# Invitation to Tender (ITT) and Statement of Requirement

# Rail Network Investment Framework - Review of the Industry Risk Fund and Network Rail Fee Fund

11 July 2025

* + - * + **CPV Code: 73000000**
        + **Tender Reference: ORR/CT/25-33**

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Purpose of the document

The purpose of this document is to invite proposals for **Review of the Industry Risk Fund and Network Rail Fee Fund** 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

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).

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

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.

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.

For further information on ORR please visit our website: [www.orr.gov.uk](https://www.orr.gov.uk/).

## Statement of Requirement

### 2.1 Background of the project

In March 2025, HM Treasury asked us to conduct a deep dive into the Rail Network Investment Framework (RNIF) with the rail supply chain to encourage direct private investment into railway infrastructure. This was part of the Chancellor’s new approach to ensure regulators and regulation support economic growth. We have now completed phase one of our review which builds on our existing role in supporting third-party and private investment in the rail network.

Following the completion of phase one of review, we are now launching phase two. As part of this, we have agreed to carry out a technical update of our Rail Network Investment Framework. The RNIF is our core guidance document for enabling third-party and private investment in infrastructure owned or managed by Network Rail. It sets out the relevant processes, roles, regulatory approvals, and standard contractual mechanisms available to support fair and efficient delivery.

A key finding from phase one that review was that while there is clear appetite to invest in the rail sector, certain commercial and financial mechanisms — including the Industry Risk Fee Fund and the Network Rail Risk Fund — may be perceived as potential barriers to investment.

Our phase 2 project includes a targeted technical review of those funds to assess whether:

* The current charging structures remain appropriate and proportionate;
* The mechanisms still serve their intended purpose; and
* They may be inadvertently discouraging private investment into rail infrastructure.

This work sits alongside wider ORR initiatives on improving the regulatory environment for third-party investment, and contributes to our broader objective of supporting a more open, transparent and investor-ready rail sector.

Further information on the Rail Network Investment Framework is available at: <https://www.orr.gov.uk/rail/investing-in-the-rail-network>

Further information on the Network Rail fee funds can be found here: <https://www.networkrail.co.uk/industry-and-commercial/third-party-investors/network-rail-is-open-for-business/streamlining-asset-protection-and-optimisation/>

### 2.2 Project Objectives and Scope

The objective of this project is to conduct a focused, independent review of the Industry Risk Fee Fund and the Network Rail Risk Fund, both of which form part of the framework for third-party and private investment in Network Rail infrastructure.

These funds are intended to ensure appropriate cost recovery and risk mitigation for Network Rail when working with third parties. However, feedback from stakeholders during ORR’s recent deep dive review of the Rail Network Investment Framework (RNIF) suggests that the current mechanisms may be acting as unintended barriers to investment.

This project will assess whether the funds remain fit for purpose and aligned with the goal of enabling efficient, fair and proportionate private investment in the rail network.

**Key Tasks**

* Review the function, purpose and development of the Industry Risk Fee Fund and the Network Rail Risk Fund;
* Assess whether the current fee levels and charging structures remain appropriate, transparent and proportionate;
* Consider whether the mechanisms are deterring third-party or private investment, and if so, why;
* Evaluate the appropriateness of the existing cost/value thresholds in the Investment Framework (e.g. the £50m threshold for use of template contracts vs bespoke agreements) and how these relate to the application of the risk funds;
* Benchmark these approaches against comparable mechanisms in other regulated infrastructure sectors (if appropriate);
* Identify options for reform, including maintaining, adapting, or replacing the current approach;
* Engage with ORR and Network Rail to gather relevant background, commercial rationale and data; and
* Provide a written report with recommendations, supported by evidence and analysis

**Included in Scope**

* Review of both the Industry Risk Fee Fund and Network Rail Risk Fund as defined in the Investment Framework;
* Assessment of whether the current charges applied under each fund remain appropriate and proportionate;
* Review of the £50m cost threshold and its interaction with the use of standard contracts and risk fund application;
* Consultation with ORR’s Capital Investments team and Network Rail’s Third Party Investment function;
* Review of historic application of the funds (subject to availability of data); and
* Development of recommendations for future treatment of these funds within ORR’s Investment Framework.

**Excluded from Scope**

* A review of other contractual template agreements (e.g. APAs, DSAs, BAPAs), which will be considered separately;
* Any review of fee structures relating to operator or franchise access;
* Any regulatory or financial advice beyond the purpose of this engagement.

**Expected Output**A concise written report summarising:

* Findings and insights;
* Risks and challenges;
* Clear, practical recommendations (with rationale); and
* Any suggestedchanges to the structure, terminology or application of the funds.

**Constraints**

* The supplier must be available for short progress check-ins during the project (virtually via MS Teams);
* Any use of ORR or Network Rail data must comply with applicable information security and confidentiality requirements;
* The supplier may be asked to present findings to ORR stakeholders.

**Security and Data Requirements**

* Network Rail will be responsible for providing the majority of the data required for this review. ORR will facilitate introductions and access to relevant contacts at Network Rail as needed.
* All data and information shared with the supplier must be treated as confidential and not shared externally without ORR’s prior written approval.

### 2.3 Project Outputs, Deliverables and Contract Management

#### Outputs and Deliverables

* **Project plan**

The supplier must submit a clear project plan as part of their proposal, setting out key tasks, milestones and timelines. If awarded the contract, the plan should be maintained and updated throughout the duration of the project.

* **Interim presentation of emerging findings**

A short presentation to ORR summarising early findings, potential conclusions, and any areas where further evidence or discussion is needed. This will ensure ORR has an opportunity to shape the direction of the final output.

* **Draft report for comment**

A written draft report setting out the supplier’s findings, conclusions and evidence-based recommendations. This should be submitted in a clear and accessible format for internal review and feedback.

* **Final report**

The report should include a short executive summary and clearly structured recommendations, supported by analysis and rationale.

* **Presentation of findings**

A short presentation of the final findings and recommendations to ORR stakeholders (to be delivered virtually or in person, subject to agreement).

Any analysis carried out by the Supplier in support of the contract deliverables must be supported by analytical assurance. This must be documented and an analytical assurance statement submitted to summarise the assurance that has been carried out together with the risk of error, scope for challenge and any uncertainties associated with the analysis.

#### Contract Management Requirements

This contract will be managed by ORR’s Capital Investments team, with oversight from the Project Sponsor. The successful supplier will be required to nominate a single point of contact for day-to-day coordination and delivery.

Contract management will be proportionate to the scope and duration of the project, and structured as follows:

* Kick-off meeting at project inception (remote), to confirm scope, roles, timelines, and deliverables;
* Fortnightly progress meetings (remote), attended by ORR and Network Rail representatives — to monitor delivery, track risks, and address any issues collaboratively;
* Weekly written updates via email — a short summary of progress, planned activity, and any emerging issues or dependencies (brief and high-level) Interim presentation of emerging findings (as per Deliverables);

Roles and responsibilities will be clearly agreed during project initiation to ensure expectations are aligned. Management information and reporting will be kept light-touch and proportionate — no formal timesheet reporting or financial tracking beyond the agreed contract value will be required.

### 2.4 Project Timescales

* Inception meeting: 01 August 2025
* Weekly progress updates: from 08 August 2025 onwards (via email)
* Fortnightly progress meetings (with ORR and Network Rail): starting w/c 12 August 2025
* Presentation of interim findings: w/c 02 September 2025 (or as agreed)
* Draft report submitted: by 20 September 2025
* ORR feedback on draft report: by 04 October 2025
* Final report submitted: by 25 October 2025
* Presentation of final findings to ORR: by 31 October 2025

### 2.5 Budget and Payment Schedule

The maximum budget for this piece of work is £50,000 (inc. of expenses, exc. of VAT).

Payment of the total fee will be on the delivery and acceptance by ORR of all required outputs and/or deliverables.

### 2.6 Further project related information for bidders

#### Intellectual Property Rights

ORR will own the Intellectual Property Rights for all project related documentation and artefacts.

#### Transparency requirements

Please note ORR is required to ensure that any new procurement opportunity above £25,000 (excluding VAT) is published on Central Digital Platform, 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.

#### Confidentiality

All consultants working on the project may be required to sign a confidentiality agreement and abide by the Cabinet Office’s protective marking guidelines, which ORR uses to protectively mark a proportion of its information. In addition, the consultant may be required to sign additional confidentiality agreements as required by external stakeholders.

#### Sub-Contractors

Contractors may use sub-contractors subject to the following:

* + - * + That the Contractor 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.

Internal relationships between the Contractor and its sub-contractors shall be the entire responsibility of the Contractor. Failure to meet deadlines or to deliver work packages by a subcontractor will be attributed by ORR entirely to the Contractor.

#### Conflict of Interest

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

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.

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

### 3.1 The Tender Response

The proposals for this project should include an outline of how bidders will meet the requirement outlined in section (ii) “Statement of Requirement”. The following information should be included:

* 1. **Understanding of customer's requirements**

Demonstrate an understanding of the requirement and overall aims of the project.

* 1. **Approach to customer's requirements**

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

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

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

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

What support bidders will require from ORR;

* 1. **Proposed delivery team**

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

Project roles and responsibilities

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

Some relevant examples of previous work that bidders have carried out (e.g. case studies) or details of at least two relevant reference projects along with contact details of clients

* 1. **Pricing**

A fixed fee for the project inclusive of all expense. This should include a breakdown of the personnel who will be involved with the project, along with associated charge rates and anticipated time inputs that can be reconciled to the fixed fee.

* 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.

### 3.2 Evaluation Criteria

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
        + Submission of Cyber Essentials.

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.

The contract will be awarded to the Bidder(s) submitting the **‘most advantageous tender’**. Tenders will be evaluated according to weighted criteria as follows:

#### Methodology (20%)

The proposal should set out the methodology by which the project requirement will be initiated, delivered and concluded. In particular, it must:

* 1. Explain the methodology and delivery mechanisms to ensure that the requirements of this specification are met in terms of quality;
  2. Explain how your organisation will work in partnership with ORR’s project manager to ensure that the requirement is met
  3. Explain how your organisation will engage with external stakeholders;
  4. Outline how the proposed approach utilises innovative consultation methodologies to develop a diverse and comprehensive evidence-base

#### Delivery (30%)

The proposal should set out how and when the project requirement will be delivered. In particular, it must:

* 1. Explain how this work will be delivered to timescale and how milestones will be met, detailing the resources that will be allocated to each stage;
  2. Demonstrate an understanding of the risks, and project dependencies and explain how they would be mitigated to ensure project delivery;
  3. Explain the resources that will be allocated to delivering the required outcomes/output, and what other resources can be called upon if required.

#### Experience (30%)

The proposal should set out any experience relevant to the project requirement. In particular, it must:

* 1. Provide CVs of the consultants who will be delivering the project;
  2. Highlight the organisation’s relevant experience for this project, submitting examples of similar projects.

#### Cost / Value for money (20%)

A **fixed fee** for delivery of the project requirement (inclusive of all expenses), including a **full price breakdown for each stage of the project** and details of the **day rates** that will apply for the lifetime of this project.

| Name of consultant | Grade | Role | Day rate | Number of days | Total cost (ex VAT) |
| --- | --- | --- | --- | --- | --- |
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Please note that consultancy grades should align with the following definitions:

| Grade | Requirement |
| --- | --- |
| Junior consultant | Demonstrable experience in a wide range of projects in their specialist field. Evidence of client facing experience and support services to wider consultancy projects. |
| Consultant | Notable experience and in-depth knowledge of their specialist field. Evidence of a wide range of consultancy projects and client facing experience. Support work in process and organisational design and leading workshops and events. |
| Senior Consultant | Substantial experience in their specialist field and in a consultancy/training role. Previous experience in project management and working in a wide range of high quality and relevant projects. Familiarity of the issues/problems facing public sector organisations. |
| Principal Consultant | Substantial experience in their specialist field and in a consultancy/training role. Sound knowledge of the public sector and current policy and political issues affecting it. Previous experience in project management on at least three major projects, preferably in the public sector and using the PRINCE2 or equivalent method. |
| Managing Consultant | Substantial experience in their specialist field and in a consultancy role. In depth knowledge of the public sector and of current policy and political issues affecting it. Previous experience in project management on at least 5 major projects, preferably in the public sector and using PRINCE2 or equivalent methods. |
| Director / Partner | Extensive experience in their specialist field, in which they are nationally or internationally renowned as an expert. Extensive experience of leading or directing major, complex and business critical projects; bringing genuine strategic insight. In depth knowledge of the public sector and of current policy and political issues affecting it. |

#### Marking scheme

For the Methodology, Delivery and Experience 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. |

For the Price evaluation the following shall apply:

* + - * + Fixed fee
        + The lowest fixed fee will be awarded the maximum price score of 100.
        + All other bidders will get a price score relative to the lowest fee tendered.
        + The calculation we will use to calculate your score is as follows:

Price Score = Lowest Total Fee x 100

Bidder’s Total Fee

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.

## Procurement Procedures

### Tendering Timetable

The timescales for the procurement process are as follows:

| Element | Timescale |
| --- | --- |
| Invitation to tender issued | 11 July |
| Deadline for the submission of clarification questions | 22 July 12pm |
| Deadline for submission of proposals | 25 July 12pm |
| Award contract | 31 July |
| Project Inception Meeting | 01 August |

### Tendering Instructions and Guidance

#### Amendments to ITT document

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

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

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.

The tender shall consist of two envelopes and bidders must submit the correct documents to the correct envelope as set out below:

* **Technical Envelope**: Quality response (Methodology, Delivery, Experience), Disclaimer and Cyber Essentials or ISO27000 certification (or equivalent)
* **Commercial Envelope:** Price and Form of Tender

If you are already registered on our eTendering portal but have forgotten your login details, please contact the portal administrator.

An evaluation team will evaluate all tenders correctly submitted against the stated evaluation criteria.

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

#### Debrief

The debrief material shall contain comments and scores relevant to your tender. Bidders may seek clarification of the content, however no additional debriefs shall be offered. We shall not disclose comments and scores relevant to other tenders other than the total score of the winning bidder.

#### Cost & Pricing Information

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.

Tender prices must be in Sterling.

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

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

#### Accessibility Guidelines

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

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.

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.

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. Any contract arising from this procurement will be based upon ORR’s standard Terms & Conditions (see Form of Agreement attached). You should state in your proposal that you are willing to accept these Terms & Conditions.

ORR does not expect to negotiate individual terms and expects to contract on the basis of those terms alone. If you do not agree to the Conditions of Contract then your tender may be deselected on that basis alone and not considered further.

**ORR may be prepared to consider non-fundamental changes to the standard terms and conditions in exceptional circumstances. If there are any areas where you feel you are not able to comply with the standard ORR terms and conditions, then details should be submitted as a separate annex to the proposal using the following format:**

| Clause Number | Existing Wording | Proposed Wording | Rational for amendment |
| --- | --- | --- | --- |
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|  |  |  |  |

Any services arising from this ITT will be carried out pursuant to the contract which comprises of:

* + - * + ORR Terms & Conditions;
        + Service Schedules;
        + this Invite to Tender & Statement of Requirement document; and
        + the chosen supplier’s successful tender.

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

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.

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

Where appropriate to do so information will be updated as required during the life of the contract so it remains current;

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

Please use the following matrix: to list such information:

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