

COMPETITION RULES

Consultancy services for nuclear safety,
including spent fuel management,
radiation protection and risk assessment

Case number 26/02367

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1 INFORMATION ABOUT THE PROCUREMENT

1.1 Contracting Authority

Norwegian Health Network SF (NHN) invites to tender competition in connection with the procurement of Consultancy services for nuclear safety and security, radiation protection and risk assessment

The Contracting Authority for the procurement is The Norwegian Radiation and Nuclear Safety Authority (DSA).

The Norwegian Radiation and Nuclear Safety Authority (DSA) is the national authority and expert body in matters concerning nuclear safety and security, radiation use, natural radiation and radioactive contamination in the environment and radioactive waste. DSA carries out assignments on behalf of the Ministry of Health and Care Services, the Ministry of Foreign Affairs and the Ministry of Climate and Environment.

NHN assists the Contracting Authority in the work with this procurement through its role as a service center for procurement in the state health administration.

For more information about DSA, see <http://www.dsa.no>

For more information about NHN, see <http://www.nhn.no>

1.2 Purpose and Scope of the Procurement

The Contracting authority requires the establishment of a consultancy service agreement within the following area:

The consultancy service agreement will be for the provision of general and technical services in development and support of DSA's core regulatory functions. The work shall comprise advice, development of written guidance material and competence building activities for the DSA related to nuclear safety and radiation protection. It shall also comprise review and assessment of documents from the operator(s).

There are three nuclear sites in Norway, the research reactor sites in Kjeller and in Halden, and the combined repository and storage facility for low and intermediate radioactive waste in Himdalen. In 2018, the Norwegian government established a new governmental organisation, Norwegian Nuclear Decommissioning (NND), that will take over all Norwegian nuclear facilities at Kjeller, Halden and Himdalen from the original operator, Institute for Energy technology (IFE). NND will be responsible for operation of the nuclear facilities, their decommissioning and the management of radioactive waste and spent nuclear fuel. So far, the nuclear site in Halden has been transferred from IFE to NND, and the two other sites are close to being transferred.

Before decommissioning can start, there are a number of processes that need to be concluded in order for the operator(s) to be in position to make changes to the facilities in a safe and responsible manner, and for the regulatory authority (DSA) to be in a position to approve changes in accordance with regulations and international standards. In preparation

for decommissioning and during decommissioning there will be need for establishing new waste management facilities, including plans for a US-developed Mobile Melt Consolidation facility (MMC).

Task Description:

Nuclear safety and radiation protection to support regulatory functions.

The work shall comprise advice, development of written guidance material and competence building activities for the DSA related to nuclear safety and radiation protection. It shall also comprise review and assessment of documents received from the operator(s).

Type of facilities to be covered:

- Research reactors; permanently shut down, not fully unloaded
- Fuel cycle facilities; storages for fresh and spent nuclear fuel and research labs
- Predisposal facilities
- Disposal facilities

Type of activities to be covered:

- Nuclear spent fuel management
- Nuclear waste management
- Transport of nuclear material
- Other decommissioning and dismantling activities

Technical support requested will be related to the following core of DSA's regulatory and associated processes:

- Review and assessment (primarily)
- Contributions to DSA's Regulations and guides
- Authorization, inspection and enforcement

DSA will allocate tasks, in consultation with the Consultant, and agree on a team for the work and estimated work effort. Such work will be paid on a 'call-off' basis for the actual time spent and any associated expenses up to the maximum value of the contract.

EXAMPLES OF TYPES OF WORK

Examples of the types of technical support may include, but are not limited to:

Review and assessment of licence/permit applications or associated documentation and/or advice and/or competence building activities in support of such processes, including:

- new predisposal facilities or other nuclear waste management facilities
- use of transport containers/transport casks for spent nuclear fuel
- configuration management at nuclear facilities
- analysis of safety and/or management and/or emergency preparedness arrangements for nuclear facilities
- risk- and/or safety assessments to determine their adequacy, completeness and consistency with national and international regulations and guidance, and international best practice
- performance of independent assessments, including risk and safety

Support relating to regulations and regulatory guidance – including:

- Review of international recommendations and guidance and provision of advice on application to Norwegian situations and the regulatory framework
- Review of existing national regulations and guidance and provision of advice on their further development
- Assessment and analysis of relevant information and data
- Preparation of data or proposals for text for inclusion in regulatory guidance.

Inspection:

- Provision of support to the Contracting authority inspectors in preparing for and undertaking inspections.

The objective is to assist DSA with competence and capacity to effectively review and assess documentation in order for DSA to be in a position to make regulatory decisions regarding the nuclear facilities in Norway in an efficient manner.

2 Deadlines

The Contracting authority has proposed the following time frames for the process. Please note that the times after opening the offers are provisional.

Activity	Date and time
Distribution of the competition	26 August 2026
Deadline for asking questions about the competition basis	23 September 2026 at 12:00 PM
Deadline for submitting offers	29 September 2026 at 12:00 PM
Evaluation	Week 41 - 42
Notifications to suppliers	16 October 2026
Expiration of grace period	26 October 2026
Conclusion of contract (contract signature)	27 October 2026
The offer's validity period	31 December 2026

2.1 Additional Information and Communication with the Contracting Authority

All communication in the process shall take place via the Mercell competition execution tool.

The Supplier can request additional information from the Contracting Authority in writing.

Incoming questions will be reviewed and answered in a general and anonymized manner, and answers will be continuously distributed via Mercell.

Should any errors or ambiguities be identified in the competition basis, we request that these be communicated in writing to the Contracting Authority via the communication module in the Mercell portal.

2.2 Contract provisions

The contractual relationship will be regulated by the The Norwegian Government's Standard Terms and Conditions SSA-B with appendices.

2.3 Duration

The consultancy service agreement runs according to the timeframe set out in appendix 3.

2.4 Contract Value

Maximum Contract Value: The total value of this Agreement shall not exceed NOK 25 000 000 over the full contract period.

The contract value is not certain but is carefully estimated within previous need for consultancy services within the area described in clause 1.2. The chosen supplier cannot require purchase for the above estimate depending on the total contract period including options.

Non-Exclusivity: The Contracting Authority reserves the right to procure similar services from other suppliers during the contract period. Nevertheless, it is the intention of the Contracting Authority to utilize this Agreement to the greatest extent possible until either the maximum contract value or the maximum contract period is reached.

3 ADMINISTRATIVE PROVISIONS

3.1 Procurement Procedure

The procurement is carried out in accordance with the Norwegian Public Procurement Act of 17 June 2016 (LOA) and the Public Procurement Regulations (FOA) FOR-2016-08-12-974, Parts I and III. The contract will be awarded following the open tender procedure, cf. FOA § 13-1(1).

Negotiations are not permitted in this competition. Consequently, offers cannot be altered after the submission deadline. Furthermore, please note that tenders containing significant deviations from the procurement documents must be rejected pursuant to FOA § 24-8 (1) (b). The Contracting Authority may reject tenders that contain deviations, ambiguities, or similar issues that cannot be considered insignificant, cf. FOA § 24-8 (2) (a).

Suppliers are therefore strongly encouraged to follow the instructions provided in this tender documentation and its annexes, and to ask questions about any ambiguities via the Contracting Authority's e-procurement system (KGV).

The tender must be prepared in accordance with the guidelines provided in this tender documentation and its annexes and submitted electronically using the Contracting Authority's e-procurement system (KGV).

3.2 Requirements for Working Conditions and Wages

The contract will include requirements for wages and working conditions, documentation, and sanctions in accordance with the regulation on wages and working conditions of February 8, 2008, no. 112.

3.3 Tax Certificate

If the selected Supplier is Norwegian, the supplier must deliver a tax certificate for value added tax and a tax certificate for tax, cf. Regulation on public procurement § 7-2. The tax certificate must not be older than **six** months counted from the deadline for submitting offers.

3.4 Confidentiality

The Contracting Authority and its employees are obliged to prevent others from gaining access to or knowledge of information about technical devices and procedures or operational and business conditions that it would be of competitive importance to keep secret, cf. FOA § 7-4, cf. the Public Administration Act § 13.

3.5 Update of the Competition Rules

Any corrections, additions, or changes to the competition rules, as well as questions and answers in anonymized form, will be communicated to all suppliers who have expressed interest in the procurement in the Merccell portal.

3.6 Costs of Participating in the Competition

Costs incurred by the supplier in participating in the competition are irrelevant to the contracting authority.

3.7 Publicity

For public access to offers and procurement protocols, the Public Access Act (Act of May 19, 2006 No.16) § 23 applies.

In the event of a request for access to inquiries or offers, only confidential information (trade secrets) can be exempted from public access. Therefore, the Supplier is asked to provide a redacted version of the inquiry and offer, where the information the Supplier believes must be considered confidential is marked. Please note that the information the Supplier marks as confidential will only be indicative for the Contracting Authority, as the Contracting Authority is obliged to make an independent assessment of which information can be disclosed.

3.8 Tender Documents

The tender documents consist of the following parts and documents:

Part	Documents
I	Competition Rules (this document) with attachment • Part I Attachment 1 Offerletter (template) • Part I Attachment 2 Declaration of Commitment (template) • Part I Attachment 3 Supplier Documentation on Experience and Capacity

Part	Documents
	(template)
II	Contract Part II SSA-B English and SSA-B English Appendices (The Norwegian Government's Standard Agreement for Consultancy Assistance and appendices to the agreement)
III	Appendices to the Contract - Part III Attachment 1 Self-Declaration Ownership - Part III Attachment 2 Agreement on Confidentiality - Part III Attachment 3 End User Statement

4 OTHER TERMS AND CONDITIONS OF THE CONTRACT

4.1 Export License

Export license must be granted by the Norwegian Agency for Export Control and Sanctions (DEKSA). The implementation of the contract may involve the transfer of dual-use technologies from Norway by the Contracting Authority. As such, the work falls under Norwegian export control regulations, and obtaining an export license is a prerequisite for contract implementation. The selected Supplier must, after contract signature, sign an End User Statement (EUS) as part of the documentation necessary for the submission of an Export License Application. Once the Application is submitted, it is expected that a decision will be made by DEKSA within six weeks.

4.2 Conflict of Interest

The selected Supplier shall not hold active contracts with organizations that are, or are likely to be, authorized or licensed by the Contracting Authority.

5 RULES ON QUALIFICATIONS

5.1 About Qualification Requirements

The qualification requirements are minimum requirements set for the suppliers' ability to fulfil the contract. The purpose of the qualification requirements is to ensure that suppliers have the necessary registrations, sufficient economic and financial capacity, and technical and professional qualifications to fulfill the contract.

The Contracting Authority will assess the suppliers' qualifications based on the information provided in the offer. Suppliers are responsible for ensuring that all requested documentation is submitted and that all questions and requirements are answered. The Contracting Authority may, but is not obliged to, ask suppliers to submit, supplement, clarify, or complete received information or documentation.

Suppliers who do not meet all qualification requirements will be rejected.

The Supplier must confirm through the ESPD form in the Mercell portal that they meet the qualification requirements, and documentation of compliance with the requirements must be attached to the offer.

5.2 European Single Procurement Document (ESPD)

In addition to the requested documentation specified in the tables in section 4.3, the Supplier must submit the European Single Procurement Document (ESPD) as preliminary documentation that the Supplier meets the qualification requirements and that there are no grounds for rejection. The ESPD form is integrated into Mercell. Before awarding the contract, the Contracting Authority will require the selected Supplier to promptly provide updated proof of documentation.

In this competition, the Supplier can provide a collective declaration of compliance with all qualification requirements specified in the competition basis. This is done in Part IV, section α of the ESPD.

The rejection rules in the FOA regarding rejection due to Supplier conditions go further than the rejection grounds specified in the EU Procurement Directive (2014/24/EU) and the ESPD standard form. It is therefore emphasized that all rejection grounds related to Supplier conditions, cf. FOA § 24-2, including the purely national exclusion grounds, cf. ESPD Part III (Rejection Grounds), section D (Purely National Rejection Grounds), apply in this competition.

The following rejection grounds in FOA § 24-2 are purely national rejection grounds:

- § 24-2 (2): This provision states that the Contracting Authority must reject a Supplier when it is known that the Supplier has been convicted or has accepted a fine for the specified criminal offenses. The requirement that the Contracting Authority must reject Suppliers who have accepted fines for the specified criminal offenses is a uniquely Norwegian requirement.
- § 24-2 (3) letter i: The rejection ground in the ESPD form only applies to serious errors in professional conduct, while the Norwegian rejection ground also includes other serious errors that may cast doubt on the Supplier's professional integrity.

5.3 Qualification Requirements

Supplier's Registration, Authorization, etc.

Requirement	Documentation requirements
R1: The Supplier must be registered in a company register, professional register, or trade register in the state where the supplier is established. The certificate shall not be older than twelve (12) months according to the tender due date.	Norwegian companies: Certificate of registration. Foreign companies: Proof that the company is registered in a company register, professional register, or trade register in the state where the Supplier is established.

Supplier's Economic and Financial Capacity

Requirement	Documentation requirements
R2: The Supplier must have economic and financial stability that assures the Contracting Authority that the Supplier will be financially viable throughout the contract period.	An extended credit assessment/report, not older than 3 months, from a publicly approved credit rating company, with a rating of A (creditworthy) or equivalent or better rating. The report must be based on the latest known financial statements. The date must be clearly stated. If the supplier has valid reasons for not being able to provide the documentation requested by the Contracting Authority, the Supplier may substantiate their economic and financial position with any other document that the Contracting Authority deems suitable.

Supplier's Technical and Professional Qualifications

Requirement	Documentation requirements
R3: The Supplier must have strong experience of similar deliveries . By similar deliveries, it is meant deliveries in line with the specifications in 1.2.	Description of the Supplier's most relevant deliveries in the last 3 years, along with information about the contract's value, time of delivery or execution, and the name of the recipient. Contact information for the reference person at the Contracting Authority who can confirm the information must be provided.
R4: The Supplier must have sufficient technical and professional capacity to fulfil the contract.	A description of the technical personnel or technical units, especially those responsible for quality control, that the Supplier has at their disposal to fulfil the contract. <i>We request a description of the Supplier's overall capacity, not an overview of individual personnel's qualifications.</i>

Certificates for quality assurance, environmental management and information security

Requirement	Documentation requirements
R5: The Supplier must have established and implemented good quality assurance procedures .	Description of technical facilities and investigation and research facilities that the Supplier has at their disposal, and the Supplier's quality assurance measures: explain how quality management is organized in the company, the procedures and routines that ensure delivery quality, how the company handles nonconformities and works with continuous improvement If the supplier is certified according to ISO 19001 or equivalent standards, it will be sufficient to provide a copy of a valid certificate.
R6: The Supplier must have established and implemented good environmental management measures .	Description of environmental management measures: explain how environmental management is organized in the company, the procedures and routines established to reduce environmental impact and how the company works with continuous environmental improvement If the Supplier is certified according to ISO 14001, EMAS, or equivalent standards, it will be sufficient to provide a copy of a valid certificate.
R7: The Supplier must have established and implemented good information security procedures in accordance with recognized standards and best practices.	Description of the security management system: explain in full (documentation) how security management system is implemented and continuously developed within a recurring lifecycle. If the Supplier is certified according to ISO 27001, NIST CSF, or equivalent standards, it will be sufficient to provide a copy of a valid certificate.

5.4 Support from other Businesses to Meet Qualification Requirements

A Supplier can rely on the capacity of other businesses (supporting businesses) to meet the qualification requirements regarding economic and financial capacity, and technical and professional qualifications.

If a Supplier wishes to rely on the capacity of other businesses, the Supplier must document that they have the necessary resources by submitting Part I - Attachment II – Declaration of Commitment.

The Supplier must provide documentation from the supporting businesses confirming that they meet the relevant qualification requirements.

6 BID PREPARATION AND SUBMISSION

6.1 Bid Preparation

The bid must be submitted electronically through Mercell by the deadline specified in section 2 above. The bid must include the following content and structure:

Document	Reference
Completed Bid Letter	Part I Attachment 1 Offer letter (template)
If relevant, Commitment Declaration	Part I Attachment 2 Declaration of Commitment (template)
Supplier Documentation on Experience and Capacity	Part I Attachment 3 Supplier Documentation on Experience and Capacity (template)
Registration Certificate (company certificate)	Section 5.3 above
Documentation of Economic and Financial Capacity	Section 5.3 above
Documentation of Technical and Professional Qualifications	Section 5.3 above
Documentation of Management Systems	Section 5.3 above
Norwegian Suppliers: Certificate for Tax and VAT	Section 3.3 above
Completed ESPD Form in Mercell	Section 5.2 above
Completed SSA-B Appendices: - Appendix 2: Suppliers response to the customer's requirement specification - Appendix 3: Progress and progress schedule - Appendix 4: Administrative provisions - Appendix 5: Prices and price provisions	Attached SSA-B Appendices, and the client's instructions in the appendices.
Part III - Attachment 1 Self-Declaration Ownership	To be completed by the supplier and attached to the offer.
CVs for proposed personnel	The CVs must be updated, tailored to this assignment, and written in English. The CVs must contain information about formal qualifications, and a list of relevant assignments the consultant has participated in. It must be clearly stated what the consultant's role in the assignment was, as well as the scope and duration of the assignment.

6.2 Language

The bid shall be submitted in English.

The procurement involves cooperation with international stakeholders and documentation intended for use in an international context. To ensure effective communication and evaluation, it is therefore necessary that all documentation is provided in English.

Tenders that do not comply with the language requirement may be rejected.

6.3 Modifications and Withdrawal of Bids

Submitted bids can be withdrawn or modified until the bid deadline expires. A modification of the bid is considered a new bid and must be prepared in accordance with the requirements above.

6.4 Deviations and Reservations

Deviations from and reservations against the requirements in the competition rules may lead to the bid being rejected, cf. FOA § 9-6.

6.5 Alternative Bids and Partial Bids

The contracting authority does not allow alternative bids. Alternative bids are defined as bids that describe a different solution than the one described in the competition rules. It is also not permitted to bid on parts of the procurement.

6.6 Bid Opening and Evaluation

The bids are opened immediately after the bid deadline expires and evaluated in accordance with the award criteria below. There will not be a public bid opening.

6.7 The Offer's Validity Period

The supplier must adhere to their bid until the time specified in section 0 above.

7 AWARD CRITERIA AND EVALUATION OF BIDS

7.1 Award Criteria

The Contracting Authority will award the contract based on "the best relationship between price and quality" in accordance with the following award criteria:

Award Criteria	Documentation	Weight
Quality Under this criterion, the following will be evaluated: The Consulting Team's (including the Team Leads) overall competence and experience, weight: 50% Solution description for the assignment as described in scope 1.2, including: - understanding the task,	The Supplier shall respond to the evaluation requirements (E) in SSA-B Appendix 1 to : Requirements for Competence and Experience – Consulting Team and Team Lead and	80%

Award Criteria	Documentation	Weight
- proposed plan, - cost breakdown and - resource allocation weight: 50%	2) Requirements for the Execution of Defined Scope.	
Price Under this criterion, the following will be evaluated: 1) Offered hourly rate for the assignment as defined in 1.2 Scope of Work The pricing of the consultancy levels is weighed as follows in the evaluation: - Expert, weight: 75% - Senior, weight: 15% - Junior, weight: 10%	The Supplier must provide the price in Appendix 5, Price and pricing provisions.	20%
Climate Insignificant climate footprint and environmental impact (justified below).	Not applicable, see section below	0 %

The Contracting Authority must weigh climate and environmental considerations with a minimum of thirty percent, cf. Law on Public Procurement (LOA) § 5 (b) second paragraph. The obligation to set requirements or criteria under this provision is waved in this case, as the procurement by its nature has a climate footprint and environmental impact that is insignificant, cf. LOA § 5b third paragraph. The Norwegian Agency for Public and Financial Management (DFØ) has also based this on points 6.4.1 in its guide to rules on climate and environmental considerations in public procurement regarding consultancy services.

7.2 Evaluation Method

The best relationship between quality and price will be the basis for the evaluation.

The scale ranges from 0 points (least favorable / lowest value) to 10 points (most favorable / highest value). Lack of a feature receives 0 points.

Evaluation of Quality:

The best bid under each sub-criterion is awarded 10 points. The value/characteristics of the other bids are scored lower based on the relative difference to the best bid for each sub-criterion. Multiple bids can receive the same score, including 10 points. A response that, when assessed against a sub-criterion, is at or below the threshold of what the client can accept, will receive 0 points.

The suppliers will be evaluated by the degree of fulfillment of the requirements, based on the following distribution model:

Level	Score	Value	Guidelines/examples for use
Good	Excellent	10,00	Excellent and in all respects complete answer. Contributes to the fulfillment of the evaluation theme. No comments, ambiguities, reservations or assumptions of significance.
	Exceptional good	8,75	Very good response; only factors of marginal importance that distinguish it from an excellent response.
	Very good	7,50	The response is significantly above "satisfactory", but not quite in the upper echelon.
Akseptabel	Good	6,25	Above average; predominance of positive elements.
	Satisfying	5,00	Not outstanding by any means, but still satisfactory.
	Less good	3,75	There are some deficiencies/deviations that prevent the response from being considered "satisfactory".
Mangelfull	Weak	2,50	Significant shortcomings that clearly overshadow positive descriptions, and mean that overall fulfillment of the evaluation theme must be considered weak.
	Very weak	1,25	Several significant shortcomings. Overall weak response with few highlights.
	Does not contribute	0,00	Not answered, or otherwise does not contribute to fulfilling the criterion.

Point distribution model

Evaluation of Price:

The lowest price according to the Contracting authority will be based on a hybrid calculation methodology and will be given 10 points in comparison with the competing offers. The hybrid calculation methodology will make sure that offers which is evaluated twice the price as the lowest offer, will not receive negative points on the criteria, "price".

The customer will use a realistic number of hours for the evaluation of the bids and specifies that this is exclusively for the evaluation and is not binding for the customer.

8 CONCLUSION OF THE COMPETITION

8.1 Notification of Award and Standstill Period

The Contracting Authority will notify all affected suppliers of the contract award through Mercell.

The notification will include the name of the selected Supplier, as well as an explanation of the selected bid's characteristics and relative advantages.

The notification will also specify the exact standstill period that will apply before the contract can be signed.

If the Contracting Authority finds that the award decision does not comply with the criteria for selecting a supplier, the decision can be annulled until the contract is signed.

8.2 Cancellation of the Competition

The Contracting Authority may cancel the competition if there is a valid reason cf. FOA § 25-4, such as the loss of planned funding or lack of political approval, or if the outcome of the competition provides a valid reason for cancellation.