**Restricted Commercial - Invitation to Tender**

**Invitation to tender for – CN/1221**

**Net Zero power and hydrogen: capacity requirements for flexibility**

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**Part A - Instructions for Submission of Tenders**

**The CCC project manager will be Chloe Nemo.**

**Address: 1 Victoria Street, Westminster, London SW1H 0ET.**

**Tel: 07468 744464 Email: chloe.nemo@theccc.org.uk**

**Chloe Nemo should be contacted for all queries on the *content* of the project.**

**Bidders are required to submit their bid via email to** **finance@theccc.org.uk** **also copying in** **sean.taylor@theccc.org.uk** **The email subject should read:**

**“INVITATION TO TENDER for Net Zero power and hydrogen: capacity requirements for flexibility”**

**Bids should be sent in time in time for receipt by 12 noon on 25 January 2022.**

**If required, interviews will take place in London, or virtually, in the week commencing 31 January 2022. If you are invited for interview, you will be notified of the address and time in the letter of invitation, sent out by email.**

**In practice, we welcome suggestions from consultants around what is feasible within the available timescales and budget (around £50,000 to £70,000 excluding VAT).**

**Part B - Specification (including the Preamble, Background, Requirement)**

**Net Zero power and hydrogen: capacity requirements for flexibility**

 **See other attachment.**

**Part C - Information to be provided by the Bidder / Supplier Questionnaire**

**SUPPLIER INFORMATION**

**Please complete the following information: -**

**All information supplied will be treated as Strictly Private and Confidential. The information will be reviewed by the Evaluation Panel only and will not be divulged to other parties during the de-briefing stage, or at any other time.**

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| **Name of Company** |  |
| **Address** |  |
| **Contact Name** |  |
| **Telephone Number:****(Including STD Code)** |  |
| **Contact Title:** |  |
| **Email Address** |  |
| **Website Address** |  |
| **Signed** |  |
| **Dated** |  |

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| **SECTION C1: ORGANISATION, MANDATORY AND FINANCIAL INFORMATION** |
| **Note: Where a consortium bid is proposed, please present the information for each consortium member individually.** |
| **GENERAL INFORMATION - Please enclose details of your organisation’s internal structure. A diagram would be helpful to support your answer.** |
| 1. **Is your organisation:**
2. **a public limited company – Registered No………………………..**
3. **a limited company - Registered No…………………………………**
4. **a sole trader**
5. **a partnership**
6. **other, please specify …………………………………………………..**
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| **SECTION C2: MANDATORY INFORMATION REQUIREMENTS** |
| **Note: The information required in this section is a mandatory requirement for this quotation. Failure to provide the information may result in your bid being eliminated.** **Where a consortium bid is proposed, please present the information for each consortium member individually.** |
| **FINANCIAL REQUIREMENTS**1. **Please note we will request from the proposed winner a set of the last year’s audited accounts (if these accounts are required under the law of the state in which your organisation is established) for your own organisation and the holding and/or ultimate parent and your organisation’s subsidiaries (if applicable). If you cannot provide the last year’s audited accounts, please provide a copy of your most recent business plan, budget or similar document.**

**OR** **If the audited accounts are available online, please provide details of the web page address where the accounts are held so that the Authority can access the information.**  **Web address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (your organisation)**  **Web address: \_\_\_\_\_\_\_\_\_\_\_\_ (holding / ultimate parent company)**  |

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| **SECTION C3: Evaluation Criteria and weighting**  |

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| **RELEVANT EXPERIENCE / DEMONSTRATION OF CABABILITY - 20%****1. Please describe the relevant principal areas of business activity of your organisation and the number of years you have been involved in this activity. Describe in detail, giving dates of your current and previous experience of comparable projects you have been awarded by public and private sector Clients and undertaken by your organisation in the past 5 years.** |
| **Answer: -** |

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| **MANAGING YOUR RELATIONSHIP WITH THE CCC – 5%****2. Please describe how your organisation will manage its relationship with the CCC, including attendance at meeting and/or provision of progress reports and how communication between all levels of staff will be maintained.** |
| **Answer: -** |

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| **QUALITY ASSURING THE SERVICES YOU PROVIDE – 10%****3. Please provide a brief plan of how you would monitor and maintain the quality of the services delivered (e.g. relevant Key Performance Indicators, risk management arrangements), including a statement of how you would ensure the key dates and deliverables are met. Please indicate whether in your opinion our timescales can be achieved.** |
| **Answer: -** |

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| **MANAGEMENT STRUCTURE – 5%****4. Please briefly describe your proposed management and organisational structure for providing the services.**  |
| **Answer: -** |

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| **PROJECT TEAM – SKILLS AND KNOWLEDGE – 15%****5. Please provide details of the full project team, including a team structure, with an outline of roles and responsibilities and copies of proposed project team CV’s. Please also confirm whether project team members would be full time or part time on this contract and if part time, please specify time contributed to this project.** |
| **Answer: -** |

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| **METHOD, ABILITY AND TECHNICAL CAPACITY – 25%****6. The purpose of the Method Statement is to enable us to evaluate your understanding of our requirements and the quality of your proposals for meeting them.** |
| **Answer: -** |

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| **UNDERSTANDING OF REQUIREMENTS – 10%****7. Please provide a detailed statement of your understanding of the CCC’s requirements for this contract.** |
| **Answer: -** |

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| **RISK AND CHALLENGES – 10%****8. What do you consider are the specific challenges for this project over the life of the contract and how do you propose to overcome these?** |
| **Answer: -** |

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| **SIGNATURE AND DATE** |
| **I hereby declare that the information provided herein is complete and accurate:****Signature…………………………………………………………………………****Name (Print)…………………………………………………………………….****Job Title……………………………………………………………………………****Date…………………………………………………………………………………** |

**Part D - Pricing Information to be provided by the Bidder**

**Please provide a pricing schedule for the following:**

1. **Consultancy Charge per day - Please indicate here staff level (i.e. junior consultant, partner etc.), rate per day, the number of days the individual would be allocated to the contract and the number of hours worked per day.**
2. **Any other costs – (please specify).**
3. **Any discounts offered.**
4. **Total cost of the Contract.**

**Notes:**

1. **Please note that all Travel and Subsistence will be as per the Civil Service Standard i.e. standard class.**
2. **V.A.T. will be separately indicated**
3. **All priced bids must be in pounds sterling and any subsequent invoices resulting from a successful bid must also be in pounds sterling.**

**Part E - Conditions of Contract for Services**

**Please see the attachment referring to the Committee on Climate Change standard terms and conditions. Potential bidders are requested that they must *make clear* any issues they have with these standard terms by the 18th January 2022. Please be aware that due to the Christmas period there will be limited opportunity to address any queries.**

**Part F - *Conflict of Interest***

**The Committee on Climate Change (CCC) standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State.**

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

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

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

1. **During the bidding process, organisations may contact the CCC 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 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.**

**Part G – *Declarations***

**Declarations to be submitted by the Tenderer**

**Declaration 1: Statement of non-collusion**

**Declaration 2: Form of Tender**

**Declaration 3: Conflict of Interest**

**Declaration 1: Statement of non-collusion**

**To: Committee on Climate Change**

**1. We recognise that the essence of competitive tendering is that the CCC 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: Committee on Climate Change**

**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 CCC 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.**

**Part H - *Code of Practice for Research***

***Issued by the Committee on Climate Change (CCC)***

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

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

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

**Contractors and consortia funded by the CCC 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 CCC (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 CCC.**

**Contractors are encouraged to discuss with CCC 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, CCC 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, CCC can require contractors to conduct planned internal audits although the CCC reserve the right to obtain evidence that a funded project is carried out to the required standard. CCC 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**](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 CCC (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[[1]](#footnote-1) 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 the CCC, and subject to senior approval in CCC, where appropriate.**

**Errors identified after publication must be notified to the CCC and agreed corrective action initiated.**

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

**All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by the CCC.**

**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[[2]](#footnote-2).**

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

**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**](http://www.ukrio.org/what-we-do/code-of-practice-for-research)

1. Please note ethical approval does not remove the responsibility of the individual for ethical behaviour. [↑](#footnote-ref-1)
2. Please note that this also applies to projects being undertaken by consortia. [↑](#footnote-ref-2)