



Vault Optimisation and Capping Delivery (VOCD)

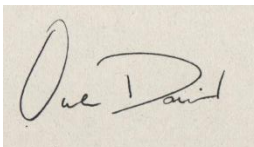
Invitation to Tender

Dialogue Process

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Document Control

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Note: Within this document, the term “Contractor” applies to companies or individuals working in the capacity of consultant, contractor or supplier for the Vault Optimisation and Capping Delivery (VOCD). The term “Client” shall be read to mean “Nuclear Waste Services” and “CLIENT”.

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1 Invitation to Dialogue Process

Introduction

The purpose of the dialogue process is to assist Bidders in understanding the proposed Scope of Works and their associated obligations. It is intended to enable Bidders to progressively refine their solutions into clear and deliverable proposals, reducing the risks associated with delivery of Vault Optimisation and Capping Delivery (VOCD) before submission of Final Bid, as per the

1.1 Dialogue Outcomes referred to in Section 1.2.

Dialogue will also assist Nuclear Waste Services (the *Client*) by identifying gaps, risks, inconsistent assumptions or misunderstandings across the Bidders. The *Client* will avoid prescribing solutions, while enabling issues that could prevent a robust, compliant or deliverable Final Tender to be addressed before submission.

Dialogue Outcomes

- 1.2
- A common and accurate understanding of the Scope of Works, interfaces and delivery obligations.
 - Greater confidence that the proposed methodology, programme, logistics and commercial assumptions are aligned and deliverable.
 - Early identification of proposals, assumptions or exclusions that may result in a non-compliant or unacceptable Final Tender.
 - A shared understanding of risk allocation, including responsibility for aggregate sourcing, rail and road logistics, delivery interfaces, price and surcharge assumptions, and mitigation measures.
 - Final Bids that are robust, transparent compliant. and capable of being assessed against published award criteria

1.3

Overview

After submission of a written Construction Methodology and a high-level programme schedule (down to Level 2) in response to the initial ITT, the Bidders will be invited, via Atamis, to participate in a Dialogue process. Their written submissions will be reviewed by the *Client* but will not be scored as part of this process. The Construction Methodology and high-level programme schedule is to evidence the Bidders' understanding of the proposed Scope of works and their associated obligations. The presentation of these will allow the *Client* to assist in highlighting any gaps, risks or misunderstanding.

The *Client* will maintain an accurate written record of each presentation and dialogue session, including attendance, questions, responses, clarifications, actions and any identified changes to the procurement documents. The record will be retained for audit purposes and will not constitute an evaluation record. The *Client* may issue a factual record or clarification note to the relevant Bidder where appropriate.

Dialogue will be conducted in accordance with the Procurement Act 2023 and the *Client's* applicable procurement documents.

Please note:-Bidders should identify if any information included in their dialogue and presentation is commercially sensitive and should inform the *Client* of the specific information which it considers to be sensitive information (referencing where that information is contained) and the

justification for its confidentiality/commercial sensitivity (i.e. what harm may result from disclosure) and the time period applicable to that sensitivity.

The dialogue process is intended to consist of two parts, neither of which will be evaluated or scored, as described below:

1. A presentation phase, comprising a presentation by the Bidder's delivery team for up to three hours, followed by an open question-and-answer session of up to three hours. A maximum of six representatives may attend for the Bidder. The presentation will address the Bidder's Construction Methodology for delivery of VOCD, with a focus on Work Order 1.
2. A Dialogue Phase, a maximum of six representatives from the Bidder's delivery team may discuss key elements and seek clarification. To support a productive process, the Bidder must submit its proposed dialogue topics and questions with its Construction Methodology and Level 2 programme two weeks before the dialogue session. The *Client* will also ask a consistent set of core questions (Appendix 1) to test understanding of the procurement and the required delivery outcomes. The dialogue phase will be allotted 2no. days, each day will be limited to six hours. The Dialogue Phase will allow both parties to ask each other questions.
3. The *Client* dialogue panel will be appointed prior to the process, and where possible all Bidders will dialogue with the same panel. The *Client's* panel will also include a representative from Nuclear Transport Solutions.

Meeting	Time
Presentation Phase	1no day (max 6 hours)
Dialogue Phase: Bidder led and Client Led	2 day (max 6 hours per day)

Table 1: Timeline of events

Bidders should assume that the Dialogue Phase will last a maximum of 3 working days per Bidder. A day is assumed to provide for 6 hours of discussion, in addition to time being scheduled for breaks. The *Client* will determine the location of the Dialogue Phase, but the intention is that they will be in person. In accordance with paragraph 14 of the ITT, the cost of attending the Dialogue phases will be met by the Bidder; the *Client* will not cover any costs or expenses.

Terms and Conditions of the Framework

The published Terms and Conditions form the Client's proposed contractual basis and will not be subject to wholesale renegotiation. Dialogue may be used to clarify how particular clauses are intended to operate and to consider specific, evidenced points that may materially affect deliverability, risk allocation or the pricing methodology. The Client is not obliged to accept any proposed amendment. Any change accepted by the Client will be reflected in the Final ITT and communicated consistently to all Bidders. Bidders will be required to accept the final Terms and Conditions when submitting their Final Tender; any qualification or reservation may result in the Tender being treated as non-compliant in accordance with the Final ITT

Feedback and Progressive Assurance

1.4 The *Client* will use dialogue as a progressive assurance process to establish confidence that each emerging proposal can be developed into a compliant, robust and deliverable Final Bid. Dialogue feedback will seek to identify matters that appear unclear, unsupported, inconsistent with the procurement documents or potentially incapable of acceptance. Feedback will not constitute approval of a Bidder's proposal, relieve a Bidder of responsibility for its Final Bid, or guarantee that the Final Bid will be compliant or successful.

Where a clarification, correction or change is relevant to all Bidders, the *Client* will issue it formally and on an equal basis through Atamis. Bidder-specific commercially sensitive information will not be disclosed to another Bidder. Any refinement of a proposal remains the responsibility of the Bidder and must be incorporated into its Final Bid and supporting submissions.

Limits of Dialogue

1.5 Dialogue may be used to clarify requirements, assumptions and Bidders' understanding. Dialogue shall not amend minimum requirements, permit fundamental changes to Bidders' solutions that are unavailable to other Bidders, constitute negotiation of contract terms, or allow changes to the published award criteria.

The inclusion of a topic area does not mean that the *Client* will provide a positive or negative view on a Bidder's proposed solution. Dialogue is intended to test understanding, assumptions and alignment with the procurement documents. The *Client* will not recommend preferred technical, commercial or programme solutions.

Dialogue concerning risk allocation is limited to clarification of the published contract requirements. Risk allocation principles themselves shall not be amended during dialogue.

Commercial dialogue is limited to understanding requirements and bidder assumptions. No bidder-specific pricing feedback will be provided.

1.6

Dialogue Records, Clarifications and Follow-up Questions

The *Client* will not routinely issue bidder-specific meeting notes or transcripts for validation. Where a clarification, correction or response is required following dialogue, it will be issued through Atamis either to the relevant Bidder, where bidder-specific and confidential, or to all Bidders where it is material to the procurement.

Follow-up questions arising naturally from dialogue may be raised during the session. New substantive topics may be deferred to the formal clarification process.

1.7 Where a question cannot be answered during the session, or where time does not permit the question to be addressed, the Bidder may submit the question through Atamis. The *Client* will respond through the formal clarification process where appropriate. The *Client* is not obliged to answer all questions during the dialogue session.

Quality and Value Focus

- For the purposes of dialogue, the *Client* will distinguish between requirements necessary for a compliant and deliverable solution and proposals that may offer additional value. The former will be tested to establish confidence in the Bidder's

understanding and ability to meet the Scope and capable of being assessed against published award criteria

- The latter may include innovation, improved safety or environmental outcomes, greater supply-chain resilience, carbon reduction, productivity, waste minimisation and whole-life value. Dialogue will not change the published evaluation methodology or provide any Bidder with an unfair competitive advantage.

2 Standards, Expectations and Behaviours

Throughout this phase of the process, all parties are expected to meet the following standards, expectations and behaviours. The process will be led by a lead from the *Client's* team.

2.1 Equal Treatment

- All Bidders will receive the same information, time allocation, and opportunity to participate.
- The answers to questions asked by one Bidder that may materially affect others will be anonymised and shared with all Bidders.

2.2 Confidentiality

- Bidders' commercially sensitive information will not be shared with competitors. Bidders may highlight matters they believe are commercially sensitive but the decision to share information will be at the sole discretion of the *Client*.
- The *Client* may share aggregated, nonattributable insights where necessary to maintain equal treatment.

2.3 Transparency

- The *Client* will maintain a robust audit trail of dialogue sessions, including attendance, questions, and clarifications.
- Any changes to requirements arising from dialogue will be communicated formally to all Bidders.
- The Client will take written notes for internal use.

2.4 Proportionality

- Dialogue will be limited to matters necessary to ensure deliverability, value for money, and clarity of tender submissions.
- Bidders will not be required to undertake disproportionate work or produce detailed designs beyond the stated tender requirements.

2.5 Behaviour and Conduct

All participants must:

- Act professionally and respectfully
- Avoid attempting to negotiate outside the permitted scope
- Avoid seeking information about competitors
- Ensure all statements are accurate and complete

In accordance with paragraph 15 of the ITT, any attempt by the Bidder or any of its Associated Persons or Subcontractors to influence the process improperly may result in exclusion.

3 Questions

Part 1: Presentation Phase

3.1 The Bidder's delivery team will undertake the presentation. This is to be a maximum of 6 people.

The Bidders will be invited to present for up to three hours on:

"The Construction Methodology and Schedule for VOCD Work Order 1, Vault 8 Final Capping Contract and the opportunities, risks and mitigations within the methodology."

The *Client* will ask clarifying questions, based upon the presentation given by the Bidder.

The purpose of the presentation is to test the Bidder's understanding of the Scope and its proposed delivery model, including the alignment of the Construction Methodology, schedule, commercial assumptions, risks, opportunities and mitigations. It is intended to help ensure that Final Bids are robust, transparent, compliant, deliverable and comparable. The *Client* may highlight gaps, risks, inconsistencies or misunderstandings, but will not prescribe the Bidder's solution.

3.2

Clarification questions

The *Client* will ask questions in topic areas on the presentation to seek clarification and to assist the understanding for the *Client* and Bidder. They will be aimed at understanding the Bidder's approach and understanding, including but not limited to:

1. Construction of the Vault 8 Final Capping including the sourcing, deliveries and final placement of aggregate in conjunction with NTS our Rail transport provider
2. Details of the full Scope
3. Realisation of opportunities
4. Commercial, including pricing
5. Commercial assumptions, pricing basis and understanding of the published pricing requirements
6. Managing risks and mitigations

The Bidders will be allocated a time slot. The presentations will take place in person at the *Client's* office or location deemed appropriate by the *Client*.

Part 2: Dialogue Phase

- 3.3.1 The Dialogue Phase will allow both parties to ask each other questions. This phase will be over 2no. days. Paragraphs 3.3.2 and 3.3.3 sets out expectations of areas that will be covered by both parties over those days.

3.3

3.3.2 Bidder's Dialogue

The Bidder's delivery team will participate in this phase. This is to be a maximum of 6 people.

The purpose of this Dialogue Phase is to ensure that Bidders have a clear, complete, and accurate understanding of the end-to-end delivery requirements as well as the commercial aspects, including legal elements. This is to enable the *Client* and Bidders to explore and clarify technical, programme, commercial and risk-related assumptions prior to Final Tender submission. Dialogue will not be used to recommend preferred solutions, provide bidder-specific pricing feedback, negotiate contract terms, amend minimum requirements or alter the published award criteria.

The Bidders will be invited to discuss areas of the procurement that they require clarification on. These questions should be submitted to the *Client* two weeks in advance with the submission of the Construction Methodology and high-level programme schedule to allow the *Client* to review the questions and prepare appropriate responses. Follow-up questions arising naturally from dialogue may be raised during the session; however, new substantive topics may be deferred to the formal clarification process through Atamis.

3.3.3 Client's Dialogue

The *Client* will cover topic areas, with the flexibility to discuss other relevant topics as appropriate.

These set points will be the same for all Bidders who presented. They will be aimed at ensuring that the Bidders have a full understanding of the Scope, including but not limited to the following:

1. Understanding the Vault 8 Final Capping deliverables including the sourcing, deliveries and final placement of aggregate in conjunction with NTS our Rail transport provider
2. Identification and realisation of potential opportunities
3. The options available for sequencing the work required
4. Test the deliverability, buildability, and integration of design proposals
5. Explore programme logic, critical path, and regulatory hold points
6. Assess supply chain resilience and long lead procurement strategies
7. Test the Bidder's understanding of the published risk allocation and the assumptions underpinning its price, programme and methodology, including aggregate availability and specification, sourcing strategy, rail and road logistics, NTS interfaces, storage and handling, indexation or surcharge exposure, supply disruption and mitigation measures. Dialogue concerning risk allocation is limited to clarification of the published contract requirements and risk allocation principles themselves shall not be amended during dialogue.
8. Identify opportunities for innovation, sequencing, and productivity improvement

Dialogue will not be used to negotiate fundamental requirements, amend minimum requirements, amend the published award criteria, negotiate contract terms, provide bidder-specific pricing feedback or favour any Bidder.

The Bidders will be allocated a time slot for dialogue. The dialogue will take place in person at the *Client's* office or such other location as may be deemed appropriate by the *Client*.

The Dialogue Phase will be undertaken over two working days, with the first day for the Bidders Dialogue points and the second being for the *Clients* Dialogue points.

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Appendix 1:

Scope Comprehension
Please explain your understanding of the overall objectives and intended outcomes of the Scope of Works.
What do you consider to be the key deliverables and critical success factors?
Which elements of the scope do you believe present the greatest delivery challenge and why?
Are there any areas of the scope that you consider ambiguous or open to interpretation?
What activities do you consider to be excluded from your proposed scope and delivery approach?
How have you interpreted the interfaces between your organisation, NWS and other suppliers?
Have you identified any inconsistencies between different sections of the tender documents?
What assumptions have you made in developing your proposal?
Technical Understanding
Describe the most technically complex elements of the works and how you propose to manage them.
Where do you anticipate the highest level of technical risk?
How will you assure technical quality throughout delivery?
Which assumptions could have the greatest impact on cost or programme if proven incorrect?
What additional surveys, investigations or information would improve confidence in your delivery approach?
Understanding of Site Constraints
What are the principal site constraints affecting delivery?
Which site constraints present the greatest risk to programme certainty?
How do you propose to manage material deliveries, storage and handling?
Have you identified any limitations relating to site compounds, welfare facilities or laydown areas?
What are the key constraints associated with transportation of equipment or materials?

Volume and Quantity Challenge
Explain your understanding of the expected volume of works and material quantities.
Which assumptions have been made where quantities are currently uncertain?
How have you ensured your proposed resources are sufficient to deliver the anticipated volume of work?
Risk and Opportunity Management
What do you consider to be the top five delivery risks?
What risks have been priced into your submission?
Which risks have not been priced and why?
Which risks sit within your control and which require client intervention?
How do you propose risks should be allocated between NWS and the supplier?
Are there any risks that you believe have been incorrectly allocated within the proposed contractual arrangements?
What do you consider opportunities within this project and why?
Commercial
What key commercial assumptions underpin your proposal?
How have inflation, market conditions and supply chain risks been considered?
What contractual risks have you identified?
General Questions
What do you believe we, as the Client, should be most concerned about regarding successful delivery?
What aspect of the scope do you believe carries the greatest hidden risk?
What assumptions do you believe other bidders may be making incorrectly?
Where do you believe the tender documents could be strengthened or clarified?
If you were managing this programme on behalf of the Client, what would be your first three priorities?
What information would you seek from the Client in the first month of mobilisation?