



OPEN TENDER

RSSB INVITATION TO TENDER FOR THE PROVISION OF: Risk Analysis Services -

Understanding the forces and energy in the electrification system
during de-wirements

Deadline: 4th May 2017 10:00am

ITT Reference: RSSB2573

1. TENDER DOCUMENTS

- 1.1.1 RSSB intends to procure a contract for Risk Analysis Services (hereinafter referred to as the “Services”).
- 1.1.2 Your company is hereby invited to tender to provide these Services.
- 1.1.3 This procurement is being carried out under the Open Procedure.
- 1.1.4 The purpose of the procurement is to identify the Tender which represents, from the point of view of RSSB, the most economically advantageous solution for the delivery of the Services.
- 1.1.5 RSSB intends to award a single Contract to a single entity (hereinafter referred to as the “Contract”) for 8 months.
- 1.1.6 This Invitation to Tender (ITT) sets out RSSB’s detailed requirements and invites Tenderers to propose a solution for meeting these requirements.

1.2 Contents

- 1.2.1 These guidance notes for tenderers contain:
 - (i) RSSB’s Contract strategy (Section 2)
 - (ii) An explanation of the ITT process and timescales (Section 3)
 - (iii) A description of the Tender documents required (Section 4)
 - (iv) Guidance on how RSSB will evaluate the Tender responses (Section 5)
 - (v) A disclaimer (Section 6)
- 1.2.2 Tenderers should note that these guidance notes make reference to the following additional documents:
 - (i) Appendix A: Company information
 - (ii) Appendix B: Schedule of Qualifications
 - (iii) Appendix C: Declaration
 - (iv) Appendix D: Sub-contractors
 - (v) Appendix E: Conflicts of Interest
 - (vi) Appendix F: Schedule of Requirements
 - (vii) Appendix G: Pricing Schedule
 - (viii) Appendix H: Draft Contract

2. Contract strategy

2.1 Overview of requirements

2.1.1 The objective of this work package is to carry out a formal risk analysis of a standard de-wirement incident through drawing further information from historical case studies (as per WP01), foreseeable events and to look at possible outcomes as a result of the current ceramic and polymeric insulator design choices, making use of the further knowledge that has also been gained on forces, (through WP02). It is intended that the research should look at the state of the infrastructure and rolling stock over the total period of change from ceramic to polymeric insulators, to be able to quantify the present and future risk across the whole network, based on the numbers and rate of new polymeric insulators being introduced onto the railway network.

The work should consider potential mitigations for de-wirement risk and quantify their potential benefit.

2.1.2 Please see Appendix G: Schedule of Requirements for full details.

2.2 Desired contract relationship

2.2.1 RSSB will seek a cooperative relationship, based on a clear understanding of respective roles and responsibilities, as well as the principles of:

- (i) transparency and fairness of process;
- (ii) disclosure of relevant information and guidance when required;
- (iii) identification and pre-emption of delivery risks;
- (iv) rapid resolution of issues based on an 'agile' and "fix-first, argue later" ethos;
- (v) delivery of the approved solution to time/in budget given the very short timescale; and
- (vi) a value-for-money solution.

2.2 Contract terms and conditions

2.3.1 Any Contract arising from this Procurement shall comprise the following documents:

- (i) Appendix G: Draft Contract - RSSB's Standard Terms & Conditions;
- (ii) Clarifications log;
- (iii) Appendix F: Schedule of Requirements
- (iv) Appendix B: Schedule of Qualifications - as returned to RSSB with the Tender;
- (v) The Technical Responses as returned to RSSB with the Tender; and
- (vi) Appendix G: Pricing Schedule as returned to RSSB with the Tender.

In the event of any conflict between any of the documents, they shall be afforded the order of precedence shown above.

2.3.2 Any Contract arising from this Procurement shall be subject to English law and the exclusive jurisdiction of the courts of England.

3 ITT Process

3.1 ITT single point of contact

- 3.1.1 Your main point of contact is: Gemma Cuthbert: shareditt@rssb.co.uk
- 3.1.2 Tenderers must not approach any of RSSB’s staff except where expressly permitted by this ITT.

3.2 Procurement Timetable

- 3.2.1 The timetable for this procurement follows. This is intended as a guide and whilst RSSB does not intend to depart from the timetable, it reserves the right to do so at any stage.

The expected milestones are set out below:

Table 1

Project Objective	Date	Time
Invitation to Tender issued	06/04/2017	
Confirmation of intention to submit response	21/04/2017	17:00
Supplier clarification questions deadline	27/04/2017	12:00
Deadline for Submitting Tenders	04/05/2017	10:00
Tender Evaluation & Post Tender Clarification	04-18/05/2017	
Estimated notification of award decision	22/05/2017	
Target contract commencement date	05/06/2017	

3.3 Issue of ITT

- 3.3.1 It is the responsibility of Tenderers to ensure that they have downloaded and read all the relevant documents. All documents are important and contain information which may have a considerable bearing on the success of the Tender Response. A list of all relevant documents is provided at Section 1.2.
- 3.3.2 Either in response to requests for additional information or clarifications in respect of this ITT, or in its own right, RSSB may modify the ITT in any respect, by

way of clarification, addition, deletion or otherwise, prior to the deadline for the receipt of Tenders.

- 3.3.3 Any alterations, additions or deletions to the Tender documents shall be issued in the form of supplementary documents, which shall form part of the Contract.

3.4 Confirmation of intention to submit

- 3.4.1 Suppliers shall inform RSSB of their intention to submit a tender by confirming this via email to the main point of contact by the date shown in table 1.

3.5 Clarification questions

- 3.5.1 Questions about the Contract requirement, the Contract Terms and Conditions, or about the content of the ITT must be submitted to the main point of contact and in any event by the clarification deadline set out within the Procurement Timetable (Table 1).
- 3.5.2 RSSB will respond to all reasonable clarifications as soon as possible by issuing a clarifications log, which will be issued via Contracts Finder, listing Tenderers' questions and RSSB.'s response to them. Please note it is in your interest to 'watch' the Contracts Finder notice and receive notice of any updates to the notice to ensure you have a copy of the latest clarifications log that may be update periodically. If a Tenderer wishes RSSB to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of RSSB, the clarification is not confidential, RSSB will inform the Tenderer, and the Tenderer shall have an opportunity to withdraw the query. If the query is not withdrawn, the response will be issued to all Tenderers.

3.6 Tender submission

- 3.6.1 All tender response documents must be submitted to the main point of contact and must be received no later than the time and date set out in the Procurement Timetable (Table 1).
- 3.6.2 Response documents to be provided as part of a complete response shall include:

- | | | | |
|-------|-------------|----------------------------|--------------------------|
| (i) | Appendix A: | Company information | <input type="checkbox"/> |
| (ii) | Appendix B: | Schedule of Qualifications | <input type="checkbox"/> |
| (iii) | Appendix C: | Declaration | <input type="checkbox"/> |
| (iv) | Appendix D: | Sub-contractors | <input type="checkbox"/> |
| (v) | Appendix E: | Conflicts of Interest | <input type="checkbox"/> |
| (vi) | Appendix F: | Pricing Schedule | <input type="checkbox"/> |



- (vii) Tenderer's Suitability Question Responses
- (viii) Tenderer's Technical Question Responses

3.7 Additional information

- 3.7.1 RSSB reserves the right to seek further information or evidence for the purposes of confirming or clarifying any aspect of the content of a Tender.
- 3.7.2 RSSB reserves the right, at its sole discretion, to request a Parent Company Guarantee and/or some other financial or performance guarantee.

4 Structure of compliant Tender

- 4.1 Tenderers must answer all questions.
- 4.2 The Technical response must contain no reference to prices or any other information of a commercial nature.
- 4.3 Certain questions require supporting documents to be uploaded. For each and every document so requested:
 - (i) it must be supplied;
 - (ii) it must be in English;
 - (iii) it must be named as directed by this ITT;
- 4.4 Only documents requested by this ITT must be provided with the Tender. Tenders which contain unsolicited materials (for example sales brochures or other marketing materials) may be disqualified.
- 4.5 The documents as enclosed are to be accepted in their entirety. If any alteration is made or these instructions are not fully complied with the tender may be invalidated.
- 4.6 The Tenderer shall be deemed to have satisfied itself as to the nature, extent and the content of the goods, services or works to be provided, the extent of staff required and all other matters, which may affect the tender.
- 4.7 It is the Tenderer's responsibility to ensure the tender is correct at the time of submission. No amendment to the tender will be allowed after the due date.

5. Evaluation Process

In evaluating tenders, the most economically advantageous tender will be sought. This will be done using the evaluation criteria and weightings detailed in **tables 2-5**.

The evaluation criteria detail the minimum requirements. Therefore, any tender which cannot demonstrate that it meets any of the minimum requirements will not be marked and will automatically score zero.

Tenderers are advised to carefully consider the attached requirements, ask clarification questions to ensure these are understood.

5.1 Phase 1 – Initial compliance check

5.1.1 Each Tender shall first be reviewed to ensure that it has been submitted on time and meets RSSB.'s submission requirements as notified in Instructions to Tenderers.

5.1.2 Tenders may also be disqualified if:

- (i) Any questions are not answered;
- (ii) Includes in Appendix B any qualifications not acceptable to RSSB; or
- (iii) Includes in Appendix F any conflicts of interest that have not been sufficiently mitigated

5.1.3 Only Tenders which have not been disqualified shall progress to Evaluation Phase 2 –Evaluation of Suitability.

5.2 Phase 2 – Evaluation of Suitability

5.2.1 The Tenderer shall provide a response to the question in table 3.

5.2.2 The RSSB will evaluate each of the suitability questions in table 3 as either:

- “Pass” or “Fail”; or
- out of a maximum of three (3) as per the scoring methodology in table 2. The evaluation panel will be unable to give partial scores (for example 2.5) A score below two (2) for this question will constitute a failure to evidence suitability (against the requirement of the procurement) and will automatically disqualify the Tender.

The relevant scoring mechanism for each Suitability question is noted against it in table 3.

5.2.3 Only Tenders which have not been disqualified shall progress to Evaluation Phase 3 –Evaluation of Technical Response.

Table 2 – Scoring Methodology (Suitability)

Grade label	Grade	Definition of grade
Unacceptable	0	<p>The response has been omitted or is wholly inadequate;</p> <p>Or RSSB considers that the evidence in the case studies provided demonstrates that the Candidate (or where relevant the consortium or the intended provider(s) or sub-contractor(s)) fails to provide any relevant technical and professional abilities to deliver RSSB’s contract requirements and has material inadequacies in its experience of deploying these skills and abilities in ‘similar circumstances’. RSSB has major reservations concerning the Supplier’s ability to deliver its requirements and/ or major reservations concerning its experience, efficiency or reliability.</p>
Weak	1	<p>RSSB considers that the evidence in the case studies provided demonstrates that the Candidate (or where relevant the consortium or the intended provider(s) or sub-contractor(s)) has some of the relevant technical and professional abilities to deliver RSSB’s contract requirements and has limited experience of deploying these skills and abilities in ‘similar circumstances’. RSSB has major reservations concerning the Supplier’s ability to deliver its requirements and/ or major reservations concerning its experience, efficiency or reliability.</p>
Satisfactory	2	<p>RSSB considers that the evidence in the case studies provided demonstrates that the Candidate (or where relevant the consortium or the intended provider(s) or sub-contractor(s)) has most of the relevant technical and professional abilities to deliver RSSB’s contract requirements and has reasonable experience of deploying these skills and abilities in ‘similar circumstances’. RSSB has</p>

		<p>minor reservations concerning the Supplier's ability to deliver its requirements and/or minor reservations concerning its experience, efficiency or reliability.</p>
<p>Good</p>	<p>3</p>	<p>RSSB considers that the evidence in the case studies provided demonstrates that the Candidate (or where relevant the consortium or the intended provider(s) or sub-contractor(s)) has all the relevant technical and professional abilities to deliver RSSB's contract requirements and has strong experience of deploying these skills and abilities in 'similar circumstances'. RSSB has no or only minor reservations concerning the Supplier's ability to deliver its requirements and no or only minor reservations concerning its experience, efficiency or reliability.</p>

Table 3 – Suitability Questions

Suitability Evaluation Area	Evaluation Question	Evaluation Criteria N/A	Minimum Score
S1 Technical Capability (experience)	<p>Please provide details of the experience that the Tenderer (as an organisation) has in the delivery of services similar to those required under this contract.</p> <p>Please provide your response as an attachment using the filename: RSSB2573_YourSupplierName_S1 Max response length: 1 page per case study</p>	<p>Provision of two case studies where you have delivered risk analysis services to clients over the last two years.</p> <p>Each case study shall, as a minimum, include:</p> <ul style="list-style-type: none"> - a brief outline of the contract requirements - how you successfully delivered upon the outputs and outcomes required; and - how its experience is relevant to RSSB's requirements <p>Provides two examples of case studies that demonstrate adequate experience and understanding of what is needed for this work.</p>	<p>Scored Pass/Fail</p> <p>Tenderer's are required to score a minimum of 2 to</p>
S.2 Insurance requirements	<p>Employer's (Compulsory) Liability Insurance = £2M</p> <p>Public Liability Insurance = £1M</p>	<p>Provides confirmation of self-certification</p>	<p>Pass/Fail</p>



	Professional Indemnity Insurance = £1M Please provide your response as an attachment using the filename: RSSB2573_YourSupplierName_S2		
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5.3 Phase 3 – Evaluation of Technical Response

- 5.3.1 The Tenderer shall provide responses to all questions in table 5
- 5.3.2 An evaluation panel consisting of representatives of key stakeholders within RSSB will evaluate the Tenderer's responses to the Technical Questions (set out in table 5) out of a maximum of three (3) using the methodology set out in table 4. The Evaluation Panel will not be allowed to give partial scores (for example 2.5); however, once all scores are aggregated, the technical scores will be rounded to two decimal places. The procurement team will only act as moderator during the assessment phases of the evaluation.
- 5.3.3 Each question is weighted to show the relative importance significance of the criteria specific area's for assessment. Tenderers should ensure that their responses give the RSSB confidence that each aspect of the Schedule of Requirements has been met.
- 5.3.5 Technical response scores shall account for 70% of the final score
- 5.3.5 Tenderers may be disqualified if any answers scores zero (0) in any of the evaluated technical questions before the weightings are applied.

Table 4 –Scoring Methodology (technical)

Score	Score definition
0	<p>The response is omitted.</p> <p>The response is entirely unacceptable.</p> <p>The response is that the Tenderer cannot meet RSSB's stated requirements at all or the response does not demonstrate that the tender complies with RSSB's stated requirements at all.</p>
1	<p>The response is weak.</p> <p>The response fails to adequately address the relevant criterion, and may focus on elements of only limited relevance. The response demonstrates only a general understanding of issues likely to be faced by RSSB, with little or no attempt to address the characteristics of the Project. The response generally fails to set out an effective proposition for managing identified issues, with some exceptions. There may be some concerns as to compatibility with RSSB's stated requirements.</p>
2	<p>The response is good.</p> <p>The response addresses the relevant criterion, although the treatment of some limited elements may be weak. The response demonstrates an understanding of most of the principal issues likely to be faced by RSSB with respect to that criterion, and sets out a proposition for managing them that instils some confidence with at most a few minor reservations. The response may not demonstrate any added value or this may be limited.</p>
3	<p>The response is excellent.</p> <p>The response addresses the relevant criterion directly in a very comprehensive, succinct and clear manner, demonstrating a full understanding of the issues likely to be faced by RSSB with respect to that criterion (with an analysis fully tailored to the particular characteristics of the Project), setting out an effective proposition for managing them that instils full confidence and raising no concerns as to compatibility with RSSB's stated requirements. The Bidder's proposition is likely to bring very significant added value to RSSB.</p>

Table 5 – Technical Questions

No	Evaluation Question	Evaluation Criteria	Weight
T1	<p>What is your proposed risk analysis methodology?</p> <p>Please provide your response as an attachment using the filename: RSSB2573_YourSupplierName_T1 Max response length: 20 pages</p>	<p>The Tenderer’s response shows that it:</p> <ul style="list-style-type: none"> • Has understood the requirements • Has proposed a credible and sound methodology • Has described how this will be applied to the specific challenges the work is set up to cover 	40%
T2	<p>Please describe your plan to deliver the requirements. As a minimum your response shall include:</p> <ul style="list-style-type: none"> • Who will be part of the delivery team (It is not necessary to produce bespoke CVs but it is necessary to clearly identify every team member’s role, their relevant experience and contribution to delivery) • How will you work with RSSB to ensure the quality and the content of the deliverables is fit for purpose • How will you manage risks to delivering the project <p>Please provide your response as an attachment using the filename: RSSB2573_YourSupplierName_T2 Max response length: 5 pages</p>	<p>The Tenderer’s response shows that it</p> <ul style="list-style-type: none"> • Has identified relevant individuals to deliver the work and that the overall mix of skills covered is adequate • Has allocated sufficient resources against deliverables. • Has provided a credible plan for delivering successful outcomes to time, quality and cost • Has identified appropriate ways to engage with RSSB • Has identified risks and proposed to effective management and mitigation 	30%

5.4 Phase 4 – Evaluation of Commercial Response

- 5.4.1 The Tender shall complete and submit Appendix H – Pricing Schedule
- 5.4.2 The Tenderer’s price shall be inclusive of all costs and expenses to provide the goods, services or works requested in this invitation to tender must be provided and all assumptions must be clearly stated.
- 5.4.3 All prices quoted shall be in sterling (unless otherwise requested in the Tender Documents), exclusive of Value Added Tax and shall be firm.
- 5.4.4 The commercial evaluation will be carried out by establishing the assessed price of each submission making any adjustments necessary to ensure the tendered price are treated on an equal basis. The tendered price shall be taken from each completed Pricing Schedule as per Appendix H to this ITT.
- 5.4.5 RSSB has a target cost for this work of £60,000.00. Any offer over this will be disqualified. The Tender which achieves the lowest acceptable assessed price will be awarded full available marks for commercial response, with all other tenders being base-lined to this and awarded proportionate scores. The rationale to be applied will be:

$$\text{Score} = \frac{\text{Lowest Tender Price} \times \text{Available Weighting}}{\text{Tender Price}}$$

- 5.4.6 Tenders with abnormally low prices may be rejected by RSSB. Any Tender with a contract price that is 25% below the average of all the contract prices excluding the highest assessed price will be deemed suspiciously low. Suspiciously low prices will be considered further by RSSB before a decision is taken as to whether the price is abnormally low.
- 5.4.7 The commercial response scores shall account for 30% of the final score.
- 5.4.8 The payment schedule, should the Tender be successful, is as follows:

	TASK	DELIVERABLES/KEY MILESTONES	AMOUNT OR PERCENTAGE
1	Delivery of draft Report	For formal review	25%
2	Presentation	Presentation to Client Group	15%
3	Delivery of final Report	Acceptance by RSSB	60%

Payments shall only be issued following satisfactory delivery and written sign off by RSSB of each Milestone.

5.5 Phase 5 – Most Economically Advantageous Tender

- 5.5.1 The Contract will be awarded to the Tenderer who has submitted the most economically advantageous proposal as evaluated by RSSB.
- 5.5.2 For each Tender RSSB will combine the Total Commercial Score (maximum possible score 30) with the Total Technical Score (maximum possible score 70) to calculate the Tender's Overall Score (maximum possible score 100).
- 5.5.3 The most economically advantageous Tender will be the one which achieves the highest Overall Score.

6. Disclaimer

- 6.1 No information contained in this ITT, or in any communication made between RSSB and any Tenderer in connection with this ITT, shall be relied upon as constituting a contract, agreement or representation that any contract will necessarily be offered.
- 6.2 Tenderers must place no reliance on communications from RSSB in respect of the Services or this ITT except when made in accordance with this ITT. Tenderers are solely responsible for obtaining the information that they consider is necessary in order to prepare the content of their tender and to undertake any investigations they consider necessary in order to verify any information RSSB provides during the procurement process.
- 6.3 RSSB reserves the right, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time.
- 6.4 Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Tenderers are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender, and all other stages of the selection and evaluation process. Under no circumstances will RSSB, or its advisors, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisors incur in this process, including if this tendering process is terminated or amended by RSSB.
- 6.5 A Tenderer may be disqualified at any stage if:
- (i) Tenderer is guilty of material misrepresentation in relation to its application and/or the process;
 - (ii) Tenderer contravenes any of the terms and conditions of this ITT;
 - (iii) A change in identity, control, financial standing, previous bid position or other factor impacting on the selection and/or evaluation process affecting the Tenderer; and
- 6.6 The disqualification of a Tenderer will not prejudice any other civil remedy available to RSSB and will not prejudice any criminal liability that such conduct by a Tenderer may attract.
- 6.7 RSSB reserves the right to terminate any contract arising out of this procurement at any time if RSSB becomes aware that information provided within the Tender was misleading.
- 6.8 This ITT and all information supplied by RSSB in connection with this ITT shall be treated as confidential by the Tenderer (except that such information may be disclosed subject to obligations of confidentiality corresponding to those which bind the potential provider and only so far as is necessary for the purpose of obtaining sureties,



guarantees, Tenders and professional advice necessary for the preparation and submission of a Tender).

- 6.9 All materials, specifications and data supplied by RSSB to the potential providers shall, at all times, be and remain the exclusive property of RSSB, but shall be held by the potential provider in safe custody. They shall not be used other than for the preparation and submission of a Tender or in accordance with RSSB's written instructions or authorisation. RSSB reserves the right to require Tenderers to sign a separate confidentiality agreement.