



Department for
Business, Energy
& Industrial Strategy

Title:	Flexibility Innovation Programme: Energy system 'digital spine' feasibility study
Tender Reference Number:	prj_840
Deadline for Responses:	21 st November 14:00



Date: 10th October 2022

The Department for Business, Energy & Industrial Strategy (referred throughout these documents as “BEIS” or the “Department”) wishes to assess the technical feasibility and policy implications of a ‘digital spine’ for the energy system, through the **Energy System ‘Digital Spine’ Feasibility Study (the “Programme”)**. The Programme forms part of the up to [£65m Flexibility Innovation Programme](#), part of [the £1bn Net Zero Innovation Programme](#).

This document comprises the following sections:

- Privacy Notice
- Section 1 - Instructions and Information on Tendering Procedures
- Section 2 - Specification of Requirements
- Section 3 - Evaluation
- Section 4 - Declarations to be submitted by the Bidder;
 - Statement of non-collusion
 - Form of tender
 - Conflict of interest
 - Standard Selection Questionnaire
 - The General Data Protection Regulation Assurance Questionnaire for Suppliers
 - Code of Practice
- Annex A: Code of Practice for Research
- Annex B: Exclusion Grounds
- Annex C: Standard Terms and Conditions

The Department has created a [Collaboration Platform](#), specifically for the Flexibility Innovation Programme. The Platform can be used to facilitate collaboration between organisations by enabling potential bidders to view other organisations interested in applying and request meetings with potential partners. To access the Platform, please follow [this link](#)

Please register your interest and apply for this tender on the following website <https://beisgroup.ukp.app.jaggaer.com/>. This will ensure you receive immediate notification of updates to the Invitation to Tender (‘ITT’) process.

Please read the instructions on the tendering procedures carefully as failure to comply with them may invalidate your tender. Your tender must be returned by the closing date clearly displayed in the Jaggaer portal.

I look forward to receiving your response.

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Department for
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Yours sincerely,

BEIS Flexibility Innovation Team

FlexibilityInnovation-DigitalSpine@BEIS.gov.uk

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Privacy Notice

This notice sets out how we will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

We will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid; names and contact details of employees proposed to be involved in delivery of the contract; names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

We are processing your personal data for the purposes of the tender exercise described within the remainder of this Invitation to Tender, or in the event of legal challenge to such tender exercise.

If you intend to use the above personal data collected in the procurement exercise to evaluate the procurement exercise and obtain feedback from tenderers, you need to highlight this here and update the section on retention.

Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official Department vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. We may share your data if we are required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All tenders will be retained for a period of 6 years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry.

YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.



You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the European Union.

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113

casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is the Department for Business, Energy Industrial Strategy (BEIS).

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Department for
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You can contact the BEIS Data Protection Officer at: BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

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Section 1

Instructions and Information on Tendering Procedures

Invitation to Tender for: Energy system 'digital spine' feasibility study

Tender reference number: prj_840

Deadline for tender responses: 21st November 14:00



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1. Glossary

In this Invitation to Tender (ITT), the following words and phrases have the following meanings:

"Authority" / "Contracting Authority" means the Department for Business, Energy and Industrial Strategy ("BEIS") 1 Victoria Street, London, SW1 0ET;

"Bidder" means a company, organisation or consortia of companies and/or organisations that submits a Tender in response to the ITT;

"Contract" has the meaning set out in *Part 8* of this ITT;

"Department" / "Contracting Department" means the Department for Business, Energy and Industrial Strategy ("BEIS") 1 Victoria Street, London SW1 0ET;

"Deliverables" means the various reports, plans, presentations and other outputs as set out within *Part 4 of Section 2 - Specification of Requirements*;

"Invitation to Tender" means the process used to establish a Contract that facilitates the provision of the requested Services as set out at *Section 2 - Specification of Requirements*;

"Milestone and Deliverable Schedule" means the schedule to be agreed as part of the Week 1 Inception meeting, which will set out arrangements for Supplier payments linked to achievement of relevant milestones and production of Deliverables;

"Minimum Acceptable Threshold" means the minimum score that the Bidder must obtain for the relevant Quality questions order to be awarded the Contract;

"Monthly" means Calendar months unless otherwise stated;

"Prime Contractor" means the company or organisation identified at the ITT stage who will be responsible for the delivery of all Requirements and Deliverables as set out at *Section 2 – Specification of Requirements* and throughout this ITT. The Prime Contractor shall be responsible for any work they and their consortium partners – including Sub-contractors - (if relevant) deliver and shall have robust quality assurance processes in place;

"Project" means all activities and linked costs and overheads for which the successful Bidder will be awarded funding to deliver stated Requirements and Deliverables under the [insert name of tender] as set out at *Section 2 - Specification of Requirements*;

"Project Team" means all companies and/or organisations engaged in delivery of the Contract;



“**Scoring Scheme**” means the range of scores that may be given to a Bidder depending on the quality of its response to a question which is located in the boxes below the applicable question;

“**Programme (the)**” means the BEIS initiative to procure services to [insert]

“**Services**” / “**Service Requirements**” means the Services that the Supplier will be required to deliver for the Department under the Contract, as detailed within *Section 2 – Specification of Requirements*.

“**Supplier**” means the Bidder with whom the Department ultimately concludes the Contract;

“**Tender**” means the Bidder’s formal offer in response to the Invitation to Tender;

“**Tender Clarifications Deadline**” means the time and date set out in paragraph 2 for the latest submission of clarification questions;

“**Tender Submission Deadline**” means the time and data set out in paragraph 2 for the latest uploading of Tenders; and

“**Work Days**” means Monday to Friday unless otherwise defined.



2. Indicative Timetable

The anticipated timetable for this Tender exercise is as follows.

Table 2.1 – Indicative Timetable

Stage	Activity	Target Date
Launch	PIN published	17 th August 2022
	Information event for Bidders:	8 th September 2022
	Full ITT issued:	10 th October 2022
	Tender Clarification Questions Deadline ¹ :	24 th October 2022 14:00
	Publication of clarification questions and answers:	w/c 31 st October 2022
Apply	Submit online registration online by ² :	4 th November 2022 14:00
	Tender Submissions Deadline	21 st November 14:00 2022
Assess / Award	Eligibility check, technical assessment and moderation:	November 2022
	Notification of award including 10-day standstill period:	End of November 2022
Contract Signing	Contract award on signature by both parties	December 2022
Contract Delivery	Delivery Start	December 2022
	Delivery End	May 2023

The Department reserves the right to vary this timetable. Any variations will be published via Jaggaer and circulated to all organisations who have registered an interest in notifications.

The contract is to be for a period of up to 6 months, unless terminated or extended. by the Department in accordance with the terms of the Contract.

¹ Bidders should submit questions via BEIS Jaggaer portal messaging area for project reference prj_840 and should use 'Flex – digital spine' as the header).

² Bidders are able to register after this date, but early registration is advised in order to ensure familiarity with the application process.

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3. Budget and Payments

The maximum Contract budget is **£204,000 (excluding VAT)**.

Bidders should provide a full and detailed breakdown of costs using the **Pricing Schedule** as provided as electronic annexes to this ITT. Guidance on completion of these forms is provided at *Appendix 1 of this ITT*.

Payments will be linked to delivery of milestones / Deliverables as detailed in *Part 4 of the Specification of Requirements*. A **Milestone and Deliverable** Schedule will be finalised by the Supplier and agreed with the Authority at the Inception Meeting.

In submitting full Tenders, Bidders confirm in writing that the price offered will be held for a minimum of 180 calendar days from the date of submission. Any payment conditions applicable to the prime Supplier must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted and accurate invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

Any payment conditions applicable to the Prime Contractor must also be replicated with sub-contractors.

4. Required Tender Content

Compliant Tenders must include the following:

- Response to Quality Questions consistent with completion guidance as set out at *Section 3 – Evaluation*;
- Pricing Schedule as included as electronic annexes to this ITT completed in line with guidance as set out within *Section 3*; and
- The following completed Declarations as included within *Section 4 – Declarations to be submitted by the Bidder*
 - Declaration 1: Statement of non-collusion
 - Declaration 2: Form of Tender
 - Declaration 3: Conflict of Interest
 - Declaration 4: Standard Selection Questionnaire
 - Declaration 5: GDPR Questionnaire

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- Declaration 6: Code of Practice for Research

5. Procedure for submitting Tenders

The Authority is using e-Tendering for this Procurement. Jaggaer is the Department's e-Tendering Platform. To apply for this tender please register at <https://beisgroup.ukp.app.jaggaer.com/>. Please contact the Jaggaer Helpdesk on 08000 698 632 or customersupport@jaggaer.com for any registration queries. You must upload your Tender before the deadline via Jaggaer or your Tender will not be evaluated.

If there is any conflict between the information set out in this ITT and associated documents and the information displayed in the Department's e-Tendering Platform (Jaggaer), the information set out in this ITT shall take precedence.

Unless otherwise stated in this ITT or in writing by the Department, all communications from Bidders and the Department during the Procurement must be made using the Department's e-Tendering Platform (Jaggaer). The Department shall not respond to communications made by other means and Bidders should not rely on communications from the Department unless they are made through the Department's e-Tendering Platform (Jaggaer).

If a Bidder experiences technical difficulty with the Department's e-Tendering Platform (Jaggaer), the Bidders shall contact the e-Tendering Platform (Jaggaer) helpdesk. The Bidder shall also inform the Department.

Unless otherwise stated, your tender responses must be completed on A4 size paper in Arial font size 11pt with standard margins (excluding declarations, pricing schedules, and allowable attachments including CVs). Where your tender response does not meet these criteria, it will not be evaluated. Specific questions within the Standard Selection Questionnaire will also be subject to page limits. **Where these limits are exceeded, all content in excess of the limit will not be evaluated.**

If you have questions or require further information concerning the tender process, or the nature of the proposed contract, please get in touch via the messaging area on the Jaggaer platform, accessible through this link <https://beisgroup.ukp.app.jaggaer.com/>. All questions should be submitted by 24th October 14:00, questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of the week commencing 31st October 2022 and circulate – unnamed - to all organisations that have expressed an interest in bidding and these will also be posted on the [Flexibility Innovation Programme website](#). All Bidders should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

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You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

6. Evaluation of Responses and Feedback

The ITT process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in *Section 3 - Evaluation*.

7. Consortium Bids

In the case of a consortium bid, only one submission covering all of the consortium partners is required, making clear the role that each partner will play in performing the Contract as per the requirements of the Specification of Requirements. Your bid response must set out who in the consortium will be the Prime Contractor for this Project, and associated organisation governance arrangements.

Bidders must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

The Prime Contractor will act as the primary point of contact with BEIS and will be responsible for monitoring and managing delivery of all Requirements and Deliverables as set out at *Section 2*. For the avoidance of doubt this will include active management and resolution of issues arising with the performance of one or more consortium members or sub-contractors which might adversely impact on delivery of stated Requirements and Deliverables.

The Department recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Suppliers should therefore respond in the light of the arrangements as currently envisaged. Potential Suppliers are reminded that any future proposed change in relation to consortia must be notified to the Department so that it can make a further assessment by applying the selection criteria to the new information provided.

Within 30 Work Days following the Contract start date, the successful Bidder will provide to the Department the Consortium Agreement entered into by the consortium partners to deliver the Contract.

8. Terms and Conditions applying to this Tender

The Department's Standard Terms and Conditions of Contract will apply to this contract. These are attached to the ITT with the appropriate schedules – see *Annex C*.

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By submitting a Tender, the Bidder accepts the terms and conditions in full. The terms and conditions will not be subject to further discussion or negotiation.

9. Ownership and Publication

BEIS will retain full ownership of all materials and created as a result of this Contract. For the avoidance of doubt this will include all results from the feasibility study as detailed at *Section 2 – Specification of Requirements*. Publication of any information associated with, or created as a result of this Contract, will require prior written approval from BEIS. Intellectual Property associated with the materials created and activities carried out as a result of this Contract will be owned by the Supplier.

Subject to relevant disclosure requirements associated with GDPR, the Department may publish project deliverables on GOV.UK.

The published reports must be formatted according to the Department publication guidelines, meaning that they must use an appropriate template (and adhering to the Department accessibility requirements for all publications on GOV.UK). The publication template will be provided by the project manager.

All word documents supplied to the Department as part of Project requirements will be assessed for accessibility upon receipt. Documents which do not meet the agreed standard will be returned to you for re-working at your own cost.

10. Conflicts of Interest

The Department's standard terms and conditions of contract include reference to conflict of interest (Section 22) and requires Contractors/Suppliers to declare any potential conflict of interest to the Secretary of State. Full contract terms and conditions are included at *Annex D*.

For research and analysis, conflict of interest is defined the presence of an interest or involvement of the Supplier, sub-contractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangement such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensure maintain an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

- **During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be

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published via Jaggaer (in a form which does not reveal the questioner's identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.

- **Bidders are asked to sign and return 'Declaration 3' to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, bidders should give a full account of the actions or processes that will be used to ensure that conflict of interest is avoided. In any statement of mitigating actions, bidders are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
- **When Tenders are scored, this Declaration will be subject to a pass/fail score,** according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in the Department exercising its right to terminate any contract awarded.

11. Ethics

All Bidders will need to identify and propose arrangements for initial scrutiny and on-going monitoring of ethical issues. The appropriate handling of ethical issues is part of the tender assessment exercise and proposals will be evaluated on this as part of the 'Project Management and Risks' evaluation criterion set out in *Section 3 - Evaluation*.

Bidders will also be required to provide assurances that their processes follow best practice and comply with legal and regulatory requirements. The Department will then monitor against this throughout the programme.

12. Data Protection

The successful Bidder must comply with all relevant Data Protection Legislation, as defined in the terms and conditions applying to this Invitation to Tender.

A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

Section 4 contains a "The General Data Protection Regulation Assurance Questionnaire for Suppliers" (Declaration 5) to evidence the extent of readiness. The Department may ask the Bidder to provide evidence to support the position stated in the questionnaire. The Department may require the successful Bidder to increase their preparedness where the Department is not satisfied that the Bidder will be in a position to meet its obligations under the terms and conditions. If the Bidder fails to satisfy the

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Department that it will be in a position to meet its obligations under the terms and conditions in the event that the Bidder is successful, the Department reserves the right to exclude the bidder from this procurement.

The only processing that the Supplier is authorised to do is listed in *Appendix 1* of Section 1 of this ITT by BEIS, "the Department" and may not be determined by the Supplier.

13. Cyber Security

In line with [HM Government's Cyber Essentials Scheme](#), the Supplier must hold valid Cyber Essentials certification by the time of Contract award. Evidence of the certification must be provided to the Department for the Contract to be awarded.

Evidence of renewal of certification must then be provided to the Department on each anniversary of the first applicable certificate obtained by the Supplier for the duration of the Contract. In the event the Supplier fails to comply, the Department reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If the Supplier already holds ISO27001 accreditation, no further Cyber Essentials certification will be necessary provided that the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.

14. Applicable legislation and regulations

Please note that references to the "Department" throughout these documents mean The Secretary of State for Business, Energy and Industrial Strategy acting through his/her representatives in the Department for Business Energy & Industrial Strategy.

The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") apply to the Department. You should be aware of the Department's obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person's commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department's reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

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Additionally, the Government's transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR

15. Non-Collusion

No Tender will be considered for acceptance if the Bidder has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of the Department. Section 4 contains a "Statement of non-collusion" (Declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a Bidder has indulged or attempted to indulge in such practices and the Tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful Suppliers. You must not:

- Tell anyone else what your Tender price is or will be, before the time limit for delivery of tenders.
- Try to obtain any information about anyone else's Tender or proposed tender before the time limit for delivery of Tenders.
- Make any arrangements with another organisation about whether or not they should Tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

16. Reservation of right to amend and withdraw

The Department reserves the right to amend the enclosed ITT documents at any time prior to the publication of Applicant questions and answers during the week commencing 31st October 2022. Any changes are most likely to include editorial errors and include FAQs from questions asked from stakeholders/Bidders before 24th October 14:00. Any such amendment will be numbered, dated and issued on Jaggaer as well as on the [Contracts Finder Website](#). Where amendments are significant, the Department may, at its discretion, extend the deadline for receipt of tenders.

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The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by Suppliers during any stage of the process. Suppliers should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the Bidder expressly stipulates otherwise in their tender.

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Appendix 1: Processing, Personal Data and Data Subjects

(1) The contact details of the Department's Data Protection Officer are:

BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Supplier's Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: **[To be completed by the Supplier]**

(3) The Supplier shall comply with any further written instructions with respect to processing by the Department.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	<p>The processing of names and business contact details of staff of the Department, the Supplier, and other third party organisations will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>

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Description	Details
Duration of the processing	<p>Processing will take place from [insert] for the Commencement of the Contract. The Contract will end on [insert].</p> <p>A Supplier retention period will be needed for up to 4 years following the end of the Contract in order to assist BEIS or one of its Suppliers with a potential evaluation of the Programme in the future.</p>
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, use and erasure or destruction of data. Data will be destroyed by automated means.</p> <p>Processing takes place for the purposes of research and the legal basis will be data subject consent.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Department and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Department and the Supplier involved in managing the Contract.</p>
Type of Personal Data	<ul style="list-style-type: none"> • Names • Business email addresses • Business addresses • Business telephone Numbers <p>In regards to managing the contract: names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>

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Description	Details
Categories of Data Subject	Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within Contract Management
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	The Personal Data will be retained by the Supplier only during the duration of the Contract. On completion of the Contract or when directed to by the Contracting Authority at an earlier date, the Supplier will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media. The Supplier will certify to the Contracting Authority that it has completed such deletion. Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed BEIS privacy notice as instructed by the Department.

BEIS will be relying on consent as the relevant legal basis of processing. The Supplier will ensure that all communications requesting the provision on personal data allow for the data subject to provide clear, affirmative, informed, freely given and unambiguous consent, which requires a positive 'opt-in.' The Supplier will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.

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Section 2

Specification of Requirements

Invitation to Tender for: Energy system 'digital spine' feasibility study

Tender Reference Number: prj_840

Deadline for Tender Responses: 21st November 14:00



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1. Policy background

The energy system 'digital spine' feasibility study is a sub-programme within the Department of Business, Energy and Industrial Strategy's (BEIS) [£65m Flexibility Innovation Programme](#), which seeks to enable large-scale widespread electricity system flexibility through smart, flexible, secure, and accessible technologies and markets. The Flexibility Innovation Programme is part of BEIS' [£1 billion Net Zero Innovation Portfolio \(NZIP\)](#).

To deliver the [British Energy Security Strategy](#) and meet our target of net zero by 2050, we need a smart, flexible electricity system underpinned by data and digitalisation. In the UK's first [Energy Digitalisation Strategy](#) published in 2021, the Government set out how only a digitalised energy system can withstand the millions of new energy flows every second from low carbon technologies (such as heat pumps, solar, batteries, and electric vehicle charge points) connecting to the grid over the coming years. In the [Smart Systems and Flexibility Plan 2021](#), we estimate that we will need around 30GW of low carbon flexible assets (such as storage, demand side response and interconnection) by 2030, representing a three-fold increase on today's levels.

Many of these devices are already in homes and businesses today, so there is an immediate need to integrate them efficiently and securely into our energy system. Smart, low carbon technologies will create a more decentralised, dynamic, decarbonised and cost-effective system. Such a system will require the digitalised exchange of data to allow participants to accelerate, automate, plan, and anticipate processes more efficiently. **The energy system as a whole is changing, and digitalisation is a crucial part of it.**

A digital net zero energy system, built on principles of data openness, sector-wide interoperability and security by design, can help to create an efficient whole-system approach to sharing data. Everyone can benefit from the digitalised exchange of data, with improved knowledge, insights and analysis driving improvements in energy products, services, entrepreneurial opportunities and policy-making.

The Energy Digitalisation Taskforce report builds on these themes, and set out six recommendations for Government, Ofgem and industry to support the transition. One of the strategic interventions proposed was for Government, with support from Ofgem, industry and other interested parties, to create a 'digital spine' for the system, in support of delivering interoperability across the sector. In the joint BEIS, Ofgem and Innovate UK [response to the Taskforce](#), BEIS committed to procuring a study to examine the opportunities, risks and potential architectures of a 'digital spine'.



2. Introduction to the concept

An energy system ‘digital spine’ is a framework of technical processes and defined governance roles and responsibilities that allow the exchange of energy system data in a secure and interoperable manner.

The ability to exchange data is a fundamental feature of a digitalised energy system. Over the coming years, there will be more intermittent sources of generation (such as solar and wind) forming a key part of the energy system, and greater proliferation of smart technologies making use of low carbon energy. We expect new software, systems, and platforms to emerge as a result, with increasing value placed on the swift exchange of energy data in support of net zero objectives and energy flexibility. As such, digitalisation is already happening in the energy system, but we are at the start of the journey, with a small number of siloed legacy digital and data systems in place.

There are significant potential benefits to ensuring that the data shared across the devices, organisations and systems participating in the digitalised energy system is interoperable.

Firstly, interoperability could lead to lower costs associated with the energy transition. As new smart energy systems emerge, there is a risk that digital infrastructure develops in an uncoordinated way. A lack of common frameworks could increase burden on new market entrants and existing stakeholders by increasing the number of bilateral data transfer agreements and governance processes. An inefficient approach could counter the benefits of dynamic data-sharing in a digitalised energy system, and increased costs for new participants would likely reduce overall market competition.

Secondly, interoperability could be beneficial for overall system security. As digital assets become more integral to the energy system, there is a risk of commercial capture of core national data transfer infrastructure. This could lead to dependencies on a single organisation or vendor, and there would be energy and cyber security implications as a result. Greater diversity around who is able to take action to support the system should reduce these dependencies.

Finally, there could be benefits to energy consumers. Without clear responsibilities on those that provide data-driven services, commercial organisations acting in this area may not have any obligations to protect energy system users or stakeholders, which could lead to negative outcomes, including restricting access to data which will limit choices for consumers on how to use their devices and data.

The Energy Digitalisation Taskforce report describes ‘**a digital spine**’ as “a thin layer of interaction and interoperability across all players which enables a minimal layer of



operation critical data to be ingested, standardised and shared in near real time”.³ The report sets out that a ‘digital spine’ could facilitate efficient system operation, improve access to new markets, and support development of new services for a smart and flexible energy system.

The concept to connect energy system participants could be beneficial to the government’s objective to integrate interoperability into the energy system, as well as the potential benefits listed above. However, the scope and potential delivery options are uncertain and wide-ranging, and the policy implications of these options need to be developed and assessed.

3. Study Purpose & Aim, Objectives, Outcomes, and Scope

3.1 Purpose

The purpose of this ITT is to procure a Supplier to carry out a six-month feasibility study assessing the feasibility of a ‘digital spine’ concept for the energy system. We expect the study will explore open-source, distributed solutions for exchange of energy system data, including definition/scope options analysis, stakeholder engagement, security and operability implications, user journeys, and costs.

3.2 Aim

The overall aims of this feasibility study are to:

- establish the needs case for an energy system ‘digital spine’ and its benefits to a smart, flexible, decarbonised energy system; and
- understand the potential scope of an energy system ‘digital spine’, and the data infrastructure required to deliver it, and the costs of scope options.

3.3 Objectives

The core objectives of the feasibility study are to:

- Clearly define the problems that a ‘digital spine’ for the energy system would solve. This should also include:
 - The potential scope of solution options
 - Overall contribution to enabling a smart and flexible energy system, including specific and quantifiable benefits to the energy system and consumers
 - The case for government or regulatory intervention, where appropriate

³ <https://es.catapult.org.uk/news/energy-digitalisation-taskforce-publishes-recommendations-for-a-digitalised-net-zero-energy-system/>

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- Identify the target audience, key users, and related real-world case studies, ensuring comprehensive stakeholder identification & engagement throughout
- Detail relevant constraints and dependencies, including governance, legislation, contracts, [legacy technology](#) and existing processes and systems
- Assess the feasibility of an energy system 'digital spine', including:
 - o Identification of technical and governance solution options
 - o Consideration of security implications
 - o Proposing requirements for a minimum viable product
 - o Highlight critical links with other relevant digital projects
- Develop delivery estimates for the options, including:
 - o Indicative timelines for development and implementation
 - o Enduring governance for an energy system 'digital spine'
 - o Costs for development of minimum viable product, full-scale product, implementation and enduring governance
- Provide evidence to inform future policy, regulation, and innovation development with respect to potential future energy digitalisation requirements

Part 4 overleaf sets out the detailed Service Requirements – and linked Deliverables - that the successful Bidder will be required to deliver under the Contract.

3.4 Outcomes

The outcomes of this feasibility study will be used to inform energy digitalisation innovation and policy development, increasing awareness of the digital products and infrastructure that may be required to underpin our future smart, flexible energy system and help deliver net zero by 2050 at least cost to the consumer.

3.5 Scope

Requirements **in scope** of this study include:

- Identifying use cases and key user journeys for different energy system participants
- Technical assessment of how a 'digital spine' would fit in with the digital landscape of our future, decarbonised energy system
- Developing technical requirements for engineering design for a minimum viable product
- Presentation(s) of findings at industry forums

Requirements **out of scope** of this study include:

- Technology development of a minimum viable product of an energy system 'digital spine' for the energy system

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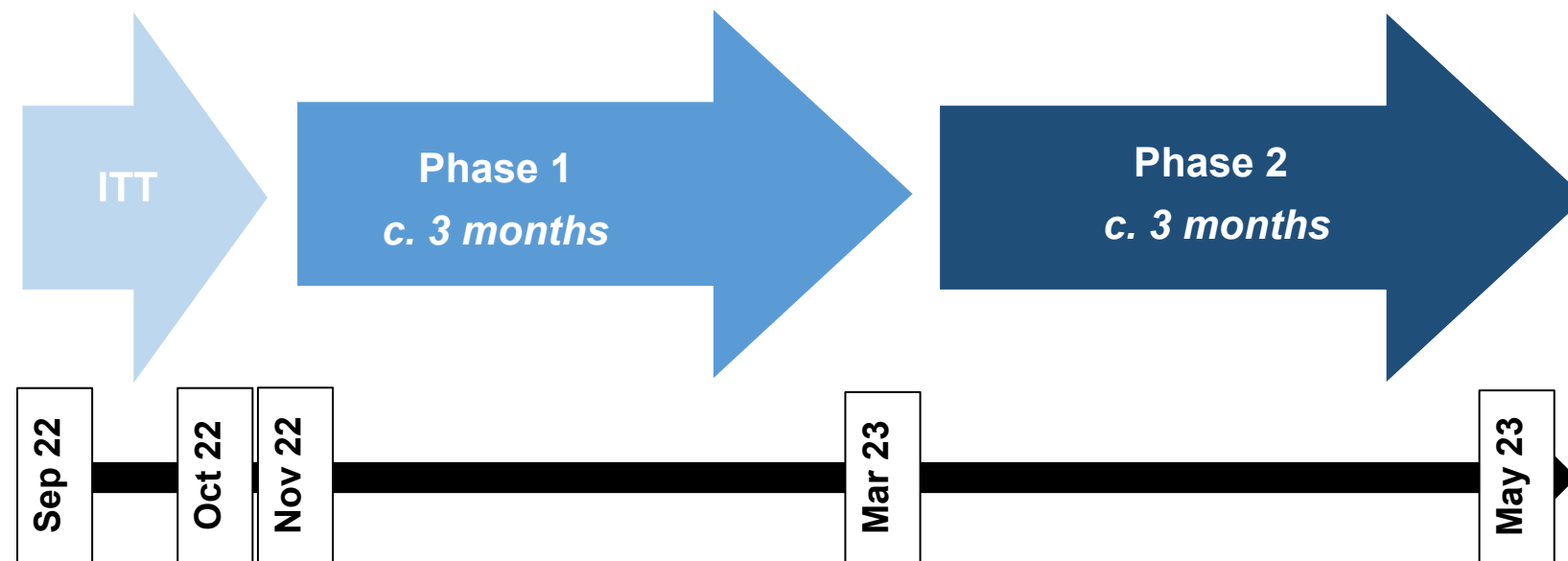


- Pilot testing a minimum viable product of an energy system 'digital spine'
- Energy system 'digital spine' benefits that are not directly or indirectly related to overarching energy system decarbonisation objectives

4. Requirements

4.1 Work Stages

The Programme is structured around two phases of work as summarised below.



To realise the expected benefits under this Contract, the Department expects the Supplier to meet the Requirements – and linked Deliverables – set out below.

The core Requirements, and *their contribution to policy development and decision-making*, are:

Cross-cutting requirements:

- R1 – Programme initiation and ongoing management – *To give assurance that the Supplier has the appropriate resources and processes in place to meet the Requirements in an efficient manner.*

Phase 1: Scope and Stakeholder engagement

- R2 – Defining the concept and the benefits of the solution – *To explicitly align the potential components of a ‘digital spine’ to BEIS’ strategic objectives.*
- R3 – Stakeholder identification and engagement – *To determine the specific users and potential beneficiaries of an energy system ‘digital spine’ and ensure their involvement in assessing its feasibility.*
- R4 – User journeys and use cases – *To establish the roles of specific users and potential beneficiaries, and to support development of priority outcomes of an energy system ‘digital spine’.*

Phase 2: Feasibility and Delivery

- R5 – Constraints and dependencies – *To outline the extent to which existing components and processes are critical to meeting priority outcomes; to establish the case for investment, intervention, and ownership; and to determine the potential role of the ‘digital spine’ as part of our energy security.*
- R6 – Technical feasibility – *To specifically identify the critical component parts and interactions of the energy system ‘digital spine’, and to assess how it could practically function in the energy system.*
- R7 – Delivery estimates – *To establish the nature of potential costings and routes to market and analyse their viability.*
- R8 – Final reporting – *To provide an accessible means to disseminate findings to a diverse range of stakeholders as appropriate.*

4.2 Detailed Requirements and Linked Deliverables

Table 4.1: Detailed Requirements and linked Deliverables

ID	Sub-Category	Requirement	Deliverables and Target Deadlines
Cross-cutting requirements			
R1 – Programme Initiation and Ongoing Management - <i>To give assurance that the Supplier has the appropriate resources and processes in place to meet the Requirements in an efficient manner.</i>			
R1-01	Mobilisation and ongoing reporting and management	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • Organise a kick-off meeting to present and confirm their detailed approach in relation to: <ul style="list-style-type: none"> ○ Project Plan – as submitted as part of Application Stage ○ <i>The Deliverables and Payment Milestones Schedule</i> ○ Other relevant issues as raised by the Supplier or BEIS personnel <p>During this kick-off meeting, BEIS will set out ways of working, including:</p> <ul style="list-style-type: none"> ○ Project engagement with delivery partners, BEIS and other relevant stakeholders ○ Arrangements for collection and monitoring of NZIP KPIs (<i>see Specification of Requirements, Part 6</i>) ○ Invoicing, change requests, monitoring and reporting <ul style="list-style-type: none"> • Provide monthly updates via a standardised proforma which will be agreed at the Contract Award Stage. As a minimum this will include: <ul style="list-style-type: none"> ○ Summary overview of progress against key work packages ○ Progress against key Milestones and Deliverables ○ Risks and issues and approach to mitigation ○ Participation in monthly update meetings to present and discuss monthly updates • Attend relevant meetings associated with Project Governance arrangements – see Part 6. Including participation in Steering Group meetings as required, as detailed at Part 6, and prepare materials to be presented at Steering Group meetings. • Manage the Project and any risks. As a minimum this will include: <ul style="list-style-type: none"> ○ Use of the Project Plan – Gantt chart or equivalent – to track progress against agreed actions, milestones and target Deliverables. Tracking progress also through the monthly update process. ○ Track risks and approach to mitigation, documenting risk through the monthly update process and immediately escalating to the Project Monitoring Officer risks deemed to have the potential to have a material adverse effect on delivery. 	<p>Monthly Updates via standardised proforma</p> <p>Last week of each month</p> <p>Monthly update meetings</p> <p>First week of each month</p>

		<ul style="list-style-type: none"> Provide data and analysis to support ongoing monitoring of the Programme and NZIP KPIs as set out in <i>Part 7</i>. 	
R1-02	Knowledge Sharing and Dissemination	<p>The Supplier shall:</p> <ul style="list-style-type: none"> Develop a proposed Knowledge Dissemination and Information Sharing Plan and update BEIS at the first convened monthly meeting or other meeting as agreed by both parties. This should cover: <ul style="list-style-type: none"> Information on methods used to identify and engage stakeholders How stakeholder knowledge will be captured How stakeholder views will be disseminated In line with the agreed Plan, facilitate relevant knowledge dissemination activities across the Contract lifecycle. Participate in an anticipated Flexibility Innovation Programme showcase event, location to be confirmed⁴, if this should fall within the Contract lifecycle. Provide the BEIS evaluation team access to all Delivery team members – including sub-contractors – to participate in interviews, workshops or other information sharing events. 	<p>Knowledge Dissemination and Information Sharing Plan</p> <p>End of first month from contract award (December 2022)</p>
Phase 1 requirements: Scope and Stakeholder engagement			
R2 – Defining the concept and the benefits of the solution - To explicitly align the potential components of a ‘digital spine’ to BEIS’ strategic objectives.			
R2-01	Definition of a ‘digital spine’	<p>The Supplier shall:</p> <p>Produce a short report and presentation that provides a clear definition of a ‘digital spine’ and its scope for the energy system. This should include:</p> <ul style="list-style-type: none"> A description of the problems that would be solved by an energy system ‘digital spine’ The scope of potential solution options, the extent to which they would solve the problem, and their boundaries The expected types of datasets and data transaction that would be shared with system participants as part of an energy system ‘digital spine’ The requirement for central coordination, including controls for user authentication and cyber security best practice (with reference to ‘Data Sharing Fabric’ from Energy Digitalisation Taskforce Report) The case for government or regulatory intervention, where appropriate The potential (quantified where possible) contribution of a ‘digital spine’ to enabling a decarbonised smart and flexible energy system 	<p>Short report and presentation detailing the recommended definition and minimum scope of a ‘digital spine’.</p> <p>Mid-January 2023</p>

⁴ Applicants should include reasonable travel costs for attendance at events in BEIS’ London and Salford offices where signposted in the Project Cost Breakdown Form.

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R3 – Stakeholder identification and engagement – *To determine the specific users and potential beneficiaries of an energy system ‘digital spine’ and ensure their involvement in assessing its feasibility.*

R3-01	Stakeholder engagement	<p>R3-01 is a critical precursor to R4.01 user journeys and use cases. To aid the development of use cases, user stories and discover any barriers we expect comprehensive stakeholder engagement. The Supplier shall:</p> <ul style="list-style-type: none"> • Provide clear evidence of well-structured and targeted stakeholder engagement, engaging widely with relevant actors across the GB energy system. As a minimum, this covers detailed discussions with data and digital supply chains, DNOs, Ofgem, BEIS, National Grid ESO, Central Delivery Bodies and industry. In support of developing user journeys and use cases in R4-01, we expect engagement with potential users in transport, heat, and local government sectors. • Present at a thematic energy system ‘digital spine’ workshop to discuss the findings of the short report delivered in R2-01. • Capture insight from key industry stakeholders in a shareable format to inform development of key deliverables and outputs. 	<p>Stakeholder Engagement Plan <i>Mid-February 2023</i></p> <p>Thematic ‘digital spine’ workshop <i>Mid-February 2023</i></p>
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R4 – User journeys and use cases – *To establish the roles of specific users and potential beneficiaries, and to support development of priority outcomes of an energy system ‘digital spine’.*

R4-01	User journeys and use cases	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • Describe key user stories explaining how users will interact with the energy system ‘digital spine’ and associated governance for each of the user groups • Undertake a critical review of real-world case studies of ‘digital spines’ implemented in other sectors, nationally and/or internationally, including: <ul style="list-style-type: none"> ○ Summary of expected and actual development and ongoing maintenance costs, including where these costs fell ○ Summary of the expected or observed implementation timelines ○ Summary of the predicted benefits, risks and actual outcomes achieved ○ Lessons learned • Build a key user journey for target audiences in sectors adjoining to energy, including transport, heat, and local government sectors • Provide a minimum of four detailed examples of specific ‘Day 1’ use-cases on the outcomes of an energy system ‘digital spine’ 	<p>Key User Journey Plan, including use-case examples and case studies <i>End of February 2023</i></p>
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Phase 2 requirements: Feasibility and Delivery

R5 – Constraints and dependencies – *To outline the extent to which existing components and processes are critical to meeting priority outcomes; to establish the case for investment, intervention, and ownership; and to determine the potential role of the ‘digital spine’ as part of our energy security.*

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R5-01	Constraints and dependencies	The Supplier shall: <ul style="list-style-type: none"> • Explore the constraints and dependencies of an energy system ‘digital spine’, including a review of existing governance, legislation, contracts, legacy technology and existing processes and systems. • Define the necessary governance structure options for an energy system ‘digital spine’. As a minimum, this should establish: <ul style="list-style-type: none"> ○ Any overarching coordination functions, including controls required to verify and authenticate users ○ Cost-benefit analyses for centralised and decentralised approaches ○ The role of industry, common standards, and Application Programme Interfaces (APIs) • Provide a statement of potential Critical National Infrastructure (CNI) risks and impacts, including security and operability implications, of a ‘digital spine’ for the whole energy system • Undertake a market failure test to determine in detail why a certain degree of central governance and/or processes are necessary to deliver an energy system ‘digital spine’. 	Constraints and dependencies review, covering potential CNI risks and impacts, further innovation requirements Market failure test End of March 2023
R6 – Technical feasibility – To specifically identify the critical component parts and interactions of the energy system ‘digital spine’, and to assess how it could practically function in the energy system.			
R6-01	Technical feasibility and requirements	The Supplier shall: <ul style="list-style-type: none"> • Develop the technical requirements in the form of an outline design for a minimum viable product of an energy system ‘digital spine’, defined by users, stakeholders and use cases. As a minimum, this should include: <ul style="list-style-type: none"> ○ Data standards ○ APIs ○ Processes required for implementation and impact on user and stakeholder systems ○ Definition of data timeliness, quality, and consistency for each use case • Undertake a technical assessment of how an energy system ‘digital spine’ would integrate with the future energy system in order to realise the proposed scope set out in R2-01 and the use-cases identified in R4-01. This should also cover: <ul style="list-style-type: none"> ○ What opportunities does an energy system ‘digital spine’ offer in terms of access to markets, improved efficiency of system operation, innovation and new service development ○ What challenges does an energy system ‘digital spine’ address that cannot be addressed by existing or planned infrastructure ○ Detailed regulatory and/or policy developments required to deploy a ‘digital spine’ for the energy system at scale ○ Details of other approaches that can achieve the same, similar, or more beneficial outcomes to an energy system ‘digital spine’ 	Detailed design for a minimum viable product Technical assessment into integrating a ‘digital spine’ into the energy system, and linkages with other digital projects End of April 2023

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		<ul style="list-style-type: none"> • Provide a view of how an energy system ‘digital spine’ could complement other digital projects being currently undertaken or in the pipeline by BEIS, Ofgem and other key stakeholders. Examples of existing activities include, but are not limited to: <ul style="list-style-type: none"> ○ Automatic Asset Registration Programme ○ Smart Meter Data Repository Programme ○ Smart Meter Internet of Things Programme ○ Network/Supplier Open Data Platforms ○ Ofgem’s Market Wide Half Hourly Settlement programme ○ ENA’s National Energy System’s Map ○ ESO’s Virtual Energy System ○ Flexibility markets/trading platforms 	
R7- Delivery estimates – <i>To establish the nature of potential costings and routes to market and analyse their viability.</i>			
R7-01	Potential delivery routes	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • Undertake an assessment of the options for the long term delivery and management of a ‘digital spine’, including: <ul style="list-style-type: none"> ○ Estimate of expected set-up and ongoing costs of a minimum viable product and a system wide solution ○ Options for potential delivery routes and enduring governance structures, including long-term commercial operating model ○ Summary of expected timelines for delivery ○ Recommendations on next steps and potential further work needed, including identifying any further innovation requirements to support the deployment of a ‘digital spine’ that do not currently exist or require further investment. 	<p>Delivery assessment</p> <p>Mid-May 2023</p>
R8 – Final reporting – <i>To provide an accessible means to disseminate findings to a diverse range of stakeholders as appropriate.</i>			
R8-01	Final reporting	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • Prepare a Summary Presentation to summarise the key findings and outputs from Phase 1 and 2 and organise and attend a meeting to present this to the Department. • Produce an evidence-based Final Project Report for BEIS which: <ul style="list-style-type: none"> ○ Consolidates key findings, outputs, and conclusions from Phase 1 and 2 ○ Outlines next steps ○ Includes updated key deliverables from the project as annexes • Produce a Commercially Redacted Version of the Final Project Report which can be published by the Department in line with the protocols as set out at <i>Section 1 Part 9 – ‘Ownership and Publication’</i>. • Work together with BEIS to develop a plan for disseminating key findings (such as publications and events) 	<p>Summary Presentation</p> <p>Final Project Report</p> <p>End of Contract (May 2023)</p>

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5. Skills and Experience

The Supplier shall have the required expertise and relevant skills, with a strong team of individuals with the capability to fulfil the project's objectives and deliver the required outputs to cost, time, and quality, including:

Project Management

- Developing project management plans
- Managing projects and providing quality assurance
- Managing project risk, issues, dependencies and change control
- Coordinating and disseminating knowledge and learning
- Mobilising, establishing, and managing multi-disciplined teams
- Engaging and communicating with a diverse range of stakeholders, including government stakeholders and relevant sensitivities
- Strong collaborating and partnering skills
- Strong written and oral communication skills
- Experience presenting and leading meetings with varied stakeholder groups, including running stakeholder workshops

Delivery route expertise

Experience (or relevant expertise) of:

- Developing long term delivery routes and costings

Technical Expertise

Experience (or relevant expertise) of:

- software development
- user storyboarding & use case mapping
- designing and delivering digital minimum viable products
- decentralised data architecture + APIs
- cloud based systems
- implementing digital tools in a decarbonised energy system context

Regulatory Expertise:

- Experience of working in a regulated environment (energy sector preferred)
- Knowledge of the digitalisation strategies and data trends in the UK energy system
- Knowledge of UK Critical National Infrastructure (CNI)
- Knowledge of the existing data services in the UK energy industry

Stakeholder Engagement and Knowledge Dissemination:

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- In-depth knowledge of energy industry data systems, including existing data transfers and data standards
- In-depth knowledge of the relevant energy and technology policy and regulatory environments

6. Quality Assurance

Detail of internal Quality Assurance (QA) procedures should be provided in the bid, noting processes for both technical outputs and report writing. Any external QA accreditation should be referenced in bids. BEIS expects internal and external QA to be undertaken before an output is submitted to BEIS. Bidders should note that BEIS will undertake its own QA of project outputs.

The Supplier shall be responsible for any work they or their consortium partner (if relevant) deliver and shall have robust quality assurance processes in place.

Sign-off for the quality assurance must be done by someone of sufficient seniority within the Bidder organisation to be able take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in the contract.

Unless otherwise agreed with the Department, reports to be delivered will include the following sections:

- Executive summary
- Introduction
- Methodology
- Results
- Conclusion and recommendations
- Annexes, for example outlining methodologies

Reports will also include diagrams and visual aids as appropriate.

In addition to the sources already referenced in this document, other useful sources of guidance and advice that Bidders may wish to consult in developing their Tender submission include, but are not limited to.

- The Green Book: appraisal and evaluation in central government.
- Quality in Qualitative Evaluation: A Framework for assessing research evidence, provides a Framework for appraising the quality of qualitative evaluations.
- Rapid Evidence Assessment (REA).
<http://www.civilservice.gov.uk/networks/gsr/resources-and-guidance/rapid-evidence-assessment/what-is>. This toolkit will help researchers to identify

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whether a Rapid Evidence Assessment is best for their needs, and help with the process of planning and carrying out a review.

7. Working Arrangements

The Prime Contractor will provide one named point of contact through whom all enquiries can be filtered. In addition to this, the Prime Contractor will be required to provide BEIS with details of an escalation process should issues arise during delivery. A BEIS Project Manager and BEIS appointed Monitoring Officer will be assigned to the Programme and they will be the central point of contact.

The Prime Contractor will be responsible for monitoring and managing delivery of all Requirements and Deliverables as set out at *Section 2 – Specification of Requirements*. For the avoidance of doubt this will include active management and resolution of issues arising with the performance of one or more Consortium members or Sub-contractors which might adversely impact on delivery of stated Requirements and Deliverables.

The Department will oversee the programme delivery via the monthly reporting process, and internally through a Steering Group. The Steering Group will be chaired by BEIS and is expected to have wider representatives potentially from relevant government departments and regulators. The Steering Group is expected to meet monthly or every two months and the Supplier may be expected to participate when required (not more than twice within the Contract lifecycle) and provide content for Steering Group sessions when required.

8. Key Performance Indicators

8.1. Net Zero Innovation Portfolio (NZIP) KPIs

BEIS requires all funded projects under the Net Zero Innovation Portfolio (NZIP) to report on key performance indicators (referred to as NZIP KPIs) to provide a consistent approach to reporting evidence, and to track and measure key outputs, outcomes and impacts. The evidence collected is used to demonstrate the impact of the NZIP on achieving the government's Net Zero ambitions and is necessary to be able to run future competitions.

Project lead organisations will be required to report on KPIs at various intervals for each project, including at the start of the project, during project delivery, at project closure and for three years after project closure. BEIS will supply funded projects with a reporting template to complete at set intervals, and recipients are expected to return the template to their Monitoring Officer upon completion, who will review and quality assure it. At project start, your BEIS Monitoring Officer will provide further details about the calculation of these KPIs and assist with the initial completion and measurement.

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Please note that it may at times be necessary to make changes to the NZIP KPIs, data collection modes or frequencies. We will endeavour to keep all changes to a minimum and communicate any implications to you via the Monitoring Officers in advance of collection.

Beyond these NZIP KPIs, BEIS conducts independent evaluations of many of its programmes. The funded project organisation will be required to collaborate in reasonable evaluation activities, including, but not limited to, providing programme-specific KPIs, completing questionnaires or surveys, participating in interviews and workshops, communicating the learnings from the project, providing costs/sales data and elaboration of any of the measures covered in the NZIP KPIs.

BEIS will be collecting the following KPIs for the energy system 'digital spine' feasibility study Project, with data provided by Monitoring Officers marked in *italics*. Not all data will be collected annually.



Table 8.1: NZIP KPIs

KPI	KPI description	Metrics
KPI 1	<i>Number of NZIP projects supported</i>	<i>Project start and completion.</i>
KPI 2	<i>Number of NZIP projects that have met objectives</i>	<i>Extent to which project objectives have been met to date</i> <i>Change in objectives and reasons for change</i>
KPI 3	<i>Number of organisations supported to deliver the project</i>	<i>Lead partner delivering the project: name, organisation size and number and type of jobs supported within the organisation to deliver the project.</i> <i>Other partner organisations involved in delivering the project as named on the Contract or Grant: name, organisation size and number and type of jobs supported within the organisation(s) to deliver the project.</i>
KPI 4	Number of active contractual and non-contractual business relationships supported	<ul style="list-style-type: none"> • Number of contractual relationships: name and type of contractual relationship. • Number of informal non-contractual business relationships: name and type of non-contractual relationship • Extent to which your organisation expanded its network of business relationships as a result of the project
KPI 5	Advancement of Low Carbon Solutions – Technology Readiness Levels	Covers both current and anticipated levels (e.g. by project closure or by a specified future date)
KPI 7i	Reduction in the unit cost of energy	Including: <ul style="list-style-type: none"> • Capital and operating cost reduction • Calculation of potential benefits in 2032

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KPI	KPI description	Metrics
		<ul style="list-style-type: none"> Alternative approaches are available where above data is not available
KPI 7ii	Increase in energy efficiency / Reduced energy demand	Including: <ul style="list-style-type: none"> Reduction in energy used in MWh Calculation of potential benefits in 2032 Alternative approaches are available where above data is not available
KPI 7iii	Increase in energy system flexibility	Including: <ul style="list-style-type: none"> The peak power which could be controlled through the flexibility technology (MW) The duration of the controlled load, generation or storage capacity (hours) Calculation of potential benefits in 2032
KPI 8 *	Steps towards commercialisation of the innovation including sales in the UK and internationally	Including: <ul style="list-style-type: none"> Steps towards commercialisation incl. licensing agreements, commercial partnerships, product certifications etc. if taken and national/international standards passed UK and International sales secured and their value.

* BEIS will measure this outcome (KPI 8) over the longer term – but related targets and attainment will not form part of the assessment of the application, nor of satisfactory completion of the contract itself. BEIS will expect the successful contractor to fulfil an obligation however, to submit an update of progress on this KPI at least annually, for a period of three to five years following completion.

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Contract Key Performance Indicators (KPIs)

Information on the specific KPIs and scoring methodology can be found in the table 8.2 below. The approach to performance management KPIs is outlined below.

The RAG (Red/Amber/Green) status will be used to measure progress and monitor general performance of suppliers achieving KPIs. We intend the tracking of KPIs and quality to be in partnership with BEIS and the Contractor.

KPIs will be used to align the Contractor's performance with the requirements of the Authority. KPIs will be realistic and achievable. The Authority reserves the right to amend the existing KPIs detailed below or add new KPIs throughout delivery with agreement of the Contractor. Any such changes will be confirmed in writing.

Performance against KPIs will need to be monitored by the Contractor and reported to the Authority on a monthly basis. The Authority reserves the right to request reporting of KPIs on a more frequent basis if performance levels suggest increased monitoring is required.

Performance of each KPI will be recorded against a red, amber, green "score", as described below. Performance against each KPI should be submitted monthly along with the invoice for each invoicing period and will be discussed along with monthly progress reports at the monthly project update meetings. KPIs must maintain a green rating in order to demonstrate that the service is being delivered to an adequate quality.

Scoring methodology for KPI criteria:

Green score: If a green score has been awarded to a KPI then no further action is required from the Contractor, with the exception of continuing activities to maintain this score for the next reporting period.

Amber score: If an amber score is awarded, the Contractor should examine and implement measures to prevent this KPI being scored an amber or below in subsequent reporting periods. The Authority will not expect formal improvement measures at that stage. If a single KPI is awarded amber in two consecutive invoice periods, or twice in four consecutive invoicing periods then the Contractor should create a Remediation Plan at their own cost. This should detail how they will change their practices to prevent another amber score being awarded for this KPI. The timeline for producing this Remediation Plan should be agreed between the Authority and the Contractor and should only be implemented following approval by the Authority. The Authority reserves the right to terminate the Contract if a satisfactory Remediation Plan cannot be agreed.

Red score: If a red score is awarded on each monthly review, formal improvement measures. If a single KPI is awarded red in an invoice period, then the Contractor should create a Remediation Plan at their own cost.

If the Contractor scores a red in the same KPI in any subsequent period throughout the duration of the Contract, the Authority reserves the right to terminate the Contract. The Authority also reserves the right to terminate this Contract based on a red score without

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requesting a Remediation Plan (as in Amber), if it is of the Authority’s view that a material default has occurred. The Authority reserves the right to suspend, or partially terminate this Contract, while a Remediation Plan is being developed and agreed, where there is justification to do so.

Table 8.2: Contract KPIs

KPI Ref	KPI Criteria	KPI Measure	KPI Rating		
1	100% of the outputs delivered to the standard and timescales as agreed with the Authority	Project outputs (outlined in Section 2 Part 5 Delivered to the standard agreed with the Authority and in the timelines referenced in Section 2 Part 5.	85% or less delivered to the standards or timelines agreed by the Authority	86-99% delivered to the standards or timelines agreed by the Authority.	Meets expectations - Reports are delivered to the standards and timelines agreed with the Authority.

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Section 3

Evaluation

Invitation to Tender for: Energy system 'digital spine' feasibility study

Tender Reference Number: prj_840

Deadline for Tender Responses: 21st November 14:00



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1. Evaluation Overview

The ITT process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria.

After reviewing and evaluating the written proposals, BEIS may decide to hold bid clarification sessions with Bidders.

Written feedback to unsuccessful Bidders will be provided.

Prior to commencing the formal evaluation process, the Department will undertake a compliance check of Bidders to assess whether the Tender complies with the requirements of this ITT, including answering all of the relevant questions as included at *Section 3 - Evaluation*.

Where Bidders have not followed Department instructions for completion and submission of a Tender as set out in this ITT and associated Annexes and Schedules, then they shall be excluded from the ITT process and their bid will not be assessed.

Each Bidder shall identify one named point of contact through whom all enquiries can be filtered. A BEIS Project Manager will be assigned to the project and will be the central point of contact

Provided Bidders are not excluded pursuant to the instructions set out in this ITT, the evaluation procedure is divided into three key stages:

1 - Pass / Fail evaluation - The Department will first assess responses to the Pass/Fail questions in accordance with Part 2 below ("**Pass/Fail Stage**").

2 - Quality evaluation - The Department will then assess responses to the Quality Questions in accordance with Tables 2 and 4 below ("**Quality Stage**").

3 - Price evaluation – The Department will assess Pricing responses Template in accordance with Paragraph 4.3 below ("**Price Stage**").

The total score available for quality and price is as follows:

Table 1.1 - Quality: Price Scoring weightings

Criteria	Weighting
Quality	
Criterion 1 – Understanding of the problem	15%
Criterion 2 - Approach and Methodology	30%

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Criterion 3 – Project Team, Skills and Resourcing	20%
Criterion 4 - Project Management and Risk	5%
Criterion 5 – Social Value	10%
Sub-total Quality Score	80%
Price	20%
Total	100%

2. Pass/fail evaluation

Bidders will be assessed on a Pass/Fail basis against the following criteria:

Table 1.2 – Pass/Fail Questions

Reference	Question	Scores Available
Mandatory Pass/Fail Questions		
Declaration 1	Statement of non-collusion	Pass/Fail
Declaration 2	Form of Tender Compliance with Annex C BEIS terms and conditions	Pass/Fail
Declaration 3	Conflict of Interest	Pass/Fail
Declaration 4	Standard Selection Questionnaire	Pass/Fail

3. Quality evaluation

Bidders will be assessed against their responses to the five Quality questions as set out at *Part 2 to Section 3 – ‘Required Quality question responses’*

The scoring scheme for use in the Quality question evaluation is set out in the table below:

Table 1.3: Quality Question Scoring Scheme

Score	Description
1	Not Satisfactory: There is no evidence to very little evidence that the question has been satisfactorily answered and major omissions are evident.

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2	Partially Satisfactory: There is little evidence that the question has been satisfactorily answered and some omissions are evident. Much more detail is needed.
3	Satisfactory: There is reasonable evidence that the question has been satisfactorily addressed but some omissions are still evident and further detail is needed.
4	Good: The question has been well addressed with a good evidence base, with only minor omissions or lack of detail.
5	Excellent: There is clear evidence that the question has been completely addressed in all aspects, with questions answered clearly, concisely with a strong evidence base.

For the five Quality questions, Bidders will be required to achieve the following 'Minimum Acceptable Threshold Score'

Table 1.4 – Quality Questions – Minimum Acceptable Thresholds

Question	Minimum Acceptable Threshold Score
Quality Questions	
Criterion 1 – Understanding of the problem	2 – Partially Satisfactory
Criterion 2 - Approach and methodology	2 – Partially Satisfactory
Criterion 3 – Project team, skills and resourcing	2 – Partially Satisfactory
Criterion 4 - Project management and risk	2 - Partially Satisfactory
Criterion 5 – Social value	2 - Partially Satisfactory

If a Bidder's response achieves a score below the Minimum Acceptable Threshold Score for any of the questions outlined above, then the Tender will be deemed non-compliant, and the Bidder will be excluded from taking any further part in the Contract. We will notify any Bidders who have been excluded from taking any further part in the Contract and provide reasons.

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4. Pricing evaluation

- Bidders are asked to complete all identified fields in the **Pricing Schedule** included as an electronic attachment to the ITT.
- Maximum budget for contract costs is **£204,000** (excluding VAT).
- Bidders will be assessed based on their Total Project Costs figure as calculated at cell **B14** on the 'Summary' tab of their Pricing Schedule.

The Bidder(s) submitting the lowest price will receive a maximum score of 5.

All other Bidders will then be scored on a proportionate basis as set out below.

Bidder	Price (exc. VAT)	Score – maximum of 5
1 (lowest price)	£180,000	5
2	£190,000	$\frac{£180,000}{£190,000} * 5 = 4.74$ (2 d.p.)
3	£200,000	$\frac{£180,000}{£200,000} * 5 = 4.50$ (2 d.p.)

5. Qualitative Evaluation Criteria

Criterion 1	Understanding of the problem		
Weighting	15%	Maximum Page Count	1 Page
<p>Guidance</p> <p>Applicants will be assessed based on their understanding of the 'Policy Background', 'Introduction to the Concept', 'Aims' and 'Objectives' sections of this Programme.</p> <p>Applicants should use their responses to clearly demonstrate their understanding of the overarching 'Aims' and 'Objectives', including but not limited to:</p> <ul style="list-style-type: none"> • A detailed understanding of the needs and opportunities for digitalisation in supporting net zero • A detailed understanding of how the programme fits in with actions outlined within the Energy Digitalisation Strategy 			

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- A detailed understanding of the cross-cutting nature of the policy and concept, in terms of energy sector participants interacting with other sectors
- An understanding of the policy opportunities and risks associated with the 'digital spine' and digitalisation of the energy system as a whole
- An understanding of the role of government and regulators in delivering policy objectives in the energy system

Criterion 2		Approach and Methodology	
Weighting	30%	Maximum Page Count	3 Pages
<p>Guidance</p> <p>Applicants will be assessed based on their proposed approach to fulfilling the Requirements outlined in Table 4.1.</p> <p>Applicants are also required to clearly demonstrate their approach to meeting the Project Requirements set out in Section 4.1, including but not limited to:</p> <ul style="list-style-type: none"> • Their approach to scoping, planning and conducting knowledge dissemination • Their approach to identifying and carrying out stakeholder engagement, including an outline of the scope and scale of stakeholder engagement activities. • Their approach to identifying and accessing key data sets and users • Their approach to scoping, planning and establishing use-cases, based on research and engagement with key stakeholders • Their approach to identifying and assessing key constraints and dependencies for realising the benefits and use-cases associated with a 'digital spine' • Their approach to conducting a detailed technical assessment on how a 'digital spine' would technically integrate with the GB energy system, and associated approach to defining the technical requirements for a 'Prototype' 'digital spine'. • Their approach to identifying and assessing potential suitable delivery routes for the ongoing management and operability of a future 'digital spine' 			

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Criterion 3	Project Team, Skills, Expertise and Resourcing		
Weighting	20%	Maximum Page Count	2 pages + A3 organogram / high-level resource plan + CVs as required

Guidance

Responses should include:

- An A3 organogram **and** high-level resource plan clearly detailing all Project team members and their roles during project delivery.
- The relevant skills, qualifications, and expertise of main Project team members mapped against key requirements as set out at **Section 2 Part 4 and the Skills and Experience set out in Section 2 Part 5** Summary CVs for relevant personnel – Maximum one side per person – may be attached to your application.
- Details of projects completed in the last five (5) years by Project team members that you consider of relevance to this ITT including key lessons learnt.
- A description of the Project team’s governance structure and quality management standards, including a description of how the Project team will quality assure both technical outputs and report writing. Any relevant external QA accreditation should also be referenced.

Criterion 4	Project management and risks		
Weighting	5%	Maximum Page Count – <i>Not including Project Plan</i>	2 Pages
		Risk Proforma – Maximum Page Count	4 Pages – Arial font 11

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Guidance

Project Management

Responses should include:

- A separate A3 Gantt chart – or similarly detailed Project Plan attachment which:
 - Is structured on a monthly basis for Phases 1 and 2
 - Sets out key monthly tasks and milestones associated with the production of Project Deliverables
 - Highlights critical dependencies – with accompanying narrative to be provided within main body response.
 - Accompanying narrative detailing how you will ensure effective and appropriate project management throughout the Project.

Risk

Bidders' responses should include:

- Completion of the provided Risk Proforma what they regard as the five (5) key risks to successful delivery of all Requirements as set out at **Section 2 Part 4**. The Risk Proforma should be populated with:
 - A summary of the risk – including dependencies
 - The potential risk impact; and
 - Proposed approach to risk mitigation



Criterion 5		Social Value	
Weighting	10%	Maximum Page Count	1 Page
<p>Guidance</p> <p>The Department is committed to maximising Social Value effectively and comprehensively through the Flexibility Innovation Programme.</p> <p>Theme</p> <p>Theme 2 - Tackling economic inequality</p> <p>Policy Outcomes</p> <ul style="list-style-type: none"> • Create new businesses, new jobs and new skills • Increasing supply chain resilience and capacity <p>Questions</p> <p>Please set out the commitments your organisation will make to support the delivery of one or both of the Policy Outcomes and to deliver against one or more of the Social Value Model Award Criteria as set out below.</p> <p>Applicants are also required to provide commentary on how delivering an energy system ‘digital spine’ can positively contribute to supporting one or both of the Policy Outcomes and deliver against one or more of the Social Value Model Award Criteria as set out below.</p> <p><u>Model Award Criteria (MAC) References</u></p> <p>MAC2.1: Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation</p> <p>MAC2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.</p> <p>MAC2.3: Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.</p> <p>MAC 3.1: Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.</p>			

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Guidance

Your response should include the following details:

- i. Your Method Statement, stating how you will achieve this and how your commitment meets the Requirements.
- ii. A timed project plan with processes demonstrating how you will implement your commitment and by when and highlighting any key dependencies;
- iii. Your approach to performance monitoring, measurement and reporting on your commitments within the Method Statement requested above. You should include but not be limited to;
 - a. Use of metrics
 - b. Tools/processes used to gather data
 - c. Reporting
 - d. Feedback and improvement



Appendix 1 – Project Cost Breakdown Form – Guidance on Completion

Please refer to the Digital Spine Pricing Schedule (separate attachment) in the Competition Notice via Gov.uk and Jaggaer.

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Section 4

Declarations to be submitted by the Bidder

Invitation to Tender for: Energy system 'digital spine' feasibility study

Tender Reference Number: prj_840

Deadline for Tender Responses: 21st November 14:00



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Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

(a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;

(b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;

(c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

.....

Signature (duly authorised on behalf of the Bidder)

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.....
Print name

.....
On behalf of (organisation name)

.....
Date

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Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.

6. We understand that the Department is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

.....
Signature (duly authorised on behalf of the Bidder)

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.....
Print name

.....
On behalf of (organisation name)

.....
Date

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Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed

Name

Position

OR

I wish to declare the following with respect to personal or professional interests related to relevant organisations*;

• X

• X

Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.

• X

• X

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Signed

Name

Position

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

* These may include (but are not restricted to);

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

All of the above apply both to the individual signing this form and their close family / friends / partners etc.

If your situation changes during the project in terms of interests or conflicts, you must notify the Department straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

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Declaration 4: Standard Selection Questionnaire

Financial Credit Checks:

BEIS use Dun & Bradstreet to assist them with their financial due diligence and will request Dun and Bradstreet to provide comprehensive reports on the preferred bidder/s where the opportunity being tendered for exceeds £1M (excluding VAT).

BEIS will review the Dun and Bradstreet report prior to notifying bidders of the result of the competition and may need to check [with bidders] that the information within the report is correct. BEIS may also request the latest accounts and financial information from the preferred bidder/s.

Suppliers assessed with a high financial risk status may not be awarded a contract at this stage we will revert to the bidder to discuss further.

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion⁵. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-Suppliers, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-Suppliers that you rely on to meet the selection criteria must also complete a self-declaration (although sub-Suppliers that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Alternatively, you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

⁵ For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

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Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-Suppliers, you should complete all of the selection questions on behalf of the consortium and/or any sub-Suppliers.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce a Department to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.



ENERGY SYSTEM 'DIGITAL SPINE' DISCOVERY STUDY

Prj_840

PROCUREMENT PROCEDURE - OPEN

Notes for completion

1. The "Department" means the contracting Department, or anyone acting on behalf of the contracting Department, that is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Department recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-Suppliers, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Department immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Department will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-Suppliers. All sub-Suppliers are required to complete Part 1 and Part 2⁶.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-Suppliers, you should complete all of the

⁶ See PCR 2015 regulations 71 (8)-(9)

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questions on behalf of the consortium and/ or any sub-Suppliers, providing one composite response and declaration.

The Department confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent Department or body where the Department is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>

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1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ⁷ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ⁸ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%,	

⁷ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

⁸ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

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	- 75% or more. ⁹ (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

⁹ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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Please provide the following information about your approach to this procurement:

Section 1	Bidding model	
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-Suppliers?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-Supplier in the following table: we may ask them to complete this form as well.	
	Name	
	Registered address	
	Trading status	
	Company registration number	
	Head Office DUNS number (if applicable)	
	Registered VAT number	
	Type of organisation	

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	SME (Yes/No)					
	The role each sub-Supplier will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-Supplier					

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the Department may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

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Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p>	

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	If the relevant documentation is available electronically please provide the web address, issuing Department, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The Department reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

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Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive	Yes <input type="checkbox"/> No <input type="checkbox"/>

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	requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting Department to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
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Part 3: Selection Questions¹⁰

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
	Name of organisation	
	Relationship to the Supplier completing these questions	

¹⁰ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

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5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Section 6	Technical and Professional Ability	
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-Supplier(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>	

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			

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E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-Supplier(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

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Section 7 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015¹¹	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? Yes <input type="checkbox"/> Please provide relevant the url ... No <input type="checkbox"/> Please provide an explanation

Section 8 The General Data Protection Regulation (GDPR)¹²	
8.1	Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25 th May 2018. Will your organisation be compliant with the GDPR and all Data Protection Legislation (as defined in the terms and conditions applying to this Invitation to Tender) in regards to the processing required under this contract by the time of contract award? Suppliers are also required to complete Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Suppliers, to evidence the extent of readiness. The Department may ask the Supplier to provide evidence to support the position stated in the questionnaire. The Department may require the successful Supplier to increase their preparedness where the Department is not satisfied that the Supplier will be in a position to meet its obligations under the terms and conditions. If the Supplier fails to satisfy the Department that it will be in a position to meet its obligations under the terms and conditions in the event that the Supplier is successful, the Department Yes <input type="checkbox"/> No <input type="checkbox"/>

¹¹ [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

¹² [Procurement Policy Note 02/18 Changes to Data Protection Legislation & General Data Protection Regulation](#)

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	reserves the right to exclude the bidder from this procurement.	
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9. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 9	Additional Questions
9.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer’s (Compulsory) Liability Insurance = £x</p> <p>Public Liability Insurance = £x Professional Indemnity Insurance = £x</p> <p>Product Liability Insurance = £x</p> <p>*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

9.2	Skills and Apprentices ¹³ – (please refer to supplier selection guidance)	
a.	<p>Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
b.	<p>If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

¹³ [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](#)

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	inflation?	
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>

9.3	Steel¹⁴ – (please refer to supplier selection guidance)	
a.	Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management	
b.	Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing of all supply chain members involved in steel supply or production so that there was a sustainable and safe supply of steel.	
c.	Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both: (i) Your company (ii) All your supply chain members involved in the production or supply of steel.	

9.4	Suppliers' Past Performance¹⁵ - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)	
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹⁴ [Procurement Policy Note 16/15– Procuring steel in major projects](#)

¹⁵ [Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance](#)

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b.	On request can you provide a certificate from those customers on the list?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes <input type="checkbox"/> No <input type="checkbox"/>
e.	Can you supply the information in questions a. to d. above for any sub-Suppliers [or consortium members] who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Suppliers

*Please see separate attachment 'UK General Data Protection Regulation Assurance
Questionnaire' on GOV.UK and Jaggaer.*

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Declaration 6: Code of Practice for Research¹⁶

I confirm that I am aware of the requirements of the Department's Code of Practice¹⁷ for Research and, in the proposed project, I will use my best efforts to ensure that the procedures used conform to those requirements under the following headings¹⁸:

- Responsibilities
- Competence
- Project planning
- Quality Control
- Handling of samples and materials
- Facilities and equipment
- Documentation of procedures and methods
- Research/work records

I understand that the Department has the right to inspect our procedures and practices against the requirements of the Code of Practice, and that I may be asked to provide documentary evidence of our working practices or provide access and assistance to auditors appointed by the Department.

(There is some flexibility in the application of the Code of Practice to specific research projects. Suppliers are encouraged to discuss with the Department any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

.....
On behalf of (organisation name)

.....
Date

¹⁶ Please note that this declaration applies to individuals, single organisations and consortia.
¹⁷ The Code of Practice is attached to this ITT as Annex A
¹⁸ Please delete as appropriate

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Section 5

Annexes

Invitation to Tender for: Energy system 'digital spine' feasibility Study

Tender Reference Number: prj_840

Deadline for Tender Responses: 21st November 2022 14:00



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Annex A: Code of Practise for Research

CODE OF PRACTICE FOR RESEARCH

Issued by the Department for Business, Energy and Industrial Strategy

The Department has developed this Code of Practice from the Joint Code of Practice issued by BBSRC; the Department for Environment, Food and Rural Affairs (Defra); the Food Standards Agency; and the Natural Environment Research Council (NERC) which lays out a framework for the proper conduct of research. It sets out the key aspects of the research process and the importance of making judgements on the appropriate precautions needed in every research activity.

The Code applies to all research funded by The Department. It is intended to apply to all types of research, but the overriding principle is fitness of purpose and that all research must be conducted diligently by competent researchers and therefore the individual provisions must be interpreted with that in mind.

PRINCIPLES BEHIND THE CODE OF PRACTICE

Suppliers and consortia funded by the Department are expected to be committed to the quality of the research process in addition to quality of the evidence outputs

The Code of Practice has been created in order to assist Suppliers to conduct research of the highest quality and to encourage good conduct in research and help prevent misconduct,.

Set out over 8 responsibilities the code of practice provides general principles and standards for good practice in research.

Most Suppliers will already have in place many of the measures set out in the Code and its adoption should not require great effort.

COMPLIANCE WITH THE CODE OF PRACTICE

All organisations contracting to the Department (including those sub-contracting as part of a consortium) will be expected to commit to upholding these responsibilities and will be expected to indicate acceptance of the Code when submitting proposals to the Department.

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Suppliers are encouraged to discuss with the Department any clauses in the Code that they consider inappropriate or unnecessary in the context of the proposed research project. The Code, and records of the discussions if held, will become part of the Terms and Conditions under which the research is funded.

Additionally, The Department may conduct (or request from the Supplier as appropriate) a formal risk assessment on the project to identify where additional controls may be needed.

MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE

Monitoring of compliance with the Code is necessary to ensure:

- Policies and managed processes exist to support compliance with the Code
- That these are being applied in practice.

In the short term, the Department can require Suppliers to conduct planned internal audits although the Department reserves the right to obtain evidence that a funded project is carried out to the required standard. The Department may also conduct an audit of a Supplier's research system if deemed necessary.

In the longer term it is expected that most research organisations will assure the quality of their research processes by means of a formal system that is audited by an impartial and competent third party against an appropriate internationally recognised standard that is fit for purpose.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE

1. Responsibilities

All organisations contracting to the Department (including those sub-contracting as

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part of a consortium will be responsible for the overall quality of research they conducted. Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the research teams, including a commitment to the development of scientific and technical skills.

The Principal Investigator or Project Leader is responsible for all the work conducted in the project including that of any sub-contractors. All staff and students must have defined responsibilities in relation to the project and be aware of these responsibilities.

2. Competence

All personnel associated with the project must be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training must be supervised at a level such that the quality of the results is not compromised by the inexperience of the researcher.

3. Project planning

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with the Department, taking account of the requirements of ethical committees¹⁹ or the terms of project licences, if relevant.

Significant amendments to the plan or milestones must be recorded and approved by the Department if applicable.

4. Quality Control

The organisation must have planned processes in place to assure the quality of the research undertaken by its staff. Projects must be subjected to formal reviews of an appropriate frequency. Final and interim outputs must always be accompanied by a statement of what quality control has been undertaken.

¹⁹ Please note ethical approval does not remove the responsibility of the individual for ethical behaviour.

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The authorisation of outputs and publications shall be as agreed by the Department, and subject to senior approval in the Department, where appropriate. Errors identified after publication must be notified to the Department and agreed corrective action initiated.

5. Handling of samples and materials

All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by the Department. The storage and handling of the samples, materials and data must be as specified in the project plan (or proposal), and must be appropriate to their nature. If the storage conditions are critical, they must be monitored and recorded.

6. Documentation of procedures and methods

All the procedures and methods used in a research project must be documented, at least in the personal records of the researcher. This includes analytical and statistical procedures and the generation of a clear audit trail linking secondary processed information to primary data.

There must be a procedure for validation of research methods as fit for purpose, and modifications must be trackable through each stage of development of the method.

7. Research/work records

All records must be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary.

The project leader is accountable for the validity of the work and responsible for ensuring that regular reviews of the records of each researcher are conducted²⁰

²⁰ Please note that this also applies to projects being undertaken by consortia.

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The location of all project records, including critical data, must be recorded. They must be retained in a form that ensures their integrity and security, and prevents unauthorised modification, for a period to be agreed by the Department.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

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Annex B: Exclusion Grounds

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

Public Contract Directives 2014/24/EU Article 57(1)

Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;



- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

Child labour and other forms of trafficking human beings

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An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax Department in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

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Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

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Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting Department to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;

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- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting Department to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting Department may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

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Annex C: BEIS Terms and Conditions

BEIS Standard Terms and Conditions of Contract will apply to this contract. Please see separate attachment on GOV.UK and Jaggaer.

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