OPEN TENDER

RSSB INVITATION TO TENDER FOR THE PROVISION OF: RSSB2746 - T1147 - The Health, Wellbeing and Safety Effects of Crowding on trains and in stations

Deadline: Friday 16th November 2018

ITT Reference: RSSB2746 - T1147 - The Health, Wellbeing and Safety Effects of Crowding on trains and in stations

# TENDER DOCUMENTS

1.1 Tenders shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Tenderer does not provide all of the information RSSB has requested within the tender pack, RSSB may reject the tender as non-compliant.

1.2 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.

1.3 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.

1.4 All pages of the tender submission must be sequentially numbered (including any forms to be completed and returned).

1.5 All specifications, plans, drawings, samples and patterns and anything else that RSSB issues in connection with this ITT, remains the property of RSSB and are to be used solely for the purpose of tendering.

1.6 At any time prior to the deadline for receipt of questions, RSSB may modify the tender documents by amendments in writing.

1.7 RSSB (at its sole discretion) may extend the deadline for receipt of Tenders.

RSSB reserves the right to modify or to discontinue the whole of, or any part of, this tendering process at any time and accepts no obligation whatsoever to award a contract.

# GENERAL, LEGAL & COMPLIANCE

2.1 RSSB will check each tender for completeness and compliance with the tender instructions. RSSB reserves the right to reject any tenders it considers substantially incomplete, or non-compliant (each tender will be assessed on its own merit, according to the level/importance of omitted or non-compliant content).

2.2The Tenderer will be excluded should any of the grounds for mandatory rejection or discretionary rejection be triggered. Mandatory requirements can be viewed within the Public Contracts Regulations 2015.

2.3 Tenderers are required to confirm in their tender response, they are able to meet all mandatory and discretionary requirements.

2.4 The Tenderer will be excluded should it be assessed that it has a high risk of:

* + Insolvency over the lifetime of the contract; e.g. the Tenderer may be excluded if its current assets to current liabilities ratio is less than 1;
	+ Insufficient financial capacity to deliver the services effectively; or
	+ Over-dependence on RSSB (e.g. the Tenderer may be excluded if its turnover is less than £ [no more than2x the contract value]

# 3.0 TENDER INSTRUCTIONS

3.1 “RSSB” means the contracting authority, seeking to invite suppliers to participate in the procurement process.

“You” or “Supplier” means the legal entity completing these questions, seeking to be invited to the next step of the procurement process Invitation to Tender (ITT)

3.2 Please ensure all questions are completed in full and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply you need to clearly state N/A.

3.3 If it is necessary for you to provide additional information this should be provided as an appendix and clearly referenced as part of your declaration.

3.4 **RSSB REPRESENTATIVE**

Your main point of contact is: shareditt@rssb.co.uk

**RSSB OVERVIEW**

If you wish to find out more about RSSB, please visit our website at [www.rssb.co.uk](http://www.rssb.co.uk)

**Timetable**

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:

|  |  |
| --- | --- |
|  | **Start Date** |
| Invitation to Tender issued | 19 October 2018 |
| Supplier clarification questions deadline  | 2 November 2018 |
| **Deadline for Submitting Tenders** | **16 November 2018 17:00** |
| Post Tender Evaluation & Clarification  | W/C 19 November 2018 |
| Estimated notification of award decision | W/C 3 December 2018 |
| Target contract commencement date | W/C 10 December 2018 |

Note: RSSB reserves the right to amend these dates as business requirements demand and will communicate any changes to tenderers.

3.5 **QUESTIONS**

Should you have any questions relating to the project, please email these before the deadlines detailed in the project timeline above to ensure that these questions can be effectively addressed? To ensure equal and fair treatment to all potential suppliers, RSSB will circulate all questions and responses anonymously.

Questions should be emailed to: shareditt@rssb.co.uk

# 4.0 Evaluation Information

4.1 In the interests of an open, fair and transparent assessment, this document sets out how RSSB intends to evaluate tender responses. It outlines the evaluation criteria and respective weightings, as well as the evaluation methodology to be applied.

4.2 **Verification of Information Provided**

 Whilst reserving the right to request information at any time throughout the procurement process. RSSB may enable the Supplier to self- certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified questions relating to Technical and Professional Ability RSSB may only obtain such evidence after the final tender evaluation decision and only from the winning Supplier only.

4.3 **Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:**

* Employer’s (Compulsory) Liability Insurance = £2M
* Public Liability Insurance = £1M
* Professional Indemnity Insurance = £1M

4.4 **Sub- contracting Arrangements**

 Where the Supplier proposes to use one or more sub- contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed delivery model that includes members of the supply chain and percentage of work being delivered by each sub -contractor and the key deliverables that each sub- contractor will be responsible for.

RSSB recognises that sub- contracting arrangements may be subject to change and not finalised until a later date. However, Suppliers should be aware that where information provided to RSSB indicates that sub- contractors are to play a significant role in delivering the key requirements and any changes to those sub- contracting arrangements significantly affect the ability of the supplier to deliver key requirements the Supplier should notify RSSB immediately of any changes in the proposed supplier sub-contractor arrangements. RSSB reserves the right to deselect the Supplier prior to any award of contract based on an assessment of the updated information.

4.5 **Consortia Arrangement**

 If the Supplier completing this tender submission is doing so as part of a proposed consortium the following information must be provided:

* Names of all consortium members;
* The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* If the consortium is proposing to form a legal entity, full details of the proposal should be submitted as an Appendix with this Tender.
* RSSB may require the consortium to assume a specific legal form if awarded the contract. If it is deemed that a legal incorporation is necessary for the satisfactory performance of the contract.
* All members of the consortium will be required to provide the information required in all sections of the Tender as part of a single composite response to RSSB i.e. each member of the consortium is required to contribute to completing the response document.

4.6 **Confidentiality**

 RSSB reserves the right to contact the named customer contact and the nominated customer does not owe RSSB any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

 RSSB confirms that it will keep confidential and will not disclose to any third parties for any information obtained from the named customer contact, other than to the Crown Commercial Services and or contracting authorities defined by the Public Contract Regulations.

# 5.0 Evaluation Process

5.1 The process that will be used to select an appropriate Tenderer and award the contract for this procurement is available in more detail in the Evaluation Criteria.

The open procedure is a single stage process.

5.2 **Marking for Award Criteria**

An evaluation panel consisting of representatives of key stakeholders within RSSB will carry out the evaluation. The procurement team will only act as moderator during the assessment phases of the evaluation.

Each evaluation area is weighted to show the relative importance significance of the criteria specific area’s for assessment.

# 6.0 PROCESS AND PREPARATION OF RESPONSES

6.1 The Supplier shall not enter in any agreement or arrangement with any third party which would in any way cause RSSB or its members to incur any financial obligations to the Supplier or any third party.

6.2 The Supplier shall not approach any Customer employee, the Customer’s Representative or its agents to discuss any aspects of the Tender. All communication should be conducted via the Customers Representative.

6.3 The Supplier shall not canvass support for the award of the contract by approaching any employee of RSSB, its Representative or its agents.

6.4 The documents as enclosed are to be accepted in their entirety. No alteration Representative before the date stated for the receipt of tenders. If any alteration is made or these instructions to Suppliers are not fully complied with the tender may be invalidated.

6.5 The conditions of contract included in this Invitation to tender apply. The Suppliers standard terms of business or trade will not be accepted.

6.6 Any requested changes to the conditions of contract must be detailed on the Contract Issues Memo document included for consideration. If this is not completed, it is assumed that the Supplier has accepted all terms and conditions detailed and no further changes will be accepted.

6.7 The Supplier 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.

6.8 All prices quoted to be GBP (unless otherwise requested in the Invitation to Tender) exclusive Value Added Tax and firm.

 It is the Suppliers responsibility to ensure the tender is correct at the time of submission. No amendment to the tender will be allowed after the due date.

6.9 Any questions must be emailed to the main point of contact no less than five days before the return date. Note: questions/responses will be circulated anonymously to all Suppliers invited to tender. Tenders received after the closing date and time will not be considered.

6.10 The Customers Representative reserves the right to correct any omissions or inaccuracies in the Invitation to Tender and to clarify and/or amend any of the Customers’ requirements, up to seven days before the return of tenders.

6.11 All information supplied by RSSB must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or tenders required during the preparation of the Tender. All information provided by Suppliers will be treated in confidence except in stances where references may be sought.

6.12 RSSB reserves the right to cancel this Tender at any point and any cost incurred in the preparation of this Tender is at the Bidder’s expense.

6.13 Tenders must remain open for acceptance for a period of 180 calendar days from the submission date.

6.14 The tenderer should include the following information as part of their tender response:

Legal entity name of Tenderer

|  |
| --- |
|  |

Contact person's name, email address, telephone number and postal address for enquiries relating to this procurement

|  |
| --- |
| Name: |
| Postal address: |
| Telephone number: |
| Email address: |

Tenderer’s registered address

|  |
| --- |
|  |

Tenderer’s website address (if available)

|  |
| --- |
|  |

Please tick the box for the legal form of the Tenderer

|  |
| --- |
| * Sole Trader [ ]
* Partnership [ ]
* Limited Liability Partnership [ ]
* Private Limited Company [ ]
* Public Limited Company [ ]
* Local Council [ ]
* Voluntary/ charitable/ not for profit organisation [ ]
* Other (please specify below) [ ]
 |

If ‘Other’ has been selected from the question above please provide details.

|  |
| --- |
|  |

If your business is a registered company, charity or any other registered organisation (including limited, non-limited or Industrial and Provident Society), please state your registration number. This must be the registration number of the Tenderer, providing the country and date of incorporation / registration if other than the UK.

|  |
| --- |
|  |

Name of ultimate parent company (if this applies)

|  |
| --- |
|  |

Companies House Registration number of ultimate parent company (if this applies)

|  |
| --- |
|  |

**Additional Notes**

* Fully answer the question given and consider the weighting for the section
* Explain how you will meet the criteria and provide evidence to support your response.
* Further reading on how to complete the tender is available in section 10

# 7.0 TENDER EVALUATION (SELECTION CRITERIA)

|  |  |  |
| --- | --- | --- |
| **Heading** | **Specific question(s)** | **Evaluation Criteria** |
| S1 Experience of the supplier in the GB mainline railway [Max 1 page] | Provide a brief description of two projects you have undertaken for GB mainline railway clients over the last 5 years. Please provide a brief explanation on why they are relevant to our needs. | Pass: The tenderer provides a brief description of at least two projects that the tenderer has undertaken for GB Mainline Railway Clients over the last 5 years. Further the tenderer provides a brief explanation as to “Why?” said projects are relevant to RSSB’s need. Finally, the Tenderer provides RSSB with a strong degree of confidence in its experience shown in two suitable projects.Fail: The Tenderer either fails to provide evidence of two projects that the tenderer has undertaken for GB Mainline Railway Clients over the last 5 years or fails to provide a brief explanation as to “Why?” said projects are relevant to RSSB’s needs or fails to provide RSSB with a strong degree of confidence in the tenderers experiences.**Note:** Should a “Fail” mark be achieved for this question the remainder of the tenderer’s bid will not be evaluated. |
| S2 Experience of the supplier in crowding [Max 1 page] | Provide a brief description of two projects you delivered relating to crowding over the last 5 years. Please provide a brief explanation on why they are relevant to our needs. | Pass: The Tenderer provides RSSB with two projects that the tenderer has delivered related to crowding over the last 5 years. Further the tenderer provides a brief explanation as to “Why?” the projects are relevant to RSSB’s needs. Additionally, through the above the tenderer provides RSSB with a strong degree of confidence in its experience shown in two suitable projects.Fail: The Tenderer either fails to provide evidence of two projects that the tenderer has delivered relating to crowding over the last 5 years or has failed to provide a brief explanation as to “Why?” both projects are relevant to RSSB’s needs or fails to provide RSSB with sufficient confidence in its experience.**Note:** Should a “Fail” mark be achieved for this question the remainder of the tenderer’s bid will not be evaluated. |
| S3 Experience of health, safety and wellbeing [Max 1 page] | Provide a brief description of two projects you have delivered over the last 5 years that relates to health, safety and wellbeing. Please provide a brief explanation on why they are relevant to our needs. | Pass: The Tenderer provides RSSB with a brief description of at least two projects that the tenderer has delivered over the last 5 years that relates to health, safety and wellbeing. Further the tenderer provides a brief explanation as to “Why?” the two aforementioned projects are relevant to RSSB’s needs. Additionally, through the above the tenderer provides RSSB with a strong degree of confidence in its experience shown in two suitable projects.Fail: The Tenderer either fails to provide a brief description of two projects that the tenderer has delivered over the last 5 years that relates to health, safety and wellbeing or fails to provide a brief explanation as to “Why?” said projects are relevant to RSSB’s needs or fails to provide RSSB with sufficient confidence in its experience.**Note:** Should a “Fail” mark be achieved for this question the remainder of the tenderer’s bid will not be evaluated. |
| S4 Summary of the Proposal[Max 1 page] | The Tenderer must provide a concise summary highlighting the key aspects of the proposal. | Pass: The Tenderer has provided a concise summary highlighting the key aspects of the proposal of the supplier.Fail: The Tenderer has not provided a concise summary or has not provided a summary highlighting the key aspects of the proposal of the supplier.**Note:** Should a “Fail” mark be achieved for this question the remainder of the tenderer’s bid will not be evaluated. |

# 8.0 TENDER EVALUATION (AWARD CRITERIA)

8.1 **ITT Assessment**

**The Contract Award decision is solely based on the basis of Tenderer proposal and price offering.**

8.2 RSSB uses the following quality / price ratio to determine the outcome of the evaluation where quality (technical evaluation) and price are weighted and scored individually before being combined.

 Quality 80%: Price 20%

8.3 Technical criteria are weighted and scored as a percentage of the maximum score available with a minimum quality threshold set.

 **Technical Evaluation**

8.4 Tenders are assessed on how well they satisfy the technical evaluation criteria.

 The relative importance of each criterion is established by giving it a percentage weighting so that all the weightings equal 100%. The Evaluation Matrix provides details of the weightings that RSSB will use in assessing Tenderer proposals.

 The Technical Evaluation will be carried out using Tenderer responses to the tender specification using the scoring scheme (identified in Table below).

8.5 The scored responses are generally assessed out of a maximum of five (5). The Evaluation Panel will not be allowed to give partial scores (for example 3.5); however, once all scores are aggregated, the technical scores will be rounded to two decimal places prior to consolidating with the price evaluation.

8.6 The following shall constitute a failure to evidence satisfactory delivery of the requirement(s) of the procurement and will automatically disqualify the Tenderer:

1. A grade of zero (0) in any of the evaluated technical/quality questions in Section D of Schedule One (a) of Part B of the ITT before the weightings are applied; or
2. a grade of one (1) in more than one of the evaluated technical/quality questions in Section D of Schedule One (a) of Part B of the ITT before the weightings are applied

8.7 Those Tender Responses which fail to demonstrate satisfactory delivery of the requirement(s) of the procurement by reason of failing to achieve these minimum thresholds will be set aside and not considered further.

|  |  |
| --- | --- |
| **Grade** | **Definition of grade** |
| 5 | A wholly excellent Tender Response that (where applicable):* Addresses all aspects of the question in an informed and comprehensive manner;
* Demonstrates a thorough understanding of what is being asked for;
* Provides evidence of how that understanding can be applied in practice;
* Offers full confidence that the Tenderer will deliver the service in full;
* Addresses the majority of areas of doubt and uncertainty; and
* Provides certain, unambiguous commitments or statements of intent that permit reliance through translation into contractual terms
 |
| 4 | * A good Tender Response that (where applicable):
* Addresses all aspects of the question and is generally of a good standard;
* Demonstrates a good understanding of what is being asked for;
* Provides a worked-up methodical approach;
* Offers confidence that the Tenderer will deliver the service in full with limited areas of doubt or uncertainty;
* Addresses key areas of doubt and uncertainty; and
* Provides commitments that can be translated well into contractual terms
 |
| 3 | A satisfactory Tender Response that (where applicable):* Addresses the majority of the question and is generally of a good standard but lacks substance or detail in some areas;
* Demonstrates an understanding of what is being asked for;
* Provides a satisfactory approach;
* Offers a general level of confidence that the Tenderer will deliver the service (but with room for doubt in some areas);
* Address some areas of doubt and uncertainty; and
* Provides some commitments that can be translated well into contractual terms.
 |
| 2 | A Tender Response that (where applicable):* Addresses some of the question but *either* lacks relevant information and detail *or* lacks substance in a manner that would suggest the response is a “model answer”;
* Demonstrates some understanding but with a lack of clarity in key areas;
* Provides an approach which is not wholly appropriate or viable orlacks evidence;
* Shows that the level of confidence that the supplier can deliver does not outweigh the doubt;
* Does not address many areas of doubt and uncertainty; and
* Does not offer sufficient commitment (with doubt as to the extent to which would translate into contractual terms)
 |
| 1 | A generally unsatisfactory Tenderer response that (where applicable):* Does not address the question or has omissions;
* Lacks understanding in significant areas:
* Provides an approach which has gaps or creates concerns;
* Shows that the level of confidence that the supplier can deliver is low;
* Creates uncertainty; and
* Displays significant lack of commitment (with doubt as to the extent to which would translate into contractual terms)
 |
| 0 | A wholly unsatisfactory Tenderer response that (where applicable):* Provides no response or omissions/oversights that prevent scoring;
* Refuses to deliver the requirement; and
* Creates concerns so significant that the response would be detrimental to the interests of RSSB
 |

#  9.0 ITT Evaluation Matrix (Award Criteria)

|  |  |  |  |
| --- | --- | --- | --- |
| **Heading** | **Specific question(s)** | **Evaluation Criteria** | **Weight** |
| A1 Method statement: Evidence of the Tenderer’s ability to meet the specified objectives and deliverables through a robust methodology[Max 4 pages] | The Tenderer should provide evidence of their expertise to deliver this project in the form of a method statement. This should set out how it will fully meet the objectives and scope of the project, adding value where possible. | The Tenderer’s response:* Demonstrates their understanding of the objectives
* Provides a coherent and systematic approach to meet these objectives.
* Explains how they would apply their expertise to meet the specification, including how they would conduct the study
 | 30% |
| A2 Evidence of the Tenderer’s technical ability [Max 2 pages] | The Tenderer should:1. Provide evidence of relevant previous projects from the bidding organisation(s).
2. Provide detail of relevant experience and knowledge of the project team.
 | The Tenderer’s response demonstrates that it:* Has identified relevant projects as experience and individuals to deliver the work
* Overall skills covered is of a high degree of quality
* Has displayed how it will access the required industry experience and knowledge (if expertise is not in-house).
 | 20% |
| A3 Project Delivery: resources, budget and risk management[Max 2 pages] | The Tenderer should:1. Provide adequate allocation of appropriate resources against deliverables. This includes team members’ roles, their relevant experience and contribution to the delivery.
2. Provide a well-structured plan for completion, including a clear deadline for the delivery of each deliverable.
3. Identify how they will work with RSSB to ensure the quality and the content of the deliverables is fit for purpose.
4. Identify how they will mitigate risks to delivering the project.
 | The Tenderer’s response shows that it:* Has provided a credible plan for delivering successful outcomes to time, quality
* Has identified relevant individuals to deliver the work
* Overall mix of skills covered is of a high degree of quality
* Has identified appropriate ways to engage with RSSB
* Has identified risks and proposed to effective management and mitigation
 | 20% |
| A4 Risk Management[Max 1 pages] | Tenderers should detail what risks and opportunities are foreseen in the delivery of the project. The tenderer should detail mitigating actions in relation to these risks, and how opportunities can be maximised.What are the potential risks to this project? How will these risks be managed?What are the potential opportunities that could be maximised during the delivery of this work? | The tenderer’s response:* Identifies appropriate risks and opportunities through the use of a risk register.
* Identifies what mitigation actions will be taken with specific regard to each risk or challenge identified.
* Identifies approaches to maximising any opportunities through effective management.
 | 10% |
| A4 Cost of project | The Tenderer should provide a fixed cost for the project and the associated cost break down.  | * The tender with the lowest total cost will receive 100% of the available weighted score (20%).

Other Tenderer’s tenders will receive a pro-rated relative to the lowest cost according to the following formula:Score of other tender = lowest tender total cost / other tender total cost x 100%. | 20% |

# 10.0 PRICE EVALUATION

10.1 All prices quoted shall be in sterling (unless otherwise requested in the Tender Documents), exclusive of Value Added Tax and shall be firm.

10.2 A full and comprehensive breakdown 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.

10.3 Failure to provide adequate detail may cause your tender to be judged non-compliant.

10.4 The construction of the price must be clear and easy to understand. Where appropriate the use of tables to show pricing is preferred. We require the following information:

* + - A breakdown by grade and named individual, indicating the number of days to be worked on each task and the daily rate to be charged.
		- A list of sub-contracts with prices and copies of quotations where available (a similar breakdown by grade, named individuals and rates, as above, is required where the sub-contract is for manpower).
		- Details of any other costs, such as hire charges for equipment.
		- Details of travel and subsistence and all expenses to be incurred. Mileage reclaim will be linked to maximum levels set by HMRC.
		- The above breakdowns should be further broken down into individual work packages.

# 11.0 TENDER EVALUATION CRITERIA AND MINIMUM REQUIREMENTS

11.1 In evaluating tenders, the most economically advantageous tender(s) will be sought. This will be using the evaluation criteria and weightings detailed in **ITT Evaluation Matrix** **Award Criteria**.

11.2 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 specifications, ask clarification questions to ensure these are understood.

# 12.0 CONDITIONS OF CONTRACT

The terms and conditions of the contract are contained with a separate document.

**Qualification of the Contract**

Where Tenderers have any queries or concerns with any specific condition of the terms and conditions of the contract, these should be submitted in writing to **shareditt@rssb.co.uk** as soon as possible, and in any case no later than 10 days prior to the deadline for submission of tenders.  Please ensure the specific condition(s) and proposed amendment(s) are provided.  These will be reviewed by RSSB on a case by case basis, and, if accepted, revised terms and conditions will be issued to all Tenderers.  Failure to accept the terms and conditions of the contract or to qualify the tender in any way, may result in the tender being rejected by RSSB.

## 13.0 RSSB Company Information

 ***Insert Work Package Title*Introduction**

RSSB was established in April 2003. The Company’s primary objective is to facilitate the railway industry’s work to achieve continuous improvement in the health and safety performance of the railways in Great Britain, and thus to facilitate the reduction of risk to passengers, employees and the affected public. The railway is a complex system with multiple interfaces delivered by many different organisations. At RSSB we bring these different organisations together to make collective decisions. We help the rail industry carry out research, understand risk, set standards and improve performance. We provide a constant point of reference in a changing environment.

We support rail in the areas of safety standards, knowledge and innovation and a wide range of cross- industry schemes requiring our knowledge and independence. Our work involves close collaboration, but as technical experts we also appoint suppliers in the wider market to provide an informed view.

**Key elements of the company’s remit are to:**

* Manage Railway Group Standards on behalf of the industry
* Lead the development of long-term safety strategy for the industry, including the publication of annual Railway Strategic Safety Plans
* Propose change through facilitation of the research and development programme, education and awareness
* Measure, report and inform on health and safety performance, safety intelligence, trends, data and risk
* Support cross-industry groups in national programmes which address major areas of safety concern
* Facilitate the effective representation of the UK rail industry in the development of European legislation and standards that impact on the rail system

RSSB is a not-for-profit company owned by major industry stakeholders. The company is limited by guarantee and is governed by its members, a board and an advisory committee. It is independent of any single railway company and of their commercial interests.

# Background

## RSSB Overview

*RSSB* is a membership organisation in the railway that helps industry by understanding risk, guiding standards and managing research. The rail industry in Britain is made up of many different organisations, but they all form a system and share a common purpose, to move people and freight safely and efficiently by rail. *RSSB* brings all parts of this system together to make collective decisions, products and services, to help industry drive out unnecessary cost, improve business performance and develop long-term strategies.

*RSSB’s* activities include:

* **Understanding risk –** Using safety intelligence from across the rail industry and elsewhere with the latest risk modelling to inform members and support safe decision making.
* **Guiding standards** – Creating, reviewing and simplifying GB standards to align with European requirements; managing the *Rule Book* and making it easier for the railway to deliver efficiently and safely.
* **Managing research, development and innovation** – Undertaking, commissioning and managing research and innovation programmes to address current needs, provide knowledge for decision making now and for the future, and promoting step changes to deliver the *Rail Technical Strategy*.
* **Collaborating to improve** – As an independent cross-industry body with a critical mass of technical expertise, supporting activities which require collaboration. These range from supplier assurance schemes (*RISQS, RISAS*) to confidential reporting (*CIRAS*), from health and wellbeing strategies to sustainability principles.

**Specification for research project**

The Health, Wellbeing and Safety Effects of Crowding on trains and in stations

T1147

# Background

Over the last decade the number of rail passenger journeys in Great Britain has grown by approximately 70%. In 2016-17 there were 1.71 billion passenger journeys[[1]](#footnote-1) and it is expected that demand will double in the next 25 years[[2]](#footnote-2). Despite increases in carrying capacity on the railways, overcrowding has been an issue of concern for some years, both on trains and in stations, and has been prominent in news reports about Southern Rail, Northern Rail (in relation to problems associated with the timetable changes in 2018) and the maintenance works at London Bridge station.

RSSB study T307 (2005) concluded that “there was very little direct evidence of the health effects of crowding”, a position reflected in the ORR’s (2005) health and safety policy on train crowding. However, this policy does not cover other aspects of crowding at stations or at the platform/train interface.

On an initial analysis of SMIS data, RSSB study T605 (2009) estimated that crowding contributed to 1.4% of on-train risk and 0.5% of on-station risk, equating to approximately 0.4 Fatalities and Weighted Injuries (FWI) per year. However, there was considerable uncertainty around this estimate, because crowding is sometimes a contributory cause of an accident rather than the reported cause. Workshop discussions indicated that the FWI from crowding could be as high as 1.5 per year. Further analysis of SMIS data, together with input from the workshops, led to an adjusted estimated FWI figure of 0.5 per year.

In addition, T605 concluded that there was no evidence that on-train crowding increased (or decreased) the risk from major train accidents (derailments or collisions).

Subsequent to this previous research, acute crowding incidents such as those seen at London Bridge have led to many complaints from the public, some referring to the perceived health impacts of crowding. The ORR has therefore felt it is necessary to respond to these concerns, especially given the prospect of further increases in passenger numbers. A 2015 meeting on crowd management, hosted by the ORR, led to four undergraduate human factors students undertaking knowledge searches that are intended to help update existing advice. The final report (T1106) is expected to be available on [www.sparkrail.org](http://www.sparkrail.org).

In addition, the Royal Society for Public Health[[3]](#footnote-3) has linked commuting with reduced mental wellbeing, poorer physical health as a result of raised blood pressure and less time available for physical activity. Their survey of passengers revealed overcrowding and delays to be two of the main factors perceived to negatively impact perceived health and wellbeing.

In the context of these recent concerns, this project is intended to extend the earlier RSSB guidance and enable the ORR to update its policy position on crowding. The task of the external research team will be to evaluate recent literature on crowding, both in terms of any health, safety and wellbeing impacts that have been identified, and gather further information through a series of industry workshops, passenger focus groups and stakeholder interviews. The results from this work will be used to inform an update of the ORR’s policy position on the health, safety and wellbeing effects of crowding.

As part of this project, complementing the work in this specification on the health, safety and wellbeing effects of crowding, RSSB will conduct a subsequent work package on the topic of crowd management, leading to a single good practice document for industry. Working with stakeholders, RSSB will facilitate the implementation of good practice in the industry through briefings, workshops and videos.

# Project Structure

This project consists of three work packages as follows:

**Work Package 1**: The development of the scope and tender materials and business case. **Complete and delivered by RSSB**.

**Work Package 2**: The focus of this invitation to tender, looking at the health, safety and wellbeing effects of crowding. **To be delivered by the selected supplier**.

**Work Package 3**: Identifying best practice in crowd management and updating industry guidance. **To be delivered by RSSB** based on the outputs of Work Package 2.

Work package 2, described in this ITT, has three aspects:

1. Reviewing published research literature, subsequent to previous RSSB reports T307 Health and Safety Effects of Crowding, T605 Management of On-Train Crowding. Taking into account the RSSB report T1106 Health and Safety Effects of Crowding: Hazard Identification.
2. Conducting industry workshops, passenger focus groups and stakeholder interviews.
3. Delivery of a report on this work to RSSB, together with a four-page briefing and an Executive Summary slide pack.

# Objectives

The overall objective of work package 2 is to understand the impact of crowding on the health, wellbeing and safety of passengers. Through a detailed review and the involvement of industry representatives, WP2 aims to identify the hazardous events that lead to the highest risk associated with crowding. Through the identification of the risks associated with the health, safety and wellbeing effects of crowding, ORR will be better placed to update their policy position on the health, safety and wellbeing effects of crowding.

The work package will achieve its objective by understanding the impacts on passengers within the context of increased passengers’ journeys over the last 12 years. It will investigate crowding levels on trains *and* at stations, as well as referring to up-to-date research on the health and safety effects of crowding. WP2 should aim to answer questions such as:

* What are the immediate physical and physiological effects of crowding on passengers?
* What are the scenarios and situations which make these impacts more likely/severe?
* What role can the train operator play in managing the risks associated with crowding and what interventions can be put in place to reduce these risks?
* What role can the passenger play in reducing the health, safety and wellbeing risks of crowding? Can advice be given to passengers to help them self-manage the impacts of crowding?

A successful outcome will be a deliverable that enables the ORR to update its policy on the health, safety and wellbeing effects of crowding, and enable them to respond to passenger concerns about this. It will also help inform industry stakeholders of the health, wellbeing and safety risks associated with crowding on their facilities.

Work package 3, to be delivered by RSSB, will utilise this understanding of the magnitude of the risk associated with crowding and make recommendations on how to best manage crowding to reduce the potential impact.

# Scope

The scope of this specification, Work Package 2, is described in this section.

## In scope

1. The immediate health, wellbeing and safety effects of crowding on passengers at stations on platforms and on trains.
2. Crowding during normal working, abnormal working (for example, during special events), and disruption (for example, operational delays, stranded trains, and terrorist incidents).
* how the ranges of health safety and wellbeing effects of crowds can apply to each of these crowding experiences
1. Data collection from previous research and engagement with industry and stakeholder groups through workshops and targeted interviews, covering:
* effects on mental health and wellbeing, as evidenced in subjective reports from those exposed to crowding
* type of crowd experience, e.g. indoor vs. outdoor; leisure event vs. work (commuter travel); infrequent exposure vs. repeated exposure
* length of journey, need to be somewhere at a particular time
* different groups, e.g. according to gender, mobility and other impairments
* effects of interior design changes to rolling stock have on the health, safety and wellbeing effects on crowds
* comparison of the actual risk of crowding with the passenger perception of the risk and what drives the difference
* risk ranking exercise (frequency vs consequence) to help identify the hazardous events which lead to the highest risk associated with crowding
* an understanding of the role train operating companies plays in helping to avoid the risks from crowding (ensuring adequate staff training when dealing with emergency evacuation, etc)
* An understand of the role that passengers can play in helping to avoid the risks from crowding (eg stowing luggage safely)

## Out of scope

1. A new longitudinal study into the long-term health, safety and wellbeing effects of crowds.
2. The health, wellbeing and safety effects of crowds on rail staff.
3. Primary data collection (including physiological effects of crowding. e.g. through heart rate monitors).
4. Approaches to crowding management.
5. Economic assessment of interventions.
6. Any topic areas that do not have a direct implication to mainline UK rail environments.

# Methodology

Suppliers are expected to explain the methodology that they are intending to use to successfully meet the project objectives and cover the scope.

It is envisaged that the methodology will include at least the following, and potentially broken down into the following 3 phases:

**Phase 1: Review**

* A review of available literature to identify any hazardous effects of crowding.
	+ Work on the health, safety and wellbeing effects of crowding on non-mainline rail systems (eg London Underground).
	+ Work on the health, safety and wellbeing effects of crowding in other countries
	+ Work on the health, safety and wellbeing effects of crowding in other industries (aviation, retail, etc).
* A review of incident reports to identify any hazardous effects of crowding. With a detailed investigation of one example.
* A review of the scenarios/situations that commonly lead to the hazardous effects of crowding.

**Phase 2: Engagement**

* Industry workshops to:
	+ Understand industry’s experiences of the health, safety and wellbeing effects of crowding.
	+ Provide a qualitative risk estimate for each identified hazardous event; and rank the hazardous events according to this risk. This risk assessment may involve a frequency vs consequence ranking system.
* Engagement with relevant stakeholders to understand the role that train operating companies can play in minimising the health, safety and wellbeing risks of crowding. This process should also identify appropriate interventions that train operating companies can put in place.
* Engagement of passenger groups and key stakeholders to gather information on the health, wellbeing and safety effects. This information could be collected through focus groups/interviews. If supported by the investigation, advice (in a suitable form) for passengers on how to self-manage the identified HS&W effects of crowding should be considered.

**Phase 3: Reporting**

* Development of the final reports that will provide the ORR with evidence to inform their policy on the health, safety and wellbeing effects of crowding.

**Ongoing**

* The supplier will be expected to engage with RSSB through regular updates, attending project and steering group meetings and presenting latest findings at the steering group meetings.

# Deliverables

|  |  |
| --- | --- |
| **HS&W effects of crowding - final report** | **Project report** |
| This report will consolidate the research already carried out in this area, identify gaps in knowledge and areas that require building on and provide a review of previous incidents and a breakdown of one incident review conducted in this area.Further the report will detail the findings of the engagement with stakeholders to understand their views and experiences. This document will providing evidence for the industry to understand the associated risks and to provide evidence supporting the ORR in updating their policy position on the HS&W effects of crowds. The report will form the basis for Work package 3, to be delivered by RSSB. |
| This report will be delivered in RSSB format and will be made available to the project steering group for review. It will be provided to ORR as the final output and will be made available on SPARK. |

|  |  |
| --- | --- |
| **Research in Brief** | **Project report** |
| The research in brief should be created by the supplier, in partnership with RSSB, to summarise the findings of this work, in no more than 4 pages.  The research in brief will summarise the aim, findings, impacts and benefits, background, and summary method of this work package.  The document should also identify where to find out more information, identify recommendations and next steps for industry and further research and development.The draft research in brief will be produced in a RSSB template, and an example can be provided.  The research in brief will be made available on the SPARK and RSSB websites. |

|  |  |
| --- | --- |
| **Executive summary presentation of key findings** | **Project report** |
| The presentation will be provided by the supplier, to the project steering group and the Operations Principles Group.  The executive summary presentation will be made available on SPARK to RSSB members.  |

# Stakeholders roles and responsibilities

|  | **General role in project** | **Specific role in acceptance of deliverables** |
| --- | --- | --- |
| Project manager | The RSSB project manager is the first point of contact during project delivery. The RSSB project manager responsible for the coordination of RSSB activities to support the supplier delivery and reviews project schedules, cost reporting and other relevant project management tasks. The RSSB project manager leads the project in organising meetings, etc and supports timely and effective delivery towards project objectives. | Facilitates technical review and acceptance processes, identifies and monitors corrective actions where needed, including facilitating decision making. |
| Technical expert | Throughout the project, the RSSB technical expert ensures that technical aspects are reflected accurately. Technical aspects can refer to specific issues around railway signalling, track engineering, safety relevant operations or any other specialist field.  | Reviews emerging outputs from technical perspective. |
| Industry and RSSB sponsor | The Industry and RSSB sponsors act as figureheads for the research, championing its importance and its outputs. Their key role is to provide steer to the research as it progresses and exert pressure on the industry to make use of its findings. | Formally accepts deliverables  |
| Project supporters | The project supporters represent parts of industry complementary to the sponsor’s organisation. They offer expertise for effective project delivery and support the implementation of findings led by the champion through networking, advice and other support. | Formally accepts deliverables  |
| Project steering group | The project steering group ensures the project delivers to industry needs. As such, it helps formulate specifications, assesses tenders, reviews draft and final outputs and other relevant tasks. | Formally accepts deliverables  |

# Budget, timescales and dependencies

The allocated budget for this work is **up to £45,000***.* Bids above this value will be considered but the supplier will need to provide detailed explanation on why the allocated budget is not adequate. In this case, we strongly encourage suppliers to provide costed options for RSSB to consider.

The work is expected to start in November 2018 and be completed by the end of March 2019. These are indicative dates and RSSB is prepared to consider bids that vary from these expectations if they have a robust and realistic project plan, and an explanation of changes to the proposed start and end dates.

# Critical success factors and risk management

The supplier should ensure that relevant risks are identified and managed within their proposed method. Some high-level risks to consider include:

* The project is unable to access the appropriate incidents relating to the HS&W effects of crowds.
* Insufficient passenger or stakeholder representation during data collection.
* Study findings do not provide sufficient evidence to support ORR policy updates.

Critical Success factors:

* Demonstrated engagement with key industry stakeholders to identify health, safety and wellbeing effects of crowds.
* A clear and robust conclusion, which provides ORR with the sufficient information to inform their policy position.

**Appendix X Form of Tender**

This section outlines how the offer from the Tenderer is to be constructed. Please return this Tender Declaration along with your Tender and retain a copy for your records.

Having examined the ITT email, the Instructions to Tenderers, the Information Required From Tenderers, the Conditions of Contract, the Specification and this Form of Tender (the “Tender Documents”), we offer to supply all/part of (delete as applicable) the goods, services or works specified in these Tender Documents.

We undertake if selected, to perform the contract in accordance with the Tender Documents, including the Conditions of Contract contained herein.

We agree that this tender shall remain open for acceptance by the Customer for 180 days from the date stipulated for the return of tenders.

We understand that you are not bound to accept the lowest, or any tender you may receive.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following acts:

1. Communicate to a person, other than the person calling for the tenders, the amount or approximate amount of the proposed tender. Except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
2. Enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
3. Offer or pay or give or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person, for doing or having done or causing or having caused to be done, in relation to any other tender or proposed tender for the said goods, services or works, any act or thing of the sort described herein.

We recognise that the Customer reserves the right to clarify details of our offer prior to the award of any contract.

We hereby undertake that the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to whom the tender is to be submitted, any information relating to the submission of this tender or the details contained therein except where such is necessary for the purpose of submission of this tender.

**Appendix X Subcontractors**

All suppliers to RSSB are asked to provide details of all sub-contractors that will be used to perform the contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Name & Address of Sub-Contractor | Service performed for Contractor | Provide details of staff numbers[[4]](#footnote-4) | Provide latest year’s turnover |
| Name:  |  |  |  |  |
| Address: |  |
| Name:  |  |  |  |  |
| Address: |  |
| Name:  |  |  |  |  |
| Address: |  |

**Appendix X Conflicts** **of** **Interest**

**Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or consortia members.**

**Please describe any (potential) conflicts of interest that the Tenderer has identified and how these will be managed\*:**

If you **DO** **NOT** have any conflicts to declare, please tick this box: **[ ]**

Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

Guidance to Tenderers:

Tenderers should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery

1. http://orr.gov.uk/\_\_data/assets/pdf\_file/0014/28013/passenger-rail-usage-2017-18-q4.pdf [↑](#footnote-ref-1)
2. https://www.rssb.co.uk/Library/groups-and-committees/2015-12-08-report-rssb-uk-rail-supply-swot-fourth-draft-submitted.pdf [↑](#footnote-ref-2)
3. https://www.rsph.org.uk/our-work/policy/wellbeing/commuter-health.html [↑](#footnote-ref-3)
4. This is the average annual numbers of both staff and managerial staff employed over the last trading year [↑](#footnote-ref-4)