



Transport for London



Invitation to Tender Issued on behalf of The Greater London Authority

Financial issues pertaining to the London Stadium

Reference Number: GLA 80923

Part 1

Transport for London, Windsor House, 42-50 Victoria Street, London SW1H 0TL

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1 INTRODUCTION

1.1 Overview

Procurement for the Greater London Authority (GLA) is managed by Transport for London. For further information on procurement see [Procurement information](#).

This Invitation to Tender (ITT) is being issued to Supplier(s) by Transport for London (TfL) on behalf of the GLA for the provision of an investigation into the past decisions and financial issues pertaining to the London Stadium.

This procurement is to be conducted as a further competition under the Crown Commercial Services (CCS) framework RM1502 ConsultancyONE, using a combination of Lot 5.2 Other Assurance Advice and Lot 5.3 Financial Audit & Investigation.

This procurement is being conducted on behalf of the GLA in accordance with the GLA's obligation to provide best value whilst meeting their requirements. Any Agreement(s) awarded will be between the GLA and the supplier(s) who submit the most economically advantageous response(s) (MEAT) and represent best value to the GLA as further described in this document.

Bidders are required to respond to all sections of the Invitation to Tender.

1.2 Document Structure

This ITT contains 2 parts. These are:

Part 1, this section -The invitation/Instructions/Specification (Sections 1 to 7). This part has all the information you need to formulate your submission and is not to be returned.

Part 2, the Appendices. This part will contain your method statement responding to the requirements in our Specification, your responses to the evaluation criteria, your proposed charges, Diversity Monitoring Form and Form of Tender. All sections must be completed and returned.

2 BACKGROUND

2.1 Introduction

This section provides background information for bidders on this tender being co-ordinated by Transport for London.

The GLA requires a contract to be put in place prior to the commencement of work. A competitive tender is being conducted by TfL for this contract, the requirements of which are set forth within this document.

Greater London Authority -Overview

The Greater London Authority (GLA) was established by the GLA Act 1999. Its staff are appointed by the [Head of Paid Service](#), the GLA's most senior official, and serve both the [Mayor](#) and the [London Assembly](#).

The corporate roles undertaken by GLA staff include:

- [Spending money wisely](#) – the GLA's budget and business planning documents clearly set out how Londoners' money is being spent
- [Maintaining high standards](#) – the GLA upholds the highest standards of conduct and maintains registers of [gifts and hospitality](#) and of interests for its Members and senior staff
- [Governing the organisation](#) – the GLA has developed a transparent and comprehensive approach to corporate governance which is overseen by its Corporate Management Team
- [Electing the Mayor and Assembly](#) – the GLA's Greater London Returning Officer (GLRO) oversees the administration of GLA elections which are held every four years

2.2 Transport for London – Overview

TfL is an executive body of the Greater London Authority, created in 2000 as the integrated body responsible for the Capital's transport system. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services across the Capital. TfL is made up of many predecessor organisations covering almost all transport modes in London, and therefore has the ingredients and accumulated experience to provide one of the largest integrated transport systems in the world. TfL comprises of different modes. The modes are Surface Transport, Corporate, London Underground and Rail. TfL is a partner in Crossrail.

TfL manages London's transport network and is responsible for London's buses, the Underground, the Docklands Light Railway (DLR), London Overground, London River Services, Santander Cycle Hire, electronic vehicles and policing. TfL also runs Victoria Coach Station and the London Transport Museum. TfL is responsible for 360 miles (580km) of main roads, and all of London's 4,600 traffic lights. In addition, it manages the London Congestion Charging scheme and regulates the city's taxi and private hire trade. TfL also promotes a range of walking and cycling initiatives across the Capital.

2.3 Further Information

Further information can be found on the following website, and TfL expects that bidders will review the publicly available material relating to various aspects of this procurement.

- <http://www.tfl.gov.uk/corporate/default.aspx>

3 THE PROCUREMENT PROCESS

3.1 Introduction

This section describes in broad terms the award process following the issue of this ITT.

- 3.2** Any contract awarded as a result of this procurement exercise will be under the CCS ConsultancyONE Framework call off Terms & Conditions (v6 Aug 16) RM 1502, Schedule 4. Please ensure that you familiarise yourself with these conditions.

3.3 The Procurement Process

No information in this document is, or should be relied upon as, an undertaking or representation as to TfL's ultimate decision in relation to the Services. TfL reserves the right without prior notice to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement. This will be subject to the normal rules of public law, EU principles and procurement rules. In particular, TfL reserves the right to provide further information or supplement and / or amend the procurement process for this ITT. In no circumstances shall TfL incur any liability in respect of any changes.

TfL reserves the right without prior notice not to follow up this document in any way and / or to terminate the procurement process without awarding an agreement at any time. In such cases, TfL will not reimburse any expenses incurred by any person in the consideration and / or response to this document. All responses, proposals and submissions relating to the ITT are made entirely at the risk of the bidder.

TfL also reserves the right not to award any Contract at all as a result of the tendering competition.

3.4 Format of Responses

The format for bidders' responses can be found in Section 4.

3.5 Bidders' Costs

Bidders are reminded that they are solely responsible for the costs that they incur as a result of their participation in this procurement.

3.6 Procurement Timeline

The key dates for the procurement process are stated in the Table below. These dates are provided for bidders' **guidance only**, and are subject to change.

Tender issued	6 th January 2017
Clarification Closing Date	18 th January 2017
Tender Return	20 th January 2017, 12:00hrs
Evaluation	23 rd January 2017 to 2 nd February 2017
Clarification Interviews (if required)	3 rd February 2017
Preferred Bidder Notification	w/c 6 th February 2017
Award	10 th February 2017
Kick off meeting with successful consultant	13 th February 2017

Please note that we may ask bidders to attend a clarification interview. However, the GLA reserves the right to award a contract without a clarification interview.

3.7 Contact with TfL

The point of contact for this procurement process is:

Dawn Stelling - Commercial Manager – 020 3054 7353

dawnstelling@tfl.gov.uk

PLEASE NOTE: Bidders must submit any questions relating to this ITT via the clarifications facility on TfL's e-Tendering portal (<https://eprocurement.tfl.gov.uk>).

Subject to the provisions in this section below, TfL will endeavour to respond within three (3) working days to clarification questions that the bidders provide via the TfL e-Tendering portal during the procurement process.

Bidders should be aware that:

- if, in TfL's view, questions are of a general nature, TfL will provide copies of questions in a suitably anonymous form, together with answers, to all bidders;
- if, in TfL's view, questions are of a specific nature, TfL will provide copies of questions, together with answers, only to the bidder seeking clarification; and
- the clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of bidders.

PLEASE NOTE: Clarification questions regarding the ITT received after **the time and date stated in the procurement timeline in 3.6 above** will not be answered.

3.8 Compliant Responses

A compliant response must:

- meet the submission arrangements and conditions set out in the **Submission Arrangements and Administrative Instructions** below and
- address all category modules as further described in Section 4 (Bidders Responses) of this ITT.

3.9 Submission Arrangements and Administrative Instructions

This section describes submission arrangements for bidders' responses.

Bidders should upload their responses to TfL's online e-Tendering portal at <https://eprocurement.tfl.gov.uk/epps/home.do>

All documents which comprise your tender response must be received by TfL no later than **12:00hrs** on **20th January 2017**.

It is advisable to upload responses in good time before the deadline as responses cannot be made via the portal if the submission deadline has passed. It is your responsibility to ensure you have enough time to upload your submission.

Suppliers must provide clear contact details for any post submission clarification questions TfL may have and ensure cover during the evaluation period.

Submissions must only be made via this eTendering portal.

3.10 Rejection of Responses

Responses may be rejected if:

- they are not submitted by the submission date and time as stated on the portal; or
- the complete information called for is not given at the time of responding; or
- if they are in any other way deemed non-compliant by TfL
- Submissions made by any means, other than the portal, or to additional recipients, without the prior agreement of the TfL Commercial Services department will be rejected.

4 BIDDERS RESPONSES

4.1 Introduction

The purpose of this section is to provide instructions to bidders on how to structure and present their response to enable TfL to carry out its evaluation of the bidders' responses.

Bidders should place emphasis upon brevity and clarity in all aspects of their response. Responses should be concise, contain only relevant information and be structured to reflect the category and module structure of this Volume 1. Bidders should note that:

- all documents and materials which comprise the response should be written in English;
- all responses will become the property of TfL and will be subject to the Freedom of Information Act 2000 (see Section 5.2 for further details).

Bidders' responses are to comprise 3 elements:

- The Technical Submission
- The Financial (price) Submission
- The Commercial Submission

The Technical Submission must cover all the Services required as detailed in the Specification detailed in Section 6. Bidders' responses should demonstrate the bidder's ability to meet the requirements.

The Financial Submission will consist of the bidder's response in the completed Appendix A2 Financial Submission.

5 NOTICE TO BIDDERS

5.1 Confidentiality

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

Bidders should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 (FOIA).

5.2 Freedom of Information Act

In relation to this ITT bidders shall provide all assistance reasonably requested by TfL to ensure that TfL complies with the Freedom of Information Act 2000 and all related or subordinate legislation.

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

TfL shall be responsible for determining whether information is exempt information under the FOI Legislation and for determining what information will be disclosed in accordance with the FOI Legislation. Further information is available from: www.tfl.gov.uk/foi

An individual may request:

- to be informed whether TfL holds information of the description requested; and
- if so, to have that information communicated to him or her.

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

- information in any tender submitted to TfL;
- information in any contract to which TfL is a party (including information generated under a contract or in the course of its performance);

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- information about costs, including invoices submitted to TfL;
- correspondence and other papers generated in any dealing with the private sector whether before or after Agreement award.

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

- they must, in their response to this ITT and in any subsequent discussions, notify TfL of any information which they consider to be eligible for exemption from disclosure under the FOIA. Such information must be referred to as “Reserved Information” and identified in the bidders’ responses in the form of the table set out in Appendix 3: Reserved Information to this Volume 1. Information not identified as Reserved Information may be made available by TfL on request. Even information identified as Reserved Information may have to be disclosed;
- all decisions relating to the exemption and disclosure of information will be made at the sole discretion of TfL. It should be noted that TfL may disclose bidders’ justifications for exemption and any additional information relating to that which is classified as Reserved Information;
- although TfL is not under any obligation to consult bidders in relation to requests for information made under FOIA, TfL will endeavour to inform bidders of requests wherever it is reasonably practicable to do so;
- any Agreement with TfL will require bidders to supply additional information, and/or provide other assistance, pursuant to any FOIA request received by TfL;
- TfL’s decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

Additional information and guidance:

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

5.3 Equality and Diversity

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

5.4 Responsible Procurement

TfL will proactively conduct its procurement process in line with the GLA Group Responsible Procurement Policy. Within its obligations as a Best Value authority, and in compliance with EU and UK legislation, TfL will adopt the principles of 'Reduce, Reuse, Recycle' and 'Buy Recycled'. TfL is committed to applying these principles in its procurement of goods, works and services, where the required criteria for performance and cost

effectiveness can be met. TfL will actively promote 'Responsible Procurement' throughout its supply chain.

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

<https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-1>

TfL expects the Service Provider to have in place and implement policies to promote these principles

5.5 Disclaimer

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

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

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

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

Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of TfL and any of its subsidiaries by any person concerning the Agreement or any related procurement process and any attempt to procure

information from any of the foregoing concerning the Agreement may result in the disqualification of the person and/or the relevant organisation from consideration for the Agreement.

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

5.6 Good Faith

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

In submitting a response to this ITT each bidder undertakes that the principles described in this section have been, or will be, brought to the attention of all consortium members, sub contractors, and associated companies which are or will be providing services or materials connected with their response.

5.7 Accuracy of Information

In submitting a response to this ITT each bidder undertakes that:

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

5.8 Intellectual Property Rights

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

5.9 Changes in Circumstances

Each bidder is required to inform TfL promptly and in any case no later than fourteen (14) days, after the occurrence of:

- any changes to any information provided to TfL as part of the ITT process; or
- any other change to its circumstances, which may be expected to influence TfL's decision on its suitability for qualification for receipt of this ITT or to be selected as a Service Provider.

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

5.10 Conflict of Interest

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

5.11 Bid Costs

TfL will not be liable to any person for any costs whatsoever incurred in the preparation of bids or in otherwise responding to this ITT.

5.12 Selection of Service Providers

Before selecting any bidder as a Service Provider, TfL reserves the right to check and confirm:

- the financial standing of that bidder (including each member of any consortium and of any key sub contractor); and/or
- the qualification and resources of that bidder, including verifying all or part of its tender.

5.13 Data Transparency

The UK government has announced its commitment to greater data transparency. Accordingly TfL reserves the right to publishing its tender documents, contracts and data from invoices received. In so doing TfL may at its absolute discretion take account of the exemptions that would be available under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

6. EVALUATION

6.1 Introduction

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

The award criteria have been developed to assist us in deciding which tenderer(s) to award a contract to on the basis of Most Economically Advantageous Tender (MEAT) They are for use by tenderers who have been invited to tender for the proposed contract, their professional advisers and other parties essential to preparing responses to the Invitation to Tender and for no other purpose.

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

We actively seek to avoid conflicts of interest and reserve the right to reject tenderers as ineligible where we perceive an actual or potential conflict of interest. You must advise and discuss all potential conflicts of interest with the TfL contact named in Section 3.7 prior to submission of your completed tender.

The price / quality ratio which will be applied to the evaluation of the tenders is as follows:

Technical Capability (Quality)	Commercial Capability (Price)
70%	30%

The following scoring mechanisms for quality (table 1) and price (table 2) will be applied to this tender.

6.2 Table 1: Scoring Matrix (Technical)

0 - Unacceptable	The response does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies/services, with little or no evidence to support the response,
4 - Poor	Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response
9 – Meets Requirements	Demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services, with evidence to support the response. However lacks evidence of added value / enhanced quality.
16 - Good	Above average demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
25 - Outstanding	Exceptional demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value and continuous improvement with evidence to support the response.

Table 2: Evaluation (Financial)

The method of evaluating the financial aspect is:-

Inverse proportion of lowest cost:

Weighted Score = $\frac{\text{Lowest cost}}{\text{Tender Cost}} \times \text{Price Weighting}$

Tender Cost

7. SPECIFICATION

1. Background

The **London Stadium**, commonly known as the Olympic Stadium, is the stadium in Stratford constructed for the 2012 Summer Olympic and Paralympic Games (the Games), hosting the track and field events and the opening and closing ceremonies.

The London Stadium was initially constructed and included temporary facilities to hold 80,000 spectators for the Games. The plan was for the temporary structures to be removed after the Games, transforming the venue into a permanent athletics venue holding 25,000 spectators.

The Mayor of London and Government subsequently agreed that the full stadium should be retained to be part of the legacy plans for the Queen Elizabeth Olympic Park. As a result, in February 2011, the Olympic Park Legacy Company (OPLC) initiated a competition that resulted in West Ham United and Newham Council being selected as the preferred bidders to take over the stadium after the 2012 Games. This deal collapsed amid legal challenges. A new process then began with an athletics legacy clause clarified to ensure that a track remained in the stadium.

Following the granting, in March 2013, of a 99-year tenancy to West Ham United, the E20 LLP, a joint organisation by the London Legacy Development Corporation and Newham Council were specifically set-up to oversee redevelopment of the stadium into a UEFA Category 4 venue seating 60,000 spectators. In November 2014 UK Athletics were granted a 50-year deal for the use of the stadium and in February 2015, a subsidiary of Vinci Concessions were appointed to manage the stadium operations, including community and sporting use, as well as concerts and events for a 25-year period.

The cost of the Stadium transformation, which by then included the estimated costs of providing retractable seating, had increased to a budgeted cost of £190 million. Work then began in January 2014 to transform the Stadium into a year-round, multi-use arena capable of seating up to 66,500 spectators: the London Stadium. These transformation works included a new roof, restructuring work to create a permanent structure able to stand the weight of the roof, a warm-up track, spectator and hospitality features and external landscaping.

The transformation work was commissioned and managed by the London Legacy Development Corporation (LLDC)¹ on behalf of E20 Stadium LLP – the joint venture between LLDC and the London Borough of Newham that owns the Stadium and which was specifically set-up to oversee the redevelopment and the operation of the stadium. The transformed stadium was and is seen as at the heart of the legacy of the 2012 Games that is being delivered by LLDC – bringing very large numbers of people to the Queen Elizabeth Olympic Park, as part of its development as a major visitor attraction alongside the other Games venues and other park attractions, and helping create a vibrant new heart of London alongside new homes, employers, educational and creative institutions.

In June 2015, during the previous Mayoral administration, LLDC announced the total contract costs for transforming the Stadium would be £272 million. The announcement also said that once the transformation was completed, 'it [would] not require continuous subsidy from the taxpayer and [would] see a return to the taxpayer through future profits due to the agreements in place with the operator VINCI and concessionaires West Ham United and UK Athletics.'

The final comparable cost has, however, now been revised to £309m – excluding a further £14m to maximise income potential from the Stadium. That means a total cost of £323m: about £50m more than the June 2015 figure.

2. Scope

The GLA on behalf of the Mayor of London wishes to commission a detailed investigation into the London Stadium in light of the real cost of transforming the Stadium from a temporary athletics venue into a permanent venue capable of hosting football and other sporting and cultural events, and the cost of operating the venue.

In order to provide a clear understanding of the current position the GLA is inviting bids to undertake this investigation against the following scope:

- To provide a narrative explanation of the history of the London Stadium, including all relevant construction, financial and operational arrangements, with a particular focus on the stadium's conversion into a multi-use arena and the subsequent negotiations and arrangements
- To confirm the key decision points and contractual commitments made, including the financial and operational projections that informed the significant

¹ The LLDC is a Mayoral development corporation, established under powers granted by the Localism Act 2011, and part of the wider Greater London Authority.

investment of public money into transformation works and who was responsible for them

- To assess whether the work leading to the decisions and commitments made was sufficiently robust and subject to appropriate levels of due diligence and negotiation to ensure that value for money was achieved for the taxpayer after taking into account the legacy objectives and expected benefits
- To report on the stadium's financial viability in terms of an assessment of the ongoing and future operating costs and income of the current working arrangements
- To identify any lessons that can be learnt
- To work with all relevant organisations to obtain evidence for this work, reporting any lack of co-operation to the Mayor's office
- To produce a report for publication.

The investigation and its resulting report will cover three distinct phases in the genesis and life of the Stadium:

- 1 The Olympic bodies' original decision making in determining the design and nature of the Stadium built for the Games and what thought was given to how the Stadium would be used post-Games
- 2 The decision making of LLDC and its forebears in the tendering for and delivery of the Stadium transformation in light of the original design and its legacy objectives
- 3 Decisions pertaining to the current operational arrangement for the Stadium, including those made by LLDC, LB Newham and E20 Stadium LLP, and those taken by Her Majesty's Government and the GLA such as hosting the 2015 Rugby World Cup and the 2017 World Athletics.

3. Access to information

Past decisions relating to the Stadium, its transformation and operational arrangements were taken by and/or involved a number of bodies, including government departments, the GLA, the Olympic Delivery Authority (dissolved in December 2014), the LLDC (and its predecessor body, OPLC), the London Organising Committee of the Olympic and Paralympic Games (in liquidation), and E20 Stadium LLP. Some decisions prior to the Games were reached collectively under the auspices of the Olympic Board.

The LLDC will make arrangements for the reviewers to have access to all the relevant historic documentation.

A consultation list will be drawn up of those with knowledge of the subject-matter of the investigation, who can/should be consulted by the reviewers.

4. Governance

The appointed consultant will work under direction from Martin Clarke, GLA Executive Director of Resources and will attend fortnightly progress meetings at GLA's offices during key periods (at other times fortnightly progress reports via email will suffice).

Please note that this review may include access to privileged legal advice. Transport for London (TfL) Legal will further advise on the circulation of privileged legal advice – for example it may be appropriate to permit the reviewers to read legal advice given but not to take or receive copies.

Documents created as part of the review are unlikely to be legally privileged and therefore may become disclosable (a) if relevant in subsequent legal proceedings or (b) pursuant to an information request under the Freedom of Information Act 2000. "Document" in this context includes electronic documents such as emails, Word and Excel documents and hard copies of such documents as well as handwritten notes and annotations on documents.

5. Key output

The key output is to produce a report that addresses each of the points in the scope

High level sign-off will be required before publication and this will be agreed and communicated in due course.

6. Tender requirements

Tenders should include:

- (a) Key resources to be involved in work, including provision of CV's, and indicate the number of days each resource will input on the project (see c below).
- (b) Risks associated with delivery of project and ownership of risk.
- (c) A detailed project plan identifying the key milestones, tasks required to achieve these and a project completion date, this being the date the final report will be ready for publication.
- (d) All-inclusive day rates for completing the project and the number of days or a fixed cost as well as demonstrating best value

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- (e) In preparing the tender the consultant team should consider the evaluation criteria listed in part 8 below and ensure the tender responds to the criteria

Consultants are welcome to partner with other organisations if they feel that they can provide the expertise required to complete the project. Full details of how the partnership would work (governance etc.) should be provided in the tender.

Tender submissions should be no more than 15 sides of A4, in Arial font size 12, excluding appendices.

Submissions should address the evaluation criteria listed in 8 below.

Tenderers are reminded that the GLA has the highest standards of procurement and intends to maintain a fair and open selection process. It will select a firm best suited to the brief and is not obliged to select the lowest or indeed any of the returns. Late tenders will be returned unopened and any attempt to influence the outcome through hospitality or other inducements will result in the disqualification of the tender.

7. Evaluation criteria

The tenderers will be evaluated against the following criteria:

Technical (70%)

- (a) Experience and qualification of staff (including CV's) in this area and structure of the project team (20%)
- (b) Understanding of the brief and suggested approach to undertaking the brief (25%)
- (c) Capacity to undertake the work required against the requirements (15%)
- (d) Project Plan including detailed approach to carrying out the work, key deliverables and resource allocation (10%)

Commercial (30%)

- (e) Cost and value for money (30%)

The GLA expects bidders to satisfactorily manage any conflict or potential conflict of interest.

The evaluation process will be completed by GLA with input from colleagues in the LLDC.

Part 2

Appendix A1, Technical Submission

The following pages should be returned with your comprehensive method statement detailing your response to the Specification in Section 7

Your attention is drawn to Section 3.10 above:

Submissions must only be made via this eTendering portal. Submissions made by any other means, or to additional recipients, without the prior agreement of the TfL Commercial Services department will be rejected.

If you experience problems uploading your documents you must contact the Helpdesk in the first instance. Details are below:-

Email:

tfl-eproc-helpdesk@eurodyn.com

Telephone:

0800 074 0503

If the Helpdesk are unable to assist you then contact the Commercial Agent named in Section 3.7 to make alternative arrangements for the receipt of your submission.

Appendix – A2, Financial Submission

Tenderers should provide a fixed fee for the delivery of the scope of services. The proposed fee should be exclusive of VAT and inclusive of all expenses.

Tenderers should also provide, as an appendix, a table detailing their calculation of the fixed fee. Please provide a breakdown of the fixed fee with the following details:

- a) Team member name and job title (as defined in Consultancy ONE RM1502 L5.2 & L5.3);
- b) Expected number of days (assuming a 8 hour Working Day (excluding breaks) and inclusive of travel & related expenses to the Base Location;
- c) Day Rate; and
- d) Expected cost.

Identify any key assumptions made within the fixed fee.

Appendix A3, Commercial Submission - Supplier Diversity Monitoring Form

The GLA encourages tender applications from all sections of the community. We endeavour to appoint contractors who are committed to promoting equality of opportunity in their own employment and service delivery, and who can demonstrate an ability to assist the GLA achieve its statutory responsibilities in this important area.

The GLA is also committed to maximising the diversity of our supplier base. In order to help us monitor whether we are successful in this aim we ask all applicants to complete this form. The information provided below will NOT be scored and is kept confidentially, therefore this information will not affect your application in any way.

Serial	Question	Answer
1	Contract number/reference <i>(to be completed by Authority)</i>	GLA 80923
2	Contract start date <i>(to be completed by Authority)</i>	
3	Contract finish date <i>(to be completed by Authority)</i>	
4	Number of employees in your Company	
5	Your enterprise turnover p/a in thousands	
6	Is your enterprise majority BAME ¹ owned/led ² ?	
7	Is your enterprise majority owned/led by women?	
8	Is your enterprise majority owned/led by disabled people?	
9	Is your enterprise majority LGBT owned/led?	
10	What is the % of BAME staff in your enterprise workforce?	
11	What is the % of women staff in your enterprise workforce?	
12	What is the % of disabled staff in your enterprise workforce?	
13	What is the % of LGBT staff in your enterprise workforce?	
14	What % of your workforce resides in London?	

¹ **BAME:** Black, Asian, Minority Ethnic, known until recently as BME. Black is an inclusive term for all ethnic groups who have a common experience of discrimination on the basis of their skin colour. An ethnic minority community is an ethnic group that is numerically smaller than the predominant white group in Britain. A BAME Company is one which is majority BAME owned or led.

² Ownership of Third Sector organisations relates to how they are governed. Third Sector organisations are governed through a management committee made up (volunteer) trustees. In this case 51% or more trustees should be from BAME, women, disabled, LGBT groups in order for these organisations to be deemed as being minority owned/led.¹

LGBT: Lesbian, Gay, Bisexual and Transgender.

Appendix A4, Commercial Submission - Form of Tender (Part 1)

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document Consultancy for the Strategic Review of TfL was prepared by Transport for London ("TfL") in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any member of the TfL group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. The provisions within section 8, 'Notice to Bidders', of the ITT has been and will continue to be complied with.
3. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
4. TfL reserves the right (on behalf of itself and its group companies) to award the contract for which tenders are being invited in whole, in part or not at all.
5. This tender shall remain open for acceptance by TfL and will not be withdrawn by us for a period of 3 months from the date fixed for return.
6. The information provided by us is true and accurate.

Appendix A4, Commercial Submission – Form of Tender (Part 2)

Having made due allowances for the full requirement in the ITT documents we hereby offer to provide the Services to TfL (or any member of the TfL group) in accordance with the terms and conditions stated therein for the rates detailed in Appendix 1 – Financial Submission.

Note, by completing box 1 you agree to the terms and conditions of contract in full with no amendments. If you sign box 1 and propose alternative conditions of contract elsewhere in your submission it will be treated as if you had signed box 2.

If you do not wish to accept these 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 the Conditions of Contract attached to this ITT.	
Name		Date
Signed		

2.	I DO NOT agree to accept the Conditions of Contract attached to this ITT. I have proposed alternatives as detailed in an appendix to this Form of Tender. I/We understand that any quote that is qualified in this way may not be considered.	
Name		Date
Signed		

APPENDIX A5, CONFLICT OF INTEREST DECLARATION

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

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

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

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

'Protect-Commercial'

TfL e.g. through personal or working relationships with current or former employees or through prior employment with GLA or third party suppliers or in connection with this tender?	
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I, as representative of all companies associated with the Applicants submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify the GLA promptly of becoming aware of such information and undertake to take such action as the GLA may reasonably direct.

Signature:	
Name:	
Designation:	
Company:	
Date:	