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# **Instructions to Tenderers (ITT)**

## **DMS Fast Shutter - Concept design and proof-of-principle prototyping/testing**

**Ref.: IO/21/OT/10021777/JLE**

Abstract

This document outlines the requirements for submission of a tender to be considered by the ITER Organization.

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## 1 Scope of the Invitation to Tender

The purpose of Invitation to Tender (ITT) is to solicit offers from selected tenderers for the award of a contract titled “DMS Fast Shutter - Concept design and proof-of-principle prototyping/testing” which described in the Technical Specifications, ref. **4NDDKB\_v1.2**.

This document sets out the requirements to be complied with by all invited tenderers when replying to this Invitation to Tender. It also describes the process and criteria that the ITER Organization (IO) will apply to award the contract.

## 2 Special Provisions and Contract Award

### 2.1 Tendering Schedule

Deadline for submission of Acknowledgement of Receipt	Within 5 working days of receipt of this ITT
Tenderers’ conference (if applicable):	N/A
Deadline to request clarifications	16.00 hours CEST on 12 Sep 2021
Deadline for IO to respond to clarifications requests	16.00 hours CEST on 17 Sept 2021
<b>Tender Submission Date</b>	<b>16.00h CEST on 27 Sept 2021</b>
Tenderers presentations (if applicable)	N/A
Indicative award date	Oct 2021
Indicative contract signature	Nov 2021

### 2.2 IO Contact Person and communications

The IO Procurement Officer is: Mr. Jong-Eun Lee EPS/PCD. All communications shall be addressed in writing to the following email address: Ismail Nbou: [Ismail.Nbou@iter.org](mailto:Ismail.Nbou@iter.org) copied to Jong Eun Lee: [Jongeun.Lee@iter.org](mailto:Jongeun.Lee@iter.org)

Communication during the tender process shall only be addressed to the above mentioned points of contact.

### 2.3 Tender Validity Period

The validity of the tender offer shall be six months from the submission date mentioned above. The ITER Organization may exceptionally ask for an extension of the validity of the tenders.

### 2.4 Evaluation Process

This Restricted Tender process follows a two envelope system comprising of separate technical and financial offers.

Technical Evaluation: The envelopes containing the technical offers will be opened and evaluated first and will be scored out of a maximum of 60 points in accordance with the criteria as described in the table below.

There will be a minimum threshold of 42 points or 70% of the total technical points available (60) that must be attained to be technically compliant. Any bidders falling below this number will be deemed to be technically none compliant.

**Financial Evaluation:** The envelopes containing the financial offers will be opened and evaluated second, and will be scored out of a maximum of 40 points. The lowest priced financial offer will receive the maximum score of 40 points. The remaining financial offers will then be divided into the lowest priced offer in turn (next highest) thus providing a score that is inversely proportionate to the price being offered.

*Relative score = (lowest tender price received / tender price under evaluation) x highest score*

Any resulting contract/s will be awarded on the basis of best value for money to the bidder who provides the highest score out of a maximum of 100 points.

No	Award Criteria	TS* Section	Max Points (60)	Related Documents be submitted by Tenderers (See Section 3.1)
<b>Technical Criteria</b>				
T1	Demonstrate experience and competency with design and assembly of valves for vacuum applications, mechanical designs including pneumatic/electrical actuators and prototyping of novel components.	TS6 and TS10	13	Summary of experience with development of devices for similar application
T2	Proposed methodology and strategy to develop a fast shutter. This should include possible concepts, their feasibilities and potential expected technical challenges in the realisation.	TS6.1-6.4	20	Description in Technical Offer
T3	Proposed conceptual test procedure to demonstrate compliance with the technical requirements.	TS6.5	12	Description in Technical Offer
<b>Management Criteria</b>				
M1	Demonstrated Quality System to execute the works in compliance with the IO requirements	TS12	4	Draft Quality Plan and/or valid ISO9001 certificate
M2	Adequacy of the proposed Contractor's Project Implement Team for the proposed scope of work	TS10	4	Draft plan of Project Implementation Team (including CV of main team members)
M3	Commitment and compliance to the ITER schedule requirements	TS8	7	Draft schedule of works
Technical Points			60	
Financial Points			40	
Total Combined Points			100	

\*TS : Technical Specification document

## **2.5 Tender Guarantee**

A tender guarantee is not required.

## **2.6 Division into Lots**

There shall be no division into lots.

## **2.7 Sub-contracting**

The tenderer shall indicate the scope of work and percentage of the sub-contracted work (see Section 5, Form 3).

Each proposed sub-contractor shall provide the additional information requested (See Section 5, Form 3).

The maximum percentage of sub-contracting is 30% of the total contract price. Sub-contracting means that the main contractor has entered into a contract with a third party to execute a specified portion of the scope of work.

## **2.8 Conflict of Interest**

Any contractor (consortium, members, sub-contractors and their experts) who participated in the preparation of the technical specifications of this Tender is not allowed to participate in this tender process.

## **2.9 Variant Offers**

Variant offers are not allowed.

## **2.10 Contract Type**

The scope of work will be formalised through a service contract.

## **2.11 Contract Duration**

The estimated contract duration period shall be 36 months from the date of the signature of the Contract by both parties.

# **3 Content of the Tender**

## **3.1 Administrative Requirements and Technical offer – Envelope A**

### **3.1.1 Administrative Requirements**

Tenderers are requested to submit with their tender the following:

- Declaration of Honour (see Section 5, Form 2).
- Tenderer Submission Form (see Section 5, Form 3).
- Certificate(s) confirming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which they are established have been fulfilled, for each tenderer (single entity or consortium partners).

The proof payment of taxes and social security contributions should indicate the state of affairs at the end of the previous fiscal year, bearing the statement “certified true copy”,

the date and the signature of a person authorized to represent the company for each tenderer (single entity or consortium partners).

- A copy of the last three years' financial statements certified by independent auditors for each tenderer (single entity or consortium partners).
- Quality Assurance Questionnaire (Section 5, Form 8) and relevant Copies of current QA accreditation certificates or the equivalent documents.

### **3.1.2 Technical Offer**

The requested information and documents listed in these Instructions to Tenderers are required to enable the ITER Organization to assess the merit, quality and compliance of the tender with technical requirements as defined in the Technical Specifications.

Based on the technical evaluation criteria, a **Technical Offer Implementation Plan** will be provided and this will include at a minimum the:

#### **T1 “Summary of the requirements” section demonstrating understanding of the tasks**

Tenderers shall summarize the required scopes and requirements by using their own wordings in order demonstrate good understanding of the tasks in the section 6 of technical specification. It should not be a copy and paste of the technical specifications, but rather how the tenderer understands the work that needs to be carried out as well as the level of maturity required.

#### **T2 “Reference projects” section demonstrating experience relevant to the tasks**

Tenderers shall present at least two examples of previous projects they worked on that demonstrate their capability and competency with respect to tasks foreseen within this IO contract. These examples shall describe shortly the overall project, the work done by the tenderer, including the tools and methodology used. The relevant technical competences required for this foreseen contract (section 6 and 10 of the technical specification) that were also covered in those past projects can be indicated as well as lessons learnt that could be used from those projects.

#### **T3. “Project methodology” section**

Tenderers shall submit how the following tasks in the section 6 of technical specification shall be carried out in compliance with technical specification and the demonstrated capability of the tenderer. For each of the 4 subtasks (A to D) in the technical specification the tenderer shall indicate:

- How the tasks will be carried out
- The tools proposed to be used
- How it will be verified that the requirements are met
- Potential risks and challenges and how they may be able to overcome
- The profiles (project manager, engineer, designer, analyst, technician ...) and fractions (or hours) of the resources proposed to be used (e.g. x% project manager, y% senior engineer, z% junior designer, ...)

Based on the management evaluation criteria following other documentation will be provided:

**M1. Draft of Quality Plan**

Tenderers shall submit a draft quality plan to illustrate how they ensure the good quality of the works during the contract period.

The contractor shall present a copy of valid ISO 9001:2015 certificate (or an equivalent certificate or quality management system description that demonstrates the implementation of a quality management system - IO acceptance of equivalency is required)

**M2. Draft Plan for Project Implement Team (section of Quality Plan)**

Tenderers shall submit a plan of Project Implement Team.

It shall include the following information as minimum:

- A team organization chart with roles and functions
- The team members' specific capabilities and experiences and CV of the members to execute critical activities under the contract
- Each team member's time allocation (full time or time in percentage)
- Justifications that the team is adequate to execute the proposed work and achieve the schedule
- Any other information judged necessary by the tenderer

**M3. Draft schedule of works (section of Quality Plan)**

The Tenderer shall submit:

- Detailed schedule of works, maintaining the required (relative) milestone dates of the IO as indicated in the Technical Specification section 6 and 8.
- Preliminary list of human and material resources planned for the proposed work, including the mobilisation plan and description of means to secure the schedule

In addition to the requested information and documents the tenderers may provide additional documents and information to demonstrate their competencies as well as technical and professional capacities relevant to fulfil the requirements specified in the Technical Specifications.

**3.2 Financial Offer – Envelope B**

The financial offer shall be submitted in a separate sealed envelope.

The financial offer shall be presented in the format of the “Price Schedule” Form (see Section 5, Form 6).

The contractor shall include the cost for each deliverable in their proposal.

Prices shall be inclusive of all costs, including but not limited to the cost of labour, material, taxes, management, daily transport, preparation, overheads, profit and fee, as well as costs associated with the presence, including cost for travel and subsistence expenses, of the contractor's personnel at the ITER Organization site or other locations as described in the Technical Specifications.

The prices shall be in Euros, net of all duties and taxes. As an international organisation the ITER Organization is exempt from all taxes and duties. In the event the tenderer believes that despite



the ITER Organization's tax and duty exemption privileges some taxes are unavoidable and hence applicable, it shall indicate those taxes separately.

The financial offer shall be checked for any arithmetical error. If any errors are found, the tenderer shall be requested to clarify and correct any discrepancies if necessary.

### 3.3 Number of Copies (Format)

Considering the measures put in place in ITER Organization to avoid the diffusion of COVID-19, the Evaluation Committee could not be able to meet physically to open paper submissions of the tender package. The Evaluation Committee will perform the evaluation of the submissions remotely using electronic copies.

The Tenderers shall therefore submit their offers electronically in one original, marked "original", to the IO contact persons indicated in section 2.2 of this ITT, in the format described below.

- **One ZIP folder containing the Technical Offer** where all the requested documents shall be conveniently grouped and organised. They shall be in pdf searchable format (unless otherwise indicated for some specific documents) and shall have a cover page dated and signed (also electronically).

A summary file with the list of all documents forming the technical submission shall be included in the Technical Offer ZIP folder and it shall also indicate where each requirement is covered.

- **One ZIP folder containing the Financial Offer** where all the requested documents shall be conveniently grouped and organised. They shall be in pdf searchable format (unless otherwise indicated for some specific documents) and shall have a cover page dated and signed (also electronically). In addition the Tenderer shall include a copy in Excel format of the price breakdown grids provided in this ITT (as Form 6) to calculate the prices.

A summary file with the list of all documents forming the financial submission shall be included in the Financial Offer zip folder.

**The ZIP folder containing the financial offer shall be protected with a Password** (password not to be provided in the submission e-mail).

The Tenderers shall send the password 7 days after the sending of the technical and financial packages to the same contact persons.

Please note that both technical and financial offers shall be sent at the same time. No separate or further sending will be accepted. The IO will not accept to receive the financial offers at a later date.

All the required information as specified above must be completed for a valid response, which is a mandatory prerequisite to be admitted to the tender evaluation.

## 4 General Provisions of Tendering

### 4.1 Acknowledgment of Receipt

It is essential for the tenderer to return the Acknowledgement of Receipt form duly signed and stamped (Section 5, Form 1). The form must be returned (e-mailed) within 5 working days of receipt of the ITT, clearly indicating the tenderers intention to submit an offer or not.

If you do not intend to submit an offer for this tender please could you kindly indicate your reasons for declining to bid?

#### **4.2 Submission of the Tenders**

The Tenderer shall submit its offers in electronic format to the IO contact persons indicated in section 2.2 following the instructions provided in section 3.3 as follows:

**Two different modalities will be accepted by the IO to receive the tender offers:**

1. Submission **by e-mail** only if the size is small (overall sending below 5MB), or
2. Submission creating a link to **IO temporary upload system** at the following address: <https://user.iter.org/filessharing/FileUpload.aspx> following the instruction provided at the same link.

If you decide to use an upload system please inform IO contact persons via e-mail, providing the link. In all the cases mentioned above IO will download the files, check if the content is readable and in line with the summary of content. In case there is no need for clarification IO will then register the reception of the submission at date and time of the e-mail used to provide the link or directly the offers. An acknowledgement of receipt will be send to the Tenderers by the Procurement officer via e-mail.

**No further submission will be accepted after this point in time.**

Tenders **must be received** by the date indicated in the tendering schedule (see Section 2.1). They must include all the requested documents.

**Any breach of these instructions (e.g. single .zip folder or references to price in the technical offer) will lead to rejection of the tender.**

#### **4.3 Signature**

The technical and financial offers shall be dated and signed by the duly authorised representative of the tenderer who shall also sign the Tender Submission Form (Form 3, Section 5).

#### **4.4 Official Language**

The official working language of the ITER Organization is English. The tender, any information and correspondence shall be submitted in the English language. The ITER Organization will not accept a tender submitted in any other language.

#### **4.5 Correspondence**

Any communication in connection with a tender shall be addressed **ONLY in writing to the contact person stated in the Letter of Invitation to Tender and Special Provisions**. All correspondence should quote the reference number of the Invitation to Tender.

#### **4.6 Clarifications to the Tender Documents**

The tender documents should be clear enough to preclude the need for tenderers to request additional information during the procedure. If the ITER Organization, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender documents, it must send such information in writing to all other tenderers at the same time.

Tenderers may submit questions in writing to the contact person as defined in the Special Provisions (see Section 2.2). The ITER Organization has no obligation to reply to requests for clarifications received after the date stipulated (see Section 2.1).

The ITER Organization shall respond to any requests for clarifications to the tender dossier as defined in the Special Provisions (see Section 2.1) and in any case at the latest 11 calendar days before the deadline for submission of tenders.

Any tenderer seeking to arrange individual meetings with the ITER Organization in connection with this tender procedure during the tendering period may be excluded from the tender procedure.

#### **4.7 No Consultation**

The tenderer shall not:

- consult, communicate or agree with any other tenderer or competitor, with regard to price or any other matter related to the tender for the purpose of restricting competition;
- disclose the price, directly or indirectly, to any other tenderer or competitor, except in the case of standard price lists;
- make any attempt to induce any other person or organisation to submit or not to submit a tender for the purpose of restricting competition.

If a tenderer is found to be in breach of any of these instructions, the ITER Organization reserves the right to exclude the tenderer from the procedure or reject their tender.

The above however shall not restrict the right of the tenderer to form consortia, joint ventures, partnerships etc.

#### **4.8 Tender Guarantee**

The ITER Organization reserves the right to request a guarantee securing the tender submitted by a tenderer if deemed necessary. The form and amount shall be specified in the Special Provisions.

#### **4.9 Division into lots**

If the tender is divided into lots, the tenderer may submit a tender for one, several or all lots as shall be indicated in the Special Provisions (see Section 2.6). Each lot may result in a separate contract and the sub-tasks or supply items indicated for the different lots will be indivisible. The tenderer must offer the whole set of sub-tasks or supply items per lot. If the tenderer is awarded more than one lot, a single contract may be offered to the tenderer for all the lots awarded.

#### **4.10 Tender and Contract Conditions**

By submitting a tender, the tenderer accepts in full and without restriction these instructions, and the general and special conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives.

Tenderers are expected to examine carefully and comply with all instructions, forms and contract conditions contained in these tender documents.

Tenders must be presented in the requested format and include all requested information and documents. Failure to respect the requirements may result in the rejection of the tender.

#### **4.11 Consortium**

Information concerning individual consortium members, their intended scope of work under the contract and the envisaged allocated percentage of the contract price is required to be provided in the Tender Submission Form (Section 5, Form 3). Nevertheless, in the case of consortium being awarded the contract, the ITER Organization shall only have one single executive contact. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the ITER Organization for the implementation of the contract. Proposals stating that one of the members of consortium will be responsible for only part of the contract or that more than one contract should be signed if the joint proposal is successful are incompatible with the principle of joint and several liability. The ITER Organization will disregard any such statements contained in the proposal and reserves the right to reject such proposals.

The consortium's composition cannot be modified without prior approval of the ITER Organization.

#### **4.12 Export Control**

Compliance with the requirements of the ITER Organization shall not exempt the tenderer from complying with the applicable national laws, which remains full responsibility of the tenderer. The contract(s) awarded pursuant to this Call for Tender may be subjected to export control restrictions. Restrictions on the confidentiality, use and distribution of information may be imposed.

#### **4.13 Work on ITER Site by Contractors**

In the event that the tenderer's personnel are required to work on ITER site, it is the responsibility of the tenderer to ensure that they comply with all security restrictions and applicable French laws in force (see Section 5, Form 2, paragraph 9 of Declaration of Honour). The tenderer is responsible for obtaining valid ITER site access, work permits and visas as applicable to the individuals under French law. Failure on the part of the tenderer to comply with these requirements could delay the commencement of the contract. Any such delay will be the responsibility of the tenderer.

In the event that the tenderer fails to comply with such obligations during the course of the contract, the ITER Organization reserves the right to suspend payment and/or terminate the contract.

#### **4.14 Expenses / No Compensation**

Expenses incurred in connection with the preparation and submission of the tender will not be reimbursed.

This invitation to submit a tender is in no way binding on the ITER Organization. The ITER Organization's contractual obligations commence only upon signature of the contract with the successful tenderer. Up to the point of signature, the ITER Organization may cancel this tender procedure. In no event will the ITER Organization be liable to compensate tenderers in respect of any expenses or losses, including without limitation any loss of profit, even if the ITER Organization has been advised of the possibility of loss.

#### **4.15 Documents Submitted by the Tenderer**

All documents submitted by a tenderer shall become the property of the ITER Organization. These documents will be considered confidential.

#### **4.16 Submission of Variant Offer**

Tenders must comply with the tender documents requirements. If variant offers are allowed in the letter of Invitation to Tender and in the Special Provisions, the proposed variant offer(s) should be submitted in a separate envelope clearly marked "Variant Offer". Variant offers shall be assessed as described in the Special Provisions.

The technical specifications will provide the minimum requirements of the variant.

The ITER Organization is not obliged to accept a variant offer.

#### **4.17 Changes to Tenders**

Changes or amendments to tenders can only be accepted if they arrive before the Tender Submission Date stated in the Special Provisions, and shall be submitted following the same instructions as applicable to the tender submission with the exception that the outer envelope shall in addition be clearly marked as "Changes to Tender".

#### **4.18 Material Change in Circumstances**

The tenderer shall inform the ITER Organization of any changes of circumstances during the tender process including, but not limited to:

- a change affecting any declaration, accreditation, licence or approval;
- major re-organisational changes, company re-structuring, take-over, buy-out or similar events affecting the operation and/or financing of the tenderer or its major sub-contractors;
- a change to any information on which the ITER Organization may rely in assessing tenders.

#### **4.19 Tender Documents, Specifications, Drawings**

The tender documents and any specifications, plans, drawings, patterns, samples or information provided by the ITER Organization are issued solely for the purpose of enabling a tender to be completed and may not be used for any other purpose.

#### **4.20 Award Notification and Debriefing of Unsuccessful Tenderers**

By submitting an offer, the tenderer acknowledges:

- a) The right of the ITER Organization to reject the offer in whole or in part.
- b) The right of the ITER Organization to reject an offer if the tenderer fails to submit the information required by the tender documents or if the tender is in any way incomplete or non-compliant.

- c) That the ITER Organization is not bound to accept the offer.
- d) Awarding of the contract will be made at the discretion of the ITER Organization.

The ITER Organization will evaluate the tenders based on the selection and award criteria provided in the Instructions to Tenderers. Each tenderer will be informed of the outcome concerning their respective tender.

Awarded and unsuccessful tenderers are notified in writing by e-mail by a representative of the Procurement and Contracts Division (PCD) after the contract award decision has been made. It is the responsibility of the tenderers to provide a valid e-mail address for communication with the ITER Organization and to monitor e-mail communications received from the ITER Organization.

Debriefing of unsuccessful tenderers is not mandatory. However, a debriefing may be conducted by the Chairperson of the Evaluation Committee or the Head of PCD upon request from an unsuccessful tenderer. Debriefing may be conducted as a meeting at the ITER Organization headquarters or telephone conference/video conference.

The scope of the debriefing is limited to identifying the technical deficiencies or weaknesses of the respective tender. The scoring and financial details of other tenderers will not be revealed or discussed.

#### **4.21 Standstill Period**

Unless there is an exceptional and justified need to sign the contract urgently, there shall be a standstill period of 10 calendar days between the date of the letter notifying the tenderer of the tender results and the signature of the contract, during which the tenderer has the opportunity to challenge the contract award decision through review proceedings.

The contract is signed only after this period. During this standstill period unsuccessful tenderers may consider requesting further information, debriefing or review proceedings by the Review Board as set out in Section 4.22.

The standstill period is applicable only for competitive procedures where there has been more than one technically compliant offer.

#### **4.22 Procurement Review Board**

Should a tenderer request a review of the procurement decision, a Review Board will handle the complaint in relation to the implementation of the ITER Organization procurement procedures for the award of the contracts.

The Review Board will consist of members appointed by the ITER Organization and Domestic Agencies.

The decision of the Review Board should be taken no more than 30 calendar days from the time the Review Board acknowledges receipt of a complaint.

The decision of the Review Board shall be communicated immediately to the Director-General of the ITER Organization, indicating the reasons for the decision based on relevant facts. The decision shall be communicated to the respective tenderers and implemented by the IO.

#### **4.23 Eligibility**

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

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

On 31 January 2020, the UK left the EU and Euratom with a transition period from 1st February to 31 December 2020 to be used to determine the conditions of their future relationship. Euratom is the ITER Member and the withdrawal of the UK from Euratom leads to the fact that UK is not anymore party to the ITER project.

Until the 31 December 2020, current end date of the transition period, UK entities retain the right to participate in IO procurement procedures.

The ITER Organization may decide to broaden the eligibility to other countries as deemed appropriate.

#### **4.24 Sub-contracting**

Sub-contracting is allowed up to level 1. The ITER Organization reserves the right to determine the maximum percentage of sub-contracting allowed as indicated in the Special Provisions. Each sub-contractor is required to complete Forms 2, 3 and 4 of Section 5 which shall be submitted to the ITER Organization by the tenderer as part of its tender. The ITER Organization reserves the right to approve any sub-contractor that was not notified in the Tender Submission Form and request a copy of the sub-contracting agreement between the tenderer and its sub-contractor(s).

Under no circumstances can the main contractor avoid liability toward the ITER Organization on the grounds that the sub-contractor is at fault.

#### **4.25 Conflict of Interest**

In the procurement process, tenderers are not excluded automatically if they have taken part in preparatory stages of the scope or the technical content of the tender. A tenderer is excluded if it has directly participated in the preparation of the technical specifications of the tender.

The Special Provisions shall determine what preparatory work establishes a conflict of interest for the specific tender. Moreover, the Special Provisions shall also determine if the contract in question will establish a conflict of interest for future contracts.

#### **4.26 Background Intellectual Property Declaration**

For the implementation of the obligations related to intellectual property rights, the tenderer and its sub-contractors are required to describe in detail both the background intellectual property that they make available under the awarded contract and the generated intellectual property as and when it is produced.

The declaration of Background Intellectual Property (see Section 5, Form 4) shall provide a disclosure of the background intellectual property to the ITER Organization and, where applicable, to any other parties that may be entitled to use the background intellectual property. A printed copy of the Declaration of Background Intellectual Property will be attached as part of the contract between the ITER Organization and the successful tenderer. Intellectual property use and ownership rights will be based on the Declaration of Background Intellectual Property. The Declaration of Background Intellectual Property also constitutes an indication of the level of knowledge and information brought by the contractor to the contract. The generated intellectual property resulting from the execution of the contract will be established by, inter alia, a comparison between the overall results of the contract and the pre-existing knowledge and information as set out in the Declaration of Background Intellectual Property. Any relevant information or knowledge not mentioned or specifically excluded in the Declaration of Background Intellectual Property will be considered as generated intellectual property and as such will be subject to the relevant provisions of the Annex on Information and Intellectual Property of the ITER Agreement.