



# Department for Business, Energy & Industrial Strategy

## Invitation to Tender for Beyond Off Street Smart Meter Electric Vehicle Charging Trial

Tender Reference Number: 2305/03/2020

Deadline for Tender Responses: **29 May 2020** (revised deadline)

Issue Record		
No.	Date	Description
1	06 March 2020	ITT first issue
2	08 April 2020	Second issue – revised tendering and bid submission timetable
3	30 April 2020	Third issue – revised notification date and removal of drafting note p68
4	06 May 2020	Fourth issue – final revised tendering and bid submission timetable

## Department for Business, Energy & Industrial Strategy

Date: 06/05/2020

The Department for Business, Energy & Industrial Strategy (“BEIS”) is procuring up to two projects to develop and trial Electric Vehicle (EV) chargers that utilise the Smart Metering system to perform smart charging in contexts beyond the existing smart meter roll out scope.

Enclosed are the following sections:

- Section 1 (page 5) Instructions and Information on Tendering
- Section 2 (page 10) Specification of Requirements
- Section 3 (page 31) Further Information on Tender Procedure
- Section 4 (page 42) Annexes and Supplier Forms

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Please register your interest in submitting a tender for this project by emailing [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk), with “Beyond Off Street” in the subject line. This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned by 12:00h GMT **29 May 2020** (revised deadline) clearly marked as “TENDER”.

I look forward to receiving your response.

Yours sincerely,

Dennis de Cala (Smart Meter Implementation Programme)

Email: [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) (with “Beyond Off Street” in the subject line)

## **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.

#### *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 authority 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](mailto: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).

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](mailto:dataprotection@beis.gov.uk).

## **Section 1**

### **Instructions and Information on Tendering Procedures**

Invitation to Tender for Beyond Off Street SBRI  
Tender Reference Number: 2305/03/2020  
Deadline for Tender Responses: 29/05/2020

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**A. Indicative Timetable - REVISED**

The REVISED timetable for this tender exercise is as follows. BEIS reserves the right to vary this timetable. Any variations will be published on Contracts Finder and on the Smart Metering Implementation Programme (SMIP) section of the .gov.uk website, or circulated to all organisations who have registered an interest in notifications. BEIS will award contracts for up to 2 projects. Each of these two projects will follow the timetable tables below, and comprise two phases. The contract for each project will have a break clause between phases, exercisable by BEIS. Continuation beyond the break clause into phase 2 will be dependent on performance in phase 1, and availability of funds for phase 2.

<b>Tender Timeline – Device Development Phase</b>	<b>Date</b>
Advertisement and full invitation to tender issued	06/03/2020
Briefing event for potential applicants	25/03/2020
Deadline for submitting registration emails	21/04/2020 17:00h GMT
Deadline for questions relating to the tender	22/04/2020 17.00h GMT
Responses to questions published	29/04/2020
Deadline for receipt of tender	29/05/2020 12.00h GMT
All bidders alerted of outcome	Expected wc 22/06/2020
Stand still period and due diligence complete	July 2020
Contract awards on signature by both parties	July 2020
Contract Phase 1 start date (Device Development phase)	July 2020
Device Development Phase concludes (evaluation and review starts)	19/03/2021
Outcome notified (decision on initiation of Trial phase)	Q1 2021

Given the revised deadline for Tender submission, the notification of outcomes will likewise be delayed by two weeks in order to provide thorough assessment and moderation of applications. Applicants can expect written feedback during week commencing **29 June 2020**. This notification extension period and the standstill period should be considered within the project plan.

<b>Tender Timeline – Trial Phase</b>	<b>Date</b>
Contract Phase 2 start date	01/04/2021
Trial phase start / finish	01/04/2021
Trial phase finish	February 2022

The contracts are to be awarded for a period of up to 21 months, with a break clause exercisable by BEIS at **8 months**, i.e. to take effect on March 2021, unless terminated or extended by BEIS in accordance with the other terms of the contract.

## B. Procedure for Submitting Tenders

Email your proposal before the (revised) deadline of **29 May 2020** 1200h GMT to [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk), with “Beyond Off Street” in the subject line.

For questions regarding the procurement process please contact [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk), with “Beyond Off Street” in the subject line.

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for a period indicated in the specification of requirements.

We intend to hold a briefing and networking event for potential applicants, to present the programme and answer questions about the tendering process, and to give interested parties the opportunity to identify and meet potential partners. This will be held during week commencing 23<sup>rd</sup> March – details to be announced shortly after the publication of this Invitation to Tender. Potential applicants who would like to attend this event should register their interest by sending an email to [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) using the title ‘Beyond Off Street Briefing Event’ in the subject line.

The Department shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. The Department shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk), with “Beyond Off Street” in the subject line. All questions should be submitted by **22 April 2020** 1200h GMT; 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 **29 April 2020** and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors 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.

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.

## C. Conflict of Interest

The Department’s standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest

to the Secretary of State.

For research and analysis, conflict of interest is defined the presence of an interest or involvement of the contractor, subcontractor (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 arrangements 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 ensue maintain an impartial approach to the project is maintained.

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

1. **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 published on contract finder (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.
2. **Contractors are asked to sign and return Declaration 3 (p60) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
3. **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.

#### **D. Assessment of Responses**

The tender process will be conducted to ensure that bids are assessed fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

#### **E. Example Terms and conditions applying to this Invitation to Tender**

BEIS proposes to use its Short Form Contract as the basis of the Small Business Research Initiative (SBRI) contract for this Competition; Example Terms and Conditions for the Short Form contract are attached in Annex 8 for information (subject to additional terms to be agreed including a break clause allowing BEIS to terminate the agreement on 31<sup>st</sup> March 2021).

BEIS will deliver the Competition as a Small Business Research Initiative (SBRI) competition: a form of pre-commercial procurement (PCP) which is aimed at organisations working on research and development (R&D) of an innovative process, material, device, product or service *prior to commercialisation*. Funding is available for pre-commercial R&D activities only. Projects requesting funding for commercialisation activities are not eligible.

SBRI competitions are ***open to all organisations*** that can demonstrate a route to market for their solution.

The sharing of risks and benefits is an important aspect to the SBRI approach. Projects receive financial support and retain any intellectual property generated, with certain rights of use retained by BEIS (see section 6 for further information). Project outputs are expected to be shared publicly. Applicants should clearly state in their application where cost savings are being provided compared to exclusive development contracts<sup>1</sup>.

## **F. Further Instructions to Contractors**

The Department reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by **06 May 2020**. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors 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 tenderer expressly stipulates otherwise in their tender.

## **G. Checklist of Documents to be Returned**

- Proposal summary (max two pages A4), corresponding with the structure of the Application Form
- Annex 2: Application Form (incorporating Pricing Schedule)

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<sup>1</sup> Exclusive development means that the public purchaser reserves all the results and benefits of the development (including Intellectual Property Rights or IPRs) exclusively for its own use.

- Annex 3: Declarations:
  - 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
  - Declaration 6: Code of Practice for Research
- Annex 4: Standard Selction Questionnaire

## Section 2

### Specification of Requirements

Invitation to Tender for Beyond Off Street SBRI

Tender Reference Number: 2305/03/2020

Deadline for Tender Responses: 29/05/2020 12:00h

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## 1. Introduction and summary of requirements

Through this Invitation to Tender, we are seeking to procure services to design, build, test and trial smart EV charging points which interface with the smart metering system, which operate and are installed outside the context of off street domestic and micro business settings (the existing smart meter roll out scope). The most relevant but not necessarily exclusive settings, to realise smart charging potential (and demand shifting), are on-street parking outside homes where there is no off street parking, and workplace charging.

This is a Small Business Research Initiative (SBRI) to be conducted in two phases, comprising a first phase (“Device Development”) and a second phase (“Trial”). The SBRI pre-commercial procurement (PCP) is a well-established process that enables the development of innovative products and services in response to specific challenges faced by Government departments and public sector bodies. Successful business partners receive finance to develop their innovative ideas, generating new business opportunities and routes to market. PCPs have been successfully run in the UK through Innovate UK and the SBRI. BEIS will not retain the IP arising from this programme; BEIS will therefore seek a discount on the contract price. (See below, 6. Ownership, Publication and Intellectual Property Requirements.)

The project is split into two phases. Both phases will be procured via a single procurement process, with a break clause exercisable by BEIS to take effect on 31<sup>st</sup> March 2021, with the second phase contingent on availability of funding and satisfactory completion of outcomes from the first phase. The preferred approach is to procure smart EV charging solutions from two independent project teams, to mitigate against the possible failure of any one project and, to allow different technical approaches and / or contexts to be trialled.

### **First Phase: Device Development (design, test and register)**

- Overall: Development of smart EV charging points which operate outside the context of domestic and micro business settings, and interface with the smart metering system, i.e.:
  - Development of proposed EV chargepoint device specification, designs and test plans (as outlined in project bid), to address specific charging contexts;
  - Building the devices at test scale (~10 devices);
  - Testing and troubleshooting of these devices, in both lab and ideally, in simulated contexts mirroring the real word settings they are designed for;
  - Develop the technical specification of the device in response to test outcomes, and establish a manufacturing plan for the Trial (second) phase;
  - Demonstration of how the smart chargepoints will be registered with DCC / wider registration systems within the context of a public on-street or workplace location;
  - If not provided in the bid, clarification of trial partners e.g. Local Authorities/Work Places with EV charging.

- Results analysis and reporting: performance and feedback; lessons learned and industry dissemination.

### **Second Phase: Trial (pre-commercial trial at scale of ~100 devices per project)**

- Plan trial, recruitment of customers;
- Completion of Commercial Product Assurance process on the device;
- Manufacture, installation and trial of the devices in the real world setting they are designed for, at a scale of ~100 chargepoint devices;
- Results analysis and reporting: performance and feedback (including from host organisation and users); lessons learned and industry dissemination.

Notes:

### **Technical Solution**

- There is scope for solutions to be based on existing chargepoint designs and existing (SMETS) smart metering equipment. This will facilitate delivery of the project within available timescales.
- There is scope also, for solutions to involve the retrofitting of smart metering equipment into existing (i.e. installed) chargepoints, or the replacement of installed chargepoints with replacement smart meter-integrated units.
- Tenders should include high level preliminary designs for the proposed solution (with schematic diagrams, 2D representation, outline production plans – identifying core functions and components, design configuration and, defining in broad terms how components will interface).
- The project must demonstrate the application of the required device functionality (4.2 Device Requirements), in the charging contexts specified for the project, to at least one Demand Side Response (DSR) “Use Case” scenario. (See 4.4 Use Cases.)
- Devices must satisfy all applicable and over-arching standards and regulations pertaining to design, operation and location in real-world settings; contractors must set out their approach to achieving these.
- BEIS has recently committed to adding proportional load control<sup>2</sup> to the smart metering system. This builds on the existing binary load control functionality of the smart metering system. Proportional load control would be a desirable inclusion - but given the limited time available for project delivery, it is not an absolute requirement to utilise such functionality in the devices and the trials that are the subject of this Invitation to Tender.

### **Consortium Members**

- It is anticipated that consortia of appropriate parties will be best placed to deliver this programme (i.e. those that would be necessary to design and test appropriate solutions and to provide a “host” environment for trial).
- The consortium will need to include as a minimum, an electricity supplier (which

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<sup>2</sup> <https://smartenergycodecompany.co.uk/latest-news/beis-response-to-consultation-on-the-gbcs-and-the-chts-changes-for-proportional-load-control/>

must be a DCC user), and either a meter manufacturer or a chargepoint manufacturer, although a consortium including all three such entities would be considered highly beneficial.

- The involvement of a chargepoint operator or aggregator may be beneficial for demonstrating the potential benefits of Demand Side Response (DSR) as effected through the deployment of smart meter integrated chargepoints.
- The involvement of a Distribution Network Operator is likely to be required for the second phase of the project (Trial at scale), although this may be as a service provider for the installation or upgrade of supply points, rather than as a consortium member.
- Having an identified partner/consortium member e.g. a local authority or employer with work place charging, and plans for chargepoint deployment consistent with the project delivery timescales, will provide confidence in trial success when assessing bids. However there is potential to clarify trial partners during phase 1.

### **Contract Management**

- BEIS may appoint a third party to provide day to day project management support and oversight of the awarded contracts. In that case it is likely that the third party would carry out cross cutting activities such as evaluation, which the contractor and its partners will be expected to engage in. BEIS will retain overall responsibility for contract management and delivery of the agreed outputs against the milestones.

### **Priority of Contexts/Trial Settings**

- The existing smart meter roll out scope is limited to off street domestic and micro business settings. Whereas the core objective of this project is to develop smart meter-integrated EV chargepoints which operate outside that scope (i.e. in any context), there is a clear priority for the settings in which it would be most useful for that to occur, as follows:
  - Highly desirable: on-street parking (i.e. in a residential street) where chargepoints and associated power may be provided by the local authority.
  - Second priority (but also desirable): workplace charging.
  - Other contexts for demonstrating charging outside the existing smart meter roll out scope will be considered.

Tenders will be evaluated with reference to this hierarchy of priorities.

## **2. Background**

This project links to objectives set out under the smart metering programme, in the Smart Systems and Flexibility plan<sup>3</sup>, and the Road to Zero Strategy<sup>4</sup>. In broad terms it relates to decarbonisation of the electricity system and the transport

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<sup>3</sup> <https://www.gov.uk/government/publications/upgrading-our-energy-system-smart-systems-and-flexibility-plan>

<sup>4</sup>

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/739460/road-to-zero.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/739460/road-to-zero.pdf)

sectors, and effective integration of these two sectors through having a smart, flexible energy system. More specifically the project relates to policy objectives set out in the recent EV Smart Charging consultation<sup>5</sup>, which outlines the Government's approach and objectives for smart charging of EVs, seeks views on the regulations proposed for non-public chargepoints and gathers evidence on a long-term charging solution.

The long-term EV smart charging solution needs to meet four policy objectives: a.) grid protection (including cyber security), b.) consumer protection (including interoperability and data privacy), c.) innovation and d.) consumer uptake (of both EVs and smart chargepoints). As an interoperable and cyber secure system, the GB smart meter system goes a long way to meeting the proposed objectives on grid protection and consumer protection. The smart meter system was proposed as the current lead option for non-public EV smart charging, with a final decision potentially due between 2020 and 2022.

Smart metering's current scope extends only to domestic and micro businesses however, while a long-term solution for smart charging must deliver in a broader range of settings, including public smart charging. As noted in the smart charging consultation, this issue requires further consideration and consultation before commitment of smart meters in these areas.

This project aims to promote innovative use of smart metering, to show how it could perform EV smart charging in a context beyond the existing smart meter roll out scope. In doing so the project will form part of the evidence base for determining the long-term solution for electric vehicle smart charging. The most relevant alternative settings, in terms of smart charging and demand-shifting potential, appear to be on street parking outside homes where there is no off street parking, and workplace charging.

### **3. Aims and Objectives**

#### **Outcomes**

This project will demonstrate how a smart metering system can deliver EV smart charging in contexts outside of the existing smart meter roll out scope. It will provide a working example device for this. It will also inform future policy on smart charging and load control.

#### **Objectives – applying to both phases**

- To innovate around the smart metering system to demonstrate its load control functionality outside the smart metering system's current scope. That is, to show that it can operate smart EV chargepoints in contexts other than domestic and microbusiness, and where EVs are likely to be charging over a period of time sufficient to offer potential for smart charging, i.e. demand shifting.

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<sup>5</sup> <https://www.gov.uk/government/consultations/electric-vehicle-smart-charging>

- To reduce barriers to market entry for production of this kind of device so that they more readily become available in the market. Specifically, through building and demonstrating a device, which can be used as a blueprint for manufacture of other devices, and reduce research and development times and costs of doing so.
- To contribute towards the development and deployment of load shifting devices using smart meter infrastructure – providing a broader range of options to consumers than currently exists.

#### **4. Project Definition**

##### **4.1 Scope**

*The Device Development (first) phase of the project should comprise the following:*

- Complete detailed charge point device design and manufacturing / production plan;
- Manufacture at testing scale (~10 devices) an EV smart charging device which meets all requirements as set out below “4.2 Device Requirements”; and
- Testing the device, ideally including installation in simulation conditions (i.e. simulating the contexts identified below “4.3 Charging Contexts”) .

*The Trial (second) phase of the project should comprise:*

- Completion of Commercial Product Assurance;
- Manufacturing a device at trial scale (~100 chargepoint devices);
- Design of a field trial for deployment of devices in a real-world setting;
- Implementation of trial including installation and use of devices in real world setting such as on-street parking context;
- Successfully demonstrating that the smart metering platform, can perform load control of smart EV chargepoints in contexts other than domestic and microbusiness; and
- Evaluation programme (as outlined below “4.5 Results Analysis”) and sharing of lessons from the project.

*The project does not include the following:*

- Feasibility studies;
- The cost of any upgrades or changes required to urban infrastructure, or electricity network reinforcement to install the chargepoints;
- Testing smart metering in the context of mobile chargepoints.

##### **4.2 Device Requirements**

The following are the minimum requirements for the EV smart charging device – whereas it may combine additional functionality with that specified below, it must:

- interface with the smart metering system;
- provide load control at two levels through ALCS/ HCALCS smart meter functionality (as set out in the smart metering equipment technical specifications), in response to signals via the smart metering system (noting that this does not have to be 0% and 100%). There is potential to use proportional load control functionality<sup>6</sup> which is anticipated to be incorporated into the smart metering system by November 2020. There is also a specification available currently against which devices could begin to be designed. However bidders may not judge incorporation of proportional load control to be feasible given it could add complexity, and the timescales available to deliver phase 1 of the project.
- Note that non-load control functions are not required to be effected through the smart meter system, although they may be incorporated in the device and operated by an alternative communications method. These could include for example communications associated with a payment mechanism, or other functionality not currently available within the smart metering system, but which supports smart charging, such as information about the battery state
- be compliant with SMETS requirement for ESME;
- have an easy-to-use user interface and instructions commensurate with its intended user base and locations;
- include or have demonstrable provision to include, a car owner payment interface;
- be fit for installation and use (in its final, second-phase Trial form) in an on street or workplace charging context for a period of at least 5 years;
- be capable (in its final, second-phase Trial form) of being manufactured at commercial scale; and
- (in its final, second-phase Trial form) meet all applicable and over-arching GB standards and regulations pertaining to design, operation and location in real-world settings:
  - specifically, the manufactured devices should seek to obtain (early in the the second phase and before trial deployment) Commercial Product Assurance (CPA) from the National Cyber Security Centre (NCSC). Further information on the scheme can be found on the NCSC website.

Favourable consideration will be given to innovative use of other SMETS functionalities (i.e. SMETS functionalities beyond the minimum requirements specified above), which are relevant to the principal objectives, the charging contexts described below (4.3 Charging Contexts), and at least one relevant Use Case (4.4 Use Cases).

### 4.3 Charging Contexts

Ideally the project will demonstrate use of smart metering in an on-street parking context (i.e. in a residential street) where chargepoints and associated power may be provided by the local authority. This is because overnight on-street charging is also likely to have the most potential for smart charging, including by demand

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<sup>6</sup> <https://smartenergycodecompany.co.uk/latest-news/beis-response-to-consultation-on-the-gbcs-and-the-chts-changes-for-proportional-load-control/>

shifting, outside of domestic off street charging.

A second priority but also a desirable focus for the project would be to demonstrate smart charging in a workplace charging context.

Other contexts for demonstrating charging will be considered, but are likely to score lower against evaluation criteria. BEIS sees value in innovating and demonstrating smart metering load control functionality to show how it can work in any context outside the existing scope of the roll out.

Host organisations may therefore include employers (in the case of workplace charging) or local authorities (on-street charging contexts). Other potential hosts might include housing associations, or private sector estate owners (where there are non local authority-adopted residential roads).

#### **4.4 Use Cases**

The project must demonstrate the application of the required device functionality (4.2 Device Requirements), in the charging contexts specified for the project, to at least one DSR Use Case scenario. Tenders should specify the Use Case(s), i.e. how the smart metering functionality including load control will be used and demonstrated – this may include for example (but is not restricted to):

- Settlement;
- Billing;
- Load shifting (demand management in response to price signals);
- Local network constraints management (i.e. DNO use cases); and/or
- Provision of ancillary services to system operators (i.e. NG use cases).

The demonstration of more than one Use Case would be beneficial.

#### **4.5 Results Analysis**

The analysis of results must show how the EV smart charging (smart meter integrated) device has:

- achieved all of the performance requirements set out in 4.2 Device Requirements;
- demonstrated its use in the specified charging context; and
- demonstrated its application to at least one DSR Use Case.

The programme should include, and tenders must specify the approaches to, assessment of host and user experience – with the objective of assessing potential acceptance and impact of smart meter integrated smart EV charging in real world subject contexts (i.e. other than off street domestic and microbusiness).

The analysis carried out should include for example (but is not necessarily limited to) an assessment of:

- The experience of / satisfaction with the implementation of the trial, from the perspective of host organisations, smart chargepoint users, local residents and any other relevant stakeholders;
- Benefits and detriments observed during the trial, by all stakeholder groups;
- The extent to which the trial has met host organisations' objectives;
- Long term benefits expected or potentially available (e.g. contribution to environmental goals);
- Likelihood that the host would expand such a trial or move to full implementation; and/or
- Barriers to adoption and required mitigation.

For guidance, the project's outcomes and continuing legacy will be assessed with regards to the following KPIs:

KPI 3 - Number of organisation/ SME or other supported
KPI 4 - New Business relationships and Collaborations
KPI 5 - Advancement of Low Carbon Solutions (TRL)*
KPI 7i – Reduced unit cost of energy (LCOE)
KPI 7ii – Increased energy efficiency/ Reduced peak demand
KPI 7iii – Increased system flexibility
KPI 8 - Products and services sold**

\* Technology Readiness level (TRL): we are expecting this project to take the existing technology from TRL 4 to 5 in the first phase and from TRL 5 to 7 in the second phase.

#### TRL Definitions

TRL 1 – Basic Research
TRL 2 – Applied Research
<b>Applied research and development</b>
TRL 3 – Critical Function or Proof of Concept Established
TRL 4 – Laboratory Testing/ Validation of Component(s)/ Process(es)
TRL 5 – Laboratory Testing of Integrated/ Semi-Integrated System
<b>Demonstration</b>
TRL 6 – Prototype System Verified
TRL 7 – Integrated Pilot System Demonstrated
<b>Pre-commercial deployment</b>
TRL 8 – System Incorporated in Commercial Design
TRL 9 – System Proven and Ready for Full Commercial Deployment

\*\* 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 tender, 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.

The Contractor will be required to build in project data collection and reporting requirements for all relevant BEIS Energy Innovation Portfolio KPI Performance Metrics – using the Project Data Collection and Reporting Template and the Standard Methodology Guidance. Project teams will be required to complete the Template at the start and finalise it at the end of the project (reviewing periodically), for all relevant KPIs. Upon completion, project teams will return the Template to the BEIS Project Officer who will review and quality assure. Please note KPIs are related to but separate from the monitoring and evaluation plan for each project or programme.

## **5. Outputs Required**

### **5.1 Device Development (first) phase outputs**

The outputs required from the Device Development (first) phase are:

- A detailed design for device(s) that:
  - provides the proposed functionality in a test environment;
  - is capable of demonstrating the specified Use Case(s);
  - is capable, with no or minimal adaptation, of being installed, used and maintained in a real-world public setting; and
  - complies with all applicable and over-arching GB standards and regulations.
- Evidence that the detailed design will achieve the criteria listed above;
- Detailed plan of engagement with delivery partners: working arrangements, division of responsibilities, respective contributions and benefits brought to the project etc;
- Hypotheses that will be tested at part of the second phase (including where appropriate comparison with existing chargepoints);
- A schedule of progress meetings, updates and (minimum) quarterly reports as indicated in the project plan to ensure that all milestones are achieved, problems are addressed etc, in a timely and effective manner;
- A “risks and issues” register to be maintained continuously and communicated to BEIS;
- Provision for BEIS to attend manufacturing and testing facilities / tests being conducted in this Development phase;
- Devices manufactured at testing scale (~10 devices) according to the specification;
- Device tests carried out at an appropriate test facility (tenders should specify), and tests to be representative of the environments where the device is to be used;
- Detailed plan for the Trial (second) phase submitted for comment and approval, including:
  - confirmation of all partner engagement and Trial trial-at-scale (second phase) arrangements (e.g.including but not limited to agreements with local authorities, manufacturing and delivery partners etc);

- manufacturing plans for trial-scale production of the device(s);
  - plans for demonstrating the specified Use Case(s); and
  - project exit plan including ongoing maintenance support and / or removal of devices as agreed with the host organisation.
- Final Device Development (first) phase report (and supporting presentations as required) including but not limited to:
  - test results and evaluation against success criteria;
  - details of engagement with delivery partners, working arrangements, division of responsibilities, issues addressed and outcomes etc;
  - details of technical, commercial and deployment factors addressed in the Device Development phase, solutions applied and outcomes;
  - details of final design and technical specification of trial device;
  - evidence that the detailed design will achieve the required criteria;
  - detailed plan finalised for Trial (second) phase of project (as specified above), and
  - knowledge dissemination plan.

## **5.2 Trial (second) phase outputs**

The outputs required from the Trial (second) phase are:

- Approved device design and device certifications (including CPA) and associated test results;
- Devices manufactured at testing scale (~100 devices) according to the specification and design finalised in the Device Development (first) phase;
- A schedule of progress meetings, updates and (minimum) quarterly reports as indicated in the project plan and, to ensure that all milestones are achieved, problems are addressed etc, in a timely and effective manner;
- A “risks and issues” register to be maintained continuously and communicated to an appointed third party project monitor and/or the BEIS project manager;
- Provision for BEIS or parties acting on their behalf to attend device manufacturing and live trial sites;
- Device trials carried out at real-world setting(s), with a minimum duration of four months;
- Planned maintenance programme and support (contractors to provide full details and performance measure targets);
- Help desk and reactive maintenance and repair support (contractors to provide full details and performance measure targets);
- Results analysis programme and report including host organisation(s), sample of EV drivers using the trial chargepoints, and local residents (contractors to provide full details and performance measure targets);
- Evidence that the project exit plan has been completed / put into effect;
- Verification that the device, through the smart metering platform’s load control functionality, can operate smart EV chargepoints in contexts other than domestic and microbusiness;
- Demonstration of the specified Use Case(s);
- Trial (second) phase Final report (and a supporting presentations as required) including but not limited to:
  - trial results and evaluation against success criteria set out in 4.5 Results

Analysis;

- lessons from engagement with delivery partners and public (e.g. feedback from site owners / responsible local authorities, sample of EV drivers using the trial chargepoints);
- discussion of technical, commercial and deployment issues, challenges and lessons learned;
- recommendations for development of final design and technical specification of a commercially-viable production device;
- identify lessons to be applied to similar trials (including what could have been done differently); and
- drafting and publicity support for press releases and knowledge dissemination etc, to publicise the trial and its outcomes.

## **6. Ownership, Publication and Intellectual Property Requirements**

Chosen suppliers will retain responsibility and ownership for the technologies and related equipment and designs developed and used during the delivery of the contracts. Organisations should note that BEIS will not reserve the R&D results exclusively for its own use and that suppliers will retain the intellectual property generated from the project and, will be expected to identify and protect patentable knowledge within three years of its creation. Costs associated with securing intellectual property arising from or associated with this project are not eligible for reimbursement and cannot be included within the contract price.

BEIS requires a UK wide, irrevocable, royalty-free, non-exclusive licence, together with the right to grant sub-licences, to use or publish information, data, results, outcomes or conclusions which are created in performing the project, for its internal non-commercial purposes.

Information Sharing: BEIS may share information from applications with other UK Government departments or with Ofgem.

Applicants are asked to identify the price reduction offered by the applicants for each Phase, compared to the price of the project if BEIS were to retain exclusive rights to IPR and other project results. However, under government guidelines where this happens we must take care that this does not give the applicant company an unfair advantage in the market. Applicants will be asked to provide two contract prices; one price commensurate with the supplier retaining the IP, and a likely higher price reflecting the scenario in which the IPR would be retained by BEIS. Note however, that the IP arising from this programme will not be retained by BEIS, and that the price provided for that scenario may be higher than the maximum price indicated below (16. Budget) of £1,080,000 for Phase 1 activities and £1,270,000 for Phase 2 . The offer price to be assessed will be that for the supplier-retained IP, but the higher BEIS-retained IP price is required by BEIS to demonstrate compatibility with this type of procurement (SBRI).

The proposed arrangements for intellectual property rights and exploitation of IPR are set out in the Example Contract Terms and Conditions for this Competition in Annex 8 (which are subject to additional terms to be agreed, including a break clause allowing BEIS to terminate the agreement on 31<sup>st</sup> March 2021).

## 7. Challenges

The main challenges for the delivery of the project are considered to be:

- a. Availability of or access to suitable preferred locations / contexts, to install a sufficient number of smart meter chargepoint devices;
- b. Ensuring that the project runs to the allocated time (due to e.g. inability to obtain timely CPA for the device).

## 8. Quality Assurance

Detail of 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 responses to the assessment questions.

## 9. Timetable

Refer to A. Indicative Timetable page 6. The timetable for delivery of the Device Development (first) phase is fixed. The completion date for the Trial (second) phase is fixed. The timelines associated with particular activities within these constraints in the Trial phase are indicative and for guidance. Bidders are encouraged to propose alternatives/amendments to the timing of specific activities according to the requirements of their proposed project.

The page limit for tenders is 15 pages (not including the required 2 page proposal summary), written using single line spacing, Arial typeface and font size 12, with standard page margins, in addition to declarations.

Optional: supporting information can also be submitted where they add substantive information to the proposal; however, you should not assume that any additional information will be cross-referenced or reviewed as part of the selection process – for example, it may only be used to help finalise the assessment of projects which receive very similar assessment scores. The application form should include a list of any supporting documents.

Email your proposal before the deadline of **29 May 2020 1200h GMT** to: [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk), with “Beyond Off Street” in the subject line.

For questions regarding the procurement process please contact: [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk), with “Beyond Off Street” in the subject line.

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for a period indicated in the specification of requirements.

BEIS shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. BEIS shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk), with "Beyond Off Street" in the subject line. All questions should be submitted by **22 April 2020**; 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 **29 April 2020** and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors 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.

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.

## 10. Ethics

All applicants 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 'addressing challenges and risks' criterion.

We expect contractors to adhere to the following GSR Principals:

1. Sound application and conduct of social research methods and appropriate dissemination and utilisation of findings
2. Participation based on valid consent
3. Enabling participation
4. Avoidance of personal harm
5. Non-disclosure of identity and personal information

## 11. Working Arrangements

The successful contractor will be expected to identify one named point of contract 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.

## **12. Data Protection**

The Contractor will be compliant with the Data Protection Legislation, as defined in the example 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](#).

The only processing that the Contractor is authorised to do is listed in Annex 6 by BEIS, "the Authority" and may not be determined by the Contractor.

## **13. Cyber Security**

The Contractor will comply with all relevant cyber security regulations at the time of contract award. Further to this, the Contractor will need set out how they intend to obtain the Commercial Product Assurance (CPA) from the National Cyber Security Centre (NCSC) at the feasibility stage of the project.

## **14. Skills and experience**

BEIS would like you to demonstrate that you have the experience and capabilities to undertake the project. Your tender response should include a concise summary of each proposed team member's experience and capabilities, and a CV (max two pages) for each key team member. This should be provided separately from the proposal / Application Form document, i.e. it does not count towards the 15 page limit.

Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

## **15. Consortium Bids**

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortium.

Contractors 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 an 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.

If a consortium is not proposing to form a separate corporate entity, the project partners will need to complete a Consortium Agreement and funding will not be provided by BEIS until a signed consortium agreement has been finalised between all the members of the project consortium. (Note that while it is not required that a Consortium Agreement is finalised or signed at the time of bidding, the successful consortium will need to enter into a Consortium Agreement on being notified of contract award, and before any milestone payments can be made.

The Department recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers 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.

## **16. Budget**

The budget for each awarded project is expected to be:

- up to £1,080,000 (excluding VAT) for the delivery of the first phase, Device Development (device design, build and test) and
- up to £1,270,000 (excluding VAT) for the delivery of second phase, Trial (device build at trial scale, install and test).

Contractors should provide a full breakdown of costs (including options where appropriate) submitted using Annex 2 Application Form (5. Costs).

Cost will be a criterion against which bids will be assessed. Applicants will be asked to provide two contract prices; one price commensurate with the supplier retaining the IP, and a likely higher price reflecting the scenario in which the IPR would be retained by BEIS. Note however, that the IP arising from this programme will not be retained by BEIS, and that the price provided for that scenario may be higher than the maximum price indicated above. (See above: 6. Ownership, Publication and Intellectual Property Requirements.)

Details of eligible and ineligible costs are provided in 17. Assessment of Tenders p27 and Annex 1 Eligible and Ineligible Costs p44. Applicants must complete the cost information as set out in the tables in Annex 2 Application Form (5. Costs) to provide the necessary information for the assessment process; further itemisation of costs and methods of calculation may be requested to support the application

Payments will be linked to delivery of principal outputs; phasing can be adjusted and agreed with the contractor based on the tender response.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted 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.

## **17. Assessment of Tenders**

This Invitation to Tender is for a single procurement, covering both the Device Development (first) phase and the Trial (second) phase, with a break clause exercisable by BEIS at the end of the first phase, to take effect on 31<sup>st</sup> March 2021. The second phase will be contingent on availability of funding and satisfactory completion of outcomes from the first phase; notice to be given by BEIS no less than six weeks before the break date of 31<sup>st</sup> March 2021. Two projects will be procured, i.e. two smart EV charging solutions from two independent delivery teams, to allow different technical approaches to be tested.

### **Eligibility**

In order to be eligible to apply, projects must comply with the following minimum requirements:

- The project must be within the competition scope (as set out in the next section);
- The project must be at a pre-commercial stage of development in the UK;
- The project activities for any development and trial in this competition must be conducted in the UK;
- The project must be led by a single organisation (although bids from consortia with a single lead partner are acceptable);
- The application must clearly describe activities for both Phase 1 and Phase 2;
- The application must clearly indicate the estimated cost savings in line with SBRI requirements (see Section 2 Specification of Requirements, 6. Ownership, Publication and Intellectual Property Rights p22, and Annex 2 Application Form (5. Costs) p.52);
- The requested funding must be below the maximum limit of £1,080,000 for Phase 1 activities and £1,270,000 for Phase 2."

Contractors are invited to submit full tenders of no more than 15 pages, excluding declarations, written using single line spacing, Arial typeface and font size 12, with standard page margins. Tenders will be assessed by at least three BEIS staff.

BEIS will select the bidder that scores highest against the criteria and weighting listed below:

## ASSESSMENT CRITERIA AND SCORING METHODOLOGY

- **Conflict of interest:** pass/fail. See page 7 of the ITT for further information

<i>Criterion</i>	<i>Description</i>	<i>Weighting</i>
01	<p><b>Skills and expertise, market access:</b></p> <p>a. Evidence that the team is has relevant skills and expertise to undertake the project, including capability of designing and manufacturing load control or similar devices and/ or working within smart energy or smart charging sectors (<i>weighting 6%</i>);</p> <p>b. Detail of the project team including structure. As the bids are expected to be made by a lead contractor on behalf of a consortium, this should clearly state the consortium lead and who would be consortium members and their respective roles. If the consortium has not been formed yet, clear plan of how this would be achieved, and account of steps taken (<i>weighting 7%</i>);</p> <p>c. Evidence of access to appropriate facilities (either existing or planned) and to the EV charging locations / contexts that are the subject of this project (<i>weighting 7%</i>).</p>	20%
02	<p><b>Technical Approach:</b></p> <p>a. Provide a high level preliminary design for the proposed solution (with schematic diagrams, 2D representation, outline production plans – identifying core functions and components, design configuration and, defining in broad terms how components will interface). Describe the approach and methodologies that will be applied to address the challenges defined in the ITT and any others which may be considered relevant (<i>weighting 6%</i>);</p> <p>b. Demonstrate how your proposed solution meets the specifications of the device set out in Smart Energy Code Schedule 9 – SME Technical Specifications and provide the basic functionality described within as well as details of how the device</p>	30%

	<p>will integrate/ operate with the proposed load to be controlled (<i>weighting 6%</i>);</p> <p>c. Refer to all standards / regulatory requirements that your proposed solution will need to meet and demonstrate how you intend to meet them, plus details of how any consumer load/ property will be protected (<i>weighting 6%</i>);</p> <p>d. Describe how your proposed solution provides further value by developing additional functionalities and facilities innovation in the field (<i>weighting 6%</i>);</p> <p>e. High level description of trial scope and outcomes and how the results will be analysed (<i>weighting 6%</i>).</p>	
03	<p><b>Project Plan and Operational Delivery:</b></p> <p>a. Detailed description of work and associated timelines to complete Phase 1 (include a Gantt chart). Indicative high level timelines must be included for Phase 2 (<i>weighting 4%</i>);</p> <p>b. Key risks relating to the delivery and dependencies of the project, including mitigation plans, for Phases 1 and 2. Risks and mitigation methods should be identified in the submission, covering resource management, quality assurance, and technical, user-related and safety aspects (<i>weighting 6%</i>).</p>	10%
04	<p><b>Engagement and Innovation</b></p> <p>a. Demonstration of: how hosts' and EV users' engagement in the project will be secured and maintained for the duration of the project; and usability of proposed design (<i>weighting 5%</i>);</p> <p>b. Detail of what use cases will be demonstrated in the trial, how the chosen context matches up to the stated priorities, any other innovation demonstrated e.g. use of proportional load control (<i>weighting 10%</i>)</p>	15%
05	<p><b>Analysis</b></p> <p>a. Consideration of potential impacts on users and residents / workplaces as applicable and how these will be managed, including details of what happens at the end of the trial (<i>weighting 2%</i>);</p> <p>b. How on-going and final lessons from user behaviour and the experience of hosts and residents</p>	5%

	/ workplaces will be established and shared and the value of proposed lessons. ( <i>weighting 3%</i> )																									
06	<p><b>Costs</b></p> <p>a. Bid Price for phase 1 will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks for the price elements and then all other bids will be marked proportionately to that bid, see example below. (<i>weighting: 10%</i>)</p> <p>If 10marks are available and the cheapest bid is £800,000, then:</p> <table border="1"> <thead> <tr> <th>Supplier</th><th>Price</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>1 (lowest bid)</td><td>£800,000</td><td>10</td></tr> <tr> <td>2</td><td>£900,000</td><td><math>8/9 * 10 = 8.89</math></td></tr> <tr> <td>3</td><td>£1,000,000</td><td><math>8/10 * 10 = 8.00</math></td></tr> </tbody> </table> <p>b. Proposed bid price for phase 2 will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks for the price elements and then all other bids will be marked proportionately to that bid, see example below. (<i>weighting: 10%</i>)</p> <p>If 10 marks are available and the cheapest bid is £900,000, then:</p> <table border="1"> <thead> <tr> <th>Supplier</th><th>Price</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>1 (lowest bid)</td><td>£900,000</td><td>10</td></tr> <tr> <td>2</td><td>£1,000,000</td><td><math>9/10 * 10 = 9.00</math></td></tr> <tr> <td>3</td><td>£1,200,000</td><td><math>9/12 * 10 = 7.50</math></td></tr> </tbody> </table>	Supplier	Price	Marks	1 (lowest bid)	£800,000	10	2	£900,000	$8/9 * 10 = 8.89$	3	£1,000,000	$8/10 * 10 = 8.00$	Supplier	Price	Marks	1 (lowest bid)	£900,000	10	2	£1,000,000	$9/10 * 10 = 9.00$	3	£1,200,000	$9/12 * 10 = 7.50$	20%
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## Scoring Method

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender, to determine a ranked list of applications. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition. To be eligible to receive funding, an application must also be allocated a minimum total score of 60% against these assessment criteria.

Score	Description
1	Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard
2	Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps
3	Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps.
4	Good: Proposal meets the required standard, with moderate levels of assurance
5	Excellent: Proposal fully meets the required standard with high levels of assurance

The assessment of proposals will be based only on the information which is explicitly contained within your application. You must not assume that the assessment team has any prior knowledge of your organisation or its work.

### Structure of Tenders

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedule attached at Annex 2 Application Form 5. Costs p52 specifying the daily rates (ex-VAT) you will charge for each level of your staff.

Applications must be completed on the Application Form contained within this guidance and at <https://www.contractsfinder.service.gov.uk/Search>.

BEIS will not consider applications submitted in any other format.

Please ensure that you follow the guidance within the application form regarding formatting and number of words per section. When doing so, please refer back to this guidance document where necessary, and ensure that you have complied with all the competition requirements.

### Instructions for Bidders

Bidders are asked to submit:

- a Registration Email
- a proposal summary (max two pages A4) providing an outline of the overall approach, with sub-headings:
  - consortium experience and market access,
  - technical solution,
  - project plan
  - engagement
  - analysis
  - overall costs
- a completed Application Form with outline risk assessment
- declaration forms regarding non-collusion, conflict of interest and data security
- Supporting information

The notes below explain the details of the application process:

- Registration Email: Applicants should submit a registration email to [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) using the title 'Beyond Off Street' in the email subject and containing the following information: the name of the lead project organisation (project co-ordinator); the project title; and confirmation of intention to submit an application. The deadline for submitting registration emails is **21/04/2020 17:00h GMT**.
- BEIS Confirmation: Within a week of receipt of the Registration Email, BEIS will issue a confirmation email to the applicant with an individual reference number. Please use this reference number to submit any subsequent application or when submitting any questions about the Competition.
- We intend to hold a briefing and networking event for potential applicants, to present the programme and answer questions about the tendering process, and to give interested parties the opportunity to identify and meet potential partners. This will be held during week commencing 23<sup>rd</sup> March – details to be announced shortly after the publication of this Invitation to Tender. Potential applicants who would like to attend this event should register their interest by sending an email to [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) using the title 'Beyond Off Street Briefing Event' in the subject line.
- Questions about the Competition: If you have read the guidance notes and any online FAQs and still have questions, please submit any queries regarding the competition process to the following email address: [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) using the title 'Beyond Off Street' in the email subject. All questions should be submitted by the clarification questions deadline – **22/04/2020 17.00h GMT**; questions submitted after this date may not be answered. We shall (by end **29/04/2020**) provide online replies to any questions which have been submitted before the deadline and which, in our judgement, are of material significance. All bidders should take these replies into consideration when preparing their own bids and we will evaluate bids on the assumption that they have done so.
- File format and size: Completed application forms and any supporting information should be submitted electronically; the completed application form should be submitted in pdf format.
- Application Form answers should be completed in Arial, 12pt, single line spacing with standard page margins. Images should be included within the page limits set for each question to be considered.
- The maximum size email you can send is 10 MB. If your application is larger than 10MB, please break the submission down into smaller sizes and ensure the subject line of each additional email takes the following format 'Beyond Off Street (name of lead applicant) – email x of y'.
- Submission Content: Each submission must include the following documents:

- Proposal summary (max two pages A4), corresponding with the structure of the Application Form.
- Completed Application Form, including signed declaration forms. The Application Form is a separate word document which can be downloaded from <https://www.contractsfinder.service.gov.uk/Search> or requested from [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) (include “Beyond Off Street” in the subject);
- Completed high level project Gantt chart or similar project plan;
- Completed past 3 years’ financial statements, and/or if not available, letters of support from project partners;
- Optional: supporting information can also be submitted where they add substantive information to the proposal; however, you should not assume that any additional information will be cross-referenced or reviewed as part of the selection process – for example, it may only be used to help finalise the assessment of projects which receive very similar assessment scores. The Application Form should include a list of any supporting documents.
- You should endeavour to answer all of the questions on the application in full. Incomplete applications and any containing incorrect information will very likely be rejected although BEIS may, at its discretion, request clarification or additional data before making a final decision.
- Any applications or supporting documentation received after the application deadline will not be considered.

## **Bid Clarification**

After reviewing and evaluating the written proposals, BEIS may decide to hold bid clarifications with suppliers.

## **Feedback**

Feedback will be given to unsuccessful applicants by letter or email.

## **Section 3**

### **Further Information on Tender Procedure**

Invitation to Tender for Beyond Off Street SBRI

Tender Reference Number: 2305/03/2020

Deadline for Tender Responses: 29/05/2020 12:00hrs

## **Definitions**

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.

## **Data security**

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

Section 4 contains a "The General Data Protection Regulation Assurance Questionnaire for Contractors" (Declaration 5) to evidence the extent of readiness. The Authority may ask the Contractor to provide evidence to support the position stated in the questionnaire. The Authority may require the successful Contractor to increase their preparedness where the Authority is not satisfied that the Contractor will be in a position to meet its obligations under the terms and conditions. If the Contractor fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Contractor is successful, the Authority reserves the right to exclude the bidder from this procurement.

## **Non-Collusion**

No tender will be considered for acceptance if the contractor 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 contractor 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 contractors. 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.

## **Freedom of Information**

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).

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.

### **Financial Information**

Applicants are requested to provide a fixed price budget for the work. A detailed cost breakdown is required to enable assessment of the robustness of the proposed budget. A template is provided in the Application Form.

Financial information should include costs for both phases of the project, detailing labour (including manpower rates), material and capital equipment costs, and any travel and subsistence requirements. Applicants are required to complete a detailed financial summary template (cost tables in Annex 2) as part of the application process.

### **Financial viability checks**

The Delivery Contractors appointed by BEIS will undertake financial viability checks on all successful applicants. These will include looking at the latest independently audited accounts filed on the Companies House database.

Where a business is not required to file accounts with Companies House, other financial information may be requested to enable an appropriate financial viability review to be undertaken. We will be looking for evidence of your ability to resource the cash-flow for the project appropriately, so the information we request will be focused on understanding how your business operates in this respect.

BEIS will not make payments in advance of need and typically makes contract payments in arrears on satisfactory completion of agreed milestones and deliverables. BEIS understands, however, the difficulties which small businesses may face when financing this type of project. BEIS will explore cash flow issues with the applicant as part of developing the financial and milestone profile during the Contract Award process. BEIS will offer flexibility in terms of profiles and payments, within the confines of the requirements for use of public money within which it operates.

## **Notification & Publication of Results**

### **Notification**

Applicants will be informed by email whether their application has been successful, subject to compliance with the terms and conditions of the Conditional Contract Offer (see Annex 8 for Example Contract Terms and Conditions, which are subject to additional terms to be agreed, including a break clause allowing BEIS to terminate the agreement on 31<sup>st</sup> March 2021). Details of all contracts will be published on Contracts Finder in line with Public Contract Regulations (PCR). Unsuccessful applicants will be provided feedback at the same time.

BEIS may wish to publicise the results of the scheme which may involve engagement with the media. At the end of the application and assessment process, BEIS may issue a press release or publish a notice on its website. These public documents may, for example, outline the overall results of competitions and describe some of the projects to be funded.

Some organisations may want their activities to remain confidential and you will be given a chance to opt out of any involvement in media relations activity and further case study coverage of projects, should you see this as being absolutely necessary. However, as noted above, the public description of the project you provide in your application will be made available in the public domain if your application is successful, and you are not able to opt out of the project description being published. In addition, all funded projects must include reporting and dissemination milestones – agreed with BEIS - as part of their project deliverables.

Any organisation that wishes to publicise its project, at any stage, must contact the Competition Project Manager or their Project Monitoring Officer at BEIS for approval before doing so.

### **Publication of results**

SBRI involves a high degree of risk–benefit sharing. In return for provision of funding and non-financial support during demonstration activities, BEIS expects to be able to use and share the results and outputs of the demonstration activities with other Government Departments, industry and other stakeholders to further understanding and progress technology development and deployment.

BEIS also wishes to publicise details of the award recipients. Therefore, on or after issuing a SBRI contract, BEIS will publish the following information:

- Identity of the participant and its partners;
- Project summary information including aims and expected outcomes of the project and technology area;
- Total award value.

Following completion of the funded projects, BEIS will publish on its website a summary of the funded activities and the outcomes achieved. This will include a final summary report from each project detailing technical approach, key achievements and recommendations. BEIS may also revisit projects at a later date and publish an evaluation report for the scheme as a whole.

BEIS however recognise the need to maintain confidentiality of commercially sensitive information. BEIS will consult applicants regarding the nature of information to be published, in order to protect commercially sensitive information.

### Monitoring

Each project will be allocated a Monitoring Officer at the point of notification.

Applicants will undertake their own project monitoring with the support of their Monitoring Officer. Applicants are expected to provide reports on their project's progress. The narrative reporting will be as follows:

- A monthly narrative of progress, including an update on any identified issues or risks to delivery (due by the 15<sup>th</sup> of the following month);
- A quarterly formal progress report, financial forecast, and update of the project plan and risk register (due by the 15<sup>th</sup> of the following month at the end of each quarter), for projects that proceed to Phase 2;
- A final financial and narrative report within 30 days of the end of the project.

The Monitoring Officer will review all reports and will address any issues in these and contact projects accordingly. They will be the first point of contact for projects for any project reporting, milestone claims and issue escalation. Any changes to schedules or project plans will need to be discussed with BEIS and applicants should expect significant interaction with the team during the project.

### Knowledge Sharing & Evaluation Requirements

There will be a number of requirements on successful applicants during the course of the project, including after the final payment milestone:

- **Knowledge sharing:** effective dissemination and knowledge sharing are key requirements in Phase 2 of this competition. We will expect applicants to share useful data, lessons learned and experience through relevant industry forums and with relevant BEIS policy teams.
- **Evaluation of the scheme:** Successful applicants will be expected to participate in an evaluation of the scheme during and after final contract payments, to assess the impact of the scheme including value for money. The monitoring will require a mixture of quantitative information (measured through KPIs) and qualitative data (e.g. stakeholder interviews). Importantly, rather than

only measuring the impact of the competition, we want to understand how the projects are being delivered in practice, what was successful and not successful, and how can performance be improved in any future rollout, and any future role for government support. Evaluation will be ongoing throughout the competition.

### **Intellectual Property and Ownership of Demonstration Devices**

See notes above: Section 2 Specification of Requirements, 6. Ownership, Publication and Intellectual Property Rights, p.22.

### **Deliverables**

Successful participants will deliver a report at the end of each phase. BEIS will supply guidance for report writing. It should be noted that SBRI contracts require that project outputs are shared publicly. See 'further information' in section on Intellectual Property Rights.

See **Section 2. Specification of Requirements, 5. Outputs Required** above, for a summary of the outputs required from the Device Development (first) phase and Trial (second) phase.

### **Milestone payments**

Payments will be only made by BEIS after an agreement has been signed between the applicant and BEIS. Further details on payments and financial requirements will be provided by BEIS as part of any funding agreement. These will include the requirement for detailed statements of expenditure and requests for funds in a specified format.

Payments will be made on a milestone basis upon receipt of a detailed statement of expenditure. They will be subject to satisfactory progress against the project's work plan.

Applicants must satisfy the due diligence, financial and organisational checks required prior to receiving public funds.

BEIS recognises the importance of remaining flexible and pragmatic throughout project implementation and will consider changes to ensure the most effective use of funds. Approval from BEIS should be sought for changes to the overall impact and outcome of projects and any significant changes in outputs. Requesting a significant change may necessitate a re-examination of project purpose or implementation. BEIS must approve any changes that require the movement of more than 10% of the total budget between budget lines. An updated work plan and budget may also be needed when requesting changes.

Funds should be claimed against evidence of expenditure usually in the form of a receipted invoice accompanied by evidence or copies of work undertaken. A claim form will be issued with your letter of offer. After each stage of work is completed you will be expected to complete and submit a claim form. Claims should be submitted to the Monitoring Officer for processing and will be paid within 30 working days of a

complete and satisfactory claim being received. Finance is released against work carried out rather than a lump sum on approval.

### **Feedback, Re-application and Right of Appeal**

A short summary of key feedback regarding the applications will be provided to all applicants, this feedback will be based on the comments of technical assessors and the Competition Board. No additional feedback will be provided and there will be no further discussion on the application. BEIS's decision on project funding is final.

### **Confidentiality and Freedom of Information**

Where any request is made to BEIS under the Freedom of Information Act 2000 ("FOIA") for the release of information relating to any project or applicant, which would otherwise be reasonably regarded as confidential information, then BEIS will notify you of the request as soon as we become aware of it. An applicant must acknowledge that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that BEIS may nevertheless be obliged to disclose information which the applicant considers confidential.

As part of the application process all applicants are asked to submit a public description of the project. This should be a public facing form of words that adequately describes the project but that does not disclose any information that may impact on Intellectual Property (IP), is confidential or commercially sensitive. The titles of successful projects, names of organisations, amounts awarded and the description of the project may be published once the award is confirmed as final.

All assessors used during the assessment of applications will be subject to a confidentiality agreement.

### **Further Instructions to Applicants**

BEIS reserves the right to amend the enclosed Competition documents at any time prior to the deadline for receipt of proposals. Any such amendment will be numbered, dated and issued on the website no later than 15 April 2019. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

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

## Section 4

### Annexes and Supplier Forms

Invitation to Tender for Beyond Off Street SBRI  
Tender Reference Number: 2305/03/2020  
Deadline for Tender Responses: 29/05/2020 12:00hrs

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## **Annex 1 - Eligible and Ineligible Costs**

### **1. Eligible Costs**

Directly incurred costs:

These are costs that are specific to the project that will be charged to the project as the amount actually spent, fully supported by an audit record justification of a claim. They comprise:

- Labour costs for all those contributing to the project broken down by individual
- Material costs (including consumables specific to the project)
- Capital equipment costs
- Sub-contract costs
- Travel and subsistence

#### **Indirect costs:**

Indirect costs should be charged in proportion to the amount of effort deployed on the project. Applicants should calculate them, using their own cost rates. They may include:

- General office and basic laboratory consumables
- Library services / learning resources
- Typing / secretarial
- Finance, personnel, public relations and departmental services
- Central and distributed computing
- Overheads

### **2. Ineligible Costs**

Under no circumstances can costs for the following items be claimed:

- Commercialisation activities
- Profit (i.e. applicants should not include profit for themselves or the other project team members within indirect costs or include it as a separate project cost)
- Protection of IPR
- For activities of a political or exclusively religious nature;
- In respect of costs reimbursed or to be reimbursed by funding from other public authorities or from the private sector;
- In connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money);

- To cover interest payments (including service charge payments for finance leases);
- For the giving of gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- For entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- To pay statutory fines, criminal fines or penalties; or
- In respect of VAT that you are able to claim from HM Revenue and Customs.
- In connection with the development of elements of a business model or solution that are outside the scope of this Competition.

## Annex 2 - Application Form

Department of Business, Energy and Industrial Strategy

Beyond Off Street Smart Meter Electric Vehicle Charging Trial

Application Form

Closing Date: **29 May 2020**

Application Form

**(Insert date)**

**(Insert project name)**

**(Insert name of lead applicant)**

## Contact for enquiries

The contact for enquiries is:

**Smart Meter Implementation Team, Department of Business, Energy and Industrial Strategy (BEIS)**

**Email:** [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) with “Beyond Off Street” in the subject line

## Possible disclosure of information provided in response to this Competition

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).

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.

BEIS is also subject to the Data Protection Act 1998. Personal data held and processed by BEIS will be managed in accordance with this Act.

## **Application**

Applicants are urged to read the Competition Guidance Notes (sections 1 -9) of this document) carefully before completing this form and are asked to ensure that they provide sufficient information to demonstrate compliance with the Eligibility Criteria and the Evaluation Criteria.

Applicants are encouraged to write self-contained responses, using the guidance provided to limit the size of the application. Applicants may annex additional material if it is relevant to the evaluation criteria and materially strengthens the application. Applicants are requested to maintain the structure of the Application Form.

Applications should detail plans across all phases of the Competition.

This application has the following sections:

- (a) Summary Information
- (b) Eligibility criteria
- (c) Proposal details
- (d) Declarations

## (a) Summary information

Summary information (not assessed)	
<b>Project Title</b>	
<b>Project summary</b>	
<b>List of Annexes / Appendices</b>	

**Company Details:**

<b>Registered Company Name</b>	
<b>Registered Company Address</b>	
<b>Company Registration Number</b>	
<b>VAT Registration Number</b>	
<b>Company Website</b>	

**Contact Details:**

<b>Name</b>	
<b>Position</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	

## (b) Eligibility Criteria

To be eligible to apply to Phase 1 of the Beyond Off Street EV Smart Meter Charging Trial competition, projects must comply with the following minimum requirements:

Eligibility Questions	Yes/No	Evidence
Is the project within the scope of the competition (as set out in Chapter 4)?		
Is the project at a pre-commercial stage of development in the UK (models that are commercial overseas but not in the UK would be considered)?		
Is the project located in the UK?		
Is the project led by a single organisation (bids from consortia with a single lead partner are acceptable)		
Does the application clearly describe activities for <u>both</u> Phase 1 and Phase 2?		
Does the application clearly indicate the cost savings provided to BEIS in line with SBRI requirements (as set out in Chapter 4.7)?		
Is the requested funding below the maximum limit of £1,080,000 for Phase 1 activities?		
Is the requested funding below the maximum limit of £1,270,000 for Phase 2 activities?		

(c) Proposal details

**NOT TO EXCEED 15 PAGES.** Cross-reference CLEARLY to any supporting material.

### 1. Skills and expertise, market access

Worth 20% of the total marks	Word limit (total) – 1,000
<p>a. Evidence that the team is has relevant skills and expertise to undertake the project, including capability of designing and manufacturing load control or similar devices and/ or working within smart energy or smart charging sectors (<i>weighting 6%</i>);</p>	
<p>b. Detail of the project team including structure. As the bids are expected to be made by a lead contractor on behalf of a consortium, this should clearly state the consortium lead and who would be consortium members and their respective roles. If the consortium has not been formed yet, clear plan of how this would be achieved, and account of steps taken. (<i>weighting 7%</i>);</p>	
<p>c. Evidence of access to appropriate facilities (either existing or planned) and to the EV charging locations / contexts that are the subject of this project (<i>weighting 7%</i>).</p>	

### 2. Technical Approach

Worth 30% of the total marks	Word limit (total) – 2,000
<p>a. Provide a high level preliminary design for the proposed solution (with schematic diagrams, 2D representation, outline production plans – identifying core functions and components, design configuration and, defining in broad terms how components will interface). Describe the approach and methodologies that will be applied to address the challenges defined in the ITT and any others which may be considered relevant (<i>weighting 6%</i>)</p>	
<p>b. Demonstrate how your proposed solution meets the specifications of the device set out in Smart Energy Code Schedule 9 – SME Technical Specifications and provide the basic functionality described within as well as details of how the device will integrate/ operate with the proposed load to be controlled (<i>weighting 6%</i>)</p>	

c. Refer to all standards / regulatory requirements that your proposed solution will need to meet and demonstrate how you intend to meet them, plus details of how any consumer load/ property will be protected (*weighting 6%*)

d. Describe how your proposed solution provides further value by developing additional functionalities and facilities innovation in the field (*weighting 6%*)

e. High level description of trial scope and outcomes and how the results will be analysed (*weighting 6%*).

### 3. Project plan (Deliverability)

Worth 10% of the total marks

Word limit (total) –  
1,000

a. Detailed description of work and associated timelines to complete Phase 1 (include a Gantt chart). Indicative high level timelines must be included for Phase 2 (*weighting 4%*)

b. Key risks relating to the delivery and dependencies of the project, including mitigation plans, for Phases 1 and 2. Risks and mitigation methods should be identified in the submission, covering resource management, quality assurance, and technical, user-related and safety aspects (*weighting 6%*)

## Risks

This table can be presented outside of this box section and in landscape orientation if required, and in the applicant's own format if preferred.

Ref	Risk description	Likelihood (H/M/L)	Impact (H/M/L)	Mitigation

### 4. Engagement and Innovation

**Worth 15% of the total marks**

**Word limit (total) – 500**

**a. Demonstration of: how hosts' engagement in the project will be secured and maintained for the duration of the project; and usability of proposed design (*weighting 5%*):**

**b. Detail of what use cases will be demonstrated in the trial, how the chosen context matches up to the stated priorities, any other innovation demonstrated e.g. use of proportional load control (*weighting 10%*)**

### 5. Analysis

**Worth 5% of the total marks**

**Word limit (total) – 600**

**a. Consideration of potential impacts on users and residents / workplaces as applicable and how these will be managed, including details of what happens at the end of the trial (*weighting 2%*)**

**b. How on-going and final lessons from user behaviour and the experience of hosts and residents / workplaces will be established and shared and the value of proposed lessons. (*weighting 3%*)**

## 6. Costs

**Worth 20% of the total marks**

**Word limit (total) – 4,000**

**6.1 Please complete the Phase 1 and Phase 2 costing tables below detailing all relevant project costs for each of the cost categories. Use the 4,000 word limit to justify why the costs are appropriate (e.g. why a certain level of staff/expertise is required for a given task, why specific purchases are required etc).**

**Please link the costs to the tasks in your project plan.**

PHASE ONE	*Grade/level of staff	Daily rate (ex VAT)	No. days	Total price per staff member
<b>Labour costs</b>				
<b>Labour costs sub total</b>				<b>£</b>

PHASE ONE	Item	No. of items	Price per item (ex VAT)	Total price
<b>Equipment / Material costs:</b>				
<b>Equipment / material sub costs</b>				£

PHASE ONE	Journey required and reason	No. journeys	Cost per journey	Total price
<b>Travel &amp; Subsistence</b>				
<b>T&amp;S sub total</b>				£

PHASE ONE	Detail	No.	Cost per item	Total price
<b>Other costs</b>				
<b>Other costs sub total</b>				£

**SBRI cost savings:**

<b>PHASE ONE</b>	<b>Total price for SBRI project (= Total Cost for Phase 1)</b>	<b>Cost saving (A-B)</b>
<b>Total price for exclusive development contract*</b>		

\* Exclusive development means that the public purchaser reserves all the results and benefits of the development (including Intellectual Property Rights or IPRs) exclusively for its own use.

PHASE TWO	*Grade/level of staff	Daily rate (ex VAT)	No. days	Total price per staff member
<b>Labour costs</b>				
<b>Labour costs sub total</b>				£

PHASE TWO	Item	No. of items	Price per item (ex VAT)	Total price
<b>Equipment / Material costs:</b>				
<b>Equipment / material sub costs</b>				£

PHASE TWO	Journey	No. journeys	Cost per	Total
Travel & Subsistence	required and reason		journey	price
<b>T&amp;S sub total</b>				<b>£</b>

PHASE TWO	Detail	No.	Cost per item	Total price
Other costs				
<b>Other costs sub total</b>				<b>£</b>

**SBRI cost savings:**

PHASE TWO	Total price for SBRI project (= Total Cost for Phase 2)	Cost saving (A-B)
Total price for exclusive development contract*		

\* Exclusive development means that the public purchaser reserves all the results and benefits of the development (including Intellectual Property Rights or IPRs) exclusively for its own use.



## Annex 3 - Declarations

### Declaration 1: Statement of non-collusion

To: The Department for Business, Energy and 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 tenderer)

.....  
Print name

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

.....  
Date

## Declaration 2: Form of Tender

To: The Department for Business, Energy and 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 tenderer)

.....  
Print name

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

.....  
Date

### 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 consortium, 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

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 BEIS 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.

**Declaration 4: Questions for tenderers**

In some circumstances the Department is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

<b>Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</b>	<b>Answer</b>
(a) conspiracy within the meaning of <a href="#">section 1</a> 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;	
(b) corruption within the meaning of <a href="#">section 1</a> (2) of the Public Bodies Corrupt Practices Act 1889 or <a href="#">section 1</a> of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(e) fraud, 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, within the meaning of:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the <a href="#">Theft Act 1968</a> , the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	

(iv) fraudulent trading within the meaning of <a href="#">section 458</a> of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the <a href="#">Customs and Excise Management Act 1979</a> <a href="#">or section 72 of the Value Added Tax Act 1994</a> ;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) 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;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(f) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	
(g) 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; or	
(h) 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; or	
(i) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

## **Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors**

### [GDPR Assurance](#)

Please fill in the GDPR assurance questionnaire spreadsheet in the link above and return with the application.

## **Declaration 6: Code of Practice for Research<sup>7</sup>**

I confirm that I am aware of the requirements of the Department's Code of Practice<sup>8</sup> 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 headings<sup>9</sup>:

- Responsibilities
- Competence
- Project planning
- Quality Control
- 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. Contractors are encouraged to discuss with the Department any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

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<sup>7</sup> Please note that this declaration applies to individuals, single organisations and consortia.

<sup>8</sup> The Code of Practice is attached to this ITT as Annex 5

<sup>9</sup> Please delete as appropriate



## Annex 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 exclusion<sup>10</sup>. 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-contractors, 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-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors 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.*

### 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-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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<sup>10</sup> 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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

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 an authority 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.

**Beyond Off Street Smart Meter Electric Vehicle Charging Trial**

**2305/03/2020**

**Open Procurement for SBRI**

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, 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 authority 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-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority 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 authority 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. All sub-contractors are required to complete Part 1 and Part 2<sup>11</sup>.
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-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority 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 authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

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<sup>11</sup> See PCR 2015 regulations 71 (8)-(9)

### 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"/>
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) <sup>12</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>13</sup> - 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%, - 75% or more. <sup>14</sup>  (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	

<sup>12</sup> See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

<sup>13</sup> 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.](#)

<sup>14</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

## ITT Beyond Off Street SBRI

	<ul style="list-style-type: none"><li>- Registered office address (if applicable)</li><li>- Registration number (if applicable)</li><li>- Head office DUNS number (if applicable)</li><li>- Head office VAT number (if applicable)</li></ul> <p>(Please enter N/A if not applicable)</p>	
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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.

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

### 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 authority 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	

## 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><b>Regulations 57(1) and (2)</b>            The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">web page</a>, 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 <a href="#">webpage</a>.</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> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>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)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.3(a)	<p><b>Regulation 57(3)</b></p> <p>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?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.3(b)	<p>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.</p>	

Please Note: The Authority 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.



Section 3	Grounds for discretionary exclusion	
	Question	Response
3.1	<p><b>Regulation 57 (8)</b></p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">web page</a>, 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 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?	Yes <input type="checkbox"/> No <input type="checkbox"/> 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 authority 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 Questions<sup>15</sup>**

<b>Section 4</b>	<b>Economic and Financial Standing</b>	
	<b>Question</b>	<b>Response</b>
<b>4.1</b>	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> 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"/>
<b>4.2</b>	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"/>

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

<sup>15</sup> [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

<b>5.1</b>	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>5.2</b>	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>5.3</b>	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Section 6</b>	<b>Technical and Professional Ability</b>	
<b>6.1</b>	<p><b>Relevant experience and contract examples</b></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-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>	

	Contract 1	Contract 2	Contract 3
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			

<b>Contract completion date</b>			
<b>Estimated contract value</b>			

<b>6.2</b>	<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-contractor(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>	
<b>Selection Questions 1- 6 Self-declarations<sup>16</sup></b>		
6.2.1	<p>Please confirm if you intend to use a supply chain for this contract. If you answer “No” you do not need to complete the rest of this section.</p> <p><b>[INFORMATION ONLY]</b></p>	<p>Yes/No</p> <p><b>NOT SCORED</b></p>
6.2.2	<p>Please confirm that you have systems in place to ensure that those in your supply chain are paid within your agreed contractual terms.</p>	<p>Yes/No</p> <p><b>PASS/FAIL</b></p>
6.2.3	<p>Please confirm you have procedures for resolving disputed invoices promptly and effectively with those in your supply chain.</p>	<p>Yes/No</p> <p><b>PASS/FAIL</b></p>
6.2.4	<p>Please confirm whether you are a signatory to a code or standard on payment practices. <b>[INFORMATION ONLY]</b></p>	<p>Yes / No</p> <p><b>NOT SCORED</b></p>
6.2.5	<p>If you have answered “Yes” to question 4 above, please confirm whether you have taken steps to ensure that you meet the</p>	<p>Yes/No</p> <p><b>PASS/FAIL</b></p>

<sup>16</sup> [Procurement Policy Note 04/18: Taking account of a supplier's approach to payment in the procurement of major contracts](#)

	requirements of the code or standard.	
<b>PUBLIC SECTOR CONTRACTS ONLY – Requirement under the Public Contracts Regulations 2015 (“PCR 2015”) (Reg 113)</b>		
6.2.6	For all contracts entered into pursuant to a procurement carried out under the PCR 2015, please confirm you include 30 day payment terms in all of your sub-contracts (and you require your supply chain to do so) on all such contracts.	Yes / No <b>PASS/FAIL</b>
<b>PUBLIC AND PRIVATE SECTOR CONTRACTS</b>		
6.2.7	<p>Please provide the percentage of invoices paid by you to those in your immediate supply chain on all contracts within 60 days of the receipt of the invoice in each of the last two six month periods. This should include the percentage of invoices paid within each of the following categories:-</p> <ul style="list-style-type: none"> <li>• within 30 days</li> <li>• in 31 to 60 days</li> <li>• in 61 days or more.</li> </ul> <p>Please include the total volume of invoices in each category.  <b>It is acceptable to cross refer to information that has previously been submitted to Government or is publicly available (provided it covers the requested period), in which case, please provide details and/or insert link(s):-</b>  <i>If you are unable to demonstrate that 95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in each of the last two six month periods, please explain why and if applicable what remedial steps you have taken and/or are planning to take.</i></p>	
6.3	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.	

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 <sup>17</sup>	
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) <sup>18</sup>	
8.1	<p>Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25<sup>th</sup> 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?</p> <p>Contractors are also required to complete Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors, to evidence the extent of readiness. The Authority may ask the Contractor to provide evidence to support the position stated in the questionnaire. The Authority may require the successful Contractor to increase their preparedness where the Authority is not satisfied that the Contractor will be in a position to meet its obligations under the terms and conditions. If the Contractor fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Contractor is successful, the Authority reserves the right to exclude the bidder from this procurement.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>17</sup> [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

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

## 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	<b>Insurance</b>
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	<b>Skills and Apprentices<sup>19</sup> – (please refer to supplier selection guidance)</b>	
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.	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 inflation?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
c.	Do you have a process in place to ensure that your	Yes <input type="checkbox"/>

<sup>19</sup> [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](#)

	supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	No <input type="checkbox"/>
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<b>9.3</b>	<b>Steel<sup>20</sup> – (please refer to supplier selection guidance)</b>	
<b>a.</b>	Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management	
<b>b.</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.	
<b>c.</b>	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.	

<b>9.4</b>	<b>Suppliers' Past Performance<sup>21</sup> - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)</b>	
<b>a.</b>	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"/>
<b>b.</b>	On request can you provide a certificate from those customers on the list?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>20</sup> [Procurement Policy Note 16/15– Procuring steel in major projects](#)

<sup>21</sup> [Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance](#)

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<b>c.</b>	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>d.</b>	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"/>
<b>e.</b>	Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>

## **Annex 5 - 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***

Contractors 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 contractors 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 contractors 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.

Contractors 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 Contractor 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 contractors 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 Contractor'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 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 subcontractors. 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 committees<sup>22</sup> 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***

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<sup>22</sup> Please note ethical approval does not remove the responsibility of the individual for ethical behaviour.

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.

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 conducted<sup>23</sup>

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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<sup>23</sup> Please note that this also applies to projects being undertaken by consortia.

## Annex 6 - Processing, Personal Data and Data Subjects

(1) The contact details of the Authority'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](mailto:dataprotection@beis.gov.uk)

(2) The contact details of the Contractor'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 Contractor]

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

(4) Any such further instructions shall be incorporated into this Annex 6.

Description	Details
Subject matter of the processing	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract to demonstrate Smart Meter-integrated EV charging in the specified contexts, and to design, build and trial a relevant device. More specifically, personal data will be processed during the trial stage of the project (trial and analysis of trial results). This will include consumption data (which will need to be anonymised/aggregated before it is shared) and other personal data such as names, addresses and payment account details where these apply.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor 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 Authority and the Contractor involved in</p>

	managing the Contract.
Duration of the processing	Processing will take place from May 2020 for the duration of the Contract. The Contract will end on 28 February 2022, but may be extended if agreed so with the Authority.
Nature and purposes of the processing	<p>Processing takes place for the purposes of trialling the devices in public locations where members of the public may use the devices and make payments using those devices and monitoring and analysing the trial results.</p> <p>The nature of the processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data etc.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor 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 Authority and the Contractor involved in managing the Contract.</p>
Type of Personal Data	<p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor 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 Authority and the Contractor involved in managing the Contract. Collection of electricity consumption data will form part of the trial.</p> <p>For avoidance of doubt any reports etc will not contain personal data. Any data in reports will be anonymised.</p> <p>For the purpose of trailing the devices in public areas including (but not restricted to) residential</p>

	streets and workplaces, and analysing the trial results, the Contractor will process names of and contact details for device users where users are asked to participate in an evaluation programme, and device location addresses and Meter Point Administration Numbers (MPANs). Contractor will advise and justify other personal data items as required.
Categories of Data Subject	<p>For the purpose of trailing the devices in public locations (including but not restricted to residential street and workplace locations) and analysing the trial results, Data Subjects will include members of the public who use the devices under trial and who enter any personal details via the device's interface including any payment details where these may be required to effect EV charging. Data subjects will also include any users who are asked to report their experiences as part of an exercise to be established to evaluate the trial.</p> <p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p>
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	<p>The Contractor will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender</p>

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

BEIS will be relying on consent as the relevant legal basis of processing. The Contractor 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 Contractor will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.



## **Annex 7 - 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**

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 authority 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 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland

## **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**

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 authority 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;
- 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 authority 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 authority 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).

## Annex 8 - Example Contract Terms and Conditions

BEIS proposes to use its Pre-Commercial Procurement Contract as the basis of the contract for this Competition. The current Terms and Conditions are below for information. These are subject to additional terms to be agreed, including a break clause allowing BEIS to terminate the agreement on 31<sup>st</sup> March 2021.

### Illustrative Terms and Conditions for Phase 1 and 2 contracts:

#### 1. Definitions and Interpretation

(1) In these terms and conditions of contract for services ("Conditions"):

"Arising Intellectual Property" means the Intellectual Property Rights which are created as a result of the Contractor's performance of the Services;

"Authority" means the Secretary of State for Business, Energy and Industrial Strategy;

"Authority's Premises" means land or buildings owned or occupied by the Authority;

"Background Intellectual Property" means Intellectual Property Rights owned, controlled or used by either of the Parties at the date of this Contract or which shall at any time thereafter become so owned, controlled or used otherwise than as a result of the performance of the Services under this Contract;

"the Charges" means the price agreed in respect of the Services, excluding Value Added Tax;

"Confidential Information":

- a) means all information obtained by the Contractor from the Authority or any other department or office of Her Majesty's Government relating to and connected with the Contract and the Services; but
- b) does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them by virtue of Condition 40;

the "Contract" means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the "Contractor" means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor's obligations are assigned pursuant to Condition 4;

"Contractor Personnel" means all directors, officers, employees, agents, consultants

and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract;

“Data” means information collected or used for the purposes of performing the Services, which can be processed manually, electronically or by other means;

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“Controller” , “Processor” , “Data Subject” , “Personal Data” , “Personal Data Breach” , “Data Protection Officer” take the meaning given in the GDPR;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Subject Access Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“DPA 2018” means the Data Protection Act 2018;

“Full Contract Price” means the price quoted by the Contractor for all phases within the Proposal;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Government Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to documents, papers, data issued in electronic form and other materials;

“Intellectual Property Rights” means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680);

“Party” means a party to this Contract;

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order” means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

“Proposal” means the response to the Authority’s invitation to tender for the provision of the BASEE Initiative (SBRI), submitted by the Contractor on [insert date] explaining how it would provide the services required, a copy of which is set out in Schedule 2;

“Reports” means reports provided to the Authority by the Contractor in performing the Services and in accordance with the Specification;

the “Services” means the services to be supplied under the Contract, namely delivery of the Phase 1 activities described in the Specification and the Proposal;

the “Specification” means the guidance notes attached at Annex 1, and any further guidance published by the Authority in accordance with that document; and

“Sub-processor” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract.

(2) The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- (b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (c) references to “person”, where the context allows, includes a corporation or an unincorporated association.

## **2. Acts by the Authority**

Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.

## **3. Service of Notices and Communications**

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery, facsimile transmission or via e-mail to [smartmeterspmo@beis.gov.uk](mailto:smartmeterspmo@beis.gov.uk) . Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be

effective two working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded and notice given by email shall be effective on the day of receipt (or the next working day if received on a day that is not a working day) unless a delivery error notice is received.

#### **4. Assignment and Sub-contracting**

- (1) The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.
- (3) If the Contractor uses a sub-contractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the sub-contractor.
- (4) The Contractor shall be responsible for the acts and omissions of his sub-contractors as though they were his own.
- (5) The Authority shall be entitled to assign any or all of its rights under the Contract to any contracting authority as defined in Regulation 2(1) of the Public Services Contracts Regulations 2015, provided that such assignment shall not materially increase the burden of the Contractor's obligations under the Contract.

#### **5. Entire Agreement**

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

#### **6. Waiver**

- (1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- (2) No waiver shall be effective unless it is communicated to the other party in writing.
- (3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

#### **7. Severability**

If any Condition or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract

shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

## **8. Confidentiality**

(1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and sub-contractors, the Contractor shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

(2) Condition 8(1) shall not apply to information which:

- (a) is or becomes public knowledge (otherwise than by breach of these Standard Terms or a breach of an obligation of confidentiality);
- (b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
- (c) is required by law to be disclosed;
- (d) was independently developed by the Contractor without access to the Confidential Information.

(3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.

(4) The Contractor shall not handle or examine any document or thing bearing a Government security classification of "Confidential", "Secret" or "Top Secret" other than in a Government establishment and the Contractor shall not remove any such document or thing from such Government establishment without the prior written consent of the Authority.

(5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.

(6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

## **9. Freedom of Information**

(1) The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations SI 2004 No. 3391 ("EIR") and shall assist and cooperate with the Authority, at the Contractor's expense, to enable the Authority to comply with these information disclosure requirements.

(2) In this Condition:-

"Information" has the meaning ascribed to it in section 84 of the FOIA;

“Request for Information” has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.

- (3) The Contractor shall (and shall procure that its subcontractors shall):-
- (a) Transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two working days;
  - (b) Provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority requesting that Information;
  - (c) Provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- (4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:-
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
  - (b) is to be disclosed in response to a Request for Information.

In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.

- (5) The Contractor acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA in November 2004), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.
- (6) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.
- (7) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions 9(4) and (5).

## **10. Amendments and Variations**

Subject to Condition 18(7) no amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Authority and the Contractor.

## **11. Invoices and Payment**

- (1) The Contractor shall submit invoices at times or intervals agreed by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed.
- (2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges plus VAT after receiving a correctly submitted invoice as set out in Condition 11(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.
- (3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.
- (4) The Authority may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority. The Authority shall suspend, reduce or cease payment, or, where payment has already been made, be able to recover under condition 13(1) that sum together with interest, in the case of a decision of the European Commission relating to state aid or pursuant to any court order.
- (5) If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Head of Procurement at the Department of Energy and Climate Change setting out his case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.
- (6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).

## **12. Accounts**

- (1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.
- (2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all

accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.

(3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

### **13. Recovery of Sums Due**

(1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with the Authority or with any other department or office of Her Majesty's Government.

(2) Any over-payment by the Authority to the Contractor whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 13(1) above or otherwise.

### **14. Value Added Tax**

(1) Value Added Tax is included in the value of the Services provided in accordance with the Contract.

(2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.

(3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.

### **15. Provision of Services**

(1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of the Authority whose decision shall be final and conclusive. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.

(2) If the Authority informs the Contractor that the Authority considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Authority, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Authority.

(3) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them, or if the Contractor is delayed in proceeding with the provision of the Services by the Authority (otherwise than as a

consequence of a breach of the Contract, or a breach of duty or fault or negligence on the part of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension or delay. Subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition only for those losses which:

- (a) were reasonably foreseeable by the Authority as arising as a direct result of the suspension or delay; and
- (b) relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension or delay and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).

The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from circumstances beyond the control of the Authority.

(4) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its sub-contractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and sub-contractors.

(5) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

(6) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.

(7) Without prejudice to the provision of Condition 13(1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

## **16. Progress Report**

(1) Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by the Authority, or as otherwise agreed between the Contractor and the Authority.

(2) The submission and acceptance of progress reports shall not prejudice any rights of the Authority under the Contract.

(3) Any Reports to which this clause relates shall be owned by the Authority.

(4) To the extent that any Reports to which this clause relates contain Arising

Intellectual Property or Background Intellectual Property, the Authority shall consult the Contractor as to the version of the relevant report it decides to publish on its website.

## **17. Contractor's Personnel**

- (1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed by the Contractor or its sub-contractors, whose admission would be undesirable in the opinion of the Authority.
- (2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.
- (3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract and that he will comply with the provisions of those Acts in so far as they apply to the work he is performing under the Contract.
- (4) If and when requested by the Authority the Contractor agrees that it will submit any person employed by the Contractor or its sub contractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance it affords will not carry out any work on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.
- (5) If the Contractor fails to comply with paragraph (2) (3) or (4) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.

## **18. Indemnities and Insurance**

- (1) The Contractor shall hold harmless and indemnify the Authority on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the Authority's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.
- (2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data)

arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).

- (3) The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall not be less than £1,000,000, and shall at the request of the Authority produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.
- (4) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.
- (5) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Authority.
- (6) The Authority shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the Authority by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.
- (7) Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 31(15) the amount of the Contractor's liability to the Authority arising out of or in connection with this Contract shall be limited to a sum of £1,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.

## **19. Termination for Insolvency or Change of Control**

- (1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:
  - a) where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
  - b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 19(1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is

- presented for the Contractor to be wound up as an unregistered company; or
- c) where the Contractor is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
- d) the Contractor undergoes a change of control, where “control” has the meaning given in Section 416 of the Income and Corporation Taxes Act 1988.

(2) After receipt of the notice under paragraph (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that paragraph, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority’s right to terminate the Contract under Condition 19(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 19(1), or such other period as is agreed by the parties.

## **20. Termination for Breach of Contract**

If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

## **21. Cancellation**

- (1) The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Contractor not less than 28 days' notice in writing to that effect. Once it has given such notice, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.
- (2) On termination in accordance with conditions 19, 20 or 21, the Authority shall pay to the Contractor a reasonable amount in respect of the Services properly carried out by the Contractor prior to the date of termination where payment has not already been made by the Authority including, without limitation, amounts properly due and owing to the Sub-Contractor under its Sub- Contract and/or any other parties engaged by the Contractor in respect of which the Contractor has, prior to the date of termination properly and irrevocably entered into a commitment to make payment for goods or services relating to the Contract (whether or not such amounts

have already been paid by the Contractor).

## **22. Dispute Resolution**

(1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

(2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.

(3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.

(4) If the parties agree to refer the dispute to mediation:

(a) in order to determine the person who shall mediate the dispute (the “Mediator”) the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Office of Government Commerce on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;

(b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Office of Government Commerce to provide guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

(d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Authority and the Contractor;

(e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

## **23. Corrupt Gifts and Payments of Commission**

- (1) The Contractor shall not:
- a) offer or give, or agree to give, to any person employed by or on behalf of the Authority any gift or consideration of any kind as an inducement or reward for doing, or having done, or not doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Authority, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;
  - b) enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.

- (2) Any breach of this Condition by the Contractor, or by anyone employed by him or acting on his behalf (whether with or without his knowledge), or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Bribery Act 2010, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect and recover from the Contractor the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.

- (3) Where the Contract has been terminated under paragraph (2) of this Condition there shall be deemed to be a failure to commence the provision of the Services, enabling the Authority to terminate the Contract with immediate effect and the Authority will not be obliged to pay the Charges.

- (4) In any dispute, difference or question arising in respect of:
- a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
  - b) the right of the Authority to determine the Contract; or
  - c) the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

## **24. Official Secrets**

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by

other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

## **25. Special Provisions**

In the case of any conflict or inconsistency between these Standard Terms and any specific terms of the Contract, the latter shall prevail.

## **26. Conflict of Interest**

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.

(2) Where the Authority is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

a) if the Contractor fails to comply with the Authority's requirements in this respect; or

b) if, in the opinion of the Authority, it is not possible to remove the conflict,

the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding Condition 26(2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

## **27. Intellectual Property Rights**

(1) Subject to Condition 27(4), all Background Intellectual Property used or supplied under this Contract in connection with the Services shall remain the property of the Party introducing the same and nothing contained in this Contract or any licence agreement pertaining or pursuant to the Contractor's performance of the Services shall affect the rights of either Party in its Background Intellectual Property.

(2) Subject to Conditions 27(3) and 28(5), any Arising Intellectual Property shall belong to the Contractor.

(3) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, together with the right to

grant sub-licences, to use or publish any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services, for such purposes as the Authority in its absolute discretion deem fit.

- (4) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, to use any Background Intellectual Property used in the performance of the Services, that is essential to the functioning and use of the Arising Intellectual Property.
- (5) The Contractor shall procure for the Authority any worldwide, irrevocable, royalty-free licence, at no cost to the Authority, from any third party, to use any Intellectual Property Rights that are essential to the functioning and use of the Arising Intellectual Property.
- (6) Under clauses 27(3), 27(4) and 27(5) the Authority shall only grant sub-licences to third parties if, after three years from the end of this Contract, the Arising Intellectual Property has not been commercially exploited by the Contractor.

## **28. Exploitation of Intellectual Property**

- (1) The Contractor shall inform the Authority of any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services and which are capable of exploitation whether patentable or not.
- (2) The Contractor shall, as appropriate, devise, publish, implement and maintain procedures for the management of Arising Intellectual Property and in particular, but without limitation, shall use its best endeavours to ensure that:
  - a) the Data which constitutes Arising Intellectual Property is identified, recorded and carefully distinguished from the outputs of other research;
  - b) prior to any publication of materials created in the course of performing the Services, patentable inventions comprised within the Arising Intellectual Property are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and
  - c) all such patent applications are diligently executed having regard to all relevant circumstances.
- (3) The Contractor shall permit the Authority to monitor the operation and effectiveness of the Contractor's procedures for the management of Intellectual Property Rights in such a way as the Authority considers reasonably necessary.
- (4) Consistent with the good management of Intellectual Property Rights and the continued agreement of the Authority, the Contractor shall use its best endeavours to:
  - a. promote the dissemination of the Arising Intellectual Property; and
  - b. once the Contractor has performed the Services to the satisfaction of the Authority, Commercially Exploit any Arising Intellectual Property to generate either capital or revenue or both.

- (5) If, within three years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall if requested by the Authority assign the Arising Intellectual Property to the Authority.
- (6) The Contractor shall not transfer ownership of the Arising Intellectual Property without the consent of the Authority.
- (7) The Authority may, at its absolute discretion, require the Contractor to licence the Arising Intellectual Property to third parties nominated by the Authority. Should the Authority choose to exercise its discretion under this clause, it will notify the Contractor in accordance with clause 3.

**29. Rights of Third Parties** It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

### **30. Government Property**

- (1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority.
- (2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Authority to the contrary within 14 days or such other time as is specified in the Contract.
- (3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.
- (4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or sub-contractors.
- (5) Where the Government Property comprises data issued in electronic form to the Contractor (including personal data as defined in Condition 31(1) below) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in Condition 30(6) below) or as otherwise expressly authorised in writing by the Authority.
- (6) The Contractor shall perform secure back ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.

(7) The Contractor shall, and shall procure that its sub-contractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its sub-contractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.

(8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

(9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or sub-contractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

### **31. Data Protection**

(1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 by the Authority and may not be determined by the Contractor.

(2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

(3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects;  
and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

(4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

(a) process that Personal Data only in accordance with Annex 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.

(c) ensure that:

- (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1;
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data.

(d) do not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:-

(i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.

(5) Subject to clause (6), the Contractor shall notify the Authority immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

(6) The Contractor's obligation to notify under clause (5) shall include the provision of further information to the Authority in phases, as details become available.

(7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

(a) the Authority with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Authority following any Data Loss Event;

(e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

(8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Authority determines that the processing is not occasional;

(b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

(9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.

(10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

(11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:

- (a) notify the Authority in writing of the intended Sub-Processor;
- (b) obtain the written consent of the Authority;
- (c) enter into a written Contract with the Sub-Processor which give effect to the terms set out in this Condition 30 such that they apply to the Sub-Processor; and
- (d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.

(12) The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.

(13) The Parties agree to take account of any guidance issued by the Information Commissioner's Office in respect of the Data Protection Legislation that is applicable to this Contract and shall make such variations to this Contract as the Authority may reasonably require to give effect to such guidance in accordance with Condition 10.

(14) If the Contractor fails to comply with any provision of this Condition 30, the Authority may terminate the Contract immediately in which event the provisions of Condition 20 shall apply.

(15) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its sub-contractors and Sub-Processors and hold it harmless against all costs, fines losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.

(16) Upon expiry of this Contract or termination of this Contract for whatever reason, the Contractor shall, unless specified in Annex 1, notified otherwise by the

Authority or required by law, immediately cease any processing of the Personal Data on the Authority's behalf and as required by the Authority:

- (a) provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
- (b) erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.

(17) Where processing of the Personal Data continues after the expiry or termination of this Contract as specified in Annex 1, notified otherwise by the Authority or required by law, the Contractor shall comply with the provisions of this Condition 30 for as long as the Contractor continues to process the Personal Data and such provisions shall survive the expiry or termination of this Contract.

(18) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the data subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

### **32. Non-discrimination**

- (1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do not do so
- (2) The Contractor shall comply with the Authority's equality scheme as published on the Authority's website, and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do so.
- (3) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor's staff, sub-contractors or agents fail) to comply with paragraphs (1) or (2) of this Condition.

### **33. Sustainable Procurement**

- (1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- (2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this clause by the Contractor.

- (3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

### **34. Other Legislation**

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all other applicable law.

### **35. Contractor Status**

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor.

### **36. Transfer of Services**

(1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority.

(2) The Contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

### **37. Law and Jurisdiction**

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **38. Transparency**

(1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 38(2) and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.

(2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.

(3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.

(4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.

(5) In Condition 38(1) the expression “tender documents” means the advertisement issued by the Authority seeking expressions of interest and the invitation to tender and the contract includes the Contractor’s proposal.

### **39. Monitoring and Management Information**

(1) Where requested by the Authority, the Contractor shall supply to the Authority such information and advice relating to the management of the Contract as the Authority require.

(2) The information and advice referred to in Condition 39(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Supplier Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage.

(3) The information referred to in Condition 39(1) shall be supplied in such form and within such timescales as the Authority may reasonably require.

(7) The Authority may make changes to the type of information which the Contractor is required to supply and shall give the Contractor at least one calendar month’s written notice of any such changes.