



## **Invitation to Tender**

Contract Ref: C14214

Switches and Crossings - Motherwell



Dear Sir/Madam,

**RE: Request for Quotation (RFQ)**

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 on 8<sup>th</sup> September 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.

Thanks,

For and on behalf of International 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

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

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

**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 to provide a lease agreement for locomotives.

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

**Selection Criteria** - 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.

**Tenderer** - means the organisations participating in this procurement exercise.

### 3. Introduction & Background Information

Procurement Title:	New Switches and Crossings Installation at NTS Motherwell Depot
Procurement Structure:	Single supplier
Contracting Authority:	Direct Rail Services Ltd t/a Nuclear Transport Solutions
Contract Type:	Fixed price
Duration:	Until completion of requirements
Basis of Award:	Most Economically Advantageous Tender
Anticipated Value:	£150,000
Contract Terms:	NTS Standard T&Cs (goods and 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 advertised as an open procurement for below-threshold requirements, and as such will be advertised on Contracts Finder.

## 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**

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.

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	14 <sup>th</sup> August 2023
Close of clarification period	28 <sup>th</sup> August 2023
Deadline for receipt of completed Tender	12:00 noon 8 <sup>th</sup> September 2023
Issue contract award letters & commencement of Standstill Period	30 <sup>th</sup> September 2023
Standstill Period End Date	10 <sup>th</sup> October 2023
Anticipated Mobilisation Period	October 2023
Anticipated Contract Start Date	12 <sup>th</sup> October 2023
Deadline for completion of work	October/November 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 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 12:00 noon 8<sup>th</sup> September 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, Tenderer's 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 Procurement.

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

- 19.1. 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.
- 19.2. Tenderers are required to respond to all Selection questions (i.e. the Selection Questionnaire) set out in Atamis.
- 19.3. The Selection questions must be answered by the Tenderer and each of the Tenderer's Key Subcontractors and in the case of a consortia in accordance with 8.
- 19.4. Selection Submissions will be checked for completeness and compliance before evaluation commences.
- 19.5. 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.
- 19.6. 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.
- 19.7. 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).

- 20.1. In order to pass the selection criteria specified in Appendix 2 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.
- 20.2. 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.





- 20.3. 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:

<b>SQ Sections</b>	<b>Evaluation Method</b>
Part 1 (Section 1: Supplier Information)	Information Only
Part 2 (Section 2: Grounds for Mandatory Exclusion)	Pass/Fail
Part 2 (Section 3: Grounds for Discretionary Exclusion)	Pass/Fail

## 21. Scoring – Selection Submissions

### 21.

#### 21.1. 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

#### 22.

- 22.1. 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.
- 22.2. 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.
- 22.3. Tenderers must attach a response to all the individual technical questions in Atamis and upload the price breakdown into Atamis.
- 22.4. The information supplied will be checked for completeness and compliance before Award Submissions are evaluated.
- 22.5. 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.

#### 23.

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

Technical Assessment overall weighting 70%				
Question no	Award Criteria	Section Weighting	Question no	Question weighting
1	Meeting the Requirements	20%	TEC01	15%
			TEC02	15%
2	Timescales	25%	TEC03	10%
3	HSEQ	10%	HSEQ01	15%
			HSEQ02	15%
		Pass/Fail	HSEQ03	Pass/Fail
		Pass/Fail	HSEQ04	Pass/Fail
Commercial Price Assessment overall weighting 30%				
4	Price (fixed price)	30%	N/A	100%



## 24. TECHNICAL EVALUATION

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

Assessment	Score	Interpretation
Good	4	Good demonstration by the Tenderer of the relevant ability, understanding, expertise, skills and/or resource required to provide the services, with evidence to support the response. Such a response identifies factors that may offer added value, with some supporting evidence provided to underpin these proposals. In general, the response would be described as good or better than acceptable.
Acceptable	3	Acceptable demonstration by the Tenderer of the relevant ability, understanding, expertise, skills and/or resource required to provide the services, with evidence to support the response. In general, the response would be described as acceptable, adequate or sufficient.
Minor Reservations	2	Minor reservations regarding the demonstration by the bidder of the relevant ability, understanding, expertise, skills and resources required to provide the services with some evidence to support the response. In general, the response would be described as less than adequate or containing weaknesses.
Major Reservations	1	Major reservations regarding the demonstration by the bidder of the relevant ability, understanding, expertise, skills and resources required to provide the services with some evidence to support the response. In general, the response would be described as lacking merit or containing major weaknesses.
Poor	0	No demonstration by the bidder of the relevant ability, understanding, expertise, skills and resources required to provide the services, with no supporting evidence to support any response. In general, the response would be described as unacceptable or unsatisfactory

## 24. Technical Scoring Methodology

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

**Example:** A raw score of **4** on a 10% weighting will be converted into a weighted score as follows: **4 x 0.10 = 0.40**

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



## 25. Pricing Explained

A fixed price should be provided to cover the full scope of works.

## 26. 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 cost submitted. 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 Pricing Response will be evaluated by scoring the total price (Total Cost) then applying the weighting as follows:

- Lowest priced compliant tender – 4;
- Up to 15% higher – 3;
- Up to 30% higher – 2;
- Up to 45% higher – 1;
- More than 45% higher – 0;

Any price of more than 45% of the lowest total price in the tender will receive a score of 0.

Pricing abnormalities will be clarified, and the resultant response will be reviewed. The Contracting Authority reserves the right to accept or disregard the clarification response and give the appropriate score according to the criteria of this ITT.

**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.

## 27. 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.

## 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.
Price	Please provide a fixed price, with relevant breakdown, for the entire scope of works. Prices must be quoted in GBP.

## Appendix 2 – Selection Criteria Guidance

The Selection Criteria will be evaluated as follows:

### Section 1 – Supplier Information

This section is for Information Only.

### Section 2 - Grounds for mandatory exclusion

If you answer 'Yes' to questions 2.1(a) (i - vi) and 2.3(a) in the Selection Questionnaire, you are required to provide sufficient evidence, in a separate attachment, that provides a summary of the circumstances and any remedial action that has taken place subsequently to effectively "self-cleanse" the situation referred to in that question. This information is requested in questions 2.1(b), 2.2 and 2.3(b) and the responses to these questions will be assessed as Pass/Fail. You have to demonstrate you have taken such remedial action, to the satisfaction of the Contracting Authority in each case. All other questions in this section are for Information Only.

If such evidence is considered by the Contracting Authority (whose decision will be final) as sufficient, the Tenderer concerned shall be assigned a PASS.

In order for the evidence referred to above to be sufficient, you shall, as a minimum, prove that you have;

- 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 measures taken by you shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Contracting Authority to be insufficient, you shall be assigned a FAIL.

The Contracting Authority may exclude Tenderers that do not provide full and accurate information.

### Section 3 - Grounds for discretionary exclusion

If you answer 'Yes' to questions 3.1(a - j) in the Selection Questionnaire, you are required to provide sufficient evidence, in a separate attachment, that provides a summary of the circumstances and any remedial action that has taken place subsequently to effectively "self-cleanse" the situation referred to in that question. This information is requested in question 3.2 and the response will be assessed as Pass/Fail. You have to demonstrate you have taken such remedial action, to the satisfaction of the Authority in each case. All other questions in this section are for Information Only.

If such evidence is considered by the Contracting Authority (whose decision will be final) as sufficient, the Tenderer concerned shall be assigned a PASS.

In order for the evidence referred to above to be sufficient, you shall, as a minimum, prove that you have;

- 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 measures taken by you shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Contracting Authority to be insufficient, you shall be assigned a FAIL.

The Contracting Authority may exclude Tenderers that do not provide full and accurate information.

## **Appendix 3 – Award Criteria Guidance**

The Award Criteria will be evaluated as follows:

### **Technical Criteria**

The technical criteria will be evaluated as stated.

### **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 - Documents attached to this ITT in Atamis**

- Annex 1 – Annex 1 - Scope of Requirements - Switches and Crossings Motherwell
- Annex 2 – Technical Award Criteria
  - Annex 2a – Safety Critical Questionnaire
- Annex 3 – Terms, Conditions and Schedules