

Transport for London



INVITATION TO TENDER
FOR
BRIDGE DESIGN CONSULTANCY
SERVICES

ITT REF: TfL/90711

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2013

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1. INSTRUCTIONS TO TENDERERS

- 1.1 You are invited to submit a proposal to Transport for London (“**TfL**”) for the provision of **design services** as specified in Schedule 3, in accordance with the terms and conditions attached at Attachment 2.
- 1.2 A submission in response to this invitation shall be referred to hereafter as the “**Tender**” and the organisation making such a submission shall be referred to as the “**Tenderer**”.
- 1.3 All references to “**Schedules**” in this document refer to Schedules within this document.
- 1.4 Tender submissions must include the following as a minimum:

Method Statement - The Tenderer must confirm their ability to perform the requirements in the Specification (Schedule 3) in accordance with the contract and also provide details of how the service will be provided to the required standard.

CVs - Brief CVs of the proposed team

Completed Pricing information - Schedule 4.

Completed Form of Tender – Agreeing TfL’s Bespoke Terms and Conditions as stated in Professional Appointment Document (Attachment 2).

Any other information deemed relevant by the Tenderer.

- 1.5 TfL reserves the right to award the contract for which tenders are being invited in whole, in part, or not at all.
- 1.6 TfL will not pay any costs associated with producing a Tender or incurred in any subsequent discussions or clarifications, regardless of whether that Tender is successful or not.
- 1.7 Tenders must be submitted in English and all pages numbered.
- 1.8 All communications from TfL will be notified via the “**Clarifications Service**” on the TfL eTendering portal (<https://eprocurement.tfl.gov.uk/epps/home.do>) to the main contact who registered on the portal.
- 1.9 Tenderers that require additional detailed online help must contact the Help desk which is available Monday to Friday (8am to 5pm) on:

Email: tfl-eproc-helpdesk@eurodyn.com

Phone: 0800 0740503

2. RETURN OF TENDER DOCUMENTS

- 2.1 Please complete and return your tender documents on or before **12 noon on Monday 25 February 2013** via the TfL eTendering portal. Tenders not meeting these deadlines may be declared invalid and rejected, unopened by the Authority.
- 2.2 This deadline may be subject to change by TfL and, in the event of such change, all Tenderers will be informed. TfL reserves the right not to consider any Tenders received after this time or which are in any way incomplete. Tenderers are further reminded that any qualifications outside of those permitted made by them to the requirements of this ITT may lead to their Tender being rejected.
- 2.3 Tenders shall be submitted to TfL, using the TfL's e-portal <https://eprocurement.TfL.gov.uk>. The TfL eTendering portal will reject any tender submission if it is published after the deadline stated in this document. The Tenderer is strongly advised not to leave submission of the tender to the last minute. It is suggested that Tenderers make arrangements for Tenders to be uploaded at least **three hours prior** to the deadline.
- 2.4 The tender document submitted must be in electronic format such as Word or PDF. Please note that no other form of document transmission, e.g. hard copy sent to the Procurement Manager by courier or posted will be accepted.
- 2.5 Tenderers must note that all files uploaded cannot be amended by anyone once published and that original files published by Tenderers will be maintained in an un-altered state on the system right through the procurement process.

3. CONFIDENTIALITY

- 3.1 Tenderers must maintain strictest confidence and not disclose to any third party without prior written consent of TfL, the information supplied by TfL in this invitation to tender document and other confidential information supplied by TfL to the Tenderer.
- 3.2 Tenderers must not communicate to any person other than TfL, the amount or approximate amount of the charges and such charges must not be determined or adjusted by arrangement or in collusion with any third party. The Tenderer must not make any such communication or enter into any collusive arrangement with any third party whether in relation to this tender or a tender submitted or to be submitted by such third party.

- 3.3 The technical specification made available to the Tenderer during the course of qualification, selection and award of contracts is strictly confidential. Such information should not be disclosed to any third party including subcontractors without the prior consent of TfL.
- 3.4 Tenderers are not permitted to:
- make any public statement or communicate in any form with the media in connection with this tender process;
 - use any trademarks, logos or any other intellectual property associated with TfL;
 - represent that the tenderer is directly or indirectly associated in any way with TfL or this tender process;
 - engage in any form of marketing which creates, implies or refers to an association between the tenderer and TfL and/or this tender process; and/or
 - do anything or refrain from doing anything in relation to this tender process that would have an adverse effect on TfL.
- 3.5 Tenderers must direct any queries from the media to the TfL's Press Office on 0845 604 4141 or pressoffice@TfL.gov.uk. If required, Tenderers must seek further guidance from TfL via Richard de Cani.

4. COMPLIANCE

Tenders shall comply in every respect with the requirements of this ITT and the contract. However, TfL reserves the right to consider non-complaint tenders.

5. CONFLICTS OF INTEREST

Any conflicts of interest or conflicting relationships with TfL or any other party that is likely to enter into the transaction should be declared in the proposal.

6. VALIDITY

Tenders shall remain open for acceptance by TfL for a period of three calendar months from the date fixed for return. Please confirm your agreement of this validity period in your tender.

7. CLARIFICATION QUESTIONS

Any technical questions or requests for clarification regarding this ITT should be submitted via the TfL eTendering portal. If TfL considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form to all Tenderers who have responded. The deadline for any clarification questions is **12 noon on Friday 22 February 2013**.

Please do not contact the Contract Manager directly as it is imperative that the process remains fair and transparent to all Tenderers.

8. PROCUREMENT POLICY

- 8.1 TfL reserves the right not to award this appointment to the lowest or any Tenderer and TfL will have no liability (contractual, tortious or otherwise) for failure to consider any tender. Following receipt of tender documents, TfL reserves the right to arrive at a shortlist of prospective organisations without any reference to, or communication with, any of the Tenderers.
- 8.2 The contract will be awarded to the most economically advantageous tender (MEAT) submitted post evaluation, using the specified evaluation criteria.

9. RESPONSIBLE PROCUREMENT

TfL encourages its Service Providers and those companies interested in tendering for its contracts to undertake their activities in line with the principles contained in its Responsible Procurement Policy. Further information on the GLA group's Responsible Procurement work can be obtained from the following web-site: **www.london.gov.uk/rp**

The GLA group has defined 'Responsible Procurement' as the purchase of goods, works and services in a socially and environmentally responsible way that delivers value for money and benefits to TfL and to London.

In June 2006 the GLA group adopted a Responsible Procurement Policy to support the delivery of the Mayor's vision for London. The policy defines seven themes of responsible procurement. These are:

1. Encouraging a diverse base of suppliers.
2. Promoting fair employment practices (including the London Living Wage).
3. Promoting workforce welfare.
4. Meeting strategic labour needs and enabling training opportunities.
5. Community benefits.

- 6. Ethical sourcing practices.
- 7. Promoting greater environmental sustainability.

The requirements of, and matters raised in, the Responsible Procurement Policy will need to be taken into account and addressed in any design work going forward.

10. EVALUATION CRITERIA

10.1 The tenders received will be evaluated by TfL Planning and Commercial - Services and personnel using a pre determined set of criteria. Technical considerations will contribute 75% of the assessment and Commercial considerations will contribute 25% of the assessment as detailed below:

| EVALUATION CRITERIA | WEIGHTING |
|----------------------------|-------------|
| TECHNICAL (75%) | |
| Relevant design expertise | 25% |
| Relevant experience | 25% |
| Understanding of the brief | 25% |
| COMMERCIAL (25%) | |
| Based on day rates | 25% |
| TOTAL | 100% |

Marks will be given in the range of 0 - 5 and will be apportioned according to the tenderer's response in accordance with the following scoring matrix:

| | |
|-------------------|--|
| 0 - Unacceptable. | Demonstrates lack of evidence of understanding of the requirement. |
| 1 - Poor | Does not completely meet the minimum requirement and acceptability is doubtful. |
| 2 - Fair | Shows some evidence of understanding of the requirement but provides a limited or inadequate response. |

| | |
|---------------|---|
| 3 - Good | Demonstrates satisfactory understanding of the requirement – meets minimum requirement. |
| 4 - Very Good | Demonstrates good understanding of the requirement above minimum requirement. |
| 5 - Excellent | Full and accurate understanding of the requirement with some innovation/added value. |

10.2 Opportunity Adjustment

Following its evaluation of the tenders received, TfL may, in its sole discretion, invite Tenderers (by application of the evaluation criteria set out in the ITT) to prepare and submit further opportunities to adjust the price element of their submission. At TfL's discretion there may be up to three such opportunities for adjustment. This is an optional stage in the tender process and will only be included where TfL considers it would be helpful and/or beneficial to do so.

11. INTERVIEWS

TfL reserves the right to invite some or all of the Tenderers to attend interviews at short notice during the evaluation period. The purpose of the interview will be to seek additional clarification regarding the tenders submitted. Should this be the case, the exact date and location will be confirmed in due course.

12. INDICATIVE TIMETABLE

| ACTIVITIES | DATES |
|--------------------------------------|-----------------------------|
| Issue of ITT to Tenderers | 13 February 2013 |
| Deadline for clarification questions | 22 February 2013 at 12 noon |

| | |
|--|------------------------------------|
| Closing date for return of ITT responses. | 25 February 2013 at 12 noon |
| ITT Evaluation | 5 working days |
| Notification of ITT results | w/c 11 March 2013 |
| Contract Award | w/c 11 March 2013 |

Please note that TfL reserves the right to change the above dates and timings

13. DURATION OF CONTRACT

The Contract will be awarded for 6 weeks.

14. TERMS AND CONDITIONS

TfL's Bespoke Terms and Conditions have been attached separately –Attachment 2.

APPENDIX 1

FORM OF TENDER

I confirm and accept that:

Terms used and not defined in this Form of Tender shall have the meaning given to them in the ITT. The ITT has been prepared for the purpose of providing information to Tenderers and seeking Tenders for the Services. The ITT comprises this suite of documents and any information which is subsequently made available to potential Tenderers or their advisers by TfL or any of its subsidiaries.

The information provided in the ITT was prepared by TfL in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any 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.

The provision of the Instructions to Tenderers has been complied with.

Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL (on behalf of itself and its group companies) has the right, without prior notice, to change the procedure for the Tender Process or to terminate discussions and the delivery of information at any time before the signing of any agreement relating to the Services.

We acknowledge that we will be solely responsible for all of our costs incurred in relation to the Tender Process and in developing, preparing and submitting any Tender in response to the ITT.

TfL reserves the right (on behalf of itself and its group companies) to award the contract for which Tenders are being invited in whole, or in part or not at all.

We agree that this Tender shall remain open for the acceptance by TfL (or its nominee) and will not be withdrawn by us for a period of three calendar months from the date fixed for return.

Having made due allowance for the full requirements in the ITT we hereby offer to deliver **Bridge Design Consultancy Services** to TfL in accordance with the terms and conditions and Special Conditions stated therein for the estimated price of;

£ _____ in words _____

as detailed in the Pricing Information – Schedule 4.

COMMERCIAL IN CONFIDENCE

SIGNED _____

FOR AND ON BEHALF OF* _____

PRINT NAME _____

POSITION _____

DATE _____ TEL _____ FAX _____

*Insert company name.

DECLARATION

Note, by completing box 1, you agree to our terms and conditions of Contract. If you do not wish to accept the Contract conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a Contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

| | | |
|------|---|------|
| 1. | I agree to accept TfL Terms and Conditions of Contract – TfL/90711 | |
| Name | | Date |
| | | |

Or

I wish to submit a bid but I am unable to accept your terms and conditions of contract and I have made an alternative proposal which is attached. In doing so I am aware that it could prejudice the outcome of the Tender evaluation

| | | |
|------|--|------|
| 2. | I DO NOT accept TfL Terms and Conditions of Contract – TfL/90711 | |
| Name | | Date |
| | | |

Please complete the following regardless of which option you chose

| | | | |
|------------|------------|-------------------------------------|--|
| Position: | | For and on behalf of (Company name) | |
| Telephone: | Facsimile: | Email: | |

APPENDIX 2: GUIDANCE TO TENDERERS ON TfL'S POLICY FOR ACCESS TO INFORMATION

The Freedom of Information Act 2000 (FOIA) gives the public a legal right of access to information held by public authorities. The public now have 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:

to be informed whether we hold information of the description requested; and if so, to have that information communicated to them.

How does this affect you?

All information held by TfL 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.

This means TfL 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 TfL. 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:

all Invitations to Tender published by TfL will be available to the public on request; responses to tenders will be held in confidence until contract award;

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 TfL must notify TfL during the tendering or negotiating process of information which they consider to be eligible for exemption from disclosure under the FOIA. Such notification must be made in writing and included in your tender submission. Such information must be referred to as

Reserved Information.

Information not identified as reserved information in the way described above is likely to be made available by TfL on request.

For additional information regarding TfL, please visit <http://www.tfl.gov.uk/corporate>

SCHEDULE 3 – SPECIFICATION

PURPOSE OF THE BRIEF

1. This Invitation to Tender (ITT) is being issued by Transport for London (TfL) to secure design advice to help progress ideas for a new footbridge crossing of the River Thames in Central London.
2. The Mayors Transport Strategy (MTS) and London Plan is supportive of the need for improvements in pedestrian connectivity in central London that support an overall enhancement in the quality of pedestrian routes across the central area. The MTS is particularly supportive of a shift in shorter trips from public transport to walking to reduce congestion on the public transport networks.
3. The population of London is forecast to grow to potentially 10 million people by 2033 with a continued increase in the number of people working and travelling to central London. Over the past 10 years there has been a sustained increase in the number of people using national rail services to travel into London which in turn has led to a significant increase in the demand for onward travel from the main line rail terminal. Waterloo is the busiest station in London with significant demand for onward travel using the tube and bus. TfL has been actively encouraging people to consider walking to their onward destination (many of which are within 20 minutes walk) and one of the challenges is access across the river towards the midtown area.
4. In addition, there is a focus of activity along the South Bank area with major developments planned and a high concentration of cultural and leisure activities. Access to the South Bank is limited to a number of crossing points and there is a clear desire to improve access points from the north to spread the activity that is clustered on the South Bank to the north side of the river but also to improve access to key tube stations such as Temple, as a gateway to the South Bank.
5. TfL and the GLA have identified the potential for a new footbridge in central London connecting the South Bank with the Temple area and are looking to appoint a design advisor to help develop this concept to understand the potential and the scale of costs and benefits. A new footbridge in this location could offer benefits in terms of connectivity for pedestrians but would also be a positive contribution to this important cultural and leisure destination.
6. Such a bridge in this location would have to be of a high quality design to meet policies in the local planning documents and the London Plan.
7. This initial study will help examine the potential for a footbridge in this area, considering a number of different locations and taking into account a range of constraints in the area. The appointed designer would work with TfL to identify and test broad options and to help identify a potential preferred option that could be considered further.

TENDER REQUIREMENTS

8. Tenderers are asked to submit details of CV's of proposed individuals, along with day rates and two pages of recent relevant experience to this commission. Tenderers are also asked to submit a short statement outlining their overall approach to the work, limited to six pages in total.

SCHEDULE 4 - CHARGES

To be completed by the Service Provider.

Please provide consultants' daily rates.