



Sellafield Ltd

INVITATION TO TENDER (ITT)

SELLAFIELD LIMITED

INVITATION TO TENDER (ITT)

FOR LEADERSHIP AND BEHAVIOURAL DEVELOPMENT FRAMEWORK

CTM REFERENCE 10065

CONDUCTED IN ACCORDANCE WITH THE OPEN PROCEDURE

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PART I - INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

- 1.1 This ITT invites Tenderers to tender to Sellafield for the provision of a Leadership and Behavioural Development Framework.
- 1.2 This ITT describes the tender process which Sellafield will follow and the methodology it will use to evaluate all Tenders received.
- 1.3 The following definitions apply to this ITT:
 - 1.3.1 Not Used
 - 1.3.2 **Award Submission** - a Tenderer's submission in response to the requirements of Part III of this ITT (together with related appendices);
 - 1.3.3 **Framework Agreement** – the terms and conditions set out in Appendix B6 to this ITT;
 - 1.3.4 **CTM** - the Sellafield Complete Tender Management System;
 - 1.3.5 **ITT** - this Invitation to Tender including the Selection Submission;
 - 1.3.6 **Key Supply Chain Member** - means any subcontractor the Tenderer will be relying on to deliver:-
 - 1.3.6.1 more than 25% by value of the Framework Agreement.
 - 1.3.6.2 not applicable.
 - 1.3.6.3 not applicable.
 - 1.3.6.4 not applicable.
 - 1.3.7 **PCR** means the Public Contracts Regulations 2015 as amended from time to time or any successor thereto;
 - 1.3.8 **Selection Submission** - a Tenderer's submission in response to the requirements of Part II of this ITT together with related appendices (and

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any reference to “SQ” in any question contained in Appendix A1 shall be read as “Selection Submission”);

1.3.9 **the Procurement** - this process for the acquisition of the services which are the subject of this ITT;

1.3.10 **Sellafield** – Sellafield Limited;

1.3.11 **Tender** – collectively a Tenderer’s Selection Submission and Award Submission; and

1.3.12 **Tenderer** – a person, firm or company that has submitted a Tender.

2. BACKGROUND

The Sellafield site has over 50 years history of reprocessing spent nuclear fuel and this has been the central mission of the site. These activities are now coming to an end with THORP ceasing reprocessing in 2018 and MAGNOX in 2020.

Sellafield Ltd will continue to focus on safe and secure environmental clean-up beyond 2020. However, the operational changes present a number of challenges and opportunities. In order to prepare for this, a Transformation programme has been established with the aim of developing an enterprise business approach. This will enable transformative improvements, so that Sellafield Ltd is recognised both as a leading nuclear enterprise and as a national asset, which offers the government value, opportunity and choices in support of the nuclear industry. The Transformation Plan consists of seven work streams: Supply Chain, Projects, Value Streams, Enterprise Management, Technology and Innovation, Safety and Security, and Leadership and People.

This procurement intends to support the creation and embedding of a high-performance culture through a ‘Leadership and Behavioural Development Framework’. This will offer the leadership, culture, values and behaviours of a high-performance company, responding to the resource and capability required by mission change and efficiency.

3. REQUIREMENT

This Multi supplier framework is for the design, pilot and rollout of training over a three year period with the opportunity to extend by a further year (3+1 year):

- Lot 1: Leadership Development – maximum 5 suppliers
- Lot 2: Behavioural Development – maximum 4 suppliers

An indicative fixed price will be requested for the delivery of a training module and a schedule of rates. The specification is set out at Appendix B7.

4. GENERAL INFORMATION**Process**

- 4.1 The Procurement will be conducted in accordance with the EU treaty principles of transparency, non-discrimination and equal treatment.
- 4.2 The Procurement will be conducted in accordance with the PCR and under the Open procedure.
- 4.3 This ITT deals with both parts of a two-stage process (evaluation of Selection Submissions followed by evaluation of Award Submissions).

Selection

- 4.4 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 Paragraph 5 of Part II to assess:
 - 4.4.1 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;
 - 4.4.2 whether the Tenderer meets the minimum requirements of economic and financial standing; and

4.4.3 whether the Tenderer meets the minimum standards of technical or professional ability in order to undertake the requirements of the Procurement

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

4.5 The assessment of the minimum requirements and standards will be conducted on a pass/fail basis.

4.6 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.

4.7 Subject to compliance with the requirements of this ITT (see Paragraph 7 of this Part I) all Tenderers who meet the minimum requirements and standards, as detailed in these instructions, will have their Award Submissions assessed against the award criteria.

Award

4.8 Tenders will then be assessed against the award criteria set out in this ITT and the award of the Framework Agreement(s) will be made on the basis of the Tender which is the most economically advantageous, subject to Sellafeld's right to reject abnormally low tenders.

Lots

4.9 The Procurement comprises two lots ("Lots"). Tenderers may (subject to the provisions of Paragraph 9 of this Part I) bid for one, or both of the Lots, provided that they pass the selection criteria applicable to each Lot that they express an interest in bidding for, and may be awarded one or both Lots. The Lots are identified in Paragraph 9.2 of this Part I.

4.10 Sellafeld's intention is to award a multiple supplier Framework Agreement(s) in respect of each Lot. However nothing will oblige Sellafeld to award a Framework Agreement for any Lot or Lots.

Collaborative Procurement

4.11 Not Used

Timetable

4.12 An indicative timetable for the Procurement is set out below (for the avoidance of doubt this timetable is in no way binding on Sellafield or its advisors).

Event	Indicative date / Periods
OJEU PIN published	15 th December 2017
Industry Day	23 rd January 2018
OJEU Notice published	28 th March 2018
Close of clarification period (prior to submission of Tenders).	30 th April 2018
Deadline for receipt of completed Tender.	4 th May 2018
Tender (Award) Stage	
Post review clarification period	8 th – 25 th May 2018
Supplier Presentations (if required)	17 th May 2018
Finalise evaluation of Tenders	30 th May 2018
Selection of preferred Tenderer	20 th June 2018
Commencement of Standstill Period	22 nd June 2018
End of Standstill Period	2 nd July 2018

Event	Indicative date / Periods
Framework Agreement(s) award	6 th July 2018
Anticipated expiry of the Framework Agreement(s) subject to any optional extension period being exercised.	5 th July 2022

- 4.13 As part of the evaluation of Tenders, Tenderers may be called for interview in order that their Tenders can be tested and where necessary clarified. Such interviews 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 interviews to amend or vary Tenders, except for the purposes of responding to specific clarifications, may render those Tenders ineligible from further participation.
- 4.14 Sellafeld may in its absolute discretion extend the closing date and time specified above for submission for the Tender. Any extension granted will be published in the Official Journal and advised to and apply to all the Tenderers.
- 4.15 Sellafeld reserves the right not to consider any Tender which is received later than the time stated above or after such extension has expired, if granted.
- 4.16 Sellafeld reserves the right not to respond to any queries raised outside of the Tenderers' clarification period specified above.

5. SUBMISSION REQUIREMENTS

- 5.1 Both CTM electronic and hard copies of Tenders must be returned by 12.00 pm on 4th May 2018 with a hard copy addressed to:

Tina Ashford, Contract Specialist, Banna Court, Westlakes Science Park,
Ingwell Hall, Ingwell Drive Cumbria, CA24 3JZ

In the event of any conflict between the content of a CTM electronic copy of a Tender and a hard copy of a Tender, the CTM electronic copy will take precedence for the purpose of assessment.

- 5.2 1 hard copy of the Submission shall be submitted in a sealed package or envelope, clearly marked "*OFFICIAL – Leadership and Behavioural Development Framework*".
- 5.3 No package or envelope shall bear on the outside any name or mark by which the Tenderer can be identified including any name or mark appearing on the envelope by virtue of the method of delivery, such as Post Office Recorded Delivery or courier.
- 5.4 Tenderers are also requested to supply for each applicable Lot(s):
- 5.4.1 the signed certificates set out at Appendices A2 and B2, B3, B4 and B5 to this ITT
- 5.4.2 Not Used
- 5.5 The person signing the Tender must have the authority to commit to all of the provisions of the Tender, fully recognising that Sellafield has the right to make an award of Contract without further discussion.

6. ENQUIRIES

- 6.1 Tenderers are required to include a single point of contact in their organisation for their Tender. Sellafield will not be responsible for contacting the Tenderer through any route other than the nominated contact and will only use the CTM messaging system for this purpose. The Tenderer must therefore undertake to notify any changes relating to the contact promptly.
- 6.2 Tenderers may clarify issues arising out of this ITT in the period from receipt of this document to 4 days prior to the proposed date for submission of their Tenders, following which no further clarification will be possible.
- 6.3 All clarifications must be submitted using form CFMT 328 (Request for Clarification) and submitted through the messaging system in CTM for the Procurement to the person detailed below:

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Tina Ashford

- 6.4 Tenderers should note that save for in circumstances where the Tenderer demonstrates that the response to an enquiry relates to a commercially confidential matter, Sellafield may copy the response to all Tenderers and interested parties via CTM in accordance with Paragraph 7 of this Part I.
- 6.5 Sellafield 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.

7. TERMS APPLICABLE TO THIS ITT

Tenderers should note that the following terms and conditions also apply to this ITT.

7.1 Right to reject and/or disqualify

Sellafield reserves the right to reject or disqualify a Tenderer and/or any of its Key Supply Chain Members where:

- 7.1.1 the Tender (or any part thereof) is submitted late, is completed incorrectly, is incomplete or fails to meet Sellafield's submission requirements which have been notified to Tenderers in this ITT;
- 7.1.2 the Tenderer and/or any of its Key Supply Chain Members is/are unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Procurement;
- 7.1.3 where, 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 Supply Chain Members;
- 7.1.4 the Tenderer and/or any of its Key Supply Chain Members is/are guilty of serious misrepresentation in relation to its application and/or the Procurement;

- 7.1.5 any Tenderer or any of its Key Supply Chain Members directly or indirectly canvasses or offers or agrees to offer any gift or consideration to any member, officer or agent of Sellafield as an inducement to bribe or influence the award of the Framework Agreement(s) in relation to the Procurement (or any matter pertinent to it);
- 7.1.6 the Tender is not properly completed, contains other conditions or non-required additions, deletions, significant mistakes, any changes to the scope or any calculating errors;
- 7.1.7 the Tenderer does not accept the terms and conditions of the draft Framework Agreement; and/or
- 7.1.8 there are any further requests for clarification from or further submissions are made by a Tenderer after the closing date for submission of Tenders.

7.2 Right to cancel, clarify or vary the Procurement

Sellafield reserves the right to:

- 7.2.1 cancel, clarify or vary the Procurement at any stage;
- 7.2.2 not award any Framework Agreement;
- 7.2.3 require a Tenderer to clarify its Tender in writing and/or provide additional information (and failure to respond adequately or by the deadline stipulated shall give Sellafield the right to reject a Tender); and/ or
- 7.2.4 amend the terms and conditions of the Procurement.

7.3 Costs and expenses

- 7.3.1 All Tenderers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their Tender and all future stages of the Procurement. Under no circumstances will Sellafield, or any of their advisers, be liable for any

costs or expenses borne by the Tenderer or any of its Key Supply Chain Members or advisers in this Procurement (including as a result of cancellation of the Procurement under Paragraph 7.2.1 above).

- 7.3.2 Sellafield shall have no liability whatsoever to any Tenderer in relation to the outcome of the tendering and, for the avoidance of doubt, Sellafield shall not be liable for any loss of profit or other economic loss incurred by any Tenderer.

7.4 Tenderers to inform themselves fully

- 7.4.1 This document (including all its appendices, attachments and schedules), and any document located on the CTM system, has been prepared on behalf of Sellafield for the sole purpose of enabling Tenderers to submit Tenders to Sellafield. 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 for itself at its own expense all information which it deems necessary or desirable for the preparation of its tender. Neither Sellafield nor any of its professional advisors accepts any liability, which might result from any inaccuracy of or omission from any such information.

- 7.4.2 Not Used

- 7.4.3 Not Used

- 7.5 Not used

7.6 Conflicts of interest

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

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

7.6.1.2 a staff member from a Tenderer and/or member of its supply chain is related to an employee of Sellafield.

7.6.2 Sellafield may put in place measures to address actual or potential conflicts of interest, as necessary.

7.6.3 Tenderers should note that, in accordance with Regulation 57(8)(e) of the PCR, Sellafield reserves the right to disqualify Tenderers and/or any of its Key Supply Chain Members where there is an actual or potential conflict of interest which cannot be effectively remedied to Sellafield's satisfaction. In doing so, Sellafield will consider Tenderers' responses to the Part 1, Part 2 and Part 3 of the 'Qualification questionnaire' in CTM reference 6412.

7.7 Not Used

7.8 Health and Safety

7.8.1 In accordance with SLP 3.02.06 Health and Safety will be assessed as part of the evaluation as set out in Part II as a selection criterion (at Paragraph 5 of Part II) and in Part III as an award criterion (at Paragraph 2 of Part III).

7.8.2 Please note:

- (a) the relevant background information is included in CTM in the documents folder titled 'Tender Safety assessment'. This should be used as part of the award process;
- (b) The questions are detailed in selection criterion E, at Paragraph 5 of Part II (Selection) and award criterion 3, at Paragraph 2 of Part III (Award); and
- (c) it shall be a condition of any resulting Framework Agreement that the successful Tenderer complies with Sellafield's safety requirements.

7.9 Security and confidentiality

7.9.1 This ITT is issued on the basis that all matters referred to in it are strictly confidential. No matter relating to this document or its contents or the proposed project shall be disclosed to any person, company or other legal entity without the prior written consent of Sellafield. 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 and shall be immediately returned or destroyed by Tenderers at the request of and as directed by Sellafield (in its absolute discretion).

7.9.2 Tenderers should ensure that they take steps to maintain such standards of security as are required by the conditions of Contract in order to prevent unauthorised disclosure of any classified information. Sellafield requires compliance with the security guidelines set out at Appendix B8 to this ITT at all times.

7.9.3 Not Used

7.9.4 Not Used

7.10 **General**

7.10.1 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 Sellafield and any member of the workforce employed in the provision of the Leadership and Behavioural Development Framework and each member of such workforce shall at all times be the Tenderer's employee.

7.10.2 Sellafield may disclose detailed information relating to Tenderers' responses to the ITT (whether contained in a Selection Submission or Award Submission) to Sellafield's members, directors, officers, employees, agents or advisers and they may make Tenderers' written responses available for private inspection by Sellafield's members, directors, officers, employees, agents or advisers.

7.10.3 Sellafield 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. Subject to the provisions of Paragraph 8 of this Part I below, Sellafield will act reasonably as regards the protection of commercially sensitive information relating to the Tenderer.

7.10.4 ***Incorporation of the Sellafield Ltd Supplementary Terms:*** Tenderers' attention is drawn to the Intellectual Property provisions of the Sellafield Ltd Terms included at Appendix B6. Tenderers are required to ensure that the contractual relationships with their employees are such that they do not conflict with the provisions of the Clause.

7.10.5 Tenders shall be valid for a period of 4 months from the last date for submission of Tenders.

7.10.6 On allocation of a Framework Agreement the successful Tenderer will make themselves aware of the local conditions applicable to that Framework Agreement, including but not limited to the hours of working, local access to any Sellafield site and any particular restrictions on modes of working. This will be at the discretion and to the satisfaction of Sellafield. Sellafield shall not be liable for any act or omission of a Tenderer in breach of such conditions.

7.10.7 Pricing information provided by the Tenderer will be open to scrutiny by Sellafield at any time during the course of the Procurement and during the course of any subsequent Framework Agreement(s) that may arise.

8. FREEDOM OF INFORMATION

8.1 Sellafield is committed to 'Open Government' and to meeting both its own and the NDA's legal responsibilities under the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**). 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. Both Sellafield and the NDA may be required to provide certain information in their respective publication schemes, which they are required to maintain under the Act.

8.2 If a Tenderer considers that any of the information included in its Tender is commercially sensitive, it should identify which it is and explain (in broad

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terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

8.3 Tenderers should be aware that, even where they have indicated that information is commercially sensitive, Sellafield might in any event be required to disclose such information under the FOIA and/or EIR if a request is received.

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

9. PROCUREMENT SPECIFIC MATTERS

Lots

9.1 The Procurement comprises work packages which have been split into separate Lots in respect of which tenders are invited. Tenderers may bid for any one or both Lots.

9.2 The Procurement comprises Two Lots:

Draft Framework Agreement(s)	Expected value
Lot 1 – Leadership Development	£6,000,000
Lot 2 – Behavioural Development	£1,400,000

Total £7,400,000

9.3 The above values are estimates only and Sellafield gives no guarantee as to the actual value of each Lot.

9.4 Each Lot will be procured in accordance with the terms of this ITT.

9.5 Not Used

9.6 Nothing in this ITT requires Sellafield to place a Framework Agreement(s) in respect of any Lots and it reserves its right not to do so.

Frameworks

9.7 A Framework Agreement(s) will be let for each Lot for a period of three years with an optional further one year extension.

9.8 Not Used

9.9 A Framework Agreement let as a consequence of this Procurement will be one of up to five for Lot One and/or one of up to four for Lot Two let to Tenderers and consequently any contracts under it may be awarded:

9.9.1 Not Used

9.9.2 by re-opening competition between the framework providers who are capable of performing the proposed contract upon the basis of the same and where necessary, more precisely formulated terms and where appropriate, the other terms set out in the Framework Agreement and shall award each contract to the framework provider on the basis of the award criteria specified in Appendix G of that Framework Agreement.

10. VARIANTS

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

PART II - INSTRUCTIONS FOR COMPLETION OF THE SELECTION SUBMISSION

1. THE SELECTION SUBMISSION

- 1.1 Tenderers are invited to complete the Selection Submission 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.
- 1.2 All requests for clarification or further information in respect of this Selection Submission should be conveyed via CTM.
- 1.3 No approach of any kind in connection with this Selection Submission should be made to any other person within, or associated with, Sellafield.
- 1.4 This Selection Submission is being provided on the same basis to all Tenderers.
- 1.5 Sellafield expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this Selection Submission.
- 1.6 Sellafield will not reimburse any costs incurred by Tenderers in connection with preparation of their Selection Submission.

2. INSTRUCTIONS FOR COMPLETION

- 2.1 Tenderers should follow the instructions outlined below when completing the Selection Submission.
- 2.2 Tenderers should answer all questions as accurately and concisely as possible. In this regard the response to certain questions in the Selection Submission (and Award Submissions) may be limited. These limits are identified as appropriate throughout the Selection Submission. Tenderers should note that Sellafield will limit any review to the stipulated length of any such answer and the remainder of the response will not be assessed.

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- 2.3 Where a question is not relevant to the Tenderer's organisation, this should be indicated, with an explanation.
- 2.4 Responses and supplementary documents should be provided in English.
- 2.5 The information supplied will be checked for completeness and compliance before Selection Submissions are evaluated.
- 2.6 Selection Submissions will be evaluated in accordance with the criteria set out in Paragraph 5 of this Part II. In the event that none of the Selection Submissions are deemed satisfactory, Sellafield reserves the right to terminate the Procurement.

3. SUBMISSION OF COMPLETED SELECTION SUBMISSIONS

- 3.1 Notwithstanding the provisions of Paragraph 5 of Part I, Tenderers must submit their completed Selection Submissions via Sellafield's CTM system tool at <https://sharedsystems.eu-supply.com/login.asp?B=SELLAFIELD&target=&timeout> no later than 4th May 2018 at 12 noon.
- 3.2 Completed Selection Submissions may be submitted at any time before the closing date. Please note that Sellafield reserves the right to reject Selection Submissions received after the closing date.
- 3.3 Tenderers must keep their contact details on CTM up to date to allow communications from Sellafield.

4. CONSORTIA AND SUB-CONTRACTING

- 4.1 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:

Supplier Information (Form CFMT 276 and Criterion (A) at paragraph 5.2 of Part II below)

Part 1, Part 2 and Part 3 of the 'qualification questionnaire' in CTM reference 6412.

Economic and Financial Standing (Criterion (B) at paragraph 5.2 of Part II below)

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Note: (a) in Supplier Information questions: (i) any reference to “Supplier” shall be read as “Tenderer” (or “Key Supply Chain Member” (see paragraph 4.2 below)); and (ii) Tenderers shall refer to the Specification at Appendix [B7] in regard to any reference to “key contract deliverables”; and (b) any reference in Economic and Financial Standing questions to “authority” shall be read as “Sellafield”.

- 4.2 Where there is an intention to appoint a Key Supply Chain Member, responses to the questions detailed in paragraph 4.1 above should also be given in respect of each and every Key Supply Chain Member.
- 4.3 Save as set out at paragraph 4.1 and 4.2 above, a single response to each question shall be provided on behalf of the Tenderer. Responses must enable Sellafield to assess the overall offering proposed by the Tenderer.
- 4.4 Sellafield recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Tenderers should therefore respond in the light of the arrangements as currently envisaged. Where the Tenderer is a consortium, joint venture, alliance, special purpose vehicle or similar grouping, there is no requirement that any such vehicle is formed on submission of the tender.
- 4.5 Tenderers are reminded that any future change in relation to the make-up of consortia and to Key Supply Chain Members must be notified immediately to Sellafield so that it can make a further assessment by applying the selection criteria to the new information provided.

5. SELECTION CRITERIA

- 5.1 Each Tenderer will be evaluated first in respect of each Lot against the selection criteria set out at Paragraph 5.2 below, by the completion of the questionnaire at Appendix A1 and utilising as part of that assessment the information provided in accordance with the Selection Submission to enable Sellafield to assess whether:

- 5.1.1 the Tenderer has been convicted of any prescribed offences or committed any prohibited acts which renders them as ineligible for consideration;

5.1.2 the Tenderer meets the minimum standards of economic and financial standing required by Sellafield; and

5.1.3 the Tenderer meets the minimum standards of technical or professional ability required by Sellafield in order for it to undertake the requirements of the Procurement.

The above criteria being in accordance with the provisions of Regulations 57, 58 and 60 of the PCR as appropriate and relevant.

5.2 In the event that tenders are not rendered ineligible from further participation by any acts or offences under Paragraph 5.1.1 above, the following selection criteria will be applied as follows:

Supplier Selection Criteria		Assessment
(A)	Supplier Information	For information purposes only
(B)	Economic and Financial Standing	Para 6.1
(C)	Technical and Professional Capability	6.2, 6.3 and 6.4
(D)	Environmental	6.2, 6.3 and 6.4
(E)	Health and Safety	6.2, 6.3 and 6.4

5.3 Selection Submissions will be assessed against each of the selection criteria as follows:

5.3.1 Economic and Financial Standing (Criterion B)

The Tenderer must demonstrate that it meets the minimum standards required by Sellafield. The full detail of the question and assessment is detailed in Appendix 1 – EF01 Selection question and assessment.

This criterion will be scored on a pass/fail basis against the information requested in the Selection Submission.

5.3.2 Technical and Professional Ability (Criterion C) and Environmental (Criterion D)

The evaluation of the responses will take into account information requested in the selection submission

This criterion will be assessed on a scored basis against the information requested in the Selection Submission. This part will be assessed in accordance with paragraphs 6.2, 6.3 and 6.4.

5.3.3 Health and Safety (Criteria E)

The evaluation of the responses will take into account information requested in the selection submission

This criterion will be assessed on a pass/fail basis against the information requested in the Selection Submission. This criteria will be scored out of three against the benchmark contained in the CTM scoring guidance. A minimum pass mark of three is required for each question. This part will be assessed in accordance with paragraph 6.1

6. SCORING

6.1 Where the assessment of a particular criterion, sub-criterion or question is described as being pass/fail, it will be assessed in accordance with the following:

6.1.1 Pass - Where the Tenderer has sufficiently demonstrated their ability to meet the relevant minimum levels of financial, technical or professional ability;

- 6.1.2 Fail - Where the Tenderer has failed to sufficiently demonstrate their ability to meet the relevant minimum levels of financial, technical or professional ability.
- 6.2 In the absence of specific scoring guidance for an individual scored question identified in Appendix A1, the basis for the scoring will be in accordance with the following scale.

Score	Assessment	Reason
(5)	Excellent	A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.
(4)	Good	A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
(3)	Satisfactory	A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting

Score	Assessment	Reason
		<p>strengths and weaknesses, and present a moderate level of successful performance expectation.</p> <p>In general, the response would be described as suitable or sufficient.</p>
(2)	Marginal	<p>A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard.</p>
(1)	Unsatisfactory	<p>A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit.</p>

6.3 Where a Tenderer scores below an average of 3 against:

6.3.1 all scored questions contained within any individual Criterion;

that Tenderer will be deemed to have failed to meet the minimum standards of technical and professional ability required of economic operators and will be excluded from the Procurement.

- 6.4 A Tenderer that scores 1 against any questions in Criterion C, D and E will be deemed to have failed to meet the minimum standards of technical and professional ability required of economic operators and will be excluded from the Procurement.

PART III - INSTRUCTIONS FOR COMPLETION OF THE TENDER (AWARD)

1. AWARD SUBMISSION DELIVERABLES

1.1 General Guidance on Submission

1.1.1 Award Submissions should be submitted in accordance with the requirements of this ITT and via CTM.

1.1.2 Tenderers are required to answer all of the award questions set out at Appendix B1 to this ITT and complete all of the forms in sections B2 to B5.

1.2 General information required

1.2.1 Award Submissions should include the following details:

1.2.1.1 the Tenderer's full name, address and website;

1.2.1.2 the name, position, telephone number and email address of the main contact for the Tender;

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

1.2.3 Whatever structure the Tenderer's organisation takes, Sellafield may call for the provision of parent company guarantees or performance bonds in respect of the Tenderer's performance. The requirement will be assessed based upon the financial security provided under the proposed contract by the Tenderer and the prospective risk and consequences of delivery failure.

1.2.4 Award Submissions should include a clear statement confirming that the Tenderer accepts the terms and conditions set out in the draft Framework Agreement(s) included at Appendix B6. Any exceptions or deviations from

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the terms of the draft Framework Agreement(s) shall render a Tender liable for rejection as non-compliant.

2. CONTRACT AWARD CRITERIA

Sellafield will then evaluate those Tenders passing the selection criteria against the award criteria with a view to identifying the most economically advantageous tender (MEAT) to Sellafield's requirements.

Most Economically Advantageous Tender Basis of Assessment

- 2.1 A) The award criteria for Lot One – Leadership Development, categorised into technical and price elements, are as follows:

Section	Award criteria	Sub-weighting %	Question reference	Question Weighting %
Overall Technical Weighting 77 %				
(1)	Technical ability	58	TC101	35
			TC102	15
			TC103	15
			TC104	35
(2)	Capability and Resource	25	R101	50
			R102	50
3)	Health and Safety	7	HS101	for info
			HS102	for info
			HS103	for info
			HS104	20
			HS106	20
			HS107	20
			HS110	20

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Section	Award criteria	Sub-weighting %	Question reference	Question Weighting %
			HS112	20
(4)	Socio-economics	10	SE001	100
Overall Price Weighting 23%				
(1)	Pricing template	100	PT01	100

B) The award criteria for Lot Two – Behavioural Development, categorised into technical and price elements, are as follows:

Section	Award criteria	Sub-weighting %	Question reference	Question Weighting %
Overall Technical Weighting 77 %				
(1)	Technical ability	58	T201	50
			T203	50
(2)	Capability and Resource	25	R201	100
3)	Health and Safety	7	HS101	for info
			HS102	for info
			HS103	for info
			HS104	20
			HS106	20
			HS107	20
			HS110	20
			HS112	20

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Section	Award criteria	Sub-weighting %	Question reference	Question Weighting %
(4)	Socio-economics	10	SE001	100
Overall Price Weighting 23%				
(1)	Pricing template	100	PT01	100

2.2 The acceptability of the Award Submissions will be individually assessed in respect of each Lot and scored on the basis of the above weightings as follows:

2.2.1 All Technical criteria, Tenders will be assessed to ascertain whether the proposal addresses a selection of questions detailed in the award criterion as set out in both appendix B1 and CTM.

2.3 Tenderers' Award Submissions will be individually assessed in respect of each Lot on the basis of price tendered as set out in Paragraph 3 of this Part III below.

2.4 Excepting those items identified under the Framework Agreement(s) as "to be supplied by Sellafield", the Tenderer shall include in its Tender and shall bear under the Framework Agreement(s) 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:

2.4.1 travel disbursements;

2.4.2 the Tenderer's labour, based upon working all the hours necessary to fulfil all the obligations identified in this ITT.

2.4.3 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;

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- 2.4.4 all materials which shall be new and of either the specified standard (if any) or to a standard as reasonably required to fulfil the obligations of this Procurement.

3. TECHNICAL EVALUATION

- 3.1 The technical evaluation model showing the evaluation criteria for the technical part of the evaluation and the maximum scores attributable to them are set out in paragraph 2.1 above.
- 3.2 Each of the scores awarded will be multiplied by the weighting attached to each question as set out in the table at paragraph 2.1 above to give the weighted score for each question. The weighted scores will be added up resulting in each Tenderer's final weighted technical score (expressed as a mark out of the total percentage available for the technical response).

4. PRICE

- 4.1 The Tenderer offering the lowest technically compliant price shall receive an unweighted score of 5. 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 priced tender.
- 4.2 The calculation that will be performed in factoring the price scoring of the other Tenderers is as follows:

$$\text{Financial Score} = 5 - \left[\left(\frac{(\text{Tenderer's Price} - \text{Lowest Price})}{\text{Lowest Price}} \right) \times 5 \right]$$

- 4.3 A price of more than double the lowest will therefore receive a score of 0.
- 4.4 Abnormally low offers will be dealt with in accordance with Regulation 69 of the PCR. Sellafield 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. Sellafield 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.

- 4.5 Each of the scores on the basis of price will then be multiplied by 23 % resulting in each Tenderer's final weighted price score.

5. SCORING

- 5.1 In the absence of specific scoring guidance for an individual question identified in Appendix B1, the basis for the scoring will be in accordance with the following scale. In the event of any inconsistency, the specific scoring guidance will prevail:

Score	Assessment	Reason
(5)	Excellent	A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.
(4)	Good	A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
(3)	Satisfactory	A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any

Score	Assessment	Reason
		<p>significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation.</p> <p>In general, the response would be described as suitable or sufficient.</p>
(2)	Marginal	<p>A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard.</p>
(1)	Unsatisfactory	<p>A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit.</p>

5.2 Where a Tenderer scores below an average of 3 against:

5.2.1 all questions contained within the Health and Safety criterion;

that Tenderer will be deemed to have failed to meet the minimum technical standards and will be excluded from the Procurement.

- 5.3 A Tenderer that scores 1 against any individual technical question will be deemed to have failed to meet the minimum technical standards for the procurement.

6. CALCULATION OF TOTAL SCORE

- 6.1 The final weighted technical score and the final weighted price score will be added together to provide the Tenderer's total score.

- 6.2 In the event that two or more Tenderers receive the same total score, the winning Tenderer will be the one which scores the highest on:

For Lot one Leadership Development: TC101.

For Lot two Technical Development: T201

- 6.3 Not Used

- 6.4 In the event that Sellafield determine to award a Framework Agreement(s), which they are not obligated to do, and subject to:

6.4.1 all necessary internal and external approvals being granted;

6.4.2 expiry of the standstill period; and

6.4.3 completion of the form of contractual documentation

the Framework Agreement(s) shall be awarded to the top five Tenderers for Lot One and the top four Tenderers for Lot Two, having the highest total scores in respect of the relevant Lot.

APPENDIX A1 – SELECTION SUBMISSION

The following documents are issued as part of the tender and are available for download in CTM;

CTM Reference 10065

Folder Invitation To Tender

APPENDIX A2 – Not Used

This has been replaced with Part 1, Part 2 and Part 3 of the 'Qualification Questionnaire' located in CTM reference 10065.

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APPENDIX B1 - ITT Questions

The following documents are issued as part of the tender and are available for download in CTM;

CTM Reference 10065

Folder Invitation To Tender

APPENDIX B2 - Form of Tender

FORM OF TENDER

Full name, registered number (if applicable) and address of the Tenderer to be set out below:

Full (registered) name:

.....

Registered number (if applicable):

Address:

.....

We, the Tenderer named above, refer to the invitation to tender issued by Sellafield Limited ("Sellafield") RFQ 10065 ("ITT") in respect of *Leadership and Behavioural Development Framework* ("**Procurement**")

and acknowledge and agree as follows:

1. Our response to the ITT constitutes an unconditional and irrevocable offer by us to provide to Sellafield, on the basis of the prices set out in our tender and in accordance with the terms and conditions specified by the ITT, the services and/or supplies and envisaged in the Procurement.
2. The offer referred to in paragraph 1 above will remain open and capable of acceptance by Sellafield for a period of four months from the closing date for receipt of tenders (as specified by Sellafield). If Sellafield wishes to accept that offer and formalise the relevant arrangements through the execution of a formal written agreement with us in a form reasonably specified by Sellafield, we will execute and return such an agreement within 14 (fourteen) days of being requested to do so by Sellafield.

Signed for and on behalf of the Tenderer

.....

Name of signatory

Date.....

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APPENDIX B3 - Collusive tendering certificate

COLLUSIVE TENDERING CERTIFICATE**To: Sellafield Limited ("Sellafield")**

I/we certify that this is a bona fide tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/we also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- (a) communicating to a person other than Sellafield the amount or approximate amount of my/our proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender for insurance) or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or omission.

Signed (print name)

(1) _____

Status _____

(2) _____

Status _____

for and on behalf of

Date _____

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APPENDIX B4 - Canvassed or solicited certificate

CANVASSED OR SOLICITED CERTIFICATE

To: Sellafield Limited ("Sellafield")

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of Sellafield in connection with the award of this tender or any other tender or proposed tender in relation to the Procurement and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we further hereby undertake that I/we will not in the future canvas or solicit any officer or employee of Sellafield in connection with the award of this tender or any other tender or proposed tender in relation to the procured services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (print name)

(1) _____

Status _____

(2) _____

Status _____

For and on behalf of

Date _____

APPENDIX B5 - Tender Price Form

The following documents are issued as part of the tender and are available for download in CTM;

CTM Reference 10065

Folder B5 Tender Price Form

APPENDIX B6 - Terms and Conditions

The following documents are issued as part of the tender and are available for download in CTM;
CTM Reference 10065

Folder B6 – Terms and conditions

CFMT 101 Service Agreement

CFMT 349 Supplementary Terms

CFMT 104 Parent Company Guarantee (if required, refer to Selection question EF01)

This folder also includes the following Sellafield Ltd Standards:

SLM 3.05.01 Code of Responsible Conduct

SLCP 2.11.01 Environmental Policy

SLCP 4.01.02 HR Policy

APPENDIX B7 - Specification

The following documents are issued as part of the tender and are available for download in CTM;

CTM Reference 10065

Folder B7 - SPECIFICATION

APPENDIX B8 - Security Guidance

The following documents are issued as part of the tender and are available for download in CTM;

CTM Reference 10065

Folder B8 – Security Guidance

SLP 4.09.300 HOW DO I CLASSIFY INFORMATION,
SLP 4.09.301 HOW DO I MANAGE INFORMATION MARKED OFFICIAL