PF9

**Invitation for Expression of Interest (EOI)**

Reference Number: TRN393-03-2022

Deadline for EOI Responses: 13th May 2022 13.00

**North Sea Transition Authority**

North Sea Transition Authority is a business name of the Oil and Gas Authority.  Oil and Gas Authority is a limited company registered in England and Wales with registered number 09666504 and VAT registered number 249433979.

Date: 12 April 2022

The North Sea Transition Authority (“NSTA”) wishes to commission a project to develop an economics hub model software solution.

Enclosed are the following sections:

* Section 1 (page 3) Instructions on EOI procedures
* Section 2 (page 7) Specification of requirements
* Section 3 (page 16) Further information on EOI procedure
* Section 4 (page 19) Declarations and information to be provided;

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Questions for tenderers

Please register your interest in this project by emailing david.wilson@nstauthority.co.uk This will ensure you receive immediate notification of updates to the process or answers to questions raised by potential bidders.

Please read the instructions carefully since failure to comply with them may invalidate your expression. Your EOI must be returned before the deadline time and date 13th May 2022 clearly marked as “EOI” including the reference Number e.g. TRN 393/03/2022.

To receive an invite to the information meeting please email david.wilson@nstauthority.co.uk by 20th April 2022

I look forward to receiving your response.

Yours sincerely,

David Wilson

Head of Procurement & Corporate Services

Email: david.wilson@nstauthority.co.uk

**Section 1**

**Instructions and Information on EOI Procedures**

EOI to Develop an economics hub model software solution

Reference Number: TRN393-03-2022

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# Indicative Timetable

The anticipated timetable for this EOI exercise is as follows. The NSTA reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications. This first phase is for expression of interest and suppliers if successful will then be selected for phase 2 which will go into more detail on the project deliverables.

|  |  |
| --- | --- |
| **EOI Timeline** | **Date – INDICATIVE ONLY** |
| Advert and initial EOI issued | 12th April 2022 |
| Contact david.wilson@nstauthority.co.uk for information meeting  | Request invite by 20th April 2022 |
| Overview presentation with opportunity for Q&A | WC 25th April |
| Deadline for questions relating to the EOI | 2nd May |
| Responses to questions published  | 6th May |
| Deadline for receipt of Expression of Interest | 13th May |
| All suppliers alerted of outcome | 20th May |
| Phase 2 of procurement process | June onwards |

# Procedure for Submitting EOI

The maximum page limit for EOI is 5 pages for Phase 1 (excluding declarations and CVs).

Please email your proposal clearly marked as “EOI” and include the TRN reference number e.g. TRN 393/03/2022 in the subject header **before** the deadline of 13th May 2022 13:00 to David Wilson at the following address:

david.wilson@nstauthority.co.uk

For questions regarding the procurement process please contact david.wilson@nstauthority.co.uk

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

The NSTA 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 EOI template. The NSTA 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 EOI. If you require further information concerning the EOI process email david.wilson@nstauthority.co.uk All questions should be submitted by 2nd May 2022; questions submitted after this date may not be answered. Should questions arise during the EOI period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 6th May 2022 on Contracts Finder. 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 Authority any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Conflict of Interest

The NSTA (OGA) standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Head of Procurement.

For research and analysis, conflict of interest is defined as 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 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 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 the NSTA to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** 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 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 NSTA exercising its right to terminate any contract awarded.

# Evaluation of Responses

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

# Terms and Conditions applying to this Expression of Interest

The Terms and Conditions published with this Expression of Interest on Contracts Finder will apply to this contract when the full tender is advertised. These can be downloaded from Contracts Finder.

# Further Instructions to Contractors

The Authority reserves the right to amend the EOI documents at any time prior to the deadline for receipt. Any such amendment will be numbered, dated and issued by 7th May 2022. Where amendments are significant, the Authority may at its discretion extend the deadline for receipt of EOIs.

The NSTA 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 EOI may be rejected.

# Checklist of Documents to be Returned

* Proposal (maximum **5** pages)
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of EOI
* Declaration 3: Conflict of Interest

**Section 2**

**Specification of Requirements**

EOI to Develop an economics hub model software solution

Reference Number: TRN393-03-2022

Deadline for EOI Responses: 13 May 2022 13:00

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# Background & Summary of Requirements

 **1.1 Background**

The North Sea Transition Authority (NSTA) is a new business name for the Oil & Gas Authority (OGA) and reflects an evolving role in the energy transition. In 2021, the OGA published a revised Strategy[[1]](#footnote-2) to put net zero at the heart of our work alongside the important role of stewarding production. The North Sea Transition Deal between government and industry set out an ambitious programme for this path and the crucial role that the UK’s oil and gas industry should play.

Further background information is set out in the NSTA Overview 2022 and Corporate Plan (2019-2024) which are available via the website[[2]](#footnote-3).

 **1.2 Summary of Requirements**

The NSTA requires to contract with a third party (CONTRACTOR) to develop and build an economics model (WORK). The model will cover the various infrastructure hubs across the UKCS and include all oil and gas fields, pipelines and terminals. The model will enhance internal analytical capabilities and ensure robust, timely delivery of economic appraisals in line with the obligations in the Strategy and the NSTA’s strategic priorities.

On completion of WORK, the economic model will be handed over to NSTA for subsequent internal use and periodic updates. In addition, CONTRACTOR is likely to be required to provide maintenance and support services for an agreed period, subject to the nature of the selected model and level of third-party assistance required.

This EOI document sets out the broad requirements for the project, the necessary inputs and outputs and indicates the general approach considered appropriate. It does not include a detailed programme of work, as this will determine the selection criterion for the successful tender at the second phase of the procurement exercise.

# Aims and Objectives

The objective is to provide the NSTA with an economics model for each of the defined infrastructure hubs and catchment areas across the UK Continental Shelf (UKCS). The model will be used for economic appraisal and will be capable of being integrated to generate results at the aggregate UKCS level. The model and logic calculations should therefore be capable of generating analysis on both a cost share and commercial tariff basis. The resulting estimates, economic metrics and projections (baseline and incremental activity) will be robust at hub and UKCS level.

Training on the model for a small number of NSTA economists, a comprehensive user manual and maintenance and support services will be required. The model will have a transparent and comprehensive front end that does not require programming expertise to run. It should also be flexible and scalable in order that different infrastructure configurations and analyses can be undertaken over time.

# Methodology

 **3.1 Identification of Infrastructure**

NSTA shall provide to CONTRACTOR details of the individual infrastructure hubs from which the economics model shall be based and developed. This includes schematic drawings for each hub, depicting onshore terminals, pipeline systems, offshore hubs and offshore producing fields. CONTRACTOR shall review all schematic drawings provided by NSTA and confirm suitable and sufficient before undertaking any WORK. The NSTA will agree with the appointed CONTRACTOR the sequence in which the hubs should be modelled.

 **3.2 Input Data and Data Verification**

NSTA shall provide to CONTRACTOR a confidential, comprehensive dataset from the annual UKCS Stewardship Survey[[3]](#footnote-4) to be used for developing and populating the model. The Survey provides a single source of aligned, robust data on all infrastructure.

The input assumptions will be updated annually to reflect the latest Survey data and the model should therefore be developed to facilitate the transfer of a large amount of data with ease. Periodic ad-hoc changes to input data and infrastructure configurations will also be required and the model structure should enable these changes to be made in a relatively straightforward, timely manner.

Key input data from the Survey for the purposes of economic modelling shall include, but not be limited to the following:

* Annual average hydrocarbon production and sales profiles, by field:
* Base production profile, (assuming no further investment)
* Incremental production profiles, (e.g. life extension, infill wells, tiebacks and standalone developments of discovered resources)
* Costs by field:
	+ Operating expenditure profiles
	+ Capital expenditure profiles for base case, infill opportunities and new developments
	+ Decommissioning expenditure profiles
	+ Greenhouse gas (GHG) emissions profile where applicable
* Infrastructure costs:
	+ Operating expenditure profiles
	+ Capital expenditure profiles for integrity and renewal activities where relevant
	+ Decommissioning expenditure profiles
	+ Greenhouse gas (GHG) emissions profile

In addition, the NSTA shall provide to CONTRACTOR standard price deck data, including; oil prices, gas prices, carbon values, foreign exchange rates, discount rates, deflator data and conversion factors.

CONTRACTOR shall advise upon the full range of assumptions required to develop comprehensive models and identify any additional requirements prior to start of WORK.

The model should be developed with the functionality to run different scenarios and sensitivity analysis on the key assumptions e.g. production, product prices, costs and discount rates.

**3.3 Economic Modelling**

CONTRACTOR shall develop an economics model which includes defined infrastructure hubs based on information provided by NSTA. To reflect production from particular fields being delivered into multiple hubs (e.g. gas into one system and oil into another), the CONTRACTOR should propose a methodology for cost/value allocation from the system not being modelled (e.g. transfer a volume pro-rata share of opex or based on tariff assumptions).

The model will be used for economic appraisal and include the estimation of carbon costs within assessments of economic value. The model should also simulate investor decision making on both a cost share and commercial tariff basis and have these endogenous to the model. The model will be capable of generating results at the aggregate UKCS level.

CONTRACTOR shall recommend to NSTA use of proprietary software for modelling purposes or the development of a bespoke model. CONTRACTOR shall justify the proposed approach based on NSTA's intended use of the model and output data as well as handover, future maintenance and ease of use by NSTA.

On development of the model structure and validation of input data as defined in Section 3.2, CONTRACTOR shall run the model. CONTRACTOR and NSTA shall agree relevant boundaries and constraints to be applied when developing and running the economic model. This will be an iterative process.

Any flow assurance requirements associated with the economic modelling, including pipeline ullage, back-out and fluid composition constraints are out of scope. However, CONTRACTOR shall be expected to identify any key risks, limitations or issues that may have an impact on the economic modelling.

# Outputs Required

On completion of WORK, CONTRACTOR shall provide NSTA with a written summary of the WORK undertaken. CONTRACTOR shall agree with NSTA the scope of output data to be provided, which shall include the following:

* Comprehensive hub level models with the functionality for results to be aggregated to regional and/or UKCS level. Model assumptions log, user guide and Quality Assurance documentation.
* Field, region, hub level cash flows and economic metrics, including production, NPV (Net Present Value), IRR (Internal Rate of Return), capital efficiency, capex, opex, GHG emissions and associated costs.
* Tornado charts showing key NPV and production drivers and sensitivities;

CONTRACTOR shall additionally present to NSTA the output of the modelling. NSTA may ask for additional scenarios or sensitivities to be run such that any written summaries or reports may be issued as final and the economic model updated and ready for handover to NSTA.

# Ownership, Training, Future maintenance / Support and Handover

CONTRACTOR shall provide assumptions log, guidance and operating instructions such that NSTA personnel can subsequently maintain, modify and run the model with either new input data or new facility configurations. CONTRACTOR shall also develop and deliver a suitable schedule of training to nominated NSTA personnel as part of the handover process.

On completion of WORK, CONTRACTOR shall continue to provide a future maintenance and support service to NSTA. The service shall be provided for an agreed period on completion of WORK.

# Quality Assurance

Suppliers must provide details of how they will approach the quality assurance of the models, outlining the supporting documentation and evidence that will be delivered to demonstrate the activities undertaken. The standard of quality assurance must meet the BEIS QA Guidance internal standards and suppliers should refer to the guidance prior to submitting bids[[4]](#footnote-5).

# Timetable

The Figure table provides a high-level indicative timetable for the overall project which will be refined prior to commencing Phase 2 of the procurement exercise.

|  |  |
| --- | --- |
| **Key milestones** | **Indicative date**  |
| Project kick-off – Phase 1 | April 2022 |
| Phase 2 Tender process | June 2022 |
| Develop economic model | July 2022 onwards |

# Working Arrangements

The successful contractor will be expected to identify one named point of contract through whom all enquiries can be filtered. An NSTA project manager will be assigned to the project and will be the central point of contact.

# Skills and Experience

The NSTA would like you to demonstrate that you have the experience and capabilities to undertake the project. Your expression of interest response should include a summary of each proposed team members experience and capabilities.

Contractors should propose named members of the project team and include the tasks and responsibilities of each team member, indicating the grade/ seniority of staff. Contractors should identify the individual(s) who will be responsible for managing the project.

#  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 consortia.

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 the Annex. However, please note the NSTA reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

The NSTA 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 NSTA so that it can make a further assessment by applying the selection criteria to the new information provided.

#  Budget

The budget for this project is £75,000 to £150,000 including VAT.

For Phase 1 we are not looking for a detailed breakdown of costs or project plan.

#  Evaluation of EOIs

Contractors are invited to submit an EOI of no more than **5** pages, excluding declarations and CVs. EOIs will be evaluated by at least two NSTA staff and approved by the Head of Procurement and a Director.

The NSTA will shortlist bidders that scores highest against the criteria and weighting listed below and will be invited to submit a full Tender in Phase 2:

* **Conflict of interest:** pass/fail. See page 5 of the EOI for further information

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

EOIs will be evaluated by at least two NSTA staff in accordance with the following criteria. In the case of a consortium EOI, 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.

**Suppliers are strongly advised to structure their EOI submissions in the following way:**

**Section 1 – Company Experience (40%)**

Suppliers must provide the following information:

* Demonstrable examples of supplying bespoke software solutions in last three years.
* Economics and/or financial modelling experience.
* Willingness to participate in Phase 2 of the tender process whereby suppliers will be asked to send through a small prototype of model proposal demonstrating understanding of calculations required.

**Section 2 – Knowledge (30%)**

Suppliers must provide the following information:

* Understanding of the project.
* Oil and gas sector and/or wider energy sector knowledge.
* Economics appraisal expertise

**Section 3 – Skills (30%)**

Suppliers must provide the following information:

* CVs of typical key project team members
* Typical Team Structure (Short Bio of Team - Organogram)
* Team capacity

The evaluation criteria scoring matrix is provided below.

|  |  |  |
| --- | --- | --- |
| **Criterion** | **Description** | **Weighting** |
| 1 | Company Experience | 40% |
| 2 | Knowledge | 30% |
| 3 | Skills | 30% |
|  | 100% |

**Scoring Method**

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements. 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.

|  |  |
| --- | --- |
| **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 |

**Bid Clarification**

The NSTA may invite all suppliers for bid clarification if they feel there is a requirement.

**Feedback**

Feedback will be given by email to unsuccessful bidders.

**Section 3**

**Further Information on EOI Procedure**

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# Definitions

Please note that references to the "Authority" throughout these documents mean The Chief Executive of the NSTA acting through his/her representatives in the NSTA.

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Authority. You should be aware of the Authority’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Authority. 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 Authority in response to such a request, unless the Authority 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, of 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 Authority’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 Authority (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Authority 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 Authority or contracts with its suppliers fall to be disclosed the Authority will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

# Data security

The successful tenderer must comply with the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of the NSTA, and in particular personal information, must be held and transferred securely**. Contractors must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to the NSTA**. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of the OGA is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* procedures for storing both physical and system data;
* data back-up procedures;
* procedures for the destruction of physical and system data;
* how data is protected;
* data encryption software used;
* use of laptops and electronic removable media;
* details of person/s responsible for data security;
* policies for unauthorised staff access or misuse of confidential/personal data;
* policies for staff awareness and training of DPA;
* physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# 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 NSTA. 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 Authority will disqualify your tender from being considered and may constitute a criminal offence.

**Section 4**

**Declarations to be submitted.**

EOI to Develop an economics hub model software solution

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# Declaration 1: Statement of non-collusion

To: The North Sea Transition Authority

1. We recognise that the essence of competitive tendering is that the Authority 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:

1. communicate to any person other than the Authority 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;
2. 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;
3. 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

#  (For Information Only – to be completed with any final tender)

To: The North Sea Transition Authority

1. Having considered the invitation 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 and the Specification.

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 Authority 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 Authority we may be required to secure a Deed of Guarantee in favour of the Authority from our holding company or ultimate holding company, as determined by the Authority in their discretion.

6. We understand that the Authority 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)

………………………………………………………………………….

Email address

………………………………………………………………………….

Telephone Number

………………………………………………………………………….

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 consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

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

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

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

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

If your situation changes during the project in terms of interests or conflicts, you must notify the NSTA 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 Authority 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.

|  |  |
| --- | --- |
| **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?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) 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;
 |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption;
 |  |
| 1. the offence of bribery, where the offence relates to active corruption;
 |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
 |  |
| 1. 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:
 |  |
| 1. the offence of cheating the Revenue;
 |  |
| 1. the offence of conspiracy to defraud;
 |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671);
 |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
 |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
 |  |
| 1. 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
 |  |
| 1. 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
 |  |
| 1. 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.
 |  |

1. [The OGA Strategy (nstauthority.co.uk)](https://www.nstauthority.co.uk/media/7105/the-oga-strategy.pdf) [↑](#footnote-ref-2)
2. [North Sea Transition Authority (NSTA) (nstauthority.co.uk)](https://www.nstauthority.co.uk/) [↑](#footnote-ref-3)
3. [North Sea Transition Authority (NSTA): Surveys - Asset stewardship - Exploration & <br/>production (nstauthority.co.uk)](https://www.nstauthority.co.uk/exploration-production/asset-stewardship/surveys/) [↑](#footnote-ref-4)
4. https://www.gov.uk/government/publications/quality-assurance-guidance-for-models [↑](#footnote-ref-5)