

Invitation to Tender for:

**The impact of the EU’s Decarbonised Gas and Hydrogen Package and associated regulatory change on UK gas markets**

Tender Reference Number: prj\_4294

Deadline for Tender Responses: **13th December 2024 17:00 (GMT)**

**Department for Energy, Security & Net Zero**

22/11/2024

The Department for Energy Security & Net Zero (“DESNZ” or the “Buyer”, the “Department” or the “Authority”) wishes to commission a project to examine the impacts of the EU’s Hydrogen and Decarbonised Gas Markets Package, adopted on 21 May 2024, on the UK’s natural gas, biomethane and hydrogen markets.

Enclosed are the following sections:

* Section 1: Instructions and Information on Tendering Procedures
* Section 2: Specification of Requirements
* Annex A: Pricing Schedule
* Annex B: Terms and Conditions

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 13/12/24 17:00 (GMT) via the Buyer’s eSourcing procurement portal, Jaggaer, in line with the instructions included in this Invitation to Tender (ITT).

I look forward to receiving your response.

Yours sincerely,

Sufyaan Basharat

Commercial Business Partner

International Net Zero Directorate

Email: internationalclimateandenergy.procurement@Energysecurity.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 that it 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 Bidders. We reserve the right to contact all those organisations who 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.

**INTERNATIONAL TRANSFERS**

Your personal data will not be processed outside the UK/EEA.

**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 Energy Security & Net Zero.

You can contact the Department’s Data Protection Officer at: DESNZ Data Protection Officer, Department for Energy Security & Net Zero, 3-8 Whitehall Place, London. Email: dataprotection@energysecurity.gov.uk.

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# Section 1:Instructions and information on the tendering process

# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. The Buyer reserves the right to vary this timetable. Any variations will be published on contracts finder and the Buyer’s eSourcing portal, “Jaggaer”.

Table 1: Indicative Procurement Timeline

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Early Market Engagement Event | **27/09/2024** |
| Competition published | **22/11/2024** |
| Deadline for questions relating to the tender | **03/12/2024 13:00 (GMT)**  |
| Responses to clarification  | **06/12/2024**  |
| Deadline for receipt of tender | **13/12/2024** |
| Evaluation of tender responses and Contract Award period | **13/12/2024 *– 07/01/2025*** |
| Contract start date (anticipated) | **08/01/2025** |
| Contract end date (anticipated) | **01/04/2025** |

# Contract Duration and Extension Options

The Contract is expected to end by 18th March 2025 or a date to be agreed between the parties, unless terminated or extended by the Buyer in accordance with the terms of the Contract.

The contract is to be for a period of 2.5 months, but DESNZ will reserve the option of being able to extend the contract by up to a further 3 months unless terminated in accordance with the terms of the contract.

Any additional activity to that stated in the original contract that DESNZ would require to be completed within the 3-month extension would be agreed between DESNZ and the successful contractor at no later than one month before the current expected contract end date.

# Procedure for Submitting Tenders

The maximum page limit for tenders is 10A4 sides for the Technical proposal (excluding workplan, pricing schedule and CVs).

To apply for this tender please register on the Buyer’s eSourcing Portal, “Jaggaer”, which can be found at https://beisgroup.ukp.app.jaggaer.com/. We are aware that the link for the Jaggaer portal includes reference to ‘BEIS’. For the avoidance of doubt, the Buyer is DESNZ. If you have any access or registration queries please email customersupport@jaggaer.com.

Tenders will be received up to the time and date stated. Tenders will be accepted through the eSourcing portal only. Emailed or hard copy information will not be accepted.

Please ensure that your tender is uploaded not later than the appointed time on the appointed date. The Buyer does not undertake to consider tenders received after that time.

**Please give yourself adequate time to familiarise yourself with the portal and submission requirements prior to the tender deadline.**

**Any issues or queries relating to the portal please contact the helpdesk on Phone 08000 698 632 or Email customersupport@jaggaer.com.** Please note that technical issues relating to the portal are unlikely to be resolved by the Buyer and as such you should contact the Jaggaer customer service team in the first instance.

The Buyer shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. The Buyer 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.

All Bidders will need to complete three sections to submit a bid as follows:

* Qualification Envelope including Declarations
* Technical Envelope for the upload of the Technical Proposal
* Commercial Envelope for the upload of the Commercial Proposal

Through the Technical Proposal the Buyer would like Bidders to demonstrate that they (and their partners where applicable) have a robust approach to delivery, that they understand the context within which the project operates and have the capabilities to undertake the project.

Through the Commercial Proposal we are looking to understand the cost of delivery. Commercial Proposals must be submitted in the provided template and **no reference to price is to be included in the Technical Proposal.**

# Clarification Questions

All questions should be submitted online via the eSourcing portal by **03/12/2024** **13:00 (GMT).** Questions submitted after this date may not be answered. Please consider asking questions as early as possible to enable the Buyer to provide a full and timely answer.

Answers to questions will be published periodically on the eSourcing portal and will be accessible to all Bidders. All Bidders should then take replies to questions into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so. If you consider that your question is confidential or commercially sensitive such that the response should not be circulated to all Bidders, please mark it as such. The Buyer will assess the question and whether the question can reasonably be considered confidential. In the event that we disagree you will be given the opportunity to withdraw the question before any response is circulated.

# General Conditions applying to this ITT

While the information contained in this ITT is believed to be correct at the time of issue, neither the Buyer, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Buyer.

If a Bidder proposes to enter into a Contract with the Buyer, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Buyer (or any other person) to enter a contractual arrangement.

The Buyer shall have the right to disqualify you from the competition if you fail to fully complete your response, or do not return all of the fully completed documentation and Declarations requested in this ITT.

The Buyer 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 ITT. If changes subsequently occur in relation to Tender responses, the applicable Bidder must promptly notify the Buyer of them. The Buyer reserves the right to disqualify any Bidder that fails to duly notify the Buyer.

Bidders will not be entitled to claim from the Buyer any costs or expenses borne or incurred in preparing Tender responses, whether or not the Tender response is successful.

# Conflict of Interest

The Buyer’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 as the presence of an interest or involvement of the Bidder, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

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

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

1. **During the bidding process, organisations may contact the Buyer 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 with Clarification responses on the eSourcing portal’s messaging function (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. **Bidders are asked to complete an online declaration whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case the Bidder 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, Bidders 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 Buyer exercising its right to terminate any contract awarded.

**Please note that all mandatory declarations can be electronically processed in the qualification envelope of the eSourcing platform. Hard copies or PDFs will not be required.**

# Early Market Engagement Event

On Friday 27th September an online Early Market Engagement Event was held regarding the project. The Event was not recorded, nor a transcript taken. Following this event, a copy of the slides, a draft specification, and questionnaire were sent to all attendees. Suppliers were invited to complete the questionnaire to gather their thoughts on the scope of the project presented.

1 response was received which indicated that the proposed research questions were feasible, and it was possible to deliver on the objectives to the budget and timeframe indicated.

# Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria.

***Declarations***

There are a number of Declarations required of Bidders when submitting a response to this procurement. These are the following:

* Declaration of non-collusion
* Form of Tender
* Conflict of Interest

These are contained in the Qualification envelope of the eSourcing portal and will require Bidders submitting a response to confirm the content of these declarations when completing their submission.

***Qualification***

In line with Public Procurement Notice 03/24[[1]](#footnote-2) (“PPN”), Bidders are required to complete a Supplier Selection Questionnaire, which is contained in the Qualification envelope of the Buyer’s e-sourcing portal.

The questions asked in Part 3 of the Supplier Selection Questionnaire on this procurement may differ from those Bidders may have responded to in other procurements and so it is recommended that Bidders give enough time to thoroughly review and complete this Questionnaire prior to the procurement deadline.

There are mandatory and discretionary exclusions to this questionnaire and the Buyer will follow the guidance as detailed in Annex D of the PPN to reject or accept a Bidder’s responses. If rejected, the Bidder’s response will not progress to Technical or Commercial evaluation and the submission will be removed from the competition. The Buyer reserves the right to seek clarification on responses given in a Bidder’s Supplier Selection Questionnaire.

Every organisation that is being relied on to deliver the proposed Services must complete:

* The Declarations
* Supplier Selection Questionnaire Parts 1 and 2

The lead Bidder, that whom the Buyer would contract with if successful, must complete the Qualification envelope online on the Buyer’s e-sourcing portal. The Qualification envelope can be downloaded as a file for other reliant organisations to complete and upload with the lead Bidder’s submission.

If Bidders are intending to form a Consortium for delivery as a proposed single legal entity (i.e. not one lead supplier and a supply chain) then the guidance in the Qualification envelope details how all consortium partners can complete individual Supplier Selection Questionnaires.

In this procurement the Buyer **does not require** all sub-contractors to complete Part 1 and Part 2 of the Supplier Selection Questionnaire.

For answers to Supplier Selection Questionnaire Part 3 - If a Bidder is bidding on behalf of a group, for example a consortium, or intends to use sub-contractors, the lead Bidder should complete all of the questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.

***Technical Evaluation***

An overview of the technical questions which will be asked for this procurement and their relative weighted score is provided in the table.

Table 2 Questions and relative weightings of Technical proposal

| Question number  | Question Topic  | Weighting  |
| --- | --- | --- |
| 1 | Methodology | *40%* |
| 2 | Team structure, experience, and technical expertise | 40*%* |
| 3  | Contract management  | *20%* |
| Total Quality Score  | 100  |

Bidders are required to provide responses to the technical and social value questions asked below. This will form the Bidder’s Technical Proposals and will be included in an awarded Contract. Technical responses are to be uploaded to the Technical Envelope on the eSourcing portal.

Tenders will be evaluated by at least three Buyer’s staff or staff from other relevant Departments of His Majesty’s Government as required. Technical and Commercial proposals will be reviewed separately with Commercial Proposals being reviewed by the Buyer’s Commercial team only.

The Buyer’s staff will independently review and score the Technical Proposals received. Only the information provided in answer to each question will be evaluated and scored for that question.

Following this a consensus meeting will be held, chaired by a representative of the Buyer’s Commercial Team, to reach agreement on scores for each proposal.

***Technical Quality Evaluation Scoring method***

Each question response in the Technical Proposal will be scored according to the requirements of the question and the Scoring Matrix provided in Table 3. Proposals will be awarded scores between 0 and 5 using the Scoring Matrix below, where scores will consist of whole numbers only; there will be no incremental, or ‘half point’ scores.

Table 3: Technical proposal Scoring Matrix

|  |  |
| --- | --- |
| **Score**  | **Description**  |
| 0  | Complete failure to address the Specification of Requirements  |
| 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  |

**PQP Minimum Quality Threshold**: Should any Bidder score 1 or below in any of the technical questions, the Buyer reserves the right to exclude them from the tender competition.

The total Technical Score will be calculated by applying the agreed score for a question against the question’s weighting as given in Table 2. The maximum number of marks possible will be 100.

Any Tenders deemed to be non-compliant following the Technical Evaluation will be excluded at that point and will not be considered in the Commercial Evaluation.

After reviewing and evaluating the technical responses, the Buyer may decide to request bid clarifications from Bidders. These discussions will be limited to clarifying elements of existing proposals and will not be an opportunity for the Buyer or the Bidder to improve or change proposals. Please ensure that when submitting your response, you confirm email addresses for contacts who will be available during this time to respond to any queries. Additionally, please ensure that the email address(es) attached to your registered account on the eSourcing portal is monitored daily to ensure that any clarification messages sent by the Buyer are actioned quickly.

***Final Evaluation Scoring method***

The Final Evaluation shall be determined by the Price Per Quality Point (PQP) mechanism, as detailed in Appendix II of the Government Commercial Function’s Bid Evaluation Guidance Note.[[2]](#footnote-3)

The PQP shall be calculated to four decimal places (applying standard rounding rules). The Tender with **the lowest PQP** represents the most economically advantageous tender and will be ranked first in this procurement.

The PQP will be calculated by:

1. Taking the Quality Score, which is the sum of weighted technical scores for each Technical question asked.
2. Dividing the price submitted by the Quality score, to give a PQP score for each bid response.

**The lowest PQP score will represent the most economically advantageous tender, and that Bidder will be awarded Preferred Bidder status.**

Table 4below is a worked example of this process. Please note, the figures within the table are provided for illustrative purposes only.

Table 4: Example of PQP Scoring and ranking

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Bidder  | Total Quality score of technical proposal  | Price submitted  | PQP Score calculation  | Ranking  |
| A  | 60  | £900,000  | (900,000 / 60) = 15,000  | 1st  |
| B  | 54  | £1,010,000  | (1,010,000 / 54) = 18,703.7037  | 4th  |
| C  | 72  | £1,200,000  | (1,200,000 / 72) = 16,666.667  | 2nd  |
| D  | 81  | £1,500,000  | (1,500,000 / 81) = 18,518.519  | 3rd  |

If the above method results in a tie, with more than one Bidder having the same lowest PQP score, then the Bidder having the lowest PQP score and the highest Quality score will be selected for award of the Contract as Preferred Bidder.

Should following this step there remain a tie, the technical questions will be ranked according to the highest weighting assigned to those questions and where questions have the same weighted score, the order of question number will take precedence. Then the tied Bidders will move down this question list until that point it is identified where a Bidder scores higher than (an)others, at which point they will be selected for Preferred Bidder status.

In the unlikely event that scores remain tied after following the above process, the Buyer will call those remaining tied Bidders for a presentation, details of this and the scoring method to be used will be shared prior to the presentation.

***Due Diligence Assessment on Preferred Bidder***

The Buyer will complete detailed due diligence in respect of the Preferred Bidder’s ITT response. This is to:

* 1. Re-assess information provided in respect of the Supplier Questionnaire questions to ensure that it is still accurate and to identify any new risks which may have arisen since the bid was submitted;
	2. Allow the economic and financial standing of the Preferred Bidder to be re-assessed;
	3. Allow testing and checking of financial models to ensure that bid prices are sustainable for the life of the Contract and to identify risk(s) associated with pricing commitments;
	4. Engage in “non-material” discussions about the Preferred Bidder’s ITT responses where a matter of clarification is required to avoid any ambiguity of understanding between the parties relating to the obligations of the Preferred Bidder in the performance of the Contract; and
	5. Provide final assurance that the Tenders put forward are achievable and any specific areas of concern identified within the Tenders are checked and confirmed as satisfactory.

The Buyer may seek external advice in order to complete the Due Diligence. The Buyer reserves the right to conduct Due Diligence on one or more Bidders and at the same time. The Buyer will not negotiate any aspect of the Preferred Bidder’s response during Contract Engrossment. Nor does it guarantee that a Contract will be awarded to any Preferred Bidder.

***Contract Award***

Bidders will be notified of the result of the procurement process through the eSourcing portal.

In the event that the Preferred Bidder is unable to enter into a contract with the Buyer to deliver the project for any reason, including but not limited to that described in the due diligence process above, the Buyer reserves the right to approach the next highest scoring compliant Bidder.

***Contract Engrossment***

The Buyer will engage with the Preferred Bidder in order to prepare the final Contract in readiness for the Contract Award announcement and Contract signature. This process will see the commitments made by the Preferred Bidder in its ITT response incorporated into the Contract.

***Technical Response Questions***

The below outlines the questions and associated weightings against which Technical submissions will be evaluated. Bidders should ensure that their proposal addresses all the requirements set out in the Specification of Requirements, these requirements have not been repeated in full here.

Bidders are requested to structure their submissions clearly with responses to each question asked below clearly identified.

All responses should be in minimum font size 11, portrait page orientation, have regular margins and all text in diagrams or tables to be of sufficient size to be legible without magnification**.** Information provided in addition to the stated page limits or provided via embedded hyperlinks will not be reviewed or considered.

Please upload each of your responses as a **separate PDF** for each question.

This means that for each question you answer, you should create a separate PDF file. For example, if there are three questions, you should have three individual PDF files, each containing the response to one specific question.

**Cover pages or letters should not be included in the bid**. Please consider reviewing the British Dyslexia Association Dyslexia Style Guide[[3]](#footnote-4) for formatting guidance.

**Question 1: Methodology – Weighting 40%**

Provide a clear and detailed delivery plan, which outlines the methodology and approach your team would take to deliver the tasks identified in the Specification of Requirements, Section 2: Specification of Requirements, outlining the rationale behind this methodology.

Responses should include:

* A clear explanation of how your proposed approach will meet the aims and objectives of the project and how it offers value for money to the Buyer in developing and presenting evidence when answering the proposed questions.
* An initial proposal for how the questions would be answered, detailing the methodologies to be used and any limitations to the approach.
* An explanation of your proposed approach to triangulating and synthetising multiple strands of evidence and engagement and how you will assess the rigour and relevance of evidence and make sense of contradictory input.

Higher marks will be awarded to those responses which:

* Demonstrate a clear understanding of the aims and objectives of the project.
* Clearly explain how value for money in the approach will be met.
* Detail how the deliverables will be achieved, giving confidence to the Buyer that the methods and activities proposed are deliverable, with evidence to support this deliverability.
* Provide a clear description of how evidence and engagement will be managed.

The response should be a maximum of **4 side(s) of A4**, in portrait layout.

**Question 2: Team structure, experience, and technical expertise - Weighting 40%**

Please outline your team structure as relevant to the engagement, detailing their experience and technical expertise.

Responses should include:

* Details of the proposed team and how the staffing approach will meet the objectives of the project.
* An organogram, showing the responsibilities of each team member and reporting lines.
* A list of relevant experiences of proposed team members, clearly and concisely detailing the team member’s ability to carry out the roles with short paragraphs, rather than CVs of each named project team member.
* Details of lessons learned from previous similar or relevant experiences.
* Summary of your organisation’s corporate sustainable and environmental objectives which will be adhered to when delivering this project.

Higher marks will be awarded to a response which demonstrates:

* A clear operating structure is provided which explains the roles, responsibilities, and reporting lines for each member of the team.
* The delivery team has the required/desired skills and capabilities to deliver the proposed activities with knowledge demonstrated across the project team and not concentrated in individual team members, or an approach to ensure that knowledge is shared across the team.
* Evidence of – and lessons learned from – previous experience where appropriate.
* A clear indication that project team members will not change over the duration of the project, unless clearly justified.
* Corporate sustainable and environmental objectives are provided with explanation as to how they would be applied in the delivery of this project.

The response should be a maximum of **4 side(s) of A4**, in portrait layout.

**Question 3: Contract Management – Weighting 20%**

Please set out how your organisation or consortium can deliver the requirements set out in the Specification of Requirements.

Provide an overview of the measures that will be undertaken, including:

* A project management plan, which includes a timeline and description of the activities that will be undertaken along **with number of staff days per task at an individual** **level.** It should not include pricing as this will be assessed in the Commercial Proposal. This should be attached separately as an annex in an Excel/pdf/Word file.
* Measures to ensure the quality of deliverables, including details of any quality management processes and review.
* A summary of key risks to delivery and mitigation measures proposed to address them.
* An overview of ethical considerations.

Higher marks will be awarded to a response which demonstrates:

* Measures are in place to ensure effective collaboration with members of the Buyer as well as any stakeholders, including the frequency and method of coordination.
* A clear, realistic, and justifiable breakdown of time and resource allocated to activities and deliverables is provided in a workplan.
* Robust ethical standards will be put in place and maintained throughout service delivery.
* Measures will be put in place to ensure that deliverables are of a high quality and delivered in a timely manner.
* A robust project management methodology that ensures that the contract deliverables are completed by the 1st of April 2024.

The response should be a maximum of ***2* side(s) of A4**, in portrait layout, **excluding** the project management plan which should be attached separately as an annex in an Excel/pdf/Word file and will be evaluated.

***Commercial Price response***

Bidders are required to complete Annex A, the Pricing Proposal and submit this and the final Price for services in the Commercial Envelope of the eSourcing portal.

All prices must be given in £ sterling. The Buyer will take the price submitted, including all non-UK taxes, such as non-UK VAT, and excluding VAT, and use this to inform the Final evaluation.

**PQP Maximum Price Threshold**: Bidders are not to exceed the stated budget for this procurement of **£50,000** (including all non-UK taxes and **excluding VAT**). Tenders received which exceed this may be removed from the evaluation. We note that this project will be described as research services which are VAT-able. The Bidders should undertake a VAT assessment themselves.

Bidders are reminded that neither the Buyer, its advisors, nor any other awarding authorities will accept any liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion applies to any statements made regarding the applicability of any UK or non-UK taxes. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Buyer.

***Abnormally Low Tender price***

The Buyer will assess prices submitted and if it is in the opinion of the Buyer that an abnormally low tender has been submitted by the Bidder, the Buyer, after clarification with the Bidder, may reject the submission from the competition.

# Terms and conditions applying to this Invitation to Tender

The Buyer’s Standard Terms and Conditions of Contract, Annex B, will apply to this contract. These can be downloaded from the Jaggaer Portal.

The winning Bidder will need to accept that the Buyer will use its own internal contract template together with the Buyer’s standard terms and condition, when issuing the contract. We will not accept or sign up to Bidder’s own order forms or terms and conditions.

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

# Further Instructions to Bidders

The Buyer 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, the Buyer may at its discretion extend the deadline for receipt of tenders.

The Buyer reserves the right to withdraw this Contract opportunity without notice and will not be liable for any costs incurred by Bidders during any stage of the process. Bidders 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 Buyer 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 Bidder expressly stipulates otherwise in their tender.

# Consortia or Significant Sub-Contractors

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.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the response. However, please note the Buyer reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

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

A delivery team of a lead organisation with significant Sub-Contractors may be considered to be more appropriate than a consortia for this competition. All named Sub-Contractors are expected to remain throughout the delivery of the Contract if the Tender is successful.

# Price

In submitting full tenders, Bidders confirm in writing that the price offered will be held for a minimum of 6 weeks from the closing date of the tender.

# Bid Clarification

After reviewing and evaluating the written proposals, DESNZ may decide to ask clarification questions of bidders. Please ensure that, when submitting your response, you confirm email addresses for contacts who will be available during this time to respond to any queries.

# Feedback

Feedback will be given in both the successful and the unsuccessful letters to Bidders.

# Section 2:Specification of Requirements

# Introduction

The EU’s Hydrogen and Decarbonised Gas Markets Package (hereby ‘The Package’) was adopted on 21 May 2024. It represents the first major piece of gas energy legislation to be enacted by the European Commission following the UK’s withdrawal from the European Union.

The Package, (especially when taken alongside other policy measures and regulatory changes), introduces wide-ranging measures intended to incentivise the development of hydrogen infrastructure, and a renewable and low-carbon gas market in the EU. Together with the Trans-European Networks for Energy (TEN-E) Regulation, it will constitute the new regulatory framework governing the construction of and access to hydrogen networks as well as the re-purposing, decommissioning and access to natural gas networks in the EU.

As such, the Package has the potential to impact on market access, infrastructure development and cross-border integration, competitiveness in natural gas, hydrogen and biomethane markets, and energy security.

These include but are not limited to:

1. The UK’s primary goal to achieve net-zero greenhouse gas emissions by 2050, as set out in the Climate Change Act 2008.
2. The UK’s goal to develop a hydrogen economy with a target of producing up to 10 GW of low-carbon hydrogen by 2030, with at least half of this capacity coming from electrolytic (green) hydrogen as set out in the UK Hydrogen Strategy 2021.
3. The UK’s goal to accelerate the production and use of hydrogen and low carbon gases, and to achieve energy independence as set out in the British Energy Security Strategy 2022.

The Department for Energy Security and Net Zero (DESNZ) is looking to commission research to improve our understanding of the Package and its possible effects on natural gas, hydrogen and renewable gas markets in the UK and the EU.

The primary objectives of the analysis we seek to tender will be to:

1. **Identify areas of potential regulatory divergence:** Identify and analyse specific areas where regulatory differences exist or may emerge between the UK and the EU concerning natural gas, hydrogen and biomethane markets, including pricing mechanisms, market structures, environmental and emissions standards, and certification as a result of the EU’s Decarbonised Gas and Hydrogen Package.
2. **Evaluate the impacts on market dynamics:** Investigate how identified actual or potential regulatory divergence influences market dynamics, such as competition, investment, and market liquidity, within both the UK and EU gas markets and the potential impact on hydrogen and biomethane markets.
3. **Examine trade implications and risks/opportunities for the UK:** Assess the impact of identified actual or potential regulatory divergence on natural gas, hydrogen and biomethane trade between the UK and the EU, including changes in import/export volumes, tariffs, and market access barriers. Assess the opportunities as well as risks to alignment/non-alignment.
4. **Assess implications for energy security:** Examine how regulatory divergence may impact energy security in the UK and EU, including supply reliability, diversification of sources, and infrastructure investments.

The project will involve two parts, one being an analysis of potential areas of divergence, with the second analysing the impacts of divergence through scenario modelling. This will meet the primary objectives of the project:

1. **Support policy recommendations:** Inform policy decisions on security of supply, gas market decarbonisation, biomethane and hydrogen frameworks.
2. **Support UK-EU Energy cooperation:** Provide objective analysis to support negotiations with the EU on cooperation on natural gas, biomethane and hydrogen markets.

# Requirements

The project aims to support delivery of the objectives listed above. To do so, we require from the Supplier research split into two parts:

Part A

Part A will be an analysis of the potential upcoming areas of regulatory divergence. The Tenderer will include an assessment of the current regulatory and policy landscape regarding natural gas, hydrogen, and low carbon gases, comparing and contrasting current approaches between the UK and key EU partner countries as well as EU-wide measures.

Key partner countries to the UK should be chosen based on a summary of current trading relationships across natural gas, hydrogen and renewables, with the report describing how these countries have been chosen. The Tenderer should include an assessment of likely positions of key partner countries in terms of meeting targets both at a country and EU level.

Finally, Part A will include a high-level assessment of risks to the UK in the event of divergence, in each of the aspects identified and in combination, including to security of supply. Considerations should be made for Northern Ireland and the Republic of Ireland.

Part B

Part B will investigate the connection between varying regulatory divergence and potential outcomes through scenario modelling. This will address the uncertainties created by the Package, recognising that the changing market structure could have a range of outcomes with differing impacts on EU market arrangements and on energy trade with the UK.

Scenario inputs could include the extent to which production and demand targets are met, in areas of divergence in various areas of regulation, or cost of production. These scenarios can be illustrative and will not necessarily reflect any UK policy position or UK government expectation.

Scenarios will be agreed in collaboration with DESNZ in the early stages of the project and should be informed by the tenderer’s expertise in natural gas, hydrogen and biomethane, extensive knowledge of production economics, trading arrangements, and the relevant regulatory frameworks. Scenarios should align with conclusions of Part A in terms of important areas of regulatory divergence and estimates of their impacts on key metrics, for example, hydrogen production and demand trajectories. Scenarios will be used to explore the impacts on market functioning across natural gas, hydrogen and biomethane.

Key outputs to emerge from scenario analysis could include, but are not limited to, cost of production, demand, trade volumes, cost of trade, and required infrastructure and investment to facilitate production, transport and trade. Outputs will again be informed by the Tenderer’s expertise and agreed with DESNZ in the early stages of the project. The Tenderer’s suggested scenarios and approach to analysing these should be included in the Tender response and will be scored in the application process.

Part B will include an assessment of how the Package could impact the outlook for natural gas, hydrogen and low carbon gases, key partner countries and potential competitors for UK exports, the ability of the market to facilitate the required volumes of trade, potential investments or policies that could encourage trade or give the UK a competitive advantage, and lessons learned for the UK from EU hydrogen market development initiatives. This will allow the identification of areas of opportunity for UK renewable and low carbon gases as a result of the Package, either through regulatory divergence or new trade opportunities.

Analysis should consider likely pathways for infrastructure development based on, for example, policy targets aimed at achieving net zero emissions in the UK and the EU. Scenarios will need to consider the various pathways that could be taken to achieve policy targets in terms of the balance of fuels and infrastructure required and include an assessment of optimal outcomes. This likely to require modelling capability, however the method of analysis will depend on the Tenderer’s capability and agreement with DESNZ.

Specific questions to answer through Part A and Part B include:

1. How do stated UK and EU energy policies align or diverge regarding the integration of renewable and low-carbon gases?
2. How do the stated UK energy policies align or diverge from key UK energy partners including Belgium, the Netherlands, and Germany?
3. What are the potential consequences of this divergence in terms of market functioning and security of supply?
4. What is the outlook for hydrogen and low carbon gas production and demand in the EU and the UK, and trade between the two? How does the Gas Package impact this? How do relevant Member States national plans impact the projected scenarios?
5. What impact might the Gas Package have on infrastructure investment?
6. What assumptions have been made about the projected scenarios?
7. What are the risks and opportunities to UK industry as a result of the Gas Package? How can the UK best place itself to take advantage of these?

This will support HMG to answer questions such as:

How can UK government policy support the competitiveness of UK natural gas, hydrogen and biomethane markets?

How can UK government policy best continue to support security of supply?

How could strategic investment in infrastructure, innovation, or policy give the UK a leading role in European low-carbon gas markets?

What lessons can the UK learn from EU hydrogen market development initiatives, and how can they be adapted for the UK context?

Additional research questions may be explored if deemed fit by the Buyer and the Supplier. This would be agreed during a project inception meeting and would be in addition to the core questions detailed above.

# Outputs

Key outputs would include a research report (Word document) and presentation (PowerPoint) outlining the results, along with supporting documents on the background and methodology including any data in Excel format. Whilst it is not the intention to publish final deliverables, the Supplier will produce them to a publishable quality, to be shared with contacts across Government.

The supplier would also be expected to provide DESNZ with the raw data underlying their analysis.

DESNZ expects to be able to provide comments on draft versions of deliverables. All comments are to be addressed to the satisfaction to the Buyer, prior to a final project being delivered.

The Tenderer will meet with DESNZ in the early stages of the project to discuss method of analysis and to decide on scenarios with follow up meetings at regular intervals to update on progress and provide steers. The Tenderer may be asked to present findings to a group of senior civil servants at the conclusion of the project.

The Buyer’s expectations in terms of quality assurance and delivery of data collection include:

* An opportunity to review and comment on all data collection materials prior to use.
* Receipt of clear and cleaned-up modelling output (if used), detailing all data sources, assumptions, variables etc. used in the model.
* A clear analysis framework which details how various strands of data collection and analysis have been brought together and evidence synthesised to answer the project's overarching research questions.
* A shared QA log from the supplier, which includes detail regarding internal checks and amendments undertaken and who is responsible for undertaking these activities.

Appropriate analysis and modelling tools may include but are not limited to: qualitative assessments and scenario analysis, impact assessment, econometric and/or regression analysis, distribution, spatial, multivariate, predictive and/or simulation modelling, use of energy system modelling, with scenario analysis and identification of barriers and how cooperation or coordination could mitigate these.

Data collection methods may include, but are not limited to literature reviews, case studies, depth interviews and stakeholder workshops. Where these data collection and stakeholder consultation methods are proposed, tenderers should set out in their bid how they will sample and recruit stakeholders for consultation, their approach to designing structured interview guides, their approach to analysis of this qualitative data, how any potential for bias will be avoided and how contradictory views or evidence will be dealt with.

This is not an exhaustive list, and we welcome other methodological approaches, as long as these are sufficiently justified in your bid response and will give the same quality outputs as these proposed methods.

# Timeline and Deliverables

The table below contains the key deliverables required by the buyer and expected dates of delivery. The project plan should include the selected list of key partner countries to explore, the final list of scenarios to assess, the methodological approach, and a confirmed list of target stakeholders for data collection and consultation. It will also include the finalised delivery dates. This plan will require sign off from the buyer.

|  |  |
| --- | --- |
| **Date** | **Deliverable** |
| Early January 2025 | Project Kick off |
| Mid/Late January 2025 | Finalised project plan to be signed off by DESNZ |
| January/February 2025 | Project team keeping in touch with service provider |
| W/c Early February 2025 | First-draft skeleton report, with at least any qualitative analysis drafted, to be quality assured by the Buyer’s analysts and policy teams to ensure it meets our expected standards.  |
| Mid-February 2025 | Draft report which includes all analytical findings to be shared with DESNZ for comment. |
| W/c Early March 2025 | Final draft of report, with final review from the Buyer.  |
| W/c Mid-March 2025 | Final delivery of report, including presentation to the Buyer to disseminate findings. |

The contract is to be for a period of 2.5 months, but DESNZ will reserve the option of being able to extend the contract by up to a further 3 months unless terminated in accordance with the terms of the contract. Any activity additional to that stated in the original contract that DESNZ would require to be completed within the 3-month extension would be agreed between DESNZ and the successful contractor at no later than one month before the current expected contract end date.

# Governance and Working Arrangements

The Supplier will be expected to identify one named point of contact through whom all enquiries can be filtered. Where requested, access to the Supplier’s analysts, including but not necessarily limited to assisting with analytical queries and discussing analysis, should also be facilitated by the point of contact.

A project manager from the Buyer will be assigned to the project and will be the central point of contact for the Supplier. The project manager will be available to answer queries and support development regularly, at least at a frequency of once *every two weeks*. This can be assessed with the Supplier if greater frequency is required, for example towards the end of the project.

The project manager, the Analytical lead, and the SRO of the Buyer’s team from which this funding comes, will be responsible for signing off the final outputs of the research project.

# Ownership and Publication

The Buyer will own the intellectual property of all deliverables. The output will be for internal HMG use only. The Supplier is not permitted to make reference to this project or publicise their engagement in this project as case study for marketing purposes or in response to tender opportunities. Its use in other projects or for teaching purposes is also not permitted.

# Quality Management

The Supplier should have measures in place to ensure that **all** deliverables produced are of a high quality.

In particular, the final deliverable must be:

* Inclusive of, as minimum standards, those measures detailed in the Government Social Research Code, The Green Book and The Magenta Book where appropriate.
* Appropriate for publication by a Government department.
* **Free from** **any errors** (such as, but not limited to, factual, grammatical, and formatting errors).
* Appropriately and robustly quality assured; approved by a senior member of the Supplier’s team; and supported by a detailed quality assurance log.
* Reflective and inclusive of the proposals made by the Supplier in their original tender.
* In alignment with the ‘[Aqua Book’](https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government) guidance on producing quality analysis, or in alignment with the Supplier’s own quality assurance processes, as long as the Buyer deems this to be of sufficient quality.

If the Buyer deems that the final deliverable is of unsatisfactory quality, for example, it contains grammatical errors or is insufficiently quality assured, then the Buyer reserves the right to make rounds of comments on areas that require addressing on the final deliverable. The Buyer also reserves the right to withhold final payment until a final deliverable of satisfactory quality, as deemed by the Buyer, is delivered.

The Buyer expects **all** deliverables to be of a high quality. However, the Buyer appreciates that other deliverables (this meaning those deliverables that are **not** the final deliverable, such as a draft report) may contain some minor errors.

Suppliers should factor quality assurance measures into workplan timelines.

# Quality assurance (QA) of modelling

If modelling is used in this project, it should include the delivery of a DESNZ pattern QA Log for modelling, which is additional to a standard QA Log.

If the supplier has proposed to use modelling in their bid, then all models and modelling must be quality assured and documented.

[This link](https://www.gov.uk/government/collections/quality-assurance-tools-and-guidance-in-decc) contains an externally accessible version of the Buyer’s Modelling QA guidance, and the modelling QA log. The modelling QA log should be filled during the project and submitted at project completion as a deliverable to demonstrate the QA undertaken.

When models are submitted to the Buyer, during the project or at completion, they should be accompanied by confirmation by a senior (partner or equivalent) of the contracting organisation, that the assurance has taken place in accordance with approaches outlined in the QA plan agreed with the Buyer.  Evidence of testing through development provided in support of the QA Log ratings greatly improves the level of confidence in it.

For all projects, suppliers must supply quality assurance evidence for any existing models they wish to submit to the Buyer. This must be:

* to a standard that is at least the equivalent of the Buyer’s internal standard, available at [this link](https://www.gov.uk/government/collections/quality-assurance-tools-and-guidance-in-decc)
* accepted as suitable by the Buyer.

# Artificial Intelligence

Where the supplier, or any of its sub-contractors, plans to use Artificial Intelligence (AI) or machine learning tools, including large language models, in the creation of deliverables, the supplier must inform the Buyer and the use of AI must be approved in advance. Where AI tools have been used in the creation of deliverables, the supplier and / or its sub-contractors, must check and verify deliverables for accuracy.

The supplier, or any of its sub-contractors, must not use confidential Buyer information, or information not already in the public domain, as training data for AI systems, for example, using confidential Government information gained from the contract to train AI or Large Language Models.

# Social Value

In addition to the aims, objectives and outcomes of the project, all UK Government contracts are required to contribute to wider social value as an additional benefit of the contract. Social value is a broad term used to describe the wider social, environmental and economic effects of an organisation’s actions, and how they contribute to the long-term wellbeing of individuals, communities and societies. More detail can be found [here.](https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources)

Social value is not just a policy requirement. Social value directly supports the mission of DESNZ and DESNZ International Net Zero. We require the selected Supplier to deliver social value in the delivery of this contract. Although the whole of the specification of this project could be considered as contributing to social value, this element is specifically focussed on how the evaluation contract is delivered by the Supplier and is not about the technical delivery methodology per se. Commitments on the inclusivity and benefits of the methodology should be included in the wider technical proposal.

Social value is not a specific costed activity but is an added co-benefit of delivery and an approach to delivery that is expected of all DESNZ suppliers.

# Sub-contractors

The Supplier must have measures in place to manage any sub-contractors and ensure that their selection is conducted in an open and transparent manner.

# Budget

The Buyer has created a ‘genuine pre-estimate’ of costs for this service. The budget is up to £50,000 exclusive of VAT, and inclusive of all non-UK taxes. Payment will be fixed price with payments to be made based on milestones.

# Payment

Bidders will provide an invoice schedule as part of their Commercial Proposal which should be taken into consideration in the estimated budgets and timelines. The Buyer would anticipate two invoices during the project delivery, but alternatives may be proposed by the Bidder.

Price will be fixed based on the commercial offers made. Payments, in GBP, will be linked to delivery of deliverables. The indicative milestones and phasing of payments is to be as detailed in the Pricing Annex.

Any payment conditions applicable to the prime Bidder must also be replicated with sub-contractors.

The Buyer 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. We expect that this will be replicated in any sub-contractor arrangements and the Buyer may request evidence that this is the case.

The Buyer reserves the right to amend the Contract to increase the scope of activities required of the Supplier, so long as any additional activities meet the objectives of the Contract. Contract amendments would be managed by a formal variation process and will be made with mutual agreement with the Supplier. This is only permitted if the proposals are compliant within the remit of Public Contracts Regulations 2015.

# Performance

To monitor delivery throughout the process, the Buyer will produce timelines with ongoing working group discussions. The Buyer will also set clear formal check-ins on the status of the key deliverables, checked against a risk register. This will help identify risks of timeline slippage early, and act accordingly to mitigate.

The Buyer will manage the Contract and have regular performance discussions with the Supplier, at least every two weeks. Where the quality of deliverables are failing to meet the Buyer’s expectations identified in both these requirements and the Supplier’s tender submission, the Buyer will work with the Supplier to identify measures to remedy these performance issues.

Where deliverables are taking significant rounds of comment from the Buyer prior to signing off as complete, the Buyer will only pay the amount given in the Contract and will not pay for additional drafting above and beyond expected. As such engagement with the Buyer during the drafting process to ensure that the final documents will be acceptable is essential.

**Annex A:**

**Pricing Schedule**

*Instruction: Please complete this annex and include it as a separate attachment to your submission.*

*Please complete multiple versions of this if your submission includes variations or options.*

*An editable version of this document is located on the eSourcing portal with the filename “prj\_4294 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 (ex VAT)** |
|  | £ |  |  | **£** |
|  | £ |  |  | **£** |
|  | £ |  |  | **£** |
|  | £ |  |  | **£** |
|  | £ |  |  | **£** |
| **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 offered (ex VAT)**  |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total**  | **£** |

**Part C – Sub-contractor charges**

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

**Part D – Full price offered**

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

**Invoicing Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity** | **Date of Invoice** | **Price (£)** | **VAT** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total |  |  |

**Annex B:**

**Buyer Terms and Conditions**

A copy of the Draft Terms and Conditions which would form the Contract for these Services are saved in the attachments section of the eSourcing portal – “prj\_4294 - Annex B Terms and Conditions.”

*Please note that 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)). We confirm it would be our intention to publish the Contractor’s tender submission, if that forms part of the Contract documents, redacted in line with the published* [*guidance*](https://www.gov.uk/government/publications/ppn-0123-requirements-to-publish-on-contracts-finder/guidance-on-the-transparency-requirements-for-publishing-on-contracts-finder-html)*. 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 and the published* [*guidance*](https://www.gov.uk/government/publications/ppn-0123-requirements-to-publish-on-contracts-finder/guidance-on-the-transparency-requirements-for-publishing-on-contracts-finder-html)

1. Procurement Policy Note 03/24 [↑](#footnote-ref-2)
2. <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> [↑](#footnote-ref-3)
3. <https://www.bdadyslexia.org.uk/advice/employers/creating-a-dyslexia-friendly-workplace/dyslexia-friendly-style-guide> [↑](#footnote-ref-4)