Site Characterisation Delivery Partner

Task Order Principles

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*Note: Within this document, the term “Consultant” applies to companies or individuals working in the capacity of consultant, contractor or supplier for the Site Characterisation Delivery (SCDP). The term “Client” shall be read to mean “Nuclear Waste Services” and “NWS”.*

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Abbreviations and Definitions

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| --- | --- |
| **Client** | Nuclear Waste Services (NWS) |
| **Consultant** | The Site Characterisation Delivery Partner (SCDP) contracting organisation(s) |

Introduction

The Scope of Services document sets out the Services the Consultant may be required to provide under the Contract. Specific work packages within that scope of services will be instructed by the Client through individual Task Orders. This paper sets out the principles for the Task Order process to be included in the Consultant’s Contract.

General Principles

The Consultant will be required to accept all Task Orders issued by the Client which are within the scope of the overall Services, unless the Task Order would require the services to be provided:

1. in breach of any law;
2. in contravention of any regulatory approval or consent, or which would cause any existing consent to be revoked or any new consent to be obtained (or an existing consent to be amended) which, after using reasonable efforts, the Consultant has been unable to obtain; or
3. in a manner which would materially and adversely affect the health and safety of any person.

The Consultant will be able to recover the costs of preparing the proposal (on an open book basis) through Task [1.1].

Process

If the Client wishes to instruct a Task it will first issue a draft Task Order, setting out:

1. the scope of services required;
2. the timescales for delivery – including any Milestones for the purposes of the SFI;
3. the KPIs and TLIs applicable to that Task Order, including proposed Milestones (together with % retention release) in relation to the Milestone KPI;
4. the required pricing methodology for the Task Order (Fixed Price, Target Cost or Cost Reimbursable); and
5. any specific additional insurances required to be procured and maintained by the Consultant for that Task Order.

Within [8 Business Days] the Consultant shall notify the Client if it considers any of the exceptions identified at paragraph 2.1 above apply, and if it has any requests for clarification on the draft Task Order. The Client will respond to any requests for clarification within [*The Client to confirm*] Business Days.

Within [8 Business Days (or such other period as the Client may agree (taking into account the complexity of the detailed within the draft Task Order)] of receiving the draft Task Order the Consultant will provide its technical proposal in response to the draft Task Order, setting out:

1. the Consultant's proposed method of delivering the Task Order, which must be consistent with good industry practice and must include a schedule of resources [and CVs for any resources not previously employed on the Contract];
2. a detailed schedule for completion of the Task Order;
3. a risk appraisal setting out, to the extent relevant, the impact on wider costs and programme for the overall Programme; and
4. the Consultant proposed pricing for the Task Order, including (save in the case of a Fixed Price):
	* 1. the Actual Salary Cost for each proposed individual (employed by the Consultant) to be used on the Task Order. This will be on the basis of the Actual Salary Costs included in the Consultant's Cost Model in its tender submission where applicable, as adjusted on an annual basis by agreement with the Client. For any additional rates, the Consultant will be required to evidence that such rates reflect current market rates;
		2. any subcontract costs and the charging basis for such costs (i.e. whether a fixed cost or day rates under that subcontract), and demonstrating how value for money has been achieved including the use of competitive tenders where the value of a subcontract exceeds [*The Client to confirm*];
		3. the cost of any additional insurances specified as required for that Task Order; and
		4. the costs for any materials required specifically for that Task Order (that would not otherwise be required by the Consultant), as expressly set out in the description of the services in that Task Order; and
5. any proposals for alternative Milestones or delivery dates, for the Client's consideration.
6. For further specific guidance on pricing see the associated document ‘Pricing Approach’.

Within [10 Business Days] of receipt of the Consultant's response to the draft Task Order the Client will either (at its absolute discretion):

1. issue a final version of the Task Order (accepting any proposals made by the Consultant for adjustments); or
2. request any further detail or clarification required to allow the Client to fully consider the Consultant's proposal, in which case the Consultant shall respond to such request within 8 Business Days, and this paragraph 3.4 shall apply again following receipt of such further information);
3. provide comments on the Consultant's proposal in which case the Consultant shall update and resubmit its proposal to reflect those comments within 8 Business Days (in which case this paragraph 3.4 shall apply again following receipt of that resubmitted proposal);
4. request that the Consultant meets with the Client to discuss any aspect of its proposal, with a view to the parties reaching agreement on all aspects; or
5. confirm that it does not wish to proceed with the Task Order.

If the parties are unable to reach agreement on:

1. whether any of the exclusions listed at paragraph 2.1 above apply;
2. the Consultant's proposed pricing for delivery of any Task Order; or
3. the Consultant's proposed methodology for delivery of any Task Order,

the matter can be referred by either party for resolution pursuant to the Contract dispute resolution procedure (in the case of limbs (b) and (c) above, for a determination of what is a "reasonable on-market position" in the relevant context).

Following agreement or determination of the terms of the Task Order and the Consultant's proposal in response to it pursuant to paragraph 3.5, the Client shall either (at its absolute discretion):

1. issue a final form of the Task Order, which shall be a Task Order instructed for the purposes of the Contract together with a formal Purchase Order and associated Purchase Order Number; or

confirm that it does not wish to proceed with the Task Order.

For the avoidance of doubt there is no obligation on the Client to issue any Task Order and the Client may withdraw any draft Task Order at any time prior to issue of the final Task Order.

Once the final Task Order and Purchase Order is issued, the Consultant will be required to proceed to implement it in accordance with its terms (which will include the Consultant's agreed method of delivery).