



Network Rail

Instructions to Participants

Version 1.8

Commercial & Procurement

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2021

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1 Definitions

“BravoNR” means Network Rail’s electronic procurement and contract management system accessed at <https://networkrail.bravosolution.co.uk/web/login.html>.

“Candidate” means an economic operator (or group of economic operators) that is seeking to pre-qualify for and be invited to tender for this Procurement Event.

“Contract” has the same meaning as defined in the Regulations and the relevant Terms and Conditions are being issued as part of the Procurement Documents.

“Discretionary Questions” means the questions set out in section 2 of the PQQ.

“Find a Tender” means the UK’s e-notification services as defined in the Regulations.

“Framework” has the same meaning as defined in the Regulations and the relevant Terms and Conditions (including the Call-Off Procedure) are being issued as part of the Procurement Documents.

“ITT” means Invitation to Tender.

“Mandatory Questions” means the questions set out in section 1 of the PQQ.

“Notice” means a call for competition by publication of a contract notice in Find a Tender

“Participant” is a collective term for a Candidate or a Tenderer.

“PQQ” means a pre-qualification questionnaire.

“Procurement Documents” means these Instructions to Participants, the Criteria and Scoring document, the PQQ, the draft terms and conditions for the Framework, and any additional documents set out in the Tender Documents section of these Instructions to Participants.

“Procurement Event” means the competitive process for the supply of Provision of Strategic Crime Intelligence, Security and Welfare Services to be conducted as a competitive procedure with negotiation under the Regulations which is being conducted to ensure compliance with the Regulations and that Network Rail achieve the best value for money through its contracting.

“Procurement Event Timetable” means the timetable showing the key dates and deadlines for the pre-qualification stage (where applicable) and/or tender stage associated with this Procurement Event.

“Procurement Lead” means the Network Rail representative who is responsible for managing the Procurement Event.

“Regulations” mean the Utilities Contracts Regulations 2016 (as amended from time to time).

“RISQS” means Railway Industry Supplier Qualification Scheme.

“Tenderer” means an economic operator (or group of economic operators) that is invited to tender.



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2 Purpose

These Instructions to Participants and the Procurement Documents set out the procedure regarding this Procurement Event. These Instructions to Participants relate to both the PQQ stage (if applicable) and the ITT stage and include general and specific instructions for the submission of responses by Participants.

Regardless of whether Network Rail is using a PQQ to assess a Participants eligibility, financial capacity, experience and capability in order to create a shortlist of Candidates to be invited to tender, Network Rail will ask Mandatory Questions and Discretionary Questions using PQQ functionality to allow the Participants to self-certify that they are not subject to any of the regulatory mandatory/ discretionary grounds for exclusion.

3 Background Information

- 3.1 Network Rail (NR) Southern Region are seeking strategic partner[s] to provide a dedicated and holistic solution which tackles security, suicide prevention, trespass, anti-social behaviour issues (including graffiti and vandalism), and other incidents of crime throughout the Southern Region (Kent, Sussex and Wessex routes). It shall include working alongside British Transport Police (BTP) and, where appropriate, Home Office (HO) Police Forces and other industry partners e.g. Train Operating Companies (TOCs), Freight Operating Companies (FOCs), and the Samaritans in addition to NR's response teams.

The Supplier[s] shall provide a 24 hour dedicated proactive and reactive service that tackles suicide prevention, concern for welfare interventions, route crime, anti-social behaviour issues, vandalism and other route crime throughout the Southern Region (Kent, Sussex and Wessex routes) for 365 days a year. The service shall also cover instances including trespass, cable theft, theft and vandalism, staff protection and crowd control.

This service provision shall be split into 2 Lots to cover the core services: Lineside Services (predominantly mobile operatives) and Stations Services (predominantly static operatives). Different approaches shall be deployed depending on location and route crime intelligence. A brief summary of the Lot requirements can be found in section 4 Procurement Event Scope, however, for further detail, please refer to the Scope of Services document.

4 Procurement Event Scope

- 4.1 This Procurement Event relates to the scope of the Framework as set out in the Notice.
- 4.2 Network Rail intends to award the following;

Description	Type of Award	If Type of Award is 'Framework' state the No. Suppliers
<p>A Framework for the duration of 2 years with the option to extend by 2 years in annual increments (a total of 4 years including extension options).</p> <p>The anticipated total spend under this Framework</p>	Framework	<p>Award will be dependent on the most economically advantageous tender option. Network Rail intend to award the Framework to one of the following options:</p>



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(including extension options) is £32.53m over 4 years. This Framework will be split into 2 Lots: <ul style="list-style-type: none"> • Lot 1 – Lineside Services • Lot 2 – Stations Services 		1) One supplier for Lot 1 and one supplier for Lot 2; or 2) One supplier for both Lots 1 and 2. Suppliers may bid for one or both Lots and have the option to submit a Variant Offer Discount Proposal.
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4.3 Scope Summary

The service provision will be split into two lots: Lineside Services, which requires mobile teams to patrol the lines of route, and Stations Services, which predominantly requires the use of static officers dedicated to protecting the welfare of railway passengers and staff at a number of stations across the region. A brief summary of the Lots is described below, further detail can be found in the Scope of Services.

Lot 1 – Lineside Services:

Lot 1 encompasses predominantly mobile operatives patrolling a defined geographical area to achieve and provide the following:

- Deter crime, trespass and reduce anti-social behaviour on and around Network Rail infrastructure
- Identify potentially suicidal persons and make interventions
- Assist other parties (TOCs, BTP etc)
- Assist with major incident response
- Provide support to other stakeholders in joint operations and major incident response
- Support railway staff in keeping peace
- Temporary repairs to fencing and/or other access points

Lot 2 – Stations Services:

Lot 2 encompasses predominantly static operatives patrolling railway stations to achieve and provide the following:

- Identify potentially suicidal persons and make interventions
- Assist with disorderly persons on the railway
- Reduce acts of anti-social behaviour
- Respond to potential acts of trespass

Operatives may be required to be mobile throughout the shift to patrol a number of defined stations and high-risk locations.

Ad-hoc additional services may also be required for both lots; these are detailed within the Scope of Services section 2.1.5 Additional Services.

The successful Supplier[s] will be required to possess the relevant equipment, fleet and uniform required to fulfil the above requirements.

4.4 Call-off Procedures



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Network Rail intends to award the Framework to the most economically advantageous tender (MEAT) option following the Invitation to Tender (ITT) evaluation. Network Rail shall first evaluate the ITT Technical responses under each Lot and will then consider any compliant Variant Offers in order to score the Commercial responses to determine the MEAT option. The options are summarised below:

Option 1 – MEAT to award to 2 suppliers

- Award Lot 1 – Lineside Services to the supplier ranked first overall in the Lot 1 ITT; and
- Award Lot 2 – Stations Services to the supplier ranked first overall in the Lot 2 ITT.

In this option, 2 suppliers would be appointed to the Framework if this is the most economically advantageous option.

For both Lots, Contract Orders shall be awarded through a Direct Award, these services shall be priced using the rates and prices within the Pricing Document. Services shall be awarded via a Contract Order Form, as agreed with the Network Rail Route Crime team.

Option 2 – MEAT to award to 1 supplier

In this option, 1 supplier shall be awarded the Framework if they rank first overall in both Lots 1 and 2. Network Rail reserves the right to accept compliant variant offers. Variant Offers shall only be considered if the Participant[s] has submitted a compliant tender for both Lots and meet the minimum turnover threshold requirements to deliver both Lots. Participants wishing to be considered for providing both lots shall submit an overall discount across both Lots throughout the Term of the Framework on the commercial element only, should they be awarded both Lots. Please see Section 8.6 below for further detail.

Contract Orders shall be awarded through a Direct Award, these services shall be priced using the rates and prices within the Pricing Document. Services shall be awarded via a Contract Order Form, as agreed with the Network Rail Route Crime team.

4.5 Rationale for lotting strategy:

Network Rail has decided to split the core services across 2 Lots to deliver the 2 main core services; Lineside Services and Stations Services. Each Lot has as its own distinct requirements in terms of responsibilities and competencies. Suppliers should read carefully the Scope of Services to understand the requirements for Lot.

4.6 Splitting the core services into Lots is intended to provide an opportunity for smaller, specialist and/or more local organisations to bid for the services without unduly limiting the market. Network Rail also recognises that value for money can be further driven through economies of scale. Therefore, Network Rail reserves the right to award to one supplier for both Lots should this be the MEAT option. For further detail on how the MEAT option will be determined, please see Please see MEAT Example Worksheet.

4.7 The anticipated value range for the entire framework is £20.53m – £32.53m.

- Lot 1:
Year 1 – £2.28m
Years 2-4 - £2m-£4.5m
- Lot 2:
Year 1: £3.25m
Year 2-4: £2m-£4.5m

These figures are anticipated and could change due to budgetary restrictions or increases over the life of the framework.



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- 4.8 Network intends to commit the following spend for each lot in Year 1 of the Framework Agreement:
- Lot 1 – £1.4m
 - Lot 2 - £2m

The final contract will stipulate this commitment alongside a penalty mechanism in the event Network Rail does not meet this committed value. This clause will be issued prior to the Invitation to Tender stage.

5 Procurement Event Schedule

5.1 Indicative Procurement Event Timetable

- 5.1.1 This Procurement Event will be undertaken in accordance with the following indicative Procurement Event Timetable. Network Rail reserves the right to amend the timetable at any time during the Procurement Event and, if it does so, will notify all relevant Participants of any amendments to the Procurement Event Timetable through BravoNR:

Activity	Date
Publish OJEU Contract Notice	20/01/2021
Publish Procurement Documents	20/01/2021
Deadline for receipt of expressions of interest*	19/02/2021
Deadline for submission of clarification questions relating to the PQQ	12/02/2021 at 14.00
PQQ response deadline	19/02/2021 at 13.00
Notification of Successful Candidates and beginning of tender stage	12/03/2021
Deadline for submission of clarification questions relating to the ITT	01/04/2021 at 14.00
Tender response deadline**	07/04/2021
Start of standstill period	25/05/2021
Contract award	08/06/2021
Framework Commencement Date	06/07/2021
End of Framework	05/07/2023 (with option to extend by +1+1)

* Formal Expression of interest is indicated when an organisation self-invites themselves to the PQQ conducted through Bravo NR

** Please note that due to the critical tight timescales and in order to implement a sufficient mobilisation period, no extension requests will be granted at PQQ or ITT.

5.2 Overview of the Procurement Event

- 5.2.1 Where Network Rail undertakes a pre-qualification stage, it will down select to a shortlist of Candidates that shall be invited to tender as follows.
- 5.2.1.1 Network Rail will select a shortlist of 4 Candidates for Lot 1 and 4 Candidates for Lot 2 to participate in the respective ITTs from the highest scoring PQQ compliant responses; provided they all achieve a target score of at least 50% and they successfully “pass” all of the pass/fail questions/sections. Network Rail reserves the right, however, to include additional Candidates,



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at its absolute discretion, up to the number stated herein should there be less than the required number of Candidates meeting the stated target score.

- 5.2.1.2 Network Rail reserves the right to shortlist more than 4 Candidates for ITT in the event of Candidates scoring within 1% of the 4th placed candidate in each Lot.
- 5.2.2 Where Network Rail does not undertake a separate pre-qualification stage, Tenderers must still respond to the Mandatory Questions and Discretionary Questions as part of their tender submission and only Tenders from Tenderers who successfully pass the Mandatory Questions and Discretionary Questions will be evaluated. Further details are provided in the Pre-Qualification Questionnaire Specific Instructions as set out in Instructions to Participants.
- 5.2.3 Network Rail will carry out a single stage tender process to evaluate the ITT Technical responses and will then consider any compliant Variant Offers in order to score the Commercial responses and determine the MEAT option. Network Rail intend to award the Framework either to 2 suppliers (1 per Lot) or 1 supplier for both Lots. Please see MEAT Example Worksheet.
- 5.2.4 Participants must achieve a minimum of Technical score of 55% to be considered for award of this framework. Network Rail reserves the right, however, to award to Participants below this threshold, at its absolute discretion, should all Participants fail to achieve this threshold.
- 5.2.4 Should (i) the Participant find omissions, discrepancies or inconsistencies in the Procurement Documents; (ii) the meaning or intent of the Procurement Documents be unclear or illegible; or (iii) the Participant otherwise wishes to raise any question or assumption in respect of these Instructions to Participants or associated Procurement Documents, the Participant shall promptly seek clarification from Network Rail in accordance with these Instructions to Participants.
- 5.2.5 All PQQ and tender responses must be submitted by the dates stated in the Procurement Event Timetable. Participants are advised that they should leave sufficient time to answer all questions and upload any documents, in each case as required by these Instructions to Participants, to the BravoNR portal prior to the relevant deadline date.
- 5.2.6 All responses shall be evaluated in accordance with the methodology described in these Instructions to Participants and the Criteria and Scoring Document.
- 5.2.7 All responses to the PQQ (if applicable) will be used in the selection of prospective Tenderers – detailed instructions in relation to the pre-qualification stage are set out in section 7 of these Instructions to Participants. Only those Candidates selected under the pre-qualification process will be eligible to participate in the tender process. All candidates will be notified of the outcome of the pre-qualification process once the assessment of PQQ responses has been concluded.
- 5.2.8 Detailed instructions in relation to the tender stage are set out in section 8 of these Instructions to Participants. All Tenderers shall be notified in writing of the outcome of the tender process once the evaluation of tenders has been concluded.
- 5.2.9 The Participant's attention is drawn to the fact that, by issuing the Procurement Documents, Network Rail is not entering into any contract with the Participant (express or implied) and is in no way committed to awarding any contract and reserves the right to cancel the Procurement Event at any point. Network Rail shall not be liable for any costs resulting from any cancellation of this Procurement Event nor for any other costs incurred by those expressing an interest in, submitting a PQQ response (if applicable) or negotiating or tendering for this contract opportunity.
- 5.2.10 All costs and expenses incurred by the Participant in the preparation and submission of its responses, including any inspections and attendance at meetings, or otherwise incurred up to



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the date of any contract award (whether or not successful) shall, without exception, be borne by the Participant.

- 5.2.11 The Participant must not commit to any investment in either assets or labour until the contract is formally executed by both parties. Any such costs or investments (howsoever arising) which are incurred before the formal execution of the contract shall be at the Participant's sole risk and responsibility and Network Rail shall have no liability for any such costs or investments.
- 5.2.12 **FAILURE TO COMPLY WITH THE TIMESCALES, FULLY COMPLETE THE DOCUMENTS, PROVIDE ALL THE INFORMATION REQUIRED OR MEET ANY OF THE REQUIREMENTS IN THE PROCUREMENT DOCUMENTS, OR ANY MISREPRESENTATION OF INFORMATION BY THE PARTICIPANT OR FAILURE TO COMPLY WITH NETWORK RAIL'S CONFIDENTIALITY REQUIREMENTS FOR WHATEVER REASON, MAY RESULT IN THE PARTICIPANT'S RESPONSE NOT BEING CONSIDERED BY NETWORK RAIL.**

6 General Instructions

6.1 Compliance

- 6.1.1 All responses must be completed in English using the appropriate response form(s) provided and they must be submitted as described in these Instructions to Participants.
- 6.1.2 If you are intending to use acronyms (other than those already used by Network Rail in the Procurement Documents) you must, in the first instance, define the acronym in your response.
- 6.1.3 Participants are required to limit the number of characters (including spaces) per answer to two thousand (2000) unless instructed otherwise, in writing or approved to do so via tender clarification by Network Rail, for a given question. Any narrative in excess of 2000 characters or as otherwise instructed by Network Rail *will* be disregarded and *will not* be considered as part of your response. Any supporting information submitted by the Participant should be attached and presented in the same sequence order as and referenced to the relevant question.
- 6.1.3.1 For questions limited by a page count, suppliers shall ensure the font is no larger than 10-point in size.
- 6.1.3.2 For the avoidance of doubt, character counts shall be enforced using the limitation of the text boxes set within the BravoNR system. Where supporting information is requested as an attachment, the character count shall be carried out using MS Word 2010 to verify the number of characters (including spaces) used as shown in the following examples.

Example wording:	The green and red train comes from France	The green/red train comes from France	Remote Condition Monitoring	RCM
MS Word 2010 character count:	41 characters	37 characters	27 characters	3 characters

- 6.1.4 The contents of any supporting information will count towards the specified limitation on characters. In calculating the characters against the specified limitation, the Participants response shall be considered in the order set out below, unless instructed otherwise by Network Rail:
- i. BravoNR text field response; followed by



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- ii. Attachments up to the permitted character count (where multiple attachments are submitted for a question the Participant must have referenced the order in which the attachments should be considered by numbering them sequentially).
- 6.1.5 Where multiple attachments are submitted for a specific question the Participant must reference the order in which the attachments should be considered by numbering them sequentially. In the absence of any numbering applied by the Participant the supporting information attached shall be reviewed, and character count applied, based on the order in which the attachments were uploaded by the Participant.
- 6.1.5.1 For the avoidance of doubt, the use of pictures or charts or diagrams *will not* be accepted as supporting information, and *will* be deleted, unless explicitly requested by Network Rail.
- 6.1.6 Participants may respond to this call for competition published in Find a Tender as a single supplier or group of suppliers (whether a consortium (including joint venture) or a prime contractor relying on sub-contractors to meet the PQQ requirements) – each type of bid team is referred to as a Candidate and any Candidate may also rely on the capacity of other third parties (e.g. parent companies) to meet the requirements of the PQQ and be shortlisted to tender. Candidates must read all instructions carefully as where a bid team comprises multiple parties, certain questions within the PQQ require an individual response whereas other questions require single composite responses from the team as a whole. All Participants are required to immediately inform Network Rail of any changes to information it provided at PQQ stage, including to parties within the bid team, at any time during this Procurement Event.
- 6.1.7 Participants should answer all questions as accurately and concisely as possible.
- 6.1.8 Participants are requested to submit all communication, including clarifications and responses, via BravoNR and, if using attachments, in a format capable of being reviewed in Microsoft Office (excluding programmes which shall be submitted as Primavera P3). MS Project files should be in a format compatible with Windows 7.
- 6.1.9 The Participant shall not contact Network Rail (including any of its advisors and any stakeholders including any train operating companies and freight operating companies) in connection with this Procurement Event other than via BravoNR unless instructed otherwise in writing by Network Rail.
- 6.1.10 The Participants shall be solely responsible for ensuring their responses are correctly submitted. It will not be possible to submit a response after the deadlines stated in the Procurement Event Timetable unless all Participants have been notified otherwise in writing by Network Rail.
- 6.1.11 All submissions by a Participant as part of the Procurement Event must be submitted via BravoNR.
- 6.1.12 All financial data is to be provided in pounds sterling (exclusive of Value Added Tax).
- 6.2 Confidentiality
- 6.2.1 The Procurement Documents, any addenda thereto, any clarifications issued by Network Rail and any contact details provided by Network Rail are confidential, contain proprietary information and intellectual property belonging to Network Rail, and may not be wholly or partially reproduced or disclosed to third parties (including incorporation within any mailing lists) without the prior permission of Network Rail, other than for the purposes of preparing a response to this Procurement Event, in which case such third party shall be made subject to the same confidentiality obligation. The Procurement Documents shall remain the property of Network Rail.



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- 6.2.2 By electing to submit a response and accepting these Instructions to Participants, the Participant (including all entities which are being relied upon to meet the requirements of the pre-qualification stage (if applicable) and/or tender stage (as the case may be), each sub-contractor that is intended to play a significant role in delivering key contract requirements and, where the Participant is a consortium, all members of the consortium, as applicable) signifies its agreement to keep and maintain the information contained in the Procurement Documents (including any addenda thereto, any clarifications or contact details issued by Network Rail) confidential. This obligation shall survive the Procurement Event and shall apply whether the Participant is successful or not. Any Participant which does not intend to submit a response shall be subject to the same confidentiality obligations hereunder. Network Rail reserves the right to require Participants to enter into a confidentiality agreement.
- 6.2.3 Any public announcement concerning the Procurement Event or award of a contract shall only be made by Network Rail or with Network Rail's prior written approval including agreement as to the format and content thereof.
- 6.2.4 In the event of any breach of confidentiality, Network Rail reserves its rights at law to seek to recover its losses arising from such breach.
- 6.3 Rights and disclaimers
- 6.3.1 Whilst every endeavour has been made to provide accurate information, Network Rail does not give any warranty as to the accuracy or completeness of the information provided as part of the Procurement Event.
- 6.3.2 Network Rail has the right to change any aspect of or terminate the Procurement Event at any time and reserves the right to abandon the Procurement Event or consider alternative procurement options. Network Rail is not liable for any costs resulting from amendment or abandonment of this Procurement Event.
- 6.3.3 The responses to the PQQ (if applicable) will be used in the selection of Candidates for inclusion on a tender list. However, the invitation for selected Candidates to participate in the tender stage does not imply any acceptance by Network Rail of the Participant's financial stability, technical competence or ability in any way to carry out the requirements. Network Rail reserves the right to return to these matters at any stage of the Procurement Event.
- 6.3.4 When responding to the PQQ (if applicable), the Participant (including all entities which are being relied upon to meet the requirements of the pre-qualification stage (if applicable) and/or tender stage (as the case may be), each sub-contractor that is intended to play a significant role in delivering key contract requirements and, where the Participant is a consortium, all members of the consortium, as applicable) grants Network Rail and Network Rail's advisers a licence to copy, distribute and make available the information in its responses the purposes of evaluating their suitability to participate in the subsequent tender process stage(s) and/or be awarded the Framework (as the case may be). Network Rail and Network Rail's advisors do not intend to use the information supplied for any other purpose.
- 6.3.5 Participants are advised that nothing within the Procurement Documents, nor any communication made between them and Network Rail or Network Rail's representatives shall be taken as constituting an offer to contract, or a contract or agreement.
- 6.3.6 The notices, reservations and conditions set out in these Instructions to Participants shall apply equally to any third party consulted by the Participant, and it is the Participant's responsibility to ensure that such third party abides by the terms of the Procurement Documents.



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- 6.3.7 No Participant will undertake any publicity activities with any part of the media in relation to this procurement or any contract awarded related to this Procurement Event without the prior written agreement of Network Rail, including agreement on the format and content of any publicity.
- 6.3.8 Where any of the Procurement Documents are provided in electronic form, Network Rail does not warrant that the files are suitable for use on the Participant's computer system.
- 6.3.9 Network Rail reserves the right to revise these Instructions to Participants and/or any associated Procurement Documents and, should Network Rail choose to do so, all Participants will be notified at any time during the Procurement Event through BravoNR of any such revision, by way of addendum and/or revised documentation. Network Rail may also issue written amendments/clarifications to the Procurement Documents by means of consecutively numbered amendments, through BravoNR.
- 6.3.10 Network Rail reserves the right to accept any tender in whole or in part, reject any or all tenders, and to negotiate with any or none of the Tenderers. Network Rail does not bind itself to accept the lowest or any tender.
- 6.3.11 Participants are reminded that Network Rail must be notified immediately of any changes, or proposed changes, in relation to information provided by a Participant in their responses (including in relation to the bidding entity e.g. consortia members) so that a further assessment (including, where relevant, an assessment against the selection criteria) can be carried out. Network Rail reserves the right to eliminate a Participant prior to any award of contract, either based on an assessment of the updated information where that assessment is carried out in accordance with the criteria originally set out in the Procurement Event or where a Participant fails to disclose any such change.
- 6.3.12 The Framework will also contain a right for Network Rail to terminate where the contractor has, at the time of contract award, been in one of the situations covered by Mandatory Questions set out in the PQQ.

6.4 Communication with Network Rail

- 6.4.1 All responses and/or communications received from the Participant will be treated in the strictest confidence. However, in the interests of transparency, Network Rail intends to disclose, in a suitably anonymised form to all relevant Participants, all queries received from Participants and Network Rail's responses. Queries received and Network Rail's responses provided during the pre-qualification stage (if applicable) will only be shared with Candidates. Queries received and Network Rail's responses provided during the tender stage will only be shared with Tenderers.
- 6.4.2 Where a Participant considers that its query is commercially sensitive then this must be clearly highlighted in the submission of the query. If Network Rail considers, in its absolute discretion, that it is able to treat a query as confidential then it will do so. However, if Network Rail considers, in its absolute discretion, that it is unable to treat the query on a confidential basis (whether in whole or part), then it will notify the Participant and provide the Participant with an opportunity to withdraw its query. If the Participant does not withdraw its query Network Rail will respond and where appropriate disclose that response to all Participants.
- 6.4.3 Network Rail will endeavour to provide prompt responses but any queries received less than 7 full days before the response deadlines defined in the Procurement Event Timetable may not be answered and may be disregarded.
- 6.4.4 Network Rail may also issue written amendments/clarifications to the procurement documentation by means of consecutively numbered amendments.



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6.4.5 Network Rail may be required to disclose information connected to the Procurement Event (which may include information submitted by the Participants) pursuant to the Freedom of Information Act 2000 (FOIA), the Environmental Information Regulations 2004 (EIR) and/or the Regulations:

6.4.5.1 where a Participant considers that any of the information provided in its response is commercially sensitive then this should be clearly marked as **“Commercially Sensitive – Not for Disclosure”** together with a valid justification in support of the information being exempt from disclosure pursuant to the FOIA or EIR or should be withheld from disclosure pursuant to the Regulations. Information designated by a Participant pursuant to this paragraph should be limited to information which may be genuinely exempt under FOIA and/or the EIR and/or should be withheld under the Regulations (as the case may be). Network Rail will not accept blanket designations of documents as commercially sensitive;

6.4.5.2 if a request is made under FOIA or the EIR or the Regulations, Network Rail will endeavour to consult with the Participant and have regard to the Participant's comments and any objections before it releases information. However, Network Rail will determine in its absolute discretion whether any information (in whole or part) is exempt from the FOIA or EIR or should be withheld under the Regulations. Accordingly, Network Rail cannot guarantee that it will withhold information marked **“Commercially Sensitive – Not for Disclosure”**; and

6.4.5.3 Network Rail will not be held liable for any loss or prejudice caused by any disclosure of information where (i) the information has not been designated by the Participant as commercially sensitive in accordance with paragraph 6.4.5.1; (ii) the information is not (or Network Rail has a bona fide belief that it is not) exempt from disclosure under the FOIA or EIR or where it is in the public interest to disclose the information; or (iii) the information does not (or Network Rail has a bona fide belief that it does not) fall under one of the grounds within the Regulations for withholding information.

6.4.6 The Participant must only rely on communication conducted in accordance with these Instructions to Participants. Unless instructed otherwise by Network Rail's Procurement Lead in writing, the Participant must not rely on any other communication with Network Rail (or its advisors) whether written or verbal.

6.5 Non-Collusion and Non-Canvassing

6.5.1 In submitting a response to the PQQ and/or ITT (as the case may be), the Participant (including all entities which are being relied upon to meet the requirements of the pre-qualification stage (if applicable) and/or tender stage (as the case may be), each sub-contractor that is intended to play a significant role in delivering key contract requirements and, where the Participant is a consortium, all members of the consortium, as applicable) confirms that it has done so in accordance with these instructions and subject to the following conditions:

6.5.1.1 the response shall be a bona fide response and shall not be fixed or adjusted by or in accordance with any agreement or arrangement with any other person;

6.5.1.2 the Participant shall not communicate to any person the amount, or approximate amount, of the tender, or proposed tender, except where the disclosure in confidence of the approximate amount of the tender is necessary to obtain insurance premium or bond quotations required for the purpose of the tender;

6.5.1.3 the Participant shall not enter into any agreement or arrangement with any other person so that the other person shall refrain from responding or as to the amount of any other tender to be submitted; and



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- 6.5.1.4 the Participant shall not offer to pay or agree to pay or give any sum of money or consideration directly or indirectly to any person for doing or having done or causing in relation to the Procurement Event any act or thing of a nature described in the preceding conditions.
- 6.5.2 In the event of any non-compliance with the above, Network Rail will be entitled at its discretion to disqualify the Participant from any further participation in this Procurement Event or (as the case may be) terminate any contract or agreement made pursuant to the tender and to claim damages from the Participant.
- 6.5.3 Any Participant (including any person employed or engaged by the Participant, whether or not acting with the Participant's knowledge) who, in any connection with this Framework:
- offers any inducement, fee or reward to any member, director or employee of Network Rail or to any person acting as an agent, consultant or advisor to Network Rail;
 - does anything which would constitute a breach of the Bribery Act 2010; or
 - contacts any employee, agent, consultant or advisor of Network Rail prior to the contract being awarded about any aspect of the contract in a manner not permitted by the Procurement Documents (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Participant of such employee or of the potential engagement of the agent, consultant or advisor by the Participant);

may be disqualified from this Procurement Event (without prejudice to any other civil remedies available to Network Rail and without prejudice to any criminal liability which such conduct by a Participant may attract).

7 Pre-Qualification Questionnaire - Specific Instructions

7.1 Submission

- 7.1.1 This section of the Instructions to Participants sets out detailed instructions in relation to the pre-qualification stage of this Procurement Event and the submission of responses to the PQQ. The instructions in this section 7 must be read in conjunction with the remainder of the Instructions to Participants document. The information requested in the PQQ is required in order to evaluate the Participant's eligibility, economic and financial standing, experience, capabilities and capacity to deliver the requirements successfully.
- 7.1.2 In order to be considered for inclusion on the tender list, Candidates must respond, in full, to the PQQ by the deadline specified in the Procurement Event Timetable or communicated through BravoNR (if these dates are not the same, the dates communicated through BravoNR shall take precedence).
- 7.1.3 Subject to paragraph 7.1.4, responses to the PQQ must be completed and submitted through BravoNR using the PQQ response form(s) provided by Network Rail.
- 7.1.3.1 All Candidates are expected to complete 'pqq_2079 - Qualification and Commercial - Common to all lots - #17654 - Strategic Crime Intelligence, Security and Welfare Officers – Southern'. This will act as a common qualification and commercial envelope. This only needs to be completed and submitted once.



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- 7.1.3.2 Candidates must select the lot(s) for which they would like to be considered and submit a PQQ technical response for the relevant lot(s).
- pqq_2075 - LOT 1 - Lineside Services - Strategic Crime Intelligence, Security and Welfare Officers – Southern
 - pqq_1973 - LOT 2 - Stations Services - Strategic Crime Intelligence, Security and Welfare Officers - Southern
- 7.1.4 Where Candidates are using the Single Procurement Document (SPD) as part of their submission they should ensure that the information contained within their SPD clearly and fully responds to all the questions set out within the PQQ and to the extent that the PQQ requires additional information to that contained within their SPD, must provide the additional information using the PQQ response form(s) provided by Network Rail.
- 7.1.5 Where the PQQ requires evidence of compliance with UK standards (or equivalent) and legislation, and the Candidate is registered outside of the UK, the Candidate should respond to the question as if the equivalent legislation in the Candidate's country of registration has been cited.
- 7.1.6 Where a question is not relevant to the Participant's organisation, the Participant should answer 'Not applicable', and provide an explanation as regards the reasons for this.
- 7.1.7 Where Network Rail does not undertake a separate pre-qualification stage, Tenderers must still respond to the Mandatory Questions and Discretionary Questions as part of their tender submission using the PQQ response form(s) provided by Network Rail. The provisions of paragraph 7.1.4, 7.3, 7.4, 7.5 and 7.6 shall apply in so far as they relate to the Mandatory and Discretionary Questions.
- 7.2 Economic & Financial Standing
- 7.2.1 Network Rail has specified the following as the minimum average annual turnover threshold, over the previous three financial years, that a Candidate must be able to demonstrate in order to meet the qualification requirements and be invited to participate in the tender stage:
 Lot 1 Lineside Services – £3,200,000 minimum annual turnover
 Lot 2 Station Services - £3,200,000 minimum annual turnover
 Suppliers submitting a variant offer for the delivery of both lots – £7,000,000 minimum annual turnover.
- 7.2.2 Financial threshold required for candidates submitting a variant offer for the delivery of both lots will be tested at ITT stage. If the required financial threshold is not met the variant offer will be disregarded.
- 7.3 Information about reliance on the capacities of other entities
- 7.3.1 Economic operators may rely on the capacities of other entities in order to meet the selection criteria set out in sections: 5 (Economic and Financial Standing), 6 (Technical and Professional Ability) and/or 7 (Insurances) of the PQQ. The types of entities which may be relied upon include, but are not limited to, sub-contractors and group members (e.g. parent company). A group of economic operators acting in a consortium may rely on the capacities of participants in the group or other entities such as sub-contractors or members of a participant's corporate group.
- 7.3.2 If an economic operator chooses to rely on the expertise, accreditation or financial standing of any entity in order to meet the requirements set out within the PQQ, this should be made clear and relevant details and reasons should be given in its response. Each entity being relied on, must respond to the questions in sections: 1 (Grounds for Mandatory Rejection), 2 (Grounds for Discretionary Rejection), 3 (Organisation and Contact Details), 8 (Equality) and 9 (Health, Safety, and Environment) and 14 (Declaration) of the PQQ. In addition, and insofar as it is



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relevant for the specific capacity or capacities on which the economic operator relies, please include the information under sections: 5 (Economic and Financial Standing), 6 (Technical and Professional Ability), 7 (Insurances), 10 (Information Security) and/or 11 (Information Security Maturity) (as applicable), 12 (Sustainability), and/or 13 (Modern Slavery Act (Continued)) (as applicable) for each of the entities concerned.

- 7.3.3 Where an economic operator relies on the capacities of other entities with regard to criteria relating to technical and professional ability, economic operators can only rely on other entities where the latter will perform the relevant tasks for which the capacities are required.
- 7.3.4 Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing and/or insurance, Network Rail may require that the economic operator and those entities be jointly liable for the execution of the Framework.
- 7.3.5 Where an economic operator relies on the capacities of other group companies with regard to criteria relating to economic and financial standing and/or insurance, Network Rail may require that the economic operator and those entities be jointly liable for the execution of the Framework or provide an appropriate guarantee.
- 7.3.6 Economic operators should be aware that if they are relying on the capacity or capacities of another entity in order to meet the requirements of the PQQ, any changes to those arrangements may affect the ability of the Candidate to proceed in this Procurement Event or to provide the supplies and/or services required. Candidates should therefore notify Network Rail immediately of any change in the proposed arrangements (or the membership of its supply chain) following the submission of its response to the PQQ so that a further assessment can be carried out by applying the selection criteria to the new information provided. Network Rail reserves the right to deselect the Candidate prior to any award of contract, based on an assessment of the updated information.
- 7.3.7 If the Candidate is responding to the PQQ as a consortium (including any joint venture), the following information must be provided:
 - 7.3.7.1 names of all consortium members; and
 - 7.3.7.2 if the consortium intends to form a separate legal entity to be contractually responsible for delivery of the contract, full details of the actual or proposed percentage shareholding of the constituent members within the new legal entity within a separate attachment and upload this into BravoNR; or
 - 7.3.7.3 if the consortium is not proposing to form a separate legal entity, full details of the proposed arrangements between the consortium members within a separate attachment and upload this into BravoNR.
- 7.3.8 Notwithstanding any indication by a consortium that they do not intend to form a separate legal entity, Network Rail may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by Network Rail as being necessary for the satisfactory performance of the Framework.
- 7.4 Information concerning subcontractors on whose capacity the economic operator does not rely
 - 7.4.1 Where the Candidate proposes to use one or more sub-contractors to deliver some or all of the contract requirements but does not rely on the subcontractors' capacities in order to meet the selection criteria within the PQQ, all information requested should be given in respect of the entity which will be contractually responsible for delivery of the contract. The bidding model proposed by the Candidate in section 4 must include details of the members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. Each sub-contractor that is intended to play a significant role in delivering key contract requirements is required to separately



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respond to the questions in sections 1 (Grounds for Mandatory Rejection), 2 (Grounds for Discretionary Rejection), 8 (Equality) and 9 (Health, Safety and Environment) of the PQQ. In addition, and insofar as it is relevant to the contract requirements being delivered by the sub-contractor please include the information under sections; 10 (Information Security), 11 (Information Security Maturity), 12 (Sustainability) and 13 (Modern Slavery Act (continued)) if applicable, for each of the entities concerned. A sub-contractor may provide the information by submitting its ESPD.

- 7.4.2 Where a Candidate, in completing its response to the PQQ, is proposing to use one or more sub-contractors to deliver some or all of the contract requirements, the relevant arrangements will need to be reflected within the contract awarded by Network Rail, should the Candidate be successful. Network Rail recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. Candidates should therefore notify Network Rail immediately of any change in the proposed sub-contracting arrangements following the submission of its response to the PQQ so that a further assessment can be carried out. Network Rail reserves the right to require the Candidate to replace the relevant sub-contractor prior to any award of contract, based on an assessment of the updated information.

7.5 Accuracy of information provided and propriety

- 7.5.1 Network Rail is relying upon information provided by Candidates during the pre-qualification stage. If a Candidate is successful at the pre-qualification stage and subsequently there are changes to the information provided by the Candidate, the Candidate must advise Network Rail in accordance with paragraph 6.3.11 above.
- 7.5.2 Candidates are able to self-certify a number of questions within the PQQ (such as that there are no mandatory or discretionary grounds for excluding their organisation). However, Candidates should provide supporting evidence as requested by Network Rail. Network Rail reserves the right to request any further information at any time throughout the Procurement Event to verify responses to the PQQ.

7.6 Selection

- 7.6.1 In evaluating the PQQ responses, Network Rail will apply the selection criteria and scoring set out in the Criteria and Scoring Document.
- 7.6.2 Where a Participant notifies Network Rail of a change to the information submitted in its PQQ response, Network Rail reserves the right to deselect a Candidate prior to any award of contract, based on an assessment of the updated information. Network Rail reserves the right to disqualify any Candidate that fails to disclose any such change.

7.7 PQQ Confidentiality

- 7.7.1 When providing details of contracts in answering PQQ questions regarding technical and professional ability, the Candidate agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 7.7.2 Network Rail reserves the right to contact each customer named in a Candidate's PQQ response regarding technical and professional ability. The named customer does not owe Network Rail any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 7.7.3 Network Rail confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer, other than to its employees, contractors, agents and professional advisers, the Cabinet Office and/ or contracting authorities defined by the Regulations and/or as required by law.



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8 Invitation to Tender Specific Instructions

8.1 Submission

- 8.1.1 This section of the Instructions to Participants sets out detailed instructions in relation to the tender stage of this Procurement Event and the submission of tenders. The instructions in this section 8 must be read in conjunction with the remainder of the Instructions to Participants document.
- 8.1.2 The Tenderers must respond, in full, to the Tender Documents as required by Network Rail by the deadline specified in the Procurement Event Timetable or communicated through BravoNR (if these dates are not the same, the dates communicated through BravoNR shall take precedence).
- 8.1.3 By preparing and submitting a tender, the Tenderer represents that it has read, fully understands and agrees to abide by the requirements of these Instructions to Participants and associated Procurement Documents, has familiarised itself with the Procurement Event and any particular conditions under which the Framework is to be performed and has allowed for all such conditions within its tender.
- 8.1.4 Tenderers must complete the qualification envelope common to both lots, in addition to the Technical and Commercial Envelopes for the specific lots for which they are bidding.

8.2 Tender Documents

- 8.2.1 The Invitation to Tender comprises the following documents:
 - (a) #17654 - Instructions to Participants
 - (b) #17654 – Scope of Services – Strategic Crime Intelligence, Security and Welfare Services
 - (c) #17654 – Form of Tender
 - (d) #17654 – Scoring Criteria Document
 - (e) #17654 – Lot 1 Pricing Document / #17654 – Lot 2 Pricing Document
 - (f) #17654 – Lot 1 Draft NR2(MT) Contract / #17654 – Lot 1 Draft NR2(MT) Contract.
 - (g) #17654 – MEAT Example Worksheet
- 8.2.2 The completed tender should comprise the following Tender Submission Documents:
 - (a) #17654 - Form of Tender
 - (b) Variant Offer Submission Sheet – If submitting a bid to deliver both lots
 - (c) Completed qualification envelope – Common to all lots
 - (d) Completed technical envelope(s) – Individual to each lot
 - (e) Tenderer's Assumptions
 - (f) Completed commercial envelope(s) – Individual to each lot



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(g) #17654 - Lot 1 and/or Lot 2 Pricing Document.

8.3 Site Inspection

- 8.3.1 Applications for permission to visit the site(s) must be addressed to Network Rail's Procurement Lead. During such visits the Tenderer's personnel shall wear all appropriate personal protective equipment and comply with all site, railway and safety requirements and instructions.

8.4 Legal Entities

- 8.4.1 The Form of Tender provided as part of the Tender Documents shall be completed with the full legal name and business address of the Tenderer and signed by someone appropriately authorised to submit such a tender and bind the Tenderer. Evidence of the authority of the signatory to sign on behalf of the Tenderer shall be submitted with the tender.

- 8.4.2 Where a Tenderer is a consortium or relied upon other entities in order to pre-qualify for this Procurement Event, the Tenderer must confirm:

8.4.2.1 the structure of the tendering entity, together with the full names and addresses of the consortium members or other entities being relied upon (and where applicable, registered corporate number);

8.4.2.2 the management structure;

8.4.2.3 the roles and responsibilities of each party to the Agreement; and

8.4.2.4 how the tendering entity will be financed.

- 8.5.3 Where it is the intention of a consortium to form a special purpose company, the Tenderer shall provide a copy of the proposed memorandum and articles of association, the shareholders agreement and details of the proposed shareholdings in and financial structure of the company.

- 8.5.4 Where the structure of the tendering entity differs from the information provided by the Tenderer to date (including that submitted at the pre-qualification stage (if applicable)) then, it must notify Network Rail immediately and provide updated information so that a further assessment can be carried out by applying the selection criteria to the new information provided. Network Rail reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

- 8.5.5 Where a Tenderer, in completing its response to the pre-qualification stage, proposed to use one or more sub-contractors to deliver some or all of the contract requirements, the relevant arrangements will need to be reflected within the Framework awarded by Network Rail. Where the proposed sub-contracting arrangements differ from the information provided by the Tenderer to date (including that submitted at pre-qualification stage (if applicable)) then, it must notify Network Rail immediately and provide updated information so that a further assessment can be carried out by applying the selection criteria to the new information provided. Network Rail reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

8.5 Compliant Tenders

- 8.5.1 Network Rail wishes to receive fully compliant tenders without qualification and strictly in accordance with the terms and conditions of the Procurement Documents.
- 8.5.2 Qualification may only be made in relation to requirements of Network Rail which the Tenderer feels unable to comply with under any circumstances, or at any price. If the Tenderer wishes



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to make any qualifications this must be done by providing a signed Non-Compliance Statement – Commercial or Non-Compliance Statement – Technical, listing the full details of each qualification and stating the reason for each qualification.

8.5.3 Network Rail reserves the right to treat any bid which is caveated by reference to the UK exiting the EU with a deal or without a deal as non-compliant and, as with any procurement exercise, a bidder in submitting its price for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

8.5.4 Notwithstanding the above, Network Rail reserves the right to reject the Tenderer's offer if it is non-compliant.

8.6 Variant Tenders

8.6.1 Alternative offers are only permitted if a Tenderer also submits a compliant tender.

8.6.2 In addition to providing a compliant tender, the Tenderer is permitted to put forward a variant commercial offer for Network Rail's consideration. This offer shall consist of a single percentage discount to be applied to the commercial submissions in both lots, and a detailed breakdown of how these savings have been achieved. Variant offers must meet the minimum requirements set out in the Procurement Documents.

8.6.3 No other variant tenders will be accepted by Network Rail in this tender event.

8.6.4 Variant offer shall be listed in the Table of Variant Tenders in the Tender Submission Documents.

8.6.5 A minimum technical score of 65% must be achieved in both lots for a variant offer to be considered.

8.6.6 Any compliant variant offers will be assessed on its own merits applying the same evaluation criteria as will be applied to a compliant bid.

8.7 Tender Evaluation

8.7.1 In evaluating the Tenderer's responses, Network Rail will seek the most economically advantageous tender or tenders, having regard to the award criteria and weightings set out in the Criteria and Scoring Document.

8.7.2 Tenderers may be required to answer queries, provide further information regarding their submissions and attend clarification and negotiation meetings as necessary to enable Network Rail to identify the most economically advantageous offer.

8.7.3 All tender prices and rates shall be submitted to the level of detail required by the pricing document, in pounds sterling, exclusive of Value Added Tax.

8.7.4 Should a genuine error be discovered in the Tenderer's pricing during the evaluation period, the Tenderer will be given the opportunity of confirming its offer or amending it to correct the error.

8.7.5 When considering which tender is the most economically advantageous, Network Rail will take into account any costs it reasonably expects to incur in association with the Tenderer's proposal, including, without limitation, any Network Rail supplied resources, facilities, accommodation, railway possessions or additional management.

8.7.6 Where there is a need to normalise tenders for comparison purposes, Network Rail will provide



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details of the proposed adjustment to the Tenderer prior to the relevant Tender being adjusted.

8.8 Acceptance of Tenders

- 8.8.1 No tender shall be deemed to have been awarded until the execution of a formal written contract.
- 8.8.2 If awarded, the contract will be executed as an Agreement (not as a Deed).
- 8.9.3 The Tenderer shall keep its tender open for acceptance by Network Rail for 120 days from the tender return date.

