# Invitation to Tender (ITT) and Statement of Requirement

# Personal Track Safety (PTS) Assessments

Date of issue: (provided by Procurement)

* + - * + **CPV Code:** **80550000**
        + **Tender Reference: ORR/CT/23-31**

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Purpose of the document

The purpose of this document is to invite proposals for **Personal Track Safety (PTS) Assessments** for the Office of Rail and Road (ORR).

This document contains the following sections:

* + - 1. Introduction to the Office of Rail and Road
      2. Statement of Requirement
      3. Tender Proposal & Evaluation Criteria
      4. Procurement Procedures

## Introduction to the Office of Rail and Road

* 1. The Office of Rail and Road is the independent safety and economic regulator of Britain’s railways who also hold National Highways to account for its day-to-day efficiency and performance, running the strategic road network, and for delivering the five year road investment strategy set by the Department for Transport (DfT).
  2. ORR currently employs approximately 360 personnel and operates from 6 locations nationwide. The majority of personnel are located at ORR’s headquarters, 25 Cabot Square, London.

### Our strategic objectives

#### 1. A safer railway:

Enforce the law and ensure that the industry delivers continuous improvement in the health and safety of passengers, the workforce and public, by achieving excellence in health and safety culture, management and risk control.

#### 2. Better rail customer service:

Improve the rail passenger experience in the consumer areas for which we have regulatory responsibility and take prompt and effective action to improve the service that passengers receive where it is required.

#### 3. Value for money from the railway:

Support the delivery of an efficient, high-performing rail service that provides value for money for passengers, freight customers, governments, and taxpayers.

#### 4. Better Highways:

National Highways operates the strategic road network, managing motorways and major roads in England. Our role is to monitor and hold it to account for its performance and delivery, so that its customers enjoy predictable journeys on England’s roads.

### Supplying ORR

* 1. The ORR procurement unit is responsible for purchasing the goods and services necessary for ORR to achieve its role as the economic and health & safety regulator of the rail industry.
  2. The ORR Procurement unit subscribes to the following values:
     + - * to provide a modern, efficient, transparent and responsible procurement service;
         * to achieve value for money by balancing quality and cost;
         * to ensure contracts are managed effectively and outputs are delivered;
         * to ensure that processes have regard for equality and diversity; and
         * to ensure that procurement is undertaken with regard to Law and best practice.
  3. For further information on ORR please visit our website: [www.orr.gov.uk](https://www.orr.gov.uk/).

### Small and Medium Enterprises

1. ORR considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs) and voluntary organisations. However, any selection of tenderers will be based on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.
   1. Small and Medium Enterprises and Voluntary Organisations:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Enterprise Category | Headcount | Turnover | Or | Balance Sheet Total |
| Micro | <10 | ≤ € 2 million |  | ≤ € 2 million |
| Small | <50 | ≤ € 10 million |  | ≤ € 10 million |
| Medium | <250 | ≤ € 50 million |  | ≤ € 43 million |
| Large | >251 | > € 50 million |  | > € 43 million |

* 1. Please ensure that you indicate how your organisation is categorised on the Form of Tender document which should be submitted along with your proposal.

## Statement of Requirement

### Background of the project

**Background**

* 1. Britain’s mainline railway infrastructure operator, Network Rail requires that all its staff, contractors, and anyone else that needs to access its infrastructure must hold a Personal Track Safety (PTS) competence. It is a standard and fundamental mandatory access requirement.
  2. Although ORR is not a railway contractor, it chooses to comply with the requirements of PTS to align with industry practice.
  3. The PTS syllabus is based on principles and standards developed by Network Rail, this includes an accreditation process undertaken through Sentinel. Sentinel is administered by a supplier who is contracted by Network Rail.

**The Sentinel PTS process**

* 1. There are five key stages to the Sentinel PTS competency accreditation:
     + - 1. Successfully completing a pre-PTS medical including drug & alcohol (D&A) screening.
         2. Successfully completing the pre-PTS e-learning, as set by Network Rail.
         3. Successfully completing the two-day PTS training course, including assessment via a test.
         4. Successful candidates are issued with a Sentinel card to demonstrate competency.
         5. PTS competence is valid for two years and should be recertified via a one-day assessment course. To be eligible for refresher training, candidates are required to meet certain operational requirements.
  2. ORR undertakes its own medical screening (stage 1) via an Occupational Health contractor. ORR also ensures that staff have undertaken the online training (stage 2). The results for stages 1 and 2 are then upload into [Sentinel](https://info.railsentinel.co.uk/help-support/training-medical-providers/) prior to undertaking the course (stages 3 and 4).

### Project Objectives and Scope

* 1. ORR is not a contractor within the railway industry. As such, ORR is not bound industry standards (including PTS) applicable to contractors. Although ORR is not required to follow standards, PTS training is clearly useful in delivering personal safety competence to its staff.
  2. ORR is seeking to procure a PTS service as outlined in paras 2.4 (stages 3-5) and 2.5 above, however it is currently considering an alternative to the Sentinel process for recording PTS competence. A departmental decision of whether to move away from the Sentinel process is currently under consideration and therefore this tender is seeking two options for the delivery of PTS (1: following Sentinel (“Sentinel service”); and 2: following an alternative process (“non-Sentinel service”)).
  3. The resultant contract shall be for a period 3 years. It is anticipated that any resultant contract will initially follow the PTS Sentinel service and may then move to the alternative, if that is the decision reached by ORR. ORR shall provide the successful supplier with sufficient notice of this change so that the resultant changes can be put in place in a timely manner. If the decision is to remain with the Sentinel service then this shall also be communicated to the supplier.

### Service Deliverables and Contract Management

**Service Deliverables**

* 1. The ORR requires a PTS training service as described in para 2.4 and 2.5 to be delivered within 50 miles of each of its office locations which are as follows:
     1. Glasgow
     2. York
     3. Manchester
     4. Birmingham
     5. Bristol
     6. London
  2. The ORR has approximately 91 members of staff who hold PTS competency which was delivered in the following locations last year:

| Location | Number |
| --- | --- |
| Birmingham | 9 |
| Bridgeway Consulting (in-house) | 1 |
| Bristol | 8 |
| Cardiff | 1 |
| City & Guilds London | 1 |
| Clapham Junction | 31 |
| Coatbridge Glasgow | 12 |
| Crayford, Kent | 4 |
| Derby | 4 |
| Doncaster | 15 |
| Enfield | 8 |
| Warrington | 13 |

* 1. Our demand is anywhere in between 3 – 12 courses per month.
  2. For the Sentinel service the supplier shall upload all the necessary documentation as required by that process. For the non-Sentinel service, the supplier will be required to supply ORR with all the necessary documentation/audit process in an agreed electronic format for those who have undertaken the training.

**Requests for PTS Training**

* 1. The ORR shall appoint a nominated representative(s) who will provide the supplier with 4 weeks written notice of training requests, including required location, and availability of trainee to undertake the training, which shall consist of a series of available dates. The supplier is required to meet all requests or seek an agreed alternative date and shall confirm in writing within 5 working days of each request their ability to meet the training. On very rare occasions ORR may be required to undertake short notice training requirements, and the supplier shall use reasonable endeavours to meet such requests.
  2. ORR does not require a closed cohort for the delivery of its PTS.

**Course Cancellations**

* 1. If there is a need to cancel any agreed training, then ORR shall advise the supplier as soon as possible (no later than 48 hours prior to the event). The supplier is required to re-scheduling the training at no extra cost to ORR.

**Re-takes**

* 1. Any re-takes required by ORR staff shall be considered a new training request and re-booked in accordance with the process as set above.

**Volume**

* 1. As mentioned in para 2.11 we estimated anywhere between 3-12 courses per month, however there is no guarantee that these estimated volumes shall be required. Furthermore, ORR retains the right to cease the service at any time or to seek alternative supplier(s) where ORR believes the supplier is not delivering a satisfactory level of service. If service satisfaction is in question, ORR shall provide the supplier with the necessary details and provide the opportunity for the supplier to improve services before seeking any alternative arrangements.

**LOTS**

* 1. Given the geographical spread of ORR’s requirement we have decided to split the requirement into LOTs. LOT1 shall be London and Bristol, LOT2 shall be Birmingham, Manchester and York, and LOT 3 shall be Glasgow. Bidders are permitted to bid against a single LOT, two LOTs or all three LOTs. Bids shall be assessed against the award criteria as described in section 3 below.

**Charges**

* 1. We require a single charge per course (2 day PTS and 1 day refresher) to be paid upon completion of each course.

**Terms and Conditions**

* 1. The ORR is willing to contract under suppliers own T&Cs which need to reflect the requirements as set out within this ITT.

#### GDPR

* 1. The PTS service requires the supplier to process personal data, which is subject to the General Data Protection Regulations. Suppliers shall be expected to demonstrate their company structures for compliance for handling personal data and compliance with GDPR. Appended to this ITT is the detail of the personal and instructions on how to manage it.

#### Contract Management Requirements

* 1. ORR nominated representative shall periodically engage with the supplier to ensure that training requests are being met and that there are no service delivery issues. Where issues do occur, the ORR and supplier representatives shall meet to discuss issue with the aim of resolving it.

### Project Timescales

* 1. The PTS service(s) will commence in January 2024.
  2. See section 4 below for tendering timelines.

### Further project related information for bidders

#### Transparency requirements

* 1. Please note ORR is required to ensure that any new procurement opportunity above £10,000 (excluding VAT) is published on Contracts Finder, unless the ORR is satisfied it is lawful not to. Once a contract has been awarded as a result of a procurement process, ORR is required to publish details of who won the contract, the contract value and indicate whether the winning supplier is a SME or voluntary sector organisation.

#### Data Protection

* 1. The provision of PTS requires the supplier to process personal data. The supplier terms and conditions will need to reflect this and show the ORR as the Data Controller within the meaning of GDPR and the supplier as the Data Processor within the meaning of GDPR

#### Sub-Contractors

* 1. Suppliers may use sub-contractors subject to the following:
     + - * That the supplier assumes unconditional responsibility for the overall work and its quality;
         * That individual sub-contractors are clearly identified, with fee rates and grades made explicit to the same level of detail as for the members of the lead consulting team.
  2. Internal relationships between the supplier and its sub-contractors shall be the entire responsibility of the supplier. Failure to meet deadlines or to deliver training by a subcontractor will be attributed by ORR entirely to the supplier.

#### Conflict of Interest

* 1. At the date of submitting the tender and prior to entering into any contract, the tenderer warrants that no conflict of interest exists or is likely to arise in the performance of its obligations under this contract; or
  2. Where any potential, actual or perceived conflicts of interest in respect of this contract exist, tenderers need to outline what mitigation/safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services.
  3. The ORR will review the mitigation/safeguards in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore, if tenderers cannot or are unwilling to suitably demonstrate that they have suitable safeguards to mitigate any risk then their tender will be deemed non-compliant and may be rejected.

## Tender Response and Evaluation Criteria

### The Tender Response

* 1. The proposals for this service should include an outline of how the bidder will meet the requirement outlined in section (2) “Statement of Requirement”. The following information should be included:

**TECHNICAL ENVELOPE**

* 1. **Proposed delivery methodology**

Provide an explanation of the proposed approach and any methodologies the bidder will work to;

Details of your assumptions and/or constraints/dependencies made in relation to the service;

A project plan to show how outputs and deliverables will be produced within the required timescales, detailing the resources that will be allocated;

A description of your technical and organisational structures in place for the protection of personal data and compliance with GDPR.

An understanding of the risks, and explain how they would be mitigated to ensure delivery;

Provide details of any security accreditation for your systems (e.g. ISO27000, Cyber Essentials) etc.

Describe any support you will require from ORR;

Details of any differences to the delivery as a result of changing to the “non-Sentinel service”.

* 1. **Proposed delivery team/experience**

Key personnel including details of how their key skills, experience and qualifications align to the delivery of the service; and

Confirmation that you have carried out the necessary employment checks (e.g. right to work in the UK).

**COMMERCIAL ENVELOPE**

* 1. **Supplier Terms & Conditions**

A copy of the proposed supplier T&Cs reflecting the requirements of this tender.

* 1. **Pricing**

A fixed fee (inclusive of all expenses) per course for each contract year;

Sentinel Service:

|  | LOT No. | ORR Office Location | Contract Yr.1 | Contract Yr.2 | Contract Yr.3 |
| --- | --- | --- | --- | --- | --- |
| **2 day PTS course** |  |  |  |  |  |
| **1 day PTS Refresher course** |  |  |  |  |  |

Non-Sentinel Service:

|  | LOT No. | ORR Office Location | Contract Yr.1 | Contract Yr.2 | Contract Yr.3 |
| --- | --- | --- | --- | --- | --- |
| **2 day PTS course** |  |  |  |  |  |
| **1 day PTS Refresher course** |  |  |  |  |  |

* 1. **Conflicts of Interest**

Confirm whether you have any potential, actual or perceived conflicts of interest that may by relevant to this requirement and outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services.

### Evaluation Criteria

* 1. Tenders will be assessed for compliance with procurement and contractual requirements which will include:
     + - * Completeness of the tender information
         * Completed Declaration Form of Tender and Disclaimer
         * Tender submitted in accordance with the conditions and instructions for tendering
         * Tender submitted by the closing date and time
         * Compliance with contractual arrangements.
  2. Tenders that are not compliant may be disqualified from the process. We reserve the right to clarify any issues regarding a Bidder’s compliance. It will be at ORR's sole discretion whether to include the relevant Bidder’s response in the next stage of the process.
  3. The contract will be awarded to the Bidder(s) submitting the **‘most economically advantageous tender’** in each LOT. Tenders will be evaluated according to weighted criteria as follows:

Delivery Methodology 20%

Experience 20%

Supplier Terms and Conditions 20%

Price 40%

#### Marking scheme

* 1. Delivery Methodology, Experience and Supplier Terms and Conditions shall be scored using the following:

|  |  |  |
| --- | --- | --- |
| **Table of Evaluation Methodology and Marking Scheme for Quality Criteria** | | |
| **Score** | **Category** | **Definition (Explanation)** |
| 0 | Unacceptable | Unanswered or totally inadequate response to the requirement. Complete failure to understand/reflect the core issues. Fails to demonstrate an ability to meet the requirement. |
| 1 | Poor | Minimal or poor response to meeting the requirement, with little or no relevance. Limited understanding misses some aspects.  The response addresses few elements of the requirement and contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| 2 | Fair | Response is mostly relevant, but elements of the response are poor. The response addresses most elements of the requirement but contains limited detail or explanation to demonstrate how some of the requirement will be fulfilled. |
| 3 | Acceptable | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but lacks details on how the requirement will be fulfilled in certain areas. |
| 4 | Good | Response is relevant and good. The response is sufficiently comprehensive to assure and demonstrate a good understanding, also providing much detail on how the requirements will be fulfilled. |
| 5 | Excellent | Excellent response fully addressing the requirement and providing significant additional evidence of how the criterion has been met and how value would be added  The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |

* 1. The Price evaluation shall be undertaken against each LOT as follows:
     1. The price for each course shall be added together to create a total fixed fee and then the following process shall apply:
        1. The lowest total fixed fee will be awarded the maximum price score of 100.
        2. All other bidders will get a price score relative to the lowest total fee tendered.
        3. The calculation we will use to calculate your score is as follows:

Price Score = Lowest Total Fee x 100

Bidder’s Total Fee

* + 1. Your score will then be multiplied by the weighting we have applied to this aspect of the price evaluation to provide a weighted score for the fee.

#### Most Economically Advantageous Tender (MEAT)

* 1. For each LOT the MEAT shall be calculated by adding each of the scores for Delivery Methodology, Experience, Supplier T&Cs and Price together for a final score. The highest final score shall be determined to be MEAT.

## Procurement Procedures

### Tendering Timetable

* 1. The timescales for the procurement process are as follows:

| Element | Timescale |
| --- | --- |
| Invitation to tender issued | 02 November 2023 |
| Deadline for the submission of clarification questions | 22 November 2023 (12:00pm) |
| Deadline for submission of proposals | 29 November 2023 (12:00pm) |
| Award contract | 13 December 2023 |
| PTS Service Commences | 02 January 2024 |

### Tendering Instructions and Guidance

#### Amendments to ITT document

* 1. Any advice of a modification to the Invitation to Tender will be issued as soon as possible before the Tender submission date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, ORR shall revise the Tender Date in order to comply with this requirement.

#### Clarifications & Queries

* 1. Please note that, for audit purposes, any query in connection with the tender should be submitted via the ORR eTendering portal. The response, as well as the nature of the query, will be notified to all suppliers without disclosing the name of the Supplier who initiated the query.

#### Submission Process

* 1. Tenders must be uploaded to the ORR eTendering portal no later than the submission date and time shown above. Tenders uploaded after the closing date and time may not be accepted. Bidders have the facility to upload later versions of tenders until the closing date/time.
  2. Please submit the Form of Tender and Disclaimer certificate along with your proposal. If you are already registered on our eTendering portal but have forgotten your login details, please contact the portal administrator.
  3. An evaluation team will evaluate all tenders correctly submitted against the stated evaluation criteria.
  4. By issuing this Invitation to Tender ORR does not undertake to accept the lowest tender, or part or all of any tender. No part of the tender submitted will be returned to the supplier

#### Cost & Pricing Information

* 1. Tender costs remain the responsibility of those tendering. This includes any costs or expenses incurred by the supplier in connection with the preparation or delivery or in the evaluation of the tender. All details of the tender, including prices and rates, are to remain valid for acceptance for a period of 90 days from the tender closing date.
  2. Tender prices must be in Sterling.
  3. Once the contract has been awarded, any additional costs incurred which are not reflected in the tender submission will not be accepted for payment.

#### References

* 1. References provided as part of the tender may be approached during the tender stage

#### Accessibility Guidelines

* 1. As a public body we are legally required to comply with accessibility guidelines. Please ensure any commissioned report is in a format that meets web accessibility regulations: [Guidelines for writing accessible reports for ORR - Guidance for external suppliers | Office of Rail and Road.](https://www.orr.gov.uk/media/23638)

#### Contractual Information

* 1. Following the evaluation of submitted tenders, in accordance with the evaluation criteria stated in this document, a contractor may be selected to perform the services and subsequently issued with an order.
  2. Any contract awarded, as a result of this procurement will be placed with a prime contractor who will take full contractual responsibility for the performance of all obligations under the contract. Any sub-contractors you intend to use to fulfil any aspect of the services must be identified in the tender along with details of their relationship, responsibilities and proposed management arrangements.
  3. The proposal should be submitted in the form of an unconditional offer that is capable of being accepted by the ORR without the need for further negotiation.

#### ORR’s Transparency Obligations and the Freedom of Information Act 2000 (the Act)

* 1. The ORR is a central Government department and as such complies with the Government’s transparency agenda. As a result, there is a presumption that contract documentation will be made available to the public via electronic means. The ORR will work with the chosen supplier to establish if any information within the contract should be withheld and the reasons for withholding it from publication.
  2. Typically the following information will be published:
     + - * contract price and any incentivisation mechanisms
         * performance metrics and management of them
         * plans for management of underperformance and its financial impact
         * governance arrangements including through supply chains where significant contract value rests with subcontractors
         * resource plans
         * service improvement plans
  3. Where appropriate to do so information will be updated as required during the life of the contract so it remains current;
  4. In addition, as a public authority, ORR is subject to the provisions of the Freedom of Information Act 2000. All information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. ORR may also decide to include certain information in the publication scheme which it maintains under the Act. If a bidder considers that any of the information included in its proposal is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received and the time period applicable to that sensitivity. Bidders should be aware that even where they have indicated that information is commercially sensitive ORR may be required to disclose it under the Act if a request is received. Bidders should also note that the receipt of any material marked “confidential” or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received ORR may also be required to disclose details of unsuccessful bids
  5. Please use the following matrix: to list such information:

| Para. No. | Description | Applicable exemption under FOIA 2000 |
| --- | --- | --- |
|  |  |  |
|  |  |  |
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