

# **PRIOR INDICATIVE NOTICE (PIN)**

## TENDER SUMMARY

IO/19/OT/18371/JTR

*for*

### ***Equipment Qualification Technical Support***

#### **Abstract.**

The purpose of this summary is to provide prior notification of the IOs intention to launch a competitive Open Tender process in the coming weeks. This summary provides some basic information about the ITER Organisation, the technical scope for this tender, and details of the tender process for the provision of Technical Support Services for Equipment Qualification to the ITER Organization.

## **1 Introduction**

This Prior Indicative Notice (PIN) is the first step of an Open Tender Procurement Process leading to the award and execution of a Service Contract.

The purpose of this document is to provide a basic summary of the technical content in terms of the scope of work, and the tendering process.

The Domestic Agencies are invited to publish this information in advance of the forth coming tender giving companies, institutions or other entities that are capable of providing these services prior notice of the tender details.

## **2 Background**

The ITER project is an international research and development project jointly funded by its seven Members being, the European Union (represented by EURATOM), Japan, the People's Republic of China, India, the Republic of Korea, the Russian Federation and the USA. ITER is being constructed in Europe at St. Paul–Lez-Durance in southern France, which is also the location of the headquarters (HQ) of the ITER Organization (IO).

For a complete description of the ITER Project, covering both organizational and technical aspects of the Project, visit [www.iter.org](http://www.iter.org).

## **3 Scope of Work**

The coordination of Equipment Qualification in the ITER Organization is based on the Equipment Qualification Program (EQP). The objective of the Equipment Qualification is to plan, perform, provide evidence (document) and maintain (preserve) the capability of Protection Important Component (PIC) to perform the required safety function(s) without experiencing common-cause failure during normal, incidental and accidental conditions. The demonstration of this capability has to be ensured through a program that includes design control, procurement, qualification, quality control, delivery, installation, commissioning, operation maintenance, periodic testing and surveillance.

The Equipment Qualification refers to a qualified life with specific qualification conditions and the objective of the Equipment Qualification Program is to define the strategy for the PIC equipment qualification, in alignment with the Systems Engineering Management Plan (SEMP). The Equipment Qualification Program (EQP) is proposed as a Level 3 procedure of the Design Verification and Validation Procedure under the Design Control Process.

The scope of work detailed in this tender is to support the coordination of Equipment Qualification in the ITER Organization:

Task 1: Issue the detailed technical methods and instructions for the qualification of equipment (electrical, I&C and electromechanical) to environmental conditions (including temperature, radiation, etc.), with relevant acceptance criteria for test and analysis.

Task 2: Technical support to CRO in the review of activity performed in the frame of the Equipment Qualification activities by IO and DAs.

Task 3: Complete development and maintenance of the database of Protection Important Components (PIC) to be qualified.

It is envisaged that the execution of the work shall be performed at the IO premises and that interaction with the IO IT department will be needed for some of the database development.

One Full Time Equivalent Engineer shall be available for the duration of the contract.

#### **4 Procurement Process & Objective**

The objective is to award a Service Contract through a competitive bidding process.

The Procurement Procedure selected for this tender is called the Open Tender procedure.

The Open Tender procedure is comprised of the following four main steps:

- Step 1- Prior Indicative Notice (PIN): The Prior Indicative Notice is the first stage of the Open Tender process. The IO formally invites the Domestic Agencies to publish information about the forthcoming tender in order to alert companies, institutions or other eligible entities about the tender opportunity in advance.
- Step 2 - Invitation to Tender (ITT):  
Within 14 days of the publication of the Prior Indicative Notice (PIN) the Invitation to Tender (ITT) will be advertised. This stage is to allow interested bidders who have seen the PIN to obtain the tender documents and to prepare and submit their proposals in accordance with the tender instructions. Interested tenderers are kindly requested to return the expression of interest form (Annex I) by e-mail by the date indicated in the procurement time table below.
- Step 3 – Tender Evaluation Process  
Tenderers proposals will be evaluated by an impartial, professionally competent technical evaluation committee of the ITER Organisation. Tenderers must provide details demonstrating their technical compliance to perform the work in line with the technical scope and in accordance with the particular criteria listed in the invitation to tender (ITT)

➤ Step 4 – Contract award.

A service contract will be awarded on the basis of best value for money according to the evaluation criteria and methodology described in the Invitation to tender (ITT).

### Procurement Timetable

The tentative timetable is as follows:

Milestone	Date
Publication of the Prior Indicative Notice (PIN)	5 December 2019
Submission of expression of interest form	18 December 2019
Invitation to Tender (ITT) advertisement	20 December 2019
Clarification Questions (if any)	17 January 2020
IO answers to any clarification question	24 January 2020
Tender Submission	17 February 2020
Contract Award	28 February 2020
Contract Signature	March 2020
Contract Commencement	March 2020

## 5 Quality Assurance Requirements

For the entire duration of the Service Contract, the Contractors shall hold, and maintain, a valid and relevant ISO 9001 and/or 14001 certification or comparable equivalent. The missions and tasks executed under this Service Contract shall be carried out in compliance with the IO Quality Requirements.

## 6 Contract Duration and Execution

The ITER Organization shall award Service Contract in the first quarter of 2020. The initial duration of the contract shall be for a two (2) year period. Following this period there may be an option to extend the duration of the contract for a further period of one (1) year.

ITER may require the contractor to perform the work either on the ITER site, or at a location to be established and maintained by the contractor within easy reach of the ITER site, or at remote locations such as the contractor's usual place of business.

The working language of ITER is English, and a fluent professional level is required (spoken and written).

## 7 Experience

The tenderer shall demonstrate their knowledge, experience and capabilities in the implementation of providing Technical Support Services for Equipment Qualification in accordance with the IO technical requirements.

## 8 Candidature

Participation is open to all legal entities participating either individually or in a grouping/consortium. A legal entity is an individual, company, or organization that has legal rights and obligations and is established within an ITER Member State.

Legal entities cannot participate individually or as a consortium partner in more than one application or tender of the same contract. A consortium may be a permanent, legally-established grouping, or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the ITER Organization.

In order for a consortium to be acceptable, the individual legal entities included therein shall have nominated a leader with authority to bind each member of the consortium, and this leader shall be authorised to incur liabilities and receive instructions for and on behalf of each member of the consortium.

It is expected that the designated consortium lead will explain the composition of the consortium members in a covering letter at the tendering stage. Following this, the Candidate's composition must not be modified without notifying the ITER Organization of any changes.

Evidence of any such authorisation shall be submitted to the IO in due course in the form of a power of attorney signed by legally authorised signatories of all the consortium members.

### **BREXIT CLAUSE**

The UK is not a party to the ITER Agreement but to EURATOM Treaty. The draft Withdrawal Agreement between the EU and the UK provides that the provisions of the EURATOM treaty continues to apply to and in the UK for a transition period following its withdrawal from the EU and EURATOM. If the Withdrawal Agreement is not ratified (a no-deal Brexit) the EURATOM Treaty ceases to apply to and in the UK on the withdrawal date.

Until the Withdrawal Date, the UK remains a full member of the EU and EURATOM and until that date UK entities retain the right to participate in IO procurement procedures. In case they are selected, a Brexit clause is included in the contract. Likewise during the Transition period UK entities may participate in IO procurement procedures.

After the end of the Transition Period, when the Euratom Treaty ceases to apply to and in the UK, any UK entities bidding as a prime contractor or consortium partner, will be rejected from the IO procurement procedures. UK entities will no longer be recognised as entities of an ITER

Member and will no longer have the right to participate in IO procurement procedures, unless the UK has entered into an Agreement with Euratom. Where UK entities can demonstrate a unique and specific competence in a certain field the IO, with approval of the ITER Council, may also allow them to participate in a procurement procedure.

Entities can participate either individually or in a consortium. A legal entity cannot participate individually or as a consortium partner in more than one application or tender. A consortium may be a permanent, legally-established grouping or a grouping, which has been constituted informally for a specific tender procedure. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the ITER Organization.

In the event of a consortium, a draft of the Consortium Agreement, or letter of intent and Power of Attorney signed by all the consortium members shall be submitted together with the tender.

## **9 Sub-contracting Rules**

All sub-contractors who will be taken on by the Contractor shall be declared with the tender submission. Each sub-contractor will be required to complete and sign forms including technical and administrative information which shall be submitted to the IO by the tenderer as part of its tender.

The IO reserves the right to approve any sub-contractor which was not notified in the tender and request a copy of the sub-contracting agreement between the tenderer and its sub-contractor(s). For each Contract, sub-contracting is allowed but it is limited to one level, and its cumulated volume is limited to 30% of the total Contract value. Two levels of sub-contracting may be considered for very specific activities which will be mentioned by the IO in the Tender documentation.

At the tender stage, the capacity of sub-contractors may be considered for special cases duly mentioned in the tenderers proposal. In such cases, a letter of intention will be required for the sub-contractors.

## **10 Nuclear Safety Requirements**

Equipment Qualification is a Protection Important Activity (PIA) and ITER is a Nuclear Facility identified in France by the number-*INB-174* (“Installation Nucléaire de Base”).

For Protection Important Components and in particular Protection Important Class components (PIC), the French Nuclear Regulation must be observed, in application of the Article 14 of the ITER Agreement.

In such case the Suppliers and Subcontractors must be informed that:

The Order 7th February 2012 applies to all the components important for the protection (PIC) and the activities important for the protection (PIA)

For the Protection Important Components, structures and systems of the nuclear facility, and Protection Important Activities the contractor shall ensure that a specific management system is implemented for his own activities and for the activities done by any Supplier and Subcontractor following the requirements of the Order 7th February 2012.

Please refer to ITER\_D\_4EUQFL - Overall supervision plan of external interveners chain for Protection Important Components, Structures and Systems and Protection Important Activities.

## **11 Nuclear Liability**

The ITER Organization is the nuclear operator of the ITER nuclear fusion facility (INB 174) under French nuclear law. However, unlike other nuclear operators of nuclear fission installations in France, nuclear fusion installations are not covered by the Paris Convention on nuclear third party liability for the time being. Pending negotiations with the Contracting parties to the Paris Convention, the special nuclear liability regime (i.e. limited strict liability of the nuclear operator) implemented by the Paris Convention does not apply.

Therefore, the ITER Council, by a decision of 2009 endorsed that until a solution is found, the ITER Organization may assume this responsibility by providing a declaration and waiver of indemnity regarding nuclear liability to indemnify suppliers of the IO and their subcontractors in case they are held liable, based on the principles of the Paris convention, this in the understanding that if no regulatory solutions could be found before nuclear operations of the ITER facility started, a proper mechanism would be established by the ITER Members in accordance with Article 15 of the ITER Agreement.

This declaration and waiver of indemnity regarding nuclear liability will be included in the Contracts signed by the Contractors and the IO.