# Invitation to Tender

# Title: Whole School Approach to Mental Health Programme Evaluation and Research Partner

Reference Number: GLA 82385

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### **Section A: Introductory Information**

### 1. INTRODUCTION

Transport for London (TfL) is issuing this invitation to tender (ITT) as a competitive procurement for the award of a Contract for the services detailed within this document.

This request is for the Greater London Authority (GLA) whom are the *Employer* of this tender. Procurement for the GLA is managed by Transport for London (TfL), where TfL are mentioned in this process, shall also incorporate GLA in the meaning.

Any Contract awarded will be with the Supplier who submits the most economically advantageous tender and represents best value to TfL as further described in this document.

Bidders are required to respond to all sections of the invitation to tender as prescribed.

This ITT is being conducted through TfL's e-tendering portal SAP Ariba.

### 2. ORGANISATION OVERVIEW

The 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.

Further information on GLA can be found on the following website, and GLA expects that you will review the publicly available material relating to various aspects of this procurement: <a href="https://www.london.gov.uk">www.london.gov.uk</a>

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### 3. PROCUREMENT POLICY

- 3.1. Please read the following instructions carefully before submitting a tender.
- 3.1.1. Bidders should note that this ITT and their response may be incorporated in whole or in part into the final contract entered into.
- 3.1.2. Bidders should note that proposal submissions which are poorly organised or poorly written, such that evaluation and comparison with other submissions is notably difficult, may exclude the Bidder from further consideration.
- 3.1.3. Tenders must be submitted in English.
- 3.1.4. TfL shall have the right to photocopy the tender for the purposes of tender evaluation; submission of a tender shall be deemed as confirmation of TfL's right to photocopy it.
- 3.1.5. TfL shall have the right to distribute electronically the tender for the purposes of tender evaluation; submission of a tender shall be deemed as confirmation of TfL's right to electronically distribute it.
- 3.1.6. Tenders must comply in every respect with the requirements of this ITT. Failure to comply fully with the instructions to Bidders may result in the tender not being considered.
- 3.1.7. TfL reserves the right to award the contract for which tenders are being invited in whole, or in part or not at all.
- 3.1.8. Bidders 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 Submission.
- 3.1.9. TfL shall not be liable for any costs, charges or expenses borne by the Bidder whether or not a Contract is awarded, which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process.
- 3.1.10. Tenders must remain open for acceptance by TfL for a minimum period of 90 days from the date of submission.
- 3.1.11. All communications from TfL will be notified via the "Messaging Service" to the main contact who registered on the e-tendering portal.
- 3.1.12. Bidders are reminded that TfL 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.

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### 3.2. Confidentiality, Publicity and Marketing

- 3.1.1. Bidders must maintain strictest confidence and not disclose to any third party without prior written consent of TfL, the information supplied by TfL in this tender document and other confidential information supplied by TfL to the Bidder.
- 3.1.2. Bidders must not communicate to any person other than TfL, the amount or approximate amount of the charges and such charges must not be determined or adjusted by arrangement or in collusion with any third party. The Bidder must not make any such communication or enter into any collusive arrangement with any third party whether in relation to this tender or a tender submitted or to be submitted by such third party.
- 3.1.3. The technical specification made available to the Bidder during the course of this mini-competition is strictly confidential. Such information should not be disclosed to any third party including subcontractors without the prior consent of TfL.

### 3.1.4. Bidders are **not** permitted to:

- Make any public statement or communicate in any form with the media in connection with this Tender Process;
- Use any trademarks, logos or any other Intellectual Property Rights associated with TfL;
- Represent that the Bidder is directly or indirectly associated in any way with TfL or this Tender Process;
- Engage in any form of marketing which creates, implies or refers to an association between the Bidder and TfL and/or the Tender Process;
- Do anything or refrain from doing anything in relation to the Tender Process that would have an adverse effect on TfL: and
- Bidders must direct any queries from the media to TfL's Press Office on 0845 604 4141 or pressoffice@TfL.gov.uk. If required, Bidders must seek further guidance from TfL via the Procurement Lead.

### 3.3. Return Of Tender Documents

- 3.3.1. Bidders should submit a proposal online via TfL's SAP Ariba e-tendering portal.
- 3.3.2. The deadline to submit a proposal is **12.00 (Noon) 30<sup>th</sup> July 2025** via the TfL SAP Ariba e-tendering portal.
- 3.3.3. Acknowledgement of receipt of this Tender Bidders are asked to confirm their intention to submit a Proposal in SAP Ariba e-tendering portal as soon as possible.
- 3.3.4. The TfL SAP Ariba e-tendering portal will reject any tender submission if it

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is published after the deadline stated in this document.

- 3.3.5. You are strongly recommended not to leave uploading of all data to the last day. Neither TfL nor its e-procurement system provider will be responsible for any failure to upload data due to insufficient time being allowed by Bidders.
- 3.3.6. For help on submitting your tender, please contact SAP Ariba for help in the first instance.

### 3.4. Tender Clarification Questions

- 3.4.1. Any technical questions or requests for clarification regarding this Tender should be submitted via the TfL e-tendering portal. If TfL considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form to all Bidders.
- **3.4.2.** The deadline for clarification questions is **17.00 23**<sup>rd</sup> **July 2025.**
- 3.4.3. Bidders **should not** contact any of the Authority's personnel mentioned within this request directly as it is imperative that the process remains fair and transparent to all Bidders.

### 3.5. Post-Tender Clarification

- 3.5.1. During the course of the evaluation of tender submissions, the Bidder may be asked to answer questions about its submission and other matters related to the Services. The Bidder 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 Authority rejecting the Proposal submission. Any amendments to the Proposal submission arising from these discussions with the Bidder will be taken into account in the final evaluation.
- 3.5.2. If required, post-tender clarification meetings may be requested by the Authority. These post tender clarification meetings are to clarify tender submissions. The Authority may request a meeting from all, some or one of the Bidder's. Failure to attend may result in rejection of the tender submission.
- 3.5.3. We reserve the right to ask for clarification on proposals through an interview process.

### 3.6. Rejection of Tenders

- 3.6.1 Tenders may be rejected if:
  - they are not submitted by the submission deadline date and time as stated;

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- the complete information called for is not given at the time of responding;
- 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 TfL.

### 3.7. TfL Contact

3.7.1. The Procurement Lead for this Tender is:

Ilva Cunka Commercial Manager Email: ilvacunka@tfl.gov.uk

3.7.2. No contact should be made with the Authority's personnel directly as this may invalidate the Bidder's proposal submission. All contact must be via the etendering portal.

3.7.3. Only technical issues relating to the e-tendering portal allow for direct contact with the procurement lead. However, in the first instance the Bidder should contact the e-tendering portal helpdesk.

If unresolved, contact the Procurement Lead mentioned above.

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### 4. PROCUREMENT TIMELINE

The key dates for the procurement process are stated below. These dates are provided for bidders' guidance only and may be subject to change.

Activities	Dates	
Release of ITT	03/07/2025	
Submit Intent to Respond	ASAP	
Deadline for clarification questions	5pm 23/07/2025	
Closing date for return of ITT responses	12.00pm (Noon) 30/07/2025	
Tender evaluations	31/07 – 15/08/2025	
Post Tender clarifications via SAP Ariba (if required)	18/08 – 20/08/2025	
Contract Award Decision/ Internal Procurement Approval (bidders to be notified after procurement approval obtained)	By 22/08/2025 (Sooner if no clarifications are required)	
Contract Award (bidder notification) (Subject to Contract)	22/08/2025 (Sooner if no clarifications are required)	
Finalise Contract/Commitments	By 28/08/2025 (Sooner if no clarifications are required)	
Contract Commencement	01/09/2025	

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

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### 5. ESSENTIAL DOCUMENTS

The following documents form part of the tendering process which has been included as appendices:

- A1 Specification
- **A2** Financial Submission (Pricing Schedule)
- A3 Contract for Services
- A4 Form of Tender
- **A5** Personal Service Company
- **A6** Non-Collusion Declaration
- A7 Reserved Information Template

As detailed within the specific appendices, the required forms must be completed as part of the Bidders submission. Failure to do this will result in rejection of tender.

### 6. BIDDERS' TENDERS

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' tender submission.

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

- the name and number of the relevant module of the ITT and Specification should clearly be highlighted;
- all additional information, which is outside the scope of the information specifically requested in the modules, must be in clearly referenced annexes.
- all tenders will become the property of TfL and will be subject to the Freedom of Information Act 2000 (see Section C for further details).

Bidders' tenders are to comprise of three (3) elements:

• The Technical Submission – Response must cover all the Services required as detailed in Section B.

Note: This MUST NOT contain any pricing information.

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- The Financial (price) Submission See Appendix A2 Bidder's cost proposal as per the pricing template set out.
- The Commercial Submission See Appendices A3 A7 Contains the draft Contract Terms & Conditions. Bidder to complete all the relevant documents as specified. Failure to do this will result in rejection of tender.

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### **Section B: Scope of Tender**

### 1. SCOPE OF REQUIREMENT

Please see Appendix A1 for full specification of services required.

### 2. CONTRACT AWARD CRITERIA

The contract, if awarded, will be awarded to the Bidder submitting the 'most economically advantageous tender' also known as MEAT.

2.1 The technical submissions will account for 70% of the total scoring assessment and the commercial considerations will account for 30% of the total scoring assessment as detailed below:

Technical Proposal Evaluation: 70% and Discretionary Pass/Fail		
Criteria	Sub-weighting %	
<ol> <li>Understanding and Methodology - Detail your understanding of this requirement and your proposed methodology to carry out the Services.</li> <li>Your methodology to carry out the services should include:</li> </ol>	25%	
<ul> <li>Your approach to the qualitative aspects of the evaluation including working with and getting input from boroughs, schools and young people. What methods will be used to develop the code frame for the qualitative questions and how would you work with us to develop this?</li> </ul>		
<ul> <li>How analysis (mass coding) will be undertaken and provide assurances that all comments would be read and coded by an analyst, and that you will not use software-based methods for analysis of the open questions.</li> </ul>		
<ul> <li>How the quantitative aspects of the evaluation will be undertaken including any statistical analysis.</li> <li>What quality assurance processes will be used both for the analysis and report preparation.</li> </ul>		
<ul> <li>Your understanding of the ethical and legal standards and requirements of your proposed methods</li> <li>Any risks associated with the above</li> </ul>		
Page count: Max. 5 pages in A4, Arial font size 12.		

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<ul> <li><u>Deliverables &amp; Programme</u> – Outline your understanding of the deliverables and provide a detailed programme identifying:</li> <li>Activities / Deliverables</li> <li>Resource</li> <li>Grade of Resource</li> <li>Effort Days</li> <li>Timescales</li> </ul>	25%
Please be reminded not to include any pricing info in your technical submission and your resource and effort days must much the info submitted in Pricing Schedule.	
Page count: Max. 3 pages of A4, Arial Size 12, plus one programme on a maximum of 1 page of A3.	
<ul> <li>Quality of Resource – For the proposed evaluation team, supply:         <ul> <li>A synopsis of their role and the expertise and added value they would bring to the project. Please outline experience in carrying out similar work in a practice or research setting. Please highlight their knowledge, understanding, and experience of safeguarding, health inequalities in children and young people's mental health, and the London school context.</li> <li>CV detailing relevant experience (essential) and peer-reviewed publications (desirable). Maximum of 2 pages per CV – to be provided as appendix to the main tender document.</li> <li>Evaluation team's availability for the duration of the contract.</li> <li>Include an extract from a previous piece of work (1 page only) by the proposed author(s).</li> </ul> </li> <li>Page count: Max. 4 pages of A4, Arial Size 12, plus 2-page CV's (no overall page limit to CVs)</li> </ul>	15%
<ul> <li>4. Knowledge Transfer – Detail a process for transferring knowledge to GLA and participating schools and boroughs, including training/development opportunities, lessons learnt, feedback on current delivery and during close out of project.</li> <li>Page count: Max. 1 page of A4, Arial Size 12</li> </ul>	5%
Conflicts of Interest - Provide details of actual or potential Conflicts of Interest which may impact this project and if so, how would they be mitigated.	Discretionary Pass/Fail

The minimum technical threshold of 35 out of the available 70 and a minimum score of '2

– Meets the Requirement' per question must be achieved to move on to the second

stage of evaluation which is the commercials.

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Commercial Proposal Evaluation: 30% and Pass/Fail		
Information Required	Weighting	
Fixed Price (Complete Attachment 2 Pricing Schedule)		
The provided template must be used with no amendments except for inserting additional lines for deliverables and additional columns for resources.	30%	
Full Acceptance of TfL Standard Services Contract Terms and Conditions. See Appendix A3.  Note that we consider The Draft Contract to be commercially acceptable and you are required to accept it in order for your tender to be compliant. However, you may use the clarification process to raise any drafting errors or inconsistencies or to clarify any ambiguities. TfL reserves the right to amend the Draft Contract to reflect such clarifications and then re-issue it to all bidders.	Pass/Fail	
1. A) Please state if you are an individual providing your services via a personal service company (i.e. a limited company that typically has only 1 or 2 directors, where some of the individuals providing the services hold more than 5% share in the company).	Pass / Fail A) No = Pass B) Yes = Pass	
1. B) If you have answered YES to 1. A), Please confirm that should you be awarded the contract to deliver this requirement you agree that you will be engaged via an intermediary of TfL's choice.		
2. Please confirm that should you engage personal service companies to deliver the Services, you will inform TfL that this is the case and co-operate with TfL in relation to any questions raised to identify whether the Intermediaries Legislation applies; and if TfL confirms that it does, you will make all relevant deductions in accordance with Chapter 10 Part 2 ITEPA 2003.	Pass / Fail Yes = Pas No = Fail	
Full contact details of the Consultant's Bid Manager (Complete Attachment 2 Pricing Schedule)	For info	

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### **Financial Capacity**

Bidder's financial capability will be assessed by the Authority with a report obtained from Creditsafe.

According to the latest available comprehensive report from Creditsafe, the Supplier's Creditsafe rating is greater than or equal to 30.

Pass: the Supplier's Creditsafe rating is greater than or equal to 30; or the Supplier's Creditsafe rating is less than 30 or a Creditsafe rating is not assigned (or the Supplier is not yet incorporated or has not been trading for the required length of time) but the Supplier has demonstrated in a written statement (including in relation to any credit support arrangements) with specific examples where appropriate, that liabilities can be serviced as they fall due, that there are mitigating circumstances, that the risk of failure of the Supplier will not affect the Supplier's ability to undertake a contract of this nature and scale and that the risk of failure has not and is not expected to have a significant effect on the financial or trading position of the Supplier.

Pass/Fail

**Fail:** the Supplier's Creditsafe rating is less than 30 or a Creditsafe rating is not assigned (or the Supplier is not yet incorporated or has not been trading for the required length of time) and the Supplier has not demonstrated (including in relation to any credit support arrangements) that liabilities can be serviced as they fall due and/or that there are any mitigating circumstances and/or that the risk of failure of the Supplier will not affect the Supplier's ability to undertake a contract of this nature and scale and/or that the risk of failure has not and is not expected to have a significant effect on the financial or trading position of the Supplier.

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### 2.2 Evaluation Scoring

The Tenders received will be evaluated by a Technical Panel and Commercial Services personnel.

### 2.2.1 Technical

Bidders will be scored against the following scoring mechanism:

Rating	Score	Description
Unacceptable	0	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,
Poor	1	Some minor reservations of the Tenderer's relevant ability, understanding, experience, skills, resource & quality measures required to provide the services, with little or no evidence to support the response
Meets the Requirement, Good	2	Demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services, evidence to support the response
Very good	3	Very good demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.
Outstanding	4	Exceptional demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value and continuous improvement with evidence to support the response.

### 2.2.2 Commercial

Bidder's proposed 'Fee Total' will be evaluated with the lowest priced bid receiving the maximum score available. Each subsequent submission will be scored a percentage score of the total marks available, based on the percentage variation from the lowest priced bid.

Lowest Commercial Price Submitted Commercial Price of Supplier × Commercial Points Available (30%) = Commercial Score

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### 3. PRICING

The Bidder is requested to submit an all-inclusive pricing schedule for the work associated with the deliverables described in the Specification.

Day rates should be inclusive of travel and subsistence charges, no other costs will be paid by the Authority. A supporting document may be provided to detail/ identify any assumptions.

Complete Appendix A2 - Pricing Schedule.

### 3.1 Abnormally Low Tender

Your price proposal will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all bidders.

If the assessment shows that your tender may be abnormally low, then TfL will request from you a written explanation of your tender.

On receipt of your written explanation, TfL will verify with you the tender.

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

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

### 3.2 Opportunity adjustment

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

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### 4. CONTRACTUAL

Any contract awarded as a result of this ITT shall be placed in accordance with the Terms and Conditions. Copy of Contract attached as Appendix A3.

Contract to be reviewed and confirmation of acceptance must be provided within your proposal. Failure to comply with these Terms and Conditions will result in rejection of tender.

Note that we consider The Draft Contract to be commercially acceptable and you are required to accept it in order for your tender to be compliant. However, you may use the clarification process to raise any drafting errors or inconsistencies or to clarify any ambiguities. TfL reserves the right to amend the Draft Contract to reflect such clarifications and then re-issue it to all bidders.

Bidders are advised that Award of contract is subject to final internal TfL/ GLA approvals.

### 5. ASSUMPTIONS AND CAVEATS

Bidders must ensure that a full list of assumptions and caveats is provided in support of the ITT requirements. Any assumptions which are not included will not be considered at a later stage.

TfL reserves the right to challenge the validity of any assumptions or caveats.

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### Section C: Guidance to Tenderers on TfL's Policy for access to information

### 1. Background

- 1.1 The Freedom of Information Act 2000 (**FOIA**) gives the public a legal right of access to information held by public authorities. The public now have a right to know about our work and it is our duty to operate with openness and transparency.
- 1.2 A person making a FOIA request is entitled to two things, unless an exemption applies. These are:
  - (a) to be informed whether we hold information of the description requested; and
  - (b) if so, to have that information communicated to him or her.

### 2. How does this affect you?

- 2.1 **All** information held by TfL<sup>1</sup> is caught by the FOIA. The rules about disclosure apply regardless of where the information originated from. This means that all the following types of information **may** be subject to disclosure:
  - (a) information in any tender submitted to us;
  - (b) information in any contract to which we are a party (including information generated under a contract or in the course of its performance);
  - (c) information about costs, including invoices submitted to us;
  - (d) correspondence and other papers generated in any dealing with the private sector whether before or after contract award.
- 2.2 This means TfL will be obliged by law to disclose such information unless an exemption applies.
- 2.3 The legal obligation to respond to requests from the public under the FOIA rests with TfL. TfL must therefore respond to requests as we see fit in our sole discretion. This Guidance explains our policy on the disclosure to the public of information about our private sector Bidders.

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<sup>&</sup>lt;sup>1</sup> Please note that references in this document to "TfL" include all its subsidiaries.



#### 3. General rules on Disclosure

- 3.1 In the absence of special circumstances:
  - (a) all Requests for Quotes published by TfL will be available to the public on request;
  - (b) responses to tenders will be held in confidence until contract award;
  - (c) information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.
- 3.2 Any person tendering for or contracting with TfL must notify TfL during the tendering or negotiating process of information which they consider to be eligible for exemption from disclosure under the FOIA. Such information must be referred to as "Reserved Information" and identified in the bidders' tenders in the form of the table set out in Appendix A7: Reserved Information to this ITT.
- 3.3 Information not identified as reserved information in the way described above is likely to be made available by TfL on request. Even information identified as Reserved Information may have to be disclosed;

### 4. Reserved Information

- 4.1 Information which you wish to put forward as reserved information must clearly describe, with supporting detail:
  - (a) the information itself, or the class(es) of information; and
  - (b) why, in your opinion, that information is exempt from disclosure. Grounds for exemption may be one or more of the following:
    - (i) the information is a trade secret;
    - (ii) the disclosure of the information would prejudice the commercial interests of any person or organisation (see 4.2);
    - (iii) the information will be disclosed by you to TfL, and the nature of the information, or the circumstances of its disclosure, or other circumstances, justify the acceptance by TfL of an obligation of confidence in relation to that information:
    - (iv) the information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; or

(v) any other specific exemption under the FOIA.

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- 4.2 All decisions about disclosure of information will be made at the sole discretion of TfL. The exemption that applies to trade secrets and to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA. This means that 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 public interest in upholding the exemption.
- 4.3 Information which is submitted to TfL as reserved information will be listed in a document that will also:
  - (a) specify which exemption(s) may apply to each piece or class of information; and
  - (b) indicate when it is likely information can be made available, or (if this is the case) that it is unlikely ever to be made available.

TfL may disclose your justification for classifying information as reserved information.

- 4.4 Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the contract supply.
- 4.5 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.
- 4.6 You may designate unit prices or more detailed pricing information as reserved information.

#### 5. Other Guidance

- 5.1 Although TfL is not under any obligation to consult you in relation to requests for information made under the FOIA, we will endeavour to inform you of requests wherever it is reasonably practicable to do so.
- 5.2 Contracts with TfL may require you to supply information to us, or provide other assistance, pursuant to any FOIA request received by TfL.
- 5.3 You should be aware that 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.

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