

Great British Nuclear Procurement for

Owner's Engineer

DRAFT ITT, VOLUME 2 - INSTRUCTIONS AND GUIDANCE TO TENDERERS

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**IMPORTANT NOTICE**

GBN is issuing this Invitation to Tender (ITT) in connection with the Procurement. GBN is making this ITT available only to the Tenderers it has selected to progress to the ITT Stage following the Procurement Specific Questionnaire (PSQ) stage. This ITT has been prepared for the purposes of providing information in connection with the Procurement and to provide information about the ITT Stage. This ITT may be updated, altered or amended by GBN without notice.

**Disclaimer**

* + 1. Any disclaimers or limitations in this ITT (whether appearing under the heading of disclaimer or otherwise) shall apply to and be for the benefit of GBN and any advisers and representatives acting on behalf of GBN and shall continue to apply and to be enforceable by GBN or any of the foregoing.
    2. The information in this ITT has been prepared by GBN in good faith but does not purport either to be accurate, comprehensive, complete or exhaustive or to have been independently verified. This ITT does not purport to contain all the information that a Tenderer may require to submit a Tender.
    3. No reliance may be placed on any prospective dates or events referred to in this ITT. These are provided for illustrative purposes only, and such dates are subject to change and such events may or may not occur as indicated in this ITT. Certain prospective events described or referred to herein are outside GBN's control and may or may not occur.
    4. No representation or warranty is given as to the achievement or reasonableness of, and no reliance should be placed on, any projections, targets, estimates, or forecasts contained in this ITT.
    5. Nothing in this ITT is or should be relied on as a promise or representation as to the future.
    6. No person, other than GBN's procurement department/representative, has been authorised by GBN to give any information or to make any representation on behalf of GBN and, if any information or representation shall have been given or made, any such information or representation shall not be relied upon as having been so authorised.
    7. The information contained in this ITT does not include all the legislation that is applicable in relation to this ITT, this Procurement and/or the Contract. In producing their Tender Submissions, Tenderers shall satisfy themselves as to the requirements of any applicable legislation.
    8. GBN shall not owe any duty of care to any recipient either in relation to the information contained in this ITT or any other information that a potential contractual party is provided with at any time, other than as may arise out of a written agreement between the relevant parties at some future date.
    9. Tenderers must undertake such research, investigations and due diligence as they see fit before entering into any contract and raise queries with GBN as needed.
    10. Tenderers must satisfy themselves as to the nature, extent, volume and character of the requirements of the Contract, their obligations described in this ITT, the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect their Tender Submissions, pricing, projections or financial modelling.
    11. GBN and its advisers, representatives or agents acting on its behalf accept no liability (directly or indirectly) to the extent permitted by law, to any Tenderer arising out of or in connection with this ITT, including without limitation, for any error or misstatement in, or omission from, this ITT or for any negligence or misrepresentation or for disclosure of information originating from a Tenderer.
    12. Neither GBN nor the advisers, representatives or agents acting on its behalf make any express or implied representation or warranty with respect to this ITT and no responsibility or liability (except in the case of fraud) is accepted by any of them with respect to the adequacy, accuracy, reasonableness or completeness of the contents of the information or of any other document or information (written or oral) supplied at any time in connection with this Procurement.
    13. Any summaries or descriptions of documents or contractual arrangements contained in any part of this ITT cannot be and are not intended to be comprehensive, and are not to be relied upon as a substitute, for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them. If there is any inconsistency between a summary of any document contained within this ITT and the document itself, the terms of the document itself are to prevail.
    14. Where this ITT states that GBN "may" take a particular action or GBN "reserves its rights" in relation to a particular action, GBN may or may not take the relevant action in its absolute discretion (to the extent permitted by law) and GBN is under no obligation to do anything.
    15. None of the information in this ITT can constitute a contract or part of a contract, and nothing in this ITT constitutes an invitation or offer to enter into any contract. Only the express terms of any written contract with any selected Preferred Bidder, as and when it is executed, shall have any contractual effect in connection with the matters to which the information relates.
    16. Tenderers shall be responsible for and shall bear all their own costs, charges and expenses relating to any preparation and submission of expressions of interest, any subsequent negotiations, tenders and contractual arrangements (if any) in connection with this Procurement. Save as expressly set out in the Contract, in no circumstances will GBN be liable for any such costs incurred by Tenderers, irrespective of the outcome of the competition, including where the competition is cancelled, altered or postponed.
    17. GBN expressly reserves the right:
        1. to terminate this Procurement at any time;
        2. to negotiate with one or more parties at any time;
        3. without prior discussion with any Tenderer, to modify the rules, evaluation and award timetable, programme and procedures set out in this ITT or any other procedures relating to this Procurement provided that such modifications will be notified to Tenderers;
        4. to amend the proposed scope/nature of this Procurement in any way from that described in this ITT.
    18. In no instance will GBN be required to give any reason for such termination or alteration of the Procurement.
    19. Neither the issue of this ITT nor any related procurement process commits GBN at any time to award the whole or part of the Contract to any party or any person.
    20. GBN's decision as to whether or not a Tender Submission complies with this ITT shall be final.
    21. GBN shall not be bound to accept any Tender.
    22. Although the scope defined provides a good indication of the subject-matter of the Procurement, GBN’s needs and the characteristics required of the supplies, works and services to be procured, GBN reserves the right to add detail and make amendments at a later stage, as part of the Invitation to Negotiate instructions.
    23. Nothing in this ITT shall be construed as legal, financial or tax advice to any Tenderer. The information is not intended to provide the basis of any decision (including any investment decision) and should not be considered as a recommendation made by GBN, or its representatives. Each person to whom the information contained in this ITT is made available must make its own independent assessment of the opportunities described in the information contained in this ITT after making such investigation and taking such professional advice as it deems necessary.
    24. The Contract(s) are being procured in accordance with the Procurement Act 2023 (PA 23). Tenderers must ensure they understand the processes that must be followed to comply with the PA 23.
    25. By accepting this ITT, each relevant person agrees to be bound by the limitations and restrictions set out above.

1. Introduction
   1. General
      1. To deliver its Small Modular Reactor (SMR) programme, GBN intends to establish an independent project delivery company (the 'Client') to be solely responsible for the successful delivery of an SMR Project (and hold all necessary licences and consents to do so). The Client will initially be formed as an integrated project team within GBN until the establishment of a Development Company (DevCO) for each project, the DevCo will then become the Client for its project.
      2. To support the Client with its mission, GBN is seeking to appoint an Owner's Engineer for each of its project to provide essential independent assurance with extensive technical and programmatic subject matter expertise within the DevCo's Line of Defence assurance model at level 2 (LOD2) and specific task deliverables.
      3. This ITT is the formal invitation from GBN to Tenderers to submit Tenders for the provision of Owner's Engineer services to GBN and/or DevCo as part of GBN's SMR programme (the **SMR Programme**).
      4. The purpose of this Volume 2 (Instructions and Guidance to Tenderers) of the ITT is to:
         1. outline the process and conditions for the selection of up to two Tenderers to each enter into a Contract with GBN;
         2. detail the timetable for this Procurement;
         3. invite Tenderers to submit a Tender for the Project;
         4. set out an overview of the Tender requirements and process (as further detailed in Volume 4 (*Tender Response Requirements and Evaluation Model*) of this ITT) to successfully submit a Tender;
         5. set out the intended process for evaluating Tenders and selecting the Preferred Bidder(s); and
         6. set out the process to be followed between the appointment of Preferred Bidder(s) and Contract execution.
      5. Tenderers are now invited to submit Tenders to GBN, which shall be drawn up in accordance with this ITT by the Closing Deadline.
      6. GBN's intention is to award two (2) Contracts. For the avoidance of doubt, GBN reserves the right (in its absolute discretion) to award one or no Contracts. Following announcement of the Preferred Bidders, GBN shall at its sole discretion allocate each Preferred Bidder (if more than one) to a TP Contract. GBN may take into consideration any factors that it considers relevant at the time of allocation in its sole discretion in deciding how to allocate Preferred Bidders to TP Contracts. These factors may include without limitation any conflicts of interest considerations and the particular technology being employed by the TP contractor and the relevant experience of the Preferred Bidder.
   2. Structure of ITT

**Table 1: Structure of ITT**

| Item No. | Item | Description |
| --- | --- | --- |
|  | Volume 1 | Invitation Letter   * Sets out the formal invitation to the Tenderer. * Advises the Tenderer on how to access Volumes 2 to 6 of this ITT. * Sets out key dates and information about accessing the ITT documentation. |
|  | Volume 2 | Instructions & Guidance to Tenderers   * Sets out the tendering timetable. * Provides Tenderers with sufficient information to enable them to submit a compliant tender. * Provides an overview and background of the Project. * Explains the administrative arrangements for the receipt of Tenders. |
|  | Volume 3 | GBN Requirements Document   * Sets out GBN's requirements for the Owner's Engineer and will form the Scope for the purposes of the Contract. |
|  | Volume 4 | Tender Response Requirements and Evaluation Model   * Details GBN's tender stage questions, evaluation criteria and methodology. * Contains the Statement of Non-Collusion, the Conflict of Interest Declaration and Confirmation Statement. * Sets out and defines the Form of Tender and summarises the Tender deliverables. * Explains and defines mandatory and exclusion grounds. |
|  | Volume 5 | Contract   * Contains the proposed form of Contract. |
|  | Volume 6 | Glossary of Terms   * Definitions and explanations for technical and specialised terms that are used within this ITT (and not otherwise defined separately within a given Volume). |

* 1. Structure of this Volume 2

**Table 2: Structure of this Volume 2**

| **Item No.** | **Item** | **Description** |
| --- | --- | --- |
|  | **Part One** | **Introduction**   * Describes the process and stages of the Procurement. * Specifies the indicative programme for the Procurement. * Identifies the anticipated number of awards. * Explains the process from issue of this ITT to Contract execution. * Describes GBN's expectations and rights where the Tenderer's circumstances change between the PSQ phase and the ITT Stage, and during the Procurement. |
|  | **Part Two** | **Background to the Project**   * Describes the policy framework and HMG strategy in respect of the SMR Programme. * Sets out the objectives for the Procurement. |
|  | **Part Three** | **Project Description**   * Describes the proposed contractual framework. * Contains at a high level a summary of the requirements set out in Volume 3 (*GBN Requirements Document*) and the scope of the Contract. |
|  | **Part Four** | **Instructions for Tenderers**   * Describes the administrative processes for Tenderers to submit their Tender, respectively. * Describes how GBN will evaluate Tenders (as supplemented by Volume [4] (*Tender response requirements and evaluation model*) * Specifies the general requirements applicable to each Tender's submission process. |

* 1. Procurement process
     1. The Procurement will be a Competitive Flexible Procedure as defined in section 20 of the PA 2023.
     2. **Procurement stages**

GBN envisages that the Procurement process will comprise [five (5)] stages:

* + - 1. PSQ Stage
      2. Evaluation Period for PSQ responses
      3. ITT Stage;
      4. Evaluation Period for Tenders;
      5. Contract Award Stage
    1. **Further Possible Bidding Rounds**
       1. GBN reserves the right to add stages of negotiation as necessary to ensure that it is able to identify solutions that meet its needs.
       2. GBN may also include further bidding rounds in the form of 'revise and confirm' and/or Best and Final Offer (BAFO) bidding rounds if GBN determines it to be necessary. Details regarding such further bidding rounds will be issued as a Tender Addendum and Tender Submissions for such further bidding rounds must be submitted in accordance with the requirements of this ITT and any such Tender Addendum.
       3. Shortlisted Tenderers should note that Tender Submissions submitted as part of such further bidding rounds, if any, will be evaluated in accordance with the Tender Evaluation Criteria (as applicable), unless GBN determines that the evaluation criteria or evaluation methodology requires amendment in some way, in which case Tenderers will be informed of such amendments at the time the further bidding round commences.
    2. **Indicative programme**

GBN’s indicative timetable for this Procurement is set out below. GBN reserves the right to update this timetable at any time. Tenderers will be notified of any updates.

|  |  |
| --- | --- |
| **Activity** | **Indicative Dates** |
| **ITT Stage** | |
| Invitation to Tenders published | [] 2025 |
| Deadline for Tenderers to submit Material Issues Table | [] 2025 |
| [Post- ITT launch Tenderer briefings] | [] 2025 to [] 2025 |
| Deadline for Tenderers to submit ITT clarification questions ahead of Tender | [] 2025 at [xx.00 p.m. (BST)] |
| Closing Deadline for Tenders | [] 2025 at [xx.00 p.m. (BST)] |
| Tender evaluation | [] 2025 to [] 2025 |
| **Award** | |
| Preferred Bidder notification | [] 2025 |
| Standstill period | [] 2025 to [] 2025 |

* + 1. **ITT Stage**
       1. The ITT Stage commences with the release of this ITT on the date specified in paragraph ‎1.4.4. [Following the release of the ITT, GBN may decide to hold post-ITT launch Tenderer briefings. If GBN elects to hold Tenderer briefings GBN will provide further details to Tenderers via Jaggaer].
       2. During the ITT Stage and before the relevant Closing Deadline, each Tenderer is required to submit their proposals in respect of:
          1. the Technical Envelope;
          2. the Commercial Envelope;
          3. the Social Value Envelope; and
          4. the Qualification Envelope,

(the **Tender**), in accordance with the submission requirements set out in Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2.

* + - 1. Tenderers are advised that in Jaggaer, all Social Value questions form part of the Technical Envelope. However, this is a consequence of the online interface only and the Social Value questions will be separately evaluated in accordance with Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2.
      2. Tenderers must note that the Qualification Envelope is not scored. The Qualification Envelope requires each Tenderer to submit the following documents:
         1. Statement of Non-Collusion (Appendix [] to Volume []);
         2. Form of Tender (Appendix []to Volume []);
         3. Schedule of Confidential Information (Appendix [] to Volume []);
         4. Conflict of Interest Declaration (Appendix [] to Volume []);
         5. Material Issues table (Appendix [] to Volume []);
         6. Confirmation Statement (Appendix [] to Volume []); and
         7. a Contractor Profile (Appendix [] to Volume [] prepared in accordance with paragraph [] of Volume []).

If a Tenderer fails to submit all the forms set out in Appendices [] to [] of Volume [] duly completed and the Contractor Profile set out in Appendix [] of Volume [], GBN reserves the right to reject the Tenderer's Tender.

* + - 1. In producing the Contract, GBN has sought to balance, in a fair and reasonable manner its own interests, the interests of the Consultant and the interests of other stakeholders. GBN therefore considers that the terms of the Contract should be acceptable to the Tenderers, without further amendment and GBN shall be under no obligation to negotiate or accept any proposed amendments by Tenderers. At PSQ stage, Tenderers were provided with the opportunity to submit material issues relating to the form of Contract (Volume 5). Tenderers shall have a short period following launch of this ITT stage to submit a Material Issues Table. Tenderers may complete and submit the Material Issues Table (Appendix [] to Volume []) to capture the Tenderer's proposed amendments to the Contract where the Tenderer considers that those items either may prevent the Tenderer from submitting a Tender for the Contract or if the provision were changed it would enable the Tenderer to improve their Tender, for example reduce pricing. The Tenderer must provide clear justification for each proposed amendment. GBN is not obliged to accept any proposed amendments to the Contract and the Material Issues Table is for information only. The deadline for submitting the Material Issues Table is [ pm][BST][ 2025].
    1. **Minimum Threshold Requirements**
       1. As an initial step in the evaluation of a Tenderer's Tender, GBN will first evaluate the Technical section of the Tender which includes:
          1. T1.1 Owner's Engineer Case Study
          2. T1.2 Nuclear Licensed Site Case Study
          3. T1.3 Light Water Reactor Case Study
          4. T2.1 Scope Delivery
          5. T2.2 Key Personnel
          6. T3.1 Mobilisation
          7. T3.2 Annual Plan
          8. T3.3 Managing Review Points
          9. T3.4 Innovation
          10. T3.5 Behaviours
          11. T3.6 Management;
          12. PLACEHOLDER: Potential Skills and Capabilities Delivery Question

in accordance with the requirements set out in Para 3.6 Volume 4 (*Tender Response Requirements and Evaluation Model*) (**Minimum Threshold Requirements**) and paragraph ‎4 of this Volume 2.

|  |  |  |
| --- | --- | --- |
|  | Volume 4 Reference | |
|  | **Submission Envelope** | **Submission Requirement and Evaluation Criteria** |
| [] | Technical | Refer to Question T1.1 to T3.6, [Para 6]. |

* + - 1. Subject to paragraph ‎1.4.6‎‎(a) above and paragraph ‎6.1 (*Initial completeness check*), if a Tenderer fails to meet GBN's Minimum Threshold Requirements, GBN reserves the right to reject that Tenderer's Tender.
      2. For the avoidance of doubt, all sections of the Tenderer's Tender (other than the Minimum Threshold Requirements) will be scored in accordance with Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2.
    1. **Optional Negotiation Stage and Final Tender Stage**
       1. Following evaluation of the Tenders, GBN also reserves the right, in its absolute discretion, either:
          1. to award the Contract to the Tenderer(s) that submitted the highest scoring compliant Tender evaluated in accordance with the methodology described in this ITT; or
          2. to negotiate with either:

all Tenderers;

some of the Tenderers; or

only those Tenderers which:

have met the minimum threshold scores;

have not been rejected for submitting an abnormally low Tender after GBN has followed the abnormally low tender procedure set out in paragraph [‎6.3] of this Volume 2 (Instructions and Guidance to Tenderers);

have not otherwise been rejected for failing to satisfy the requirements of this ITT.

* + - 1. Following any such negotiations, GBN would require the relevant Tenderers to submit a final tender response.
      2. Any such negotiations will cover such topics as GBN in its absolute discretion determines may be necessary. GBN requires any Tenderer invited to negotiate to do so in good faith and to use its best endeavours to complete this negotiation stage within any reasonable time which GBN may, at its absolute discretion, require.
      3. If an additional stage of the procurement is required GBN will issue appropriate instructions to the relevant Tenderers. This will include:
         1. details and scope of the negotiations;
         2. confirmation of the reasons for the conducting the negotiations;
         3. detailed of any further submissions or information that will be required from Tenderers;
         4. timescales for the completion of any related activities; and
         5. the basis on which the output of the negotiations would be evaluated and/or how they would impact on any scores already achieved by the Tenderers.
    1. **Preferred Bidder Notification and Standstill**
       1. GBN intends to identify two Tenderers as Preferred Bidders. The Preferred Bidders are those Tenderers who ranked in first and second place by the Total Score assessed in accordance with the Evaluation Criteria set out in Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2.
       2. All Tenderers that submitted an assessed tender within the meaning of section 50(5) of the PA 23 will be notified of the appointment of the Preferred Bidders and will receive an assessment summary.
       3. After the assessment summaries have been provided to each Tenderer that submitted an assessed tender, GBN will publish a contract award notice, which will trigger a standstill period of at least 8 working days before any contracts are entered into with the Preferred Bidders.
    2. **Contractualisation of Tender Submission**
       1. Tenderers should note that following the issue of the Preferred Bidder Notification Letters, any placeholders in the Contract will be populated from information in the relevant Preferred Bidder's Tender. Where relevant, explanatory footnotes have been included against each placeholder explaining what information will be included in each placeholder.
       2. Tenderers should also note that the following documentation from the relevant Preferred Bidder's Tender shall be used to compile the Contract:
          1. the [Rates] relating to the [RateCards]submitted as part of the Tenderer's Response to Question [C1 Rate Card];
          2. the [Fee at %] relating to the Fee at Risk] submitted as part of the Tenderer's Response to Question [**C3 Fee at Risk %** ];
       3. Each Preferred Bidder will also need to:
          1. complete and submit the []; and
          2. complete and submit the [].
       4. GBN reserves the right to contractualise any element of the Tenderer's Tender in its absolute discretion.
    3. **Reserve Bidder and Withdrawal of Preferred Bidder status**
       1. GBN reserves the right to designate the Tenderer(s) with the next highest Total Scores as the Reserve Bidder(s).
       2. GBN will appoint the same number of Reserve Bidders, as the number of Contracts awarded. On that basis, GBN currently intends to appoint two Reserve Bidders, on the assumption that two Contracts will be awarded.
       3. GBN reserves the right to withdraw a Tenderer's Preferred Bidder status at any time prior to award of the Contract(s). In these circumstances, provided two Contracts are awarded, the highest ranking Reserve Bidder according to Total Score assessed in accordance with the Evaluation Criteria set out in Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2 will become the Preferred Bidder. If GBN withdraws a further Tenderer's Preferred Bidder status, the next highest ranking Reserve Bidder by Total Score assessed in accordance with the Evaluation Criteria set out in Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2 will become the Preferred Bidder. Further details will be set out in the Preferred Bidder Notification Letter in relation to the circumstances in which a Tenderer's Preferred Bidder status may be withdrawn. However GBN anticipates that a Tenderer's Preferred Bidder status may be withdrawn where:
          1. GBN considers that the Preferred Bidder is unlikely to satisfy the conditions set out in the Preferred Bidder Notification Letter within an acceptable timeframe;
          2. GBN considers there is a conflict of interest which cannot be satisfactorily mitigated or managed.
       4. Where GBN elects to withdraw Preferred Bidder status from a Tenderer, the existing Preferred Bidder will be notified in writing that its status as Preferred Bidder has been revoked and the Reserve Bidder will be provided with a Preferred Bidder Notification Letter. From the time that the Reserve Bidder receives the Preferred Bidder Notification Letter, the Reserve Bidder will be the Preferred Bidder for the relevant Contract for the purposes of this ITT.
    4. **Novation of Contract**
       1. Following the establishment of a DevCo, the Contract will be novated to the DevCo.
  1. Membership and circumstances of Tenderers
     1. If at any stage before or during the Procurement process there is any change to a Tenderer's circumstances that is reasonably likely to influence GBN's decision regarding the suitability of the Tenderer to participate in this Procurement, which includes but is not limited to:
        1. any change that means that:
           1. the information submitted by the Tenderer in response to the PSQ or this ITT is no longer correct (including, for the avoidance of doubt, any material provided in respect of the Minimum Threshold Requirements); or
           2. it is reasonably likely that GBN's decision on the Tenderer's suitability for qualification for receipt of this ITT pursuant to the terms of the PSQ would be impacted;
        2. any change in the ownership of the Tenderer or a Consortium Member (direct or indirect);
        3. any material change in the proposed composition of the Tenderer's legal make-up or corporate structure (whether in the composition of a Consortium, Parent Company, or otherwise); or
        4. any change in the financial standing of the Tenderer, Consortium Member, or Parent Company from that which was submitted as part of the PSQ,

then the Tenderer must immediately inform GBN in writing of such change in circumstances.

* + 1. The membership of a Consortium, and the principal relationships between the members, may be changed only with the prior written consent of GBN.
    2. Where any of the circumstances in paragraph ‎1.5.1 apply to a Tenderer, GBN reserves the right:
       1. to require that Tenderer to submit further information or documentation (including requiring any new Consortium participant to promptly submit a Statement of Non-Collusion) so that GBN can make a revised assessment of the PSQ submission based on the updated information; and
       2. to determine whether or not:
          1. to reject the Tenderer's Tender;
          2. to allow that Tenderer to continue in this Procurement;
          3. to continue with the evaluation of that Tenderer's Tender Submissions; and/or
          4. to enter into the Contract with that Tenderer.
    3. For the purposes of this paragraph ‎1.5 Tenderers will be required to submit a confirmation regarding changes in circumstances as part of the Confirmation Statement in Appendix [] (*Confirmation Statement*) of Volume 4 (*Tender Response Requirements and Evaluation Model*) at the Closing Deadline.
  1. Nature of Counterparty
     1. A Tenderer may participate in this Procurement as part of a Consortium.
     2. If a Tenderer chooses to operate as a Consortium and the intended Consultant under the Contract will be:
        1. an unincorporated joint venture, GBN will require each Consultant to enter into the Contract on a joint and several basis and will amend the Contract to reflect such joint and several liability; or
        2. an incorporated joint venture, GBN will require the Tenderer to commit to incorporating a UK registered company (if not already incorporated as a UK registered company), which will form the Consultant, in the event that the Tenderer is selected as the Preferred Bidder.
        3. The Tenderer must confirm its proposed contracting structure in the Tender Submission pursuant to ?Appendix 5 (Confirmation Statement) of Volume 4 (*Tender Response Requirements and Evaluation Model*).
     3. In any case, Tenderers should note that:
        1. GBN will require performance security to be provided by the Consultant under the Contract in accordance with [Option Clause []] based on the corporate structure of the Tenderer provided in accordance with paragraph [] and Appendix [] of Volume [] (Tender Response Requirements and Evaluation Model); and
        2. GBN reserves the right to amend [Option Clause [] and Option Clause []] of the Contract to reflect the corporate structure of the Preferred Bidder.
  2. GBN's advisers
     1. At the time of issue of this ITT, GBN retains the following advisers in relation to the Project:
     2. **Table 5: GBN's advisers**

|  |  |
| --- | --- |
| **Area** | **Adviser** |
| Technical Assurance: | Arup Group Limited |
| Financial: | Deloitte LLP and Agilia Infrastructure Partners Limited |
| Legal: | Ashurst LLP |
| Insurance: | Marsh Limited |

* 1. Conflicts of Interest
     1. GBN is mindful to avoid Conflicts of Interest and any undue influence or other prejudice to competition or the performance of the Contract (or other GBN contracts) which may arise as a result of such Conflicts of Interest. Accordingly, GBN intends to take appropriate measures to prevent, identify and remedy Conflicts of Interest arising in the conduct of this procurement procedure so as to avoid any distortion of competition and to ensure equal treatment of all Tenderers.
     2. Tenderers shall read and agree to this paragraph ‎‎1.8 and by submitting a Tender shall be deemed to have done so.
     3. In particular, but without limitation, Tenderers must note that GBN is likely to regard a Conflict of Interest arising where:
        1. A Tenderer and/or Associated Person has been or is directly involved in advising GBN on matters relating to the SMR Programme or in the preparation of documents or information relating to the SMR Programme, this procurement and/or the Contract;
        2. A director, company secretary, or staff member from a Tenderer and/or an Associated Person is related to one of the officers or board members of GBN, and/or HM Treasury and/or the Department for Energy Security and Net Zero;
        3. A staff member, consultant, or contractor currently employed or engaged by the Tenderer and/or an Associated Person has been previously engaged by GBN and/or the Department for Energy Security and Net Zero (whether directly or indirectly via its suppliers) in relation to the SMR Programme or in the preparation of documents or information relating to the SMR Programme, this procurement and/or the Contract;
        4. Any of the situations described in paragraphs 1.8.7 or 1.8.8 below have arisen or are likely to arise in future; and/or
        5. Any other circumstances where a person or organisation may be in a position, or be perceived to be in a position, where they could misuse confidential information of GBN in relation to the SMR Programme, this procurement and/or the Contract to give an unfair advantage to a Tenderer in this procurement.
     4. Subject to paragraphs ‎‎1.8.5 to ‎‎1.8.7 below, the above circumstances will not lead to automatic disqualification on the grounds of a Conflict of Interest, although GBN reserves the right to reject a Tenderer or exclude an Associated Person in accordance with paragraph ‎‎1.8.15 below. Accordingly, Tenderers are encouraged to bring any such situation to GBN’s attention at the earliest opportunity, irrespective of whether the Conflict of Interest involved is actual, potential or perceived. Each case will be reviewed individually.

**Specific Conflicts of Interest requirements for this procurement**

* + 1. In addition to the circumstances set out in paragraph ‎1.8.3, GBN has also taken the position set out‎ in paragraphs 1.8.6 and 1.8.7 below to ensure that Conflicts of Interest between contractors working on the SMR programme are minimised.
    2. It is GBN’s view that, because some of the contracts that GBN intends to award as part of the SMR Programme will involve the appointment of a contractor to manage and/or oversee work (or such other role which may create a Conflict of Interest) being carried out by other suppliers (or Subcontractors to the same) appointed by GBN, a Conflict of Interest would arise if a supplier were awarded both contracts.
    3. In particular, GBN has identified two main concerns that GBN expects to be addressed by Tenderers if they have potentially conflicting roles within the SMR Programme:
       1. The OE Consultant must not have responsibility for assuring its own work (or work in which it has an interest); and
       2. No situation should exist where a parent/group company board of directors is considering prioritising incentives over liabilities between contracts on the same project (for example where contractual liabilities for the OE Consultant doing or omitting to do something conflicts with (and is potentially less than) an incentive reward that the OE Consultant or group company may receive on their TP or other main contract).

The concerns outlined above are naturally non-exhaustive, and GBN shall consider in evaluation (at its sole discretion) whether any identified Conflicts of Interest give rise to concerns.

* + 1. Within this context, GBN would consider the following, non-exhaustive, situations to amount to a potential Conflict of Interest:
       1. the OE Consultant also has a contract to deliver scope on the SMR project for which they are OE Consultant (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
       2. the OE Consultant has a parent / related or subsidiary company relationship with any supplier that has a contract to deliver scope on the same SMR project for which they are the OE Consultant (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
       3. the OE Consultant is a member of a consortia or joint venture which has a contract to deliver scope on the SMR project for which they are OE (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
       4. the OE Consultant has a shareholding in a Joint Venture or SPV which has a contract to deliver scope on the SMR project for which they are OE (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers); or
       5. is nominated as a key subcontractor to a supplier or consortium member with a contract to deliver scope on the SMR project for which they are OE (including but not limited to Technology Partner, Delivery Partner, other engineering or construction providers). A key subcontractor means a Subcontractor that is to be appointed under a Key Subcontract. “**Key Subcontracts**" means those Subcontracts which:
          1. are single/sole source contracts; or
          2. have a value exceeding £5,000,000 when considered in the aggregate with all subcontracts entered into or to be entered into between the OE Consultant and the relevant subconsultant in respect of their works.
    2. GBN’s approach to COI for the OE Consultant procurement means that any company appointed as a lead tenderer or consortia member of an OE cannot be a [prime], consortium member or key subcontractor on any other contract for the SMR Project on which they are the OE, unless the Tenderer can satisfy GBN that any Conflict of Interest is adequately managed to meet GBN’s COI intention outlined above. If an OE Consultant intends to appoint any key subcontractor (as defined above) to deliver part of the OE Consultant scope, such key subcontractor must be identified and must also declare any potential COI and proposed mitigation.
    3. GBN acknowledges there is a limited market for the supply of the OE Consultant scope, and suppliers may consider teaming arrangements. On that basis, GBN will be requiring bidders to declare any COI and proposed mitigations in their PSQ response.
    4. GBN will assess proposed measures against its concerns outlined in this paragraph 12 and the criteria for question 28 (Conflicts of Interest) and reserves the right to ask any bidder for further clarification on their proposals during PSQ evaluation and during the ITT stage, which may necessitate requesting additional information which GBN may take into account in evaluation. It is GBN’s intention to allow bidders a reasonable opportunity to satisfy GBN’s concerns arising from initial evaluation of Tenderer's responses to question 28 (Conflicts of Interest). GBN reserves the right to make any award of preferred bidder subject to successful satisfaction of COI mitigations and may request additional information up and to the point of contract signature.
    5. Tenderers are also advised that the ability of an OE Contractor to be awarded further contracts relating to the SMR Programme will be subject to any specific rules established in those future procurements relating to the prevention and/or management of Conflicts of Interest.  GBN cannot confirm what those rules might entail as they will be decided on a case-by-case basis.

**Tenderers' obligations relating to disclosing and monitoring Conflicts of Interest**

* + 1. GBN encourages an open and transparent approach and a “when in doubt, notify” culture throughout GBN and its supply chain, and takes Conflicts of Interest seriously. Each individual or company who is or wishes to be engaged on the SMR Programme, whether as a consultant or contractor to GBN or as part of the GBN supply chain, should be mindful of the obligations owed to GBN regarding Conflicts of Interest.
    2. Tenderers are reminded that:
       1. In response to PSQ Question 28, they were required to identify Conflicts of Interest and provide details of their Bid Team (see PSQ Appendix A);
       2. if a Conflict of Interest was identified in response to PSQ Question 28 (or otherwise comes to GBN’s attention) the Tenderer will be required to demonstrate to GBN’s satisfaction that it is able to manage the risk or potential risk without prejudice to the procurement, the Contract or the SMR Programme.
       3. if a Conflict of Interest is identified in response to ITT question T4 (or otherwise comes to GBN's attention) the Tenderer is required to demonstrate to GBN's satisfaction that it is able to manage the risk or potential risk without prejudice to the procurement, the Contract or the SMR Programme.
    3. Tenderers must continue to ensure on an on-going basis that any person or organisation engaged directly or indirectly in connection with the preparation of their Tender does not have, and could not reasonably be seen to have, any Conflict of Interest in connection with GBN or the SMR Programme. Steps must be taken to identify all such persons or organisations who have knowledge of the SMR Programme (including in particular this procurement and the Contract/s) acquired through previous or concurrent roles. Tenderers are required to notify GBN of all such cases, stating the measures taken, or which they propose to take, to ensure that no unfair advantage will arise. Failure to meet this obligation may result in the rejection of a Tender and/or disqualification of a Tenderer (and/or exclusion of a Party/Guarantor/Subcontractor) from this procurement.
    4. Tenderers should note that GBN reserves the right at its sole discretion to reject a Tender and/or disqualify a Tenderer (and/or exclude a Party/Guarantor/Subcontractor) from this procurement where there is an actual, potential or perceived Conflict of Interest involving the Tenderer (and/or a Party/Parent/Guarantor/Subcontractor). It is for GBN in its sole discretion to determine whether the relevant Conflict of Interest (whether actual, potential or perceived) is manageable taking into account all relevant circumstances and the potential impact on the conduct of this procurement and the SMR Programme more generally.
    5. Tenderers must also monitor whether any such Conflicts of Interest may arise via key subcontractors who are involved in the preparation of their Tender and notify GBN accordingly.
    6. Tenderers should note that the procurement timetables of the various SMR Programme procurements will not necessarily align and therefore Tenderers should be mindful that this paragraph ‎‎1.8 of the ITT may require a successful Tenderer to choose either:
       1. to enter into the Contract and commit to withdraw from another ongoing GBN procurement; or
       2. to withdraw from this procurement in order to enter into another contract concerning the SMR Programme.
       3. Pursuant to section 83 PA23, GBN is required to prepare a conflicts assessment in relation to the Procurement and GBN confirms that this has been prepared in accordance with PA 23.
  1. Non-Compliant Tenders
     1. GBN may in its absolute discretion (subject to the provisions of the PA 23) exclude a Tenderer from the Procurement in the circumstances which are set out in this ITT. These include, but are not limited to, circumstances where the Tenderer:
        1. fails to provide an adequate response to a request by GBN for further information within the time period specified (paragraph ‎5.1.12(e) of this Volume 2);
        2. submits deliberately misleading, false or fraudulent information (paragraph ‎5.1.12(f) of this Volume 2);
        3. fails at any point to meet the Minimum Threshold Requirement (paragraph ‎1.4.6 of this Volume 2; paragraph [] of Volume []);
        4. in respect of a Tender Response Document which is evaluated on a scored basis, is awarded a score of "0" following moderation for any of the criteria set out in paragraphs [] to [] of Volume []);
        5. submits a Tender to which any of [paragraph []] of Volume [] applies;
        6. having been appointed as Preferred Bidder, proposes or submits any amendments to the Contract which are not solely of a minor drafting or clarificatory nature (paragraph [] of Volume []);
        7. subject to paragraph ‎1.4.6(b) of this Volume 2, fails to meet GBN's Minimum Threshold Requirements and if for any reason, having initially met the Minimum Threshold Requirements, subsequently no longer meets the Minimum Threshold Requirements;
        8. communicates with, or canvasses or solicits information from any of GBN's staff or its advisers or any GBN Related Company in relation to this Procurement, or the SMR Programme;
        9. submits an incomplete or late Tender Submission;
        10. submits a variant bid;
        11. does not provide an adequate response in GBN's opinion to a clarification message within the specified time period in the request or any further period agreed with GBN;
        12. submits a Tender which GBN considers to be abnormally low in accordance with the requirements of regulation 19 of the PA 2023;
        13. does not submit a Tender capable of acceptance by GBN without further negotiation or due diligence for the period of twelve (12) months following the Closing Deadline for submission of Tenders or any subsequent Tender; or
        14. has a conflict of interest which in GBN's assessment cannot be satisfactorily mitigated.
  2. Tie-Breaks
     1. In the event that two or more winning Tenderers have the same total score, then GBN will use a tiebreaker to determine a differentiation between the scores.
     2. The application of the tiebreaker will be as follows:
        1. GBN will compare the Tenderers who have the same Total Score on each of the metrics below (in order, as listed), until one of the Tenderers has a superior score in one of the categories listed below:
           1. Step 1: Highest Total Technical Score
           2. Step 2: Highest Total Commercial Score
           3. Step 3: Highest Total Social Value Score
     3. The total score will be calculated to 2 decimal places.

1. Background to the Project
   1. GBN Overview
      1. As set out in the British Energy Security Strategy dated April 2022 (**BESS**), the Powering Up Britain: Energy Security Plan dated March 2023 and the Civil Nuclear: Roadmap to 2050 dated January 2024 (the **Roadmap**), HMG is committed to a programme of new nuclear projects beyond Sizewell C, giving industry and investors the confidence they need to deliver projects efficiently.
      2. Beyond the Hinkley Point C project, which is under construction, and the Sizewell C project, which is in development, there is currently no nuclear project pipeline, and existing plants are gradually undergoing scheduled retirements. The BESS sought to address this challenge with a commitment to *"take one project to FID this Parliament and 2 projects to FID in the next Parliament, including Small Modular Reactors, subject to value for money and relevant approvals"*.
      3. The Roadmap reconfirms HMG's ambition to deploy up to 24GW of nuclear power by 2050. The Roadmap outlines the *"need to commit to a strategically sequenced pipeline of nuclear projects, which provides the nuclear sector with long-term certainty"* and includes exploring a new power station as big as Hinkley C and Sizewell C.
      4. GBN has rapidly established itself as HMG's delivery body for new nuclear and has started its vital mission by delivering the SMR competition to help deliver net zero and promote energy security. The Roadmap sets out the role of GBN, which will also:
         1. deliver other parts of HMG's civil nuclear programme; and
         2. advise HMG on a broad range of industry and sectorial barriers to investment.
      5. GBN is an executive non-departmental public body, sponsored by the Department for Energy Security and Net Zero. GBN supports the UK's nuclear industry by providing opportunities to build and invest in nuclear technology.
   2. SMR Programme Objectives

The SMR Programme objectives are:

* + 1. to demonstrate that technology design for SMRs, can be deployed reliably, quickly and in a repeatable manner;
    2. to deliver SMR power to the grid with at least two SMR technologies on two sites progressing to FID by the end of 2029. These assets will demonstrate the viability for a larger rollout of an SMR fleet rollout before 2050;
    3. to demonstrate the potential to efficiently deploy a fleet of SMRs in the future, by first deploying each Project to a single suitable site by the end of 2029. This will enable easier rollout of a larger (replicable) fleet;
    4. to promote the growth of the UK's nuclear development capability and market thus supporting the development of a commercial market for SMRs (including: technology, fuel, supply chain, jobs), enabling a sufficiently diverse and competitive supplier base;
    5. to address the delivery challenge faced by the nuclear industry (and the associated cost to consumers and taxpayers) by:
       1. reducing the size and scale of each individual reactor unit (lower overall capital cost); and
       2. utilising modern methods of construction (factory manufacture/fabrication and onsite assembly) to reduce overall construction risk and length (lowering projects' cost of capital); and
       3. design replication;
    6. to procure the SMR technology in line with Social Value imperatives specified further at paragraph ‎3.10 of this Volume 2; and
    7. to deliver a robust project framework underpinned by key regulatory, economic and commercial considerations in laying the basis for future SMR deployment, in order to attract private sector investment into the sector.
  1. Background to the Procurement
     1. A competitive procurement process was launched on [ ], following the publication of a tender notice by GBN.
     2. Potential bidders responded to the PSQ with [] Tenderers being announced as successful on [ ] and now being invited to the ITT Stage of this Procurement.
     3. In parallel, GBN is seeking to identify sites that may be suitable to accommodate SMR development.
  2. Procurement principles
     1. The objective of this ITT is the appointment, through a competitive process, of an Owner's Engineer for each SMR Project that GBN is launching. This procurement has been developed with the following key principles at its core:
        1. Quality and independence - Quality of service is our absolute focus, and it is fundamental that the service is provided in an independent manner.
        2. Relationship and behaviours - Build a long-term and collaborative relationship - trust will be important.
        3. Continuity and knowledge retention - This is a highly complex project meaning accumulated knowledge and understanding is easy to lose and very difficult to costly to replace.
        4. Flexibility with controls - Flexibility of term, with appropriate termination and off-ramp provisions and flexibility to ensure contract remains effective as project matures.
        5. Risk and Incentivisation - Desire for a balanced and appropriate share of risk and incentivisation, to drive value for money, without compromising the focus on quality.

1. Project Description
   * 1. To deliver its Small Modular Reactor (SMR) programme, GBN intends to establish an independent project delivery company (the 'Client') to be solely responsible for the successful delivery of an SMR Project (and hold all necessary licences and consents to do so). The Client will initially be formed as an integrated project team within GBN until the establishment of a Development Company (DevCO) for each project, the DevCo will then become the Client for its project.
     2. To support the Client with its mission, GBN is seeking to appoint an Owner's Engineer for each of its project to provide essential independent assurance with subject matter expertise in technical and programmatic assurance on behalf of the DevCo. A description of the DevCo assurance model and Lines of Defence is provided in *Volume 3 GBN Requirement's Document*.
   1. Project structure, parties and anticipated programme
      1. Each Contract awarded as part of this Procurement will form a separate Project as part of GBN's broader SMR programme.
      2. GBN will establish a separate project company for the purposes of delivering each Project, referred to in this ITT as DevCo. Each DevCo will enter into the required contracts for each Project (or be novated such contracts, in the case of the Contracts).
      3. An indicative high-level contract structure for each Project is set out in **Figure 1**, below:

A diagram of a project team

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**Figure 1: Indicative contractual structure for each Project**

* + 1. The roles and responsibilities of each party are summarised in the table below:
    2. T**able 6: Roles and Responsibilities**

|  |  |
| --- | --- |
|  | **Role and Responsibility** |
| **Client** | Provide specification, oversight, acceptance and governance of project activities, design authority, site licensee as follows:  Enabling   * + - **Own/manage the project interface** with the ONR/EA and other regulatory bodies.     - Provide **LOD2 commercial assurance**     - **Provide ownership and oversight of regulations compliance**, consents, construction licensing & permitting     - **Discharge CDM duties** (incl. appointing PDs & PCs, defining interfaces for PDs & PCs, and conducting competency assessments)     - **Develop and own strategies** related to safety, health, security & environment and quality     - Apply for and hold, the **Nuclear Site Licence (NSL)**, including development and maintaining necessary safety capabilities to act as responsible licensee (including Design Authority)   Supporting   * + - Provide **financial management** and planning services for SMR project (financial modelling, budgeting, reporting, funding, etc.)     - **Provide corporate services**, around HR, Finance, IT, Business Change (aligned with broader GBN services across DevCos)     - **Develop and own strategies** related to ESG, EDI, digital and IMM     - **Develop HMT business cases** and **manage ext. stakeholder engagement, comms & approvals**     - Set **commercial and procurement strategy** incl. partner incentivisation, procure partner contracts     - Establish the necessary **organisational capabilities** and **governance arrangements** to discharge the requirements of **Nuclear Site Licence (NSL)** and other relevant permits and consents   Project Delivery   * + - Manage internal and external commercial governance     - Manage Partner contracts & agreements     - Define **SMR project objectives**, partner KPIs, review & endorse supply chain KPIs and incentivisation     - Own and manage **L0 project controls** activities (cost, risk and schedule)     - **Provide oversight on SMR project management and supply chain management**, project controls, integration & construction delivery     - **Define SMR operations & requirements** (operations & maintenance) and develop operational readiness, licensing and transition management plan |
| **Owner's Engineer** | Independent assurance and technical advisory to the Client:  Enabling   * + - Provide **support** on **safety cases, NSL. environment & security cases, permitting, licensing**, asset management, etc.     - Provide **assurance to changes/decisions above LOD1** delegated levels of authority that require approval as part of governance process.     - Deliver **assurance and advice** to enable the 'delivery enterprise' to be successful, and when necessary, provide support/advice to help mitigate emerging risks.     - Provide **independent LOD2 assurance** to technical **design** and project **delivery**   Supporting   * + - Provide **support** on **developing environmental strategy, digital strategy, IMM strategy**, etc   Project Delivery   * + - Provide **technical oversight** of any Partner(s) providing **Project and Technical** services     - Provide **technical oversight** to **engineering design, constructability, modularisation and configuration management**     - Act as Client representative at **technical hold points**, design reviews, H&S reviews, construction, testing and commissioning activities     - Provide **technical support** to the intelligent client on strategy development, key technical standards definition and high-level project requirements development |
| **Delivery Partner** | Project and commercial management and integration on behalf of Client:  Enabling   * + - Provide **LOD1 technical, delivery and commercial assurance of** suppliers' delivery     - **Support the intelligent client (IC)** on managing regulatory interfaces and obtaining required NSL, consents and permits     - **Manage and coordinate** necessary **inputs** to support licencing activities **from Suppliers**     - **Develop and implement SMR project strategies/plans** to control safety, quality, and the environmental aspects of the project, in compliance with DevCo IC policies, ensuring the Suppliers comply with these arrangements in delivering their work.   Supporting   * + - **Provide necessary inputs to supporting functions**, including funding approvals (e.g. programme business cases), benefits realisation and corporate reporting.     - **Manage Supplier payments** on behalf of IC     - **Implement** **DevCo Enterprise policies and strategies** within its own teams, and the Supply Chain     - **Provide support to IC where needed** (e.g. definition of IT systems requirement, development of operation readiness plan, aligning suppliers to SMR project culture, managing benefits realisation, etc.)     - **Manage and report on DP KPIs and supplier KPIs**   Project Delivery   * + - **Manage project delivery** within delegated authorities and reporting into project governance     - Deploy management arrangements to ensure **effective delivery integration and manage interfaces** between Suppliers     - **Manage supplier contracts and commercial incentives** in conjunction with IC     - **Provide support to IC where needed** (e.g. development of packaging and procurement strategies, development of project delivery strategies, supplier procurement activities, etc.)     - **Manage supplier delivery** against SMR **project strategies** and ensure **requirements compliance**     - Review **constructability and modularisation** and manage **construction planning and logistics**     - **Certify works completion** and acceptance aligned to supplier contract scope     - **Provide project management and project controls** (L1+) to ensure integrated management and delivery. |
| **Suppliers (inc. Technology Partner)** | Consisting primarily of the Technology Partner and other suppliers providing Owner's Scope, is responsible for the delivery of the integrated technical design and supply of the SMR Plant, delivered in accordance with the requirements of the DevCo and under the management of the Delivery Partner.  Enabling   * + - Provide **LoD 0 technical, delivery and commercial assurance (i.e. self-assurance)** of their own delivery activities     - **Provide necessary inputs**, including safety case contributions, to **support the DevCo** on its activities.     - **Comply with requirements** of all relevant permits and consents     - **Comply with CDM regulations** and **SMR project strategies** and requirements   Supporting   * + - **Comply with management arrangements and strategies** set by DevCo and DP in the delivery scope     - **Provide project information and reporting** as required   Project Delivery   * + - **Deliver all scope** required to supplier design and construction of the SMR aligned to **employer's requirements and standards**     - **Manage and coordinate all design and construction** within contract boundaries     - **Comply with** all relevant **project delivery processes and procedures**     - **Identify technical interfaces and manage technical integration** for design, construction, installation & commissioning for all TP / Supplier interfaces (where not managed within TP / Supplier contract boundaries)     - Deliver **testing, commissioning and validation** of direct and sub-contracted scope     - Management of **subcontracted scope delivery**     - Provide **inputs into Project Controls** as required by the DP (typically at L3+)     - **Support DP** on integrated planning, interface management, inter-contract management, site-wide construction logistics management     - Manage all **construction logistics** for direct and sub-contracted scope |

* 1. Establishment and role of DevCo
     1. GBN intends to establish a separate DevCo for each Project.
     2. The DevCo's main responsibility will be as the delivery vehicle and intelligent client for the Project, promoting a focus on nuclear safety and security, and executing delivery to cost, time and quality expectations.
     3. It is currently anticipated that the Contract will be novated to the DevCo following the DevCo's establishment which is anticipated to take place after the Contract execution but before FID.
  2. Appointment and role of Delivery Partners for Project Management and Integration
     1. GBN is currently exploring options to appoint one or more Delivery Partner(s) to support in the delivery of the Projects.
     2. The role of any Delivery Partner(s) will be to manage, coordinate and integrate the Project delivery. This may include (but is not limited to) programme and project management, contract management, procurement, design management and integration, SHEQ management, and interface management capabilities.
     3. The DevCo may elect to discharge its responsibility for the integration of all of the scope as well through the Delivery Partner(s). It is expected that the Consultant will be responsible for all integration activities within their scope.
  3. Scope of this Procurement
     1. Following completion of the Procurement each Consultant will:
        1. develop its SMR design (on both a 'generic' and 'site-specific' basis);
        2. progress its SMR design through the UK GDA process;
        3. continue to develop its organisational capability in readiness for delivery of the Project;
        4. develop its supply chains in readiness for delivery of the Project; and
        5. deliver the technology for the first commercial projects in the UK.
     2. Further to the above, each Consultant will also be required to carry out all necessary works to support GBN / DevCo with the required permitting, consenting, and licensing activities necessary to support a project FID and subsequent project delivery.
     3. Further details of the specific activities required of each Consultant are explained in Volume 3 (*GBN Requirements Document*).
  4. High level statement of requirements

The Consultant acts as a ‘client friend’ to the DevCo Intelligent Customer and Intelligent Client, providing specification, oversight, audit, review and advice supporting for decisions relating to design, scope, budget, risk, delivery, and contract compliance. It also plays the role of subject matter experts to deliver independent technical and delivery Line of Defence (LOD) 2 assurance on major design and build contracts, providing suitably qualified and competent capability and capacity across a broad range of nuclear and non-nuclear technical and programme areas providing specification, oversight, audit, review and advice, including:

* + 1. support with independent assurance for project deliverables, e.g. reports, in-person attendance at key reviews/workshops, and assurance of supply chain processes/delivery, etc.
    2. Support with assurance of change controls, from a technical feasibility perspective and the associated schedule and cost impact of the proposed technical change.
    3. Support with assuring information it is providing to be used in delivery of the project, and
    4. Support with specification, oversight, audit, review and advisory capability to support the Client with delivering the project - e.g. support to the Client with deliverables. This may include provision of resource to augment the Clients team and delivery of technical tasks by having access to industry suitably qualified and competent professionals, including light water reactor technology subject matter expertise.

The Consultant will support decision making relating to scope, budget, risk, delivery and contract compliance, whilst providing subject matter expertise to provide independent specification, oversight, audit, review and advice. The Consultants role includes, but is not limited to the following:

* + 1. Providing assurance and support for the SMR NPP regulatory assessment, legal, licensing, permitting and planning/consenting, project delivery requirements.
    2. Being the Clients Intelligent Customer/Intelligent Client's independent expertise provider, with the Consultant developed in a collaborative manner, whilst the Client retains the controlling mind.
    3. Develop training programmes for Client and Consultant personnel.
    4. Learning from Experience: inputting relevant good practice know-how, data, and technology from other relevant projects.
    5. Full details of GBN's requirements are set out in Volume 3 (GBN Requirements Document).
  1. Scope and nature of Contract

[***To insert contract summary on non-reliance basis]***

[***To insert table of KPIs]***

* 1. Currency
     1. All pricing submissions must be submitted in pounds sterling.
  2. Conflicts of Interest

As one of the core principles of this procurement is the independent nature of the provision of the services, conflict of interest (COI) arrangements will be key. GBN’s principles for managing COI are:

* + 1. No supplier should be able to assure its own work - while self-checking is expected from contractors, acceptance by the Client will rely upon independent assurance of the work.
    2. GBN will endeavour to ensure that no party is put in a position where it must consider a trade-off between liabilities on different contracts - i.e. where it has incentive to fail to meet its obligations on one contract to realise increased benefit from another contract.
    3. Any proposed COI arrangements must clearly articulate how a Tenderer will ensure that neither points 1 or 2 above become an issue for GBN or the Client.

To that end, GBN has developed the following COI requirements:

* + 1. No OE consortia may have a consortia member which is a consortia member of, or owns shares in, a Technology Partner - This shall not preclude any OE consortia members tendering for this procurement. However, if successful, such consortia cannot be awarded the role of OE for the Technology Partner for which it is a consortia member or shareholder.
    2. No OE consortia may have a consortia member which is a key subcontractor to a successful Technology Partner - a key subcontractor is defined as a subcontractor that is to be appointed under a Key Subcontract (as defined above). Again, this shall not preclude any OE consortia members tendering for this procurement. However, if successful, such consortia cannot be awarded the role of OE for the Technology Partner for which it is a key subcontractor.
    3. OE's may include non-consortia members or key subcontractors who are suppliers to, but not considered key subcontractors of, a Technology Partner solution. Provided that the supplier and their role with the Technology Partner is highlighted to GBN during the tender period and demonstrated that no COI exists because of these relationships.

Where a potential or perceived COI may exist due to 2 or 3 above, the tenderer must submit to GBN details of the potential or perceived COI, along with detailed plans for how it intends to mitigate any COI, which may include, but is not limited to, use of Ethical Walls Agreements, separation of teams or trading entities, or use of an SPV. GBN may, at its sole discretion, accept or reject proposed COI mitigation plans.

* 1. Project allocation

GBN has sole discretion over the allocation of the successful OE Consultant(s) to the project(s). However, GBN’s decision will consider management of potential Conflicts of Interest identified in 3.8 above, and considerations of the chosen reactor technology (PWR or BWR) and the expertise available from the successful OE Consultant(s) as highlighted in their case studies.

* 1. Social Value
     1. Before starting a procurement, GBN is legally required by the Public Services (Social Value) Act 2012 to consider how the services they propose to procure *"might improve the economic, social and environmental well-being of the relevant area"* (section 1(3) of the Public Services (Social Value) Act 2012).
     2. GBN is committed to ensuring that Social Value is delivered through all contracts it awards, including the Contract(s). The award of the Contract(s) constitutes a public function. To ensure that GBN can comply with its statutory responsibilities, the submission requirements of the Procurement include a Social Value Envelope. See further detail in paragraph ‎4 of this Volume 2 below (and Volume [] (*Tender Response Requirements and Evaluation Model*)).
     3. The National Procurement Policy Statement set out in Procurement Policy Note 05/21 requires all contracting authorities in public procurements to have regard to national priorities around social value and to *"consider the following national priority outcomes alongside any additional local priorities in their procurement activities*:
        1. creating new businesses, new jobs and new skills;
        2. tackling climate change and reducing waste, and
        3. improving supplier diversity, innovation and resilience".
     4. Social Value provides GBN with the opportunity to deliver significant environmental, economic and societal benefits through the SMR programme. GBN is looking for a supplier who is able to work collaboratively with GBN to ensure that critical outcomes are achieved to drive the reinvigoration of the nuclear industry and ensure there is sufficient nuclear capability across the UK to support key HMG ambitions such as the Net Zero Strategy and the BESS.
     5. There is a real need to develop and sustain a nuclear ecosystem which can only be achieved through horizontal and vertical collaboration. The success of the SMR programme is inextricably linked to the renaissance of the nuclear sector and is contingent on a number of factors:
        1. Skills: Closing critical skills gaps (both current and future) within nuclear and supporting industries through the enduring development of talent and access to training and programmes.
        2. Supply Markets: Access to diverse and resilient supply markets, representative of all tiers, with the ability to provide innovative solutions, expertise and sufficient capacity to help de-risk the programme.
        3. Workforce: Availability of a diverse workforce with the knowledge, experience, capacity and capability to meet the long-term needs and qualifications of the SMR programme.
        4. Local Communities: Prosperous, collaborative and cohesive local communities in sites selected for deployment of SMR technology.
     6. Social Value is a vehicle through which positive societal change can be implemented and outcomes critical to the SMR programme can be achieved. Through supplier commitments, the SMR programme has the potential to advance equality, and narrow disparities between communities through the inclusion of under-represented groups within supply chains, the workforce and training opportunities.
     7. The Social Value requirements have therefore been designed to support GBN with the following strategic priorities with regards to the SMR programme:
        1. developing supply chain resilience for the UK nuclear industry;
        2. driving the creation of sustainable employment opportunities that reduce economic disparity are diverse, inclusive and open to all; and
        3. developing the critical skills and capabilities expected to be required within nuclear programmes in the short, medium and long term.
     8. In complying with its obligations, GBN has identified the Social Value policy outcomes specified below to be delivered throughout the Contract by the Consultant. This will be managed by the Consultant and progress reported to GBN at agreed periodic reviews:
        1. tackling economic inequality by creating new businesses, new jobs and new skills through Model Award Criteria (MAC) 2.3;
        2. tackling economic inequality by increasing supply chain resilience and capacity through MAC 3.1; and
        3. providing equal opportunity to all by tackling workplace inequality through MAC 6.2.
     9. The policy outcomes have been developed on the basis of the Social Value Model which was introduced by Procurement Policy Note 06/20. Tenderers may be aware that the Procurement Act 2023 has introduced an updated Social Value Model via Procurement Policy Note 002 which will become will be mandatory from 1 October 2025. Tenderers should therefore refer to the previous version of the Social Value Model which is associated with Procurement Policy Note 06/20.
     10. Each Tenderer's Tender will be evaluated for Social Value in accordance with paragraphs [], [] and [] of Volume [] (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2.
  2. Sustainability

Each Consultant will be required to demonstrate how its design and delivery plans for the Project adequately minimise environmental impact and support key sustainability principles, in accordance with Section 4 of Volume 3 (*GBN Requirements Document*).

* 1. Equality and Diversity
     1. GBN is committed to proactively encouraging diverse suppliers to participate in its procurement processes for goods, works and services.
     2. In addition, section 149 of the Equality Act 2010 imposes a duty on public authorities and other bodies when exercising public functions to have due regard to the need to:
        1. eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
        2. advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
        3. foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

1. Evaluation Criteria and Methodology
   1. Evaluation criteria summary
      1. The Procurement must be conducted in accordance with the submission requirements set out in this Volume 2 (Instructions and Guidance to Tenderers) and Volume 4 (*Tender Response Requirements and Evaluation Model*).
      2. It is important that Tenderers read this section of the ITT carefully in conjunction with Volumes [3] to [4] before submitting their Tender to gain a clear understanding of the Contract, the submission process and the evaluation methodology. Tenderers should submit any clarifications in accordance with the process set out in [].
      3. A summary table of the criteria to be applied at the ITT Stage is set out in **Table 1: Summary table of evaluation criteria in ITT Stage** below.

|  |  |
| --- | --- |
| **Table 1: Summary table of evaluation criteria in ITT Stage** | |
| **Evaluation Criteria** | **Sub-Criteria** |
| **Technical Criteria** | |
| **Case Studies and Relevance to GBN Requirements** | T1.1 Owner’s Engineer Case Study |
| T1.2 Nuclear Licensed Site Case Study |
| T1.3 Light Water Reactor Case Study |
| **Approach to Delivery and Core Team** | T2.1 Scope Delivery |
| T2.2 Key Personnel |
| **Management Approach** | T3.1 Mobilisation |
| T3.2 Annual Plan |
| T3.3 Managing Review Points |
| T3.4 Innovation |
| T3.5 Behaviours |
| T3.6 Management |
| **Conflict of Interest** | T4.1 Tenderer Conflict of Interest |
| **Placeholder: Potential Skills and Capabilities Delivery Question** | |
| **Social Value Criteria** | |
| **Skill Development** | SV.1 Skills Development MAC 2.3 |
| **Supply Chain** | SV.2 Supply Chain MAC 3.1 |
| **Equal Opportunity** | SV.3 Equal Opportunity MAC 6.2 |
| **Commercial Criteria** | |
| **Rate Card** | C1 Rate Card assessed on Blended Rates |
| **Basis of Fee Estimation (6-month Activity)** | C2 Basis of Fee Estimation for first 6 months activities |
| **Fee at risk %** | C3 Fee at risk % |

* + 1. The Tender Evaluation Criteria which will be applied, and their weightings, are set out in **Table 2: Tender Evaluation Criteria** below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 2: Tender Evaluation Criteria** | | | |
| **Evaluation Criteria (Section)** | **Evaluation Criteria (Section) Weighting** | **Evaluation Sub-Criteria (Question)** | **Evaluation Sub-Criteria (Question) Weighting or Assessment Methodology** |
| **Award Criteria – Technical Envelope (60% weighting)** | | | |
| **Case Studies and Relevance to GBN Requirements** | 40% | T1.1 Owner’s Engineer Case Study | 40% |
| T1.2 Nuclear Licensed Site Case Study | 30% |
|  |  | T1.3 Light Water Reactor Case Study | 30% |
| **Approach to Delivery and Core Team** | 30% | T2.1 Scope Delivery | 50% |
| T2.2 Key Personnel | 50% |
| **Management Approach** | 30% | T3.1 Mobilisation | 10% |
| T3.2 Service Plan | 20% |
| T3.3 Managing Review Points | 20% |
| T3.4 Innovation | 15% |
| T3.5 Behaviours | 20% |
| T3.6 Management | 15% |
| **Conflict of Interest** | P/F | T4.1 Tenderer Conflict of Interest | P/F |
| **Placeholder: Potential Skills and Capabilities Question** | TBD | TBD | TBD |
| **Award Criteria – Social Value Envelope (10% weighting)** | | | |
| **Skill Development** | 40% | SV.1 Skills Development MAC 2.3 | 100% |
| **Supply Chain** | 40% | SV.2 Supply Chain MAC 3.1 | 100% |
| **Equal Opportunity** | 20% | SV.3 Equal Opportunity MAC 6.2 | 100% |
| **Award Criteria – Commercial Envelope (30% weighting)** | | | |
| **Rate Card** | 70% | C1 Rate Card assessed on Blended Rates | 100% |
| **Basis of Fee Estimation (6-month Activity)** | 15% | C2 Basis of Fee Estimation for given first 6 Months Activity Schedule | 100% |
| **Fee at Risk %** | 15% | C3 Fee at risk % (based on KPI Performance) | 100% |
| **Financial Response Template** | For information | Completed Financial Response Template | For information |

* + 1. The detail regarding Technical, Commercial and Social Value Questions, prescribed format, criteria, and evaluation method are contained within Volume 4 (*Tender Response Requirements and Evaluation Model*). The specific sections relating to each Envelope is summarised in the table below.

**Table 13: Tender Submission Requirements**

|  |  |
| --- | --- |
| **Envelope** | **Tender Submission Requirements** |
| Qualification | Paragraph [] of Volume – Evaluation Submission Requirements – Qualification Envelope |
| Technical | Paragraph [5,6,7] of Volume [4] – Technical Envelope Requirements |
| Social Value | Paragraph [8,9,10] of Volume [4] – Social Value Envelope Requirements |
| Commercial | Paragraph [11,12] of Volume [4] – Commercial Envelope Requirements |
| Envelope | Tender Submission Requirements |

* + 1. The paragraphs ‎4.2 to ‎4.4 below include instructions for Tenderers relating to the production and submission of the Technical, Commercial and Social Value Envelopes.
  1. Technical Envelope
     1. The Technical Envelope represents 60% of the overall evaluation criteria.
     2. Tenderers are required to respond to all Technical Envelope Questions in the Technical Envelope.
     3. The Technical Envelope Questions and associated evaluation criteria are set out in paragraph [5 and 6] of Volume 4] (*Tender Response Requirements and Evaluation Model*).
     4. When compiling each Tender Response Documents (TRDs) for each Technical Envelope Question, Tenderers should refer to the details included in the corresponding requirement in Volume [3] (GBN Requirements).
     5. Tenderers may only submit additional information in the form of appendices if necessary to respond effectively to any question in the following Technical Envelope Questions, and/or if the submission of additional information has been requested in the Technical Envelope Question. Responses should be accurate and as succinct as possible whilst covering all the specified topics. Tenderers' attention is drawn to the prescribed format for appendices (including page limits) set out in the Questions and Tenderers should note that if the Tender Submission exceeds any page limit given in respect of a specific submission Response in this ITT, then GBN will not consider information which is beyond the page limit stated.
     6. Tenderers shall ensure that any appended information is clear and legible.
     7. Tenderers should ensure that all relevant information requested in a Question is included in the TRD itself and not by cross-reference to another Response, as only information included in the Response to the specific question will be evaluated notwithstanding the requirement that Responses must not contradict Responses in other Questions. GBN reserves the right to perform a quality assurance check across each Tenderer's submission and may ask the Tenderer to clarify their submission where their Responses do not align.
     8. Responses to the Technical Envelope Questions will be scored in the range of 0-100%, based on the scoring matrix set out at paragraph 6.3 of Volume [4] (*Tender Response Requirements and Evaluation Model*), and by reference to the instructions and guidance in the specific Technical Envelope Question. Tenderers will only be assigned exact scores of 0%, 15%, 30%, 50%, 75%, or 100%. No intermediate scores can be awarded. The relevant Question weighting will then be applied to the score received (e.g., if the Question has a weighting of 10% and the Response is given a score of 50%, the Tenderer will receive a weighted score of 5% for that Question). Weighted scores will be added together for each Technical Section e.g. T1, T2, T3 and the Technical Section weighting will then be applied to produce a weighted score for each Technical Section. The weighted scores for each Technical Section will then be added together to produce a Total Technical Envelope score out of 100%. The Technical Envelope weighting of 60% will then be applied to the Total Technical Envelope score to arrive at the Total Technical Score.
  2. Social value envelope
     1. The Social Value envelope represents 10% of the overall Evaluation Criteria.
     2. Tenderers should refer to the Cabinet Office Social Value Model for background information only when drafting their Responses to the Social Value Envelope Questions against the Model Award Criteria available at the following link: Social-Value-Model-Edn-1.1-3-Dec-20.pdf (publishing.service.gov.uk).
     3. The Government has defined Social Value through a series of Social Value priority themes and Social Value policy outcomes which are important to deliver through the Government's commercial activities. The Social Value themes and policy outcomes the Tenderers will be assessed against are set out in Table 2: Tender Evaluation Criteria in paragraph [8] of Volume 4 (*Tender Response Requirements and Evaluation Model*).
     4. Tenderers are required to provide a Response to each Social Value Envelope Question setting out evidence and proposed methodology around how they intend to deliver the Social Value proposals, and what measures they will deliver in the event of being awarded the Contract and why they consider them appropriate for the Contract. Tenderers are advised that, following the submission of Tenders, the Tenderers' Responses, including to the Social Value Envelope Questions, will be contractually binding.
     5. Tenderers are advised that in Jaggaer, all Social Value Envelope Questions are part of the Technical Envelope.
  3. Commercial envelope
     1. The Commercial Envelope represents 30% of the overall Evaluation Criteria.
     2. Tenderers are required to respond to all Questions and complete the Financial Response Template (FRT) in the Commercial Envelope. It is the Tenderer's responsibility to ensure that the FRT is submitted accurately and compliantly.
     3. Question C2 Basis of Fee Estimation Responses will be scored in the range of 0-100%, based on the scoring matrix set out at paragraph [12.4] of Volume [4] (Tender Response Requirements and Evaluation Model). Tenderers will only be assigned exact scores of 0%, 15%, 30%, 50%, 75%, or 100%. No intermediate scores can be awarded. The relevant Question weighting will then be applied to the score received (e.g., if the Question has a weighting of 10% and the Response is given a score of 50%, the Tenderer will receive a weighted score of 5% for that Question). The Tenderer must provide the FTE profile for such estimation in the FRT for information purposes.
     4. Tenderers must complete and submit all sections of the FRT. Failure to do so may deem the submission incomplete. GBN reserves the right to reject any submissions that are deemed incomplete.
     5. Tenderers should follow the guidance notes set out in the FRT for completion of the template.
     6. Tenderers should ensure that all relevant information requested in a Question is included in the Commercial Envelope document itself and not by cross-reference to another Envelope, as only information included in the response to the specific question will be evaluated in respect of that specific question.

1. Instructions and Guidance for Completing and Submitting Tenders
   1. Instructions for responding to this ITT
      1. **Step 1: Download the files and set up additional users**
         1. Before considering a response to this ITT, Tenderers should ensure that they have downloaded and read all the relevant files from Jaggaer. All documents relevant to the Procurement will be made available for download via Jaggaer.
         2. All files are important and contain information which may have a considerable bearing on the success of a Tender Submission.
         3. If a Tenderer requires that additional people have access to the ITT, the user management link on the main page of Jaggaer should be used to add additional users.
         4. All clarifications sent during the ITT Stage and the Evaluation Period for Tenders will be notified via the secure messaging feature within Jaggaer to the authorised representative on behalf of the Tenderer. If Tenderers want the notifications to go to other users within their organisation, then this can be achieved by accessing the Tenderer's "User Rights" area in Jaggaer and enabling other users to receive messages.
         5. Attachments will be available for Tenderers to download from the question itself or via the "Projects Attachments" section of Jaggaer.
         6. As part of the post- ITT launch Tenderer briefings, GBN will issue Tenderers with written guidance and a demonstration video on the functionality and use of the Jaggaer eSourcing Portal.

[As part of the post- ITT launch Tenderer briefings, GBN will issue Tenderers with written guidance and a demonstration video on the functionality and use of the Jaggaer eSourcing Portal.]

* + 1. **Step 2: Read ALL the instructions carefully**
       1. Tenderers should read all the instructions relating to this ITT carefully as Tenderers who submit incomplete Tender Submissions may be deemed non-compliant.
       2. GBN will only take account of information which is specifically asked for within this ITT. Tender Submissions must be correctly referenced in accordance with the requirements in the relevant instructions. GBN will not evaluate information which has not been included by a Tenderer in its Tender Submission and may not evaluate information which has been incorrectly referenced.
    2. **Step 3: Prepare Tender** 
       1. The Tender Submissions will be completed using an electronic form (the Tender Submission Form) which can be accessed via Jaggaer. It may be possible to respond to some questions in this ITT simply by answering the questions on screen in the Tender Submission Form on Jaggaer. In most cases, the Tenderer will need to prepare additional material as part of its Tender Submission, which can be uploaded at any time into the Tender Submission Form before the relevant Closing Deadline.
       2. Users should be wary that after periods of inactivity, they will be logged out of Jaggaer. This may result in draft responses not being saved. It is the Tenderer's responsibility to ensure that it saves draft responses regularly when using Jaggaer.
       3. Character restrictions applicable to the relevant question will be provided in the instructions on Jaggaer.
    3. **Answering questions and providing evidence**
       1. Tenderers are required to answer all the questions and provide all the additional information requested within this ITT, in accordance with the specific instructions set out in this ITT. In particular, GBN would like to draw Tenderers' attention to the instructions for Tender Submissions in Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2.
       2. Some questions will be marked with a red asterisk on the Tender Submission Form in Jaggaer. These are designated as mandatory questions. This is no indication of the questions' weight or importance and all questions should be answered regardless of the mandatory marker. At any stage Tenderers may validate their response by selecting "Validate Response". This will highlight the mandatory questions still requiring a response (marked with a red asterisk) and the number of non-mandatory questions that remain.
       3. Tenderers will not be permitted by Jaggaer to submit their Tender Submission until all mandatory questions are answered.
       4. Tenderers must not cross reference their answers from any one question to another question unless instructed to do so by GBN. Tenderers are also not permitted to cross-reference to their PSQ submission. Only information included in the response to the specific question will be evaluated in respect of that specific question, unless GBN's instructions provide otherwise. Cross referenced material which does not comply with an instruction of GBN will not be reviewed or evaluated by GBN.
       5. Tenderers must answer all questions accurately and as concisely as possible. To the extent any page limits are expressly required by this ITT, Tenderers must ensure that they follow any specific guidance on page limits in relation to Tenders. Supporting information must be presented as instructed in each of the questions. Note that any A3 pages will be counted as two A4 pages per side.
       6. Volume 4 (*Tender Response Requirements and Evaluation Model*) specifies whether charts, diagrams and schedules will be counted within the page count in respect of a specific question. Tenderers must comply with such page limits.
       7. If the Tender Submission exceeds any page limit given in the specific submission in this ITT, then GBN will not consider information which is beyond the page limit stated.
       8. Text must be in Arial 11 point font, single spaced (other than supporting information which is not created for the Procurement process). Page margins must be set at minimum 2.5 cm.
       9. Headers and footers may be included in the page margins and may include paragraph numbering, page numbering, section numbering, copy numbering, part of the Tender Submission references etc.
       10. Volume 4 (T*ender Response Requirements and Evaluation Model*) provides a checklist of Tender Response Requirements.
       11. Tender Submissions should not include general promotional or marketing material unless it is responsive to a requirement of this ITT and is referenced accordingly.
    4. **How to submit supplementary documents**
       1. In some cases, it will be necessary for Tenderers to submit supplementary documents in the form of electronic files to respond to or provide evidence in their responses to certain questions. Tenderers should only submit supplementary documents when it is necessary to respond to a question and/or where the submission of supplementary documents has been requested by GBN.
       2. Tenderers must not embed documents inside supplementary documents. GBN will not review the content of embedded documents.
    5. **File formats**
       1. Most file types can be used to support a Tender Submission. If Tenderers have any doubts about the format or software they intend to use for their response, they should contact GBN using the secure messaging system on Jaggaer.
       2. Save in respect of questions which have prescribed file types, Tenderers are requested to upload documents in PDF format. Tenderers should note that all files uploaded onto Jaggaer cannot be amended by anyone and that original files uploaded by Tenderers will be maintained in an unaltered state on the system for the duration of this Procurement.
       3. Each file must:
          1. be paginated consecutively;
          2. include a contents list (which is not included in the page limits); and
          3. include a header on the top of each page which identifies the question to which that file it relates.
       4. Tenderers are advised to check with the Jaggaer helpline before submitting responses in uncommon formats.
       5. Jaggaer only allows a single attachment to be attached to any one question. If the Tenderer's response to a question requires more than one attachment or the question otherwise required multiple files, this can be achieved by placing them into a zip file clearly labelled and then attaching the zip file as a single attachment.
    6. **File naming**
       1. Any files that the Tenderer submits in relation to the Tender Submission should be given a file name which contains the Tenderer's code name and corresponds to the relevant requirement for the file set out on the Tender Submission Form for the relevant part of the Tender Submission.

"[Tenderer] – []"

* + - 1. In relation to any file submitted by a Tenderer in relation to a Tender (respectively) the name given to such file should clearly indicate the Tenderer's code name and " Tender" in the title, followed by a file name corresponding to the relevant Tender Submission to which the Tender relates, for example:

"[Tenderer] – [Tender] – Design Plan"

* + 1. **Notes regarding file uploads**
       1. Tenderers should regard 52MB as the maximum file size for any individual file. Files less than 2MB will be displayed reasonably quickly but bigger file sizes will create a delay in displaying the evidence or supporting material. We recommend that attachments be limited to 2MB, to the extent possible.
       2. For the purposes of file naming, Tenderers will be notified of their code name by GBN via the Jaggaer messaging system.
    2. **Step 4: Ensure the Tender Submission is complete**
       1. All the files submitted by Tenderers will be made visible to GBN, so before submitting a formal Tender Submission Tenderers should check the entire response to ensure all files have been uploaded.
       2. Each Tenderer is responsible for ensuring that its Tender Submission is complete and comprehensive in all respects and that all files upload prior to the relevant Closing Deadline.
    3. **Step 5: Upload the Tender Submission**
       1. Completed Tender Submissions should be submitted via Jaggaer by the relevant Closing Deadline. GBN reserves the right to reject Tender Submissions received after the relevant Closing Deadline. Please note that each Closing Deadline is a precise date and time.
       2. GBN will not consider Tender Submissions uploaded or submitted by any other means than via Jaggaer unless otherwise stated in writing by GBN.
       3. Tenderers are strongly advised to follow the guidance found on Jaggaer.
    4. **Step 6: Check that the upload was successful and publish the Tender Submission**
       1. After submitting a Tender Submission (including any saved uploads), Tenderers must remember to publish the Tender Submission. Jaggaer will inform Tenderers of any late clarifications being issued after they publish their Tender Submission.
       2. Importantly, should any late clarification occur, Tenderers may need to re-publish their Tender Submission to signify that they have read, understood and accepted the changes.
       3. Once a Tenderer has published their Tender Submission, Jaggaer will specify within the portal interface that the Tender Submission has been successful. Tenderers will also be able to see the "status" of their submission under the "Monitor" tab within Jaggaer. If a Tenderer is unable to see any indication on Jaggaer that the Tender Submission has been submitted within one (1) hour of publishing, the Tender Submission may not have been submitted correctly and the Tenderer is strongly advised to contact the Jaggaer helpdesk immediately at [customersupport@jaggaer.com](https://greatbritishnuclear.sharepoint.com/teams/Commercial/Shared%20Documents/Procurement/6.%20Major%20Projects/Major%20Project%20Professional%20Services/Prj_4553%20Owner's%20Engineer/3%20-%20Invitation%20to%20Tender/Stage%202%20-%20ITT/customersupport@jaggaer.com).
       4. Jaggaer will always inform Tenderers when they have successfully published their Tender Submission.
    5. **Other general instructions for responding to this ITT**
       1. Tenderers are required to submit data in the specific formats, covering the specified periods and in sufficient detail as required by this ITT. Should the Tenderer fail to provide the required information to a standard that satisfies the express requirements of this ITT, the Tender Submission may be non-compliant based on the evaluation criteria in Volume 4 (*Tender Response Requirements and Evaluation Model*) and paragraph ‎4 of this Volume 2.
       2. The information contained in the Tender Submission must strictly follow the numbering of this ITT. Tender Submissions must cross-refer to the part and paragraph number in this ITT to which they relate.
       3. GBN cannot be held responsible if it does not receive a Tender Submission by the relevant Closing Deadline.
       4. If GBN requires a Tenderer to clarify any of its responses to this ITT for the purposes of carrying out its evaluation activities, it may (but is not obliged to) seek additional information or clarification from the relevant Tenderer in certain circumstances. However, GBN reserves the right not to take any further information received into account in the evaluation where to do so would be contrary to GBN's obligations under procurement law, including the overarching procurement objectives contained within section 12 of the PA 23.
       5. If GBN requests additional information from the Tenderer in accordance with paragraph ‎5.1.12‎(d) above, the Tenderer must provide a timely response via Jaggaer.
       6. Deliberately misleading, false or fraudulent information will lead to the Tender Submission being non-compliant and disqualification of the relevant Tenderer from this Procurement.
       7. Where accessible, checks may be made by GBN of the information submitted by the Tenderer with reference to publicly available data.
       8. Tender Submissions must be in English. However, where original documents provided as supporting information which are not created for the Tender Submission (e.g. company financial reports) are not in English, the original document should be provided as well as a certified translation. This means that:
          1. the translation has been prepared by a member of a professional translation body, such as the Chartered Institute of Linguists, the Institute of Translation and Interpreting, or the Association of Translation Companies; and
          2. the translator must confirm in writing on the translation:

that it is a true and accurate translation of the original document;

the date of the translation; and

their full name, contact details and details of their professional accreditation.

* + - 1. In this regard, only the English version will count towards any page or word counts set out in this ITT.
  1. Tenderer Clarification Questions
     1. A Tenderer may submit a clarification question to GBN at any time prior to the relevant deadline for submitting clarification questions in paragraph ‎1.4.4 of this Volume 2.
     2. Any questions about this Procurement should be submitted in writing via Jaggaer. This should be used for all queries and requests for clarification regarding the Procurement to provide an effective and auditable trail. A Tenderer's queries will be secure and cannot be seen by any other Tenderers.
     3. Tenderers should ensure that all clarification questions to GBN:
        1. are marked as being considered by the Tenderer as either general or specific/confidential in nature;
        2. do not identify the Tenderer asking the question (where such questions are of a general nature);
        3. are marked, by using the subject heading on Jaggaer, with one of the following titles: "Commercial", "Technical" or "Social Value"; and
        4. identify the Volume, paragraph and sub-paragraph of this ITT to which the clarification question refers (if any).
     4. GBN intends to conduct the Procurement in a way which is fair, transparent and does not risk distorting competition nor unfairly discriminate for or against a Tenderer. Accordingly, Tenderers should be aware that if in GBN's view:
        1. Questions and answers are of a general nature, GBN will provide copies of such questions, together with answers, to all Tenderers in a suitably uniform and anonymous form;
        2. questions and answers relate only to the solution proposed by the Tenderer asking the question and are commercially sensitive (or there is no good reason, consistent with tendering probity, for disclosing questions and answers to all Tenderers), GBN will provide copies of such questions, together with answers, only to the Tenderer seeking clarification; or
        3. questions are of a general nature, but the Tenderer seeking clarification has marked them as specific/commercially sensitive, GBN will contact the Tenderer to check whether the Tenderer wishes to withdraw such questions prior to answers being provided. In the event of the relevant questions not being withdrawn, GBN will provide copies of the questions in a suitably anonymous form, together with answers, to all Tenderers. GBN retains the right to provide an answer to any such question to all Tenderers where, in GBN's view, to do so would benefit this Procurement or is otherwise required in accordance with the PA 23.
     5. Any clarification question that GBN receives and subsequently issues to other Tenderers will not identify the originator of the question.
     6. Any attachments submitted as part of clarification questions should be clearly labelled.
  2. Authority Clarification Questions
     1. GBN may request additional information or clarification from a Tenderer at its absolute discretion, for the purposes of carrying out its responsibilities under this ITT. However, GBN reserves the right not to take any further information received in response to any such requests into account in the evaluation where to do so would be contrary to GBN's obligations under the PCR 2015.
     2. GBN expects Tenderers to provide a prompt response to all clarification requests and, unless otherwise requested by GBN, by no later than 17.00 hours on the Working Day following that on which the query was sent to the Tenderer.
  3. Tender Circulars
     1. Tender Circulars will be published by GBN as and when required during the ITT Stage . Tender Circulars will be posted to the "Notifications" section on Jaggaer and Tenderers will receive an electronic notification via Jaggaer.
     2. Tender Circulars may contain the following:
        1. any information regarding the Procurement or this ITT which GBN wishes to share with all Tenderers to ensure equality of information;
        2. details of any new data in Jaggaer or any updates to such data; and
        3. any other information which GBN wishes to publish.
     3. In the event of an inconsistency between a Tender Circular and the other elements of this ITT, such Tender Circular will take precedence. In the event of inconsistency between Tender Circulars, the most recent Tender Circular issued by GBN will take precedence.
  4. Tender Submissions and Variant Tenders
     1. **Tender Submissions**

Tender Submissions must be in accordance with the terms of this ITT and submitted in accordance with the Tender submission requirements set out in this ITT. Tenderers must provide the information listed in Volume [] (*Tender Response Requirements and Evaluation Model*) of this ITT for the Tender Submission in order to be compliant (subject to the evaluation criteria set out in Volume [] (*Tender Response Requirements and Evaluation Model*) of this ITT) and paragraph ‎4 of this Volume 2.

* + 1. **Tender validity period**

Tenders must be an offer capable of acceptance by GBN without further negotiation or due diligence for the period of twelve (12) months following the Closing Deadline for submission of Tenders or any subsequent Tender.

* + 1. **Variant Tenders**

Tenderers are not permitted to submit variant bids. Any variant bid submitted by a Tenderer will not be evaluated under any circumstances (including if the Tenderer's Tender is deemed to be a Non-Compliant Tender).

* 1. Communications
     1. Communication with GBN in relation to this Procurement must only be made in accordance with the methods described in this Volume 2.
     2. Except as provided for by this Volume 2, Tenderers must not communicate with, or canvas or solicit information from any of GBN's staff or its advisers or any GBN Related Company in relation to this Procurement or the Project.
     3. Save for tender negotiation meetings, all communications to GBN or its advisers in relation to the Procurement or the Project must be made via Jaggaer.
  2. Confidentiality
     1. Subject to the exceptions referred to in this paragraph, the information in this ITT and the accompanying procurement documents is made available by GBN on the condition and understanding that:
        1. Tenderers shall not copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen;
        2. Tenderers shall not use the information for any purpose other than for the purposes of making, or deciding whether to make, an expression of interest; and
        3. Tenderers shall not discuss information nor any aspect of this procurement process in the media nor make any media or publicity statement or comment in relation to it without the express consent of GBN in writing.
     2. Tenderers shall treat all information relating to their ITT response as strictly confidential and where the information needs to be copied to parties supporting the Tenderer or Consortium Member then the Tenderer shall require such parties (**Disclosees**) to also treat the information as strictly confidential. The Tenderer will remain responsible for any breach by its Disclosees. The Tenderer may disclose, distribute or pass information to another person associated with its ITT response (including but not limited to, for example, a Consortium Member, the Tenderer's insurers or advisers) if either:
        1. this is done for the sole purpose of enabling an ITT response to be made and the person receiving the information undertakes in writing jointly for the benefit of both the Tenderer and GBN to keep the information confidential on the same terms as set out in this paragraph; and
        2. the Tenderer obtains the prior written consent of GBN in relation to such disclosure, distribution or passing of information (GBN's consent may be on such conditions as it sees fit (including as to entry into legally binding confidentiality undertakings)).
     3. GBN is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**), the subordinate legislation made under the FOIA or EIR and any guidance and/or codes of practice issued (from time to time) in relation to such legislation. Tenderers should be aware of GBN's obligations and responsibilities under the FOIA and EIR to disclose, on written request, recorded information held by GBN. Information provided by Tenderers in connection with the Contract and the Procurement, or with any Contract that may be awarded as a result of this Procurement, may therefore have to be disclosed by GBN in response to such a request, unless GBN decides that one of the statutory exemptions under the FOIA and/or the EIR applies. Tenderers are required to identify information it considers exempt from disclosure under the FOIA in accordance with Appendix 3 of Volume 4 (*Tender Response Requirements and Evaluation Model*).
     4. Tenderers must clearly indicate by highlighting specific text, figures and diagrams, etc., which parts of their Tender Submission are to be considered commercially sensitive and confidential and why they are considered to be so, along with the time period for which they will remain confidential in nature.
     5. No person, other than GBN's commercial team or representative, has been authorised by GBN to give any information or to make any representation on behalf of GBN and, if any information or representation shall have been given or made, any such information or representation shall not be relied upon as having been so authorised.
  3. Publicity
     1. Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage, any subsequent stage in this Procurement or after any contract award related to this Procurement, any publicity activity with any section of the media in relation to this Procurement or the information other than with the prior written agreement of GBN, including in respect of the content of any publicity.

1. Overview of Tender Evaluation Period
   1. Initial completeness check
      1. The Tender Submissions will firstly be checked for completeness to ensure that all the documents are included in the Tender Submissions and appear to be complete, including whether Tenderers have submitted the minimum requirements for the Tender Submission specified in this ITT.
      2. Tenderers should note that the completeness check is not an evaluation of the substantive content of Tender Submissions but rather is intended to ensure that GBN has received all required information prior to proceeding with evaluation.
      3. Tender Submissions will be evaluated in the form in which they are submitted. However, GBN reserves the right to ask clarification questions to Tenderers at its discretion.
      4. Tenderers should note that GBN is not prepared to delay the overall progress of this Procurement if a Tender Submission does not satisfy the requirements of this ITT. If the submission of further information is requested by GBN, the Tenderer will only be afforded a limited opportunity to respond.
      5. Failure to provide an adequate response in GBN's opinion within the time period specified in the request or any further period agreed with GBN may lead to the Tender Submission being non-compliant.
      6. Failure by GBN to seek clarification will not be a valid basis for Tenderers to challenge the outcome of this Procurement.
   2. Evaluation of Tender Submissions
      1. Tender Submissions will be evaluated by GBN in accordance with the evaluation methodology described in this Volume 2 (Instructions and Guidance to Tenderers) and Volume 4 (*Tender Response Requirements and Evaluation Model*).
      2. The Technical Tender Submissions will be evaluated on a scored basis in accordance with paragraphs 5 of Volume 4 (*Tender Response Requirements and Evaluation Model*). The Commercial Tender Submissions will be evaluated based on relative scoring approach except Question C2 Basis of Fee Estimation Responses which will be evaluated on a scored basis in accordance with paragraphs [12.] of Volume 4 (Tender Response Requirements and Evaluation Model).
      3. The Social Value Tender Submission will be evaluated on a scored basis in accordance with paragraphs 8 of Volume 4 (*Tender Response Requirements and Evaluation Model*).
      4. Tenderers will be scored in respect of Technical Evaluation Criterion along with Commercial and Social Value Tender Scores and Final Tenderer Score shall be calculated.
      5. GBN has established an evaluation panel comprising of representatives of GBN and its advisors (the "Evaluation Panel"). Members of the Evaluation Panel will be responsible for evaluating the Tenders and raising clarifications with Tenderers.
      6. GBN reserves the right to establish a dedicated team, separate from the Evaluation Panel, to perform a consistency and alignment check to ensure that the Technical, Social Value and Commercial Responses within each Tenderer's Tender Submission are aligned and consistent. Where any inconsistency is identified, GBN may issue a clarification request in accordance with sub-paragraph ‎6.2.7 below.
      7. Members of the Evaluation Panel will be designated as evaluators of specific Questions. The evaluators will be responsible for carrying out an individual review of the Tenderer's Responses to the Questions designated to them for the purposes of determining:
         1. whether any clarifications from Tenderers are required; and
         2. where relevant, the scores to be applied in accordance with the applicable scoring matrix and the guidance and instructions set out in each Question
      8. Following the Closing Deadline for Tenders, GBN may issue clarification requests to Tenderers via Jaggaer in the light of evaluation activities being carried out by members of the Evaluation Panel. GBN will expect Tenderers to provide a prompt response to all clarification requests issued by GBN and, unless otherwise requested by GBN, by no later than 17:00 hours on the Working Day following that on which the query was sent to the Tenderer. All clarification questions and responses must comply with the applicable sections of paragraph [‎‎5] of this Volume 2 (*Instructions and Guidance to Tenderers*).
      9. Where information or documentation to be submitted by Tenderers is or appears to be incomplete or erroneous, or where specific documents are missing, GBN reserves the right at its absolute discretion to request Tenderers to submit, supplement, clarify or complete the relevant information or documentation within a time limit to be given.
      10. Subject to compliance with GBN's duties under the PA 23, evaluators may take responses to clarification requests into account when completing their evaluation.
      11. Following the completion of the initial individual evaluations, consensus/moderation meetings with evaluators will take place to give consideration to the evaluation scores arrived at by each individual evaluator and to derive a single 'authority view' assessment based on the consensus reached.
      12. Evaluators will meet to discuss the scores and reasons for the scores and arrive at a single consensus score, with consensus reasons for the score arrived at. GBN will appoint a moderator to moderate the consensus meeting to ensure consensus is reached.
      13. All evaluators need to agree on the score and the scoring justifications.
      14. The moderation meeting consensus score sheet will record the consensus scores and consensus rationale for each score. Those scores and rationales will be the product of the discussions at the consensus meeting.
   3. Abnormally low tenders
      1. GBN reserves the right to reject any Tender which it considers to be abnormally low in accordance with the requirements of section 19 of the PA 23.
      2. GBN also reserves the right to request a written explanation of any part(s) of a Tender Submission which GBN consider contributes to the offer being abnormally low and to take account any response provided by a Tenderer to such request.
      3. **Optional further negotiation and final tender stages**

The period following the ITT Stage is described in paragraph [‎‎1.4.7]‎‎ of this Volume 2.

* 1. Post- ITT Stage

The period following the ITT Stage is described in paragraph [‎‎1.4.7]‎‎ of this Volume 2.