



Call for Nomination for the Tokamak In-vessel Diagnostic Installation (IDI) Contract

PROCUREMENT SUMMARY

1 Introduction

The Call for Nomination subject of the present document is the first step of the Procurement Process leading to the execution of the installation works contract called “In-vessel Diagnostic Installation (IDI) Contract”, also called “Contract” in this document.

The purpose of this document is to provide a summary description of the Contract, in terms of scope and program of works, required competences and contractual provisions, and to present the Procurement Process.

The Domestic Agencies are invited to nominate companies, institutions or other entities that are capable of providing works and associated supplies and services for IDI Contract.

2 Background

2.1 The ITER Project

For a complete description of the ITER Project, covering both organizational and technical aspects of the Project, visit www.iter.org.

2.2 The ITER Facility, Tokamak and Assembly Plan

See sections 3 and 4 of the document *Summary of Technical Specification for In-Vessel Diagnostic Installation* ref. ITER_D_5ML8SS v1.1 available in Annex 1.

2.3 The ITER Procurement Strategy for Assembly and Installation

The In-vessel installation activities for First Plasma are split into three different lots.

- **Lot 1 (BESP)** - Welded attachments comprising of welded bosses and Blanket Earth Straps Pedestal.
- **Lot 2 (IDI)** - Installation including primarily Diagnostics, such as: looms, loops, magnetic sensors, connectors, feedthroughs, waveguides, micro-fission chambers, neutron activation system, as well as: Vacuum Vessel and Internal components operational instrumentation, pellet and gas injection systems and In-service inspection.
- **Lot 3 (FMI)** – Mechanical Installations including VS coil handling, in-vessel coil feedthroughs & feeders (captive), First Plasma Protection Components (FPPC), 3 port



plugs (2 diagnostic and 1 EC heating) and related structures and shielding, Installation of 35 VV port closure plates, including feedthroughs, removal of tools, final inspection.

This contract will focus on main in-vessel Diagnostics installation activities for First Plasma falling under Lot 2, as described above. Lot 1 and 3 are outside the scope of this procurement Lot 1 will not be subject to Call for Tender and Lot 3 will be subject to separate Call for Tender planned to start in Q2 2022).

3 Scope of the Contract

See sections 5 and 6 of Annex 1.

4 Required Competences

See section 7 of Annex 1.

5 Contractual provisions

5.1 Contracts Type

The type of contract will be Works Contract based on a Bill of Quantities, a Schedule of Unit Rates and an estimated Program of Works (volume and time schedule).

The Contract will be broken down into Periods with maximum amount per Period, and the Works will be confirmed, detailed and assigned progressively to the Contractor via Work Packages.

The Contract will start with a Preparation Period in order to ensure a common thorough understanding of the technical and management requirements and constraints, to set-up a solid integrated organization and associated Contract implementation processes and procedures, to develop and implement a comprehensive qualification and mock-up program for the main technical processes required for installation and hence to secure the full speed of assembly operations.

The terms and conditions of the Contracts may include provisions from the “Conditions of Contract for Construction” (for building and engineering works designed by the Employer) also called “FIDIC RED BOOK Edition 1999” published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC Copies of the Red Book can be obtained directly from the FIDIC web site fidic.org/bookshop).

The IO has appointed the MOMENTUM SNC (Joint Venture) as their Construction Management-as-Agent (CMA) contractor in charge of coordinating and supervising the site



works. The CMA will also be appointed to undertake the role of the Engineer (as described in the FIDIC Red Book) or equivalent for the administration of the Contract.

5.2 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.

5.3 Insurance

The ITER Organization have taken out an insurance policy to cover the risk of physical loss or material damage to the buildings and equipment under construction and erection on the ITER worksite, excluding certain items (so-called first-of-a-kind items “FOAK”). The contractors are insured under this construction policy which includes a waiver of recourse by the insurers against all the insured,

The ITER Organization bears the risk of physical loss or material damage to buildings and equipment under construction and erection on the ITER worksite for FOAK which are excluded from the new construction insurance.

Contractors, Subcontractors of any tier and suppliers and/or consultants (in respect of their site activities) are also covered by this insurance policy and as such are only liable for the deductible, the exclusions or above the limit of coverage mentioned in the insurance policy in accordance with the insurance certificate that will be provided during the next phase of the tender process.

The ITER Organization will cover their own buildings used by the Contractors to perform their duty on Site, excluding the content being the Contractor's property.

The insurance policy subscribed by the ITER Organization shall not affect the Contractor's liabilities or obligations.



6 Procurement Process

The Procurement Process starting with the present Call for Nomination aims at signing the installation works contract called “In-vessel Diagnostic Installation (IDI) Contract” with a qualified and competent tenderer.

6.1 Procurement Procedure

The Procurement Procedure selected for the award of the Contract is the *Call for Tender* procedure.

The Call for Tender procedure is composed of the following steps:

➤ Stage 1- Call for Nomination (CFN):

The Call for Nomination is the first stage of the Call for Tender process. The IO formally invites the Domestic Agencies to nominate potential candidates that are capable of providing the required supplies, services or works in order to enable the IO to pre-qualify the nominated companies.

➤ Stage 2 - Pre-Qualification (PQ):

Following the Call for Nomination, the Pre-Qualification ensures that offers are sought only from qualified Candidates who have the requisite capacity and experience to satisfactorily perform the intended work. The aim of the Pre-Qualification is to establish a list of qualified Candidates (Consortium or single entity) based on the set of selection criteria.

➤ Stage 3 - Invitation to Tender (IT):

Following the Call for Nomination and/or the Pre-Qualification stages, the Invitation to Tender stage is used to obtain proposals from qualified Candidates identified as potential Tenderers.

6.2 Procurement Process Timetable

The tentative timetable is as follows:

Milestone	Date
Call for Nomination	06 August 2021
Information Meeting	03 September 2021
Nominees' list submission deadline by DAs	10 September 2021
Invitation for Pre-qualification Applications	September 2021
Pre-qualification Applications Submission	November 2021
Invitation to Tender	February 2022
Tender Submission	May 2022



Contract Award	October 2022
Commencement Date	January 2023
Start of Site Works	Q3 2023

The estimated duration of the contract is 40 months.

6.3 Candidature

Participation is open to all legal persons participating either individually or in a grouping (consortium) which is established in an ITER Member State. A legal person 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.

The consortium grouping shall be presented at the Pre-Qualification stage. The Candidate's composition cannot be modified without the approval of the ITER Organization after the Pre-Qualification.

In order for a consortium to be acceptable, the individual legal persons 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. Evidence of such authorisation shall be submitted with the Pre-qualification Application and the Tender in the form of power of attorney signed by legally authorised signatories of all the members.

Legal entities belonging to the same legal grouping are allowed to participate separately if they are able to demonstrate independent technical and financial capacities. Candidates (individual or consortium) must comply with the selection criteria. The IO reserves the right to disregard duplicated reference projects and may exclude such legal entities from the pre-qualification procedure.

Eligibility

Entities from the following ITER Member States are eligible for tendering:

- European Union (EURATOM Members)
- Republic of India,
- Japan,
- People's Republic of China,
- Republic of Korea,
- Russian Federation,
- United States of America

The eligibility requirement also applies to Sub-contractors.

ITER Organization reserves the right to broaden the eligibility to other countries if deemed appropriate.



6.4 Contracting Rules

For IDI contract, no particular restriction applies and current IO contractors for ITER Assembly and Installation are allowed to participate to the tender and be awarded the contract.

Also, contractor bidding and being awarded IDI contract (if any) will be allowed to bid and be awarded FMI contract (Lot 3 of in-vessel installation activities for First Plasma subject to separate Call for Tender).

6.4.1 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 Pre-qualification documentation.

At Pre-qualification stage, the capacity of sub-contractors may be considered for special cases duly mentioned in the Pre-qualification documentation. In that case, a letter of intention will be required for the sub-contractors.

6.4.2 Particular conflict of interest situation

Any company (consortium, members, sub-contractors and their experts) who participates in the preparation of the procurement documents or otherwise is involved in or works on any other information relevant to this Procurement Procedure is neither allowed to participate in this Procurement Process nor allowed to participate in the resulting Contract.

This rule is applicable but not limited to any company involved in the following IO contracts (as single entity, consortium member or sub-contractor):

- Construction Management-as-Agent Service Contract – ref. IO/16/CT/4300001334 , whatever the scope of services of the company in this contract;
- Project Management Services to the ITER Organization Project Control Office – ref. ITER/18/CT/6000000258;
- Alignment and Metrology Support Contracts ref. ITER/CT/6000000142, ITER/CT/6000000144 and ITER/CT/6000000146, if the company is assigned services related to IDI scope of works.



7 Annexes

Annex 1:

Technical Summary for the A6.1 Lot 2 IDI Contract

Ref. ITER_D_5ML8SS v1.1