

**Invitation to Tender for Smart Meter Load Control Device Trial**

Tender Reference Number: 1642/10/2018

Deadline for Tender Responses: 10 December 2018

**Department for Business, Energy & Industrial Strategy**

Date: 12 November 2018

The Department for Business, Energy & Industrial Strategy (“BEIS”) wishes to commission a project to demonstrate Smart Meter Load Control functionality, and design, build and trial a relevant device.

Enclosed are the following sections:

* Section 1 (page 5) Instructions and Information on Tendering Procedures
* Section 2 (page 12) Specification of Requirements
* Section 3 (page 28) Further Information on Tender Procedure
* Section 4 (page 31) Declarations to be submitted by the Tenderer

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Standard Selection Questionnaire

The General Data Protection Regulation Assurance Questionnaire for Contractors

Code of Practice for Research

* Annex A: Pricing Schedule
* Annex B: Code of Practice for Research
* Annex C: Exclusion Grounds

Please register your interest in submitting a tender for this project by emailing smartmeterspmo@beis.gov.uk. This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned by 10 December 2018 clearly marked as “TENDER”.

I look forward to receiving your response.

Yours sincerely,

Mili Malic

Senior Regulation Officer

E:mail: smartmeterspmo@beis.gov.uk

**Privacy Notice**

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

**YOUR DATA**

We will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid;

Names and contact details of employees proposed to be involved in delivery of the contract;

Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

*Purpose*

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

*Legal basis of processing*

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

*Recipients*

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

*Retention*

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

**YOUR RIGHTS**

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

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

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

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

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

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

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

**INTERNATIONAL TRANSFERS**

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

**COMPLAINTS**

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

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

0303 123 1113

casework@ico.org.uk

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

**CONTACT DETAILS**

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

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

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for Smart Meter Load Control Device Trial

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# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. BEIS 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.

|  |  |
| --- | --- |
| **Tender Timeline – Phase 1** | **Date** |
| Advert and full invitation to tender issued | 12/11/2018 |
| Deadline for questions relating to the tender | 19/11/2018 |
| Responses to questions published  | 26/11/2018 |
| Deadline for receipt of tender | 10/12/2018 1400 GMT |
| Invite suppliers for bid clarification (if needed) | 17/12/2018 |
| All suppliers alerted of outcome | 04/01/2019 |
| Contract start date | 11/01/2019 |
|  |  |
| Phase 1 start/finish | 11/01/2019 – 15/03/2019 |

The contract for the delivery of phase 1 is to be for a period of 9 weeks unless terminated or extended by the Department in accordance with the terms of the contract.

Based on the work completed in Phase 1 of the contract, we will award up to 2 contracts for Phase 2.

|  |  |
| --- | --- |
| **Tender Timeline - Phase 2** | **Date** |
| Deadline for receipt of feasibility studies from phase 1 | 15/03/2019 1400 GMT |
| Invite suppliers for clarification (if needed) | 22/03/2019 |
| All suppliers alerted of outcome | 28/03/2019 |
| Contract start date | 01/04/2018 |
|  |  |
| Phase 2 start / finish | 01/04/2019 – 31/03/2021 |

The contract for the delivery of phase 2 is to be for a period of 24 months unless terminated or extended by the Department in accordance with the terms of the contract.

# Procedure for Submitting Tenders

The maximum page limit for tenders is 15 pages in addition to any necessary appendices describing technical details and declarations.

Email your proposal before the deadline of 10 December 2018 1400hrs to smartmeterspmo@beis.gov.uk

For questions regarding the procurement process please contact smartmeterspmo@beis.gov.uk

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

BEIS shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. BEIS shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email smartmeterspmo@beis.gov.uk. All questions should be submitted by **19 November 2018**; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of **26 November 2018** and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

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

# Conflict of Interest

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

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

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

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

1. **During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on contract finder (in a form which does not reveal the questioner’s identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **Contractors are asked to sign and return Declaration 3 (page 31) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
3. **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

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

# Evaluation of Responses

The tender 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 Invitation to Tender

The Department’s Standard Terms and Conditions of Contract (hereinafter T&Cs) are amended for the purpose of this contract. The amended T&Cs are attached to this Invitation to Tender and will apply to this Contract.

For clarity, the following changes have been made to the Department’s Standard T&Cs:

1. The definition of “Arising Intellectual Property” shall be added to Clause 1 of T&Cs, meaning “the Intellectual Property Rights which are created as a result of the Contractor’s performance of the Services”;
2. The definition of “Background Intellectual Property” shall be added to Clause 1 of T&Cs, meaning “Intellectual Property Rights owned, controlled or used by either of the Parties at the date of this Contract or which shall at any time thereafter become so owned, controlled or used otherwise than as a result of the performance of the Services under this Contract”;
3. Clause 27 (“Intellectual Property Rights”) of the T&Cs shall be renamed Clause 27A and amended in its entirety to read the following:

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

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

(3) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, together with the right to grant sub-licences, to use or publish any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services, for such purposes as the Authority in its absolute discretion deem fit.

(4) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, to use any Background Intellectual Property used in the performance of the Services, that is essential to the functioning and use of the Arising Intellectual Property.

(5) The Contractor shall procure for the Authority any worldwide, irrevocable, royalty-free licence, at no cost to the Authority, from any third party, to use any Intellectual Property Rights that are essential to the functioning and use of the Arising Intellectual Property.

(6) Under clauses 27A(3), 27A(4) and 27A(5) the Authority shall only grant sub-licences to third parties if, after three years from the date of this Contract, the Arising Intellectual Property has not been commercially exploited by the Contractor, or the Contractor has established a monopoly position. “

(7) Where the Authority grants a sub-licence in accordance with Clause 27A(6) the Contractor shall:

1. provide any Background Intellectual Property required to give effect to such sub-licence on such reasonable commercial terms as are agreed with the Authority;
2. provide any third party rights required to give effect to such sub-licence on commercial terms no less favourable than those available to the Contractor.
3. New Clause 27B (“Exploitation of Intellectual Property”) shall be added to the T&Cs as follows:

“27B. Exploitation of Intellectual Property

(1) The Contractor shall inform the Authority of any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services and which are capable of exploitation whether patentable or not.

(2) The Contractor shall, as appropriate, devise, publish, implement and maintain procedures for the management of Arising Intellectual Property and in particular, but without limitation, shall use its best endeavours to ensure that:

a) the Data which constitutes Arising Intellectual Property is identified, recorded and carefully distinguished from the outputs of other research;

b) prior to any publication of materials created in the course of performing the Services, patentable inventions comprised within the Arising Intellectual Property are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and

c) all such patent applications are diligently executed having regard to all relevant circumstances.

(3) The Contractor shall permit the Authority to monitor the operation and effectiveness of the Contractor’s procedures for the management of Intellectual Property Rights in such a way as the Authority considers reasonably necessary.

(4) Consistent with the good management of Intellectual Property Rights and the continued agreement of the Authority, the Contractor shall use its best endeavours to:

a) promote the dissemination of the Arising Intellectual Property; and

b) once the Contractor has performed the Services to the satisfaction of the Authority, commercially exploit any Arising Intellectual Property to generate either capital or revenue or both.

(5) If, within three years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall if requested by the Authority assign the Arising Intellectual Property to the Authority.

(6) The Contractor shall not transfer ownership of the Arising Intellectual Property without the consent of the Authority.

(7) If, within three years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor or the Contractor has established a monopoly position, the Authority may require the Contractor to licence the Arising Intellectual Property to third parties nominated by the Authority. Should the Authority choose to exercise its discretion under this clause, it will notify the Contractor in accordance with clause 3.”

1. New provision (13) shall be added to Clause 30 “Data Protection” as follows: “(13) The Authority may, at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
2. The existing provisions (13) to (18) of Clause 30 “Data Protection” shall be renumbered (14) to (19).
3. Addition of Annex 1: Processing, Personal Data and Data Subjects to the T&C.

# Further Instructions to Contractors

The Department reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by **26 November 2018**. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

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

# Checklist of Documents to be Returned

* Proposal (maximum 15 pages)
* Annex A: Pricing Schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest
* Declaration 4: Standard Selection Questionnaire
* Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors
* Declaration 6: Code of Practice

**Section 2**

**Specification of Requirements**

Invitation to Tender for Smart Meter Load Control Device Trial

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# Introduction and summary of requirements

Through this Invitation to Tender, we are seeking to procure services to design, build, test and trial a HAN Connected Auxiliary Load Control Switch (HCALCS). Contractors will also need to set out their approach to achieving commercial product assurance. HCALCS are specified in the Smart Energy Code ([Schedule 9 - SME Technical Specifications](https://smartenergycodecompany.co.uk/the-smart-energy-code-2/)) and there is existing functionality built into Data Communications Company (DCC) systems to support these devices, but no such devices have been built at scale to date and used in commercial application. The purpose of this procurement exercise is to demonstrate load control using smart meter communications infrastructure to manage domestic electricity loads such as electric vehicles (EVs).

This is a two-phase Small Business Research Initiative (SBRI). The SBRI pre-commercial procurement (PCP) is a well-established process that enables the development of innovative products and services in response to specific challenges faced by Government departments and public sector bodies. Successful business partners receive finance to develop their innovative ideas, generating new business opportunities and routes to market. PCPs have been successfully run in the UK through Innovate UK and the SBRI.

In phase 1, BEIS expect to fund up to 5 feasibility studies to scope the device design and trial, giving detail on what functionality will be tested and in what context.

There will be a gateway stage at the end of phase 1, at which the 2 feasibility studies will be selected for full project delivery, in line with the set criteria. Full project delivery (phase 2) will involve detailed design, prototype development, build, test and CPA certify based on existing HCALCS specifications as described above. This stage should involve trialling the devices, at a scale of around 100 homes, as well as write up and dissemination of the results.

The two phases are advertised in this single Invitation to Tender.

BEIS is in the process of appointing a third party that will provide them support in the project management and oversight of the awarded contracts. It is also likely that this third party will carry out cross cutting activities such as evaluation, which the contractors will be expected to engage in. BEIS will be managing the contract and retain overall responsibility for contract management and delivery of the agreed outputs against the milestones.

# Background

Smart meters are expected to be offered to all domestic consumers in GB by 2020, representing an investment of £11Bn for consumers in Great Britain. Considerable resource has gone into providing capability for a load control system at national scale which has high levels of security and data protection for consumers and which allows interoperability to facilitate supplier switching, promoting competitive markets for consumers.

EVs currently make up over 2% of new cars sold, with this proportion rising exponentially each year. National Grid suggests that there could be 11 million EVs in GB by 2030. The Office for Low Emission Vehicles (OLEV) expects the vast majority of drivers will choose to charge at home where this is possible.

Currently no device using smart meter infrastructure has been built or demonstrated at scale. In the absence of an example, and partly due to higher barriers to entry associated with smart meter solutions, industry is building load control solutions outside the smart meter system. OLEV is planning legislation which will set out high level requirements for what an EV smart charger should comprise and this is likely to include requirements on interoperability and security. BEIS is providing this funding to demonstrate the capability of smart meter systems functionality, to allow potential for consumers to be offered the best possible range of options for load control.

# Aims and Objectives

The following objectives have been identified:

**a**. To increase confidence within industry (suppliers, network operators, device manufacturers) that smart meter infrastructure is capable of performing dynamic load control and if possible, frequency response.

**b**. reduce barriers to market entry for production of this kind of device meaning they become available in the market. Specifically, through building and demonstrating a device, which can be used as a blue print for manufacture of other devices, and reduce research and development times and costs of doing so.

**c**. contribute towards the development and deployment of load shifting devices using smart meter infrastructure – providing a broader range of options to consumers than currently exists.

**d**. inform the development of a specification for a more sophisticated load control device, which could be adopted into the Smart Energy Code (SEC), should it be determined this is needed.

# Methodology

The device can combine additional functionality with the ALCS/ HCALCS (to deliver two level control) functionality set out in the smart metering equipment technical specifications. The manufactured devices should seek to obtain the Commercial Product Assurance (CPA) from the National Cyber Security Centre (NCSC). Further information on the scheme can be found on the [NCSC website.](https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa)

In addition to this, the devices need to meet all other relevant applicable GB regulations.

# Outputs Required

Based on the bids to this Invitation to Tender, we will award up to 5 contracts for phase 1 of this Tender:

The output from phase 1 is a feasibility study report, that is expected to set out:

Proposed device design including drawings and technical specifications, to include details of extent to which design is based on IP which is existing or arising from the project

Development plan of the device including details of how the 100 devices for the trial will be manufactured and tested;

Proposed approach for CPA and an estimate of timeline with evidence where available;

Functionality that will be tested (clearly showing what is smart meter related and that which is not), minimum smart meter related functionality to include:

Ability to control load at two levels (noting that this does not have to be 0% and 100%)

Ability to measure energy consumed and exported

Time stamps for load control events (i.e. recording of when load control events occur);

trial design including:

details of how the 100 GB premises/ consumers will be identified and selected;

Consumer engagement approach with details of any scripts, how feedback will be obtained, consent mechanisms and data requirements;

Wider industry processes that will be used/ tested as part of the trial (e.g. registration data flows);

Success criteria for the trial and data that will be gathered to support this structured around the following headings: technical; consumer and commercial;

details of consortium including organogram showing key points of contact and detailing what functions each organisations and individuals will be responsible

experience of key contacts

fully resourced project plan including risks, assumptions, issues and dependencies.

Based on submitted feasibility studies, we will award up to 2 contracts for phase 2 of this Tender. The outputs from phase 2 are:

A prototype device design that delivers the proposed functionality in a test environment;

Sufficient numbers of devices to deliver a trial of 100 GB premises within the timescales of the proposed project plan;

Interim reports as indicated in the proposed project plan;

Final report including evaluation against success criteria, relevant statistics and other learning from the trial to be broken down into technical, commercial and consumer engagement, including detailing successes, what could have been done differently. To be shared with BEIS with potentially to be made publicly

Support for evaluation activities including ensuring sample of relevant consumers are available to engage.

Engagement by contractor in exercise to develop a specification scoping document.

# Ownership and Publication

Provisions covering the treatment of Intellectual Property are covered in the contract Terms and Conditions.

# Quality Assurance

Detail of QA procedures should be provided in the bid, noting processes for both technical outputs and report writing.

Any external QA accreditation should be referenced in responses to the evaluation questions.

# Timetable

The timetable for delivery of Phase 1 (Feasibility Study) is fixed. The completion date for Phase 2 is fixed. The timelines associated with particular activities within these constraints in Phase 2 are indicative and for guidance. Bidders are encouraged to propose alternatives/amendments to the timing of specific activities which according to the requirements of their proposed project.

|  |  |  |
| --- | --- | --- |
| Project phases   | Stages - Description and assumptions  | Duration (Weeks/ Months)   |
| Phase 1 - Feasibility x 5  | Feasibility Study  | 9 weeks |
| proposed device design including drawings and technical specifications to include details of extent to which design is based on IP which is existing or arising from the projectDevelopment plan of the device including details of how the 100 devices for the trial will be manufactured and testedProposed approach for CPA and estimate of timeline with evidence where availableFunctionality that will be tested (clearly showing what is smart meter related and that which is not)trial designdetails of consortium including organogram showing key points of contactfully resourced project plan including risks, assumptions, issues and dependencies  |
| Phase 2 (part 1): Full Device Design and Build – stages x 2  | Device Design  | 4 months |
| Prototype development (“works like looks like” device)Installation and Commission proceduresBusiness process flows for device operation   |
| Device Build | 3 months  |
| Manufacture to scale of ~100  |
| Device Test End to end (E2E) testing of device functionality and supporting business processesDocumented test evidence and report | 4 months |
|  |
| Device Commercial Product Assurance and other regulatory testing |
|    |
| Phase 2(part 2):Device Trial x 2   | Trial Design & Planning   | 1.5 months |
|  |
| Trial – install stage  | 1.5 months |
|  |
| Trial – main stage  | 6 months  |
| Includes monitoring, trouble shooting, data collection.  |
| Device removal (if required) and Analysis | 3 months |
|  |
| Trial Analysis stage  Analyse trial results, produce and present report |

# Challenges

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

a) risk that the project overruns the allocated time (due to e.g. inability to obtain timely CPA for the device); and

b) risk that the budget would be insufficient cover trial and device manufacture in the case where limited background intellectual property is available to support the project.

# Ethics

All applicants will need to identify and propose arrangements for initial scrutiny and on-going monitoring of ethical issues. The appropriate handling of ethical issues is part of the tender assessment exercise and proposals will be evaluated on this as part of the ‘addressing challenges and risks’ criterion.

We expect contractors to adhere to the following GSR Principals:

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

# Working Arrangements

The successful contractor(s) will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact. The lead Contractor in each consortium will be responsible for cascading any information to the partners in that respective consortium.

# **Data Protection**

The Contractor will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this Invitation to Tender. A guide to The General Data Protection Regulation published by the Information Commissioner’s Office can be found [here.](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/)

The only processing that the Contractor is authorised to do is listed in Annex 1 by BEIS, “the Authority” and may not be determined by the Contractor.

**Annex 1: Processing, Personal Data and Data Subjects**

1. The contact details of the Authority’s Data Protection Officer are:

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

Email: dataprotection@beis.gov.uk

1. The contact details of the Contractor’s Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are:
2. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
3. Any such further instructions shall be incorporated into this Annex 1.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | The processing is needed in order to ensure that the Contractor can effectively deliver the contract to demonstrate Smart Meter Load Control, and design, build and trial a relevant device. More specifically, personal data will be processed during the trial stage of the project (trial and analysis of trial results). This will include consumption data (which will need to be anonymised/aggregated before it is shared) and other personal data such as names and addresses. The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. |
| Duration of the processing | Processing will take place from 11 January 2019 for the duration of the Contract. The Contract will end on 31 March 2021, but may be extended if agreed so with the Authority.  |
| Nature and purposes of the processing | Processing takes place for the purposes of trialling the devices in customers’ homes and monitoring and analysing the trial results. The nature of the processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data etc.The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. |
| Type of Personal Data  | Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. Collection of electricity consumption data will form part of the trial. For avoidance of doubt any reports etc will not contain personal data. Any data in reports will be anonymised.For the purpose of trailing the devices in customers’ homes and analysing the trial results, the Contractor will process name, address and Meter Point Administration Number (MPAN). Contractor will advise and justify other personal data items as required. |
| Categories of Data Subject | Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management. For the purpose of trailing the devices in customers’ homes and analysing the trial results, Data Subjects will also include selected Energy Suppliers’ customers who are participating in the trial.  |
| Plan for return and destruction of the data once the processing is completeUNLESS requirement under European Union or European member state law to preserve that type of data | The Contractor will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department’s privacy notice found within the Invitation to Tender.  |

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

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

1. **Cyber Security**

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

# Skills and experience

BEIS would like the contractor to demonstrate it has the experience and capabilities to undertake the project. The tender response should include a summary of each proposed team member’s experience and capabilities.

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

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

# 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 Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

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

# Budget

The budget (excluding VAT) for this project is expected to be:

* up to £250,000 for the delivery of up to 5 feasibility studies, (proposed costs for this stage must be up-to £50k for each feasibility study each) and
* up to £3,000,000 for the delivery of up to 2 projects to design, build and trial the device. As such, bids must be up to £1.5 Million for this phase.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

Cost and affordability will be a criterion against which bids which will be assessed.

Payments will be linked to delivery of key milestones. For Phase 1, payments will be made upon the delivery of feasibility studies. The indicative milestones and phasing of payments for Phase 2 will be linked to the outputs of the successful feasibility studies. This can be adjusted and agreed with the contractor based on the tender response. Please advise in your tender response how this breakdown reflects your usual payment processes.

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

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

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

# Evaluation of Tenders

Contractors are invited to submit full tenders of no more than 15 pages, excluding declarations. Tenders will be evaluated by at least three BEIS staff.

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

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

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

This Invitation to Tender is split in two Phases and will cover up to five contracts for Phase 1 with only up to two contracts proceeding to Phase 2. The bids to this Invitation to Tender will be evaluated to select up to five contract winners for Phase 1. The outputs (Feasibility study) from Phase 1 will then be evaluated to determine up to two contract winners for Phase 2.

Separate evaluation criteria will be used to assess contract winners for Phase 1 and Phase 2. These criteria are listed below.

Phase 1 – evaluation of overall bids:

|  |  |  |
| --- | --- | --- |
| Criterion | Description | Weighting |
| 01 | **Skills and expertise, market access:**a. Evidence that the team is has relevant skills and expertise to undertake the project, including capability of designing and manufacturing load control or similar devices and/ or working within smart energy or smart charging sectors *(weighting 6%);* b. Detail of the project team including structure. As the bids are expected to be made by a lead contractor on behalf of a consortium, this should clearly state the consortium lead and who would be consortium members and their respective roles. If the consortium has not been formed yet, clear plan of how this would be achieved, and account of steps taken. *(weighting 4%);* c. Evidence of access to appropriate facilities (either existing or planned) and to consumers with relevant loads that are required to undertake the project *(weighting 5%).*  | 15% |
| 02 | **Technical Approach:**a. Provide a clear description of the proposed device. Describe the approach and methodologies that will be applied to address the challenges defined in the ITT and any others which may be considered relevant *(weighting 6%);* b. Demonstrate how your proposed solution meets the specifications of the device set out in Smart Energy Code Schedule 9 – SME Technical Specifications and provide the basic functionality described within as well as details of how the device will integrate/ operate with the proposed load to be controlled (*weighting 6%)*; c. Refer to all standards / regulatory requirements that your proposed solution will need to meet and demonstrate how you intend to meet them, plus details of how any consumer load/ property will be protected *(weighting 6%)*;d. Describe how your proposed solution provides further value by developing additional functionalities and facilities innovation in the field *(weighting 6%)*e. High level description of trial scope and outcomes and how the results will be analysed (*weighting 6%*).  | 30% |
| 03 | **Project Plan and Operational Delivery:**a. Detailed description of work and associated timelines to complete Phase 1 (include a Gantt chart). Indicative high level timelines must be included for Phase 2 *(weighting 4%);* b. Description of management plans to demonstrate how the project will be delivered alongside existing commitments for Phases 1 and 2. Indication of your quality assurance procedures *(weighting 4%);* c. Key risks relating to the delivery and dependencies of the project, including mitigation plans, for Phases 1 and 2. Risks and mitigation methods should be considered as part of the submission and may include technical, user-related and safety aspects (*weighting* 7%). | 15% |
| 04 | **Consumer Engagement:**1. Demonstration of how consumers’ engagement in the project will be secured and maintained for the duration of the project (*weighting* 7%)
2. Consideration of potential impacts on consumers and how these will be managed, including details of what happens at the end of the trial (*weighting* 4%)
3. How on-going and final learnings from consumer behaviour will be established and shared and the value of proposed learnings. (*weighting* 4%)
 | 15% |
| 05 | **Costs** a. Bid Price for phase 1 will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks for the price elements and then all other bids will be marked proportionately to that bid, see example below. Weighting: 5%If 25 marks are available and the cheapest bid is £35,000, then:

|  |  |  |
| --- | --- | --- |
| Supplier | Price | Marks |
| 1 (lowest bid) | £35,000 | 5 |
| 2 | £40,000 | 35/40 \* 5 = 4.375 |
| 3 | £49,500 | 35/49.5 \* 5 = 3.53 |

Proposed bid price for phase 2 will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks for the price elements and then all other bids will be marked proportionately to that bid, see example below.Weighting: 20%If 20 marks are available and the cheapest bid is £800,000, then:

|  |  |  |
| --- | --- | --- |
| Supplier | Price | Marks |
| 1 (lowest bid) | £800,000 | 20 |
| 2 | £1.0m | 0.8/1 \* 20 = 16 |
| 3 | £1.2m | 0.8/1.2 \* 20 = 13.33 |

 | 25% |

Phase 2 – evaluation of Phase 1 output (feasibility study):

|  |  |  |
| --- | --- | --- |
| Criterion | Description | Weighting |
| 01 | Skills and expertise:a. Evidence that the team has relevant skills and expertise to undertake the project, including demonstrating capability of designing and manufacturing load control or similar devices and/ or working within smart energy or smart charging sectors *(weighting 4%);* b. Details of the project team including structure. As the bids are expected to be by a consortium, this should clearly state the consortium lead and details of each consortium member and their role *(weighting 2%);* c. Evidence of appropriate facilities (either existing or planned) and access to consumers with home EV chargers that are required to undertake the project (*weighting 4%).*  | 10% |
| 02 | Technical Approach:a. Details of proposed device design including drawings and technical specifications, including evidence that it meets Schedule 9 – SMETS requirements *(weighting 5%)*;b. Development plan of the device including details of how the 100 devices for the trial will be manufactured and tested as well as details of how the device will be installed and integrated with the consumer load *(weighting 5%);*c. Proposed approach to CPA and estimate of timeline with evidence where available *(weighting 5%);*d. Functionality that will be tested, clearly showing what is smart meter related and that which is not *(weighting 5%);*e. trial design (*weighting 15%*) including:i. details of how the 100 GB premises/ consumers will be identified and selectedii. Consumer engagement approach* Demonstration of how consumers’ engagement in the project will be secured and maintained for the duration of the project
* Consideration of potential impacts on consumers and how these will be managed, including details of what happens at the end of the trial
* How on-going and final learnings from consumer behaviour will be established and shared and the value of proposed learnings.

iii. Wider industry processes that will be used/ tested as part of the trial (e.g. registration data flows)iv. Success criteria for the trial and data that will be gathered to support this structured around the following headings: technical; consumer and commercial*).* | 35% |
| 03 | Project Plan and Operational Delivery:a. Detailed description of work and associated timelines to complete Phase 2 (include a Gantt chart). *(weighting 5);* b. Description of management plans to demonstrate how the project will be delivered alongside existing commitments. *(weighting 5);* c. Description of quality assurance procedures you intend to apply *(weighting 5 );*d. Key risks relating to the delivery and dependencies of the project, including mitigation plans. Risks and mitigation methods should be considered as part of the submission and may include technical, user-related and safety aspects (*weighting* 10). | 20% |
| 04 | Bid cost for Phase 2:Price will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks for the price elements and then all other bids will be marked proportionately to that bid, see example belowWeighting: 25%If 25 marks are available and the cheapest bid is £800,000, then:

|  |  |  |
| --- | --- | --- |
| Supplier | Price | Marks |
| 1 (lowest bid) | £0.8m | 25 |
| 2 | £1.0m | 0.8/1 \* 25 = 20 |
| 3 | £1.2m | 0.8/1.2 \* 25 = 16.7 |

 | 25% |
| 05 | Assessment of outputs from Phase 1 measured against proposed initial bids outcomes:a. Demonstration that the outputs from Phase 1 have been achieved against initial bids to this Invitation to Tender (*weighting 5%);*b. Demonstration that the cost estimates from bids have not changed *(weighting 5%).*  | 10% |

**Scoring Method**

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

**Structure of Tenders**

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedules attached at Annex A for phase one and phase two, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

**Bid Clarification**

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

**Feedback**

Feedback will be given in the unsuccessful letters or emails.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for Smart Meter Load Control Device Trial

Tender Reference Number: 1642/10/2018

Deadline for Tender Responses: 10 December 2018

**Contents:**

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B. [Data security](#_Data_security) 29

C. [Non-Collusion](#_Non-Collusion) 30

# Definitions

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

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Department. You should be aware of the Department’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, 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 Department’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

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

# Data security

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

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

# Non-Collusion

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

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

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

**Section 4**

**Declarations to be submitted by the Tenderer**

Invitation to Tender for Smart Meter Load Control Device Trial

Tender Reference Number: 1642/10/2018

Deadline for Tender Responses: 10 December 2018

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Declaration 6: Code of Practice 52

# Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

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

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

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

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents

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

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

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

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

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

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

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

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

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

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

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

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a 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 ITT documentation - Nil returns **are** required.

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

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

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

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

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

# Declaration 4: Standard Selection Questionnaire

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-2). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

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

**Supplier Selection Questions: Part 3**

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

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

**Consequences of misrepresentation**

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

**SMART METER LOAD CONTROL DEVICE TRIAL**

**TRN 1642/10/2018**

**PROCUREMENT PROCEDURE OPEN**

**Notes for completion**

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

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

**Part 1: Potential Supplier Information**

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

|  |  |
| --- | --- |
| Section 1 | Potential supplier information |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number  |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐No ☐N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[3]](#footnote-4)? | Yes ☐No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[4]](#footnote-5) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[5]](#footnote-6)(Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

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

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

|  |  |
| --- | --- |
| Section 1 | Bidding model |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

**Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

**Part 2: Exclusion Grounds**

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

|  |  |
| --- | --- |
| Section 2 | Grounds for mandatory exclusion |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

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

|  |  |
| --- | --- |
| Section 3 | Grounds for discretionary exclusion  |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2 |

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

**Part 3: Selection Questions**[[6]](#footnote-7)

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

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

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability**  |
| **6.1** | **Relevant experience and contract examples**Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract**  |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

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

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

|  |  |
| --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015[[7]](#footnote-8)** |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐N/A ☐ |
| **7.2** | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐Please provide relevant the url …No ☐Please provide an explanation |

|  |  |
| --- | --- |
| **Section 8** | **The General Data Protection Regulation (GDPR)[[8]](#footnote-9)** |
| **8.1** | Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25th May 2018. Will your organisation be compliant with the GDPR and all Data Protection Legislation (as defined in the terms and conditions applying to this Invitation to Tender) in regards to the processing required under this contract by the time of contract award?Contractors are also required to complete Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors, to evidence the extent of readiness. The Authority may ask the Contractor to provide evidence to support the position stated in the questionnaire. The Authority may require the successful Contractor to increase their preparedness where the Authority is not satisfied that the Contractor will be in a position to meet its obligations under the terms and conditions. If the Contractor fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Contractor is successful, the Authority reserves the right to exclude the bidder from this procurement.  | Yes ☐No ☐ |

**9. Additional Questions**

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

|  |  |
| --- | --- |
| **Section 9** | **Additional Questions**  |
| **9.1** | **Suppliers’ Past Performance[[9]](#footnote-10) - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)**  |
| **a.** | Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years? | Yes ☐No ☐ |
| **b.** | On request can you provide a certificate from those customers on the list?  | Yes ☐No ☐ |
| **c.** | If you cannot obtain a certificate from a customer can you explain the reasons why? | Yes ☐No ☐ |
| **d.** | If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?  | Yes ☐No ☐ |
| **e.** | Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?  | Yes ☐No ☐ |

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

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# Declaration 6: Code of Practice[[10]](#footnote-11)

I confirm that I am aware of the requirements of the BEIS Code of Practice[[11]](#footnote-12) for Research and, in the proposed project, I will use my best efforts to ensure that the procedures used conform to those requirements under the following headings[[12]](#footnote-13):

Responsibilities

Competence

Project planning

Quality Control

Handling of samples and materials

Facilities and equipment

Documentation of procedures and methods

Research/work records

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

**Annex A: Pricing Schedule**

**Pricing schedule phase 1:**

**Part A – Staff/project team charges**

|  |  |
| --- | --- |
| Set up Costs – please specify  |  |
|  |
| Expenses  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*Grade/level of staff** | **Daily rate** **(ex VAT)** | **No. days offered over course of contract** | **Tasks to be undertaken on this project** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total**  |  | **£** |

[\*Suppliers should also include sub-contractors]

**Part B – Non-staff/project team charges**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **No. of items** | **Price per item** **(ex VAT)** | **Total price per offered** |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total**  | **£** |

**Part C – Full price offered**

|  |  |
| --- | --- |
| **Sub-total (Part A + Part B)** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**Annex A: Pricing Schedule**

**Pricing schedule phase 2:**

**Part A – Staff/project team charges**

|  |  |
| --- | --- |
| Set up Costs – please specify  |  |
|  |
| Expenses  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*Grade/level of staff** | **Daily rate** **(ex VAT)** | **No. days offered over course of contract** | **Tasks to be undertaken on this project** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total**  |  | **£** |

[\*Suppliers should also include sub-contractors]

**Part B – Non-staff/project team charges**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **No. of items** | **Price per item** **(ex VAT)** | **Total price per offered** |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total**  | **£** |

**Part C – Full price offered**

|  |  |
| --- | --- |
| **Sub-total (Part A + Part B)** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**Annex B: Code of Practice for Research**

**CODE OF PRACTICE FOR RESEARCH**

***Issued by the Department for Business, Energy & Industrial Strategy***

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

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

***PRINCIPLES BEHIND THE CODE OF PRACTICE***

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

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

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

Most contractors will already have in place many of the measures set out in the

Code and its adoption should not require great effort.

***COMPLIANCE WITH THE CODE OF PRACTICE***

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

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

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

***MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE***

Monitoring of compliance with the Code is necessary to ensure:

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

In the short term, BEIS can require contractors to conduct planned internal audits although BEIS reserve the right to obtain evidence that a funded project is carried out to the required standard. BEIS may also conduct an audit of a Contractor’s research system if deemed necessary.

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

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

***SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE***

***1. Responsibilities***

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

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

***2. Competence***

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

***3. Project planning***

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with BEIS, taking account of the requirements of ethical committees[[13]](#footnote-14) or the terms of project licences, if relevant.

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

***4. Quality Control***

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

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

***5. Handling of samples and materials***

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

***6. Documentation of procedures and methods***

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

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

***7. Research/work records***

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

The project leader is accountable for the validity of the wok and responsible for ensuring that regular reviews of the records of each researcher are conducted[[14]](#footnote-15)

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

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

**Annex C**

**Mandatory Exclusion Grounds**

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

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

**Participation in a criminal organisation**

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

Conspiracy within the meaning of

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

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

**Corruption**

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

The common law offence of bribery;

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

**Fraud**

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

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
* fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
* fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
* destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

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

**Money laundering or terrorist financing**

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

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

**Child labour and other forms of trafficking human beings**

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

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

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

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

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

**Non-payment of tax and social security contributions**

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

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

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

**Other offences**

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

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

**Discretionary exclusions**

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

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

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

**Bankruptcy, insolvency**

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

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

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

**Been involved in the preparation of the procurement procedure.**

**Prior performance issues**

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

**Misrepresentation and undue influence**

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

Additional exclusion grounds

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

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

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

* ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
* ILO Convention 98 on the Right to Organise and Collective Bargaining;
* ILO Convention 29 on Forced Labour;
* ILO Convention 105 on the Abolition of Forced Labour;
* ILO Convention 138 on Minimum Age;
* ILO Convention 111 on Discrimination (Employment and Occupation);
* ILO Convention 100 on Equal Remuneration;
* ILO Convention 182 on Worst Forms of Child Labour;
* Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
* Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
* Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
* Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

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

* The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
* The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
* If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).
1. For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-2)
2. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-3)
3. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-4)
4. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-5)
5. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-6)
6. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-7)
7. [Procurement Policy Note 9/16 Modern Slavery Act 2015](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-8)
8. [Procurement Policy Note 02/18 Changes to Data Protection Legislation & General Data Protection Regulation](https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation) [↑](#footnote-ref-9)
9. [Procurement Policy Note 04/15 Taking Account of Suppliers’ Past Performance](https://www.gov.uk/government/publications/procurement-policy-note-0415-taking-account-of-suppliers-past-performance) [↑](#footnote-ref-10)
10. Please note that this declaration applies to individuals, single organisations and consortia. [↑](#footnote-ref-11)
11. The Code of Practice is attached to this ITT as Annex B [↑](#footnote-ref-12)
12. Please delete as appropriate [↑](#footnote-ref-13)
13. Please note ethical approval does not remove the responsibility of the individual for ethical behaviour. [↑](#footnote-ref-14)
14. Please note that this also applies to projects being undertaken by consortia. [↑](#footnote-ref-15)