PF9

**Invitation to Tender for** **UKCS Carbon Capture Risk Register and Global Lessons Learned**

Tender Reference Number: 336-12-20

Deadline for Tender Responses: Friday 22 January 2021 13:00 GMT

**Oil & Gas Authority**

Date: 08 January 2021

The Oil & Gas Authority (“OGA”) wishes to commission a project to carry out work on a UKCS Carbon Capture Risk Register and Global Lessons Learned

Enclosed are the following sections:

* Section 1 (page 3) Instructions on tendering procedures
* Section 2 (page 7) Specification of requirements
* Section 3 (page 18) Further information on tendering procedure
* Section 4 (page 21) Declarations and information to be provided;

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Questions for tenderers

* Annex A: Pricing schedule

Please register your interest in submitting a tender for this project by emailing david.wilson@ogauthority.co.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 before the deadline time and date **(Friday 22 January 2021 13:00 GMT)** clearly marked as “TENDER” including the tender reference Number e.g. TRN 336-12-2020.

I look forward to receiving your response.

Yours sincerely,

David Wilson

Head of Procurement and IT

Email: david.wilson@ogauthority.co.uk

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for UKCS Carbon Capture Risk Register and Global Lessons Learned

Tender Reference Number: 336-12-2020

Deadline for Tender Responses: 22 January 2021 13:00 GMT

**Contents**

A. Indicative Timetable 4

B. Procedure for Submitting Tenders 4

C. Conflict of Interest 5

D. Evaluation of Responses 6

E. Terms and Conditions applying to this Invitation to Tender 6

F. Further Instructions to Contractors 6

G. Checklist of Documents to be Returned 6

# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. The OGA 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** | **Date (Indicative)** |
| Advert and full invitation to tender issued | Friday 11 January 2021 |
| Deadline for questions relating to the tender | Thursday 14 January 2021 |
| Responses to questions published  | Monday 18 January 2021 |
| Deadline for receipt of tender | Friday 22 January 2021 13:00 GMT |
| Invite suppliers for bid clarification (if needed) | Tuesday 26 January 2021 |
| All suppliers alerted of outcome | Friday 29th January 2021 |
|  |  |
| Contract start date | Monday 1 February 2021 |

The contract is to be for the period from the date of contract award until 31st March 2021 unless terminated or extended by the Authority in accordance with the terms of the contract.

# Procedure for Submitting Tenders

The maximum page limit for tenders is 10 pages (excluding declarations and CVs).

Please email your tender - clearly marked as “TENDER” and include the TRN reference number e.g. TRN 336-12-2020 **before** the deadline of 22 January 2021 13:00 GMT to David Wilson at the following address:

david.wilson@ogauthority.co.uk

For questions regarding the procurement process please contact david.wilson@ogauthority.co.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 Authority does not undertake to consider tenders received after that time. The Authority requires tenders to remain valid for a period indicated in the specification of requirements.

The OGA 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. The OGA 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 email david.wilson@ogauthority.co.uk All questions should be submitted by 14 January 2021; 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 18 January 2021 on Contracts Finder. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

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

# Conflict of Interest

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

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

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in the OGA 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 Terms and Conditions published with this invitation to tender on Contracts Finder will apply to this contract.

These can be downloaded from Contracts Finder.

# Further Instructions to Contractors

The Authority 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 18 January 2021. Where amendments are significant, the Authority may at its discretion extend the deadline for receipt of tenders.

The OGA 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 Authority 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 10 pages)
* Annex A – pricing schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest

**Section 2**

**Specification of Requirements**

Invitation to Tender for UKCS Carbon Capture Risk Register and Global Lessons Learned

Tender Reference Number: 336-12-2020

Deadline for Tender Responses: 22 January 2021 13:00 GMT

**Contents**

1. Introduction and summary of requirements 8

2. Background 8

3. Aims and Objectives 9

4. Methodology 9

5. Outputs Required 10

6. Ownership and Publication 11

7. Quality Assurance 11

8. Timetable 11

9. Challenges 11

10. Working Arrangements 11

11. Skills and experience 12

12. Consortium Bids 12

13. Budget 12

14. Evaluation of Tenders 13

Criterion 13

Description 13

Weighting 13

# Introduction and summary of requirements

The OGA is the licensing authority for Carbon Storage and Petroleum activities in the UK offshore domain, and whilst it has extensive organisational experience of stewarding petroleum activity, Carbon Storage brings new risks and challenges.

The revised OGA Strategy was laid in the UK parliament on 16 December 2020. The strategy amends the MER UK Strategy and places an obligation on the oil and gas industry to assist the Secretary of State in meeting the net zero carbon by 2050 target. It also positions the UKCS as a key enabler for the transition towards net zero carbon.

In anticipation of increased interest in Carbon Capture and Storage projects on the UKCS, the OGA is committed to continued regulatory excellence in this emerging field. The OGA is therefore seeking to ensure that it is appropriately equipped to carry out our key responsibilities, including assessment of Carbon Storage applications and Licence Stewardship.

Therefore, the OGA is seeking to engage an experienced third-party to identify and describe the risks and mitigations which must be considered as part of a Carbon Storage project on the UKCS and to create a checklist to assist the OGA. It is envisaged that this will be best achieved by building on the experience gained from planned and operational Carbon Storage projects around the world.

# Background

The Energy Act 2008 (the Act) provides for a licensing regime that governs the offshore storage of carbon dioxide. It forms part of the transposition into UK law of EU Directive 2009/31/EC on the geological storage of carbon dioxide. The Carbon Dioxide (Licensing etc.) Regulations 2010 (SI 2010/2221), which transpose many other requirements of the directive, came into force on 1 October 2010.

The Directive establishes a legal framework for the environmentally safe storage of carbon dioxide in underground geological formations, as a means of preventing emissions of carbon dioxide into the atmosphere and thereby combating climate change.

The Directive sets out that:

The selection of the appropriate storage site is crucial to ensure that the stored CO2 will be completely and permanently contained. Member States should, in selecting storage sites, take account of their geological characteristics, for example seismicity, in the most objective and effective way possible. A site should therefore only be selected as a storage site, if there is no significant risk of leakage, and if in any case no significant environmental or health impacts are likely to occur. This should be determined through a characterisation and assessment of a potential storage complex pursuant to specific requirements.

The Directive defines the following:

‘significant irregularity’ means any irregularity in the injection or storage operations or in the condition of the storage complex itself, which implies the risk of a leakage or risk to the environment or human health;

‘significant risk’ means a combination of a probability of occurrence of damage and a magnitude of damage that cannot be disregarded without calling into question the purpose of this Directive for the storage site concerned;

Paragraph 7 of the aforementioned UK regulations state that:

7.—(1) Before granting a storage permit the authority must be satisfied that—

…(c) under the proposed conditions of use of the storage site, there is no significant risk of leakage or of harm to the environment or human health…

Early risk assessments form a key component of the OGA’s Carbon Storage Licence Stewardship process in order to maximise the chances of and timeliness of, a successful Storage Permit application. In addition, the authority has a duty under paragraph 11 (Review, modification and revocation of storage permit) to take various actions where:

(5) … the authority becomes aware of—

(a) any (or any risk of) leakages or significant irregularities

# Aims and Objectives

The project aims to identify and describe the risks and mitigations associated with Carbon Storage on the UKCS to assist the OGA when reviewing and/or stewarding Carbon Storage applications and Licences.

There are two components to the project:

To conduct a review of global operational and planned Carbon Storage projects to identify potential risks, draw out lessons learned and examples of mitigation strategies.

Describing key risks that should be considered when evaluating new Carbon Storage projects and creation of a checklist for use by the OGA.

# Methodology

For the purposes of this work, risk should be considered to cover the full spectrum of Technical, Political, Economic, Legal/Commercial, Environmental/Safety and Organisational sources of risk, and how they relate to transportation of Carbon Dioxide offshore and storage in the subsurface. Whilst it will be necessary to identify these risks across all categories, further steps, including Risk Evaluation, Risk Assessment, Mitigation Identification and Mitigation Assessment, may only be required for those where the OGA has a statutory obligation to regulate such risks (see legislation referred to in **Section 2**).

Over time, the OGA expects to receive Carbon Storage applications for projects that seek to utilise the storage potential of depleted hydrocarbon fields and of aquifers (both ‘open’ and ‘closed’). It may also be the case that applications may be received to store carbon in aquifers of varying lithology (for example, carbonate aquifers). It is important to recognise that different types of candidate store may be associated with different critical risks and the work should seek to categorise these risks appropriately.

The project will require specialist input from a multidisciplinary team with development project execution and CO2 storage expertise. It is expected that the scope will encompass a review of numerous analogue projects and is likely to require significant dialogue with third-party experts in regulators, academia and industry.

Examples of previous work applied to UK CCS projects are available in the public domain:

Peterhead CCS Project:

* <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/531405/11.023_-_Risk_Management_Plan_and_Risk_Register.pdf>

White Rose (Endurance) CCS Project:

* <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/531047/K42_Storage_risk_assessment__monitoring_and_corrective_measures_reports.pdf>

Longannett CCS:

* https://webarchive.nationalarchives.gov.uk/20121217175316/http:/www.decc.gov.uk/assets/decc/11/ccs/sp-chapter7/fcor-7-risk-management.pdf

There are also reports generated previously for the Government and Regulators, such as:

* https://www.gov.uk/government/publications/co2-storage-liabilities-in-the-north-sea-an-assessment-of-risks-and-financial-consequences-summary-report-for-decc-may-2012

# Outputs Required

* A risk checklist/matrix (or checklists/matrices) that can be used as a template register for the OGA and licensees when Identifying, Evaluating, Assessing, and Mitigating risks during the Appraisal Term of a Carbon Storage Licence. The checklist(s) should clearly identify the storage categories associated with each identified risk and may, for example, be subcategorised by store type.
* A report (and ideally supporting database) that presents in a standard form the key parameters, risks and lessons learned from global analogue Carbon Storage projects. This list should, where possible, reference examples, case studies and analogues from around the world. It is important that the findings are presented in the context of the candidates store type – for example some of the risks associated with storage in an open aquifer will differ from those associated with storage in depleted hydrocarbon fields.

# Ownership and Publication

It is expected that the deliverable will consist of original work generated by the contractor. Ownership of all original information, reports, data, etc generated through work carried out on the project will reside with the OGA. The OGA intends to publish the results of the project and therefore requires evidence that permission for publication by the OGA is secured by the contractor for any and all third-party materials that may be included in the deliverable. For third-party materials used where permission to publish is not required, evidence of this status must be provided.

# Quality Assurance

Tender submissions should include evidence of how the contractor intends to ensure the veracity of any information used as the basis for the deliverables. Ideally, care should be taken to only use primary sources of information.

# Timetable

The project must be completed, delivered and invoiced on or before the 31st March 2021. This date is fixed. Tender submissions should ensure they provide evidence for how the proposed scope will be fulfilled in the available time and budget. The OGA’s preference is that an Agile project management approach is taken and would therefore expect to see a project timeline that includes biweekly updates and deliveries to the OGA.

# Challenges

* The project has a relatively short timeframe; a fixed budget and delivery date; and specific, critical deliverables. A successful tender is likely to be able to demonstrate a track record of delivery of projects under similar conditions. Additionally, a successful tender will clearly demonstrate how the project will be conducted and managed to ensure that the offered scope will be achieved. An Agile approach is preferred by the OGA.
* It is likely that engagement with experienced third parties (regulators, academia and industry) will be required to fulfil the project scope. A successful tender is likely to be able to demonstrate that they can achieve this through, for example, accessing an existing network of relevant contacts.
* There is likely more accessible information than can be accommodated by the project timeline and budget. A successful tender is likely to be able to demonstrate how the critical information and resources will be identified to ensure the breadth of the scope is achieved.

#  Working Arrangements

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

#  Skills and experience

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

 Contractors should propose named members of the project team and include the tasks and responsibilities of each team member. 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 OGA 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 OGA 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 OGA so that it can make a further assessment by applying the selection criteria to the new information provided.

#  Budget

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

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 will be a criterion against which bids which will be assessed.

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 Authority 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 10 pages, excluding declarations and CVs. Tenders will be evaluated by at least two OGA staff. All evaluation results are checked and confirmed by the OGA’s Procurement Business Partner.

Given the short timeframe for the project it is expected that tenders will demonstrate, through the provision of evidence, an appreciation of the project requirements, deliverables and an ability to deliver.

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

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

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

|  |  |  |
| --- | --- | --- |
| Criterion | Description | Weighting |
| 01 | Relevance of proposed scope and methodology to the project aims and deliverables. Evidence of understanding will be treated favourably – for example a prototype or example risk checklist would be valuable. | 30% |
| 02 | Demonstration of experience and ability to deliver proposed scope and methodology. For example, evidence of a relevant track record or appropriate reputation. | 30% |
| 03 | Robust project management and delivery including OGA communication plan. It is expected that provision will be made to iterate over the deliverables with the OGA at appropriate intervals. It is suggested that these should be no less than every two weeks but may be more frequent. | 30% |
| 04 | Cost | 10% |
|  |  | 100% |

**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 |

The scoring for the Cost criteria in the evaluation table above will be based on a ranking system within which a maximum of 5 marks is possible.

Lowest priced bid receives **5** marks

2nd lowest priced bid receives **4** marks

3rd lowest priced bid receives **3** marks

4th lowest priced bid receives **2** marks

5th lowest priced bid receives **1** mark

All other bids receive **0** marks

**Structure of Tenders**

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

**Bid Clarification**

The OGA reserves the right to award the contract based on applicants’ written evaluation only if one candidate emerges from the evaluation stage as significantly stronger than the others.

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

**Feedback**

Feedback will be given in the unsuccessful letters or emails.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for UKCS Carbon Capture Risk Register and Global Lessons Learned

Tender Reference Number: 336-12-2020

Deadline for Tender Responses: 22 January 2021 13:00 GMT

**Contents:**

A. Definitions 17

B. Data security 17

C. Non-Collusion 18

# Definitions

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

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Authority. You should be aware of the Authority’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Authority. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, of if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Authority’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

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

# Data security

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

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

# Non-Collusion

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

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

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

**Section 4**

**Declarations to be submitted by the Tenderer**

Invitation to Tender for UKCS Carbon Capture |Risk Register and Global Lessons Learned

Tender Reference Number: 336-12-2020

Deadline for Tender Responses: 22 January 2021

**Contents**

Declaration 1: Statement of non-collusion 20

Declaration 2: Form of Tender 21

Declaration 3: Conflict of Interest 22

Declaration 4: Questions for tenderers 24

# Declaration 1: Statement of non-collusion

To: The Oil & Gas Authority

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

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

1. communicate to any person other than the Authority the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Declaration 2: Form of Tender

To: The Oil & Gas Authority

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 Authority for 8 weeks from the date below.

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

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

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

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Email address

………………………………………………………………………….

Telephone Number

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

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

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

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

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your 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 OGA straight away.

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

# Declaration 4: Questions for tenderers

In some circumstances the Authority is required by law to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption;
 |  |
| 1. the offence of bribery, where the offence relates to active corruption;
 |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
 |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:
 |  |
| 1. the offence of cheating the Revenue;
 |  |
| 1. the offence of conspiracy to defraud;
 |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671);
 |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
 |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
 |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or
 |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.
 |  |

**Annex A: Pricing Schedule**

**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)** | **£** |