

**Invitation to Tender for an Expert Panel to provide scrutiny of analysis informing the BEIS Fossil Fuel Price Assumptions.**

Tender Reference Number: TRN 2332/03/2020

Deadline for Tender Responses: 8th February 12:00 (GMT)

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

Date: 11th January 2021

The Department for Business, Energy & Industrial Strategy (“BEIS”) wishes to appoint an Expert Panel to provide scrutiny of analysis informing the BEIS Fossil Fuel Price Assumptions. BEIS is looking to appoint energy specialists to form the Expert Panel, with knowledge spanning across; oil, natural gas and coal markets as well as expertise related to the energy transition.

Enclosed are the following sections:

* Section 1 Instructions and Information on Tendering Procedures
* Section 2 Specification of Requirements
* Section 3 Further Information on Tender Procedure
* Section 4 Declarations to be submitted by the Tenderer

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Standard Selection Questionnaire

The General Data Protection Regulation Assurance Questionnaire for Contractors

* Annex A: Pricing Schedule
* Annex B: Specialist Area
* Annex C: Authority’s Terms and Conditions
* Annex C: Non Disclosure Agreement

**Please register your interest in submitting a tender** for this project by emailing internationalclimateandenergy.procurement@beis.gov.uk. **This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.** Failure to register would result in you not receiving these notifications.

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 email to internationalclimateandenergy.procurement@beis.gov.uk by 8th February 12:00 (GMT), clearly marked as “TENDER”.

Yours sincerely,

Clio Simpson

Commercial Business Partner

International Climate and Energy Directorate

Email: internationalclimateandenergy.procurement@beis.gov.uk

**Privacy Notice**

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

**YOUR DATA**

We will process the following personal data:

* Names and contact details of employees involved in preparing and submitting the bid;
* Names and contact details of employees proposed to be involved in delivery of the contract;
* Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

*Purpose*

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

*Legal basis of processing*

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

*Recipients*

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

*Retention*

We reserve the right to retain personal data collected in the procurement exercise to evaluate the procurement exercise and obtain feedback from tenderers. We reserve the right to contact all those organisations whom submitted a response to this competition, should we choose to, at the point of re-tendering this requirement in the future, if this is required.

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

**YOUR RIGHTS**

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

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

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

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

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

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

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

**COMPLAINTS**

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

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

0303 123 1113

casework@ico.org.uk

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

**CONTACT DETAILS**

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

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

**Section 1**

**Instructions and Information on Tendering Procedures**

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# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. BEIS reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Advert and full invitation to tender issued | 11th January  |
| Deadline for questions relating to the tender | 28th January, 12:00 (GMT) |
| Deadline for receipt of tender | 8th February 12:00 (GMT) |
| Invite suppliers for bid clarification (if needed) | Week commencing 8th February |
| All suppliers alerted of outcome (indicative) | Week commencing 15th February |
| Contract award on signature by both parties | From week commencing 21st February |
|  |  |
| Contract start date | From week commencing 22st February |

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

# Procedure for Submitting Tenders

Please **email** your proposal **by** the deadline of 12:00 GMT (midday) 8th February 2021 to internationalclimateandenergy.procurement@beis.gov.uk.

For questions regarding the procurement process please contact the BEIS International Climate and Energy Commercial team on internationalclimateandenergy.procurement@beis.gov.uk.

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for three months after the submission deadline.

BEIS shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. BEIS shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email internationalclimateandenergy.procurement@beis.gov.uk

All questions should be submitted by 28th January 12:00 (midday) 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 and circulate – unnamed - to all organisations that have expressed an interest in bidding via email. All tenderers should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

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

# Conflict of Interest

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

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

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

BEIS reserves the right to fail your declaration and remove you from the competition if it deems that identified conflicts are insurmountable and pose a risk, actual or perceived, to the impartiality of the Expert Panel. The BEIS panel overseeing the procurement exercise, after thorough evaluation, and consideration of the potential mitigation of the panel as a whole, will have the final say on this issue.

Examples of areas where a conflict of interest could arise:

* You have a close relationship with the key BEIS team involved in either the procurement exercise or the ongoing management of the project or analysis.
* You or the organisation that you work for could gain from influencing (or having prior knowledge of) the long-term prices used by BEIS and UK Government.
* You hold strong affiliations with certain groups or political positions that might impact on your analytical impartiality.

Should you wish to clarify any conflicts and seek BEIS’ opinion on if they are considered insurmountable prior to submitting a tender response, then you may send though a draft Conflict of Interest submission to BEIS, prior to the Deadline for questions relating to the tender. BEIS will review and treat these clarifications as confidential.

Please note that failure to disclose a Conflict of Interest may result, if you are appointed, in termination of your contract.

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

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

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

# 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 sections below.

# Terms and conditions applying to this Invitation to Tender

The Department’s Standard Terms and Conditions of Contract, Annex B will apply to this contract. These can be downloaded from Contracts Finder. The winning contractor will need to accept that BEIS will use its own internal contract template together with the BEIS standard terms and condition, when issuing the contract.

The successful Tenderer’s submission will form part of the agreed contract.

# Further Instructions to Contractors

BEIS 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. Where amendments are significant, BEIS may at its discretion extend the deadline for receipt of tenders.

BEIS 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 BEIS 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.

# Price

In submitting full tenders, Tenderers confirm in writing that the price offered will be held for a minimum of three months from the date of submission.

# Variant Bids or Options

Tenderers are not permitted to submit variant bid or options.

# Number of Contracts to be awarded

BEIS intends to secure an Expert Panel of up to five individuals. However BEIS reserves the right to increase or decrease this number depending on the spread of expertise identified from submitted successful Tenderers. As such, BEIS intends to issue a contract to each Expert Panel member for their services in delivering this Expert Panel.

# Checklist of Documents to be Returned

The below documents are those which are required to be completed and returned to BEIS as part of submitting a tender. Please note that the Declarations may appear lengthy, however are not considered onerous for completion. They are necessary for BEIS to fulfil its duties as a competent contracting Authority.

* Proposal response to quality questions 1-4
* Annex A: Pricing Schedule
* Annex B: Specialist Area
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest
* Declaration 4: Standard Selection Questionnaire
* Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors

# Evaluation and Scoring Methodology

BEIS will accept separate electronic files to be submitted in response to each question. The submission pages should not include a cover letter, index page, CVs, declarations or the Pricing Annex (if submitting as a single electronic file). The Pricing Annex should be submitted as a separate file/document. Page limits are identified for each of the below questions and Tenderers must clearly identify their response to each question.

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

|  |  |  |
| --- | --- | --- |
| Criterion | Description | Weighting |
| Declarations | Please complete all Declarations required for your submission | Pass / Fail |
| Conflict of interest | Please identify any conflict of interests you may have which may impact your impartiality in delivering the role | Pass / Fail |
| Specialist Area | Confirmation of what Specialist area or areas you wish to be considered for (Annex B) | For scoring purposes |
| Expert Panel Chair | Yes or No question on if you wish to be considered for the role of Expert Panel Chair | For information purposes |
| Quality Question 1 | Understanding of Requirements | 5% |
| Quality Question 2 | Delivery | 15% |
| Quality Question 3 | Skills | 20% |
| Quality Question 4 | Expertise and Experience | 30% |
| Price | Provision of Day Rate | 30% |

1. **Scoring Method**

**Declarations**

Failure to provide completed declaration forms will result in the Tender not being evaluated. BEIS reserves the right to clarify if omissions are intentional.

**Conflict of interest**

See Part 1 Section C of the ITT for further information. Should a Tenderer identify a conflict of interest which in the opinion of BEIS not be mitigated, or presents a risk, real or perceived, to the impartiality of the Expert Panel, then the response will be scored a fail and the Tenderer removed from the evaluation. The same will be true if it is felt that known (to the BEIS evaluation panel) conflict of interests are not appropriately identified.

**Quality Criteria**

Tenders responses to each of the questions asked will be scored against each of the criteria below, according to the extent to which they meet the requirements of the Tender. The meaning of each score is outlined in the table below.

|  |  |
| --- | --- |
| **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 total score for quality criteria will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 70.

Should any Tenderer score 1 in any of the criteria, they will be excluded from the tender competition.

**Price Criteria**

Price will be marked using proportionate pricing. Please see the example below.

There will be a maximum of 30 marks

The lowest priced bid, which has passed all Declarations and is not excluded from the competition based on their quality response, will receive the full 30 marks, all other bids will then be marked as set out below.

Proportionate Pricing scoring example

If 30% = 30 marks

|  |  |  |
| --- | --- | --- |
| Supplier | Price | Marks |
| 1 (lowest bid) | £600 | 30 |
| 2 | £900 | 600/900 \* 30 = 20  |
| 3 | £1,500 | 600/1,500 \* 30 = 12 |

**Most Economically Advantageous Tender (MEAT)**

The Tenderer’s Quality criteria score (after passing Declarations and where they have scored greater than 1 in all Quality questions) will be added to their Price score in order to create a final score for their submission. The final scores from the Tenderers will be ranked in each specialist area they have identified.

**A Balanced Expert Panel**

BEIS wishes to secure a balanced and diverse Expert Panel of up to five individuals. Expertise from within the Expert Panel is expected to cover each of the fossil fuels considered in the Fossil Fuel Price Assumptions (oil, gas and coal). BEIS also wishes for the Expert Panel to contain expertise related to the energy transition, as this has significant implications for the future of fossil fuels. The role is expected to likely cover the modelling of the energy transition and should have a broad understanding of long-term energy scenarios from various sources, as well as modelling skills in order to aid the BEIS Quality Assurance process of the price modelling.

Tenderers will be ranked on their scores within each Specialist Area they have identified. As such a Tenderer may be ranked second in Specialism area “Coal” (for example) with a score which is higher than the top ranked Tenderer in Specialism “Oil” (for example), and not be awarded a contract.

Where a Tenderer has ranked top in more than one Specialist area, BEIS may only award one Contract to that Tenderer for one Specialist area and may approach a lesser ranked Tenderer in another Specialist area and award the contract to them.

All Specialist areas the Tenderer has expressed an interest in will be considered and BEIS reserves the right to select which Specialist area a Tenderer will be awarded in order to obtain the highest scoring individuals across all Specialist areas.

See the example illustrated below:

|  |  |
| --- | --- |
|  | Specialist Area |
| Coal | Oil  | Gas | Energy Transition |
| Tenderer A Score: | 99% | 99% | - | - |
| Tenderer B Score: | 70% | - | - | 70% |
| Tenderer C Score: | 85% | 85% | 85% | - |
| Tenderer D Score: | - | - | 60% | - |
| Tenderer E Score: | - | 82% | - |  |

Tenderer A is awarded a Contract as the “Coal” expert

Tenderer B is awarded a Contract as the “Energy Transition” expert

Tenderer E is awarded a Contract as the “Oil” expert

Tenderer C is awarded a Contract as the “Gas” expert

Once a primary expert is identified for each fuel type and the Energy Transition specialism, BEIS will seek to award one additional contract to an individual that scored highly but was not identified as a primary expert following the above process.

BEIS would seek to award this contract based on ranked scores (i.e. next highest awarded Tenderer after the four specialism experts are identified), however if this results in an over provision of expertise in a specific fuel type, BEIS may choose another high ranking Tenderer in order to create a balanced and diverse Expert Panel.

**Expert Panel Chair**

Tenderers will be required to identify in their submission if they wish to be considered for the role of Expert Panel Chair, in addition to their role area(s) of specialism.

After identifying successful Tenderers, BEIS will identify those (if any) whom expressed an interest for the role of Expert Panel Chair and produce a short list of potential candidates. BEIS will then select the preferred candidate to act as Chair, informing them and other Expert Panel members of the decision before the first meeting.

**Quality criteria questions**

Tenderers are required to respond to each of the below questions. Tenderers should structure their submission to clearly identify their response to each of these questions. Tenderers may submit separate electronic files for each question response, if they should choose.

Responses should be font size 11 and all page limits refer to sides of A4. Text included in tables should also be of font size 11.

Where the page limits to a question response is exceeded, BEIS reserve the right to not evaluate any text beyond the stated page limit.

Tenderers should not include hyperlinks to external information to support their response. BEIS will not consider these links in their evaluation.

Unless stated, annexes containing additional information are not to be included and BEIS reserve the right not to review their content.

Please note, that if you are intending to be considered for the Expert Panel Chair, you are required to incorporate this skill set within the page limits of your response.

**Question 1:** Understanding of Requirements - 5%

Provide an overall summary of your understanding of the requirements of the Panel Member.

Higher marks will be awarded to those responses where:

* The response gives confidence to BEIS that the Tenderer has fully understood the role of the Expert Panel. An understanding on the impartiality and transparency of the role is clearly articulated. Finally the response identifies and fully justifies to the opinion of BEIS, how the Tenderer believes they meet these expectations in delivery.

The response should be a maximum of 0.5 side of A4, with no additional attachments.

**Question 2:** Delivery - 15%

Provide an overall summary of how you would deliver the role of an Expert Panel member in meeting the Expert panel requirements.

Higher marks will be awarded to those responses which provides:

* The response gives confidence to BEIS that the Tenderer has fully understood the role of the Expert Panel and Chair.
* A description as to how you propose to manage your contract working with the BEIS project manager, including invoicing arrangements and identifying conflicts of interest.
* A description is provided on the quality assurance measures a panel member may include when contributing to deliverables, which BEIS consider is robust.
* A description of how you intend to collaborate with panel members and provide written responses to form part of a deliverable requirement, providing confidence to BEIS that measures proposed are realistic and practical.
* A description on the process you will follow to write responses yourself, providing confidence to BEIS that this activity will not be unnecessarily delegated to other panel members or members of staff within a Tenderer’s organisation, the latter being not permitted.
* A clear commitment on attendance for all meetings required (except in exceptional circumstances) and working to provide requested deliverables to the Expert Panel Chair by deadlines set.

The response should be a maximum of 1.5 sides of A4, with no additional attachments.

**Question 3: Skills** – 20%

Please provide details of how your relevant skills and delivery knowledge will be utilised in the performance of the contract to add value.

Higher marks will be awarded to those responses which provides:

* A description of the Tenderer’s skills deemed relevant to be applied in delivering these services. For the skills identified, please provide a description on how you have applied these in previous contracts and make the link as to how they are relevant to delivery of these services. BEIS will have greater confidence in their applicability if these skills are fully explained and justified with illustrated examples deemed relevant.
* Please describe your knowledge of delivering any comparable contracts and justify what practical measures you would seek to replicate or improve upon in delivering these services which in the opinion of BEIS would add value in this contract.
* If you have indicated to be considered for the role of Expert Panel Chair, describe your skills which you would use for this Chari person role, which will provide confidence to BEIS that the skills are relevant and evidenced to deliver this role fully.

The response should be a maximum of 2 sides of A4 **for each Specialist area you intend to be submitting for**, with no additional attachments. Please do not merge these Specialist area responses in to a single narrative, but make it clear that each section of your Question 3 submission is for an identified Specialist area. As such, repetition in this response is permitted between each area. BEIS reserves the right to review each Specialist area submission in isolation and as such you must include all relevant information to answer the question in each 2 page response.

**Question 4: Expertise and Experience** - 30%

Please provide details of how your relevant expertise and experience will be utilised in the performance of the contract to add value.

Higher marks will be awarded to those responses which provides:

* Confidence to BEIS that the Tenderer has extensive level of expertise in the identified Specialist area(s). This expertise is at the high echelons of operating in the market, evidenced with examples where the Tenderer has supported organisations in the past and where their expertise has been relied upon previously.
* Case studies, or project profiles should be provided which must be focussed on the deliverables of the tenderer (and not their wider organisation), clearly identifying the role of the individual in this project delivery.
* Expertise is presented which is justified to BEIS to be considered at an expert level, market leading where appropriate.
* Experience is provided which is sufficiently detailed in some specific areas, but a broader level of experience in other areas is identified in order to contribute to a wider appreciation of factors which may influence their chosen specialist area of expertise. BEIS wants confidence that the depth of expertise in specific areas is suitable, but where additional areas are identified, that breadth of experience identified will add value.
* A diverse background and / or experience is alluded which are considered by BEIS to have contributed to inform the Tenderer’s level of experience and expertise which could add value to the Panel.

The response should be a maximum of 3 sides of A4 **for each Specialist area you intend to be submitting for**, with no additional attachments. Please do not merge these Specialist area responses in to a single narrative, but make it clear that each section of your Question 4 submission is for an identified Specialist area. As such, repetition in this response is permitted between each area. BEIS reserves the right to review each Specialist area submission in isolation and as such you must include all relevant information to answer the question in each 5 page response.

1. **Price**

Please complete the template (Annex A) detailing your price for delivery of this service. Do not refer to this value anywhere else in your quality bid submission.

Annex A will include an invoice schedule which will be included within the contract.

1. **Bid Clarification**

After reviewing and evaluating the written proposals, BEIS may decide to hold bid clarifications with Tenderers. Please ensure that when submitting your response you confirm email addresses for persons whom will be available during this time to expedite a response.

1. **Feedback**

Feedback will be given in the unsuccessful letters or emails.

**Section 2**

**Specification of Requirements**

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# 2021 Fossil Fuel Price Assumptions Expert Panel (FFPAEP) Specification of Requirements

The Government wishes to appoint an Expert Panel to review the analysis underpinning its Fossil Fuel Price Assumptions.

The Expert Panel is an advisory group of experts who will be appointed by Government to provide impartial quality assurance of the analysis underpinning the Government’s fossil fuel price assumptions.

The make-up of the Panel is intended to provide a range of professional analytical skills and knowledge relevant to oil, gas and coal markets and the demand and supply fundamentals of these fossil fuels, including the implications of the energy transition. The Panel members are members in their own right. They are not representatives of any current or previous employers, trade associations or membership organisations.

The purpose of the Panel is to impartially scrutinise and quality assure the analysis carried out by BEIS (and its contractors) for the Fossil Fuel Price Assumptions. This includes the theoretical approach, choice of modelling methodology employed, the quality of the inputs and the robustness of the outputs from the analysis. They will test whether the analysis is fit for the purposes for which it is designed.

The Panel will not produce their own Fossil Fuel Price Assumptions.

The role of the Panel is a technical function and not a forum for policy commentary.

The Panel’s conclusions do not have to reach a consensus with BEIS or indeed among all Panel members. The Chair should aim to find consensus among the Panel members and decide on the content of the final reports. However, where strongly divergent views exist, they must be clearly explained in the Panel’s report(s). Government may request further advice from the Panel (or individual Panel members) on an ad hoc basis, within the terms of the agreement.

**Fossil Fuel Price Assumptions Expert Panel Requirements**

The Panel is expected to:

* Work in adherence to these Specification of Requirements, and agree its planned scrutiny with the Department in advance;
* Work to the terms and conditions agreed upon appointment (for example, relating to confidentiality and declaration of any potential or actual conflicts of interest);
* Work effectively with BEIS throughout the process, through their Project Manager in BEIS;
* Perform effective, high quality and impartial scrutiny, as defined in this ToR, managing risks and quality assuring work effectively; and,
* Report to Government in a timely way both informally throughout the process and formally (ready for sign-off of the assumptions for use in Government at arranged dates).

The tasks of the Panel include (but are not limited to):

* Attend all Panel meetings, in person or virtually (no delegation is possible);
* Report to Government through formal written reports and informal reports (for example, presentations or written minutes of meetings);
* Review the Fossil Fuel Price Assumptions modelling methodology and techniques used and proposed;
* Review the analysis produced by any contractors BEIS uses for evidence to underpin the Fossil Fuel Price Assumptions;
* Review other evidence sources and data BEIS uses for the Fossil Fuel Price Assumptions;
* Submit informal reports to BEIS on the modelling methodology; contractors’ analysis and outputs; and other evidence sources and data used; and
* Submit a formal report for publication in advance of finalisation of each year’s Fossil Fuel Price Assumptions.

**Ways of working and reporting**

The Panel will formally report to the BEIS Chief Economist, although their regular activities will be channelled through their Project Manager. The Chair will represent the Panel when reporting to the Department, either through the provision of written reports or oral presentations. The Panel Chair and BEIS Project Manager will jointly agree a structure for the reports.

Informal reports should be provided throughout the process to serve as a summary of comments made and feedback requested. They may be provided in written form, for example, minutes of meetings, or verbal form, for example presentations from the Chair.

All reports should be provided in a timely way as required to meet the agreed project plan. The final reports, prepared and agreed for publication, should be received at a time agreed with BEIS.

Final reports should be written in plain English, concisely and clearly cover each of the key aspects of the scrutiny conducted, including the tasks listed in this Terms of Reference.

For its regular informal reports, the Panel is expected to report to BEIS via the BEIS Project Manager. For more formal reporting, the Panel will report to the BEIS Chief Economist.

The Panel will engage with the department on a day-to-day basis through the Project Manager but will be directly accountable to the BEIS Chief Economist.

**Engagement with Contractors**

BEIS will provide the Panel with the analytical information required for it to perform its scrutiny role, including that obtained from any Contractors. The Project Manager will facilitate information sharing between the Panel and Contractors and arrange any meetings required.

**Engagement with other parties**

As set out below and agreed in the terms and conditions signed by the Panel experts upon appointment, the Panel’s work is confidential and therefore the Panel must not engage, or discuss its role, with other parties than those listed above.

This includes Parliament, industry, representative groups, the public, the media, or any other stakeholders. The Panel may engage publicly on their published reports after they are published by BEIS.

**Role of the Chair**

The Chairperson is required to perform the following functions:

* Harness the full expertise of the Panel;
* Represent the views of a diverse group;
* Act impartially and ensure the independence of the Panel’s reports;
* Ensure the Panel stay within their remit and seek advice from BEIS where they are unsure;
* Act as point person between BEIS Project Manager and the Panel;
* Undertake the role of Chair in addition to your role as a Panel member.

**Role of the BEIS Project Manager:**

The Panel will have a dedicated Project Manager based in BEIS who will support the work of the Panel. They will not have the resource to carry out any analysis on behalf of the Panel but will:

* Be the primary contact point between the Panel and BEIS and its contractors;
* Arrange meetings for the Panel to convene, or meet bilaterally with the parties stated above;
* Facilitate information flows and feedback between the Panel and the parties stated above;
* Assist the Panel in recording meetings (for example, minute taking) and the production of its reports, if required (for example formatting and presentational aspects);
* Manage the contracts, monitor the budget and facilitate timely payments; and,
* Attend the meetings or sessions of the Panel, to facilitate the above tasks.

**Confidentiality**

The work of the Panel is confidential. This confidentiality applies to all papers and information provided to the Panel to facilitate its role as well as the papers prepared by the Panel. The Panel must not discuss or disseminate any information it receives beyond the Panel and the primary holder of that information. This includes the analytical details provided to the Panel for review. Any documents received in hard-copy must be securely stored and appropriately destroyed after use.

No confidential or restricted information will be shared electronically unless the appropriately secure channels are able to be used. Non-secure email addresses can only be used for administrative purposes, not for the exchange of information for the purposes of use in their role.

The Panel’s final reports will be published by Government. These will not disclose any confidential or commercially sensitive information that the Panel may have access to as part of its work. Following publication of the Panel’s reports, the Panel may discuss the content publicly provided that it does not disclose any information beyond that which is published.

Each Panel member will be required to sign a Non-Disclosure Agreement, a copy of which is attached to this tender pack.

Due to the confidential nature of the services, Panel members must not utilise other members of their respective organisations in preparing documents or assisting the Expert Panel to deliver their role. If BEIS believes that information is being shared by panel members without their authorisation in order to assist the Expert panel member in their role, then it reserves the right to terminate the agreement with that Panel member.

**Register of Interests**

The Panel must declare any related (personal or non-personal, financial and non-financial) interests and potential conflicts of interest at the start of the work and the Project Manager will hold a register to record these. The interests are those that might conflict with the Panel’s responsibilities as a member or Chair, or which may be perceived (by a reasonable member of the public, or industry) to influence their judgement. The register will be recorded and published on the BEIS public website alongside this Specification. As stated in the terms and conditions, Panel members and the Chair are obliged to inform BEIS of their interests and any potential or real conflicts of interest up front and any changes to them, as they occur. The published register will be updated monthly.

**Transparency**

To facilitate transparency in this process whilst maintaining the necessary confidentiality, Government will make public;

* Details of the Panel’s Terms of Reference,
* Membership of the Panel,
* Members’ interests (if applicable), and;
* The Panel’s final reports.

**Period of appointment**

The Panel is expected to be in place until March 2023.

**Time commitment**

The Panel is expected to work indicatively up to 9 days per annum. These days may not be equally distributed, and members may be expected to work from 0 to 4 days in a given month. This time includes that required to prepare for meetings, attend meetings and write and prepare the Panel’s reports to BEIS. In some circumstances, meetings could be called at short notice, so each Panel member will be expected to participate in urgent business as necessary. The Panel will work within the overarching timescales and milestones of the annual project plans.

**Expenditure reporting and invoicing to BEIS**

Panel members must report on their billable days worked and any relevant travel expenses (for example, for travel to/from Panel meetings). Travel expenses will be limited to standard class travel and only when agreed by BEIS, hotel accommodation budgets will be inline with those for BEIS staff. All expenses should be agreed by the BEIS project manager prior to invoices being submitted.

Members must list the tasks conducted for the time allocated and provide an explanation of the associated travel expenses. A template will be provided by the Project Manager and returns requested by e-mail.

The Project Manager must be informed before work is undertaken. Panel members are to submit their remuneration claims by invoice to the Department’s invoice processing office within 30 days of the relevant date, copied to the Project Manager.

The invoicing address and Purchase Order number to be quoted on the invoice will be advised upon appointment.

# Ownership and Publication

BEIS will be authorised to reproduce products and information in internal documents (including those shared with other Government Departments).

# Working Arrangements

The Expert Panel members will be expected to identify one named point of contact through whom all enquiries can be filtered.

# Skills and experience

The Expert Panel members should have the suitable skills and expertise required to deliver the role. This will be assessed on an individual basis at the point of tendering.

# Quality Management

The Expert Panel members should have measures in place to ensure that the deliverables produced are of a high quality and free from error.

# Budget

BEIS has created a ‘genuine pre-estimate’ of costs for this service and it is expected that the total cost of all five Panel members throughout the contract duration should not exceed £100,000 excluding VAT.

# Performance

BEIS will have a contract break option at any time up until the 31st of December 2021, during this period the contract can be terminated at discretion of BEIS.

BEIS will manage the contract and will regularly review performance with each Panel member based on the Expert Panel deliverables. Where the quality of deliverables are failing to meet BEIS’ expectations identified in both these requirements and the individual’s tender submission, BEIS will work with the Expert Panel member to identify measures to remedy these performance issues.

# **Data Protection**

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

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

**Processing, Personal Data and Data Subjects**

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

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

Email: dataprotection@beis.gov.uk

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

| **Description** | **Details** |
| --- | --- |
| Subject matter of the processing | The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide this service. The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. |
| Duration of the processing | Processing will take place from Contract Commencement for the duration of the Contract plus a 6 year retention period. The Contract will end on 31st December 2021. |
| Nature and purposes of the processing | The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. |
| Type of Personal Data  | Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. |
| Categories of Data Subject | Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.  |
| Plan for return and destruction of the data once the processing is completeUNLESS requirement under European Union or European member state law to preserve that type of data | The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion. Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department’s privacy notice found within the Invitation to Tender.  |

**Section 3**

**Further Information on Tender Procedure**

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# Definitions

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

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

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

# Data security

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

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

# Non-Collusion

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

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

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

**Annex A: Pricing Schedule**

**Day rate**

Please provide your intended price which you will charge BEIS for the following:

Price for 1 full day, a day being 8 hours in duration, in pounds Sterling excluding VAT.

|  |
| --- |
| £ |

**Annex B: Specialist Area**

Please indicate in the below table what Specialist areas you wish to be considered as the Expert Panel member for.

You are permitted to indicate interest in multiple areas. Where you do, please complete multiple sections for Quality questions 3 and 4 for each Specialist area you have indicated.

Please note, you are not required to complete additional responses to Question 3 and 4 if you are indicating an interest to be considered for the role of Expert Panel Chair.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Area | Oil | Gas | Coal | Energy Transition |
| Please right “YES” below the following Specialist areas you wish to be considered |  |  |  |  |

Would you wish to be considered for the role of Expert Panel Chair?

Yes [ ]

No [ ]