



Invitation To Tender (ITT) Information and Instructions to Tenderers

Procurement for:

**Provision to Design and Build a Universal
Transport Container**

Date: 9th May 2025

Service: Provision to Design and Build a Universal Transport Container

Dear Supplier,

RE: Invitation to Tender (ITT)

You are hereby invited to submit a response for the above services in accordance with this ITT.

The closing time for clarification questions is 15:00 on 3rd June 2025.

The time and date for return of Tenders is 15:00 on 6th June 2025.

Please submit tenders via Atamis.

This must be completed by the ITT submission date detailed above. Please ensure that you allow sufficient time to complete and attach all the relevant information requested. Failure to return your Tender in the prescribed manner may lead to it being declared invalid.

Yours faithfully,

Harry Spracklen
Senior Buyer

CONTENTS

| | |
|--|-------------------------------------|
| PART I - INSTRUCTIONS TO TENDERERS | 5 |
| 1. Introduction..... | 5 |
| 2. Background..... | 6 |
| 3. Requirement..... | 6 |
| 4. General Information | 6 |
| 5. Submission Requirements | 7 |
| 6. Conditions of ITT | 8 |
| 7. Enquiries | 9 |
| 8. Terms Applicable to this ITT | 9 |
| 9. Freedom of Information | 12 |
| PART II - INSTRUCTIONS FOR COMPLETION OF THE PARTICIPATION CRITERIA | 14 |
| 1. Selection Submission | Error! Bookmark not defined. |
| 2. Instructions for Completion | 14 |
| 3. Submission of Completed Selection Submissions | Error! Bookmark not defined. |
| 4. Consortia and sub-contracting | Error! Bookmark not defined. |
| 5. Selection Criteria | Error! Bookmark not defined. |
| 6. Scoring – Selection Submission..... | 16 |
| 7. Selection Criteria Pass Requirements | Error! Bookmark not defined. |
| PART III - INSTRUCTIONS FOR COMPLETION OF THE AWARD SUBMISSION..... | 16 |
| 1. Award Submission | 16 |
| 2. Instructions for Completion | 16 |
| 3. Award Criteria | 16 |
| 4. Commercial Evaluation..... | 17 |
| 5. Overall Score | 18 |
| Award Criteria | 19 |
| <u>ITT Appendix 2 – Specification</u> | Error! Bookmark not defined. |

DISCLAIMER

Nuclear Transport Solutions is a trading name of International Nuclear Services Limited hereinafter referred to as NTS.

This ITT does not constitute an offer or an invitation to enter into a contract, nor grant its recipients exclusivity. Only the express provisions of any contract in relation to the services, if and when it is executed, shall have any legal effect.

Nothing in this ITT is, or should be relied upon as, a promise or representative as to NTS's ultimate decision, in relation to the services, which will depend on the outcome of the ITT process.

NTS reserves the right to reject any or all ITTs for the services, not to accept the lowest or any Tender and/or withdraw from the ITT process at any time for any reason without prior notice to Tenderers and under no circumstances shall NTS or any of its representatives or advisers incur any liability (including, without limitation, any liability in respect of any costs or expenses of any Tenderers) in respect thereof.

By accepting this ITT you agree to be bound by the above conditions and limitations.

PART I - INSTRUCTIONS TO TENDERERS

1. Introduction

- 1.1 This ITT invites Tenderers to submit a Tender to NTS for Provision to Design and Build a Universal Transport Container
- 1.2 This ITT describes the process which the Contracting Authority will follow and the methodology it will use to evaluate all Tenders received.
- 1.3 The following definitions apply to this ITT:
 - 1.3.1 **Award Submission** – means a Tenderer's submission in response to the requirements of Part III of this ITT;
 - 1.3.2 **Contracting Authority** – means International Nuclear Services (INS), (trading as Nuclear Transport Solutions) and is referred to as NTS throughout this ITT;
 - 1.3.3 **Contract** – the written document that constitutes an agreement of the proposed terms and conditions between both parties
 - 1.3.4 **Key Subcontractor** – a subcontractor that is delivering at least 25% of the scope.
 - 1.3.5 **ITT** - this Invitation to Tender including the Selection Questionnaire and Award Submission;
 - 1.3.6 **the Procurement** - this process for the acquisition of the services which are the subject of this ITT;
 - 1.3.7 **Selection Questionnaire** - a Tenderer's submission in response to the requirements of Part II of this ITT (and any reference to "SQ" shall be read as "Selection Questionnaire");
 - 1.3.8 **Tender** – collectively a Tenderer's Selection Questionnaire and Award Submission;
 - 1.3.9 **Tenderer** – a person, firm or company that has submitted a Tender.

1.2 General Introduction

| | |
|-------------------------------|---|
| Contract Title: | Provision to Design and Build a Universal Transport Container |
| Contracting Authority: | International Nuclear Services |
| Basis of Award: | Most Advantageous Tender |

2. Background

- 2.1 Nuclear Transport Solutions (NTS) is trading name of International Nuclear Services Limited (INS).
- 2.2 Nuclear Transport Solutions is part of the UK's Nuclear Decommissioning Authority (NDA), a public body responsible for ensuring the safe and efficient clean-up of the UK's nuclear legacy. We use our world-leading expertise to deliver commercial activities for a range of customers in the UK and overseas.
- 2.3 Further information may be obtained from our website located at www.nucleartransportsolutions.com.

3. Requirement

- 3.1 NTS has a requirement for the Provision to Design and Build a Universal Transport Container
- 3.2 Full details of the requirement can be found at Appendix 2 - The Specification.
- 3.3 All submissions must be firm and valid for a period of 6 months from date of tender closure.

4. General Information**Process**

- 4.1 The Procurement will be conducted in accordance with the Procurement Act 2023.

Selection

- 4.2 Each Tender will be evaluated in accordance with the detail provided in parts II and III of this document.

Award

- 4.3 The Tenders of all the Tenderers who meet the minimum requirements and standards will then be assessed against the award criteria set out in this ITT and the award of the Contract will be made on the basis of the Tender, which is the most economically advantageous, subject to Contracting Authority's right to reject abnormally low tenders.

Timetable

- 4.4 The time and date for return of Tenders is 15:00 on 6th June 2025.
- 4.5 The Contracting Authority may in its absolute discretion extend the closing date and time specified above for submission of the Tender.
- 4.6 The Contracting Authority reserves the right not to consider any Tender which is received later than the time stated above or after such extension has expired, if granted.

Clarification Meetings

- 4.1 The Contracting Authority reserves the right to clarify any Tender submission or request a clarification meeting if required.
- 4.2 NTS reserves the right, at its absolute discretion, to exclude Tenderers or amend the evaluated scores to reflect the outcome of the clarification meetings.

5. Submission Requirements

- 5.1 Please return a completed version of this ITT along with all required documentation by the ITT Submission Date via Atamis.
- 5.2 Tenderers are required to answer all the questions set out in the ITT.
- 5.3 The Tenderer must ensure that responses comply with the following instructions:
- 5.3.1 Written in English
 - 5.3.2 Use text or other pictorial response as appropriate (e.g. flow-charts, diagrams, pictures);
 - 5.3.3 Comply with the response requirements for each question;
 - 5.3.4 Be free of general promotional materials.

- 5.4 If a Tenderer is named preferred bidder following completion of the tender evaluation process, then prior to entering a contract, NTS will request the supplier to complete a statement of good standing.
- 5.5 It will be at the discretion of NTS to decide if a supplier meets the specification requirements and any unsatisfactory responses will be rejected.
- 5.6 NTS reserve the right to reject any ITT responses which are not submitted in accordance with these instructions and requirements of this ITT.
- 5.7 Tenders must be open for acceptance for 180 days from the tender closing date.

6. Conditions of ITT

- 6.1 The Tenderer shall not make contact, in relation to this ITT, with any other employee, agent or consultant of NTS who are in any way connected with this Procurement at any time, unless instructed otherwise by NTS.
- 6.2 In the event of a consortium, joint venture, alliance, special purpose vehicle or similar grouping of contractors submitting an acceptable offer, it will be necessary to provide an undertaking that each company or firm will be jointly and severally liable for the due performance of the Contract.
- 6.3 NTS may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and NTS may make any of the documents available for private inspection by its officers, employees, agents or advisers.
- 6.4 NTS reserves the right to disqualify from the Procurement (and in relation to the successful Tenderer, the right not to award the contract to) any Tenderers whose circumstances change to the extent that the Tenderer cease to meet the selection criteria in the Selection Questionnaire, or who subsequently makes changes to any aspect of a tender which NTS considers is not permitted in accordance with the ITT or the PCR.
- 6.5 NTS will continue to rely on the information provided by Tenderer in their ITT response, including information concerning any consortium members, the structure of any consortium, and any third party relied upon by a Tenderer in order to satisfy the ITT requirements. If, at any time during the Procurement, there are any changes or proposed changes to the membership or structure of a consortium or the relevant third party (as the case may be) as will be set out in the ITT response,

the Tenderer (and in the case of a consortium, the lead organisation) must immediately advise NTS in writing providing full details of the relevant change. Upon receipt of such information, NTS shall be entitled to reevaluate the selection stage and may de-select any Tenderer based on an assessment of the new information and/or change of circumstances if the result of the new information and/or change in circumstances means that the relevant Tenderer would not have passed the Selection Questionnaire stage.

7. Enquiries

- 7.1 Tenderers may clarify issues arising out of this ITT via Atamis
- 7.2 The Contracting Authority may request that Tenderers clarify specific elements of their Tender in writing. Any such clarification received shall then be added to that Tenderer's response for the purposes of the evaluation and, should that Tenderer be successful, the basis of their appointment.

8. Terms Applicable to this ITT

8.1 Right to reject and/or disqualify

The Contracting Authority reserves the right to reject or disqualify a Tenderer and/or any of its Key Subcontractors where:

- 8.1.1 the Tender (or any part thereof) is submitted late, is completed incorrectly, is incomplete or fails to meet the Contracting Authority's submission requirements which have been notified to Tenderers in this ITT;
- 8.1.2 the Tenderer and/or any of its Key Subcontractors is/are unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Procurement;
- 8.1.3 where, following submission of the Tender, there is a material change in identity, control, financial standing or other factors impacting on the selection affecting the Tenderer and/or its Key Subcontractors;
- 8.1.4 the Tenderer and/or any of its Key Subcontractors is/are guilty of serious misrepresentation in relation to its application and/or the Procurement;

- 8.1.5 any Tenderer or any of its Key Subcontractors directly or indirectly canvasses or offers or agrees to offer any gift or consideration to any member, officer or agent of the Contracting Authority as an inducement to bribe or influence the award of the Contract in relation to the Procurement (or any matter pertinent to it);
- 8.1.6 the Tender is not properly completed, contains other conditions or non-required additions, deletions, significant mistakes, any changes to the scope or any calculating errors; and/or
- 8.1.7 the Tenderer does not accept the terms and conditions of the draft Contract provided.

8.2 Right to cancel, clarify or vary the Procurement

The Contracting Authority reserves the right to:

- 8.2.1 cancel, clarify or vary the Procurement at any stage;
- 8.2.2 not award any Contract;
- 8.2.3 require a Tenderer to clarify its Tender in writing and/or provide additional information (and failure to respond adequately or by the deadline stipulated shall give the Contracting Authority the right to reject a Tender); and/ or
- 8.2.4 amend the terms and conditions of the Procurement.

8.3 Costs and expenses

- 8.3.1 All Tenderers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their Tender and all future stages of the Procurement. Under no circumstances will the Contracting Authority, or any of their advisers, be liable for any costs or expenses borne by the Tenderer or any of its Key Subcontractors or advisers in this Procurement (including as a result of cancellation of the Procurement under Paragraph 8.2.1 above).
- 8.3.2 The Contracting Authority shall have no liability whatsoever to any Tenderer in relation to the outcome of the tendering and, for the avoidance of doubt, the Contracting Authority shall not be liable for any loss of profit or other economic loss incurred by any Tenderer.

8.4 Tenderers to inform themselves fully

- 8.4.1 This document (including all its appendices) has been prepared on behalf of the Contracting Authority for the sole purpose of enabling Tenderers to submit Tenders to the Contracting Authority. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain all information which it deems necessary or desirable for the preparation of its tender. Information may be obtained via the Contracting Authority through the clarification question process or obtained by the Tenderer itself at its own expense. Neither the Contracting Authority nor any of its professional advisors accepts any liability, which might result from any inaccuracy of or omission from any such information.

8.5 Conflicts of interest

- 8.5.1 The Contracting Authority is concerned to avoid actual, potential or perceived conflicts of interest. In particular (but without limitation), Tenderers should note that the Contracting Authority may regard a conflict of interest as arising where:
- 8.5.1.1 a Tenderer and/or a member or members of its supply chain have been involved in advising the Contracting Authority on matters relating to the Procurement or in the preparation of documents or information relating to the Procurement; and
 - 8.5.1.2 a staff member from a Tenderer and/or member of its supply chain is related to an employee of the Contracting Authority.
- 8.5.2 The Contracting Authority may put in place measures to address actual or potential conflicts of interest, as necessary.
- 8.5.3 Tenderers should note that, in accordance with Regulation 57(8) (e) of the PCR, the Contracting Authority reserves the right to disqualify Tenderers and/or any of its Key Subcontractors where there is an actual or potential conflict of interest which cannot be effectively remedied to the Contracting Authority's satisfaction. In doing so, the Contracting Authority will consider Tenderers' responses to the Grounds for Exclusion questions as stated within the Selection Questionnaire.
- #### **8.6 Security and confidentiality**

- 8.6.1 This ITT is issued on the basis that all matters referred to in it are strictly confidential. No matter relating to this document or its contents or the proposed project shall be disclosed to any person, company or other legal entity without the prior written consent of the Contracting Authority. Tenderers shall not undertake any publicity activity within any section of the media. The information in this ITT may be made available as strictly necessary in relation to compilation of the Tender, including obtaining any related insurance premium quotations and professional advice. The information may not be used for any other purpose.
- 8.6.2 Tenderers should ensure that they take steps to maintain such standards of security as are required by the conditions of Contract in order to prevent unauthorised disclosure of any classified information.
- 8.7 **General**
- 8.7.1 The Contracting Authority may disclose detailed information relating to Tenderers' responses to the ITT (whether contained in a Selection Questionnaire or Award Submission) to the Contracting Authority's members, directors, officers, employees, agents or advisers and they may make Tenderers' written responses available for private inspection by the Contracting Authority's members, directors, officers, employees, agents or advisers.
- 8.7.2 Pricing information provided by the Tenderer will be open to scrutiny by the Contracting Authority at any time during the course of the Procurement and during the course of any subsequent Contract that may arise.

9. Freedom of Information

- 9.1 The Contracting Authority is committed to 'Open Government' and to meeting the NDA's legal responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The NDA may require the Contracting Authority to provide certain information in its publication scheme, which the NDA maintains under the Act.
- 9.2 If a Tenderer considers that any of the information included in its Tender is commercially sensitive, it should identify which it is and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

- 9.3 Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the Contracting Authority might in any event be required to disclose it under the Act if a request is received.
- 9.4 Tenderers should also note that the receipt of any material marked 'Confidential' or its equivalent by the Contracting Authority should not be taken to mean that the Contracting Authority accepts any duty of confidence by virtue of that marking.

PART II - INSTRUCTIONS FOR COMPLETION OF THE PARTICIPATION CRITERIA**10. Conditions of Participation Criteria**

10.1 Responses to the following Conditions of Participation criteria should be given in respect of each and every individual member of the Tenderer where it is a consortium and for all Associated Persons and any Subcontractor. Further detailed information regarding the Conditions of Participation and assessment can be found within Appendix 2:

10.1.1 Part 1 – Supplier Information;

10.2 Responses to the following Condition of Participation criteria should be given in respect of each and every individual member of the Tenderer where it is a consortium and for all Associated Persons and any Key Subcontractor

10.2.1 Part 2 Section 2 – Grounds for Mandatory Exclusion;

10.2.2 Part 2 Section 3 – Grounds for Discretionary Exclusion;

10.2.3 Section 4 – Financial Capacity;

10.2.4 Section 5 – Technical Capacity.

10.3 Where there is an intention to rely upon an Associated Person or appoint a Subcontractor, Tenderers should note and consider that NTS will require any Associated Person and/or Subcontractor to perform the works/services for which their capability and/or experience has been relied upon and/or they have been identified as to perform that part of the Contract. A statement of confirmation will be required from the relevant Associated Person and/or Subcontractor to this effect and evidence of a legally binding arrangement ahead of any contract between the Tenderer and NTS being entered into.

10.4 Tenderers are reminded that any future change in relation to the make-up of consortia and to Associated Person or Subcontractor must be notified immediately to NTS so that it can make a further assessment by applying the Condition of Participation criteria to the new information provided.

11. Conditions of Participation Scoring

- 11.1 Where the assessment of a particular criterion, sub-criterion or question is described as being pass/fail the scoring criteria in Appendix 2 shall detail the pass/fail requirements [and any Tenderer who is considered to 'fail' the requirement will be excluded from the Procurement].

12. Instructions for Completion

- 12.1 Tenderers should follow the instructions outlined below when completing the Selection Submission.
- 12.2 The Selection questions must be answered by the Tenderer and each of the Tenderer's Key Subcontractors.
- 12.3 Tenderers should answer all questions as accurately and concisely as possible. In this regard the response to certain questions in the Selection Submission may be limited. These limits are identified as appropriate in the Selection questions. Tenderers should note that the Contracting Authority will limit any review to the stipulated length of any such answer and the remainder of the response will not be assessed.
- 12.4 Where a question is not relevant to the Tenderer's organisation, this should be indicated, with an explanation.
- 12.5 Responses and supplementary documents must be provided in English.
- 12.6 Some Selection questions require a full narrative response and/or documentation to be uploaded. Other questions permit Tenderers to self-certify, typically via "Yes/No" options.
- 12.7 If a Tenderer is named preferred bidder following completion of the evaluation process, then prior to entering into the Contract the Contracting Authority will request all information that was self-certified as part of the Selection Submission. This information will be checked to ensure that the self-certification responses given as part of the Conditions of Participation can be substantiated. If the Tenderer is not able to provide valid and accurate information to underpin their self-certification responses, then the Contracting Authority reserves the right to withdraw preferred bidder status.
- 12.8 The information supplied will be checked for completeness and compliance before Conditions of Participation are evaluated.

13. Scoring – Conditions of Participation

13.1 See Atamis Conditions of Participation criteria.

PART III - INSTRUCTIONS FOR COMPLETION OF THE AWARD SUBMISSION

1. Award Submission

1.1 Tenderers are invited to complete the Award Submission and to submit it, together with the Selection Submission and any requested supporting information and completed attachments, in accordance with the requirements of this ITT by the submission date for return.

1.2 Tenderers are required to provide full responses to all the Award questions set out in Atamis.

2. Instructions for Completion

2.1 Tenderers should answer all questions as accurately and concisely as possible.

2.2 Responses and supplementary documents must be provided in English.

3. Award Criteria

The Contracting Authority will evaluate those Tenders passing the Selection Questionnaire against the Award Criteria with a view to identifying the Most Advantageous Tender (MAT) for the Contracting Authority's requirements.

3.1 Tenderers must demonstrate their ability to meet the specification detailed at Appendix 2 in their response. NTS will determine, at its absolute discretion, whether the Tenderer's response fully meets these requirements. Any Tender deemed by NTS to not fully meet the requirements will be considered a failing Tender and will be excluded from the Procurement.

3.2 The weighting allocated for the Commercial and Technical elements are detailed in the table below:

| Section | Section Weighting |
|------------|-------------------|
| Technical | 76% |
| Commercial | 24% |

- 3.3 Technical and Commercial elements will be evaluated separately, and each Evaluation Team Member will initially assess the Submissions independently. Following the independent evaluations, moderation meetings will be convened to agree final scores.
- 3.4 Failure to pass all pass/fail questions will result in the tenderer's bid being excluded from this procurement exercise without further evaluation of the tenderer's response.

4. Commercial Evaluation

- 4.1 This contract will operate under a Target Cost model with a capped gainshare/painshare mechanism. Full details and requirements are included in the pricing schedule. Bidders are required to price accordingly and provide cost breakdowns on an open book basis.
- 4.2 Upon completion of the designs, a fixed price will be requested for the manufacture of the UTC and supporting assets.
 - 4.2.1 If the price quoted is an increase of 20%+ against the target cost quoted at tender, NTS reserves the right to review and terminate the agreement.
- 4.3 Pricing will be scored on the basis of the lowest price offer.
- 4.4 The calculation that will be performed in factoring the price scoring of the Tenders is as follows:

$$\text{Commercial Score} = \left[\left(\frac{\text{Lowest PTOTAL value}}{\text{Tenders PTOTAL value}} \right) \times 24\% \right]$$

- 4.5 The lowest P-TOTAL value Tenderer will receive the full allocation of percentage points for the commercial element (i.e. 24%). The remaining Tenderers will be scored on the basis of the formula described in 6.2 above.
- 4.6 A price of more than double the lowest will receive a score of 0, where the price value compared is the summation of all unit rates.
- 4.7 Abnormally low offers will be dealt with in accordance with the Procurement Act 2023. The Contracting Authority will investigate an abnormally low price and provide the supplier with an opportunity to demonstrate that it will be able to perform the contract for the price proposed before

disregarding a tender on that basis. The Contracting Authority reserves the right to reject that offer upon taking into account any explanation of the offer or those parts considered to be abnormally low, together with any evidence provided and verifying the offer or those parts of the offer which are abnormally low with the Tenderer.

5. Overall Score

- 5.1 Following moderation, the final weighted price and final weighted technical score will be used to calculate the Tenderer's total score.

Award Criteria

| Section | Award criteria | Sub-weighting % | Question reference | Question Weighting % |
|---|---------------------------------------|-----------------|--------------------|----------------------|
| Overall Technical Weighting [76] % | | | | |
| (1) | Collaboration & Innovation | 5% | SUPP 01 | 5% |
| (2) | Indicative programme | 10% | SUPP 02 | 10% |
| (3) | HSEQ | 5% | HSEQ 01 | 5% |
| (4) | Design & Performance (Canopy) | 14% | TECH 01 | 14% |
| (5) | Design & Performance (Base) | 14% | TECH 02 | 14% |
| (6) | Experience of building ISO containers | 14% | TECH 03 | 14% |
| (6) | ISO approval process | 14% | TECH 04 | 14% |
| Overall Price Weighting [24] % | | | | |
| (1) | Price | 24% | DESIGN | 12% |
| | | | BUILD | 12% |

Please refer to the marking criteria document for detail on how the award criteria is assessed.

NTS reserve the right to review and approve the design prior to the commencement of manufacturing and terminate the contract without liability.

Appendix 2 – Specification

Please refer to the specifications, scope of work and drawings attached to the documents section of Atamis.

| Item | Quantity | Manufacture | Design | Drawings | Manufacturing/Design Specification |
|--|----------|-------------|--------|--|------------------------------------|
| Universal Transport Container | 1 | X | X | 0 NTS 001304 Mod B | NTS S 23 033 Rev 0 |
| Fieldfare Disposable Liner – Single Chamber Core Configuration | 2 | X | | 0 NTS 001260 Mod C 0 NTS 001261 Mod C | NTS S 23 045 Rev 0 |
| Fieldfare Disposable Liner – Three Chamber Core Configuration | 6 | X | | 0 NTS 001260 Mod C 0 NTS 001261 Mod C | NTS S 23 045 Rev 0 |
| 1648C Transport and Handling Frame | 3 | X | | 0 INS 000776 Mod B | INS ENG S 15 104 Rev 1 |
| 1648C Lid Park and Maintenance Stand | 1 | X | | 0 INS 000772 Mod E 0 INS 000775 Mod E 0 INS 773 Mod B 0 INS 774 Mod B | INS ENG S 15 104 Rev 1 |
| GB/4126/B(M) Identification Plate | 3 | X | | 2 INS 000986 Mod D | N/A |