



INVITATION TO TENDER (ITT)

Seasonal Operations and Maintenance Services

CONDUCTED IN ACCORDANCE WITH THE OPEN PROCEDURE

Date: 24th April 2023

Atamis Ref: C9689



Dear Sir/Madam,

RE: Invitation to Tender (ITT)

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

The date and time for return of the ITT is 12:00 noon GMT on 1st June 2023.

This ITT is to be managed online using the Atamis system.

When submitting your response, please complete all the components within Atamis. This must be completed by the ITT submission date detailed above. It will not be possible to submit a tender or supporting documentation after the deadline submission.

Please ensure that you allow sufficient time to complete and attach all the relevant information requested. Failure to return your Tender in the prescribed manner may lead to it being declared invalid.

Kind regards,

A handwritten signature in black ink, appearing to read 'Paula Smith', is written in a cursive style.

Paula Smith
Senior Buyer

For and on behalf of Direct Rail Services Ltd trading under the name Nuclear Transport Solutions.



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**DISCLAIMER**

Nuclear Transport Solutions is a trading name of Direct Rail Services Ltd hereinafter referred to as NTS.

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

Nothing in this ITT is, or should be relied upon as, a promise or representative as to NTS ultimate decision, in relation to the services.

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

By participating in this procurement exercise, you agree to be bound by the terms and conditions set out in this ITT which includes, but is not limited to, the above conditions and limitations.



PART I - INSTRUCTIONS TO TENDERERS

1. Abbreviations

DRS	Direct Rail Services Limited
EIR	Environmental Information Regulations 2004 (as amended)
FoIA	Freedom of Information Act 2000 (as amended)
ITT	Invitation to Tender
KPI	Key Performance Indicator
MEAT	Most Economically Advantageous Tender
NDA	Nuclear Decommissioning Authority
NTS	Nuclear Transport Solutions
FTS	Find a Tender – UK e-notification service
PCR	Public Contracts Regulations 2015 (as amended)
PDF	Portable Document Format
PO	Purchase Order
SQ	Supplier Questionnaire
SQEP	Suitably Qualified & Experienced Personnel
UK	United Kingdom
VAT	Value Added Tax

2. Definitions

Agreement - means the agreement included in draft with this ITT to be entered into by the Authority and the Provider following any award under this procurement process.

Award Criteria - means the criteria used to evaluate the Award Submission and to identify the most economically advantageous Tenderer.

Award Submission - means a Tenderer's submission in response to the requirements of Part III of this ITT

Award Stage - means the stage of the process in which the suitability of the Tender is assessed.

Atamis - means the electronic tender management software that DRS utilise to manage tenders for goods and/or services from the supply chain.

Contracting Authority - means Direct Rail Services Ltd (DRS) as the party to the contract (trading as Nuclear Transport Solutions (NTS))

Evaluation Team - means the group of Suitably Qualified and Experienced Personnel nominated to evaluate the Tender.



FoIA - means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

Invitation to Tender or ITT - means this invitation to tender documentation and all related documents published by NTS and made available to Tenderers and includes the Due Diligence information.

FTS Contract Notice - means the relevant advertisement issued on the Find a Tender – UK e-notification service.

Procurement – means this procurement for the provision of seasonal operations and maintenance.

Provider(s) - means the organisation(s) admitted to the contract.

Selection Questionnaire - means the criteria used to assess the capability of the Tenderers.

Selection Submission - means a Tenderer's submission in response to the requirements of Part II of this ITT (and any reference to "Selection Questionnaire" or "SQ" shall be read as "Selection Submission")

Selection Stage - means the stage of the process in which the capability of the Tenderers is assessed and only those who pass will have their Award Submission assessed.

Standstill Period - means the mandatory minimum period between notifying Tenderers of a Contract Award decision and the formation of a binding contract, in accordance with the PCR.

Tender, Response, Tender Response, Tendered Response or ITT Response - means the Tenderer's formal offer in response to this Invitation to Tender.

Tender Deadline - means the time and date by which tenders must have been submitted on Atamis by the Tenderers.

Tenderers - means the organisations participating in this procurement exercise.



3. Introduction & Background Information

Procurement Title:	Seasonal Operations & Maintenance
Procurement Structure:	Single Supplier Contract
Contracting Authority:	Direct Rail Services Ltd
Contract Type:	Individual Contract - Bespoke
Duration:	One year with 4 x optional additional 1-year extensions (1+1). Extension options to be invoked in line with Network Rail
Basis of Award:	Most Economically Advantageous Tender
Anticipated Value:	£3.34 million (for full 5 years)
Contract Terms:	NTS T&Cs (Services)

*The above value is an estimate only and the Contracting Authority gives no guarantee as to the actual value.



4. Background – Nuclear Transport Solutions Ltd

Nuclear Transport Solutions (NTS) is the trading name of the Contracting Authority of Direct Rail Services Ltd (DRS).

Nuclear Transport Solutions is part of the UK's Nuclear Decommissioning Authority (NDA), a public body responsible for ensuring the safe and efficient clean-up of the UK's nuclear legacy. We use our world-leading expertise to deliver commercial activities for a range of customers in the UK and overseas. For example, our unique high security shipping capabilities support UK and global security goals, with the aim of making the world a safer place.

NTS also works for customers outside the nuclear sector. For example, we operate a number of intermodal rail freight services in consumer goods and general freight markets. Undertaking this work ensures our capabilities and assets are maintained and enhanced and generates additional revenue to support the NDA's mission. Our primary objective is to support the NDA's mission. Our work includes transporting spent fuel from UK power stations to Sellafield, the return of reprocessing products to customers overseas, and packaging and licensing support to the NDA group. Part of our role is to develop a strategic overview of all nuclear movements across the NDA estate, always looking for opportunities to be more efficient and sustainable.

We are specialists in the operational, commercial, engineering, legal and regulatory expertise that underpin nuclear transport and logistics operations. We operate Direct Rail Services (DRS) and Pacific Nuclear Transport Limited (PNTL) who have decades of experience of providing safe, secure, and reliable transport solutions.

5. General Information

The Procurement will be conducted in accordance with the PCR 2015 and under the Open procedure as provided for in the PCR.

This ITT deals with both parts of the Open procedure process (evaluation of Selection Submissions followed by evaluation of Award Submissions). For the avoidance of doubt, Tenderers' Award Submissions will only be assessed if their Selection Submissions have been deemed to "pass".

This ITT is being provided on the same basis to all Tenderers.

6. Selection (Pass/Fail)

Each Tender will be evaluated in the first instance (and on the basis of the Selection Submission) against a set of selection criteria set out in Part II to assess:

- Whether the Tenderer shall be treated as ineligible to bid as a result of having been convicted of any prescribed offences or for any other prescribed reason;
- Whether the Tenderer meets the minimum requirements of economic and financial standing
- Whether the Tenderer meets the minimum standards required in the selection questions



- in accordance with the provisions of Regulations 57, 58 and 60 of the PCR as appropriate and relevant.

The assessment of the minimum requirements and standards will be conducted on a Pass / Fail basis. Those Tenderers that receive a "Fail" for the Selection Stage, will not have their Award Submission assessed.

7. Award

Tenders that meet the minimum requirements and standards at the **Selection Stage** will then be assessed against the **Award Criteria** set out in this ITT.

Contract award will be made on the basis of most economically advantageous tender (MEAT), subject to Contracting Authority's right to reject abnormally low tenders.

8. Consortia

Tenderers are invited to determine how best to respond to this ITT and whether they bid as a single contractor, as a consortium, or any alternative bidding structure as may be described in this ITT. In the event that a Tenderer is a consortium, joint venture, alliance, special purpose vehicle or similar grouping, the Contracting Authority reserves the right, pursuant to Regulation 19(6) PCR, to require the Tenderers to establish a separate and single legal form if appointed.

Where the Tenderer is a consortium, joint venture, alliance, special purpose vehicle or similar grouping, responses to the following questions should be given in respect of each and every individual member of the Tenderer:

- **PART 1 – SECTION 1 - SUPPLIER INFORMATION**
- **PART 2 – SECTION 2 – GROUNDS FOR MANDATORY EXCLUSION**
- **PART 2 – SECTION 3 – GROUNDS FOR DISCRETIONARY EXCLUSION**

In the case of a Tenderer that is a consortium or joint venture, each member of the consortium or joint venture must pass the selection criteria stipulated within this document in order for that Tenderer to be eligible to be shortlisted to take part in the Award Stage of the Procurement. If one or more of the members fail one or more of the selection criteria stipulated, the Tenderer will be disqualified and ineligible for further consideration in this Procurement.

For the Economic & Financial standing questions, the Tenderer (whether a single organisation or any grouping) can rely on a third party to meet the requirements of this section, for example a parent company, in accordance with the provisions of Regulation 63 of the PCR. If this is the case, the Tenderer and the third party will be jointly and severally responsible for the execution and delivery of the contract and/or there will be a requirement to provide other forms of assurance.

Consortia are requested to note that a single, composite response is to be provided from the consortium in respect of all other questions within the Selection Questionnaire.



In the event of a consortium, joint venture, alliance, special purpose vehicle or similar grouping of contractors submitting an acceptable offer, it will be necessary to provide an undertaking that each company will be jointly responsible for the due performance of the contract.

9. Timetable

An indicative timetable for the Procurement is set out below (this timetable is in no way binding on the Contracting Authority or its advisors). Any significant changes to this proposed programme will be communicated to Tenderers via Atamis:

Event	Indicative Dates
FTS Notice & ITT published	24 th April 2023
Close of clarification period	18 th May 2023
Deadline for receipt of completed Tender	12 noon 1 st June 2023
Issue contract award letters & commencement of Standstill Period	21 st July 2023
Standstill Period End Date	31 st June 2023
Anticipated Mobilisation Period	August 2023
Service Commencement Date	October 2023

The Contracting Authority may in its absolute discretion extend the closing date and time specified above for submission for the Tender.

The Contracting Authority will not consider any Tender which is received later than the time stated above or after such extension has expired, if granted.

The Contracting Authority reserves the right not to respond to any queries raised outside of the Tenderers' clarification period specified above.

10. Tender Acknowledgment in Atamis

Tenderers must accept the tender invitation within Atamis. If the Tenderer subsequently elects not to bid, then the tender must be declined in Atamis. The Contracting Authority may contact the companies who do not elect to bid for feedback regarding their decision.



11. Clarifications

As part of the evaluation of Tenders, Tenderers may be required to answer specific clarification questions relating to their Tender. Such requests are not an opportunity for Tenderers to add to, amend or materially change their Tenders and further written information may be requested only for the purposes of clarification of the information contained within the formal written Tender. Any attempts by Tenderers to use such requests to amend or vary Tenders, except for the purposes of responding to specific clarifications, may render those responses invalid and therefore you will be excluded from the competition.

12. Submission Requirements

Tender responses must be returned via Atamis by 12 noon on 1st June 2023.

The person signing the Tender must have the authority to commit to all of the provisions of the Tender, fully recognising that the Contracting Authority has the right to make an award of the Contract without further discussion.

The Tenderer must ensure that responses to all Selection questions and Award questions comply with the following instructions:

- Written in English
- Use A4 sized paper (where appropriate);
- Use text or other pictorial response as appropriate (e.g. flow-charts, diagrams, pictures);
- That each page clearly marked by way of header to:
- Identify the Tenderer; and
- Identify the question to which the response on that page refers.
- Comply with the response requirements for each question:
- Be free of general promotional materials.
- Where any question allows for the provision of supporting or supplementary information, Tenderers shall employ an appropriate system of headings and referencing to make navigation as straightforward as possible and link directly back to the numbering system used by the Contracting Authority in the Selection question / Award question (as appropriate).
- In respect of individual responses to questions, ensure that the response is self-contained and does not seek to rely upon cross-referencing to responses provided in respect of other Selection questions / Award questions (as appropriate). Unless otherwise stated, no account will be taken in the evaluation of the response to a particular question of information contained in a response or responses to other questions.
- Tenderers should answer all Selection questions and all Award questions as accurately and concisely as possible. In this regard the response to certain questions in the Selection Submission and Award Submissions may be subject to stipulated number or page limits. These limits are identified as appropriate throughout the Selection Submission and Award Submission. Tenderers should note that



in the event that a Tenderer exceeds any stipulated word, or page count limit, the Contracting Authority will evaluate only until the limit is reached. Any words or pages in excess of the limits will therefore not be considered as part of the evaluation.

- In the unlikely event that a Tenderer does not consider a question to be relevant to it, the Tenderer must seek guidance from the Contracting Authority via Atamis in accordance with the clarification process, noting in particular the deadline for submission of clarification questions.
- Failure to respond to any part or questions within the Tender submission may render a Tenderer's Tender Submission non-compliant.

Any supporting evidence provided in response to a question is not required to comply with the formatting requirements set out above. However, Tenderers are asked to ensure that any supplementary documents submitted are in English, relevant to the question asked and comply with the response requirements for that question. Where there are no response requirements for a particular question, then supplementary documentation should be kept to a minimum. Tenderers should not submit extraneous information, such as information that has not been specifically requested in the relevant Selection question or Award questions including, for example, sales and marketing literature. If such literature is submitted, it will be disregarded.

13. Enquiries

Tenderers are required to include a single point of contact in their organisation for their Tender. The Contracting Authority will not be responsible for contacting the Tenderer through any route other than the nominated contact and will only use the Atamis messaging system for this purpose. The Tenderer must therefore undertake to notify any changes relating to the contact promptly.

Tenderers may clarify issues arising out of this ITT in the period stated, following which no further clarification will be possible. All clarifications must be submitted through the messaging system in Atamis.

Tenderers should note that save for in circumstances where the Tenderer demonstrates to the Contracting Authority's satisfaction that the response to an enquiry relates to a commercially confidential matter, the Contracting Authority will copy the response to all Tenderers and interested parties via Atamis.

The Contracting Authority may request that Tenderers clarify specific elements of their Tender in writing. Any such clarification received shall then be added to that Tenderer's response for the purposes of the evaluation and, should that Tenderer be successful, the basis of their appointment.

14. Terms Applicable to this ITT

Right to reject and/or disqualify

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

the Tender (or any part thereof) is submitted late, is completed incorrectly, is incomplete or fails to meet the Contracting Authority's submission requirements which have been notified to Tenderers in this ITT.

the Tenderer and/or any of its Key Subcontractors is/are unable to satisfy the terms of Regulation 57 of the PCR at any stage during the tender process.



Following submission of the Tender, there is a material change in identity, control, financial standing or other factor impacting on the selection affecting the Tenderer and/or its Key sub-contractors;

the Tenderer is unable to demonstrate their financial capacity for delivery of Contract against the Selection Questionnaire financial assessment;

the Tenderer and/or any of its Key Subcontractors is/are guilty of serious misrepresentation in relation to its application and/or the Procurement.

any Tenderer or any of its Key Subcontractors directly or indirectly canvasses or offers or agrees to offer any gift or consideration to any member, officer or agent of the Contracting Authority as an inducement to bribe or influence the award of the Contract in relation to the Procurement (or any matter pertinent to it);

the Tender is not properly completed, contains other conditions or non-required additions, deletions, significant mistakes, any changes to the scope or any calculating errors; and/or

the Tenderer does not accept the terms and conditions of the attached draft contract provided on the Atamis system.

Note Tenderers may submit clarifications relating to the terms and conditions. If any changes are made to the contract as a result of such clarification questions, NTS will upload a final version of the draft contract agreement onto Atamis to be accepted.

Right to cancel, clarify or vary the Procurement

The Contracting Authority reserves the right to:

- Cancel, clarify or vary the Procurement at any stage.
- Not award the Agreement to the highest ranking Tenderer or otherwise.
- Require a Tenderer to clarify its Tender in writing and/or provide additional information (and failure to respond adequately or by the deadline stipulated shall give the Contracting Authority the right to reject a Tender).
- Amend the terms and conditions of the Procurement.

Costs and expenses

All Tenderers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their Tender and all future stages of the Procurement. Under no circumstances will the Contracting Authority, or any of their advisers, be liable for any costs or expenses borne by the Tenderer or any of its Key Subcontractors or advisers in this Procurement (including as a result of cancellation of the Procurement under this Paragraph 14.

The Contracting Authority shall have no liability whatsoever to any Tenderer in relation to the outcome of the tendering including for any indirect loss, loss of profit or other economic loss incurred by any Tenderer.

Tenderers to inform themselves fully

This ITT (including all its appendices, attachments and schedules), and any document located on the Atamis system, has been prepared on behalf of the Contracting Authority for the sole purpose of enabling Tenderers to submit Tenders to the Contracting Authority. No guarantee can be given, however, and no



representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain all information which it deems necessary or desirable for the preparation of its Tender. Information may be obtained via the Contracting Authority through the clarification question process or obtained by the Tenderer itself at its own expense. Neither the Contracting Authority nor any of its professional advisors accepts any liability, which might result from any inaccuracy of or omission from any such information.

Conflicts of interest

The Contracting Authority is concerned to avoid actual, potential or perceived conflicts of interest. In particular (but without limitation), Tenderers should note that the Contracting Authority may regard a conflict of interest as arising where:

a Tenderer and/or a member or members of its supply chain have been involved in advising the Contracting Authority on matters relating to the Procurement or in the preparation of documents or information relating to the Procurement;

a staff member from a Tenderer and/or member of its supply chain is related to an employee of the Contracting Authority; and

an adviser, agent or sub-contractor to a Tenderer has previously been an advisor to any other Tenderer or member of any other Tenderer in respect of the Procurement.

Tenderers (or any one or more of their members) are responsible for ensuring that no actual, potential or perceived conflicts of interest exist between themselves and any of their advisory team and the interests of the Contracting Authority. Tenderers must notify the Contracting Authority immediately of any actual, potential or perceived conflict of interest.

The Contracting Authority may put in place measures to address actual or potential conflicts of interest, as necessary.

Tenderers should note that, in accordance with Regulation 57(8)(e) of the PCR, the Contracting Authority reserves the right to disqualify Tenderers and/or any of its Key Subcontractors where there is an actual or potential conflict of interest which cannot be effectively remedied to the Contracting Authority's satisfaction. In doing so, the Contracting Authority will consider Tenderers' responses to the Grounds for Exclusion questions as stated within the Selection Criteria.

Security and confidentiality

This ITT is issued on the basis that all matters referred to in it are strictly confidential. No matter relating to this ITT or its contents, the Procurement and Agreement, or any other information provided by the Contracting Authority to the Tenderer shall be disclosed to any person, company or other legal entity without the prior written consent of the Contracting Authority. Tenderers shall not undertake any publicity activity within any section of the media. The information in this ITT may be made available as strictly necessary in relation to compilation of the Tender, including obtaining any related insurance premium quotations and professional advice. The information may not be used for any other purpose.

Tenderers should ensure that they take steps to maintain such standards of security as are required by the terms of the Agreement in order to prevent unauthorised disclosure of any classified information.

Tenderer's Declaration



The Tenderer must tick the relevant boxes confirming acceptance and compliance with the tender documentation, including the draft contract terms and conditions, or their tender will be rejected.

This will act as confirmation of the Tenderer's adherence to the procurement terms.

Tender Validity

Your Tender should remain open for acceptance for a period of six months. A Tender valid for a shorter period will be rejected.

15. General

Nothing in the terms of any Tender or contractual document shall be construed or have effect as constituting any relationship of employer and employee between the Contracting Authority and any member of the workforce employed in the provision of the scope of the Agreement and each member of such workforce shall at all times be the Tenderer's employee.

The Contracting Authority may disclose detailed information relating to Tenderers' responses to the ITT (whether contained in a Selection Submission or Award Submission) to the Contracting Authority's members, directors, officers, employees, agents or advisers and they may make Tenderers' written responses available for private inspection by the Contracting Authority's members, directors, officers, employees, agents, advisers or NDA. The Contracting Authority also has transparency obligations and therefore will publish certain information about any award on Find a Tender and Contracts Finder, as appropriate.

The Contracting Authority also reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses. Should Tenderers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Tenderers" and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers. The ultimate decision regarding confidentiality shall be taken by the Contracting Authority. Subject to the provisions of this document, the Contracting Authority will act reasonably as regards the protection of commercially sensitive information relating to the Tenderer.

The Contracting Authority further reserves the right to publicise or otherwise disclose to any third party, information in relation to the Procurement, the selection of the long or short list of Tenderers (including details of their respective members, sub-contractors, representatives, advisers, consultants, servants or agents), the Procurement in general or the award of the Contract at any time.

Tenders shall be valid for a period of 6 months from the last date for submission of Tenders.

On allocation of the Agreement the successful Tenderer will make themselves aware of the local conditions applicable to the Agreement, including but not limited to the hours of working, local access to any Contracting Authority site and any particular restrictions on modes of working. This will be at the discretion and to the satisfaction of the Contracting Authority or where relevant. If the Tenderer believes that information regarding local conditions is not present, they should request such information from the Contracting Authority.

The Contracting Authority shall not be liable for any act or omission of a Tenderer in breach of such conditions.



The Contracting Authority reserves the right to utilise the Competition & Markets Authority 'Screening for Cartels' tool following identification of the preferred Tenderer(s). The tool enables the Contracting Authority to screen tender data and identify potentially unusual behaviour and pricing patterns. Following use of the tool, the Contracting Authority may issue questions to relevant Tenderers regarding their Tender submission. Further details about the tool are available here:

<https://www.gov.uk/government/publications/screening-for-cartels-tool-for-procurers/about-the-cartel-screening-tool>

16. Freedom of Information

The Contracting Authority is committed to 'Open Government' and to meeting the NDA's legal responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The NDA may require the Contracting Authority to provide certain information in its publication scheme, which the NDA maintains under the Act.

If a Tenderer considers that any of the information included in its Tender is commercially sensitive, it should identify which it is and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the Contracting Authority might in any event be required to disclose it under the Act if a request is received.

Tenderers should also note that the receipt of any material marked 'Confidential' or its equivalent by the Contracting Authority should not be taken to mean that the Contracting Authority accepts any duty of confidence by virtue of that marking.

Variants

As indicated in the Contract Notice the Contracting Authority will not accept any offers which contain variants on the requirements set out in this ITT.

17. Third Parties

Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

18. Applicable law

The law of England and Wales is applicable to this Procurement. The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.





PART II - INSTRUCTIONS FOR COMPLETION OF THE SELECTION SUBMISSION

19. General Guidance on Selection Submission

Tenderers are invited to complete the Selection Questionnaire and to submit it, together with any requested supporting information and completed appendices, in accordance with the requirements of this ITT and by the due date for return.

Tenderers are required to respond to all Selection questions (i.e. the Selection Questionnaire) set out in Atamis.

The Selection questions must be answered by the Tenderer and each of the Tenderer's Key Subcontractors and in the case of a consortia.

Selection Submissions will be checked for completeness and compliance before evaluation commences.

Some Selection questions require a full narrative response and/or documentation to be uploaded. Other questions permit Tenderers to self-certify, typically via "Yes/No" options.

If a Tenderer is named preferred bidder following completion of the evaluation process, then prior to entering into the Contract the Contracting Authority will request all information that was self-certified at Selection Stage. This information will be checked to ensure that the self-certification responses given at Selection Stage can be substantiated. If the Tenderer is not able to provide valid and accurate information to underpin their self-certification responses, then the Contracting Authority reserves the right to withdraw preferred bidder status.

The Contracting Authority reserves the right to request evidence for any of the Selection questions sooner if it is deemed necessary to ensure proper conduct of the procurement procedure.

20. Selection Criteria

Each Tenderer will be evaluated against the selection criteria. The methodology for the selection criteria is set out in Appendix 2. With completion of the Selection Questionnaire and utilising as part of that assessment the information provided, the Contracting Authority will assess whether:

- the Tenderer has been convicted of any prescribed offences or committed any prohibited acts which renders them as ineligible for consideration (Regulation 57);
- the Tenderer meets the minimum standards of economic and financial standing required by the Contracting Authority; and
- the Tenderer meets the minimum standards of technical or professional ability required by the Contracting Authority in order for it to undertake the requirements of the Procurement.

In order to pass the selection criteria and therefore proceed to the Award Stage of the Procurement, there are a number of minimum requirements to be met, which are expressed as pass/fail questions within the Selection Questionnaire. A Tenderer will fail if any part receives a "Fail" in response to a "Pass/Fail" question.

The evaluation methodology for each of these questions is contained within the Selection Questionnaire guidance in Appendix 2.



Those Tenderers that do not meet the minimum requirements and standards, as detailed in these instructions, will not progress to the Award Submission review stage.

In the event that Tenderers are not rendered ineligible from further participation by any acts or offences in Sections 2 and 3, the following selection criteria will be applied as follows:

SQ Sections	Evaluation Method
Part 1: Supplier Information	Information Only
Part 2: Grounds for Mandatory Exclusion	Pass/Fail
Part 2: Grounds for Discretionary Exclusion	Pass/Fail
Part 3: Economic and Financial Standing	Pass/Fail
Part 3: Technical and Professional Ability	Pass/Fail
Part 3: Insurance	Pass/Fail
Part 3: Data Protection	Pass/Fail
Part 3: Health and Safety	Pass/Fail

- 1.1. The commercial and self-certification sections will be assessed by the commercial evaluator. All remaining sections will be assessed by the relevant technical subject matter experts.

21. Scoring – Selection Submissions

2.

2.1. Selection Stage Pass Requirements

All sections will be assessed in accordance with the Pass/Fail definitions in Appendix 2.



PART III - INSTRUCTIONS FOR COMPLETION OF THE AWARD SUBMISSION

22. Award Submission

Tenderers are required to complete the Award Submission and to submit it at the same time as the SQ response, together with any requested supporting information and completed appendices, in accordance with the requirements of this ITT by the due date for return.

Tenderers are required to provide full responses to all of the award questions and complete all of the forms set out in this Part III and in Appendix 3 to this ITT in Atamis.

Tenderers must attach a response to all the individual technical questions in Atamis and upload the price schedule to be completed and download back into Atamis.

The information supplied will be checked for completeness and compliance before Award Submissions are evaluated.

The contract terms & conditions will be required to be accepted otherwise your tender will not be eligible for the award phase.



23. Award Criteria

The Contracting Authority will evaluate those Tenders passing the Selection Stage against the Award Criteria with a view to identifying the most economically advantageous tender (MEAT) for the Contracting Authority's requirements.

3.

3.1. The award criteria, categorised into technical and commercial elements as explained in the award criteria table below:

Award Criteria	Award Sub-criteria	Question Reference	Individual Weighting	Section Weighting
Technical	Meeting the requirements	TEC01	10%	20%
		TEC02	10%	
	People & Resource	TEC03	10%	20%
		TEC04	10%	
	Mobilisation	TEC05	10%	10%
	Risk Management	RISK01	5%	5%
	HSEQ	HSEQ01	10%	10%
		HSEQ02	Pass/Fail	
	Social Value	SOCVAL01	5%	5%
Technical Total			70%	
Commercial	Pricing	FRR001	30%	30%
Commercial Total			30%	
Grand Total			100%	

- 3.2. The technical and commercial response will be evaluated separately, and each Evaluation Team Member will initially assess the submissions independently. Following the independent evaluations, moderation meetings will be convened to agree final scores.
- 3.3. Scores will be assigned per question.
- 3.4. The acceptability of the Award Submissions will be assessed and scored on the basis of the above weightings.



24. Technical Evaluation

4.

4.1. The following scoring matrix will be used by the evaluators to score the technical question:

Score	Interpretation
4	<p>The Bidder provides a good or excellent response in addressing all criteria (the Key Criteria, along with all Additional Criteria in the question and any additional points the Bidder considers relevant) of the question with a good or excellent level of detail;</p> <p>And</p> <p>provides a good or excellent level of evidence, Explanations, proposals or other information which fully supports the Bidder's response;</p> <p>And</p> <p>includes some value adding benefits and exceeds some of the required criteria in a way which is relevant to the Contract and would be beneficial to INS;</p> <p>And</p> <p>provides INS with an excellent level of assurance that the Bidder can deliver all of the requirements of the Contract to an good or excellent level.</p>
3	<p>The Bidder provides a good response and addresses all of the Key Criteria along with a majority of the other Additional Criteria to a good level of detail;</p> <p>And</p> <p>provides a good level of evidence, Explanations, proposals or other information which fully supports the Bidder's response;</p> <p>And</p> <p>has no shortcomings, or minor shortcomings which should not have a material impact on service delivery, and is consistent with other areas of the Bidder's response;</p> <p>And</p> <p>provides INS with a good level of assurance that the Bidder can deliver all of the requirements of the Contract to a good level.</p> <p>And</p> <p>The Bidder makes no proposals for value added benefits or the Bidder may have included some proposals for value adding benefits however the proposals lack sufficient detail, relevance or benefit to INS to achieve a score of 4.</p>
2	<p>The Bidder provides a generally satisfactory response, addressing some or all of the Key Criteria of the question in satisfactory detail; but does not provide sufficient evidence. Explanations, proposals, or other information in support of the response in all of the points they have covered does not provide the Contracting Authority with a sufficient level of assurance that the Bidder can deliver the requirements of the Contract;</p> <p>And/or</p>



	there are significant shortcomings which may have a material impact on service delivery, or inconsistencies with other areas of the Bidder's response.
1	<p>The Bidder provides a poor response which fails to address some or all of the Key Criteria of the question;</p> <p>And/or some elements of the response lack adequate detail;</p> <p>And/or contains significant shortcomings;</p> <p>And/or is inconsistent with other aspects of their response to this question provided by the Bidder;</p> <p>And/or fails to provide any or sufficient evidence, Explanations, proposals or other information in support of the Bidder's response.</p>
0	<p>The Bidder's response does not meet any of the specific needs of the Contract as required by the question and is unacceptable or provides an irrelevant response.</p> <p>Or</p> <p>The Bidder has not answered the question.</p>

25. Technical Scoring Methodology

Each technical response will be scored between 0-4 and converted into a percentage and multiplied by the question weighting to give a weighted score. The scores added together to give a total weighted score.

Example: A raw score of **3** on a 10% weighting will be converted into a weighted score as follows:

$$\frac{\text{Given score}}{\text{Maximum possible score (4)}} \times 100 \times \text{weighting \%}$$

$$3/4 = 0.75$$

$$0.75 \times 100 = 75$$

$$75 \times 0.10 = 7.5$$

If all technical questions received the maximum score of **4** then this would result in a total weighted score of **70**.

Score values will be rounded up to 2 decimal places, if required.

26. Pricing Explained

The pricing schedules are designed to facilitate multiple different pricing mechanisms from the discipline rates table.



ALL prices must be provided in GBP £ and exclusive of VAT.

27. Price Evaluation

Each individual rate will be evaluated separately with the lowest technically compliant overall price value to attract the full 100%. The scores of the remaining technically compliant tenders will be factored so that they are awarded a percentage score which takes into account their scores relative to that of the total lowest price tender.

Pricing will be assessed against the lowest price submitted for the overall pricing schedule. The Tenderer offering the lowest technically compliant price shall receive the highest percentage score for this section. The scores of the remaining technically compliant tenders will be factored so that they are awarded a percentage score which takes into account their scores relative to that of the lowest price tender.

The formula used to calculate a score for the pricing will be:

$$\frac{\text{Lowest price}}{\text{Price}} \times 100 \times \text{weighting \%}$$

Abnormally low offers will be dealt with in accordance with Regulation 69 of the PCR. The Contracting Authority will require an explanation of the price where an offer appears to be abnormally low and will assess the information provided in consultation with the Tenderer. The Contracting Authority reserves the right to reject that offer upon taking into account any explanation of the offer or those parts considered to be abnormally low, together with any evidence provided and verifying the offer or those parts of the offer which are abnormally low with the Tenderer.

28. Price Schedule & Submission Requirement

The Price Schedules **must not** be amended in any way.

All yellow cells in the Price Schedules must be completed. If a tenderer fails to provide a value in the appropriate yellow cell, the Contracting Authority has the right to reject your offer.

The price submission must not be subject to caveats and or assumptions, failure to comply will give the right for the Contracting Authority to reject your offer.

29. Overall Score

Following moderation, the final weighted scores for Commercial & Technical will be added together to form the Tenderer's total score.

In the event that the Contracting Authority determines that it wishes to award the contract, any award will be subject to:

All necessary internal and external approvals being granted;

Expiry of the Standstill Period; and

Completion of the form of contractual documentation;



30. Tender Scoring – Worked Example

The following tables demonstrate how the individual elements will be scored for three example suppliers and further explain how the overall score is achieved:

Technical

Each criterion is scored out of 4 in line with the guidance. Following the raw score being achieved, the weighting is applied based on the principle that:

1. 10% weighting will require a multiplier of 0.1 applied;
2. 20% will require a multiplier of 2;
3. 30 % will require a multiplier of 3 and so on.

Example –

A raw score of 4 on a 10% weighting will be converted into a weighted score as follows: $4/4 \times 100 \times \text{Weighting \%}$, as set out in Section 25.

(Example purposes only)

Technical sub-criteria Ref.	Weightings applied	Company A		Company B		Company C	
		Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
A1	20%	3	15.00	4	20.00	3	15.00
A2	20%	3	15.00	3	15.00	3	15.00
A3	5%	4	5.00	4	5.00	3	3.75
A4	10%	4	10.00	3	7.50	4	10.00
A5	15%	3	11.25	2	7.50	4	15.00
			56.25		55.00		58.75

30.1. Commercial - Pricing

The scoring for the element of the pricing requirement within the Price schedule is scored comparatively against each Tenderer's response. The lowest price would be identified and then the other compliant prices are scored against the formula in section 27.

Example

A raw score of 4 on the 30% weighting will be converted into a weighted score as follows: $4 \times 0.3 = 1.20$

Commercial sub-criteria Ref.	Weightings applied	Company A		Company B		Company C	
		Price	Weighted Score	Price	Weighted Score	Price	Weighted Score
P1	30%	40	30/40 *100 *30% =22.50	35	30/35 *100 *30% =25.71	30	30/30 *100 *30 =30.00
			22.50		25.71		30.00

30.2. Total Scores



The Total Technical Weighted Score is then added to the Total Commercial Weighted Score for each Tenderer to produce the Total Weighted Score forming the final evaluation scores to ascertain the most economically advantageous tender (MEAT):

	Company A	Company B	Company C
Total Technical Weighted Score	56.25	55.00	58.75
Total Commercial - Pricing Weighted Score	22.50	25.71	30.00
TOTAL WEIGHTED SCORE	78.75	80.71	88.75

The Most Economically Advantageous Tender (MEAT) will be the Tenderer with the highest Total Weighted Score in accordance with the scoring criteria and methodologies set out in this.

Based on the example set out above, Company C would be awarded the Contract on the highest Total Weighted Score; Company B was second placed and Company A was third place.

Appendix 1 – Tender Requirements Summary

This Appendix summarises the Tender requirements and the instructions as to how to complete each requirement:

Requirement	Instruction
Selection Submission	Answer the Selection questions (SQ) in Atamis and upload to the relevant question on Atamis.
Award Submission	Answer the Technical Award questions that appear in Atamis and upload your response to the relevant question.
Pricing Schedule	Complete fully all the pricing schedules and tabs contained in the excel spreadsheet and download back into Atamis as part of your tender submission.

Appendix 2 – Selection Criteria Guidance

Please visit the following site for the latest guidance on completing the Selection Questionnaire:

[PPN 03/23: Standard Selection Questionnaire \(SQ\) - GOV.UK \(www.gov.uk\)](#)

Appendix 3 – Award Criteria Guidance

The Award Criteria will be evaluated as follows:

Technical Criteria

The technical criteria will be evaluated as stated in Part III.

Commercial Criteria

The Commercial criteria will be evaluated as stated within Section 'Price Evaluation'.

Excepting those items identified under the Agreement as "to be supplied by the Contracting Authority", the Tenderer shall include in its Tender and shall bear under the Agreement all costs required to fulfil the obligations of the Procurement.

The following is a non-exclusive list of those items which the Tenderer is expected to bear the cost of and consequently be reflected within the tendered price:

Travel disbursements.

All applicable taxes of whatever character and description, with the exception of value added tax which will be added as appropriate to the charges included in the Tender.

All necessary plant and equipment necessary to deliver the Procurement.

Your price submission in this tender will form the basis for future pricing.

Appendix 4 – Technical Award Questionnaire

Technical Response

Your response will be required to be uploaded within the individual question in Atamis

Meeting	Question	Specifics to cover	Instructions	Weighting
Meeting the Requirements – 20%	TEC01 - Demonstrate how you will meet the key requirements of the specification to deliver operational availability of assets to meet customer demand.	<p>a) Set out your proposed approach to meeting the RHTT operational requirements, explaining:</p> <ul style="list-style-type: none"> (i) how treatment specification and variations will be managed and successfully delivered (ii) the systems you intend to use to facilitate the Operator being located in the forward-facing rear locomotive cab during RHTT Operations (iii) your approach to compliantly performing train preparation and shunting duties in accordance with group standards. <p>(b) Explain your approach to completing the maintenance of :</p> <ul style="list-style-type: none"> (i) RHTT wagons and associated equipment; and (ii) Snowploughs. <p>Your response should also explain how any arising work will be managed to ensure availability of assets meets contractual and customer demands.</p> <p>c) Explain how you will effectively manage:</p> <ul style="list-style-type: none"> (i) parts/materials and consumables at physical locations through a third party asset management system such as FAMS or equivalent, to successfully deliver all maintenance activities; (ii) the timely replenishment of consumables for RHTT equipment. (iii) site mobilisation/demobilisation for RHTT services. 	<p>0-4</p> <p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p> <p>Page Limit – 10x A4 Pages (Atamis limit 28,000 characters)</p> <p>The response requires a minimum score of 3 to be deemed a compliant tender.</p>	<p>10%</p> <p>This question is worth 10% of the total weighting</p>
	TEC02 - Demonstrate how you will manage the engineering challenges and risks.	<p>a) Identify and describe the envisaged technical and engineering challenges and risks of maintaining the RHTT equipment/wagons and Snowploughs, explaining how such challenges and risks will be managed and mitigated to ensure availability of assets meets contractual and customer demand.</p>	<p>0-4</p> <p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p> <p>Page Limit – 5x A4 Pages (Atamis limit 14,000 characters)</p>	<p>10%</p> <p>This question is worth 10% of the total weighting</p>
People and Resources	TEC03 - Demonstrate your proposed organisational structure is appropriate and	In your response you should address the following:	0-4	10%

	sufficiently resourced to deliver the services?	<p>a) The Tenderer should provide a detailed organogram of the relevant structure relating to this contract. The organogram should detail:</p> <ul style="list-style-type: none"> • Details of Job Titles • Details of reporting structure <p>b) The tenderer must explain how contingency is in place to sufficiently resource the scope of work.</p> <p>c) Provide CVs as attachments of proposed key personnel (CVs not exceeding 2 pages each), whilst determining:</p> <p>(i) What constitutes Key Personnel for this project.</p> <p>(ii) Details of relevant qualifications.</p>	<p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p> <p>Page Limit – 5x A4 Pages (Atamis limit 14,000 characters), not including CVs</p> <p>CVs must not exceed 2 pages each</p>	This question is worth 10% of the total weighting
	TEC04 - Demonstrate that your proposed key personnel & resource are sufficiently qualified and experienced to deliver the services, including your capacity and availability of key resource proposed for this contract?	<p>Your response should address the following:</p> <p>a) Your capacity and availability of SQEP resources that would provide the services to Direct Rail Services Limited including contingency arrangements and detailing the type and number of staff you will provide to deliver services under this agreement, clearly identifying the percentage of time they will be allocated to this agreement.</p> <p>b) Your key resource & personnel are sufficiently qualified and experienced to deliver the services and demonstration of capability through providing a skills and competency matrix, and your competency management procedure.</p> <p>c) Demonstrate investment in and ability to recruit, retain and develop staff whilst improving capability, competence and efficiency of your workforce. Demonstrate how your recruitment process provides the necessary assurance that you employ suitably skilled and competent staff.</p>	<p>0-4</p> <p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p> <p>Page Limit – 5x A4 pages (Atamis limit 14,000 characters)</p>	<p>10%</p> <p>This question is worth 10% of the total weighting</p>
Mobilisation	TEC05 - Describe how your organisation will accommodate the mobilisation associated with contract award, ensuring security of supply and service during the implementation period and how any new processes will be implemented.	<p>Your response should address the following:</p> <p>The Tenderer must provide a detailed implementation plan demonstrating:</p> <p>a) The tenderer's understanding of the 'current state', defined in the specification document and how the solution will achieve successful delivery without a significant dip in performance.</p>	<p>0-4</p> <p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p>	10%

		<p>b) A detailed plan of each activity identified to mobilise and deliver this solution</p> <p>c) Timescales which should be realistic and achievable</p> <p>d) Roles and responsibilities including activity owner Interdependencies and relationships between each activity detailed within the plans.</p> <p>e) Demonstrate control over the implementation phase</p> <p>f) Understanding of key milestones required to successfully mobilise</p> <p>g) consideration of risks and opportunities in relation to the mobilisation plan</p>	<p>Page Limit – 10x A4 Pages (Atamis limit 28,000 characters)</p>	<p>This question is worth 10% of the total weighting</p>
Risk Management	<p>RISK01 – Please provide details on how you will approach risk management from contract commencement through to contract completion?</p>	<p>The Tenderer must demonstrate their ability to manage risk through the Contract Period. They should include, but not be limited to:</p> <p>a) the top 10 key risks associated with this contract and its implementation</p> <p>b) identify all mitigation measures that can be applied to reduce all perceived risks including business continuity arrangements.</p> <p>c) outline how probability to level of risk in a risk register is applied and explain the reality of the risks.</p> <p>d) consideration of risks and opportunities in relation to the mobilisation plan</p> <p>e) identification of risks beyond your own control and demonstrate how they will be managed, accepted or mitigated?</p>	<p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p> <p>Page Limit – 10x A4 Pages (Atamis limit 28,000 characters)</p>	<p>5%</p> <p>This question is worth 5% of the total weighting</p>
HSEQ	<p>HSEQ01 - Please provide details to demonstrate your approach to HSEQ.</p>	<p>The Tenderer must provide details of their safety management systems/procedures to demonstrate your approach to managing:</p> <p>a) managing safe operations in accordance with GORT3056 Working Manual for Rail Staff - Freight Train Operations and GERT8000 Rule Book.</p> <p>b) managing all aspects of maintenance, operations and periodic inspections for:</p> <p>(i) RHTT wagons and associated equipment: and</p> <p>(ii) Snowploughs</p> <p>c) managing safety at all stabling and maintenance locations including lone working</p>	<p>0-4</p> <p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p> <p>Page Limit – 5x A4 pages (Atamis limit 28,000 characters)</p> <p>The response requires a minimum score of 3 to be deemed a compliant tender.</p>	<p>10%</p> <p>This question is worth 10% of the total weighting</p>

		d) how your systems, procedures and processes align with the required ISO standards stated within the contract and specification		
	HSEQ02 - The Tenderer shall demonstrate they are competent to provide Safety Critical services.	The Tenderer shall complete ITT Annex 4, reference DRS F P 0546 04 Safety Critical Questionnaire. The following Questions <i>are not</i> required to be completed: Section 6 – Cyber Security & Information Assurance Section 8 – Operational Standards, questions 8.1 & 8.2	Pass/Fail	Pass/Fail
Social Value	SOCVAL01 - How will you demonstrate action to support the health and wellbeing, including physical and mental health, of your workforce?	<p>Your response should include:</p> <ul style="list-style-type: none"> ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency 	<p>0-4</p> <p>A score between a 0 and 4 will be applied to your response in line with the evaluation criteria as prescribed in the Scoring Criteria section.</p> <p>Page Limit – 5x A4 pages (Atamis limit 14,000 characters)</p>	<p>5%</p> <p>This question is worth 5% of the total weighting</p>

Appendix 5 - Documents attached to this ITT in Atamis

1. Specification
2. Terms & Conditions
3. Rate Card
4. Safety Critical Questionnaire
5. Form of Tender
6. Collusive Tendering Certificate
7. Canvassed or Solicited Certificate