

Attachment 1 – About the Contract

**RM6140 – Energy Trading System**

**Contents**

|  |  |  |
| --- | --- | --- |
|  | **Welcome** | **2** |
| **1** | **What you need to know** | **3** |
| **2** | **Background to the Contracting Authority** | **4** |
| **3** | **Background to requirement/Overview of requirement** | **5** |
| **4** | **The Opportunity** | **6** |
| **5** | **What a Contract is** | **6** |
| **6** | **How the Contract is structured** | **6** |
| **7** | **Who can bid** | **6** |
| **8** | **Timelines for the competition** | **7** |
| **9** | **When and how to ask questions** | **8** |
| **10** | **Transfer of Undertakings Regulations 2006 (TUPE)** | **9** |
| **11** | **Competition rules** | **9** |
| **12** | **What you can expect from us** | **9** |
| **13** | **What we expect from you** | **10** |
| **14** | **Collusive behaviour** | **10** |
| **15** | **Contracting arrangements** | **10** |
| **16** | **Contracting arrangements for consortium** | **11** |
| **17** | **Bidder conduct and conflicts of interest** | **11** |
| **18** | **Confidentiality and freedom of information** | **11** |
| **19** | **Publicity** | **11** |
| **20** | **Our rights** | **11** |
| **21** | **Consequences of misrepresentation** | **12** |
| **22** | **Bid costs** | **12** |
| **23** | **Warnings and disclaimers** | **13** |
| **24** | **Intellectual Property Rights** | **13** |
| **25** | **How the Contract is structured** | **13** |

# Welcome

We invite you to bid in this competition for RM6140 – Energy Trading System. You must use our eSourcing suite to submit your bid

<https://crowncommercialservice.bravosolution.co.uk>

Our bid pack comes divided into two main parts:

**Attachment 1 - About the Contract** (this document) – what the opportunity is, who can bid, the timelines for this competition, how to ask questions.

Plus:

* the competition rules and obligations and rights between you and us
* how the Contract works – what a Contract is and what’s in a Contract.

**Attachment 2 - How to bid** – guidance on how to submit your bid, the selection and award stages, how we will assess your bid, what is the process at intention to award and the Contract award stage.

There are also further attachments to the bid pack as follows:

Attachment 2a Selection Questionnaire

Attachment 2b Award Questionnaire

Attachment 3 Specification

Attachment 4 Information and declaration workbook

Attachment 5 Financial assessment template

Attachment 6 Consortia details

Attachment 7 Key subcontractor details

Attachment 8 Bidder guidance

Attachment 9 Pricing Matrix

Attachment 10 Supplementary Information

* Historic Upload Examples
* Energy Trading System MOSCOW
* User Access Control Example Privileges
* Risk Reporting Overview

Attachment 11 Contract population template

Attachment 12 The Contract

Make sure you **read all the attachments, and the Contract documents** which can be found

<https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>

<https://www.contractsfinder.service.gov.uk/Notice/ce968dc6-7ee1-4d68-ac0a-dbec26ef69e0>

The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything isn’t clear, please see the paragraph below dealing with ‘When and how to ask questions’.

Please read Attachment 8 Bidder guidance for help using our eSourcing suite and instructions on how to submit a compliant bid.

1. **What you need to know**

1.1 What ’we’ and ‘you’ means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service (the Authority).

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition also referred to as bidder.

We are a central purchasing body that procures common goods and services for buyers including central government departments and the wider public sector.

1.2 Who are ‘buyers’?

For this opportunity, the ‘buyers’ are the Crown Commercial Service.

1.3 What do we mean by ‘deliverables’?

Deliverables are the goods and/or services that will be provided under this Contract agreement as set out in the published contract notice.

1.4 Who are ‘key subcontractors’?

Key subcontractors are any other person other than you who under this Contract will:

* be relied on to deliver any of the deliverables under this Contract in their entirety (or any part of them)
* provide the facilities or services necessary for the provision of the deliverables (or any part of them)
* be responsible for the management, direction or control of the provision of the deliverables (or any part of them).

Please note we do not require all subcontractors to be named in your bid, we only want to know about key subcontractors who directly contribute to your ability to provide the deliverables under the Contract. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you provide the deliverables under the Contract.

1.5 What is the difference between a Bidder and Supplier?

A successful bidder will become the sole Supplier for this Contract.

1.6 The Public Contracts Regulations 2015

The Public Contracts Regulations 2015 (“the Regulations) regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

**2. Background to the contracting Authority**

## 2.1 CCS is the commercial function for Government, appointed to act on behalf of the Crown, to drive further savings for the taxpayer and improve the quality of commercial and procurement activity across the public sector.

## 2.2 CCS brings together, the commercial function of the Cabinet Office, common goods and services procurement and commercial management previously undertaken by departments.

## 2.3 CCS is an executive agency of the Cabinet Office and operates as a trading fund set up under the Government Trading Funds Act 1973.

## 2.4 CCS vision is to deliver value for the nation through outstanding commercial capability and quality customer service.

## 2.5 Key objectives are to:

## 2.5.1 Centrally manage the procurement of common goods and services through an integrated procurement function at the heart of government;

## 2.5.2 Acting on behalf of the Crown and harnessing government’s unique buying power to deliver maximum taxpayer value and help cut the deficit;

## 2.5.3 Improve the management of common but complex procurements by providing flexible specialist resource, via a complex transactions team, to work with departments and reduce the reliance on external resources;

## 2.5.4 Allow customers to focus on the commercial activity that is truly unique to them;

## 2.5.5 Strengthen the procurement profession and improve commercial capability across government;

## 2.5.6 Improve supplier and contract management across government;

## 2.5.7 Work closely with the wider public sector to ensure that the benefits of aggregation and centralisation are shared across the public sector to maximise savings for the taxpayer.

## 2.6 CCS services are delivered by more than 5,000 suppliers, of whom more than 50% are SMEs. CCS uses its supplier commission model positively and transparently to fund operational costs.

## 2.7 CCS’s commercial procurement solutions are fully EU compliant to save public authorities time and money allowing them to focus on the projects of strategic importance to their organisation. They cover utilities, travel, fleet, office solutions, communications services, print, professional services, ICT, eCommerce, construction, research and facilities management & property.

## 2.8 CCS works with over 17,000 customers in central government, health, local government, devolved administrations, education and the not for profit sectors. CCS strategic alliances with other buying organisations demonstrates commitment to working in partnership to combine purchasing volumes and deliver cost savings that benefit the whole of the public sector.

## 2.9 As a public sector organisation, working on behalf of other public sector bodies, CCS plays a vital role helping to protect frontline services by delivering savings through aggregated commercial procurement arrangements.

**3. Background to requirement/overview of requirement**

## 3.1 The Utilities and Fuels Category within the Buildings Pillar of CCS is responsible for procuring Electricity and Gas for more than 1,200 customers across the Public Sector with a total spend of more than £1.5 billion per annum.

## 3.2 Energy products are provided via framework suppliers for gas and power (currently Corona, British Gas and EDF).

## 3.3 CCS offers energy products for customers based on five core strategies for gas and / or power. Customer volumes are aggregated into “baskets” based on the strategies selected by customers. CCS will fix prices with reference to wholesale markets with the relevant framework supplier on behalf of customers.

## 3.4 These hedges are recorded in our current Energy Trading System (ETS) to allow position management, mark to market reporting and risk reporting. Currently the system is hosted by CCS.

## 3.5 CCS is looking to replace its current ETS with a cloud based system. For specific timescales please refer to the section ‘Timelines for the competition’.

## 3.6 The new ETS will support CCS’s ability to provide its customers with risk managed products for power and gas. It will also:

## Enhance business resilience

## Improve system uptime

## Future proof the system

## Improve risk management capabilities.

**4. The Opportunity**

4.1 Crown Commercial Service (CCS) is seeking to replace its current ETS (also commonly referred to as Energy Trading and Risk Management (ETRM) system) by sourcing a replacement, cloud based system.

4.2 The full specification is in Attachment 3 Specification.

**5. What a Contract is**

5.1 A Contract sets out terms that allow buyers to receive specific services during the life of the Contract.

5.2 If you are a successful bidder, we will use the information you have provided in your bid, including your pricing to personalise your Contract. The successful bidder will have a Contract, which will be signed by them and us. The Contract will be managed by them and us.

**6.** **How the Contract is structured**

6.1 The Contract will be established for 24 months from the anticipated start date with the option for us to extend up to another 24 months (2+1+1 years).

6.2 This is a single Supplier Contract.

**7. Who can bid**

7.1 We are running this competition using the ‘open procedure’. This means that anyone can submit a bid in response to the published contract notice.

7.2 The contract notice can be found on Tenders Electronic Daily (TED) and on Contracts Finder and on the Crown Commercial Service Procurement Pipeline <https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>

7.3 You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:

* work with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium.
* bid with named key subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.

7.4 We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

**8. Timelines for the competition**

These are our intended timelines. We will try to achieve these however, for a range of reasons, dates can change. We will tell you if and when timelines change:

|  |  |
| --- | --- |
| Contract Notice issued to TED | 07/05/2019 |
| Clarification questions deadline | 15:00 20/05/2019 |
| Deadline for our responses to clarification questions | 24/05/2019 |
| Bid submission deadline | 15:00 03/06/2019 |
| Demonstrations \* | |
| Demonstrations on 17/06/2019 | Available time slots:   1. 10:30-12:30   b) 14:30-16:30 |
| Demonstrations on 18/06/2019 | Available time slots:  c) 10:30-12:30  d) 14:30-16:30 |
| Demonstrations on 20/06/2019 | Available time slots:  e) 10:30-12:30  f) 14:30-16:30 |
| Contingency\*\* Demonstrations on 24/06/2019  (Further contingencies may be added at the sole discretion of CCS) | Available time slots:  g) 10:30-12:30  h) 14:30-16:30 |
| Issue of intention to award notice to successful bidder. Issue of intention to award notice to unsuccessful bidders. | 05/07/2019 |
| End of mandatory standstill period | midnight at the end of 15/07/2019 |
| Award of Contract | 16/07/2019 |
| Anticipated Contract start date | 21/10/2019 |

\*The Award Questionnaire requires you to nominate your two favoured demonstration dates/times. After the tenders have been received you will be informed via the e-Sourcing suite messaging facility of the demonstration slot that has been allocated to you as soon as possible.

\*\*The Contingency Demonstrations will only be used in the following circumstances:

* If there is a significant failure of the webinar technology in delivering the video or audio of the demonstration we will make available one of the contingency times to that bidder.
* If none of the options for the two demonstration meetings that the bidder has applied for are available then we may consider offering one of the contingency meeting times instead.
* If more than 6 bidders are successful at the selection stage we will utilise the contingency meeting times.

If using a contingency demonstration is required we will confirm this in writing as soon as possible via the e-Sourcing suite messaging facility.

**9. When and how to ask questions**

9.1 We hope everything is clear after you have read this bid pack (including the attachments).

9.2 If you have any questions you need to ask them as soon as possible after the contract notice is published. This is because we have set a deadline for submitting questions - the clarification questions deadline.

9.3 You need to send your questions to us through the eSourcing suite. This is the only way we can communicate with bidders. Try to ensure your questions are specific and clear. Do not include your identity in the question. This is because we publish all the questions and our responses, to all bidders.

9.4 If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.

9.5 Remember that you can ask us questions about the Contract but please do not attempt to ‘negotiate’ the terms.

**10. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)**

10.1 We encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly. However we don’t think TUPE will apply to this procurement because:

* services are provided to Crown Commercial Service by the outgoing Supplier but there is no organised grouping of employees
* the required services are currently being provided by a Supplier with hosting supplied in house, but there is no organised grouping of employees
* the services will be fundamentally different from the existing services because delivery will be via SAAS (Software-as-a-Service).

**11. Competition rules**

11.1 We run our competitions so that they are fair and transparent for all bidders. The following sections (twelve to twenty five), sets out the rules of this competition. It needs to be read together with the bid pack.

**12. What you can expect from us**

12.1 We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other central government bodies (and their related bodies). However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

**13. What we expect from you**

13.1 You must comply with these competition rules and the instructions in this bid pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.

13.2 Your bid must remain valid for 120 days after the bid submission deadline.

13.3 You must submit your bid in English and through the eSourcing suite only.

**14. Collusive behaviour**

14.1 You must not, and you must make sure that your directors, employees, subcontractors, key subcontractors, advisors, companies within your group or members of your consortia do not:

* fix or adjust any part of your bid by agreement or arrangement with any other person, except where, getting quotes necessary for your bid or to get any necessary security
* communicate with any person other than us the value, price or rates set out in your bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person except where such communication is undertaken with persons who are also participants in your bid submission, namely those where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security
* enter into any agreement or arrangement with any other bidder, so that a bidder does not submit a bid
* share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party)
* offer or agree to pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its bid submission.

14.2 If you do breach paragraph 14.1, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

14.3 We may require you to put in place any procedures or undertake any such action(s) that we in our sole discretion consider necessary to prevent or stop any collusive behaviour.

**15. Contracting arrangements**

15.1 Only you or, as applicable, your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the Contract.

**16. Contracting arrangements for consortium**

16.1 We will require a consortium to form a specific legal entity when signing their Contract. We may also require a member to sign a guarantee for the legal entity.

16.2 Otherwise, each member will sign the Contract.

**17. Bidder conduct and conflicts of interest**

17.1 You must not attempt to influence the Contract award process. For example, you must not directly or indirectly at any time:

* collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member or provider of finance
* canvass any Minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition
* try to obtain information from any of our staff or advisors about another bidder or bid

17.2 You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

**18. Confidentiality and freedom of information**

18.1 You must keep the contents of this bid pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. This obligation does not apply to anything you have to do to:

* submit a bid
* comply with a legal obligation.

**19. Publicity**

19.1 You must not make statements to the media regarding any bid or its contents. You are not allowed to publicise the outcome of the competition unless we have given you written consent.

**20. Our rights**

20.1 We reserve the right to:

* waive or change the requirements of this bid pack from time to time without notice
* verify information, seek clarification or require evidence or further information in respect of your bid
* withdraw this bid pack at any time, or re-invite bids on the same or alternative basis
* choose not to award any Contract as a result of the competition
* make any changes to the timetable, structure or content of the competition
* carry out the evaluation stages (selection and award stages) of this procurement concurrently
* exclude you if:
  + you submit a non-compliant bid
  + your bid contains false or misleading information
  + you fail to tell us of any change in the contracting arrangements between bid submission and contract award
  + the change in the contracting arrangements would result in a breach of procurement law
  + for any other reason set out elsewhere in this bid pack
  + for any reason set out in the Regulations.

**21. Consequences of misrepresentation**

21.1 If a serious misrepresentation by you induces us to enter into a Contract with you, you may be:

* excluded from bidding for Contracts for three years under regulation 57(8)(h)(i) of the Regulations
* sued by us for damages, and we may rescind the Contract under the Misrepresentation Act 1967.

21.2 If fraud, or fraudulent intent, can be proved, you 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).

21.3 If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

**22. Bid costs**

22.1 We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

**23. Warnings and disclaimers**

23.1 We will not be liable:

* where parts of the bid pack are not accurate, adequate or complete
* for any written or verbal communications.

23.2 You must carry out your own due diligence and rely on your own enquiries.

23.3 This bid pack is not a commitment by us to enter into a Contract.

**24. Intellectual Property Rights**

24.1 The bid pack remains our property. You must use the bid pack only for this competition.

24.2 You allow us to copy, amend and reproduce your bid so we can:

* run the competition
* comply with law and guidance
* carry out our business.

24.3 Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

**25. How the Contract is structured**

25.1 We will be using the short form terms and conditions for this procurement. Please see Attachment 12 The Contract.