

# **Call for Nomination**

## SUMMARY

IO/18/CFT/70000417/JTR

for

### ***Framework Contract for the supply of Process Instrumentations for the IO Cooling Water Systems (CWS)***

## **1 Introduction**

The purpose of this Call for Tender is to appoint suitably qualified companies through a competitive bidding process for the supply of process instrumentations for the ITER Cooling Water System (CWS). The ITER Organisation (IO) reserve the right to award multiple framework contracts following the conclusion of the tender and evaluation process.

## **2 Background**

ITER will be equipped with its Cooling Water System (CWS) to manage the heat generated during operation of the tokamak. The internal surfaces of the vacuum vessel (first wall blanket and divertor) must be cooled to approximately 240 °C only a few meters from the 150-milliondegree plasma. Water will be used to remove heat from the vacuum vessel and its components, and to cool auxiliary systems such as radio frequency heating and current drive systems, the chilled water system (CHWS), the cryogenic system, and the coil power supply and distribution system. The cooling water system incorporates multiple closed heat transfer loops plus an open-loop heat rejection system (HRS). Heat generated in the plasma during the deuterium-tritium reaction will be transferred through the tokamak cooling water system (TCWS) to the intermediate component cooling water system (CCWS), and to the HRS, which will reject the heat to the environment.

## **3 Technical Scope**

The scope of work under this Framework Supply Contract is to procure the process instrumentations to be used in the CWS, including HRS, CCWS, and CHWS as defined above.

The process instrumentations anticipated under this Contract will be as follows:

- 1) Flow instrumentations
- 2) Pressure instrumentations
- 3) Temperature instrumentations
- 4) Level instrumentations
- 5) Water chemical parameter instrumentations

The instrumentation will be expected to include where applicable; Gauges, Transmitters, and Switches. The transmitters and switches will be connected to CWS plant instrument and control (I&C) systems.

All the instrumentations are expected to be COTS (commercial off-the-shelf products) from the supplier's catalogue with the proven supply and test references in the past.

## 4 Procurement Process

The Procurement Process starting with the present Call for Nomination aims at signing one or more supply framework contract called "Framework Supply Contract for CWS Process Instrumentations".

The Procurement Procedure selected is called 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 (PQQ):

Following the Call for Nomination, the Pre-Qualification Questionnaire 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 (ITT):

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.

At Stage 1 (CFN), subject of the present document, nominations are sought from ITER Domestic Agencies for companies, institutions or other entities that are capable of providing works and associated supplies and services.

At Stage 2 (PQQ), the Candidates shall decide whether or not to apply to the tender or to apply either individually or form a consortium with other interested and eligible parties.

At Stage 3 (ITT), the qualified Candidates shall provide a tender proposal in line with the details of the tender requirements and their Pre-qualification applications.

## 4.1 Procurement Timetable

The tentative timetable is as follows:

Milestone	Date
Call for Nomination	October 2018
Invitation for Pre-qualification Applications	December 2018
Pre-qualification Applications Submission	February 2019
Invitation to Tender	February 2019
Tender Submission	March 2019
Contract Award	April 2019
Contract Signature Date	April 2019
Contract Commencement Date	1 <sup>st</sup> May 2019

## 5 Experience

The potential tenderers shall demonstrate experience in the following areas:

1. Design, manufacture and supply of process instruments for large-scaled cooling water process plants (energy plant, chemical plant and so on)
2. Production capability and delivery lead-time to match the project needs
3. Technical and commercial organization to support to complete the project successfully

The detailed criteria will be defined and informed later to the nominated Candidates.

## 6 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.

## **7 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.

## **8 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.