Department
for Environment
Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

Contract document

PSC 3rd Ed.

Contract for:	National Car Charging Points
Project Ref:	Contract: ecm_59754

Non Returnable Documents

Contents
Contract data
Scope

Prepared by:
Date: 19th October 2020
Version: 01

Department for Environment, Food and Rural Affairs
Nobel House,
17 Smith Square,
London,
SW1P 3JR

Non-Returnable documents **PSC 3rd Ed.**	**Section 1** **Contents**

Section 1 - Document summary and contents

Document summary

	Section	Title	Description
Non-Returnable Documents	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
	2	Contract data part one	Data (supplied by the *Employer)* required by the conditions of contract specific to this contract.
	3	Scope	The specification and description of the services and constraints on how the *Supplier* is to provide the services.
Returnable Documents	4	Document summary and contents list	A guide to the tender documents
	5	Contract data part two	Data (supplied by the *Supplier*) required by the conditions of contract specific to this contract.
	6	Pricing data	The *activity schedule* Option A and C. Risk register The risk budget
	7	Consultant's schedules	Information required with the tender and the *Supplier*'s technical offer. Includes certificates for completion and return with the tender.

Contract Documents **PSC 3rd Ed.**	**Section 2** **Contract Data** **Part one**

Data provided by the *Employer*

Contract for Defra National Car Charging Points roll out		
1.	**General**	
•	The conditions of contract are a) the core clauses and the clauses for the Options set out below of the NEC3 Professional Services Contract (June 2005) and amended by June 2006 and September 2011in conjunction with b) agreement reference 9Y8C – TM97UR Property & Design Specification Services. In the event of a conflict between terms, the terms cited under a) above shall apply.	
	A:	Priced contract with activity schedule
	W2:	Dispute Resolution Procedure (use when Housing Grants, Construction and Regeneration Act 1996 applies)
	X1:	Not used
	X2:	Changes in the law
	X3:	Not used
	X4:	Not used
	X5:	Not used
	X6:	Not used
	X7:	Not used
	X8:	Not used
	X9:	Transfer of rights
	X10:	Not used
	X11:	Termination by the *Employer*
	X12:	Not used
	X13:	Not Used
	X18:	Limitation of liability
	X20:	Not used
	Y(UK)2	The Housing Grants Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009
	Y(UK)3	The Contracts (Rights of Third Parties) Act 1999
	A Contract Risk Register will be maintained to record early warnings and compensation events. An example of the form of register to be used will be sent to the Agency PM for agreement prior to issue.	
	Z:	The Additional conditions of contract are in point 10. Option Z

- **The *services* are:**

  To provide the Technical and Advisory Project Management services for the car charging points national role out tender documents.

  The full project scope has been discussed with Mott Macdonald in line with the attached document titled "Scope", and as detailed in Mott Macdonald's Activity Schedule (Appendix A).

- The *Employer* is

  The Department for Environment, Food & Rural Affairs (Defra)
  Nobel House
  17 Smith Square
  London
  SW1P 3JR

  Employer's Project Manager: [redacted]

- The *Adjudicator* is, the person appointed by the *Adjudicator nominating body*.
- The referring Party pays the administrative charge made by the *Adjudicator nominating body*.

- The Scope is in Section 3 of this Contract document.

- The *law of this contract* is the law of England, subject to the jurisdiction of the English Courts.

- The *language of this contract* is English.

- The *period for reply* to a communication is 2 weeks.

- The *period for retention* of documents is 6 years following Completion or earlier termination.
- The *Adjudicator nominating body* is the Institution of Civil Engineers
- The *tribunal* is litigation in the courts.

2. The Parties main responsibilities

- The *Employer* provides access to the following people, places and things.

Access to	*access date*
Access to, but not limited to: • Record drawings and O&M Manuals • Existing product specifications and works requirements • Existing selection and quality criteria • Internal delivery team within DEFRA	21st October 2020.

- The *Consultant* prepares forecasts of total Time Charge and *expenses* for the *services* at intervals no longer than one month.

3. Time

- The *starting date* is 21st October 2020
- The *completion date* for the whole of the *services* is 12th December 2020
- The *Supplier* submits revised programmes at intervals no longer than 4 weeks.

4. Quality

- The quality policy statement and quality plan are provided within 4 weeks of the *starting date*, if not previously provided by the *Consultant.*
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

5. Payment

- The *assessment interval* is one month based on the schedule submitted as part of Option A.
- The period within which payments are made is 30 days from receipt of the *Consultant*'s VAT invoice.
- The *currency of this contract* is pounds sterling (£).
- The *interest rate* is 2% per annum above the Bank of England Base Rate.
- There are no *expenses* stated by the *Employer* (*expenses* are deemed to be included in the lump sum prices for the activities).

6. Compensation events

- There is no Contract Data required under this heading

7. Title and confidentiality

- There is no Contract Data required under this heading.

Note – levels proposed are for this project specifically.

8. Indemnity and insurance

- The amounts of insurance and the periods following Completion for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the *services* or earlier termination
failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services*	£5m	6 Years
personal injury to or death of a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*	£5m	12 months

bodily injury to or death of employees of the *Consultant* arising out of and in course of their employment in connection with this contract	£5m	for the period required by law

- The Employer provides the following insurances – None.
- The *Consultant's* total liability to the *Employer* for all matters arising under or connection with this contract, other than excluded matters, is limited to an aggregate of £5 million per individual contract.

9. Disputes and termination

- There is no Contract Data required under this heading

10. Option Z: The *additional conditions of contract* are:

Z1 Not Used

Z2 The text of Cl 18 Prevention is deleted.

Delete the text of Cl 60.1(11) and replaced by:

The services are affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 A Not used

Z3 B Not used

Z3 C Not used

Z4 Not used

Z5 Not used

Z18 Not used

Z19 Not used

Z20 CIC BIM Protocol

In this clause, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

Clauses 1 and 5, of the Protocol are additional conditions of contract.

Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Scope.

Clause 6 of the Protocol is amended as follows and are additional conditions of contract

6.1 is unamended

6.2 – 6.10 of the Protocol is deleted and replaced with the following:

6.2 All pre-existing Materials held and used by a Project Team Member used in connection with the Model shall remain the property of the party introducing them. Details of each party's pre-existing Materials are set out in the Model Production and Delivery Table

6.3 All Materials (other than clause 6.2 above), Model, Featured Model and Specified Model, shall be the property of the *Employer*

6.4 The Materials (other than clause 6.2 above), Model, Featured Model and Specified Model shall, be the property of the *Employer* and the *Employer* shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model. The *Employer's* intention to apply for such patent or other protection shall be notified to the Project Team Members. Such applications for patents or other registered intellectual property rights shall be filed in the name of the *Employer*.

Unless otherwise agreed in writing between the Project Team Member and the *Employer*, the Project Team Member hereby:

6.4.1 assigns to the *Employer* all Materials (other than clause 6.2 above), Model, Featured Model and Specified Model

6.4.2 grants the *Employer* a non-exclusive, non transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the *Employer* in respect of all the Project Team Member's pre-existing Materials necessary in order for the *Employer* to use or exploit the Materials, Model, Featured Model and Specified Model

6.7 The Project Team Members undertakes to the *Employer* not to use, exploit or deal with any of the *Employer's* pre-existing Materials, other than in the performance of the Agreement unless the Project Team Member has first obtained a written licence from the *Employer*, in specific terms to do so.

6.8 The *Employer* undertakes to the Project Team Member not to use or exploit the pre-existing Materials, save as provided in Clause 6.4.2

6.9 The Project Team Members warrants to the *Employer* that the Project Team Member pre-existing Materials shall not in any way infringe any intellectual property rights of any third party.

6.10 If the Project Team Members is prevented from carrying out his obligations under the Agreement due to any infringement or alleged infringement of any Intellectual Property Rights, the *Employer* may without prejudice to any other rights and remedies under the Agreement, exercise the powers and remedies available to it under the Agreement

6.11 The Project Team Members shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the *Employer*. The Project Team Members waives in favour of the *Employer* its rights to object to derogatory treatment of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model and the Project Team Members also agrees that he will not assert or seek to enforce against the *Employer* and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 without the prior agreement of the *Employer*.

6.13 The Project Team Members shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Materials, of which the Project Team Members is not aware.

Clause 7 of the Protocol is deleted in its entirety.
Z21: The text in X9 (Transfer of Rights) is amended as follows: "The following clauses are inserted after X9.1: X9.2 All materials shall be the property of the *Employer* and the *Employer* shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the materials. The *Employer's* intention to apply for such patent or other protection shall be notified to the *Consultant*. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Employer. X9.3 Unless set out in the Scope or otherwise agreed in writing between the parties, the Consultant hereby: 9.3.1 assigns to the Employer all materials; 9.3.2 grants the Employer a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation, or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the Employer in respect of all the Consultant's pre-existing materials necessary in order for the Employer to use or exploit the materials X9.4 The Consultant undertakes to the Employer not to use, exploit or deal with any of the Employer's pre-existing materials other than in the performance of the contract unless the Consultant has first obtained a written licence from the Employer, in specific terms to do so. X9.5 For avoidance of doubt, this clause supersedes and takes precedence over core clause 70."

Contract Documents PSC 3rd Ed.	Section 6 Scope

6. 20 The Parties' main responsibilities

6. 20.1 Details of the *services*

The *Consultant* shall;

Undertake the following duties:

Following a kick-off meeting, Mott MacDonald will carry out two tasks, as further described below:

- Review the existing product specifications and works requirements, agree changes and assemble into their format for inclusion in the tender.
- Review the current draft selection and quality criteria.

1. Kick-off meeting

We will hold a mobilisation meeting with Defra via teleconference. [redacted] will continue to support liaison with you and [redacted] will act as project manager for the Mott MacDonald team. We will agree points of contact and transfer latest versions of the tender documentation prepared by Defra Group Property. We will discuss with you the mapping you see between the current documents and how these should be integrated into the following templates in the RM6215 tender pack:

- DPS Order Schedule 20 – Specification
- Attachment 3 – Statement of Requirements

We will discuss with you and ensure we understand the individuals or departments listed as having quality roles in the spreadsheet CQR in the current draft of the quality and selection criteria ("QCDIM V4.xslx").

2. Comment on the existing specifications and prepare additional technical documentation as required.

The following documentation is available as a 70-80% draft:

Statement of requirements	Email from [redacted] dated 01 October 2020
	DEFRA Technical Specification EV P4 Version 2.doc
Product specifications	DEFRA Product Spec Rapid Charge point.docx
	DEFRA Product Spec Solar Carport.docx

	DEFRA Product Spec V2G.docx
Performance specifications	OLEV Charge point Data spec.docx
Construction works instructions	Electric vehicle charge points bay painting V1.docx
	Electric vehicle charge points crash barriers V1.docx
Standards incorporated by Reference	Connector standards: CCS, CHAdeMO, AC Type 2
	IET wiring BS 7671 regulations
	IET Code of Practice for Electric Vehicle Charging Equipment.
Competencies incorporated by reference	Contract must be NICEIC, ECA or NAPIT registered and must use JIB approved Electricians.

We will review the current draft documentation in its current format, making comments inline using tracked changes. Where we make changes we will add comments to justify the change or the evidence for the change. We will use our internal list of requirements we typically expected to see in an Employer's Requirements for EV charging, attached in the Appendix, as a checklist.

We will elaborate the description of the how the solar car port and chargers will be deployed (i.e. whether the solar car port is used with Rapid Chargers, whether it is used with the V2G product or not). We will elaborate the requirements for the LV electrical connection to the site main distribution board, and identify suitable construction works instructions for the LV cabling and jointing.

We will review and, where necessary, update the quality acceptance criteria in the Statement of Requirements to include robust quality criteria for surveys, design and as-built documentation. We expect, for example the contractor to have ascertained electrical load schedules, general arrangements, the site's Approved Supply Capacity, and 3G/4G signal reception from surveys.

We will focus on reducing opportunity for a wide variety of offers for similar products, by reviewing for example:

- Acceptable lifetime of charger and solar PV
- Acceptable offers of PV technology for the car port
- Civils construction standards for the car port.

We will introduce additional standards and competencies, incorporated by reference. We will review whether any additional legislation may be relevant beyond the existing references to Health & Safety Legislation and legislation referenced in the wider RM6215 tender pack.

Once we have agreement on the majority of comments, we will transfer the documents into the preferred format agreed at the kick-off meeting ready for inclusion in the tender pack as DPS Order Schedule 20, Attachment 3 – Statement of Requirements, or referenced as Annexes to these.

3. Support in selecting pre-qualification criteria and a vendor list

We will review your current quality and selection criteria ("QCDIM V4.xslx"). The intention of these is to assist in down-selecting from the current 33 providers on the Dynamic Purchasing System to a more realistic number of providers, all of whom we

We will ensure that the quality standards tab contains all of the quality standards referenced in the specifications and, vice versa, incorporate any additional quality standards into the text of the specifications where they have not been referenced.

We will hold a teleconference with you to discuss and provide our views on the question weightings, guided by mandatory percentages which you may be required to honour and work within for all government tenders.

We will provide our review comments on the quality standards referred to in the tabs CQR and QCDIM, providing our view on whether they are measurable, proportionate and that there is sufficient coverage for each phase of the project (survey, design, construction, commissioning, and operations and maintenance).We will review and where necessary add quality criteria which assess the depth and quality of surveys which the contractor has carried out, and the quality and completeness of designs submissions.

We will add a question or criteria into the pre-qualification to understand how the contractor will engage with the DNO: whether they or one of their subcontractors is registered with Lloyds Register as an Independent Connection Provider, and if so, for which services (construction and/or design and/or selection of a Point of Connection).

There is an ongoing dependency on DEFRA Group Property Services' Geniepoint back office data network, for which the contract runs to December 2021. We will agree with DEFRA how to reflect this in the pre-qualification criteria on capability to migrate existing data and evidence to support testing capability to move to a new back office.

Throughout we will be assuming that the tender will be of interest to:

- Energy majors (such as EDF Energy (owner of PodPoint), SSE Enterprise, Centrica Business Solutions, E.ON Drive) where these can meet the Geniepoint migration requirement
- Standalone chargepost installers

and that both parties will use subcontract civils and electrical contractors to supplement their own resources. As such, we expect the tender to seek either a single Economic Operator or a consortium of Economic Operators and to provide evidence of Quality Standards and capability from across the consortium. We will ensure that there is sufficient emphasis on track record and team working as a consortium, and committing to site presence from the Consortium lead organisation in its role as Principal Contractor.

Please refer to the attached document titled "Scope" for the full project scope.

Compliance

The *Consultant* shall;

- Comply with the CDM Regulations 2015 as far as they relate to this Appointment. Mott Macdonald are not responsible for CDM apart from our contracted duties. DEFRA will appoint a Principal Designer as part of their Client Duties

Design

The *Consultant* shall;

- Provide outputs as per the Activity Schedule

Department
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Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

Contract document

PSC 3rd Ed.

Contract for: National Car Charging Points

Project Ref: Contract: ecm_59754

Returnable Documents

Document Summary and contents
Contract data part two
Pricing data
Consultant's Schedules

Prepared by: Mott Macdonald
Date: 19th October 2020
Version: 01

Section 4 - Document summary and contents

Document summary

	Section	Title	Description
Non-Returnable Documents	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
	2	Contract data part one	Data (supplied by the *Employer)* required by the conditions of contract specific to this contract.
	3	Scope	The specification and description of the services and constraints on how the *Supplier* is to provide the services.
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	7	Consultant's schedules	Information required with the tender and the *Consultant*'s technical offer. Includes certificates for completion and return with the tender.

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Contract Documents **PSC 3rd Ed.**	**Section 5** **Contract Data** **Part two**

Data provided by the *Consultant*

• **The *Consultant* is** Name: Mott MacDonald Limited (1243967) Address: Mott MacDonald House, 8-10 Sydenham Road, Croydon CR0 2EE, United Kingdom	Standard requirement
• **The *key persons* are:**	

1	Name	[redacted]	Name key people to be working on the contract **However please state here details of any special qualifications or experience relevant to these *key* jobs**
	Job	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]project management	
2	Name	[redacted]	Add more *key persons* following the two shown here if needed
	Job	[redacted]	
	Responsibilities	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	

[redacted] *staff* rates are as follows; [redacted]	
• [redacted] 21st October 2020	This will always be included – main purpose is to inform how the *Consultant* intends to carry out the work and how it affects the Department's other activities and the project master plan. However, for a simple service it may be no more than a single start and finish date.

• The *activity schedule* is in Section 6, Pricing Data	Only include and complete if an '*activity schedule'* is used (Options **A** or **C** only**).**

Contract Documents **PSC 3rd Ed.**	**Section 6.1** **Pricing Data**

6.1 Activity schedule

The *services*	To provide the Technical and Advisory Project Management services for the car charging points national role out tender documents.
Contract Number	**TBC**

Stage Activity Code	**Description**	**Lump sum prices for activities £**
1	Review comments on the current quality and selection criteria	[redacted]
2	Review of technical specifications in their current format	[redacted]
3	Preparation of technical specifications in final tender format	[redacted]
4	Final comments on the current quality and selection criteria	[redacted]
5	Purchase of IET Code of Practice for Electric Vehicle Charging Equipment Installation	[redacted]
6	Ancillary service provision – scoping contingency	[redacted]
	Total	**£16,953.50**

Signature ..... Date .....

6.2 Consultant's *initial forecast of resources, time charge and* expenses

Grade	**Example staff**	**Hours**	**Rate**	**Subtotal fee**

[redacted]

Documents **PSC 3rd Ed.**	**Section 7** ***Consultant*'s schedules**

7.0 Statement by *Consultant*

7.1 Proposed Sub consultants

7.2 Management

7.3 Quality assurance

7.4 Health and safety

7.5 Programme

7.6 Example Form of Agreement

Statement by *Consultant* **PSC 3rd Ed.**	***Consultant*'s schedule 7.0**

We confirm that nothing in the information we have given in the *Consultant*'s schedules or appended to them, or the *Employer's* acceptance of our proposal, changes our responsibility to Provide the Services in accordance with the Scope or our liability for design.

Signed ..... Date .....

Name ..... Position .....

Consultant .....

Proposed Sub consultants PSC 3rd Ed.	***Consultant*'s schedule: 7.1**

We notify you that it is our intention to employ the following Sub consultants on the *services*.

If we are awarded a contract for the *services* we agree that this notification does not change the requirement for us to submit the names of proposed Sub consultants to the *Employer* for acceptance as required by Clause 24.

	Name and address of proposed Sub consultant	**Nature and extent of service**	**Proposed procurement method used/to be used to achieve value for money**	**Proposed conditions of contract to be used to purchase services from Sub consultant**	**Previous experience with Sub consultant**
1.	N/A				
2.	N/A				
3.	N/A				
4.	N/A				

Management **PSC 3rd Ed.**	***Consultant*'s schedule: 7.2**

Note to framework Consultant: Please describe the management arrangements for the *services*. You are requested to include:

1. If not already provided to the Employer, CV's for all key people should be a maximum of two sides of A4 of relevant experience tailored to the services required under this contract.
2. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

This note is not part of the contract

Summary of items attached to this schedule:

1. Mott MacDonald standard governance procedures have, and will be followed. Mott MacDonald Project Principal will internally monitor this.
2. CV's
3. Scope of Services (see attached document titled "Scope")

Quality assurance **PSC 3rd Ed.**	***Consultant*'s schedule: 7.3**

- The Quality Plan for this Contract will be developed for this project in line with our organisational quality management systems as stated in Contract Data Part One, Section 4, Quality.

Health and Safety **PSC 3rd Ed.**	***Consultant*'s schedule: 7.4**

Health and Safety will be in line with Mott MacDonald's standard health and safety procedures.

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Programme **PSC 3rd Ed.**	***Consultant*'s schedule: 7.5**

Note: This programme should show:

1. The information required of a programme submitted for acceptance is in Clause 31.2.
2. Any other requirements for a programme stated in the Scope.
3. Your statement on how you plan to do the work for each operation on the programme is to be provided below and not on the programme. However, you are still required to submit a fully resourced programme. Your response must include your approach to SHE.

Key Dates

Review comments on the current quality and selection criteria	13th November 2020
Review of technical specifications in their current format	13th November 2020
Preparation of technical specifications in final tender format	12th December 2020
Final comments on the current quality and selection criteria	12th December 2020

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Form of Agreement **7.6**

PSC 3rd Ed.

Contract Title: Defra National Car Charging Points roll out

This agreement is made on …….

Between The Department of Environment, Food & Rural Affairs (the *Employer*)

and Mott MacDonald Ltd (the *Consultant*)

The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data.

The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data.

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. **This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').**

Executed under hand by the *Employer*

	the ***Employer***
by	signature
	name
	position
And	signature
	name
	position

Executed under hand by the *Consultant*

	the *Consultant*
By	signature of director
	name of director
And	signature of director or company secretary
	name of director or company secretary

All figures are ex VAT

Note the fee proposal is based on:

- This is a desktop exercise. Site visits are excluded
.
- We are aware of new low profile chargepost options coming to the market (such as Connnected Kerb and Trojan Energy Ltd.). Based on your current specification we understand these are out of scope.

- We assume that Defra will be selecting sites which have sufficient Approved Supply Capacity (ASC) with the Distribution Network Operator, and headroom compared to their current peak consumption. As such we shall require that tenderers need only consider aspects of distributed generation (for the solar car port) and operation as V2G with the Distribution Network Operator.

- We assume we are not required to prepare layouts or site information for the four host sites for the four first installs. We will agree with you the wording around surveys and whether the contractor will have access to a schedule of existing electrical loads at each site or will be required to survey these on site with the relevant Facilities Manager.

- No provision has been made for purchase of standards documents, where these are not publicly available free of charge.

- We reserve the right to deploy tasks between staff within the contract price.

Purpose of the assignment

The purpose of the assignment is to support Defra Group Property to complete its Statement of Requirements and associated Product Specifications and works requirements which need to be referenced.

The (mini competition) first tender will be run across four sites. The contractors are required to undertake surveys and provide detailed design to meet Defra technical survey requirements and EV car charging standards together with breakdown of costs for each of the differing installations, one each of:

- Fast charge single phase or 3-phase
- Rapid chargepoint without Vehicle 2 Grid (V2G) capability
- Rapid chargepoint capable of Vehicle 2 Grid (V2G)
- Solar carport

The prices received for the mini competition first tender are intended to inform a business case for wider roll-out of up to 464 car charging sockets at 96 sites subject to available budget over the next 4 years. The tender will reference the opportunity of this wider roll-out to increase market interest. The aim of the mini competition is to gauge the quality of the site surveys and get an indicative cost for full business case purposes which will be average costs based on sites specified in scope. As such, DEFRA may not proceed to contract the sites specified in scope.

The tender will be released through the Crown Commercial Services Framework RM6215 “Vehicle Charging Infrastructure Solutions (VCIS)”. The form of contract is being discussed and may use the form of contract in RM6215 or supplement this with a NEC-style contract for the construction aspects.

The tender will specify a “turn-key” solution (including back office data network, reporting, maintenance, billing, and applying for grant funding).

Our relevant background

We reviewed the construction design pack for a 2MW solar car port for a UK client in the South Coast of England.

We are supporting the Department for Business, Energy and Industrial Strategy on their trials of remote control of EV charging using the UK’s Smart Metering infrastructure.

We regularly develop Employer’s Requirements and in particular developed Employer’s Requirements for battery storage and solar photovoltaic projects.

Scope

Following a kick-off meeting, Mott MacDonald will carry out two tasks, as further described below:

- Review the existing product specifications and works requirements, agree changes and assemble into their format for inclusion in the tender.
- Review the current draft selection and quality criteria.

1. Kick-off meeting

We will hold a mobilisation meeting with you via teleconference. [redacted] will continue to support liaison with you and [redacted] will act as project manager for the Mott MacDonald team. We will agree points of contact and transfer latest versions of the tender

documentation prepared by Defra Group Property. We will discuss with you the mapping you see between the current documents and how these should be integrated into the following templates in the RM6215 tender pack:

- DPS Order Schedule 20 – Specification
- Attachment 3 – Statement of Requirements

We will discuss with you and ensure we understand the individuals or departments listed as having quality roles in the spreadsheet CQR in the current draft of the quality and selection criteria ("QCDIM V4.xslx").

2. Comment on the existing specifications and prepare additional technical documentation as required.

The following documentation is available as a 70-80% draft:

Statement of requirements	Email from [redacted] dated 01 October 2020
	DEFRA Technical Specification EV P4 Version 2.doc
Product specifications	DEFRA Product Spec Rapid Charge point.docx
	DEFRA Product Spec Solar Carport.docx
	DEFRA Product Spec V2G.docx
Performance specifications	OLEV Charge point Data spec.docx
Construction works instructions	Electric vehicle charge points bay painting V1.docx
	Electric vehicle charge points crash barriers V1.docx
Standards incorporated by Reference	Connector standards: CCS, CHAdeMO, AC Type 2
	IET wiring BS 7671 regulations
	IET Code of Practice for Electric Vehicle Charging Equipment.
Competencies incorporated by reference	Contract must be NICEIC, ECA or NAPIT registered and must use JIB approved Electricians.

We will review the current draft documentation in its current format, making comments inline using tracked changes. Where we make changes we will add comments to justify the change or the evidence for the change. We will use our internal list of requirements we typically expected to see in an Employer's Requirements for EV charging, attached in the Appendix, as a checklist.

We will elaborate the description of the how the solar car port and chargers will be deployed (i.e. whether the solar car port is used with Rapid Chargers, whether it is used with the V2G product or not). We will elaborate the requirements for the LV electrical connection to the site main distribution board, and identify suitable construction works instructions for the LV cabling and jointing.

We will review and, where necessary, update the quality acceptance criteria in the Statement of Requirements to include robust quality criteria for surveys, design and as-built documentation. We expect, for example the contractor to have ascertained electrical load schedules, general arrangements, the site's Approved Supply Capacity, and 3G/4G signal reception from surveys.

We will focus on reducing opportunity for a wide variety of offers for similar products, by reviewing for example:

- Acceptable lifetime of charger and solar PV
- Acceptable offers of PV technology for the car port

- Civils construction standards for the car port.

We will introduce additional standards and competencies, incorporated by reference. We will review whether any additional legislation may be relevant beyond the existing references to Health & Safety Legislation and legislation referenced in the wider RM6215 tender pack.

Once we have agreement on the majority of comments, we will transfer the documents into the preferred format agreed at the kick-off meeting ready for inclusion in the tender pack as DPS Order Schedule 20, Attachment 3 – Statement of Requirements, or referenced as Annexes to these.

We assume that you will be selecting sites which have sufficient Approved Supply Capacity (ASC) with the Distribution Network Operator, and headroom compared to their current peak consumption. As such we shall require that tenderers need only consider aspects of distributed generation (for the solar car port) and operation as V2G with the Distribution Network Operator.

We assume we are not required to prepare layouts or site information for the four host sites for the four first installs. We will agree with you the wording around surveys and whether the contractor will have access to a schedule of existing electrical loads at each site or will be required to survey these on site with the relevant Facilities Manager.

3. Support in selecting pre-qualification criteria and a vendor list

We will review your current quality and selection criteria (“QCDIM V4.xslx”). The intention of these is to assist in down-selecting from the current 33 providers on the Dynamic Purchasing System to a more realistic number of providers, all of whom we

We will ensure that the quality standards tab contains all of the quality standards referenced in the specifications and, vice versa, incorporate any additional quality standards into the text of the specifications where they have not been referenced.

We will hold a teleconference with you to discuss and provide our views on the question weightings, guided by mandatory percentages which you may be required to honour and work within for all government tenders.

We will provide our review comments on the quality standards referred to in the tabs CQR and QCDIM, providing our view on whether they are measurable, proportionate and that there is sufficient coverage for each phase of the project (survey, design, construction, commissioning, and operations and maintenance).We will review and where necessary add quality criteria which assess the depth and quality of surveys which the contractor has carried out, and the quality and completeness of designs submissions.

We will add a question or criteria into the pre-qualification to understand how the contractor will engage with the DNO: whether they or one of their subcontractors is registered with Lloyds Register as an Independent Connection Provider, and if so, for which services (construction and/or design and/or selection of a Point of Connection).

There is an ongoing dependency on DEFRA Group Property Services’ Geniepoint back office data network, for which the contract runs to December 2021. We will agree with DEFRA how to reflect this in the pre-qualification criteria on capability to migrate existing data and evidence to support testing capability to move to a new back office.

Throughout we will be assuming that the tender will be of interest to:

- Energy majors (such as EDF Energy (owner of PodPoint), SSE Enterprise, Centrica Business Solutions, E.ON Drive) where these can meet the Geniepoint migration requirement
- Standalone chargepost installers

and that both parties will use subcontract civils and electrical contractors to supplement their own resources. As such, we expect the tender to seek either a single Economic Operator or a consortium of Economic Operators and to provide evidence of Quality Standards and capability from across the consortium. We will ensure that there is sufficient emphasis on track record and team working as a consortium, and committing to site presence from the Consortium lead organisation in its role as Principal Contractor.

Out of scope

We are aware of new low profile chargepost options coming to the market (such as Connnected Kerb[1] and Trojan Energy Ltd.[2]). Based on your current specification we understand these are out of scope.

Appendix – Typical contents in an Employer's Requirements for EV charging

1. **Description of procurement scope**
   Either provided as a tabulated list of sites, number of parking bays intended to be supported with EV chargeposts, and vehicles operating from the site.
2. **Details of vehicles to be supported**
   Itemised list of vehicles and a suitable outcome measure (maximum time to full charge) or minimum requirement (e.g. minimum chargepost standard which must be supplied for sites with this vehicle).
3. **Scope of Services**
   An itemised description of services required in order to provide the turn-key service sought by DEFRA.
4. **Site information**
   Sufficient information to allow contractors to carry out desk-based surveys, to assist with pricing, prior to full on-site surveys. This may for example, include Lat/Long or address to support Google Streetview desktop surveys, and to support interrogation of the DNO's online capacity map.
5. **Interface responsibilities**
   Define the responsibilities of the contractor to interface with the Distribution Network Operator to achieve an upgrade to the site supply (if necessary), local planning authority (if necessary) and local facilities manager.
6. **Statutory duties**
   Specify the Contractor's duties during construction (including whether Construction Design & Management Regulations shall apply). Specify the legislation which the Contractor's equipment shall meet (for example, we expect that chargeposts provide for the use of DEFRA employees to charge DEFRA vehicles will fall under the remit of the Provision and Use of Work Equipment Regulations. Requirement to adhere and contribute to existing fixed wire testing and planned maintenance schedules operated by DEFRA Group Property Services to meet its statutory requirements.
7. **Physical arrangement constraints**
   Define DEFRA's requirements as the User, and which may include: support for

[1] https://www.connectedkerb.com/
[2] https://www.trojanenergyltd.com/

reverse parking as standard; parking bay width; support for vehicles with trailers; etc. Provide standards as necessary

8. **Electrical arrangement constraints**
   Requirement for chargeposts to be supplied from a dedicated circuit breaker at the site main distribution board.
9. **Mandatory physical "Safety By Design" aspects**
   Specify barrier hoops; specify kerb height (if relevant); use of ducting for cables to the main supply; all ducting to enter the chargepost from the same direction (so that all sites are the same for maintenance and repair).
10. **Mandatory electrical "Safety By Design" aspects**
    Internally fused in the event of damage to the Chargepost, such that the Chargepost auto-isolates itself. Earthing arrangements. Use of Residual Current Device (RCD) or similar protection.
11. **Metering requirements**
    Sub-metering to be considered only where DEFRA is the leaseholder and may need to evidence its itemised consumption. Where required, the Contractor shall register sub-meters and to put in place a meter services contract. Energy consumption will be metered through the existing EDF and British Gas electricity supply contracts at freehold sites.
12. **Support requirements**
    First line support will be provided through the existing facilities helpdesk operated by Interserve. Second and third-line support requirements for: call-out to make equipment safe in the event of an emergency; call-out to address non-safety critical issues and equipment failures; Service Level Agreements for second and third-line support.
13. **Back-office and grant management**
    Responsibilities of contractor to provide monthly fleet management reports; responsibility (or not) of the contractor to interface with DEFRA Group Property's existing Geniepoint back office data network; responsibility for applying for grant funding for chargepost installation from the Central Government Workplace Charging Scheme.
14. **Acceptance**
    Specify documentation required. Create a facility for acceptance by means of photographic evidence, particularly for unmanned sites. Specify that, on request, acceptance may require demonstration to a fleet driver, and quality assurance visit by DEFRA Property Services' project team and / or local facilities manager.
15. **Minimum standards**
    List of relevant standards which the Contractor must comply with

[redacted]

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