**Invitation to Tender for Research project on Photovoltaics and fire safety**

Tender Reference Number: 1011/04/2015

Deadline for Tender Responses: 12:00 Thursday 25th June.

**Department of Energy and Climate Change**

Date: 25/04/2015

The Department of Energy and Climate Change (“DECC”) wishes to commission a research project to investigate the fire safety of photovoltaics.

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

Code of Practice for Research

* Annex A: Pricing schedule
* Annex B: Code of practice for research

Please register your interest in submitting a tender for this project by emailing **penny.dunbabin@decc.gsi.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 12:00 Thursday 25th June clearly marked as “TENDER”.

**Please note also that the maximum budget available is £110,000 + VAT. Bids must not exceed this amount**.

I look forward to receiving your response.

Yours sincerely,

Penny Dunbabin

Senior Scientific Officer

Technical Energy Analysis Team

E:mail: penny.dunbabin@decc.gsi.gov.uk

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for Photovoltaics and fire safety

Tender Reference Number: 1011/04/2015

Deadline for Tender Responses: 12:00 Thursday 25th June

**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 7

# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. DECC 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** |
| Advert and full invitation to tender issued | Friday 15th May |
| Deadline for questions relating to the tender | 5pm Wednesday 10th June |
| Responses to questions published  | 5pm Friday 12th June |
| Deadline for receipt of tender | 12:00 Thursday 25th June |
| Interviews (if required) | Wednesday 1st-Friday 3rd July |
| All suppliers alerted of outcome | Monday 6th July |
| Contract award on signature by both parties | Monday 20th July |
|  |  |
| Contract start date | Monday 20th July |

The contract is to be for a period of **2 years and 8 months** unless terminated or extended by the Department in accordance with the terms of the contract. **Note that we propose to add break clauses to the contract in March 2016 and March 2017.**

# Procedure for Submitting Tenders

The maximum page limit for tenders is 50 pages (excluding declarations).

Please **email** your proposal by the deadline of **12:00 Thursday 25th June** to penny.dunbabin@decc.gsi.gov.uk and gary.inwood@decc.gsi.gov.uk.

For questions regarding the procurement process please contact Penny Dunbabin, penny.dunbabin@decc.gsi.gov.uk and Dick Cave Dick.Cave@decc.gsi.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.

DECC 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. DECC 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 penny.dunbabin@decc.gsi.gov.uk. All questions should be submitted by 10th June; 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 12th June 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 DECC 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 DECC 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 33) 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 DECC 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 DECC Standard Terms and Conditions of Contract will apply to this contract. These can be downloaded from Contracts Finder.

# 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 12th June. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

DECC 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

* Main proposal and experience (maximum 50 pages)
* Annex A – pricing schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest
* Declaration 5: Code of Practice

**Section 2**

**Specification of Requirements**

Invitation to Tender for Photovoltaics and Fire safety

Tender Reference Number: 1011/04/2015

Deadline for Tender Responses:12:00 Thursday 25th June

**Contents**

1. Introduction and summary of requirements 8

2. Background 9

3. Aims and Objectives 9

4. Methodology 10

5. Outputs Required 11

6. Ownership and Publication 12

7. Quality Assurance 13

8. Timetable 15

9. Challenges 15

10. Ethics 15

11. Working Arrangements 15

12. Required Skills 15

13. Consortium Bids 16

14. Budget 17

15. Evaluation of Tenders 17

# Introduction and summary of requirements

The Department of Energy and Climate Change (“DECC”), wishes to appoint a supplier to investigate the fire safety of photovoltaics.

Statistics show that solar PV deployment has risen very rapidly over the last 4 years, driven by large global drop in technology costs. There are more than 0.6 million UK buildings with solar PV installed with solar PV capacity in the UK reaching 5.2GW by the end of February 2015. A recent Impact Assessment indicated that we could have 12-14GW of solar PV by 2020.

PV-related fires are extremely rare; however, a small number of fires involving PV systems has been reported in the press. To date, there has been little concerted follow-up to understand the causes and to improve standards.

This proposal will investigate data from fires apparently caused by faulty/incorrectly installed PV systems and comprises:

* Literature search of PV fires drawing on international experience
* Compilation of a database of records of fires in which PV is involved
* Engineering inspections of fires believed to be related to PV over the next 3 years
* A review of the standards/proposed standards, BRE, IET, MCS, etc.
* Recommendations for avoiding fire, for input into standards
* Presentations to DECC and industry.

The IET is developing a Code of Practice for PV systems (of all sizes), which will be published in summer 2015. The IET has agreed that the proposed fire safety study will feed into future updates of this code of practice. The Microgeneration Certification Scheme Steering Group supports the concept of a guidance document.

# Background

Statistics show that solar PV deployment has risen very rapidly over the last 4 years, driven by large global drop in technology costs. There are more than 0.6 million UK buildings with solar PV installed with solar PV capacity in the UK reaching 5.2GW by the end of February 2015. A recent Impact Assessment indicated that we could have 12-14GW of solar PV by 2020[[1]](#footnote-1).

A small number of fires involving PV systems has been reported in the press, but there has been little concerted follow-up to understand the causes and to improve standards. To put this into context, there were approx. 5,700 electrical fires in the UK in 2010[[2]](#footnote-2).

The incidence of fires related to PV appears to be very low, but not zero; in Germany, the Fraunhofer Institute reported that “Currently there are 1.3 million PV systems in Germany. Over the last 20 years, there were 350 fires in which photovoltaic systems were involved. In 120 of these cases, the photovoltaic system was the cause of the fire. In 75 cases, the damage was large and in 10 cases, the entire building was burned to the ground.” [[3]](#footnote-3)

Possible causes of fire include:

* Faulty inverters.
* Incorrect isolators (eg AC isolators used where DC isolators should be used)
* No isolators.
* Use of plug and socket connectors from different manufacturers.

Any switching or connection faults on the DC side of a system can result in the generation of a high temperature arc or high resistance fault which could start a fire. DC arcs can be difficult to extinguish and pose a risk to fire-fighters attempting to suppress the fire.

Specific risks associated with PV fires are described in Appendix I. Appendix II gives a brief summary of existing guidance for fire fighters in Germany and the USA.

This evidence is useful, but UK installation practices and building structures are different to those in Germany and the USA, hence the need for a UK specific study.

This project is of interest to a number of teams in DECC (Office for Renewables Deployment, Strategy, Electricity Market Reform (contracts for difference)) and to DCLG (fire safety). The project will be managed by officials from both DECC and DCLG.

# Aims and Objectives

This project is aimed at achieving a better understanding of the statistical occurrence and causes of fires involving solar PV systems. The study will investigate:

1. The number of fires in the UK that are linked to PV
2. The experiences of fires in the UK and other countries that are linked to PV
3. The causes of those fires (i.e. faulty inverters, DC cables, use of AC isolation switches where DC isolation switches should be used)
4. Whether they could have been prevented by better installation or maintenance practices
5. How to avoid future fires.

# Methodology

We propose:

* + A literature survey including both UK and overseas sources, particularly from countries where the PV market is well developed.
	+ A survey of existing design and installation standards and training programmes for PV.
	+ A survey of data on fires involving PV (e.g. by collating reports from fire services system owners, installers and manufacturers).
	+ Detailed surveys of sites where PV fires have occurred, preferably as soon as possible after the event. These surveys will be carried out by trained fire specialists, in order to assess the reasons for these fires and any unusual risks posed to fire-fighters. Careful risk assessment by skilled, experienced staff will be an essential component of this task.
	+ Development of a database of PV fires and likely causes. The project will open with a launch to the solar and fire industries, encouraging relevant professionals to report PV fire data. Data will be anonymised to protect the identities of system owners, installers and manufacturers. This is necessary in order to encourage reporting and to bypass the current reticence to share PV fire data and experience.
	+ Recommendations for improving design and maintenance standards. The IET is developing a Code of Practice for PV systems (of all sizes), which will be published in summer 2015. The IET has agreed that the proposed fire safety study will feed into future updates of this code of practice. The study will form part of the evidence base for the MCS Solar PV Steering Group’s Code of Best Practice for PV installation.
	+ Recommendations for improving training.
	+ Recommendations for the safety of fire-fighters in the event of fires involving PV
	+ Dissemination to the solar and fire safety industries via presentations and training programmes.

**Note that DECC will supply a copy of a report made following one inspection of a fire believed to have been caused by PV**. **This report will be supplied on a confidential basis only and bidders will have to sign a non-disclosure agreement first.**

# Outputs

The required outputs are:

* 1 publishable report on the literature review and survey of existing standards
* 1 database where suitable users can report **anonymised** data (plus procedure for enrolling these users)
* 1 short report, containing **anonymised** accounts of the fire surveys, to be updated, each year of the programme.
* 1 short publishable report on the recommendations for design, installation and training.
* 1 dissemination plan
* 2 presentations, one to DECC, one to the IET, MCS and the solar and fire industries.

**Important Points to Consider**

**Data and server requirements**

All digital projects across government must be procured through the two main digital procurement frameworks set up by the Government Digital Service (GDS). The one applicable to this ITT is the Digital Services Framework (DSF). The guide can be found here: <http://ccs.cabinetoffice.gov.uk/contracts/rm1043>.

DECC has a list of approved IT contractors for Government Digital Services. The bidder must sub-contract to one of these approved contractors for the development of the database and web access to it.

Your tender response should detail all data and IT requirements.

**Sensitivity to householders or business managers**

Householders or business managers who have experienced a fire may be distraught. Contractors should set out how they will handle investigations of fires sensitively.

# Ownership and Publication

DECC is committed to openness and transparency. All outputs listed in section 5 (with the exception of project updates and the research plan) should be accessible, non-disclosive and suitable for publication and further use.The exceptions to this are where:

1. The intellectual property rights to an output (or part of an output) is owned by someone other than the contractor. Contractors should state in their tender if this is the case and indicate whether the third party copy righted materials can be redacted.
2. Data is commercial in confidence.
3. A non-anonymised dataset if required for the project.

If these exceptions apply to any part of the outputs, contractors should indicate this in their proposal alongside any approaches to resolving these. Where applicable, contractors can provide optional costs for obtaining rights to data or outputs. These will be agreed before DECC lets the contract.

Unless the above exceptions have been stated in a proposal, all outputs from a research project will assumed to be owned by DECC. The outputs, raw data and tools developed in the research cannot therefore be used for contractors for purposes other than our work.

**Non-disclosure**

All outputs must be provided to DECC in a format that is non-disclosive (i.e. no individuals or individual organisations are identifiable from the data or analysis, directly or indirectly), unless the specification states otherwise. The contractor is responsible for ensuring that the data is supplied in this form alongside a report on the checks made. A minimum standard for checking includes cell counts within sub-groups for all outputs and analysis. The contractor will be asked to agree their approach to checking for disclosure with DECC during the course of the contract, before the checks are carried out. Where data or analysis is found to be disclosive during checking, the contractor will be required to suggest an approach or approaches to aggregate the analysis and to agree this with DECC.

**Storage and Transfer**

The contractor will need to ensure that all appropriate regulations are adhered to regarding safe storage and transfer, compliant with DECC requirements for the data processing of restricted data. All survey respondents will need to be made aware of all potential uses of their data)

All bids must include a completed declaration as set out in the Code of Practice Annex C and any additional information you wish to submit up to must be a maximum of **1 side of** **A4, font size 10**.  (Links to other documents will not be considered as part of your response e.g. links to published documents online, etc.)

The successful bidder will be responsible for any work supplied by sub-contractors and should therefore provide assurance that all work in the contract is undertaken in accordance with the Code of Practice.

DECC reserves the right to request an audit of projects against the DECC Code of Practice for Research and the commitments made in the tender documents and subsequent contract.   Your response could be automatically rejected if the project will not be performed under quality assurance measures that fully meet the Code’s requirements.

For primary research, contractors should be willing to facilitate DECC research staff to attend interviews or listen in to telephone surveys as part of the quality assurance process.

Other useful sources of guidance and advice that will help bids and the resulting work be of the highest quality include [amend to include guidance relevant to commissioned work]:

* The Government Social Research Code, in particular those that relate to GSR Products: <http://www.civilservice.gov.uk/networks/gsr/gsr-code>
* The Green Book: appraisal and evaluation in central government. <https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent>
* UK Statistics Authority Code of Practice/ or an equivalent standard.

http://www.statisticsauthority.gov.uk/assessment/code-of-practice/

* The Magenta Book, Government guidance on policy evaluation and analysis.
	+ Magenta book:
	+ <http://www.hm-treasury.gov.uk/data_magentabook_index.htm>
	+ Supplementary Guidance on the Quality in Policy Impact Evaluations
	+ <http://www.hm-treasury.gov.uk/data_magentabook_supguidance.htm>
* [Quality in Qualitative Evaluation: A Framework for assessing research evidence](http://www.civilservice.gov.uk/wp-content/uploads/2011/09/a_quality_framework_tcm6-38740.pdf) provides a Framework for appraising the quality of qualitative evaluations.
* Rapid Evidence Assessment (REA). <http://www.civilservice.gov.uk/networks/gsr/resources-and-guidance/rapid-evidence-assessment/what-is>. This toolkit will help researchers to identify whether a Rapid Evidence Assessment is best for their needs, and help with the process of planning and carrying out a review

Where relevant, all bids should refer to these pieces of guidance and advice and how they will be used.

# Timetable

The indicative timetable for the project is to launch on 20th July 2015 and to run for 2 years and 8 months. As part of the tender response the contractor should provide a more detailed breakdown of timings; suggested dates and timescales for different aspects of the project such as server set up, training, working prototype etc. **Note that we propose to add break clauses in March 2016 and March 2017.**

# Challenges

There may be number of challenges in conducting this project; some are given in the following section. Contractors must consider how these and any other challenges will be addressed through the research design and delivery.

# 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 will be expected to identify one named point of contract through whom all enquiries can be filtered. A DECC project manager will be assigned to the project and will be the central point of contact.

DECC will conduct internal peer review throughout the project, and may engage external peer reviewers at key stages.

**Note that we propose to add break clauses to the contract in March 2016 and March 2017.**

All research tools and sampling methodologies will need to be agreed by DECC. We will require weekly updates on progress by email or phone.

# Skills and experience

Given the bespoke nature of the work, DECC would like tenderers to demonstrate that they have the experience and capabilities to undertake the project. Your 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.

The project may require some specialist training of staff. If so, please include this in the budget and in the project plan.

# 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 DECC 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.

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

# Budget

The budget for this project is £110,000 excluding VAT. **This is a maximum budget; bids must not exceed this amount.**

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 one of the criteria against which bids which will be assessed.

Payments will be linked to delivery of key milestones. The indicative milestones and phasing of payments is as follows. This can be adjusted and agreed with the contractor based on the tender response/details of licencing costs etc. Please advise in your tender response how this breakdown reflects your usual payment processes:

* Build and test e-portal and launch programme by contacting fire services, solar industry, significant solar PV customers, MCS etc. **(15%, October 2015)**
* Literature survey and review of existing standards (UK and overseas). Review of existing fire data. **(15%, November 2015)**
* Training and site investigations of fires related to, or involving PV (we anticipate approx. 4-8 site investigations per year; 1 report per year for 3 years) **15% for each report, i.e. 45%. Delivery dates March 2016, March 2017, February 2018)**
* Intermediate recommendations from study after 1st year. **10% (June 2016)**
* Final report with recommendations. **15% February 2018**

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 50 pages, excluding declarations. Tenders will be evaluated by at least three *DECC* staff.

DECC 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
* **Methodology**: Approach to delivering the project objectives **(20%)**
* **Skills and expertise**: Demonstration of experience and capabilities of proposed team members **(30%)**
* **Project management** (including risk assessment, Gantt chart, assignment of individual team members to each task, QA). **(30%)**
* **Cost:** 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. Where contractors indicate options, they should clearly indicate their preferred approach, which the cost and other criteria will be scored against. **(20%)**

**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 B, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

**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 |

**Bid Clarification**

Following reviewing and evaluating written proposals DECC may decide to carry out Bid Clarification with all suppliers.

**Feedback**

Feedback will be given in the unsuccessful letters or emails.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for Photovoltaics and fire safety

Tender Reference Number: 1011/04/2015

Deadline for Tender Responses: 12:00 Thursday 25th June

**Contents:**

A. [Definitions](#_Definitions) 29

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 of Energy and Climate Change acting through his/her representatives in the Department of Energy and Climate Change.

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 the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of *DECC*, 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 *DECC***. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of *DECC* 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 DECC. 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 Photovoltaics and fire safety

Tender Reference Number: 1011/04/2015

Deadline for Tender Responses: 12:00 Thursday 25th June

**Contents**

Declaration 1: Statement of non-collusion 24

Declaration 2: Form of Tender 25

Declaration 3: Conflict of Interest 26

Declaration 4: Questions for tenderers 28

# Declaration 1: Statement of non-collusion

To: The Department of Energy and Climate Change

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 of Energy and 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 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 DECC 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 Department 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.
 |  |

# Declaration 5: Code of Practice[[4]](#footnote-4)

I confirm that I am aware of the requirements of the DECC Code of Practice[[5]](#footnote-5) 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[[6]](#footnote-6):

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 DECC 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 DECC.

(There is some flexibility in the application of the Code of Practice to specific research projects. Contractors are encouraged to discuss with DECC any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

**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)** | **£** |

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

**CODE OF PRACTICE FOR RESEARCH**

***Issued by the Department of Energy of Climate Change***

DECC 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 DECC. 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 DECC 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 DECC (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 DECC 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, DECC 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, DECC can require contractors to conduct planned internal audits although DECC reserve the right to obtain evidence that a funded project is carried out to the required standard. DECC 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 DECC (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 DECC, taking account of the requirements of ethical committees[[7]](#footnote-7) or the terms of project licences, if relevant.

Significant amendments to the plan or milestones must be recorded and approved by DECC 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 DECC, and subject to senior approval in DECC, where appropriate. Errors identified after publication must be notified to DECC 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 DECC. 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[[8]](#footnote-8)

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 DECC

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

1. [↑](#footnote-ref-1)
2. “Fire Statistics Great Britain, 2012-13” DCLG publication May 2014 <https://www.gov.uk/government/statistics/fire-statistics-great-britain-2012-to-2013> [↑](#footnote-ref-2)
3. <http://www.ise.fraunhofer.de/en/press-and-media/press-releases/presseinformationen-2013/fire-protection-in-photovoltaic-systems> [↑](#footnote-ref-3)
4. Please note that this declaration applies to individuals, single organisations and consortia. [↑](#footnote-ref-4)
5. The Code of Practice is attached to this ITT as Annex C [↑](#footnote-ref-5)
6. Please delete as appropriate [↑](#footnote-ref-6)
7. Please note ethical approval does not remove the responsibility of the individual for ethical behaviour. [↑](#footnote-ref-7)
8. Please note that this also applies to projects being undertaken by consortia. [↑](#footnote-ref-8)