to all areas of its work and are under a duty to operate with openness and transparency unless an exemption applies.

TfL shall be responsible for determining whether information is exempt information under the FOIA/ EIR and for determining what information will be disclosed in accordance with the legislation. Further information is available from: [www.tfl.gov.uk/foi](http://www.tfl.gov.uk/foi)

An individual may request:

* To be informed whether TfL holds information of the description requested; and
* If so, to have that information communicated to them.

Without prejudice to TfL’s rights and obligations under the FOIA/EIR, you should be aware that the rules about disclosure apply regardless of where the information held by or on behalf of TfL originated from, and as such the following types of information (without limitation to the generality of the foregoing) may be subject to disclosure:

* Information in any tender submitted to TfL;
* Information in any Contract to which TfL is a party (including information generated under a Contract or in the course of its performance);
* Information about costs, including invoices submitted to TfL; and
* Correspondence and other papers generated in any dealing with the private sector whether before or after Contract award.

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

* You must, in your response to this ITT and in any subsequent discussions, notify TfL of any information which you consider to be eligible for exemption from disclosure under the FOIA/EIR. Such information must be referred to as “Reserved Information” and identified in your response in the form of the table set out in Appendix 1 (Reserved Information) to this Volume 1. Information not identified as Reserved Information may be made available by TfL on request. Even information identified as Reserved Information may have to be disclosed;
* All decisions relating to the exemption and disclosure of information will be made at the sole discretion of TfL. It should be noted that TfL may disclose your justifications for exemption and any additional information relating to that which is classified as Reserved Information;
* Although TfL is not under any obligation to consult you in relation to requests for information made under FOIA/ EIR, TfL will endeavour to inform you of requests wherever it is reasonably practicable to do so; and
* Any Contract with TfL will require you to supply additional information, and/or provide other assistance, pursuant to any FOIA/ EIR request received by TfL.

TfL’s decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

For further information on exemption requests please see **Appendix 1 (Reserved Information) to this Volume 1.**

Additional information and guidance:

* The exemption that applies to information that would prejudice commercial interests if disclosed is a ‘qualified’ exemption under the FOIA/ EIR. This means that TfL is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption;
* Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the Contract;
* Information relating to the overall value, performance or completion of a Contract will not be accepted as Reserved Information, although TfL may choose to withhold such information in appropriate cases, at its sole discretion;
* Information relating to unit prices or more detailed pricing information may be specified by the you as Reserved Information; and
* For further information and guidance, please see the Secretary of State for Constitutional Affairs’ Lord Chancellor’s Code of Practice issued under section 45 of the FOIA (see [www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice](http://www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice) ).

## Equality, Diversity and Inclusion

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

TfL expects that suppliers will have in place and will implement policies to promote these principles. **See Appendix 3 to this Volume 1** for further details.

## Responsible Procurement

TfL will proactively conduct its procurement process in line with the GLA Group’s Responsible Procurement Policy. Within its obligations as a Best Value authority, and in compliance with UK legislation, TfL will adopt the principles of ‘Reduce, Reuse, Recycle’ and ‘Buy Recycled’. TfL is committed to applying these principles in its procurement of goods, works and services, where the required criteria for performance and cost effectiveness can be met. TfL will actively promote ‘Responsible Procurement’ throughout its supply chain.

Further details on TfL’s policies on Responsible Procurement can be found on TfL’s website at:

<https://tfl.gov.uk/corporate/publications-and-reports/procurement-information?intcmp=3408>

TfL expects its suppliers to have in place and implement policies to promote these principles.

## Disclaimer

Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by TfL or any of its advisers to any bidder.

Information provided does not purport to be comprehensive or verified by TfL or its advisers. Neither TfL nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the ITT documents.

No representation or warranty, express or implied, is or will be given by TfL or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.

No information in this document is, or should be relied upon as, an undertaking or representation as to TfL’s ultimate decision in relation to the Contract/s. TfL reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, TfL reserves the right to issue circulars to Bidders providing further information or supplementing and/ or amending the procurement process for this ITT. In no circumstances shall TfL incur any liability in respect of any changes. This will be subject to the requirements of UK public law.

TfL reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding a Contract/s at any time.

TfL reserves the right to award the Contract/s in whole or in part or not at all as a result of the tendering competition commenced by the relevant Notice.

## Good Faith

In submitting a response to this ITT, you undertake to provide its submission in good faith and that you will not at any time communicate to any person (other than TfL, its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of your response or of any arrangements or agreements to be entered in relation to your response.

In submitting a response to this ITT, you undertake that the principles described in this section have been, or will be, brought to the attention of all consortium members, subcontractors, and associated companies which are or will be providing goods, services or materials connected with your response.

## Accuracy of Information

In submitting a response to this ITT, you undertake that:

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

## Intellectual Property Rights

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

## Changes in Circumstances

You (including, for this purpose, each participant in any joint venture, consortium arrangement) are required to inform TfL promptly and in any case no later than fourteen (14) days, after the occurrence of:

* Any change to your corporate structure from that set out in your response to the Standard Selection Questionnaire (SSQ). This includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares, and any material amendments to a shareholders’ agreement, articles of association or similar constitutional documents;
* Any changes to any other information provided to TfL as part of the supplier selection process; or
* Any other change to your circumstances, or the basis of your response to the SSQ, which may be expected to influence TfL’s decision on your suitability for qualification for receipt of this ITT or to be selected as a Service Provider

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

TfL reserves the right, and may in certain cases be required under the procurement rules, to disqualify any bidder that has been selected to receive this ITT where the composition of the bidder’s bid vehicle, joint venture or consortium has changed after the announcement of those Bidders who pre-qualified to receive this ITT. You are therefore advised to discuss any proposed changes of this nature with TfL before they are put into effect.

Where, following notification to TfL by you at any stage, of a material change in any of the information provided in your response to the SSQ (or failure to give such notification), TfL is of the opinion that you do not have, or are unlikely by the date of commencement of the Contract/s to have an appropriate financial position, technical capacity or managerial competence, or are otherwise an unsuitable person, to be a supplier, TfL reserves the right to disqualify you from the procurement process.

## Conflict of Interest

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

## Selection of Service Providers

Before selecting you as a Service Provider at Contract award, TfL reserves the right to check and confirm:

* 1. Your financial standing including any parent company guarantees, performance bonds and other legal documents (including each member of any consortium and of any key subcontractor where it/they may impact upon the financial standing of the supplier in relation to meeting its obligations under this Contract); and/ or
  2. Your qualifications and resources (including each member of any consortium and of any key subcontractor where it/ they may impact upon the qualifications and resources offered by the supplier for this Contract); verifying all or part of your tender and in the context of any changes that may have occurred since pre-qualification.

If any of these documents are missing or are not provided, TfL reserves the right to award the Contract/s to the Bidder that achieves the next highest score as a result of the evaluation process detailed at Paragraph 5 of this Volume 1.

## Data Transparency

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

As part of a wider drive to increase transparency across the GLA Group, TfL will publish contracts in full and without redactions. This applies to:

* All contracts with a value over and above the respective EU procurement thresholds, including all orders, call offs and frameworks (including nil value frameworks if they have been created subject to procurement regulations);
* All awarded contracts when disclosed in response to a Freedom of Information Request, regardless of award date; and
* All contracts subject to a TfL press announcement.

# FORM OF TENDER

**This document must be signed and returned as part of the**

**Commercial Submission of the Initial Offer tender**

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document for the procurement of Administration and growth of CLOCS services was prepared by Transport for London (“TfL”) in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any member of the TfL group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the ITT document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested supplier or its professional advisers, and any liability therefore is excluded.
2. The provision in Paragraph 5.1 (Notice to Bidders) of Volume 1 of the ITT has been and will continue to be complied with.
3. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any Contract.
4. TfL reserves the right (on behalf of itself and its group companies) to award the contract for which tenders are being invited in whole, in part or not at all.
5. This tender shall remain open for acceptance by TfL and will not be withdrawn by us for a period of six (6) months from the date of receipt of the Initial Offer..
6. The information provided by us is true and accurate.
7. This Initial Offer tender is submitted in full compliance with the Contract terms and conditions issued by TfL.

**Please complete the following**

|  |  |  |  |
| --- | --- | --- | --- |
| Position: |  | For and on behalf of (company name): | |
| Telephone: | | | Email: |
| TfL Reference No: tfl\_scp\_xxxxxxx | | | |

# Conflict of Interest Declaration

In responding to the questions below, the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Transport for London, or that may result in an adverse impact on competition for the purposes of this procurement.

This declaration relates both to the bidding entity, members of the bidding entity and its subcontractors.

A conflict of interest includes any situation where relevant staff member(s) of a Tenderer have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement and/or which might affect the integrity of the contract award.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below, please provide full details as a separate attachment.

| **Questions** | **Yes / No** |
| --- | --- |
| Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-Contractor/ sub-consultant) with any firm that supplies products, works or services to TfL or is currently tendering to do so? |  |
| In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/ works/ services) with any other company acting as a supplier to TfL? |  |
| At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to TfL? |  |
| At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of TfL? |  |
| Is there any occasion where you or members of your organisation or supply chain may use TfL resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than TfL? |  |
| Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with TfL e.g. through personal or working relationships with current or former employees or through prior employment with TfL or third party suppliers or in connection with the Hydrogen Refuelling Station. |  |

I, as representative of all companies associated with the bidder’s Initial Offer submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify TfL promptly and no later than 28 days of becoming aware of such information and undertake to take such action as TfL may reasonably direct.

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Designation: |  |
| Company: |  |
| Date: |  |

# Non-Collusion Declaration

Refusal to give this declaration and undertaking will mean an ITT submission will not be considered.

**Declaration in respect of Initial Offer tender for Administration of CLOCS (Reference: tfl\_scp\_XXXX)**

I / We declare that:

We have submitted a bona fide response to TfL’s ITT and that I / We have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I/ we will not do at any time before the Contract is awarded:

* Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;
* Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
* Offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the Administration and growth of CLOCS Services.
* Any act or thing of the sort described above.

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Designation: |  |
| Company: |  |
| Date: |  |