

# **BRIEFING PACK**

**TfL Professional Services Framework 2  
Project & Programme Management Services  
Ref: PSFW2- 94201**

**Other Authorities**

***Internal Use Only***

# Project & Programme Management Services Framework 2

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## **1.Key Features**

## **TfL Professional Services Frameworks 2 – Key Features**

1. The Framework is open to all London Boroughs, GLA and its Functional Bodies, City of London Corporation, Network Rail and Department for Transport. To use the framework a Proforma must be completed.
2. Two daily charge out rates (maximum), one for Secondments and one for Services – *“for the purpose of this framework agreement, a secondment is classed as an individual or team of individuals working in the main on TfL premises on a timecharge basis.”*

***Please note for Contracting Authorities – the premises would be your premises.***

3. Specialist Consultant – *“is a consultant who is a specialist/expert in his field within his industry. Maximum Charge Out Rates shall not apply to the Specialist Consultants at the Employer’s sole discretion.”*

The day rates for Specialist Consultants should be agreed only by Commercial teams and should be treated as exceptions rather than the rule.

4. Maximum daily Charge Out Rates are based on a minimum of 8 hours per day input.
5. Mini competition and call-off processes specific to secondments, low value services and high value services respectively.
6. Short form of contract for secondments and low risk services (PI set at £1M, liability capped at £1M, etc). Long form of contract for high risk and/or high value services.
  - The long form of contract is the default for this Framework. Should you wish to use the short form of contract it must be referenced within the mini completion/sourcing process.
  - The long form of contract includes unlimited liability which should be capped, as appropriate for each call off, upon consideration of associated risk(s). In addition, the Insurance levels as stated are minimum levels and should be set as appropriate for each requirement.
7. Inclusion of a suite of optional KPIs within the Framework(s) - to be incorporated, as appropriate, for each requirement.
8. Utilisation and volume discounts are not included in the new Frameworks.
9. Knowledge Transfer is now essential in every mini – competition.
10. Commercial teams can now utilise international rates from suppliers.
11. Flexibility in the Quality: Price (Q:P) ratio at Mini-competition stage. There is now no need to maintain the same Q:P as the Framework.

## **2. Framework Lots**

## **Project & Programme Management Services Framework - Lots**

1	Project, Programme and Portfolio Management
2	Programme Office and Project Controls including Planning and Scheduling
3	Lean Consulting
4	Business Case Management
5	Risk and Opportunity Management
6	Construction Project Management
7	Assurance and Quality Management

### **3. Framework Award by Lot**

**Project & Programme Management Services – Framework Award by Lot**

<b>Lot 1 - Project, Programme &amp; Portfolio Management</b>	<b>Lot 2 - Programme Office and Project Controls incl Planning and Scheduling</b>	<b>Lot 3 – Lean Consultancy</b>	<b>Lot 4 - Business Case Management</b>	<b>Lot 5 - Risk &amp; Opportunity Management</b>	<b>Lot 6 - Construction Project Management</b>	<b>Lot 7 - Assurance and Quality Management</b>
Aecom	Aecom	Arcadis Consulting Ltd	Aecom	Arcadis Consulting Ltd	Costain (Highways)	Costain (Highways)
Arcadis Consulting Ltd	Arcadis Consulting Ltd	Atos IT Services UK	Arcadis Consulting Ltd	Currie & Brown Ltd	CPC Project Services LLP	CPC Project Services LLP
CPC Project Services LLP	CPC Project Services LLP	Costain (Highways)	Jacobs	Faithful & Gould	Gardiner & Theobald	Currie & Brown Ltd
Currie & Brown Ltd	Currie & Brown Ltd	CPC Project Services LLP	Mott MacDonald	Jacobs	Lendlease	Gardiner & Theobald
Gleeds Management Services Limited	Faithful & Gould	Currie & Brown Ltd	Ove Arup	Mace	Mace	GHD
Jacobs	Gardiner & Theobald	Jacobs	Systra	Mott MacDonald	Turner & Townsend	I3works Limited
Lendlease	Logikal	Logikal	Turner & Townsend	Turner & Townsend		Mott MacDonald
Mace	Mace	Mott MacDonald				Transport Telematics
Mott MacDonald	Mott MacDonald	Ove Arup				Turner & Townsend
Turner & Townsend	Turner & Townsend	WSP UK Ltd				WSP UK Ltd
						Costain (Highways)
						CPC Project Services LLP

## **4. Company & Account Manager Details**

Supplier	Account Manager	Company Registration No.	Address	Contact Email
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ARCADIS LLP	<a href="mailto:jonathan.phillpot@arcadis.com">Jonathan Phillipot</a>	OC368843	Arcadis House, 34 York Way, London, N1 9AB	<a href="mailto:jonathan.phillpot@arcadis.com">jonathan.phillpot@arcadis.com</a> (0) 7827 255138
Atos IT Services UK	Charles Hope	01245534	Atos MidCity Place 71 High Holborn, London, WC1V 6EA	<a href="mailto:Charles.hope@atos.net">Charles.hope@atos.net</a>
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Currie & Brown UK Limited	Eryl Evans	6324201	60 Gray's Inn Road, London, WC1X 8AQ	<a href="mailto:Eryl.Evans@curriebrown.com">Eryl.Evans@curriebrown.com</a>
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Transport Telematics	Neil Barton	06689744	19 Reading Road, Pangbourne, Berkshire RG8 7LR	<a href="mailto:neil.barton@transporttelematics.net">neil.barton@transporttelematics.net</a> <b>07773 645 018</b>

Turner & Townsend Project Management Limited	Richard Stafford	2165592	Reg Add: Low Hall, Calverley Lane, Horsforth, Leeds LS18 4GH C/A: One New Change, London, EC4M 9AF	<a href="mailto:Richard.stafford@turntown.co.uk">Richard.stafford@turntown.co.uk</a>
WSP UK Limited	Luke Wooller Dominic Fee	2554514	WSP House, 70 Chancery Lane, London, WC2A 1AF	<a href="mailto:Luke.Wooller@wsp.com">Luke.Wooller@wsp.com</a>

## **5. Evaluation Criteria**

## **Evaluation Criteria**

Bidders at ITT stage were evaluated using the following scoring criteria:

	<b>Criterion</b>	<b>Scoring</b>	<b>Weighting</b>
	<b>Technical Proposal</b>		
	ITT1 – Technical Submission (Generic)  Resources Knowledge Transfer Diversity & Inclusion Behavioural Assessment	Scored and Weighted	26%
	ITT 2 – Technical Submission (Specific) Other Lots  Demonstration of Capabilities –Scenarios Staff CVs	Scored and Weighted	34%
	<b>Commercial Proposal</b>		
	ITT 3 Maximum Charge Out Rates for each Consultant Grade for: Consultant Secondments working on mainly TfL Premises* Consultant Services  Daily Rates.	Scored and Weighted	40%
	Terms and Conditions	Pass/ Fail	N/A

\*For the purposes of this Framework Agreement a consultant secondment is classed as an individual or team of individuals working in the **main** on TfL premises on a time charge basis.

## **Mini-Competitions**

When an Employer has a specific requirement for Services under the terms of the Framework, it may invite those successful Bidders with the capabilities to provide the Services in question to participate in a mini-competition at the call off stage.

Responses will be scored against defined criteria together with availability of resources. These may include but are not limited to the following:

- People, skills and knowledge
- Methodology and Approach
- Cost

There is flexibility to adjust the evaluation criteria at mini-competition stage, provided that this stays within the overall principles of the evaluation criteria used to appoint bidders to the Framework. Criteria can include some or all of the criteria used in creating the Professional Services Frameworks and the aim is for Contracting Authorities to have maximum flexibility to refine the criteria and weightings used at the Framework Stage to help ensure they best reflect what the most economically advantageous means for their particular project. Additional sub criteria may also be used to further examine the proposals submitted as part of a mini- competition for a particular project.

Equally, there is flexibility to adjust the weighting between the Framework evaluation criteria and the mini- competition criteria for a particular project. Not all the criteria may be applicable to every project. The evaluation criteria (including all sub-criteria) and weightings for a particular project will be set out in the mini – competition documentation together with the applicable scoring methodology.

TfL will identify the precise sub-criteria which are appropriate in order to evaluate the requirements for each particular project (remaining within the principles of the overall Framework evaluation criteria) and specify both these sub-criteria, respective weightings and scoring methodology in the mini – competition documentation.

## **International Rates**

**At Call Off level, if you decide to bid with resources who are either UK based or International, you will be required to submit the Cost of Employment of the individuals, overhead and profit.**

International rates will be based on the open book cost, overhead and profit mechanism within the Framework and should not exceed the maximum Framework rate for the relevant grade.

The overhead percentage for International rates may, with the prior written agreement of TfL at Call Off level, be adjusted from that as already agreed within the Framework pricing schedule, to reflect any differences associated with such international overheads. The Consultant will be required to provide supporting evidence when requesting any change to the international cost overhead percentage.

This change will be based on the cost element for international resource being substantially lower than that of UK based resource. Should the cost element for international resource prove to be equal or more than UK based resource then no uplift to the overhead percentage will be considered.

### **Specialists Consultants**

These are consultants who is a specialist/expert in his field within his industry. Maximum Charge Out Rates shall not apply to the Specialist Consultants at the **Contracting Authority's sole discretion**. Only Commercial Teams, with relevant procurement authority can agree this and should be treated as exceptions rather than the rule. A full breakdown of overheads and profits must be provided, that the Contracting Authority will review.

**Appendix A**  
**Schedule 1 Capability Statements**

**SCHEDULE 1**  
**(Framework Scope)**

## **Schedule 1 Framework Scope**

### **PROJECT & PROGRAMME MANAGEMENT SERVICES**

#### **CAPABILITY STATEMENTS**

##### **Introduction**

Project Management (PM) is the business process of creating a unique product, service or result. A project is a visible set of activities having specific start and completion dates undertaken to create a quantifiable deliverable, through well managed milestones and resources - identifying stakeholders and interdependencies, and keeping all parties clear about their goals and individual responsibilities.

Programme Management (Prog Mgmt) is the process of managing multiple ongoing inter-dependent projects. This will require the individual projects to be separately project managed.

In an organisation, Prog Mgmt also reflects the emphasis on coordinating and prioritizing resources across projects, departments, and entities to ensure that resource contention is managed from a global focus.

Prog Mgmt provides a layer above PM focusing on selecting the best group of programmes, defining them in terms of their constituent projects and providing an infrastructure where projects can be run successfully but leaving PM to the PM community.

A strategy is a long term plan of action designed to achieve a particular Prog Mgmt goal. Strategy is differentiated from tactics or immediate actions with resources at hand by its nature of being extensively premeditated, and often practically rehearsed. Strategies are used to make the problem easier to understand and solve. Strategy is about choice which affects outcomes and is adaptable by nature rather than a rigid set of instructions.

##### **Bidder Requirements**

The bidder will need to demonstrate knowledge and understanding of programme and project management and strategy formation processes and procedures that allow TfL's legal accountabilities to be fulfilled and its required interfaces with regulatory and other agencies.

The bidder will be expected to provide a wide range of advice, studies, surveys, reports, design and supervision services which will in turn rely and depend on skill, competence and capabilities including but not limited to the following capability lot details:

## **Lot 1 - Project, Programme and Portfolio Management**

Project management is the discipline of planning, organising, motivating, and controlling resources to achieve specific objectives. Prog Mgmt is the co-ordinated management of a collection of related projects which have been grouped to achieve an organisation's strategic objective. Portfolio management is the selection and management of all of an organisation's projects, programmes and related business-as-usual activities taking into account resource constraints. A portfolio is a group of projects and programmes carried out under the sponsorship of an organisation. Portfolios can be managed at an organisation, programme or functional level.

The supplier shall demonstrate their ability to:

- lead and develop discrete pieces of work,
- use specialist tools and techniques and
- collaborate with business sponsors and senior responsible officers.

## **Lot 2 – Programme Office and Project Controls and Planning & Scheduling**

### **(a) Programme Office and Project Controls**

A Programme Office serves the organisation's project management needs. A Programme Office can range from simple support functions for the project manager to being responsible for linking corporate strategy to project execution. Project Controls is an umbrella term for many tools and techniques used in a project's implementation.

The supplier shall demonstrate their ability to:

- identify, track and protect programmes assets using configuration management techniques,
- use specialist tools and techniques to co-ordinate, organise and deploy specialist help (e.g. people, software, templates, procedures, change control, stage control, product delivery control) to project and programme managers,
- communicate and influence stakeholders with compilation and issuing of specialists reports and plans,
- plan and implement analysis activities which require the use of specialist techniques e.g. earned value management, scope management, estimating,
- use specialist tools and techniques considering e.g. earned value management, scope management, estimating and
- communicate with stakeholder and influence their decision making with outputs from analysis activities which might include affordability assessments, general studies and reports.

#### a) Planning and Scheduling

Planning involves how the programmes/project plans are executed, monitored and controlled, and closed. In order to create the plan, the process of scheduling is used to determine the overall project duration and when activities and events are planned to happen. This includes identification of activities and their logical dependencies, estimation of durations and taking into account availability of resource.

The supplier shall demonstrate:

- their ability to design and write plans and schedules balancing cost, quality and duration,
- their ability to communicate and influence stakeholders at all levels within organisation with planning outputs and
- usage of specialist tools and techniques to construct a delivery timetable with dependencies.

#### Lot 3 – Lean Consultancy

Lean Consulting is where the organisation requires consultancies to provide services by applying Lean methodologies. It is a business activity where experts provide the knowledge, tools and expertise to advise and guide the organisation to perform better. Lean works to prevent any waste of time and resources etc by optimizing inefficiencies and preventing waste.

The Bidder shall demonstrate:

- Delivering lasting, sustainable cost reductions in the organisation
- Address people, process and capability issues in area
- Implement in operating systems and visualisation processes which define a consistent way of managing areas
- Ensure Lean's sustainability and cost-effectiveness by teaching staff to use and train others in Lean mindsets, tools, and management systems

#### Lot 4 - Business Case Management

Business case management comprises of the strategic justification (benefits, cost and risk) for a project, and shows an analysis of economic, political and social impacts. It takes full account of detailed objectives of the project, as well as higher level organisational and external stakeholder objectives. Business Cases should be compliant with both DfT and TfL standards and methodology and use TfL tools where available.

The Bidder shall demonstrate their ability to:

- write business cases,
- communicate with and influence stakeholders to achieve buy-in and
- plan and implement activities to deliver business cases.

#### Lot 5 – Risk & Opportunity Management

Risk management involves the systematic identification of risks to the strategies, programmes and projects against agreed objectives and benefits and evaluating options for mitigating them. It ensures that those with risk and opportunity management responsibilities implement appropriate measures for success during the project and review and report them on a regular basis.

This includes identifying and assessing the impact of risks and opportunities on, but not limited to, the realisation of anticipated benefits, project schedule, cost and quality.

The Bidder shall demonstrate their ability to:

- Facilitate risk and opportunity identification and analysis with the risk owners,
- plan and implement risk assessments in accordance with or equivalent to ISO31000,
- use specialist tools and techniques considering risk impact, severity, proximity and tolerance for both cost and schedule,
- communicate with stakeholders and influence their decision making with outputs from risk planning and risk mitigation actions.

Desirable qualifications held by consultants carrying out these Services for the Employer:

- Junior Consultant – Project Management qualification which includes risk e.g. APM Introductory Certificate/ APM Professional
- Consultant – APM PRAM Level 1/MoR Foundation/ IRM FoRM + suitable project management qualification.
- Senior Consultant – Above + APM PRAM Level 2/ MoR Practitioner/ Registered Risk Practitioner e.g. ALARM/IRM.
- Principal Consultant – Above + IRM Diploma/ similar post graduate risk qualification or Membership or a Specialist Member of IRM.
- Partner Director – Above + Fellowship of APM or a risk management institute.

#### Lot 6 – Construction Project Managers

Construction Management (CM) is the business process that supports a project by providing key construction expertise, skills and processes.. A project is a visible set of activities having specific start and completion dates undertaken to create a quantifiable deliverable, through well managed milestones and resources - identifying stakeholders and interdependencies, and keeping all parties clear about their goals and individual responsibilities.

Construction managers must plan, co-ordinate and monitor on-site construction health, safety, quality and environmental activities in order to provide managerial oversight for the safe operation of the works

## Lot 7 – Assurance and Quality

Assurance management is defined as the extent that requirements have been complied with and that controlled processes have been followed in achieving the deliverables. Assurance is a level of confidence based on realistic appraisal.

The Bidder shall demonstrate their ability to:

- lead and develop discrete pieces of work assessing if programmes adhere to strategies, policies and standards,
- collaborate with project and programme sponsors,
- analyse project and programmes processes, products and performance against business case and benefits plans,
- communicate with stakeholders and influence their decision making with outputs from assurance activities,
- analyse project and programmes assuring they adhere to strategies, policies and standards,
- design and implement controls and measurement systems assuring quality products are outputs and
- lead and develop stakeholder reviews and audits against written quality plans.

## **Appendix B**

### **Grade Definitions**

## Grade Definitions

### Partner/Director

<b>General</b>	<p>For a partnership, a Partner in the practice; for a limited company, any employee who is a “Company Director” as defined in the Companies Act 2006.</p> <p>Responsible for all grades of personnel.</p>
<b>Typical Education /Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution.</li> <li>• Must have relevant work experience spanning several major programmes.</li> <li>• The ability to demonstrate key involvement in delivering projects of high value and complexity.</li> <li>• Overall responsibility for project(s) and for supervision, control and development of subordinate personnel.</li> <li>• Significant management responsibility and direction within the consultancy including client liaison, specialist skills or experience.</li> </ul>
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop client relationships.</li> <li>• Review enquiries for consultancy services, prepare fee proposals and negotiate commissions.</li> <li>• Manage and control all the personnel efficiently, and in compliance with all relevant statutory instruments procedures, rules, regulations, standing orders and instructions and the adopted procurement method.</li> <li>• Develop and maintain effective communication channels, between the consultancy and TfL and external consultants and other bodies as necessary.</li> <li>• Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them.</li> <li>• Oversee all commission activities and ensure full adherence.</li> <li>• Comply with all the projects safety and quality assurance procedures and requirements, including audits, and ensure that all consultancy personnel do likewise.</li> <li>• Facilitate and ensure that training needs, both personal and that of the consultancy personnel, are identified and addressed.</li> </ul>

## Principal Consultant

<p><b>General</b></p>	<p>Reporting to Partner / Director. Member of a company who is able to deputise for the Director. The person will have the ability to manage and control teams and ensure that there are sufficient teams of personnel assigned to commissions.</p> <p>Responsible for all grades of consultants and support staff.</p>
<p><b>Typical Education /Qualifications and Experience</b></p>	<ul style="list-style-type: none"> <li>• Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution.</li> <li>• Must have relevant work experience spanning several programmes.</li> <li>• The ability to demonstrate key involvement in delivering projects of high value and complexity.</li> <li>• Must have substantial transport experience and technical skills appropriate to the discipline.</li> <li>• Responsibility for project(s) and for supervision, control and development of junior personnel.</li> <li>• Significant management responsibility and direction within the Consultancy including client liaison, specialist skills or experience.</li> </ul>
<p><b>Responsibilities</b></p>	<ul style="list-style-type: none"> <li>• Deputise for the Partner/Director on all aspects of the project.</li> <li>• Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.</li> <li>• Communicate effectively with other members of the project team and with other TfL departments and external consultants and bodies where necessary.</li> <li>• Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them.</li> <li>• Supervise, control and develop personnel assigned</li> <li>• Ensure that the team's activities meet the objectives of the commission.</li> <li>• Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise.</li> <li>• Ensure that all appropriate training, both personal and that the team personnel, is undertaken.</li> </ul>

## Senior Consultant

<b>General</b>	<p>Reporting to Partner / Director or Principal Consultant. Person holding corporate membership of a professional body recognised by TfL and has the ability to demonstrate key involvement in delivering projects of high value and complexity.</p> <p>Responsible for all grades of consultants and support staff on behalf of the Director/Partner.</p>
<b>Typical Education /Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution.</li> <li>• Must have relevant work experience spanning several programmes / projects</li> <li>• The ability to demonstrate key involvement in delivering projects of high value and complexity.</li> <li>• Must have substantial transport experience and technical skills appropriate to the discipline.</li> <li>• Responsibility for project(s) and for supervision, control and development of junior personnel.</li> <li>• Significant management responsibility and direction within the organisation including client liaison, specialist skills or experience.</li> </ul>
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Deputise for the Partner/Director or Principal Consultant on all aspects of the Project.</li> <li>• Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.</li> <li>• Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies where necessary.</li> <li>• Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them.</li> <li>• Supervise, control and develop personnel assigned</li> <li>• Ensure that the team's activities meet the objectives of the commission.</li> <li>• Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise.</li> <li>• Ensure that all appropriate training, both personal and that the team personnel, is undertaken.</li> </ul>

## Consultant

<b>General</b>	<p>Reporting to Principal Consultant / Senior Consultant. A person with the ability to assist in the management and control of a project team to ensure delivery of the required projects.</p> <p>Responsible for Junior Consultant / administration staff</p>
<b>Typical Education /Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution.</li> <li>• Must have relevant work experience spanning several projects</li> <li>• Must have some transport experience and technical skills appropriate to the discipline.</li> <li>• Responsibility for project(s) and for supervision, control and development of junior personnel.</li> </ul>
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Deputise for the Principal Consultant/ Senior Consultant on all aspects of the project.</li> <li>• Assist in the management and control of a project team of consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.</li> <li>• Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies as necessary.</li> <li>• Supervise, control and develop personnel assigned.</li> <li>• Ensure that own and assigned personnel activities meet the objectives of the commission.</li> <li>• Comply with all safety and quality assurance requirements and ensure that all team personnel to likewise</li> <li>• Ensure that all appropriate training, both personal and that of assigned personnel, is undertaken.</li> </ul>

## Junior consultant

<b>General</b>	Reporting to Senior Consultant/Consultant. A person with the relevant experience capable of working on some aspects of the delivery of the required project. Responsible for support staff.
<b>Typical Education /Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Must have relevant work experience in at least one completed project.</li> </ul>
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Assist the Consultant where appropriate.</li> <li>• Supervise the support staff assigned (if appropriate).</li> <li>• Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.</li> <li>• Ensure that own and assigned personnel's activities meet the objectives of the commission.</li> <li>• Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise.</li> <li>• Ensure that all appropriate personal training is undertaken.</li> </ul>

**Appendix C**  
**Call Off Schedules**

**SCHEDULE 6A**

**(Mini-Competition Request Form)  
(Long Form Call-off Contract)**

## **Mini-Competition Request Form – Long Form (Call-off Contract)**

**Framework Agreement Name and Reference Number: insert**

**Sub Category: insert name**

**Mini-competition Reference: insert**

**From: insert name**

**Date: insert**

This is a Mini-Competition Request Form for the provision of Services in accordance with the Framework Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the *Employer*; however such acceptance will not occur unless and until the *Employer* posts notice of acceptance to you.

Attachment 1 of this Mini-Competition Request Form sets out the Contract Data;

Attachment 2 of this Mini-Competition Request Form sets out the *Services*.

In your Proposal, you must respond by providing the information required as detailed in this Schedule 6A and by completing the Contract Data Part Two contained in Attachment 1.

Your Proposal will be assessed against those submitted by other Consultants as part of a Mini-Competition process. Subject to the *Employer* not having any obligation to award a Call Off Contract the *Employer* will evaluate the Proposals to determine which is the most economically advantageous with reference to the assessment criteria set out in this Schedule 6A.

Any clarifications regarding this Mini-Competition should be directed per the instructions in this Schedule 6A. Any queries regarding the Framework Agreement should be directed to the Procurement Manager named in the Framework Agreement.

## Instructions to Tenderers

### Mini-Competition [insert reference]

#### Confidentiality

The contents of this Mini-Competition are confidential and must be used only for the purpose of submitting a Proposal. The *Consultant* must not make any such communication or enter into any collusive arrangement with any third party save for the purpose of sub-consulting.

#### Contact

The *Employer's* procurement lead allocated to this Mini-Competition is [insert name].

Any contact with other *Employer's* personnel relating to this Mini-Competition may invalidate the *Consultant's* proposal submission. All contact must be via the e-tendering portal. Only technical issues relating to the e-tendering portal allow for direct contact of the procurement lead. In the first instance, the *Consultant* should contact the e-tendering portal help desk. If unresolved, contact the procurement lead:

[insert email address]

[insert telephone number]

#### The Services

The Services to be provided under this appointment are any or all of the Services detailed in Attachment 2.

If stipulated in Attachment 1 or Attachment 2, the Starting and Completion dates should be deemed material to the Call Off Contract. If the *Consultant* is unable to meet these dates, the *Consultant* should propose alternatives within the formal clarification process which may be accepted at the sole discretion of TFL.

#### Price

##### [delete as applicable:

- Option A      Priced contract with activity schedule
- Option C      Target contract
- Option E      Time based contract]

#### Mini-Competition clarification

Clarifications must be submitted via the e-tendering portal, by [insert time and date]. The clarification(s) and their response(s) will be circulated on an anonymous basis to all *Consultants* via the e-tendering portal.

#### Proposal submissions

In the Proposal submission the technical proposal, commercial proposal and Contract Data must be separated. Prices **must not** be included in the technical proposal. The documents must be clearly titled 'Technical Proposal', 'Commercial Proposal' and 'Contract Data'. Submissions must be in Microsoft Office applications or Adobe Portable Document Format (pdf) documents.

**Return of proposal**

All documents must be correctly uploaded to our e-tendering portal, by [insert time and date].

**Validity**

Proposals must remain open for acceptance for 6 (six) months from the return of proposal date.

**Proposal submission clarifications**

During the course of the evaluation of submissions, the *Consultant* may be asked to answer questions about his submission and other matters related to the Services. The *Consultant* must respond to such questions as quickly as possible but, in any event, within 2 (two) working days or, if a deadline is specified, responses must be submitted by that deadline. Failure to respond may result in the *Employer* rejecting the Proposal submission. Any amendments to the Proposal submission arising from these discussions with the *Consultant* will be taken into account in the final evaluation.

**Proposal clarification meeting**

To enable moderation of the Proposal evaluation process, The *Employer* may request a meeting from all, some or one of the *Consultants*. Failure to attend may result in the *Employer* rejecting the Proposal submission.

**Proposal submission evaluation**

Evaluation of submissions will be on the basis of most economically advantageous proposal as per the assessment criteria set out in the tables contained in this Schedule 6A.

**Compliance**

All Proposals returned should comply in every respect with the requirements of this Mini-Competition. However, the *Employer* reserves the right to consider non-compliant submissions where permitted.

Failure to disclose all material information (facts that the *Employer* regards 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. The *Consultant* must provide all information requested and not assume that the *Employer* has prior knowledge of any of the *Consultant's* information.

Proposals that contain Specialist Consultants at above Framework Maximum Charge Out Rates will be deemed non-compliant. If you wish the *Employer* to consider the approval of Specialist Consultants (at above Framework Maximum Charge Out Rates), this must be requested within the Mini-Competition clarification process prior to submitting your Proposal. .

The *Employer* shall not be liable for any costs, charges or expenses borne by the *Consultant* whether or not he is awarded a Call Off Contract, which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process.

**Acknowledgement of receipt of this Mini-Competition**

The *Consultant* should acknowledge in the e-tendering portal receipt of this Mini-Competition and confirm whether they intend to submit a Proposal. Failure to do so may lead to the *Consultant* not receiving any amendments, addendums and clarifications to Mini-Competition documentation.

[Other – Optional, delete if not required]

**Submissions & Evaluation Criteria**

<b>Technical Proposal</b>	
Evaluation: [insert technical weighting] and discretionary pass/fail	
[Optional] The <i>Employer</i> will not appoint a <i>Consultant</i> that scores less than [insert minimum score to pass] out of the available marks	
[Optional] The technical submission must not exceed [insert number] of words contained in a maximum of [insert number of sides (approx 450 words to a side of A4)] sides of A4	
Evaluation Criteria	Weighting
[insert criterion 1]	[insert sub-weighting]
[insert criterion 2]	[insert sub-weighting]
[insert criterion 3]	[insert sub-weighting]
[expand as necessary]	
Conflicts of Interest: Provide details of actual or potential conflicts of Interests that would arise were you to be appointed, and details of how these conflicts would be mitigated.	Discretionary Pass/Fail
Knowledge Transfer: Evidence of Knowledge Transfer opportunities/training/development to be passed on to the stakeholder(s) upon end or during the contract	[insert sub-weighting]

<b>Commercial Proposal</b>	
Evaluation: <b>[insert commercial weighting]</b> and discretionary pass/fail	
<b>Evaluation Criteria</b>	<b>Weighting</b>
<b>[insert criterion 1]</b>	[insert weighting/ sub-weighting]
<b>[expand as necessary]</b>	
Full contact details of the <i>Consultant's</i> bid manager	For info

<b>Contract Data</b>	
<b>Information Required</b>	<b>Evaluation</b>
Un-amended Contract Data Part One (in Microsoft Word)	For info
Completed Contract Data Part Two (in Microsoft Word)	For info

**SCHEDULE 6B**

**(Mini-competition Request Form)  
(Short Form Call-Off Contract for Services)**

## Mini-competition Request Form – Short Form (Call-off Contract): Services

**Framework Agreement Name and Reference Number: insert**

**Sub Category: insert**

**Mini-competition Reference: insert**

**From: insert name**

**Date: insert**

This is a Mini-competition Request Form for the provision of Services as detailed in Table 3, **Attachment [ ]** in accordance with the Framework Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the *Employer*; however such acceptance will not occur unless and until the *Employer* posts notice of acceptance to you.

The contents of this Mini-competition are confidential and must be used only for the purpose of submitting a Proposal. The *Consultant* must not make any such communication or enter into any collusive arrangement with any third party save for the purpose of sub-consulting.

The *Employer's* procurement lead allocated to this Mini-competition is [insert name].

Any contact with other *Employer's* personnel relating to this Mini-Competition may invalidate the *Consultant's* proposal submission. All contact must be via the e-Tendering portal unless there are technical issues with the e-Tendering portal.

In your Proposal, you must respond by providing the information required as detailed in Table 4. Failure to disclose all material information (facts that the *Employer* regards 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. The *Consultant* must provide all information requested and not assume that the *Employer* has prior knowledge of any of the *Consultant's* information.

Proposals that contain Specialist Consultants at above Framework Maximum Charge Out Rates will be deemed non-compliant. If you wish the *Employer* to consider the approval of Specialist Consultants (at above Framework Maximum Charge Out Rates), this must be requested within the Mini-Competition clarification process prior to submitting your Proposal.

Evaluation of submissions will be on the basis of most economically advantageous proposal as per the assessment criteria set out in Table 2.

To enable moderation of the Proposal evaluation process, The *Employer* may request a meeting from all, some or one of the *Consultants*. Failure to attend may result in the *Employer* rejecting the Proposal submission.

The *Employer* shall not be liable for any costs, charges or expenses borne by the *Consultant* whether or not he is awarded a Call Off Contract, which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process.

**Table 1, Procurement Timetable:**

Issue mini-competition	Insert date
Deadline to submit clarification requests	Insert date
Deadline to submit proposal	Insert date
Contract award	Insert date

**Table 2, Evaluation Criteria:**

Technical		
Evaluation: [insert technical weighting] and discretionary pass/fail		
[Optional] The technical submission <b>must not</b> exceed [insert number] sides of A4		
Evaluation Criteria		Weighting
1	[insert criterion]	[insert sub-weighting]
2	[insert criterion]	[insert sub-weighting]
	[expand / delete as necessary]	[insert sub-weighting]
Conflicts of Interest: Provide details of actual or potential conflicts of Interests that would arise were you to be appointed, and details of how these conflicts would be mitigated.		Discretionary Pass/Fail
Knowledge Transfer: Evidence of Knowledge Transfer opportunities/training/development to be passed on to the stakeholder(s) upon end or during the contract		[insert sub-weighting]
Commercial		
Evaluation: [insert commercial weighting]		
[Optional] The commercial submission <b>must not</b> exceed [insert number] sides of A4		
Evaluation Criteria		Weighting
3	[insert criterion]	[insert sub-weighting]
4	[insert criterion]	[insert sub-weighting]
	[expand / delete as necessary]	[insert sub-weighting]

**Table 3, The *Employer's* Requirement:**

The Services: <b>See Appendix [ ]</b>	Service Commencement Date: <b>insert</b>  Term: <b>insert</b>
Price: <b>[delete as applicable:</b> Priced contract with activity schedule Target contract Time based contract]	
Special Conditions: <b>[N/A or See Appendix " " ]</b>	

**Table 4, The *Consultant's* proposal**

The <i>Consultant</i> (supplier name) is:	
Proposal Ref:	Proposal Date:
Bid Manager's contact details:	
Conflicts of Interest: Provide details of actual or potential conflicts of Interests that would arise were you to be appointed, and details of how these conflicts would be mitigated.	
1	insert your response here:
[expand / delete]	

**SCHEDULE 6C**

**(Mini-competition Request Form)**

**(Short Form Call-off Contract for Consultant Secondment)**

## Mini-competition Request Form – Short Form (Call-off Contract): Consultant Secondment

Framework Agreement Name and Reference Number: insert

Sub category: insert

Mini-competition Reference: insert

From: insert name

Date: insert

This is a Mini-competition Request Form for the provision of Services as detailed in Table 3 **Appendix [ ]** in accordance with the Framework Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the *Employer*; however such acceptance will not occur unless and until the *Employer* posts notice of acceptance to you.

The contents of this Mini-competition are confidential and must be used only for the purpose of submitting a Proposal. The *Consultant* must not make any such communication or enter into any collusive arrangement with any third party save for the purpose of sub-consulting.

The *Employer's* procurement lead allocated to this Mini-competition is [insert name].

Any contact with other *Employer's* personnel relating to this Mini-Competition may invalidate the *Consultant's* proposal submission. All contact must be via the e-Tendering portal unless there are technical issues with the e-Tendering portal.

In your Proposal, you must respond by providing the information required as detailed in Table 4. Failure to disclose all material information (facts that the *Employer* regards 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. The *Consultant* must provide all information requested and not assume that the *Employer* has prior knowledge of any of the *Consultant's* information.

Proposals that contain Specialist Consultants at above Framework Maximum Charge Out Rates will be deemed non-compliant. If you wish the *Employer* to consider the approval of Specialist Consultants (at above Framework Maximum Charge Out Rates), this must be requested within the Mini-Competition clarification process prior to submitting your Proposal.

Evaluation of submissions will be on the basis of most economically advantageous proposal as per the assessment criteria set out in Table 2.

To enable moderation of the Proposal evaluation process, The *Employer* may request a meeting from all, some or one of the *Consultants*. Failure to attend may result in the *Employer* rejecting the Proposal submission.

The *Employer* shall not be liable for any costs, charges or expenses borne by the *Consultant* whether or not he is awarded a Call Off Contract, which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process.

**Table 1, Procurement Timetable:**

Issue mini-competition	<b>Insert date</b>
Deadline to submit clarification requests	<b>Insert date</b>
Deadline to submit proposal	<b>Insert date</b>
Contract award	<b>Insert date</b>

**Table 2, Evaluation Criteria:**

Technical ( <b>CV and Availability</b> )	<b>[ ] %</b>
Commercial (Day Rate)	<b>[ ] %</b>
Conflicts of Interest	Discretionary pass/fail

**Table 3, The Employer’s Requirement:**

1	Role: <b>insert title</b>	Framework Grade:	The Services: <b>See Appendix</b> [ ]	The Services Commencement Date: <b>insert</b>  Term: <b>insert</b>
2	Role: <b>insert title</b>	Framework Grade:	The Services: <b>See Appendix</b> [ ]	The Services Commencement Date: <b>insert</b>  Term: <b>insert</b>
	<b>[expand / delete as necessary]</b>			
Pricing: <b>Day Rate</b>				
Special Conditions <b>[N/A or See Appendix “ ”]</b>				

**Table 4, The Consultant’s proposal:**

The <i>Consultant</i> (supplier name) is				
Proposal Ref:			Proposal Date:	
Bid Manager’s contact details:				
Conflicts of Interest:  Provide details of actual or potential conflicts of Interests that would arise were you to be appointed, and details of how these conflicts would be mitigated.				
1	Consultant Name: <i>(attach CV)</i>	Framework Grade:	Day Rate:	Start:  Completion:
2	Consultant Name: <i>(attach CV)</i>	Framework Grade:	Day Rate:	Start:  Completion:
	<b>[expand / delete as Table 3]</b>			

SCHEDULE 7A  
**(Form of Agreement - Long Form Call-Off Contract)**

## FORM OF AGREEMENT

**THIS AGREEMENT** is made the ● day of ● 201●

### **BETWEEN:**

- (1) [ ] whose registered office is at [ ] (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) ● whose registered office is at ● (“the *Consultant*”).

### **WHEREAS:**

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated ● (“the Framework Agreement”).
- (B) The *Employer* wishes to have provided ● (“the *services*”) at ●.
- (C) The *Employer* has accepted a tender by the *Consultant* for the design of the *services* and correction of Defects therein in accordance with the *conditions of contract* (in the form of the Long Form as set out in Schedule 2A of the Framework).

### **NOW IT IS AGREED THAT:**

1. Terms and expressions defined in (or definitions referred to in) the *conditions of contract* have the same meanings herein.
2. The *Consultant* Provides the Services in accordance with the *conditions of contract*.
3. The *Employer* pays the *Consultant* the amount due in accordance with the *conditions of contract*.
4. The documents forming the contract are:
  - 4.1 this Form of Agreement duly executed by the Parties as a deed;
  - 4.2 the *conditions of contract*;
  - 4.3 the attached Call-Off Contract Data Part 1;
  - 4.4 the attached Call-Off Contract Data Part 2; and
  - 4.5 the following documents:
    - the Scope;
    - Schedules [ ] to [ ] inclusive of the Framework Agreement;
    - [any other contract documents.]
5. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:
  - 5.1.1 First : This Form of Agreement;
  - 5.1.2 Second : The conditions of contract;
  - 5.1.3 Third : The Scope and any other documents included in this contract.
6. Notwithstanding the manner of execution of this Agreement it is agreed that:

- 6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and
- 6.2 the *Consultant* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

**IN WITNESS** whereof this Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.

Signed by	)	
for and on behalf of	)	
The <i>Employer</i>	)	
	Signature	Print name and position
		Date:

Signed by	)	
for and on behalf of	)	
The <i>Consultant</i>	)	
	Signature	Print name and position
		Date:

## Proforma Call-Off Contract Data

CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

Completion of the data in full, according to the chosen options, is essential to create a complete contract.

Statements given in all contracts  
1 General

- The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for Main Option [A] [C] [E] and Secondary Options [X1] [X2] [X3] [X4] [X5] [X6] [X7] [X8] [X9] [X10] [X11] [X12] [X13] [X18] [X20] [X21] each as may be amended or supplemented by [the LUL Requirements] all as attached to the Transport for London Professional Services Framework Agreement).

- The *Employer* is  
Name .....  
.....  
Address .....  
.....  
.....

- The *Employer's Agent* is  
Name .....  
.....  
Address .....  
.....  
.....  
.....

- The authority of the *Employer's Agent* is  
[as set out in Option X10] .....

- The *services* are  
.....  
.....  
.....

- The *Scope* is in  
.....  
.....  
.....

- The *language of this contract* is **English**
- The *law of the contract* is **the law of England and Wales**
- The *period for reply* is [ ] **weeks**.
- The *period for retention* is **12 years following Completion or earlier termination**.
- The *tribunal* is **the courts of England and Wales**
- The following matters will be included in the Risk Register  
.....

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things  
 access to *access date*  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....

3 Time

- The *starting date* is .....

4 Quality

- The *Consultant* submits revised programmes at intervals no longer than [ ] **weeks**.
- The quality policy statement and quality plan are provided within [ ] **weeks** of the Contract Date, or as stated here .....
- The *defects date* is [ ] **weeks** after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is [ ] **weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is [ ] **% per annum above the base rate of the Bank of England.**

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	cover	Period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the degree of reasonable skill, care and diligence normally used by competent professionals experienced in providing services similar to the <i>services</i> in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	<b>£[ ] or as stated below</b> ..... ..... for each and every claim and in the aggregate per annum	..... ....
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of	<b>£[ ] or as stated below</b> ..... .....	..... ....



Optional statements

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is . . . . .

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within [ ] weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition by a key date*

- The *key dates and conditions* to be met are

<i>condition to be met</i>	<i>key date</i>
1 . . . . .	. . . . .
. . . . .	. . . . .
2 . . . . .	. . . . .
. . . . .	. . . . .
3 . . . . .	. . . . .
. . . . .	. . . . .

- If the Contract Date is not the date of the Call-Off Contract it is:

[DATE]

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are

Item	amount
. . . . .	. . . . .
. . . . .	. . . . .
. . . . .	. . . . .
. . . . .	. . . . .
. . . . .	. . . . .

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances
- 1. Insurance against . . . . .

Cover is . . . . .

Period of cover . . . . .

Deductibles are . . . . .

- 2. Insurance against . . . . .

Cover is . . . . .

Period of cover . . . . .

Deductibles are . . . . .

If Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than [ ] weeks.

If Option C or E is used

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than [ ] weeks.
- The *exchange rates* are those published in . . . . . on . . . . .(date)

If Option C is used

- The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
--------------------	--------------------------------------

less than [ ]% [ ]%  
 from [ ]% to [ ]% [ ]%  
 from [ ]% to [ ]% [ ]%  
 from [ ]% to [ ]% [ ]%  
 greater than [ ]% [ ]%

Unless otherwise stated below

<i>share range</i>	<i>Consultant's share percentage</i>
less than .....	.....
.... %	..%
from .....% to .....	.....
.... %	..%
from .....% to .....	.....
.... %	..%
from .....% to .....	.....
.... %	..%
greater than .....	.....
.... %	..%

**If Option X1 is used**

- The *index* is .....

**If Option X2 is used**

- The *law* of the *project* is .....

**If Option X3 is used**

- The *Employer* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total payment in the currency	maximum in the currency
1 .....	.....	.....	.....
....	...	...	.....
2 .....	.....	.....	.....
....	...	...	.....
3 .....	.....	.....	.....
....	...	...	.....

- The *exchange rates* are those published in .....  
 ..... on .....  
 .....(date)

**If Option X5 is used**

- The *completion date* for each *section* of the *services* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	.....	.....
2	.....	...
3	.....	.....
4	.....	...
5	.....	.....
.....	.....	...
.....	.....	.....
.....	.....	.....
.....	.....	.....

**If Option X5 and X6 are used together**

- The bonuses for each *section* of the *services* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	.....	.....
2	.....	...
3	.....	.....
4	.....	.....



- .....  
.....  
.....
- If Option X13 is used**
- The amount of the performance bond is .....  
.....
- If Option X20 is used (but not if Option X12 is also used)**
- The *incentive schedule* for Key Performance Indicators is in .....  
.....
  - A report for performance against each Key Performance Indicator is provided at intervals of .....  
..... months

CALL OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

Statements given in all contracts

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *Consultant* is .....  
Name .....  
Address .....

- The *key persons* are  
(1) Name .....  
Job .....  
Responsibilities .....  
Qualifications .....  
Experience .....

- (2) Name .....  
Job .....  
Responsibilities .....  
Qualifications .....  
Experience .....

- The *staff rates* are  
Name / designation rate  
.....  
.....

- The following matters will be included in the Risk Register  
.....  
.....  
.....  
.....

Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is .....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is .....

**If the *Consultant* states any expenses**

- The *expenses* stated by the *Consultant* are

item	amount
.....	.....
.....	.....
.....	.....
.....	.....

**If the *Consultant* requires additional access**

- The *Employer* provides access to the following persons, places and things

access to	<i>access date</i>
.....	.....
.....	.....
.....	.....
.....	.....

**If Option A or C is used**

- The *activity schedule* is .....
- The tendered total of the Prices is .....

**SCHEDULE 7B**

**(Form of Agreement – Short Form Call-Off Contract)**



Signed by  
for and on behalf of  
The Employer

Signature

Print name and position

Date:

Signed by  
for and on behalf of  
The Consultant

Signature

Print name and position

Date:

**Table 3, Employer’s Requirement:**

[Insert Table 3 (the Employer’s requirement) from Mini-competition]

**Table 4, Consultants Proposal:**

[Insert Table 4 (the Consultant’s proposal) from Mini-competition]

**Table 5, Contract Particulars :**

Contract Number / PO number: <b>insert</b>
The Contract Commencement Date is: <b>insert</b> The Service Commencement Date is: <b>insert</b> The Term is: <b>insert</b>
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer’s <b>Contract Manager</b> is: <b>[insert name, address and contact details]</b>
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer’s <b>Procurement Manager</b> is: <b>[insert name, address and contact details]</b>
In accordance with Clause 8.5 of the short form Conditions of Contract, the Consultant’s Key Persons are: <b>[insert name(s), area of responsibility, address and contact details]</b>
Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): [ ] days
Special Conditions of Contract: <b>[insert special conditions]</b>
Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)  Clause 5.1 <b>[insert alternative period as required]</b> Where no alternative is listed, the payment period shall be 4-weekly  Clause 5.4 <b>[insert alternative (shorter*) period]</b> Where no alternative is listed, payment must be made within 30 days of receipt of invoices.  * the period cannot exceed 30 days
Address where invoices shall be sent: <b>insert</b>
Other:

**SCHEDULE 7C**

**(Call-Off Contract Form of Variation)**

**CALL-OFF CONTRACT FORM OF VARIATION**

Contract Parties: [to be inserted]  
 Contract Number: [to be inserted]  
 Variation Number: [to be inserted]  
 The Employer Contact Telephone [to be inserted]  
 Fax [to be inserted]  
 Date: [to be inserted]

**THE EMPLOYER FOR VARIATION TO CONTRACT (AVC)**

Pursuant to Clause 30 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Consultant and returned to the Procurement Manager as an acceptance by the Consultant of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE THE EMPLOYER	•
EXTRA COST TO THE THE EMPLOYER	•
TOTAL	•

..... (print name)

For the Employer (signed)	(print name)
<b>ACCEPTANCE BY THE CONSULTANT</b>	
Date	Signed

**SCHEDULE 13**  
**(Supplier Performance)**

## Supplier Performance

Measuring the performance of its consultants is important to TfL. All call offs from the framework which are in excess of £100k in value will include a set of key performance indicators (KPI) which will be measured every quarter as a minimum.

TfL will also measure the performance of call off contracts which are less than £100k in value using a scoring of 1 (poor) to 5 (excellent).

The consultant's performance results are reported at Director level across TfL.

TfL expects good performance on all contracts. Where poor performance is identified a process for mitigation will be implemented. Likewise where there is evidence of good performance the supplier's work will be promoted across TfL. For the avoidance of doubt TfL reserves the right at its sole discretion not to utilise an Incentive Schedule as per Secondary option X20 when calling off from the Framework.

### Call off contracts greater than £100k in value

A set of Key Performance Indicators (KPI) will be prepared by TfL and included within each call off contract. The KPI's will be produced against each of the 7 measures as indicated in appendix A of this schedule and as referenced within TfL's balanced scorecard. The KPI results will be collected every quarter as a minimum.

### Call off contracts less than £100k in value

Each quarter TfL will collect data on the consultant's performance. Each call off will be scored from 1 to 5 using the scoring definition as indicated within table 1 below;

If a specific call off contract is below £100k but deemed to be of high importance and risk to TfL, the project team in consultation with commercial have the option to include a set of KPI's within the "call off" contract.

Score	Scoring Definition
N/A	This activity is not applicable for this supplier
1	The supplier does not display any examples of good practice
2	The supplier displays some good practice but is generally poor in this area
3	The supplier is average/acceptable in this area
4	The supplier demonstrates good practice
5	The supplier excels in this element

**Table 1**

### **Call off contracts for individuals filling a role in TfL on a temporary basis**

TfL also has demand for individuals to fill roles within the organisation on a temporary basis. This could be typically for a period of between 3-6 months.

A very small number of these individuals will be on £750 a day or more. TfL has extremely high expectations from this small number of individuals working in the organisations, as a result their performance will also be measured as part of the quarterly survey using the 1 – 5 scoring matrix described within table 1 above.

The remaining individuals filling roles temporarily within TfL will not have their performance measured through the quarterly survey. If the individual is not performing he will be asked by the employing manager to leave the organisation.

To help these relationship and to align expectations, the employing manager will use the behavioural matrix as indicated within Appendix B to manage the day to day relationship.

### **Addressing poor performance and recognising good performance**

As a minimum, TfL expects good performance from its consultants. The information on supplier performance will be communicated quarterly to directors across TfL.

The result of the survey will be published and made available to suppliers across TfL indicating the position of each supplier in the form of a league table.

If a Consultant obtains a score of less than 3 then this will form the basis for the production of a Supplier Action Plan, which will need to be discussed and approved by the TfL Framework manager.

The Consultant will then submit a “Supplier Action Plan” every four weeks which shall be monitored jointly by TfL and the Consultant.

### **Escalation route for poor performance**

If the consultant has a poor score (1 or 2) on any contract, it is important that a speedy resolution is in place to remedy and address the poor performance.

The consultant’s proposal to resolve levels of poor performance through the Supplier Action Plan should be developed in consultation with TfL and provided to the TfL framework manager within 5 days of the poor performance being identified.

If the next quarterly survey identifies the project is still under performing this will be escalated to the Sponsors/ Directors for the relationship to agree next steps.

If the mitigation plan is unsuccessful, TfL’s Managing Director and the supplier’s CEO or business owner will intervene and meet with the Framework Manager to discuss and agree how to resolve the poor performance.

As a last resort, the consultant may be asked not to bid for future work under the framework until their performance issue is resolved, (The supplier would need to agree to this course of action in writing) or in extreme cases they may be removed from the framework.

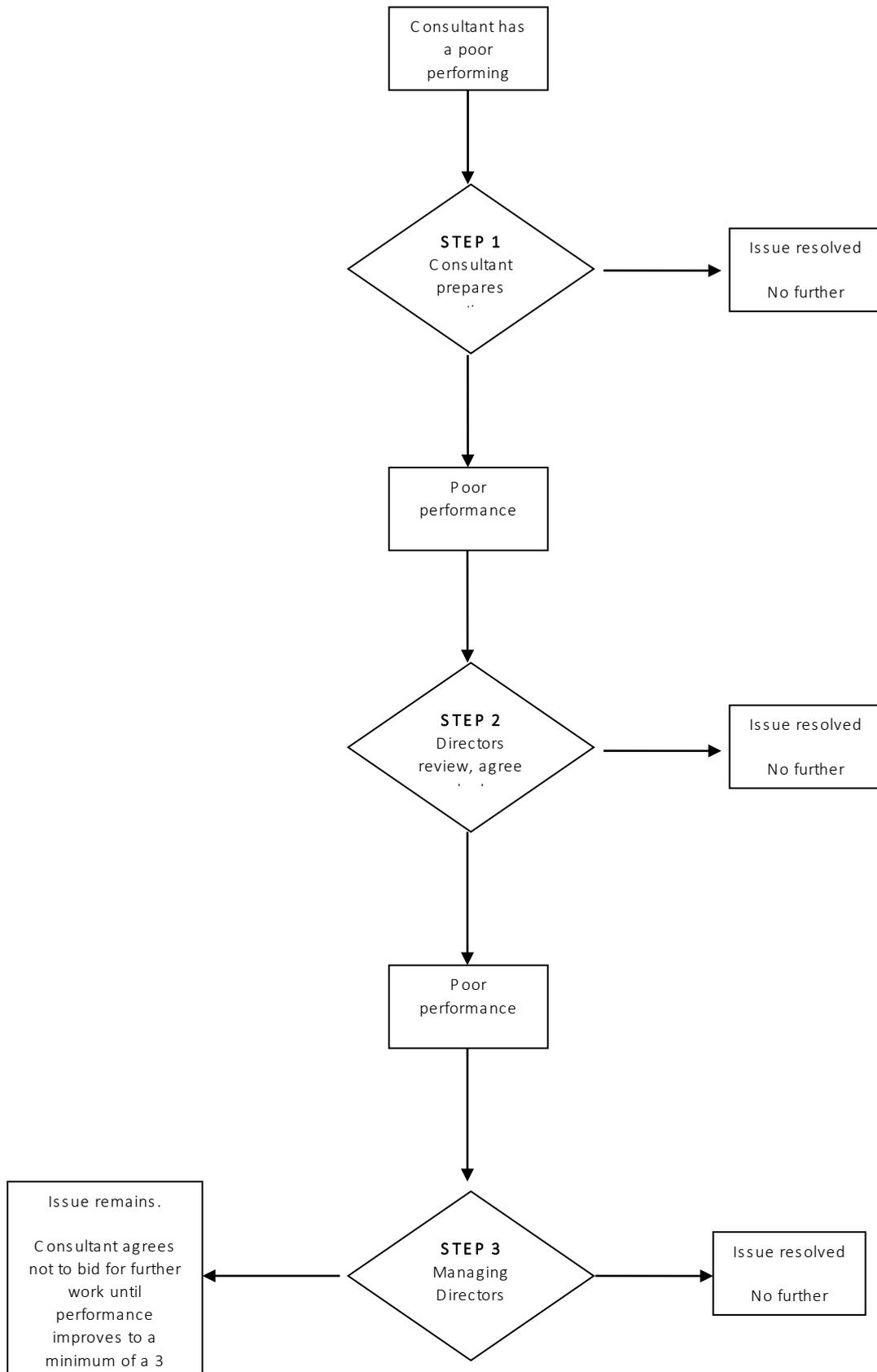
### **Promoting good performance in TfL**

TfL expects good performance and encourages its consultants to excel.

The consultant, who is found to be the best performing in a quarter, will be rewarded with the opportunity to hold a workshop/presentation within TfL on Innovation.

The event will be facilitated and supported by TfL’s supplier relationship manager and attended by 8-10 senior managers from across TfL.

# Escalation Route for Poor Performance Flow Chart



KEY ELEMENT:	GUIDANCE FOR PREPARING KPI's	APPENDIX A:
SAFETY & ENVIRONMENTAL	<ul style="list-style-type: none"> <li>- Supplier undertakes regular training / awareness sessions for their employees on Health &amp; Safety, Quality and Environment</li> <li>- Supplier has a 'Zero Harm' campaign internally to create a safety 'culture' (i.e. posters, desk drops, CBT, videos, spot-checks)?</li> <li>- Supplier employees demonstrate Safety and Environmental knowledge and practice it as appropriate in their work</li> <li>- Are there regular safety audits / risk assessment carried out by the supplier/ an authorised body on their sites?</li> <li>- Supplier preventative measures - after any kind of incident, is there a recognised and documented process the supplier has in place to ensure it does not re-occur?</li> <li>- Does the supplier have targets for recycling and wastage in place that they achieve on a regular basis?</li> </ul>	
RELIABILITY / RESILIENCE / QUALITY	<ul style="list-style-type: none"> <li>- Supplier's ability to deliver at a good level over a sustained period</li> <li>- Supplier accreditations i.e. BS 9001 (or industry equivalent)</li> <li>- Supplier's attitude is 'can-do' and they flex to our evolving requirements, given the nature of our work is not always predictable</li> <li>- Supplier's delivery meets with customer / end user satisfaction</li> <li>- Any pre-delivery and post-delivery service / management of expectations by the supplier</li> <li>- Frequency of non-conformance / re-work due to errors or not meeting TfL's specification</li> </ul>	
CLOSURES / DISRUPTIONS / NETWORK CONGESTION	<ul style="list-style-type: none"> <li>- Has the supplier caused any unplanned closures to a line / track / station / lift / escalator / platform etc in the quarter due to their error / lack of delivery / lack of planning / lack of understanding of the impacts their works would have on other utilities?</li> <li>- How good is the supplier at managing expectations of the works they undertake and the impact of these works on TfL and our customers?</li> <li>- If the supplier does cause any unplanned closures, how good are they at managing and mitigating the impact of it on TfL and our customers?</li> </ul>	
INNOVATION	<ul style="list-style-type: none"> <li>- Does the supplier hold regular innovation workshops or meetings?</li> <li>- Does the supplier proactively come up with innovative new ideas or better ways of working for TfL?</li> <li>- Has the supplier implemented any innovative ideas / new ways of working with TfL?</li> <li>- Supplier receptivity to TfL innovative ideas</li> <li>- Supplier support on implementing ideas</li> <li>- Supplier proactive / willing to make necessary changes to existing processes/ procedures where it is clear they add no value anywhere or if they do not work for TfL</li> <li>- Process improvements achieved by value analysis with supplier</li> <li>- Savings generated from value analysis exercise undertaken with supplier</li> <li>- Supplier demonstrates a deep understanding of our business and industry and enhances our services to our customers</li> </ul>	
£ EFFICIENCY / VALUE FOR MONEY	<ul style="list-style-type: none"> <li>- Ability to deliver within budget / contract price</li> <li>- Savings delivery against targets</li> <li>- Proactively delivering over and above the contract to generate value for TfL - doesn't have to be massive things, but can be small value-adding things (for example a supplier may proactively decide 'piggy-back' with a competitor on their common deliveries to save costs and carbon emissions and pass some of the savings on to TfL)</li> </ul>	
DELIVERY	<ul style="list-style-type: none"> <li>- Delivery on or within schedule / milestones met</li> <li>- Ability to meet or exceed contractual obligations</li> <li>- Ability to plan and forecast resources and logistics to meet TfL specification</li> <li>- Supplier's competency and capability in their delivery</li> <li>- Supplier's management of their supply chain to deliver to TfL</li> </ul>	
RESPONSIBLE PROCUREMENT	<ul style="list-style-type: none"> <li>- Supplier's willingness to drive RP initiatives</li> <li>- Supplier has dedicated resources in their organisation to establish RP firmly on their agenda</li> <li>- Supplier has set themselves RP targets and objectives</li> <li>- Supplier works with their peers and their supply chain to establish joint RP initiatives /share RP best practice</li> <li>- Supplier is working with TfL on establishing RP initiatives</li> </ul>	

TL - MUTUAL BEHAVIOURS FOR SUPPLIER RELATIONSHIPS	BEHAVIOURS				
	Collaborative - 5	Aligned - 4	Effective - 3	Distant- 2	Negative- 1
<b>SAFETY &amp; ENVIRONMENTAL</b>	Supplier senior management demonstrate a 'zero harm' culture by promoting HSE discussions at meetings, sharing HSE standards and best practices and collaborating to continually improve by facilitating joint HSE training sessions and knowledge - Supplierstaff proactively take ownership of ensuring their colleagues are informed and compliant with HSE standards and best practices and how these translate into activities relevant to their roles within the relationship - Supplierstaff exhibit a positive and responsible attitude to safety and environmental practices and are compliant with them at all times	Supplier senior management actively encourages their staff to exhibit safety and environmental practices by providing regular training sessions, running desk drop campaigns and having policies in place on HSE with annual targets etc. - Supplierstaff usually demonstrate compliance with safety and environmental good practices Supplier colleagues regularly collaborate with others to ensure they have a mutual understanding of the HSE activities each is doing	Supplier is working towards embedding a strong HSE compliant culture and this is led by senior management (i.e. Intranet, training sessions, desk drop, posters, Internal comms etc.) Supplier staff usually demonstrate compliance to their own HSE standards and practices and share these as required with each other, communicating any updates or changes as necessary Supplier teams display willingness to engage on further safety and environmental training and awareness to improve.	Supplier senior management do not actively promote safety and environmental practices within the organisation, but a general awareness of HSE is communicated - TL / supplier staffs understanding and recognition of good safety and environmental practice is limited and / or they sometimes display non-compliant behaviour - Sharing and communication of changes to HSE requirements are infrequent and may be unclear	Supplier senior management do not appear to promote safety and environmental within their organisation - The understanding and demonstration of good safety and environmental practices and behaviours by staff is frequently poor and non-compliant - Little or no effort to communicate their organisation's HSE standards or changes is made to other colleagues or parties
<b>RELIABILITY / QUALITY</b>	Supplier's behaviour is consistent with it's organisational values and their teams demonstrate honesty and promote trust by doing what they will when they say they will Supplier demonstrates flexibility in their work to their colleagues and are able to collaborate on and prioritise what is important in an ever-changing environment Supplier teams display reciprocal behaviour to their colleagues and other parties and maintain positive composites under pressure - Trustworthiness is evident in proactive sharing of necessary and relevant information without being asked and by taking ownership of issues / errors without apportioning blame, but emphasising the lessons to be learned - Constructive feedback is proactively solicited and acted upon	Supplier behaviours are consistent with their organisational values Supplier demonstrates flexibility in their work to their colleagues and are able to collaborate on and prioritise what is important - Trust is evident in ownership being taken of important issues and their quick resolution - Constructive feedback is sought, offered and is acted upon - Supplierstaff demonstrate ability to deliver under pressure	Supplier behaviours are usually consistent with their organisational values Supplier team shares required information with other parties and usually manages expectations accurately - Issues are dealt with in reasonable timeframes, occasionally clarity of issue and ownership may be disputed Supplier regularly asks for feedback and displays evidence of applying it - Accepts responsibility for delivery of strategic responsibility	Supplier behaviours are sometimes inconsistent with their organisational values - Issues are not always owned or resolved within reasonable timeframes due to disagreements about ownership / lack of understanding / clarity about what was needed - Feedback is sought sporadically and whilst it is sometimes acted upon, it is not always constructive when it is offered - Supplier staff can sometimes display a defensive attitude under pressure	Supplier behaviours are not very consistent with their organisational values - Trust and flexibility are not evident, however frustration, defensiveness and aggression are frequently exhibited to the detriment of the relationship - Constructive feedback is not sought for, nor offered and there is little evidence it is acted upon if it is given - Team does not appear able to deliver under pressure and is perceived as unreliable
<b>MINIMISING DISRUPTIONS</b>	Supplier holds itself accountable for delivering tasks, responsibilities and targets Supplier staff often exceed targets and proactively seek to take ownership of disruption issues Supplier exhibits understanding of the industry, environment and restraints their colleagues and other parties have to work within and proactively suggests changes to help reduce disruptions, even if it is not in their line of responsibility and demonstrates willingness and receptivity to such suggestions if made to them - Supplierstaff escalates issues when appropriate, but also takes responsibility and makes executive decisions where necessary to ensure disruptions are minimised	Supplier holds itself accountable for delivering tasks, responsibilities and targets Supplier exhibits understanding of the environment, industry and restraints their colleagues / other parties have to work within and may suggest changes to help reduce disruptions from time to time and demonstrates receptivity to such suggestions if made to them Supplier is not afraid to escalate issues in their organisation when appropriate to expedite resolution	Supplier usually demonstrates responsibility for their tasks and does not make excuses for any minor failures but holds themselves accountable and displays ability to learn from any issues Supplier staff exhibit empathy of the environment, industry and the environment, industry and restraints that their colleagues / other parties work within - Ownership is usually demonstrated of issues to minimise delays - Accepts no responsibility for delivery of strategic priorities	Supplier takes responsibility for their tasks and activities, however not always the targets, which are sometimes missed, causing unnecessary disruption - Supplier does not always display a clear understanding of the environment, industry and restraints that their colleagues / other parties work within and as a result this sometimes causes disruption and delay	Supplier does not deliver against all targets Supplier frequently disputes the ownership of tasks and responsibilities, which can result in disruption and delays to projects - May sometimes apportion blame mistakenly for their non-delivery of targets and fails to manage expectations and escalate issues to resolve them - Does not demonstrate understanding of the environment, industry and restraints other colleagues / parties have to work within
<b>INNOVATION</b>	Supplier shows the ability to spot opportunities for mutual benefit and often comes up with new, innovative ideas - supplier is receptive to and often solicits other people's new ideas Supplier proactively analyses trends / MI to anticipate new opportunities to add mutual value Supplier proactively establishes innovation workshop/meetings and their staff lead and facilitate these Supplier exhibits sound decision-making on feasibility and reality of the adoption of new ideas or ways of working	Supplier recognises changing demands / requirements and is able to offer and is receptive to differing solutions Supplier is open to new ideas / ways of working and is willing to host / facilitate innovation workshops/meetings and progress and develop initiatives from them Supplier staff are active and positive participants of any such meetings or workshops	Supplier recognises changing demands / requirements and is able to offer and is receptive to differing solutions Supplier is willing to attend innovation workshops/meetings and progress and develop initiatives from them	Supplier is open to other ideas but can be reluctant to embrace change or new and different ways of working - Suppliers willing to attend innovation workshops/meetings but their staff are not active participants	Supplier does not exhibit receptivity to, or offer new ideas or different ways of working to develop mutual value - TL supplier is very reluctant to embrace change Supplier makes minimal effort to attend or contribute to innovation meetings or workshops
<b>DELIVERY</b>	Supplier demonstrates an excellent understanding of the industry and market other parties / clients operate in and has the ability to anticipate what their colleagues / partners need / aspire to Supplier staff collaborate, plan and organise themselves to ensure that their colleagues / partners / clients have everything needed for successful delivery Supplier staff are prompt to respond to queries or concerns, and goes the extra mile to add value and continually works to improve delivery of wider organisation Supplier demonstrates a strong working ethic in their culture and displays initiative when undertaking tasks and activities - Supplierstaff are always professionally courteous, punctual to meetings and are respectful of other people's opinions Supplier staff display diligence in accurately documenting actions and meeting summaries or minutes, rarely forgetting actions and can juggle and deliver against conflicting and changing priorities	Supplier demonstrates a strong understanding of their colleagues / partners / clients industry Supplier staff work, plan and organise themselves to ensure that their colleagues / partners / clients have everything required for successful delivery Supplier staff respond to queries or concerns quickly and efficiently Supplier demonstrates a good working ethic in their culture and often displays initiative when undertaking tasks and activities Supplier staff are professionally courteous, are punctual to meetings and calls and respectful of other people's opinions Supplier staff display diligence in accurately documenting actions and meeting summaries/minutes	Supplier demonstrates a good understanding of partners / clients industries and is usually able to deliver efficiently - Supplierstaff work and plan to ensure that clients / partners are able to deliver Supplier usually responds to queries or concerns Supplier demonstrates a good working ethic in their culture Supplier staff are professionally courteous, punctual and respectful of other people's opinions - Shares, promotes and seeks "buy-in" to vision	Supplier demonstrates a limited understanding of partners / clients industries Supplier sometimes struggles to plan and organise themselves to enable delivery - Suppliers staff respond to most queries or concerns in a reasonable timeframe Supplier staff are sometimes late to meetings, or cancel meetings at short notice and are perceived as lacking in professional courtesy at times	Supplier does not demonstrate an understanding of partners / client industries - Supplier ignores obvious opportunities for business performance improvement Supplier is not able to demonstrate that they have the ability to plan and organise themselves to deliver as they often miss deadlines Supplier do not respond to queries or concerns raised in a timely manner Supplier staff frequently display a lack of professional courtesy to others (i.e. lateness, lack of planning, disrespectful of others opinions, etc.) - Fails to convince/engage with audiences to the detriment of delivery
<b>VALUE FOR MONEY</b>	Supplier staff proactively seek to eliminate waste and unnecessary cost from the supply chain and exhibit collaboration, empathy and transparency in doing so - Supplierteam demonstrate simplicity and fairness in their approach to agreeing financials and are well regarded by all who deal with them	Supplier displays an understanding of how their actions and decisions impact on other parties' profits, revenues and costs Supplier staff are active participants and collaborators in any initiatives to eliminate waste in their supply chain Supplier team demonstrate simplicity and fairness in their approach to agreeing financials and are well regarded by all who deal with them	Supplier team demonstrate simplicity and fairness in their approach to agreeing financials Supplier participates in some initiatives to reduce waste in their supply chain Supplier shows an understanding of how their actions impact on their own costs and those of other organisations	Supplier team are sometimes difficult in their approach to agreeing financials Supplier does not actively seek to eliminate hidden costs or waste from their supply chain Supplier sometimes displays a misunderstanding of how their actions and decisions impact on the costs, revenues and profits of their own organisation as well as other parties	Supplier is unable to gauge the impact of their financial decisions on themselves and other organisations Supplier staff often make financial decisions that are sub-optimal and overly complex and may be perceived as manipulative and difficult, resulting in a lack of trust with colleagues from other organisations Supplier has little or no evidence to support that they participate in or promote any waste reduction initiatives in their supply chain Supplier exhibits a lack of transparency / fairness / simplicity in their costing / pricing
<b>RESPONSIBLE PROCUREMENT</b>	Supplier staff display a conscientious outlook about promoting Responsible Procurement and what it means for their colleagues throughout their supply chain - Supplier regularly drives collaborative initiatives on Responsible Procurement with their peers to raise the profile of RP and to generate further developments on it within their supply chain	Supplier senior management demonstrate a commitment to procuring goods and services responsibly within their organisation and Tier 1 suppliers by internal comms, hosting meetings etc on the topic Supplier staff display a conscientious outlook about promoting Responsible Procurement Supplier regularly attends collaborative initiatives on Responsible Procurement with their peers to raise the profile of RP and to generate further developments on it within their supply chain	Supplier senior management demonstrate a commitment to procuring goods and services responsibly within their organisation Supplier sometimes attends collaborative initiatives on Responsible Procurement with their peers to raise the profile of RP and to generate further developments on it within their supply chain	Supplier senior management do not appear to promote Responsible Procurement within their own organisation Supplier staff sometimes display ignorance of RP as a topic and what it entails Supplier occasionally attends a meeting on Responsible Procurement but is not an active participant	Supplier senior management do not appear to promote Responsible Procurement within their own organisation at all Supplier staff display ignorance of RP as a topic and what it entails - Supplier does not attend any meetings or workshops on Responsible Procurement