

**Direct Rail Services**

**Rail Locomotives**

**PROCUREMENT PACK**

**PROJECT REFERENCE: TC20231227**

**CONTRACT NOTICE REFERENCE:**

**DATE: 27/12/2023**

**DPS PERIOD: 8 YEARS**

background

* 1. The purpose of this Procurement is to establish a DPS for the lease of rail Locomotive vehicles. The DPS will consist of one category for all locomotives.
  2. The DPS is a qualification system whereby those who are financially and technically capable of meeting DRS’s leasing requirements are appointed to the DPS. DRS will thereafter invite those appointed to the DPS to participate in short Tender Competitions in order to identify a winner with whom it will enter into a leasing arrangement.
  3. It is intended that the DPS will operate until 26/12/2031.
  4. Whilst DRS cannot guarantee the award of any contracts under this DPS or the quantities of Locomotives to be procured.

NTS

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. 2 NTS Strategy 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. Our work 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.

DRS

* 1. Direct Rail Services Limited is one of the UK’s leading national rail freight operators. With a unique blend of skills and experience, the company offers a comprehensive package of rail transport and related services, tailor-made to match a wide range of exacting customer requirements. DRS’ award-winning UK-wide operations are delivered from a national network of fully equipped depots and facilities, supported by a 24/7 control centre.
  2. DRS was established in 1995 as a lynch pin supplier of transport and associated services to the nuclear industry and is a wholly owned subsidiary of the Nuclear Decommissioning Authority (NDA).In 2021 Nuclear Transport Solutions was formed as a centre of excellence for nuclear transport, packaging, and logistics expertise, which operates DRS and Pacific Nuclear Transport Ltd. Supporting DRS’ core business of delivering safe, secure, and reliable transport services for some of the most sensitive and demanding loads is an ever-expanding portfolio of key rail activities. Strongly focused on customer needs, DRS also provides innovative market-driven solutions to domestic intermodal transport, rail infrastructure support and asset hire market sectors, including a complete train planning package, passenger operations as well as an industry leading third party maintenance service.
  3. Unique amongst UK rail freight businesses, DRS is not only fully accredited to ISO 9001 quality management and ISO 14001 environmental standards but has also achieved the occupational health and safety approval BS OHSAS 18001.
  4. DRS has a uniquely flexible and efficient fleet of locomotives and rolling stock.
  5. Our fleet of Class 88, 68, 66, 57, 37 and 20 locomotives offer unbridled flexibility allowing us to deliver freight services across the network and support both Network Rail and the Train Operating Companies to keep their services running. 2017 saw the introduction of our new Class 88 locomotive, jointly developed with Stadler in Valencia, Spain. This mixed traffic locomotive offers a wide range of performance advantages to our clients as well as delivering the highest standards of efficiency and emissions in the industry. As part of our drive for technical innovation, DRS has developed a fleet of IDA ‘Super’ Lowliner twin platforms. Offering an ultra-low platform height, these deliver 3 key advantages:
* Reduced CO2 and increased fuel efficiency
* More containers for any given train length
* Increased network access and the ability to carry higher height ISO containers across the network
  1. We will be reducing the use of our ‘heritage fleet’ which encompasses the Class 20 and 37 locomotives as we look improve our efficiency and reduce carbon dioxide emissions.
  2. Safety is at the heart of everything we do. DRS is committed to the highest standards of safety in every area and throughout our operations. We have an exemplary record when it comes to ensuring our processes are as safe as they can be and at all times protecting the public, our employees, and our communities. We have our hugely successful Zero Harm campaign which is much more than health and safety but covers our people, assets, and environment. The culture of our organisation is what makes us special and our experience with some of the UK’s most sensitive loads means we have the knowledge and skills to transport any goods to the highest standard.

Further information may be obtained from DRS’s website: https://DRSuk.sharepoint.com/DRS/Forms/AllItems.aspx?id=%2FDRS%2FIntroducing%20DRS%20final%2Epdf&parent=%2FDRS

* 1. Direct Rail Services Limited (DRSL) is a wholly owned subsidiary of the Nuclear Decommissioning Authority (NDA). The company was established in 1995 as a lynch pin supplier of transport and associated services to the nuclear industry.
  2. Today DRS is a profitable and dynamic business that is achieving sustained growth with current turnover levels running at around £80 million a year and employing more than 450 staff.

The Procurement

* 1. This Procurement Pack uses certain defined terms. These are explained in Schedule 1.
  2. The DPS is being established in accordance with Regulation 34 of the PCR2015.

How does the DPS operate?

* 1. The DPS will be a two-stage procedure. Potential Suppliers are able to join the DPS throughout its term.
  2. **STAGE 1:**
     1. The first stage is a due diligence stage. Potential Suppliers are required to complete an SQ to demonstrate that they are have the financial and technical capacity and capability.
     2. Potential Suppliers who “pass” the SQ will be appointed to the relevant category or categories of the DPS. At this stage the Potential Suppliers will become “Qualified Suppliers” for the relevant category or categories.
  3. **STAGE 2:**
     1. The second stage of the DPS involves Tender Competitions. All Qualified Suppliers within the relevant category will be invited to participate. DRS intends that the Tender Competitions will be short and that participation should require only limited time and resources from the Qualified Suppliers. (See 10.2 for more details)
  4. The initial DPS will be opened on 27th December 2023 and it is anticipated that the first cohort of Qualified Suppliers will be appointed to the DPS by 26th January 2024. This is known as “Round 1”. To participate in Round 1 you must apply by the Deadline for Round 1 SQ (see the timescales at 6). Any SQs submitted after the Deadline for Round 1 SQ will be reviewed and assessed as part of Round 2. Round 2 will open on 27th January 2024 and will remain open until 26th December 2031. Once you are appointed under Round 1 or Round 2, you are appointed for the lifetime of the DPS. The only exception is where your circumstances change in such a way that you can no longer remain on the DPS. DRS can discuss this with you if this arises.
  5. The DPS will be administered through the Portal. This is currently the ATAMIS portal. If this changes during the life of the DPS, this reference shall be updated and DRS will notify the Suppliers. Suppliers must upload any Submission through the Portal and must communicate with DRS through the Portal. DRS will issue any Tender Competitions through the Portal.

Potential Suppliers can also apply to be appointed to additional categories by completing a further SQ for the additional category or categories. In order to reduce the administrative burden on Qualified Suppliers, any additional SQ’s will automatically be populated with the information which was provided in the original SQ. The only section that you will need to complete is section 6 of the SQ which examines your capability and capacity to deliver a specific category.

* 1. DRS appreciates that not every Supplier will be familiar with a DPS. It has therefore produced a list of FAQs which it hopes will help Suppliers to understand how the DPS operates.
  2. If a Supplier has any additional questions, these should be uploaded to the Portal.
  3. Whilst DRS recommends that Suppliers review the entire Procurement Pack, in order to be appointed to the DPS, Potential Suppliers are only required to complete the SQ at Schedule 2. For the avoidance of doubt Suppliers are not required to complete Schedule 3 unless or until DRS commences a Tender Competition.

Overview of DPS

**Stage 1, Round 1**

Suppliers apply to join the DPS by submitting an SQ

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**Stage 2**

DRS wishes to procure specific Locomotives. Suppliers will be invited to submit a short tender as a Tender Competition­­­­

Suppliers who pass the SQ are appointed to the DPS

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**Stage 1, Round 2**

DPS re-opened allowing Suppliers to upload an SQ for the lifetime of the DPS (until 10/04/2030)

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Timescales

|  |  |
| --- | --- |
| Upload Contract Notice and make SQ available from Portal | **27/12/2023** |
| Deadline for clarification questions for Round 1 SQs | **19/01/2024** |
| Deadline for Round 1 SQ | **26/01/2024** |
| Suppliers appointed to DPS  (unsuccessful suppliers notified) | **26/01/2024** |
| DPS re-opens | **27/01/2024** |
| DPS closes | **26/12/2031** |

**Conflict of interest**

1. DRS takes conflicts of interest seriously. Suppliers are required to complete a Conflict of Interest Declaration Form available [**here**](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1012346/Annex-A_Conflicts-of-Interest-Declaration-Form.docx). If you consider that there may be a conflict of interest, please inform DRS as soon as possible.

**Queries from Suppliers relating to this Procurement**

* 1. Any queries or requests for clarification about the Procurement must be submitted via the Portal only. For Round 1, these must be submitted no later than the deadline identified at paragraph 7 above. DRS may treat any queries received after this deadline as Round 2 queries and may not respond until the DPS re-opens. There is no time limit for clarifications on the SQ Stage during Round 2. Any time limits applicable to Tender Competitions will be detailed in the Tender Competition documentation. DRS will endeavour to respond to requests received before the deadline for clarification as soon as reasonably practicable.
  2. Where DRS considers any queries or requests for clarification to be of general interest, it may communicate both the query and the response to all Suppliers who have responded. If a Supplier does not wish for a query or response to be disclosed to other Suppliers because it believes the query to be of a commercially confidential nature, it must communicate this and the reason why to DRS. DRS will consider the request but reserves the right to disclose the query and/or the response to other Suppliers. It shall notify the Supplier in advance of disclosing.
  3. It is the responsibility of each Supplier to monitor all clarifications issued by DRS. DRS accepts no liability for any Supplier’s failure to keep abreast of clarifications issued.

**The Portal and Supplier contact point**

* 1. Suppliers will have created a user account when registering for the Portal. The user account will include details of the Supplier’s primary contact point for all communications. It is the sole responsibility of each Supplier to ensure that the contact information it has entered for its organisation on the Portal is accurate and up to date.
  2. DRS will only communicate with the Supplier via the Portal and DRS shall not be responsible for contacting the Supplier via any other means.
  3. If there is a technical issue with the Portal, please inform DRS through the messaging system within the Portal. If the technical issue could impact a submission deadline, Suppliers should also contact DRS Tom Crowe (tom.crowe@ntsglobal.uk) at the earliest opportunity.

EVALUATION

STAGE 1 SQ

* + 1. You will be required to provide some information about your organisation, including its financial position.
    2. You will also be required to provide details of your technical experience.
    3. You need to ensure that you complete each question in the SQ in accordance with Schedule 2 and provide all relevant documentation.
    4. Where information is missing, incomplete or does not comply with our requirements, you may be awarded a “fail”. But you will be given the opportunity to resubmit.
    5. Only Potential Suppliers who “pass” will be appointed to the DPS.

Round 1STAGE 2 Mini-Competition process

* + 1. Stage 2 is a separate stage. DRS will notify Qualified Suppliers upon the commencement of a Stage 2 Tender Competition.
    2. When DRS wishes to lease one or more Locomotives, the Qualified Suppliers will be invited to take part in a Tender Competition.
    3. DRS will issue each Qualified Supplier an ITT comprising a specification and/or brief and a Tender Hire Form (a draft of which is provided at Schedule 3). The contractual terms for each opportunity will be provided by the successful supplier. The Qualified Supplier will be asked to:
       1. confirm that they can meet the stated requirements; and
       2. provide their best price.

Tenders should be “best and final” as there will be no opportunity to negotiate the Hire Contract, the specification or the price. Qualified Suppliers who are unable to provide confirmation will be excluded from the Tender Competition.

* + 1. Qualified Suppliers will normally be given 10 working days to respond to the Tender Competition. Submissions must be uploaded to the Portal by the deadline stated in the Tender Competition.
    2. DRS intends to award the Hire Contract to the lowest priced Qualified Supplier who can meet its requirements. **For the avoidance of doubt, if a Supplier is unable to meet DRS’s requirements it will not be awarded the Hire Contract even if it submits the lowest price.**

SUBMISSION INSTRUCTIONS

1. The following submission instructions apply when Suppliers are submitting either SQs or Tenders:
   1. Suppliers must answer all questions as accurately and concisely as possible. Where a question is not relevant to the Supplier, this should be indicated by selecting "N/A" and providing a supporting explanation as to why such question is not relevant.
   2. Any supporting information (other than the pre-prepared material such as company reports and accounts) provided in response to a question (where requested) should be presented in the same order as the questions and should be clearly marked with the relevant question number as well as the name of the Supplier and, if different, the organisation it refers to. Under no circumstances should the Supplier provide general marketing or other materials. If such literature is submitted, it will be disregarded.
   3. Responses must be inputted directly into the Portal.
   4. Financial information must be stated in pounds sterling.
   5. Where a word or page limit has been stipulated, only the information within this word or page limit will be assessed. Unless expressly stated otherwise, additional information will not be assessed and therefore should not be submitted. This includes any hyperlinks inserted into the Submission. Suppliers should note that DRS will limit any assessment to the stipulated length of any such answer and the remainder of the response will not be considered or assessed.
   6. Text in diagrams will not be included within the word count. However, if a Supplier’s use of words within diagrams is excessive and/or appears intended to circumvent the word count then DRS reserves the right to include it in the word count.
   7. Questions must be answered in English.
   8. In respect of individual question responses, Suppliers should ensure that each response is self-contained and does not seek to rely upon cross-referencing to responses provided in respect of other questions. For the avoidance of doubt, unless otherwise stated, no account will be taken in the assessment of the response to a particular question of information referenced and contained in a response or responses to other questions. This in no way limits DRS's ability to address inconsistencies across answers to the extent that such inconsistencies are identified.
   9. Suppliers should save regularly. For security reasons your access to the Portal will 'time out' if inactive for 20 minutes if you do not click 'Save Draft' within this time. Failure to do so means you risk losing your work.
   10. Please note that when submitting to a question requiring a file attachment only ONE file can be uploaded. Additional files supporting your response MUST be submitted via the ATTACHMENTS tab.
   11. Please 'Validate' your response prior to submitting to ensure that you have completed all of the relevant sections. Please 'Submit' your response once all of the relevant sections have been completed. This will submit your response to DRS.
   12. Please note depending on the time of day and internet traffic, the submission of large electronic files may take some time. The speed at which your Submission is received will also depend on the size of the file and the internet bandwidth available to you. Allow sufficient time when tendering electronically. As a general guide, a simple two page text file should take less than 30 seconds to transmit. A large file (i.e. one approaching 4MB file size) may take several minutes to transmit.
   13. ALL of the Submission MUST be received prior to the Submission deadline. Save in exceptional circumstances out with the control of the Supplier, if your transmission has not been fully received when a deadline is reached, your Submission will be deemed to have missed the deadline. You will receive an online prompt when your Submission has been received.
   14. DRS strongly recommends that Suppliers upload Submissions well in advance of any deadline in order to avoid the risk of a late submission.
   15. DRS may reject as non-compliant any Submission that is not properly completed, that is qualified in any way, or that is not submitted strictly in accordance with its requirements (including any deadlines).

**Clarifications**

1. Following receipt and initial review of each Submission, DRS may need to seek clarifications from Suppliers where information submitted appears to be incomplete or erroneous. In these circumstances, DRS reserves the right to request the Supplier to submit, supplement, clarify or complete the information or documentation provided with the Submission. DRS will make the request via the Portal. Any such clarification received shall then be added to that Supplier’s response for the purposes of the assessment. Where the information is incomplete, inaccurate, or clarifications have not been forthcoming, and the resulting gaps are material and make it impossible to carry out the assessment according to the stated methodology, DRS may determine that these are grounds for the Supplier to be rejected from the Procurement. Where a Supplier asks for a longer period than is provided by DRS to respond to a clarification, this will be considered by DRS in light of the reasons given; and DRS may grant a longer period if it considers that this is reasonable.

Conditions of Procurement

1. The Conditions of Procurement apply at all stages of the Procurement and are contained in the joining agreement in the portal.

**SCHEDULE 1** – DEFINITIONS

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| --- | --- |
| **Defined Term** | **Definition** |
| **"Change of Ownership"** | means a change to the structure, control, composition or ownership of a Supplier and/or one or more of its Members, or a change to the membership of a Supplier which is a Consortium or other such similar group.. |
| **"****Confidential Information"** | means:  the contents of the Procurement Pack;  all information in any of the documents on the Portal;  any answers provided by DRS to any questions asked by a Supplier in relation to the documents on the Portal or in connection with any other aspect of the Procurement;  all information which has either been designated as confidential by DRS in writing or that ought to be considered confidential including commercially sensitive information;  information which relates to the business and affairs of DRS (and its suppliers, service providers, agents, professional advisers and representatives); and  all information which the Supplier receives or obtains as a result of its involvement in the Procurement. |
| **"Consortium"** | means an association of two or more organisations joining together for the purposes of expressing an interest in taking part in the Procurement and who have not formed a legal entity at this point in the Procurement, and Consortia shall be construed accordingly. |
| **"Contract Notice"** | means the contract notice submitted to the UK e-notification service (Find a Tender) for publication. |
| **“DPS” or “Dynamic Purchasing System”** | means the arrangement being established in accordance with Regulation 34 of the PCR for the leasing of rail Locomotives in respect of which Potential Suppliers who “pass” the SQ Stage will be appointed to the DPS. |
| **“DRS”** | means Direct Rail Services, a company incorporated in England and Wales under number 03020822. |
| **“EIR”** | means the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them. |
| **“FOIA”** | means the Freedom of Information Act 2000 and any related guidance and/or codes of practice. |
| **"GSC"** | means government security classifications. |
| **"INS"** | means International Nuclear Services. |
| **“ITT”** | means the invitation to tender pack issued to Qualified Suppliers pursuant to a Tender Competition. |
| **"Member"** | means those persons, firms or companies that are considered to form part of a Supplier as identified in the SQ. |
| **"PCR"** | means the Public Contracts Regulations 2015 (SI 2015 No. 102) as amended and any such successor legislation which may follow to the extent that it applies to the Procurement. |
| **"Portal"** | means the ATAMIS online e-tendering portal used by DRS or such other system as DRS may notify to the Suppliers from time to time. |
| **“****Potential Supplier”** | means a Supplier who has applied to, or would wish to apply to, be appointed to the DPS. |
| **"Prime Contractor"** | means a Supplier which comprises a single lead organisation (person, firm, or company) that has expressed an interest in taking part in the Procurement or that does take part by submitting an SQ. |
| **"Procurement"** | means this procurement process conducted in accordance with the Regulation 34 of the PCR. |
| **"Procurement Pack"** | means the documents issued to Potential Suppliers in connection with the Procurement. |
| **“Qualified Supplier”** | means a Supplier who has been appointed to the DPS. |
| **"Related Organisation"** | means all entities on which the Supplier is seeking to rely on to meet the selection criteria. For example, these could be parent companies, affiliates, associates or Members and/or financial institutions providing a guarantee. |
| **"Round 1"** | means Stage 1 as detailed at 5.2. |
| **"Round 2 "** | means Stage 2 as detailed at 5.3. |
| **"SQ"** | means this selection questionnaire issued by DRS in respect of the Procurement which must be completed by a Potential Supplier seeking appointment to the DPS. |
| **“SQ Stage”** | means Stage 1 of the Procurement that began with the publication of the Contract Notice. |
| **“SQ Submission”** | means a Potential Supplier’s response to the SQ. |
| **“Submission”** | means a Supplier’s response to the SQ or its Tender Submission, as the context requires. |
| **“Supplier”** | means a Potential Supplier or a Qualified Supplier, as the context requires. |
| **Tender Competition** | means Stage 2 during which DRS invites Qualified Bidders to submit a Tender for an individual contract opportunity. |
| **“Tender Hire Form”** | refers to the form to be issued to Qualified Suppliers during a Tender Competition. |
| **“Tender Submission”** | means the Qualified Supplier’s response to a Tender Competition. |
| **“Tender”** | means a Qualified Bidders response to a Tender Competition. |
| **“Locomotive Hire DPS Contract”** | means a contract issued by the Supplier to DRS at the Tender stage. |

SCHEDULE 2 – THE APPLICATION

**GUIDANCE**

1. Introduction

Potential Suppliers who wish to be appointed to the DPS must “pass” the SQ. Where an SQ is deemed to “fail”, the Potential Supplier will be notified by DRS. That Potential Supplier may seek to reapply for appointment to the DPS at any point during which the DPS remains open.

These instructions are provided to assist Potential Suppliers in responding to the SQ. The SQ is contained in the Portal. **Potential Suppliers must respond to SQ within the Portal** and where relevant Appendix 2**.**

This document should be read in conjunction with the Procurement Pack and any other information which has been made available as part of the Procurement.

Potential Suppliers must complete all parts of the SQ, providing all necessary supporting information, before uploading their response onto the Portal.

When applying as part of a group, Consortium, or relying on other entities to pass the SQ, the way the SQ (and the SQ in particular) is filled out is slightly different. For example, DRS will require each entity to complete and pass Parts 1 and 2 of the SQ. Please inform DRS if this applies to your bidding structure.

If a Supplier wishes to be appointed to the DPS for Round 1, it must submit its SQ, on the Portal by no later than 1st May 2022. Late Submissions cannot be accepted. However, once the DPS reopens, Potential Suppliers can apply to the DPS as part of Round 2 at any point during the lifetime of the DPS.

**ASSESSMENT METHODOLOGY**

* 1. This section sets out the process that DRS will use to assess SQs.
  2. SQs must be fully completed. If the SQ has not been completed in accordance with DRS’s requirements, DRS may request that Suppliers clarify their Submission. DRS reserves the right to “fail” Suppliers whose SQ are incomplete.
  3. Questions within the SQ are designated as “For information only” or “pass/fail”.
  4. To “pass” the SQ Stage, a Supplier must receive a “pass” in relation to each section designated as “pass/fail”. Only Suppliers who receive a “pass” will be invited to join the DPS. Please note the following:
  5. Mandatory / discretionary exclusion
     + 1. Responses to the questions in Part 2 (Exclusion Grounds) of the SQ will be assessed as follows:
          1. an SQ Submission will be marked as a 'fail' where a Supplier answers 'Yes' to any of the exclusion questions, subject to the self-cleaning guidance in paragraph 2.6.2 below; and
          2. where a Supplier answers 'Yes' in respect of any of Questions 2.1, 2.3 or 3.1, DRS will consider responses in order to determine if the Supplier should be awarded a “pass” in accordance with the self-cleaning guidance described in paragraph 2.6.2 below.
       2. Self-Cleaning Guidance
          1. If the Supplier declares the existence of any grounds for exclusion (in Part 2 of the SQ), there is an opportunity for the Supplier to explain the background and the measures the Supplier (or relevant responding entity) has taken to rectify the situation (referred to as "self-cleaning").
          2. In these circumstances, Suppliers must demonstrate to DRS's satisfaction that they have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, demonstrate that the Supplier has "self-cleaned" by doing the following:

paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The actions agreed on Deferred Prosecution Agreements may be submitted as evidence of self-cleaning and will be assessed by DRS as described in the following bullet points:

The measures taken will be assessed taking into account the gravity, the circumstances of the criminal offence or misconduct and the action taken. If DRS considers such evidence as sufficient, the Supplier will continue in the Procurement; and

If the Supplier cannot provide evidence of self-cleaning that is acceptable to DRS, it will be excluded from the competition. DRS will provide an explanation to the Supplier setting out the reasons for self-cleaning to be found to be lacking.

* + 1. DRS's decision is final.

**Selection questions assessment**

* + 1. DRS will assess responses provided to question in Part 3 (Selection Questions) in accordance with the evaluation criteria and guidance in Section 3.
  1. DRS will notify Potential Suppliers of the outcome of their SQ.

**SQ Evaluation Criteria AND Weighting**

* 1. This following section sets out the criteria that DRS will use to evaluate the SQ.

Selection Criteria and Weightings

1. With the exception of Part 1, all Parts are assessed on the basis of “pass/fail”. Part 1 is “for information only” and is therefore used to gather general information about the Supplier but not scored. However, a response is required.

|  |  |  |  |
| --- | --- | --- | --- |
| **SQ Section** | **SQ Question** | **Criteria type** | **The minimum 'Pass' requirement (where applicable).** |
| **Part 1 – Potential Supplier Information** | | | |
| 1 – Potential Supplier Information | 1.1 to 1.2 | For information only | For information only. |
| **Part 2 – Exclusion Grounds** | | | |
| 2 - Mandatory Exclusions | 2.1 | Pass/Fail | See paragraphs 2.6 to 2.7 for detailed methodology. |
| 3 – Mandatory Exclusions | 3.1 to 3.2 | Pass/Fail | See paragraphs 2.6 to 2.7 for detailed methodology. |
| 4 – Discretionary Exclusion | 4.1 to 4.3 | Pass/Fail | See paragraphs 2.6 to 2.7 for detailed methodology. |
| **Part 3 – Selection Questions** | | | |
| 5 – Economic and Financial Standing | 5.1 to 5.4 | Pass/Fail | Acceptable responses to the questions asked. |
| 6 – Technical Capability | 6.1 | Pass/Fail | Acceptable responses to the questions asked. |
| 7 – Modern Slavery Act | 7.11 | Pass/Fail | Acceptable responses to the questions asked. |
| 8 – Additional Questions | 8.01 (Environmental Management)  8.02 (Health & Safety)  8.03 (Quality)  8.04 to 8.05 (Security & Cyber)  8.06 (Conunterfeit and Fraud) | Pass/Fail | Acceptable responses to the questions asked. |
| 9 – Additional Questions | 9.1 (Declaration) | Pass/Fail | Acceptable responses to the questions asked. |

FURTHER LEGAL INFORMATION

* 1. Confidentiality and References
  2. DRS reserves the right to seek clarification from Suppliers following the taking up of references.
  3. DRS confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than disclosure to International Nuclear Solutions[[1]](#footnote-1)or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

# **APPENDIX 1**

1. COMMERCIALLY SENSITIVE INFORMATION

Suppliers must notify DRS via the Portal using the template below of any information that they have submitted in their SQ which they consider to be eligible for exemption from disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

In respect of any information submitted by a Supplier that it considers being commercially sensitive, the Supplier should:

* clearly identify which information is considered commercially sensitive;
* explain the potential implications of disclosure of such information; and
* provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.

|  |  |  |
| --- | --- | --- |
| Information Title | Reasons for Exemption/Exception | Additional and Supporting Information |
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SCHEDULE 3 – DRAFT ITT

The Supplier must complete the proposed Mini Competition Response document:

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| --- | --- | --- | --- |
| Question Ref. | Question Detail | Supplier Response | Additional Comments |
| Q1. | Please can you confirm that you are able to provide [XX] [Type] Locomotives on the date required. | [YES/NO] |  |
| Q2. | Please can you provide your costing proposal for the scope defined in this mini competition |  |  |

1. (International Nuclear Services and Direct Rail Services are both part of Nuclear Transport Solutions) [↑](#footnote-ref-1)