

Invitation to Tender: Technical Third Party Support (TTPS) Services to Net-Zero Innovation Portfolio (NZIP)

Tender Reference Number: 5150/06/2021

Deadline for Tender Responses: Friday 20th August 14:00

Department for Business, Energy & Industrial Strategy

Date: 12th July 2021

The Department for Business, Energy & Industrial Strategy ("BEIS") wishes to commission a contract for the provision of Technical Third Party Support Services to the BEIS Net Zero Innovation Portfolio.

Enclosed are the following sections:

• Section 1 (page 6) Instructions and Information on Tendering Procedures

• Section 2 (page 11) Specification of Requirements

• Section 3 (page 23) Further Information on Tender Procedure

• Section 4 (page 26) 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: Exclusion Grounds

• Annex C: KPI Management Framework

• Annex D: Terms and Conditions for the Contract

Please register your interest in submitting a tender for this project by emailing sice.tpps@beis.gov.uk. To apply for this tender please also register on the following website www.delta-esourcing.com. This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned by Friday 20th August 2021 14:00 clearly marked as "TENDER".

I look forward to receiving your response.

Yours sincerely,

Lexi Sears

E:mail: sice.ttps@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.

The legal basis for collecting your data is public task in accordance with Article 6(1)(e) of the General Data Protection Regulation.

Legal basis of processing

The legal basis for processing your personal data is processing 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

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 European Union.

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

Invitation to Tender for Tender Reference Number: Deadline for Tender Responses:

Contents

Α.	Indicative Timetable	7
B.	Procedure for Submitting Tenders	7
C.	Conflict of Interest	8
D.	Evaluation of Responses	9
E.	Terms and conditions applying to this Invitation to Tender	10
F.	Further Instructions to Contractors	11
G.	Checklist of Documents to be Returned	11

A. Indicative Timetable

The anticipated timetable for this open tender exercise is as follows. The Department for Business, Energy and Industrial Strategy 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	12 th July 2021
issued	
Deadline for questions relating to the	23rd July 2021 14:00
tender	
Responses to questions published	4th August 2021
Deadline for receipt of tender	20th August 2021 (14:00)
Invite suppliers for bid clarification (if	6 th September – 15 th September 2021
needed)	
All suppliers alerted of outcome	17 th September 2021
10 Day Standstill	17th- 27th September 2021
Contract award on signature by both	4 th October 2021
parties	
Estimated Contract start date	4 th October 2021

The contract will complete on 31st March 2025 unless terminated or extended by the Department in accordance with the terms of the contract.

B. Procedure for Submitting Tenders

The maximum page limit for tenders is (30) (excluding declarations, completed annexes and CVs). The required font size is Arial 12 with 1.15 line spacing.

To apply for this tender please register on the following website www.delta-esourcing.com. Please contact the Delta Helpdesk on 0845 270 7050 for any registration queries. Please upload your proposal before the deadline via BIP Solutions Delta Website.

For questions regarding the procurement process please contact Lexi Sears at sice.ttps@beis.gov.uk. Please use the title 'Enquiry - ITT for TTPS' as the email subject header'. Responses to enquiries will be published in an anonymous format.

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for a period indicated in the specification of requirements.

The Department 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 Department 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 sice.ttps@beis.gov.uk. All questions should be submitted by 23rd July 2021 14:00pm; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 4th August 2021 and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

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

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the data of submission.

C. 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 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 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 published on contract finder (in a form which does not reveal the questioner's identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
- Contractors are required to sign and return Declaration 3 (page 67) 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.

As outlined in Section 2 Sub-section 1, the likelihood of Conflict of Interest situations arising throughout the longevity of the 3.5-year contract will be significant. This is in particular reference to suppliers who may bid for additional NZIP (Net-Zero Innovation Portfolio) funding through other competitions. It is expected and mandated in the evaluation criteria for suppliers to acknowledge this and detail their proposed mitigation and governance strategy for any arising COI matters. The conflict of interest assessment for suppliers who may be bidding for NZIP funding for future competitions will be on a case-by-case basis, as the context is not strictly a yes or no answer. Suppliers should be mindful of this before delivering services through TTPS. For example, it will not be expected that suppliers would be able to bid for funding for competitions they had been involved in scoping or bid assessing for example.

Further explanation of the Conflict-of-Interest policy for this contract is outlined in Section D below and in Section 17.1.

D. Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Each lot will be evaluated separately by at least three BEIS evaluators. Further details are provided in the specification.

As outlined above (section C) we have implemented a strict Conflict of Interest policy that we expect to be addressed in suppliers' bids. As part of this Conflict-of-Interest policy, there will be a restriction on the number of lots suppliers can be awarded. This is as follows:

- Suppliers intending to bid for Lot 1 <u>can only be awarded Lot 1</u> (Technical Coordinator). This is inclusive of consortia or sub-contracting involvement in any capacity.
- Suppliers intending to bid for <u>Lots 2-5 can only win a maximum of 2 Lots</u>. This is inclusive of consortia or sub-contracting involvement in any capacity.

For clarity, there is no restriction on the number of lots suppliers can bid for.

However, the restrictions are applicable for lot award. Suppliers will be expected to explicitly outline which lots they have bid for.

BEIS will award the winning bid that scores highest against the criteria and weighting listed in the Evaluation Criteria (section 17).

In the instance that a <u>supplier was involved in the highest scoring bid for 3 lots</u>, there will be a set process that will decide which lots are awarded if each score is the same. This is as follows:

- 1st Highest scoring price. If this is still the same;
- 2nd Highest scoring 'social value' criterion. If this is still the same;
- 3rd Awarded in order of budget value preference; Lot 3, then Lot 5, then Lot 4, then Lot 2, then Lot 1.

In the instance that <u>two suppliers score the same for one given lot</u>, there will be a set process that will decide which lots are awarded if each score is the same. This is as follows:

- 1st Highest scoring price. If this is still the same;
- 2nd Highest scoring 'social value' criterion. If this is still the same;
- 3rd Awarded in order of budget value preference; Lot 3, then Lot 5, then Lot 4, then Lot 2, then Lot 1.

In the instance that a <u>supplier bids for Lot 1 and one or more of the other lots</u> (Lot 2, 3, 4 or 5) and they were to be the highest scoring bidder for both lots, their highest scoring lot would be awarded. If these were the exact same score, they would be awarded in order of financial value; Lot 3, then Lot 5, then Lot 4, then Lot 2, then Lot 1.

We encourage suppliers to consider this restriction if forming consortia. If suppliers are part of more than 2 winning bids, there will be a risk of not being awarded a bid, effecting the other consortia members in the 3rd bid. Suppliers should note that as part of the evaluation criteria for Lots 3, 4 and 5, there is an allocation of weighting given to the inclusion of SME expertise and inclusion of such expertise in consortia. We encourage suppliers to consider this.

BEIS are open to accepting proposals and different approaches to mitigating Conflict of Interest as the priority is to encourage aligned working wherever possible.

E. Terms and conditions applying to this Invitation to Tender

Cabinet Office's Mid-Tier Terms and Conditions of Contract will apply to this contract. There are core terms and a number of schedules with apply. A list of these can be found in Annex D and will be uploaded to the Tenderbox separately to this document.

F. Further Instructions to Contractors

The Department reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 23rd July 2021. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

G. Checklist of Documents to be Returned

- Proposal (maximum (30) pages)
- Annex A: Pricing Schedule
- 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

Section 2

Specification of Requirements

Invitation to Tender for Tender Reference Number: Deadline for Tender Responses:

Contents

1.	Introduction and summary of requirements	
2.	Background - Net-Zero Innovation Portfolio Themes	
3.	Aims and Objectives	
4.	Methodology	19
5.	Outputs Required	21
6.	Ownership and Publication	31
7.	Quality Assurance	31
8.	Timetable	
9.	Challenges	
10.	Ethics	
11.	Working Arrangements	
13.	Skills and experience	
14.	Consortium Bids	41
15.	Key Performance Indicators	42
16.	Budget and payment	43
17.	Conflict of Interest – Restrictions	46
18.	Evaluation criteria and scoring methodology	48
18.1.	Evaluation Criteria for Lot 1	
18.2.	Evaluation Criteria for Lot 2	Error! Bookmark not defined.
18.3.	Evaluation Criteria for Lots 3, 4 and 5	55

1. Introduction and summary of requirements

The BEIS Net-Zero Innovation Portfolio has a £1 billion budget from 2021-2025, announced in the Prime Minister's ten point plan for a Green Industrial Revolution, to accelerate the commercialisation of low-carbon technologies, systems and business models in power, buildings, and industry. The Portfolio will decrease the costs of decarbonisation and set the UK on the path to a low carbon future. It will create world-leading industries and new green jobs, invest in our regions, and help make the UK a science and innovation superpower.

Focused on 10 priority themes, it includes:

- Future offshore wind
- Nuclear advanced modular reactors (supported through the aligned Advanced Nuclear Fund)
- Energy storage and flexibility
- Bioenergy
- Hydrogen
- Homes
- Direct air capture and greenhouse gas removal (GGR)
- Advanced CCUS
- Industrial fuel switching
- Disruptive technologies

The themes were developed by Science and Innovation for Climate and Energy (SICE) directorate and are in delivery stage. Each theme is structured with several programmes (described below) and individual projects to deliver the programme and theme aims.

The number of projects to deliver each programme varies and giving an indication of the number of programmes across the longevity of NZIP is not possible. However, as best indication, currently there are approximately 27 projects in the BEIS Net-Zero Innovation Portfolio pipeline for 2021/2022. Please note that these numbers are subject to change.

As additional context, SICE's previous portfolio, the Energy Innovation Portfolio (EIP), was supported by the previous third-party support contract in 122 total programmes and projects. The EIP was a £505million portfolio and the previous third-party contract had a total value of up to £4.9million.

It is anticipated that during the first six months that the contract is operational over this financial year (September 2021 - March 2022), there will be an estimated total of 10 programmes that require support across all lots and relevant tasks. This cannot be confirmed and is based on anticipated figures.

Project durations vary from a 3 to 6-month feasibility study to 12 to 36 months for individual innovation projects. Projects vary in technology, delivery method, size and value and typically have sites located across the UK. Due to the variability of projects, the level of work required and time input for each project will vary.

More information on SICE's current launched competitions and programmes can be found here: https://www.gov.uk/government/collections/net-zero-innovation-portfolio

Currently, our Net-Zero Innovation Portfolio (NZIP) project competitions are managed by the in-house team, which is comprised of generalist and specialist civil servants, and also

currently managed by the incumbent supplier for the Energy Innovation Support Programme (EISP) contract. This contract will be the EISP successor and Technical Third-Party Support (TTPS) will replace EISP. The incumbent supplier will continue to deliver third party services through the EISP until the contract completion. This contract, TTPS, will support new and pipelined programmes throughout the rest of the NZIP duration.

In order to deliver each theme, SICE requires further skilled support including specialist technical expertise and project management expertise to support the development of projects, the bid appraisal process, delivery of the programmes and social research expertise. Support is also required for monitoring and evaluating the progress of numerous projects which have been successful in their application across programmes in each theme.

This ITT is seeking to identify a supplier or consortium formed from carefully selected suppliers to provide technical expertise to deliver the following tasks:

- 1. Programme Development Support
- 2. Bid Review and Selection
- 3. Programme Management
- 4. Monitoring
- 5. Evaluation and Social Research

1.1 Technical Third-Party Support (TTPS) Lots

Each technical theme within the Net-Zero Innovation Portfolio will have a number of programmes in delivery throughout the duration of the portfolio (until March 2025). The number of projects to deliver each programme varies and giving an indication of the number of programmes under each theme across the longevity of NZIP is not possible. However, as best indication, currently there are approximately 27 projects in the BEIS Net-Zero Innovation Portfolio pipeline for 2021/2022. Please note that these numbers are subject to change.

The contract will be split into the following lots, to address the scope and breadth of expertise and support required. There is an indicative list of programmes already launched under each lot, although this is subject to change.

	Tasks	Technical areas and themes	Examples of NZIP programmes launched
Lot 1 – Technical Coordinator	Oversight of: Task 1 — Programme Development Support Task 2 - Bid Review and Selection Task 3 — Programme Management Support	Across all Net-Zero Innovation Portfolio themes with oversight of the technical themes in Lot 2, 3, 4, and 5	All NZIP programmes and projects, examples as below in Lot 3, 4 and 5.

	• Task 4 –		
Lot 2 – Social	Monitoring Task 5 – Evaluation and Social Research Delivery of:	Across all Net-Zero	All NZIP
Research and Evaluation	Task 5 – Evaluation and Social Research	Innovation Portfolio themes.	programmes and projects, examples as below in Lot 3, 4 and 5.
Lot 3 – Carbon Control and Storage	Delivery of: Task 1 — Programme Development Support Task 2 - Bid Review and Selection Task 3 — Programme Management Support Task 4 — Monitoring	 Long Duration Energy Storage Industry & CCUS (including biomass conversion) Greenhouse Gas Removal Hydrogen & Fuel Switching Systems, networks and integration Energy markets and regulatory expertise Manufacturing expertise 	 Biomass Feedstock Supply Innovation Programme Ph1 Green Distilleries First of a Kind Long Duration Energy Storage CCUS Innovation 2.0
Lot 4 – Energy Consumption	Delivery of: Task 1 — Programme Development Support Task 2 - Bid Review and Selection Task 3 — Programme Management Support Task 4 — Monitoring	 Domestic Hydrogen Artificial intelligence New build Smart and in-home energy management systems EEF – Energy Entrepreneurs Fund Disruptive Technologies 	 Energy Entreprene urs Fund 8 Alternative Energy Markets
Lot 5 – Energy Generation and Distribution	Delivery of: ■ Task 1 – Programme	BioenergyNuclearFloating Offshore Wind	Floating Offshore Wind Demonstrati on and

Development Support Task 2 - Bid Review and Selection Task 3 - Programme Management Support Task 4 - Monitoring	 Onshore wind Biomass boilers Solar Heating Hydrogen Supply Heat Pumps + Retrofit Heat distribution 	Feasibility Studies Radar – Mitigation ph2 Composites phase 2 Hydrogen Supply 2
--	---	--

The supplier(s) in Lot 1 will work alongside, and in close partnership, with the BEIS team to coordinate the delivery of Lots 2-5.

Bids will be submitted into lots and assessed against the relevant evaluation criteria.

It is anticipated that a consortium of contractors or a lone bidder per lot will be selected, being those receiving the highest scores against the criteria within the relevant lot.

The table below gives the total budgets allocated for funding for each lot over the lifetime of the contract (September 2021 – March 2025). However, the total value of each lot may be subject to change throughout the duration of the contract.

This will be an open competition with five lots. The contract(s) will be a time and materials model.

Lot	Total Budget (incl VAT)
Lot 1 – Technical Coordinator	£1,200,000
Lot 2 – Social Research and Evaluation	£1,000,000
Lot 3 – Carbon Control and Storage	£4,700,000
Lot 4 – Energy Consumption	£3,100,000
Lot 5 – Energy Generation and Distribution	£4,300,000
Total:	£14,300,000

2. Background - Net-Zero Innovation Portfolio Themes

This contract will cover the ten Net-Zero Innovation Portfolio themes as below.

Advanced Nuclear

Priorities for advanced nuclear are focussed on putting the UK on a path towards an Advanced Modular Reactor demonstrator, to be operational by 2029 – the technology would enable nuclear to produce high-temperature heat and hydrogen. Parallel activity on Small Modular Reactors is being undertaken by UKRI "Low Cost Nuclear" Industrial Strategy Challenge Fund.

Offshore Wind

Priorities for floating offshore wind include unlocking very high (50GW+) offshore wind ambition which requires technologies to access deep waters. We will aim to support innovation which will drive rapid cost reduction in floating offshore wind, potentially including UK demonstrators in the water by 2025. This will assist domestic firms to access support under any future changes to the Contracts for Difference programme.

Hydrogen

Priorities for hydrogen include 1000 home consumer trials by 2023 (subject to completion of safety testing, and HSE approval) to test consumer behaviour, and trial appliances. This would build on our current £25m investment to develop hydrogen-ready boilers, and support policy decisions on the future of the gas grid to be taken by 2025. Additionally, innovative production and storage of hydrogen, reducing costs, which will support fuel switching in our industrial sectors.

Bioenergy

Priorities for bioenergy include addressing Committee on Climate Change analysis on the significant role of bioenergy in meeting Net Zero. We would support trials to maximise yield (to address issues around competing land uses); how to reduce processing costs; and new technologies to convert biomass into biomethane or biohydrogen.

Industrial Fuel Switching and

Priorities will include trialling industrial fuel switching. The aim will be to support decarbonisation across the UK's industrial base, strengthening UK global expertise and continuing to catalyse project and technology development and the UK supply chain.

Carbon Capture Use and Storage (CCUS)

Priorities include the development of novel Carbon Capture technologies. The aim will be to fund innovative technologies with high carbon capture rates (above 95%). The objective of the £20 million CCUS Innovation 2.0 programme is to support innovation projects that either significantly reduce the cost of Carbon Capture Usage and Storage (CCUS) or help UK industry to understand the opportunity for deploying next generation carbon capture technology on industrial, waste, or power generation sites for 2030.

Heat pumps and Buildings retrofit

Heat pumps are one of two key pathways to decarbonise heat, but costs remain high; consumer acceptance is low; and the supply chain is fragmented. Further consumer trials and innovation support, including potentially for business model innovation are planned. Further innovation is also needed in building fabric, including large buildings retrofit, and energy efficiency. Overall resulting in 3000-5000 home trial.

Smart Energy and Energy Storage

Under our current programme we had £155m of energy storage demonstrator projects we were unable to take forward due to budget constraints. Under this next programme we would seek to unlock some of these projects; and move towards a 500MWh demonstrator. Building on UK expertise in virtual management of energy assets, flexibility management and trading, we intend to support large-scale flexibility trials to demonstrate effective integration of much higher proportion of renewable generation.

<u>Disruptive Technologies</u>

Artificial Intelligence (AI) potential is being unlocked by the next generation of big data and increased processing power. This will enable us to support projects such as: wind generation forecasting; grid stability and reliability; energy demand forecasting; and optimised energy storage. But there are many other technologies that might play a part in the transition to net zero and we will seek to identify and support a range of the most promising. This includes The Energy Entrepreneurs Fund (EEF) which is a competitive funding scheme for SMEs to support the development of technologies, products and processes in energy efficiency, power generation and storage. Funding will allow us to launch the next round of funding support for relevant company proposals – target of supporting additional 150 companies by 2025.

Greenhouse Gas Removal (GGR)

Supporting the development and demonstration of new GGR technologies, systems and processes in the UK, to reduce potential costs through targeted projects, and maximise funding and collaboration opportunities that will benefit UK clean growth sectors and align with industrial strategy objectives.

The £1billion budget allocated to NZIP is spread across all ten themes, with each theme allocated a specific budget to deliver key programmes. An indication of the overall number of programmes that will require support within the scope of this contract is not possible, given the variability and longevity of the portfolio. However, under the department's previous £505million portfolio of innovation work, the Energy Innovation Portfolio (Net-Zero Innovation Portfolio's predecessor), there were a total of 56 programmes that were delivered. The total number of programmes pipelined for NZIP is vastly different given the increased scope and technological themes, however this provides an indication of the level of past service provision.

The Net-Zero Innovation Portfolio objectives are:

- 1. Supporting the development and demonstration of new energy technologies, systems and processes.
- 2. Stimulate private sector investment in the most promising mid-to-late stage low-carbon energy innovations facilitating commercialisation.
- 3. Maximise international coordination and collaboration opportunities to achieve a timely and efficient low carbon transition.
- 4. Maintaining UK international leadership in areas that will benefit the UK clean energy sector and align with Industrial Strategy objectives.
- 5. Ensure UK policies on national and international ambition, and on decarbonising the energy system and built environment, are based on the most up-to-date and robust technical evidence.
- 6. Drive international action on climate change by promoting research and innovation efforts to drive down costs globally and build new markets.

3. Aims and Objectives

The aim of the Technical Third Party Support Programme is to provide support to the ten themes, including project development, management, technical input and evaluation.

Key objectives:

- The Net Zero Innovation Portfolio, its themes and programmes are designed and delivered based on robust technically and commercially informed advice. This will be achieved through the provision of this advice during business case and ITT development for all NZIP programmes between September 2021 and March 2025.
- Contracts and grants awarded to a portfolio of projects on a basis that is consistent, evidence-based and in line with programme aims and assessment criteria. This will be achieved through the provision of quality technically and commercially informed advice during project selection processes that occur on NZIP programmes between September 2021 and March 2025.
- 3. Establishment of clear and realistic project plans, and an understanding of monitoring requirements, for all project lead organisations at project commencement. This will be achieved through the provision of quality technically and commercially informed advice during the review of project plans for all NZIP projects that start between September 2021 and March 2025.
- 4. Effective management of all NZIP projects and programmes. This will be achieved through the submission of monthly project progress reports, and project closure reports, to BEIS programme teams between September 2021 and March 2025.
- 5. Support the evaluation of key programmes within the NZIP. This will be achieved through the delivery of evaluation and research activities to BEIS on selected programmes between September 2021 and March 2025.

4. Methodology

Technical Third Party Support services are needed to ensure NZIP programmes and projects are designed, managed and delivered with support based on the most up-to-date technical and commercial expertise.

As such, a high-level overview of the tasks required, and their intended outcomes are as follows:

- Programme Development Support: Portfolio, themes and programmes that are designed based on the most up-to-date and robust technical and commercial evidence.
- 2. Bid Review and Selection: Contracts and grant agreements that are awarded to organisations on a basis that is consistent, evidence-based, and most likely to meet their stated aims. This will include making expert judgements on the technical viability of proposals, the credibility of envisaged routes to market, the project delivery plan and overall value for money offered by the project bids.
- 3. Programme Management Support: Consistent technically informed reviews of project milestone reports and accompanying evidence to confirm the extent to which milestones have been reached. This will provide an assurance that BEIS can guard against fraud in the use of public funds and have early sight of any issues in project delivery.

- **4. Monitoring:** Projects and programmes that are monitored against credible, realistic and technically accurate milestones and aggregated reports on Portfolio KPI Performance Metrics are produced at a theme and portfolio level.
- **5. Evaluation and Social Research:** Projects and programmes that have evaluation plans, objectives and methodologies designed based on specialist expertise and they are designed and managed based on the most up-to-date and robust social research evidence.

In order to access the breadth and depth of technical and commercial expertise required to support the Net-Zero Innovation Portfolio, this contract has been divided into five lots.

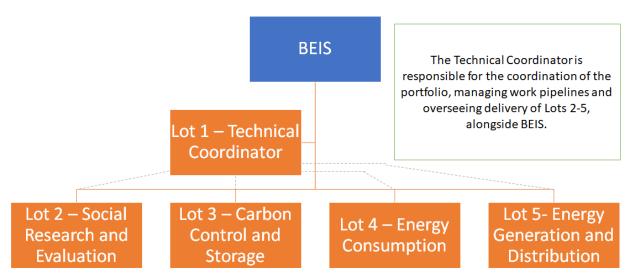
The relevant tasks, as detailed above, are highlighted under the appropriate lot below.

	Task 1 – Programme Development	Task 2 – Bid Review	Task 3 - Programme Management	Task 4 - Monitoring	Task 5 – Social Research
	Support	and Selection	<u>Support</u>		and Evaluation
Lot 1 – Technical					
<u>Coordinator</u>					
Lot 2 – Social Research and					
Evaluation					
<u>Lot 3 –</u> Carbon					
Control and Storage					
Lot 4 - Energy					
<u>Consumption</u>					
Lot 5 - Energy Generation					
and					
<u>Distribution</u>					

Green = delivery

Amber = oversight and coordination

The below graphic illustrates the ways of working across lots within the defined governance arrangements as described in the working arrangements.



All lots are independent from each other, with the exception of Lot 1's coordination of all lots individually. Lot 1 will not be accountable for the delivery of work packages and will hence never liable for such. Each of Lot 2, Lot 3, Lot 4 and Lot 5 will be independently liable for the delivery of work packages. However, due to Lot 1 acting as the coordinator for all lots, Lots 2, 3, 4 and 5 will have a collaboration agreement between themselves, lot 1 and BEIS to ensure a clear line of responsibility and agreement of risk and liability. For example, Lot 2, Lot 1 and BEIS will have a collaboration agreement and Lot 3, Lot 1 and BEIS will have a collaboration agreement. BEIS will retain a contractual agreement with the supplier(s) of each lot. The working practices and ways of working between lots will be defined through this joint collaboration agreement.

Lots 2, 3, 4 and 5 will be required to submit monthly reports to the Lot 1 supplier(s), which will detail what work packages have been delivered and the resources mobilised to deliver. This will then form the basis of invoicing. Meetings are also to be monthly at a minimum and may be more frequently if necessary.

BEIS will retain a contractual agreement with the supplier(s) of each lot. However, each of Lots 2, 3, 4 and 5 will have a commercial agreement with the Lot 1 Technical Coordinator for reporting and coordination purposes.

5. Outputs Required

The tables below sets out the required outputs for each lot.

Please note – the outputs required for Lot 3, Lot 4 and Lot 5 to deliver are the same. However, the technical themes specified are different and outlined in section 1.

The intention is that these Technical Third-Party Support contracts will support, with specific technical expertise, the design, development and management of the Net-Zero Innovation Portfolio. Suppliers will not be accountable for building or leading on areas of the portfolio. These contracts will provide support and advice to BEIS on the delivery of our NZIP portfolio. While the services in demand will be integral to the delivery, the overall portfolio design and delivery will be BEIS' responsibility.

Suppliers in all lots are required to have an element of programme/project management

expertise to be able to manage and coordinate the relevant lot and service provision as a whole.

Lot 1 Required	Outputs		
	Tasks	Description	
Lot 1 – Technical Coordinator	Required Oversight and coordination of all tasks	The technical coordinator (Lot 1) will provide technical and commercial expertise to manage the delivery of work packages, coordinating and integrating delivery of the subsequent Technical lot contractor(s) in coordination with BEIS.	
		The technical coordinator will therefore be responsible for the end-to-end management of contractors for subsequent work packages ensuring their performance against agreed deliverables and milestones and coordinating their outputs with oversight from BEIS.	
		The Coordinator will help to define the technical requirements, allocate the work to the different suppliers in each lot in consultation with BEIS, check that the work is delivered on time and to quality and escalate any issues to BEIS.	
		Suppliers should note that the Lot 1 will cover all technical themes in the NZIP portfolio at a high level. Therefore, it is required for suppliers to have a high-level understanding of all technical themes to act as an intelligent customer.	
		Management, monitoring and administration of work packages to relevant technical lots and contractor(s)	
		Effective management, monitoring and administration of contracts, including: Providing and developing appropriate schedules. Attending all contract meetings as BEIS's representative, with appropriate engagement with BEIS project manager and BEIS procurement. Providing initial validation of whether contractor deliverables have been satisfactorily achieved and initial sign-off of contractor timesheets. Providing advice and direction to technical lots' contractors Ensuring effective integration and coherence between individual work packages.	

 All other tasks associated with management of technical lots' contractors acting on behalf of BEIS working alongside the BEIS project manager.

Overseeing delivery of the technical lot contractor(s)

- Assuring delivery of specified outputs and attainment of milestones, including:
 - Specifying the reporting requirements as part of the work package and undertaking the appropriate quality assurance when managing the delivery.
 - Ensuring that regular progress reporting to the programme board summarises and integrates data, results and findings from the different work packages and results Ensuring that all work packages produce a final report that is fit for purpose setting out the work, results and conclusions.
 - Providing recommendation and advice to BEIS for acceptance of delivery for consideration by the programme board.

Budget and finance management

- Effective budget and finance management at a holistic and individual lot level throughout the contract to ensure that the delivery of work packages within each lot is within budget, including
 - Manage the programme budget on behalf of BEIS
 - Develop detailed baseline programme budget for approval by the programme board
 - Provide timely and accurate advice to BEIS on delivery of results and milestones met to enable BEIS approval for invoicing and payment at individual project / work package level of activity in this and all other lots
 - Provide BEIS and the programme board with regular overview of programme expenditure

Lot 2 Required	Outputs	
	Tasks Required	Description
Lot 2 – Social Research and Evaluation	• Task 5	Supporting the BEIS internal evaluation team in key NZIP evaluation activities including: Scoping of key evaluation questions Designing evaluation approach and plans, including primary research with portfolio stakeholders where necessary. Creating and updating Theories of Change Support in setting out the evaluation objectives and research questions at an individual project level, in line with BEIS objectives and desired outcomes. Evaluation support across work packages as required including:

 Where required, help to ensure that evaluation and research activities are conducted, including primary research. If required, final reports should be available within three months of project completion, conform to BEIS report writing
be available within three months of project

	Tasks Required	Description
Lot 3 – Carbon Control and Storage Lot 4 – Energy Consumption	 Task Task Task Task Task 	The following tasks are applicable to Lot 3, Lot 4 and Lot 5. Each of lot 3, 4 and 5 will provide Programme Development Support, Bid Review and Selection, Programme Management Support and Monitoring support to programmes that fall under each technical theme specified under each lot (see section 1.1).
Lot 5 – Energy Generation	4	Task 1: Programme Development Support Detailed technically and commercially informed programme design
Distribution		 Support the detailed design and specification for each project for approval by the programme board Involvement in pre-tender meetings and events, ensuring full involvement of the BEIS project manager and procurement, with full engagement with the potential supplier base. Support BEIS in the development of all aspects of the business case and tender documentation for each project, in line with public procurement principles of equality of treatment and transparency, including: Scope (technical specification) Deliverables and outputs required Award criteria Evaluation criteria Key performance indicators Tender return information Pricing requirements / notes on pricing

- Milestone payment definitions
- Tender timescales
- All other tender related information
- Drafting of credible and realistic, technical milestones that will be linked to the staged payment of contracts or grants
- Carrying out techno-economic reviews of available academic, published and industry literature of innovative technologies.
- In the technical definition of programmes, the contractor will need to support analysis and modelling of potential programme impact, including technology cost reductions and CO2 reductions. The development of metrics for each programme against which the projects can be assessed, costs of different technologies and to analyse the expected cost and CO2 reduction which could result from innovation technologies.
- Work with industry and BEIS to identify the key technologies and processes that offer the maximum UK CO2 mitigation potential. A brief overview of each technology/process should be produced, identifying the costs and benefits of each. This analysis must:
 - Produce, for each technology/process indicative costs for both the capital expenditures (CapEx) and operating expenditures (OpEx).
 - Use the information from this analysis to information potential innovation activities such as pilots and larger scale industrial demonstration.
- Ensuring effective engagement and consultations with programme teams in the development of projects.
- Ensure that all documentation developed complies with public procurement principles and BEIS's procurement governance procedure.
- Supporting in the delivery of pre-tender market engagement events.
- Ensure that all documentation is submitted with sufficient time for consideration by programme board for approval, to ensure delivery of the programme within the agreed timescales
 - Anticipate potential 'bottle necks' and put appropriate mitigations in place.

- Supporting with the delivery of market engagement events to engage with suppliers pretender
- Development of stakeholder engagement plans, recognising any differences between programme and individual project / work package interests, for approval by the programme board to ensure alignment with wider BEIS engagement

Task 2 - Bid Review and Selection

Bid Assessment

- Supporting BEIS in the independent technical and commercial assessment of bids for projects and programmes.
 - Participation in BEIS-organised moderation meetings to ensure fairness, transparency and consistency in the assessment process.
 - Supporting with technical expertise to assess bids on Technical Readiness Level.
- Leading the subsequent completion of written assessment forms.
- Participation in panel discussions of applications with BEIS official and independent assessors.
- Assessment of the delivery of social value through the bid evaluation process.

Quality management

- Working with/on behalf of a variety of clients (including large firms) to develop methodologies and carry out analysis for that particular programme.
- Completion of conflict-of-interest declarations and addressing appropriate mitigations.
- Assessment of bids in line with relevant quality assurance and cost measures
- Attending BEIS-delivered training sessions on the assessment of bids.

Task 3 - Programme Management Support

Programme management support is needed to deliver technical advisory services to the overall management of programmes.

Planning and reporting

- Lead effective planning and reporting at programme and individual project / work package level throughout the contract, including:
 - Developing and maintaining detailed programme and plan
 - Activities and system organised to meet the requirements and criteria of the overall programme
 - Summary plan for reporting and communication
 - Ensuring detailed planning at individual project / work package level
 - Taking delivery of and quality assuring individual project / work packages products, data, results.
 - Providing timely and accurate advice on suitability for approval for milestone payments.

Risk and issue management

- Support the effective on-going consideration, management and mitigation of risks at programme and individual project / work package level throughout the contract, including
 - Updating, advising and making recommendations to programme board and strategic governance on important risks and their mitigation
 - Chairing / facilitating workshops to identify, assess and action risks
 - Create, review and maintain master programme risk register as part of risks, assumptions, issues and dependencies (RAID) documentation
 - Ensuring adoption of programme risk management at individual project level
 - Appropriate integration and escalation between individual project risk registers and programme risk register
 - Escalating risks appropriately to the programme board, and working with the BEIS project manager to meet BEIS risk reporting requirements
- Support effective change control at programme and individual project level throughout the contract, including

- Establish and manage change control process that all change requests are
 - reviewed and assessed
 - considered by the programme board for decision
 - implemented, if approved
- Supporting BEIS in the maintenance of the programme change register detailing all changes to any re-submitted programme or individual project / work package plans, with an updated plan to reflect the proposed / agreed changes

Task 4 – Monitoring

Monitoring support is needed at an individual project level and programme level to support projects in tracking progress against project plans, any risks and mitigations to ensure projects are on track.

Project monitoring and management

- Support the effective on-going monitoring and management of programme and individual projects throughout the contract, including
 - Select and identify all relevant BEIS
 Portfolio KPI Performance Metrics set out
 for each project. These performance
 metrics need to be tracked and reported
 against at various intervals for each
 project, including quarterly, annually and
 less frequently. Collate Portfolio KPI
 Performance Metrics at the relevant
 intervals for projects across themes into
 one reporting spreadsheet and send back
 to the technical coordinator who will send
 to BEIS for their review.
 - Monitoring, assessing and reporting progress of work / delivery against the agreed programme plan and individual project / work package plans.
- Management of the oversight of monitoring projects to that it is coordinated and information reported to BEIS monthly by:
 - Facilitating monthly monitoring meetings with project teams to identify risks and put mitigation and effective management in place

- Following monthly project monitoring meetings, holding monthly progress meetings with BEIS to ensure risks and associated mitigations are actioned.
- Support the project teams to address any technical issues, encouraging solutions to perceived technical issues.
- Tracking of programme and project metrics on a quarterly basis in order to demonstrate how the project outputs, outcomes and impacts align with BEIS objectives.
- Build in appropriate data collection and reporting requirements for all relevant Portfolio KPI Performance Metrics and programme benefits. Standardised Methodology Guidance and an Excel Reporting Template will be provided to ensure consistency of data collection and reporting of metrics across projects.
- Attendance at monthly project review meetings in London or via video conference (Covid dependant).
- Brief BEIS staff on the technical aspects of each project, deliverability and any arising issues prior to BEIS visits to projects.
- Where the data collection and analysis required to evidence project success, impact and benefits realisation is beyond what can be achieved through project monitoring and reporting, working with the Lot 2 suppliers to develop an evaluation plan for the programme.

Project reporting

- Monitoring Officers will be required to submit monthly updates onto the BEIS portfolio management application (MApp), using templates provided by BEIS. This will include:
 - A project update. Each project to be given an up to date project RAG status.
 - Updates to Payment Milestone Schedule
 - Updates to Deliverables Plan
 - Updates to Benefits Plan
- Monthly review of deliverables and documentation received from project teams including:
 - Tracking progress against approved project plan and understanding if any

- delays with appropriate measures to get back on track.
- Tracking of milestones achieved and critical path activities leading to achievement.
- Assessment and justification of resources and expenses being claimed for to ensure the appropriate rigour is given to funding release.
- Updates to the risk register.
- Appropriate escalation of any issues, or perceived risks, to BEIS.
- Assessment of the quality of deliverables received and ensuring they meet requirements.
- Ensure the completion and quality of the final project closure report from project teams.

6. Ownership and Publication

BEIS will retain full ownership of all materials created as a result of this contract. Publication of any information associated with, or created as a result of this contract, will require prior written approval from BEIS.

7. Quality Assurance

Tenderers should include a quality assurance plan that they will apply to all of the work packages.

Lots 2-5 will be accountable for their own quality assurance, before it comes to the Technical Coordinator then BEIS.

To demonstrate relevant experience in producing high quality reporting, the tenderer must:

- specify who will be responsible for quality assurance before it comes to BEIS and/or the Technical Coordinator
- specify the specific responsibilities of the contractor(s) project manager / director.

Sign-off for the quality assurance must be done by someone of sufficient seniority within the contractor organisation to be able take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender.

The successful bidder will be responsible for any work they or subsequent work package contractors supply and should therefore provide assurance that all work in the contract is undertaken in accordance with appropriate quality assurance practices.

Useful sources of guidance and advice that will help bids and the resulting work be of the highest quality include:

- The Green Book: appraisal and evaluation in central government.
 https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent
- Quality in Qualitative Evaluation: A Framework for assessing research evidence provides a Framework for appraising the quality of qualitative evaluations.
- Rapid Evidence Assessment (REA).
 http://www.civilservice.gov.uk/networks/gsr/resources-and-guidance/rapid-evidence-assessment/what-is. This toolkit will help researchers to identify whether a Rapid Evidence Assessment is best for their needs, and help with the process of planning and carrying out a review

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

8. Timetable

To achieve the objectives of this programme to support the delivery of the Net-Zero Innovation Portfolio, the programme will conclude on 31st March 2025.

TTPS will be made up of a series of work packages with a number of interdependencies which will shape the overall plan and timetable. The timelines of specific work packages and tasks will be determined by delivery and timing of NZIP programmes, due to the variability of requirements.

Each task will likely need to be delivered throughout the longevity of the contract (September 2021 – March 2025). Due to the standard programme management timelines from inception to completion, there will be different tasks required at different times. From the initiation of the TTPS contract, NZIP programmes and projects will be at different stages of their lifecycle and therefore, there will be a varied demand for specific tasks from the outset through the duration of the contract from September 2021 – March 2025.

More specific timelines of programmes will be confirmed through contract award and throughout work package design.

9. Challenges

There are several challenges posed by the interdependencies that the provision of technical third party services to a variable portfolio comprised of a number of parallel programmes and projects provides. Tenderers should explain how they intend to address such challenges and their experience working within such challenges in the past.

These include the following:

Uncertainty around number of programmes/projects: The number of projects to deliver each programme within the NZIP portfolio varies. Estimated number of projects are subject to change. Project durations vary from a few months for feasibility studies to a few years for an innovation development. Projects vary in technology, delivery method, size and value.

Inter-dependant programme in an evolving environment: The programme needs to support the evolving demands of NZIP programmes/projects. Flexibility and adaptability over the course of the contract to deliver work packages that meets the needs of different

stakeholders, while delivering the required and agreed outputs, will be required.

Technical expertise: The variability of appropriate technical expertise needed for different work packages will need to be considered carefully and may require innovative arrangements to bring expert input to bear to the benefit of the programme.

Programme integration: The programme will require the effective engagement and management of a number of contractors to successfully deliver the required work package objectives and outputs in the defined time scales. Integrated programme planning, management, monitoring and reporting of individual work package plans and progress is critical.

Stakeholder engagement: The programme will require the effective engagement of a diverse range of stakeholders at programme and work package level.

The contractors will need to liaise with as wide a range as possible of appropriate and relevant stakeholders when developing work package scopes and specifications to ensure their deliverability and robustness.

10. Ethics

All applicants will need to identify and propose arrangements for initial scrutiny and on-going monitoring of ethical issues. The appropriate handling of ethical issues is part of the tender assessment exercise and proposals will be evaluated on this as part of the 'addressing challenges and risks' criterion.

We expect contractors to adhere to the following GSR Principals:

- 1. Clear and defined public benefit
- 2. Sound application, conduct and interpretation
- 3. Data protection regulations
- 4. Specific and informed consent
- 5. Enabling participation
- 6. Minimising personal and social harm

11. Working Arrangements

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

The Technical Coordinator will undertake day-to-day running of the contract in line with the following governance arrangements.

Task Allocation

The contracts will be managed and funded on a time and materials basis.

BEIS will identify that a programme, or group of programmes within a theme, require support in one or more of the "Tasks" listed under the requirement. The programme leads will liaise directly with the Technical Coordinator, who will allocate the work package to the relevant lot.

A supplier or individuals will be assigned to each programme from inception and their responsibilities will be discussed and agreed on. BEIS and the Third Party Support Contract Manager will also agree on the tasks, outputs, form of outputs, timeline, resources, oversight, and then agree a cost based on the costing matrix provided by the successful supplier during their bid for this ITT.

The successful supplier(s) for all lots should note that the dedicated contract manager from the Technical Coordinator may have to work with various project managers who are responsible for different programmes. For Lots 2-5, the successful supplier(s) will be required to liaise directly, for reporting and monitoring purposes, with the Technical Coordinator who will collate this data and report on behalf of all lots.

It is expected that most of the work will be undertaken virtually. The supplier will, however, be required to attend meetings occasionally at BEIS offices in central London and at innovation project sites around the UK (covid dependant) - details of the number and frequency of these meetings and visits will be agreed with the supplier(s).

Travel and subsistence expenses, for travel outside of London, incurred by the supplier will be reimbursed by the Department. Travel inside London will not be reimbursed. It is expected that project site visits will be undertaken a minimum of once every 12 months, and at project milestones for instance when a prototype is confirmed. More regular site visits may be required if issues are identified with a project, but this should be assessed on a case-by-case basis. Projects are located across the UK. This is in line with Schedule 3 of the Terms and Conditions.

Governance Arrangements

Programme Board

A programme board will be established to provide the principle governance structure between BEIS, the Technical Coordinator. The Technical Coordinator will then be responsible for governing the lots.

The programme board will be chaired by BEIS and comprise stakeholder representatives from the programme team, both BEIS members and representatives from the TTPS Technical Coordinator. The board will report to the BEIS Net-Zero Innovation Portfolio Cross-Cutting Committee.

The Technical Coordinator will work with the BEIS project manager to propose terms of reference for consideration and approval by the board. It is envisaged that the programme board will meet monthly.

The programme board will:

- provide support and challenge
- provide a forum to raise and discuss all items relevant to the programme
- monitor progress / delivery against time and budget
- provide updates to strategic governance
- approve the specification for the subsequent work packages
- sign-off / approve reports, outputs and deliverables.
- undertake engagement and communication with identified and agreed stakeholders on behalf of the project
- ensure risks are considered and mitigated
- act as initial escalation body for issues that cannot be resolved by the BEIS and contractors

The Technical Coordinator will be tasked to progress the work packages to their conclusion in accordance with the timetables and standards agreed in each contract, taking into account any further directions provided by the programme board.

Any proposed changes to the scope of the procurement and/or contracts for work packages will require prior approval from BEIS, with early and appropriate escalation for consideration

and decision, before progressing to ensure that these are managed in line with public procurement rules and regulations.

Any proposed changes to project or programme parameters will be dealt with through change control requests and will be subject to sign-off decisions in the first instance by the programme board. Any that exceed set and agreed tolerances will be escalated by the programme board executive for consideration by the appropriate BEIS governance board.

It is the responsibility of the Technical Coordinator to ensure that all information and communication is provided prior to these board meetings to ensure, where reasonably practicable, no avoidable delays are incurred in governance and sign off processes. The contractor will need to work closely with the BEIS project manager to ensure all requirements and timescales for BEIS governance and approvals are understood and met.

The agenda, minutes and records of all meetings shall be prepared by the Technical Coordinator for acceptance by BEIS. Following acceptance, the contractor shall issue copies to the pre-agreed circulation lists.

The formal meetings will be hosted by BEIS at 1 Victoria Street London SW1H 0ET if appropriate, with virtual attendance accepted.

Personnel

Changes to personnel

The contractor(s) shall provide all personnel, facilities, equipment, consumables, transportation and support services to provide the services for the duration of the contract.

The Technical Coordinator shall be required to seek authorisation in writing from the BEIS Contract Manager, prior to their involvement on the project, for any changes to personnel within their programme team from those submitted in the tender. All other lots (2, 3, 4 and 5) will also be required to seek written authorisation for any changes in personnel.

The information to be provided by the supplier(s) as part of the authorisation process shall be provided to BEIS a minimum of **10 working days** in advance of the proposed persons start date and shall include as a minimum:

- Name
- Proposed project role
- Location
- Summary of specific involvement in the programme
- C\/
- Confirmation of rate (against those submitted)

Monthly allocation sheets

The Technical Coordinator shall maintain a system of monthly allocation sheets for staff employed on individual projects and programmes, from all lots 1-5.

These monthly allocation sheets shall clearly identify the:

- Name of person
- Designation
- Date of the month
- Daily start / finish
- Time / hours worked
- Services undertaken (referenced against unique programme task ID code)

The dedicated project manager for each lot will be responsible for gathering this information

and reporting to the Technical Coordinator. The Technical Coordinator shall be responsible for reviewing, correcting (if required) and signing off the monthly allocation sheets as being a true and accurate record of work completed for BEIS's approval. The Technical Coordinator shall submit the signed allocation sheets to the BEIS project management in support of their monthly invoice.

12. 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.

The only processing that the Contractor is authorised to do is listed in Annex 1 by BEIS, "the Authority" and may not be determined by the Contractor.

Annex 1: 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

- (2) 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 completed by the Contractor]
- (3) The Contractor shall comply with any further written instructions with respect to processing by the Authority.
- (4) Any such further instructions shall be incorporated into this Annex 1.

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 technical third party support and services. This will involve the processing of names and business contact details of the organisations that bid for and deliver the project and programme work as outlined in this ITT.

	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 9 th September 2021 for the duration of the 3.5 year Contract Plus twelve months retention period. The Contract will end on 31 st March 2025.
Nature and purposes of the processing	The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination and restriction. Processing takes place for the purposes of research and innovation studies. 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 the Authority, Contractor and the organisations that bid for and deliver the project and programme work 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, Contractor and the organisations that bid for and deliver the project and programme work 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 complete UNLESS requirement under European Union or European member state law to preserve that type of data	The Personal Data will be retained by the Contractor for a 3.5 year duration plus twelve months retention period which 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 and the Contractor retention period. 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.

The nature of the service will require the Contractor to collect personal data directly from data subjects. The Contractor will use the agreed BEIS privacy notice as instructed by the Authority.

13. Skills and experience

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

Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project. The contractor(s) should supply all CVs against these roles clearly stating to which lot the CV relates and provide rates accordingly.

The below required skills and experience should be relative and adapted to which lot is being bid for.

Programme Development (Lots 1, 3, 4, 5)

Contractor(s) shall have capability/experience in developing multi-million-pound multi-faceted programmes to cost, time and quality, ideally within the climate industry or relevant disciplines, including:

- Experience in leading on the design and development of business cases and ITT documents through the provision of technical and commercial advice.
- Managing the technical design of programmes and projects.
- Establishing detailed specification of projects and programmes in line with public procurement principles.
- Designing credible technical milestones for projects and programmes.
- Identifying technologies and processes that offer maximum CO2 mitigation.
- Leading consultations with programme teams to understand their requirements.
- Preparation of detailed documentation for approvals within agreed timescales.

Bid Assessment (Lots 1, 3, 4, 5)

Contractor(s) shall have capability/experience in assessing tenders for multi-million-pound multi-faceted programmes within cost, time and quality, ideally within the climate industry or relevant disciplines, including:

- Objective technical and commercial assessment of multi-million-pound tenders for multi-faceted innovation projects and programmes.
- Technical expertise to assess bids on Technical Readiness Level.
- Leading the subsequent completion of written assessment forms.
- Working with/on behalf of a variety of clients (including large firms) to develop methodologies and carry out analysis that would enable grouping of the types of processes used in that particular programme.
- Participation in panel discussions of applications with BEIS official and independent assessors.
- Completion of conflict-of-interest declarations and addressing appropriate mitigations.
- Consideration of delivering social value through bid assessments.
- Assessment of bids in line with relevant quality assurance and cost measures.

Programme Management (Lots 1, 3, 4, 5)

Contractor(s) shall have capability/experience in leading, managing delivering and controlling multi-million-pound multi-faceted programmes to cost, time and quality, ideally within the climate industry or relevant disciplines, including:

- Working with / on behalf of a wide variety of clients (including large firms), establishing and supporting effective governance
- Acting as the single point of contact to the client, managing the interface and flow of information from different contractors / work packages
- Leading and managing multiple suppliers' delivery on behalf of the client
- Mobilising, establishing and managing multi-disciplined teams
- Engaging and communicating with a diverse range of stakeholders and developing stakeholder plans

- Managing programme risk, issues, dependencies and change control
- Managing programme and quality assurance
- Coordinating and integrating results from different work packages and disseminating knowledge and learning
- Complying with Public Contract Regulations on procurement and other related BEIS policies and procedures
- Providing professional reports to the client at varying levels of seniority
- Knowledge of working with various forms of contract
- Knowledge of relevant legislation

Technical expertise/Programme Development Support (Lots 1, 3, 4, 5)

With oversight from BEIS programme board, the contractor(s) will provide the technical expertise to act as the project liaison alongside BEIS programme delivery team. The contractor(s) should give advice on how the technical expertise will be provided as part of their programme delivery team design. The contractor(s) will have capability/experience in:

- developing detailed technical scopes of work for programme/project design
- preparing tender documentation in line with public procurement regulations
- taking delivery of products, quality assuring and providing advice to the client
- preparing technical documentation for client approval and agreement
- providing professional technical advice and reports to the client

Contract management and Monitoring (All Lots)

The contractor(s) will have capability/experience in managing and monitoring multi-million-pound contracts and appointed contractors on behalf of the client, including:

- supporting client tender process and contract award
- monitoring and taking delivery of outputs, ensuring quality and providing advice to the client for sign-off and milestone/delivery payments
- on-going monitoring of multiple projects including reporting and risk management
- providing assurance and documented audit trails
- commercial and finance support to the client

Evaluation expertise (Lot 2)

The contractor(s) will have capability/experience in providing leadership and strategic oversight of evaluation of multi-million-pound projects on behalf of the client, including:

- developing and implementing evaluation approaches/plans based on appropriate methodologies
- designing and implementing research questions for evaluation and social research
- collating and synthesising the key learning in the form of clear and robust, technical, economic and social evidence
- assessing the requirement for any additional evidence gathering and making recommendations to the client
- delivering external stakeholder and public engagement events; including market engagement and qualitative focus groups

- experience delivering theory of change/policy mapping
- knowledge of research or evaluation synthesis methods

Capacity to manage variable volumes and peaks in demand (All Lots)

Throughout tenders for all lots, bidders are expected to explicitly address their approach to scaling up delivery in the instance of unforeseen peak demand to ensure they have adequate capacity to deliver. Due to the variability in volume throughout the 3.5 years of the Net-Zero Innovation Portfolio, it is expected that there may be peaks in demand at various points. We expect bidders to detail their approach in these likely circumstances, including the utilisation of sub-contractors. In these instances of unforeseen demand, BEIS will allow the use of short-term sub-contractors through prior written confirmation.

Other expertise

- Strong collaborating and partnering skills
- Strong written and oral communication skills.
- Experience presenting and leading meetings with varied stakeholder groups.

14. Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. In this instance we would require the identification of a lead organisation would hold the contract with BEIS. However, please note the Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015.

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

Please note, please refer to the evaluation criteria for explanation of how the scores allocated to SME spend will influence your total score.

15. Key Performance Indicators

Information on the specific KPIs and scoring methodology can be found in Annex C. The approach to performance management KPIs is outlined below.

The RAG (Red/Amber/Green) status will be used to measure progress and monitor general performance of suppliers achieving KPIs. We intend the tracking of KPIs and quality to be in partnership with BEIS and the suppliers in all lots.

KPIs will be used to align the Supplier's performance with the requirements of the Authority. KPIs will be realistic and achievable. The Authority reserves the right to amend the existing KPIs detailed below or add new KPIs throughout delivery with agreement of the supplier. Any such changes will be confirmed in writing.

Performance against KPIs will need to be monitored by the supplier and reported to the Authority on a quarterly basis. The Authority reserves the right to request reporting of KPIs on a more frequent basis if performance levels suggest increased monitoring is required. We

Performance of each KPI will be recorded against a red, amber, green "score", as described below. Performance against each KPI should be submitted (**Deliverable A1.1**). quarterly along with the invoice for each invoicing period and will be discussed along with quarterly progress reports at TTPS quarterly meetings. KPIs must maintain a green rating in order to demonstrate that the service is being delivered to an adequate quality. In the instance when KPIs are scoring 'red', service credits will apply.

Scoring methodology for KPI criteria:

Green score: If a green score has been awarded to a KPI then no further action is required from the Supplier, with the exception of continuing activities to maintain this score for the next reporting period.

Amber score: If an amber score is awarded, the Contractor should examine and implement measures to prevent this KPI being scored an amber or below in subsequent reporting periods. The Authority will not expect formal improvement measures at that stage. If a single KPI is awarded amber in two consecutive invoice periods, or twice in four consecutive invoicing periods then the Contractor should create a Remediation Plan at their own cost. This should detail how they will change

their practices to prevent another amber score being awarded for this KPI. The timeline for producing this Remediation Plan should be agreed between the Authority and the Contractor and should only be implemented following approval by the Authority. The Authority reserves the right to terminate the Contract if a satisfactory Remediation Plan cannot be agreed.

Red score: If a red score is awarded on each quarterly review, service credits will apply. This approach is listed below in 16.1. If the Contractor scores a red in the same KPI in any subsequent period throughout the duration of the Contract, the Authority reserves the right to terminate the Contract. The Authority also reserves the right to terminate this Contract based on a red score without requesting a Remediation Plan (as in Amber), if it is of the Authority's view that a material default has occurred. The Authority reserves the right to suspend, or partially terminate this Contract, while a Remediation Plan is being developed and agreed, where there is justification to do so.

Annual review of programme performance

The Authority will undertake an Annual review of the Contractor's performance (Annual Stage Gate meeting), which will be judged by assessing programme progress and the quality of deliverables, KPIs to measure quality of deliverables, programme milestones, feedback from stakeholders and other criteria. If the Contractor's performance does not conform to the quality and standards agreed by the Authority and service credits have been consistently applied, the Authority reserves the right to terminate the contract, utilising the appropriate clauses and timelines in the Contract.

In alignment with the KPIs and related RAG status, there will be a Service Credit scheme which will be initiated after the first six months of the contract start date. This will be outlined in section 16.1. IThe Service Credits will be measured and applied quarterly, with the RAG reporting on KPIs to occur monthly, ensuring KPIs are consistently monitored and tracked in line with the required quarterly metrics.

16. Budget and payment

The total budget for this Technical Third Party Support (TTPS) contract is up to £14.3million including VAT.

The breakdown of the total budget for each lot is below. The total budget assigned to each lot is indicative and bidders must be aware that payment will be linked to the delivery of services in arrears.

Lot	Total Budget (incl VAT)	
Lot 1 – Technical Coordinator	£1,200,000.00	
Lot 2 – Social Research and Evaluation	£1,000,000.00	

Lot 3 – Carbon Control and Storage	£4,700,000.00
Lot 4 – Energy Consumption	£3,100,000.00
Lot 5 – Energy Generation and Distribution	£4,300,000.00
Total:	£14,300,000.00

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks. Cost will be a criterion against which bids which will be assessed. Suppliers should note that if they are bidding for more than one lot, discounts will be accepted however not prioritised as BEIS are prioritising quality of tenders. The weighting of cost in the evaluation criteria is listed below in Section 17.

The Department will initiate various bespoke work packages, which will include all the Tasks related to the specific lots (outlined in section 5 outputs), on a needs basis. The maximum budget for each lot is outlined in the table above and it will be the responsibility of the Technical Coordinator (Lot 1) to manage the budget that is set out and agreed on, for each package of work.

Acknowledging the variability in the number of programmes and projects across the Net-Zero Innovation Portfolio, BEIS would review the value of the contract should the volume of work (i.e. number of programmes and projects) be significantly higher than anticipated.

For each bespoke package of work to be delivered, the Department and the Contractor will agree the specific outputs to be delivered, the specific form that these outputs will take, the time over which this work is to be delivered, and the resources required.

The Contractor will need to provide costing matrix based on each individual task and how long it will take to carry out each individual task in their bid for this ITT, then cost the delivery of this work. Detailed invoicing arrangements will be agreed with the selected supplier prior to contract signing.

16.1 Service Credits

Payment for services will be linked to the satisfactory delivery of the various work packages in line with the specified KPIs outlined in Section 15. The payment in full will be contingent on the satisfactory delivery of the required service level performance measure through the achievement of KPIs. It will also be contingent on the tasks that are agreed on during the initiation of a programme or project therefore, payment will be made based on the number of hours/resources deployed monthly for each task.

In conjunction with the RAG reporting for KPIs, which will occur on a monthly basis, this contract will be operating on a Service Credit model (as outlined in Schedule 10

of the T&Cs). The Service Credits will be measured and applied quarterly, with the RAG reporting on KPIs to occur monthly, ensuring KPIs are consistently monitored and tracked in line with the required quarterly metrics. It is expected that all KPIs will be achieved 95% of the time and ongoing discussion with suppliers will reflect this. However, service credits will only be applicable if the KPI performance falls below 85%. If the supplier does not achieve 85% success as outlined in the KPIs, there will be a penalty clause of 0.5% Service Credit gained for each percentage under the specified performance measure, as stated in Schedule 10.

Service Credits will be measured and applied on a quarterly basis, exemplified and detailed in Annex C. Performance will be tracked consistently on a monthly basis. The technical coordinator will consolidate all KPIs across the lots and in the quarterly programme meetings, KPIs and relevant service credits will be discussed and decided.

Worked Example:

Over the course of the quarter, and across each monthly review of KPI RAG status, the supplier achieved KPI 1 (Work package proposals turnaround time: Work delivered to the agreed standard within 5 working days or as agreed with the Authority) 79% of the time.

As the service credits scheme is applicable for 85% or under, there will be service credits applied on (85% - 79%) 6%.

The service credit will be 0.5% for every percentage. Therefore, 0.5% x 6 = 3% service credits will be applied to the quarterly invoice.

In the instance that the volume of work is under five quarterly work packages and therefore deemed too low for the justification of service credits, BEIS have the authority to not apply the credits. The outlined process of KPI RAG status monitoring and performance tracking will continue to be measured in this instance. However, if performance is deemed unsatisfactory and at a threshold significantly below expected, there will be discussion with the supplier on how to improve delivery to best meet the contract needs.

Please note: Service Credits will not apply until 6 months after contract start.

16.3 Invoicing

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

The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with

standard terms and conditions of contract.

Please advise in your tender response how this process reflects your usual payment processes.

17. Conflict of Interest - Restrictions

(See section 1 D (page 8) of the ITT for further information)

As part of this Conflict of Interest policy, there will be a restriction on the number of lots suppliers can be awarded. This is as follows:

- Suppliers intending to bid for Lot 1 <u>can only be awarded Lot 1</u> (Technical Coordinator). This is inclusive of consortia and sub-contractor involvement in any capacity.
- Suppliers intending to bid for <u>Lots 2-5 can only win a maximum of 2 Lots</u>. This is inclusive of consortia and sub-contractor involvement in any capacity.

For clarity, there is no restriction on the number of lots suppliers can bid for. However, the restrictions are applicable for lot award. Suppliers will be expected to explicitly outline which lots they have bid for.

BEIS will award the winning bid that scores highest against the criteria and weighting listed below.

In the instance that a <u>supplier was involved in the highest scoring bid for 3 lots</u>, there will be a set process that will decide which lots are awarded if each score is the same. This is as follows:

- 1st Highest scoring price. If this is still the same;
- 2nd Highest scoring 'social value' criterion. If this is still the same;
- 3rd Awarded in order of budget value preference; Lot 3, then Lot 5, then Lot 4, then Lot 2, then Lot 1.

In the instance that <u>two suppliers score the same for one given lot</u>, there will be a set process that will decide which lots are awarded if each score is the same. This is as follows:

- 1st Highest scoring price. If this is still the same;
- 2nd Highest scoring 'social value' criterion. If this is still the same;
- 3rd Awarded in order of budget value preference; Lot 3, then Lot 5, then Lot 4, then Lot 2, then Lot 1.

In the instance that a <u>supplier bids for Lot 1 and one or more of the other lots</u> (Lot 2, 3, 4 or 5) and they were to be the highest scoring bidder for both lots, their highest

scoring lot would be awarded. If these were the exact same score, they would be awarded in order of financial value; Lot 3, then Lot 5, then Lot 4, then Lot 2, then Lot 1.

We encourage suppliers to consider this restriction if forming consortia. If suppliers are part of more than 2 winning bids, there will be a risk of not being awarded a bid, affecting the other consortia members in the 3rd bid.

For clarity, there is **no restriction on the number of lots suppliers can bid for**. However, the restrictions are applicable for lot award. Suppliers will be expected to explicitly outline which lots they have bid for.

As outlined in Section 1D) the likelihood of Conflict of Interest situations arising during this 3.5 year contract will be significant. This is in particular reference to suppliers who may bid for additional NZIP funding through other competitions. It is mandated in the evaluation criteria for suppliers to acknowledge this and detail their proposed mitigation and governance strategy for any arising COI matters. All suppliers must ensure any current or future conflict of interest is appropriately considered and mitigated and must be addressed explicitly in all TTPS tenders. The conflict of interest assessment for suppliers who may be bidding for NZIP funding for future competitions will be on a case-by-case basis, as the context is not strictly a yes or no answer. Suppliers should be mindful of this before delivering services through TTPS. For example, it will not be expected that suppliers would be able to bid for funding for competitions they had been involved in scoping or bid assessing for example.

The principle intention behind the Conflict Of Interest policy is to ensure the appropriate consideration and mitigation measures are in place for suppliers who will be delivering critical programme design, delivery, management and evaluation services. For suppliers intending to bid for Lot 2, Social Research and Evaluation, and another of the technical lots, Lot 3, 4 or 5, there will be an assessment of arising conflict of interest conducted on a case-by-case basis in the instances where conflicting services are needed. Before any work packages are commissioned to Lot 2 supplier(s) for evaluation or social research services, there will be a conflict of interest assessment to ensure that suppliers have separation of involvement, if any, and that the most appropriate supplier delivers the service. It is likely that It is expected that suppliers should outline their approach to addressing this conflict of interest if they intend to bid for Lot 2 in addition to another technical lot.

Additionally, suppliers will not be able to deliver third party services, in programme development, bid assessment, monitoring or programme management, for NZIP competitions that they have any existing or future involvement with. Suppliers should outline their approach to ensuring that work packages can be delivered by another organisation within the consortia, should this situation arise.

BEIS are open to accepting proposals and different approaches to mitigating Conflict

of Interest as the priority is to encourage aligned working wherever possible.

18. Evaluation criteria and scoring methodology

Contractors are invited to submit full tenders of no more than 30 pages, excluding declarations. Tenders will be evaluated by at least three BEIS staff.

Each lot will be evaluated separately. There are three separate tables detailing the separate evaluation criteria for each lot. Lots 3-5 have the same evaluation criteria. Lot 1 and Lot 2 each have separate evaluation criteria.

Pass/fail criteria:

- Conflict of Interest: In respect of declaration 3. This is pass/fail.
- **Terms and conditions:** BEIS Terms and Conditions apply to this contract. Through receipt of tender, you accept the BEIS Terms and Conditions as set out for this contract. This is **pass/fail**.
- Standard Selection Questionnaire: Please note that there are additional pass/fail questions in Declaration 4: Standard Selection Questionnaire on page 63.
 - This includes a required Liquidity Ratio of 1.25 in the self-certification of Financial and Economic standing (Declaration 4: Part 3, Section 4).

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

18.1. Evaluation Criteria for Lot 1

Evaluation Criteria for Lot 1		
Criterion	Description	Weighting
01: Methodology	 Proposed methodology for the coordination of Tasks 1 - 5; Task 1: Programme Development Support Task 2: Bid Review and Selection Task 3: Programme Management Support Task 4: Monitoring Task 5: Social Research and Evaluation 	Overall 20 %, split as indicated.
	 (i) Proposed approach to coordinate the delivery of the overall programme and each of the tasks including: Clearly demonstrating the capability of the proposed methodologies and processes to meet the requirement for timely, quality technical third party support services to NZIP programmes. The approach to coordinating delivery of different sized programmes and projects, at varied cost and varied tasks 	

	 How will you coordinate tailored tasks (1-5) across the range of technical areas appropriate for the lot? Including your approach to delivering best practice in programme development, bid review and selection, programme management, monitoring, social research and evaluation?	
02: Social Value (see PPN 06/20 for more context)	Describe the commitment your organisation will make to ensure that opportunities under the contract demonstrate effective measures to deliver (i) and (ii) through the contract: Please include for (i) and (ii): (a.) your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and (b.) a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: 1. timed action plan 2. use of metrics 3. tools/processes used to gather data 4. reporting 5. feedback and improvement	Overall 15%, split as indicated.
	(i) Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. (5%)	
	(ii) Demonstrate how team members from traditionally under-represented backgrounds will be offered opportunities through the programme. (10%)	

03: Team and Skills	Clear demonstration of the appropriate team and skills, in relation to the following:	Overall 25%, split as indicated.
	 (i) Clearly assigned roles and responsibilities within the Project Team and between consortia members or subcontractors (if appropriate), and an appropriate allocation of resources for each task. The management of resources across the programme in order to maximise benefit and delivery whilst using the most appropriate resources with relevant considerations to value for money. Illustration of a logical team structure to deliver required services. How many skill and/or resource gaps that may emerge as the contract progresses will be addressed. Appropriately allocated resource able to be assigned in peaks of demand where surge capacity is needed. 	indicated.
	(10%)	
	(ii) Demonstrating that the project team has the appropriate skills and expertise for the roles to which they have been assigned and delivered on-going technical third party support.	
	 Their experience of full project delivery cycle including monitoring and evaluation and any relevant experience providing techno-economic advice and assessments to UK or EU Government Departments The team's access to skills and technical knowledge across the range of the 10 technical themes within the NZIP portfolio that are split across lots 2-5. 	
	(15%)	
04: Project management and risk	Demonstrating the ability to effectively manage a portfolio of programmes and projects. Including the following:	Overall 20%, split as
mitigation	(i) Providing detail on how the overall programme will be effectively managed to deliver the desired outcomes for BEIS?	indicated.
	 The approach to working collaboratively with BEIS and industry stakeholders to deliver a high calibre programme. 	
	The use of clear change control processes	

	Adhering to quality assurance processes	
	(10%)	
	 (ii) Providing a clear, comprehensive, and realistic plan for the identification, prioritisation, mitigation, management and communication of project risk. Due to the nature of services provided, there is likely to be a number of Conflict-of-Interest situations both now and for future NZIP funding. Bidders must outline their approach to arising matters and their mitigation plan. Inclusion of any Conflict of Interest arising matters, mitigation and governance mechanisms to manage this on an ongoing basis. Risk identification across projects within each lot and holistically across TTPS. Provide a risk register with proposed mitigation measures 	
	(10%)	
05: Price	Price will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks (20%) and then all other bids will be marked proportionately to that bid. Bidders are expected to outline their approach and working calculations as to their price and resources with day rates and experience levels. Bidders must provide a rate card.	20%
	•	100%

18.2. **Evaluation Criteria for Lot 2**

The evaluation criteria for Lot 2 is separate. BEIS will select the bidder that scores highest against the criteria and weighting listed below:

Evaluation Criteria for Lot 2		
Criterion	Description	Weighting
01: Methodology	Proposed methodology for the delivery of Task 5:	Overall
	Task 5: Social Research and Evaluation	25%, split as indicated.
	Including, across (i), (ii) and (iii) a clear demonstration	
	of proposed methodology for managing varied	
	evaluation and social research activities.	
	(i) Proposed approach to deliver Lot 2 including:	
	 Clearly demonstrating the capability of the 	
	proposed approach and processes to meet the	
	requirement for timely, quality technical third	
	party support services to NZIP programmes.	

How will you deliver task 5 (social research and evaluation activities) across the breadth of technical themes within the Net-Zero Innovation portfolio? Describe how you will manage conflict of interest process to ensure the findings cannot be influenced (or perceived to be influenced) by the organisation which is the subject of a potential conflict of interest. Inclusion of a plan to manage and deliver in periods of unforeseen peak demand. (10%)(ii) Proposed methodology to deliver the overall programme and each of the tasks including: Inclusion of a clear, robust and demonstrable plan for how work packages (Task 5) will be delivered. What approach will you take to the development and running of TTPS including providing social research and evaluation support? The approach to delivering varied evaluation and research activities as laid out in the ITT. Including your approach to delivering best practice. Approach to providing support in evaluation and social research design, including production of theories of change, identification of research questions, identification of appropriate research and evaluation methods, costs and timelines. Approach to conducting evidence reviews. Approach to providing peer reviews and methodological advice Approach to providing support with stakeholder engagement (15%)02: Social Value Overall Describe the commitment your organisation will make (see PPN 06/20 **10%**, split as to ensure that opportunities under the contract indicated. for more context) demonstrate effective measures to deliver (i) and (ii) through the contract: Please include for (i) and (ii): (a.) your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and (b.) a timed project plan and process, including how

you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: 6. timed action plan 7. use of metrics 8. tools/processes used to gather data 9. reporting 10. feedback and improvement (i) Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. (5%) (ii) Demonstrate how team members from traditionally under-represented backgrounds will be offered opportunities through the programme. (5%) 03: Team and Clear demonstration of the appropriate team and skills, Overall **30%**, split as Skills in relation to the following: indicated. (i) Clearly assigned roles and responsibilities within the Project Team and between consortia members or subcontractors (if appropriate), and an appropriate allocation of resources for each task. The management of resources across the programme in order to maximise benefit and delivery whilst using the most appropriate resources with relevant considerations to value for money. • Illustration of a logical team structure to deliver required services. How many skill and/or resource gaps that may emerge as the contract progresses will be addressed. Appropriately allocated resource able to be assigned in peaks of demand where surge capacity is needed. (15%)

(ii) Demonstrating that the project team has the appropriate skills and expertise for the roles to which they have been assigned and delivered on-going technical third party support. This should include demonstration of the project team's expertise in the following areas: Evaluation (process, impact and economic) of complex programmes, including using theorybased approaches. This should include details of evaluation scoping expertise and expertise of a broad range of process and impact evaluation methods Quantitative and qualitative social research methodologies. This should include evidence of strong quantitative and qualitative research design, analysis and reporting skills Evidence reviews, including literature reviews and rapid assessment reviews Academic peer review and methodological advice Stakeholder engagement through focus groups and workshops Conducting energy and innovation research and evaluation. (15%)04: Project Demonstrating the ability to effectively manage a Overall management/plan **15%**, split as portfolio of programmes and projects. Including the indicated. following: (i) Providing a clear and workable strategy for overall project management and engagement with stakeholders across BEIS and across industry. Due to the nature of services provided, there is likely to be a number of Conflict-of-Interest situations both now and for future NZIP funding. Bidders must outline their approach to arising matters and their mitigation plan. Inclusion of any Conflict of Interest arising matters, mitigation and governance mechanisms to manage this on an ongoing basis. If bidders are intending to bid for another technical lot, it is expected that an extensive outline of how any conflict of interest between scoping, assessing and managing

programmes, alongside the social research

	•	100%
05: Price	Price will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks (20%) and then all other bids will be marked proportionately to that bid. Bidders are expected to outline their approach and working calculations as to their price and resources with day rates and experience levels. Bidders must provide a rate card.	20%
	(ii) Providing a clear demonstration of how risks will be effectively managed and mitigated. (5%)	
	(10%)	
	 and evaluation activity, will be managed and mitigated. The approach to working collaboratively with BEIS and industry to deliver a high calibre programme. Adhering to quality assurance processes 	

18.3. Evaluation Criteria for Lots 3, 4 and 5

The evaluation criteria for Lots 3-5 is separate to that for Lot 1 and Lot 2. BEIS will select the bidder that scores highest against the criteria and weighting listed below:

Evaluation Criteria for Lots 3-5		
Description	Weighting	
 Proposed methodology for the delivery of Tasks 1 - 4; Task 1: Programme Development Support Task 2: Bid Review and Selection Task 3: Programme Management Support Task 4: Monitoring (i) Proposed approach to deliver the overall programme and each of the stages including: Clearly demonstrating the capability of the proposed methodologies and processes to meet the requirement for timely, quality technical third party support services to NZIP programmes. The approach to delivering different sized programmes and projects, at varied cost and varied tasks How will you deliver tailored tasks (1-4) across the range of technical areas appropriate for the lot? Including your approach to delivering best practice in programme development, bid review and selection, programme management and monitoring? 	Overall 20%, split as indicated.	
	Proposed methodology for the delivery of Tasks 1 - 4; • Task 1: Programme Development Support • Task 2: Bid Review and Selection • Task 3: Programme Management Support • Task 4: Monitoring (i) Proposed approach to deliver the overall programme and each of the stages including: • Clearly demonstrating the capability of the proposed methodologies and processes to meet the requirement for timely, quality technical third party support services to NZIP programmes. • The approach to delivering different sized programmes and projects, at varied cost and varied tasks • How will you deliver tailored tasks (1-4) across the range of technical areas appropriate for the lot? Including your approach to delivering best practice in programme development, bid review and selection,	

	 (ii) Proposed <u>plan</u> to deliver the overall programme and each of the tasks including: Inclusion of a clear, robust and demonstrable plan for how work packages (Tasks 1-4) will be delivered. What approach will you take to the development and running of TTPS including providing programme development, bid assessment, programme management and monitoring support? Describe how you will manage conflict of interest process to ensure the findings cannot be influenced (or perceived to be influenced) by the organisation which is the subject of a potential conflict of interest. Inclusion of a plan to manage and deliver in periods of unforeseen peak demand. 	
02: Social Value (see	Describe the commitment your organisation will make to ensure that opportunities under the contract demonstrate	Overall 10%, split
PPN 06/20 for more context)	effective measures to deliver (i) and (ii) through the contract: Please include for (i) and (ii): (a.) your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and (b.) a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: 11. timed action plan 12. use of metrics 13. tools/processes used to gather data 14. reporting 15. feedback and improvement	as indicated.
	(i) Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. (5%)	
	(ii) Demonstrate how team members from traditionally under- represented backgrounds will be offered opportunities through the programme. (5%)	
03: Team and Skills	Clear demonstration of the appropriate team and skills, in relation to the following:	Overall 30 %, split as indicated.
	(i) Clearly assigned roles and responsibilities within the Project Team and between consortia members or sub-contractors (if	

appropriate), and an appropriate allocation of resources for each task, with a clear and realistic plan for key roles in the event of staff loss. The management of resources across the programme in order to maximise benefit and delivery whilst using the most appropriate resources with relevant considerations to value for money. Illustration of a logical team structure to deliver required services. How many skill and/or resource gaps that may emerge as the contract progresses will be addressed. Appropriately allocated resource able to be assigned in peaks of demand where surge capacity is needed. (15%)(ii) Demonstrating that the project team has the appropriate skills and expertise for the roles to which they have been assigned and delivered on-going technical third party support. Their experience of full project delivery cycle including monitoring and evaluation and any relevant experience providing techno-commercial advice and assessments to UK or EU Government Departments The team's access to skills and technical knowledge across the technical themes in the appropriate lot being bid for. (10%) (iii) Demonstrating the inclusion of SME expertise as part of a consortia or otherwise. As per Government policy, a third of public money is to be allocated to SME spend. Bids should detail explicitly detail how their application addresses this policy through the inclusion of SMEs in bids. Including their access to skills and technical knowledge across the technical themes in the appropriate lot being bid for. Bidders are encouraged to consider this in the context of consortia forming. (5%) 04: Project Demonstrating the ability to effectively manage programmes Overall management 20%split as and projects. Including the following: and risk indicated. mitigation (I) Providing detail on how the lot and subsequent programmes will be effectively managed to deliver the desired outcomes for BEIS?

 The approach to working collaboratively with BEIS and industry stakeholders to deliver a high calibre programme. The use of clear change control processes Adhering to quality assurance processes (5%) 	
 (ii) Providing a clear, comprehensive, and realistic plan for the identification, prioritisation, mitigation, management and communication of project risk. Due to the nature of services provided, there is likely to be a number of Conflict-of-Interest situations both now and for future NZIP funding. Bidders must outline their approach to arising matters and their mitigation plan. Inclusion of any Conflict of Interest arising matters, mitigation and governance mechanisms to manage this on an ongoing basis. Details on risks associated with delivery, including a 	
risk register. (10%)	
 (iii) Providing a clear and workable plan for project monitoring. Demonstration of working at project and programme level to provide monitoring support and escalating where appropriate Adhering to quality assurance processes 	
O5: Price Price will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks (20%) and then all other bids will be marked proportionately to that bid. Bidders are expected to outline their approach and working calculations as to their price and resources with day rates and experience levels. Bidders must provide a rate card.	20%
	100%

Scoring Method

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

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

Score	Description
1	Not Satisfactory: Proposal contains significant shortcomings and does
	not meet the required standard

2	Partially Satisfactory: Proposal partially meets the required standard,	
	with one or more moderate weaknesses or gaps	
3	Satisfactory: Proposal mostly meets the required standard, with one or	
	more minor weaknesses or gaps.	
4	Good: Proposal meets the required standard, with moderate levels of	
	assurance	
5	Excellent: Proposal fully meets the required standard with high levels	
	of assurance	

Scoring for Pricing Evaluation

Price will be marked using proportionate pricing. Each lot has a different weighting for the price score (please refer to the lot-specific evaluation criteria as above). An example illustrating how the price will be scored is set out below.

There will be a maximum of e.g. 20 marks. The lowest priced bid will receive the full 20 marks, all other bids will then be marked as set out below.

Proportionate Pricing scoring example

If 20% = 20 marks

Supplier	Price	Marks
1 (lowest bid)	£50,000	20
2	£60,000	50/60 * 20 = 16.7
3	£75,000	50/75 * 20 = 13.3

Bidders are expected to outline their approach and working calculations as to their price and resources with day rates and experience levels. This will be assessed as part of the 'Team and Skills' criterion 3.

Structure of Tenders

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

Bid Clarification

After reviewing and evaluating the written proposals, BEIS may decide to hold bid clarifications with suppliers.

Feedback

Feedback will be given in the unsuccessful letters or emails.

Section 3

Further Information on Tender Procedure

Invitation to Tender for Tender Reference Number: Deadline for Tender Responses:

Contents:

A.	Definitions	. 61
B.	Data security	. 61
	Non-Collusion	

A. 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.

B. 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.

C. Non-Collusion

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

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

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

Section 4

Declarations to be submitted by the Tenderer

Invitation to Tender for Technical Third Party Support for Net-Zero Innovation Portfolio

Tender Reference Number: 5150/06/2021

Deadline for Tender Responses: Friday 20th August 2021

Contents

Declaration 1: Statement of non-collusion	64
Declaration 2: Form of Tender	65
Declaration 3: Conflict of Interest	66
Declaration 4: Standard Selection Questionnaire	68
Declaration 5: The General Data Protection Regulation Assurance Questionnaire for	
Contractors)	85

Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

- 1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.
- 2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:
 - (a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
 - (c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.
- 3. In this certificate, the word "person" shall include any person, body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such information, formal or informal, whether legally binding or not.

Signature (duly authorised on behalf of the tenderer)
Print name
On behalf of (organisation name)
Date

Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

- 1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
- 2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.
- 3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
- 4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.
- 5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.
- 6. We understand that the Department is not bound to accept the lowest or any tender it may receive.

Signature (duly authorised on behalf of the tenderer)
Print name
On behalf of (organisation name)
Date

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

Declaration 3: Conflict of Interest

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

Signed	
Name	
Position	
OR	
	eclare the following with respect to personal or professional interests related t organisations*;
• X • X	
organisati	potential conflict of interest has been declared for an individual or on within a consortia, please clearly outline the role which this individual or on will play in the proposed project and how any conflict of interest has or igated.
• X • X	
Signed	
Name	
Position	

* These may include (but are not restricted to);

are required.

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation

Please complete this form and return this with your ITT documentation - Nil returns

Current or past employment with relevant organisations

- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

All of the above apply both to the individual signing this form and their close family / friends / partners etc.

If your situation changes during the project in terms of interests or conflicts, you must notify the Department straight away.

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

Declaration 4: Standard Selection Questionnaire

Financial Credit Checks

BEIS use Dun & Bradstreet to assist them with their financial due diligence and will request Dun and Bradstreet to provide comprehensive reports on the preferred bidder/s where the opportunity being tendered for exceeds £1M (excluding VAT).

BEIS will review the Dun and Bradstreet report prior to notifying bidders of the result of the competition and may need to check with bidders that the information within the report is correct. BEIS may also request the latest accounts and financial information from the preferred bidder/s.

As part of Part 3: Section 4, under the self-certification of suppliers' Financial and Economic standing, we **request a confirmation of a liquidity ratio of 1.25**. This will be a pass/fail criteria.

Suppliers assessed with a high financial risk status may not be awarded a contract at this stage we will revert to the bidder to discuss further.

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Alternatively you can submit the completed Exclusion Grounds of the <u>EU ESPD</u> (Part III) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

¹ For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandat ory_and_Discretionary_Exclusions.pdf

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Technical Third Party Support (TTPS) for Net-Zero Innovation Portfolio

Tender Reference Number: 5150/06/2021

OPEN

Notes for completion

- The "authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
- 2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
- Please ensure that all questions are completed in full, and in the format requested. If
 the question does not apply to you, please state 'N/A'. Should you need to provide
 additional information in response to the questions, please submit a clearly identified
 annex.
- 4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
- 5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
- 6. All sub-contractors are required to complete Part 1 and Part 22.
- 7. For answers to Part 3 If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

² See PCR 2015 regulations 71 (8)-(9)

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) - (i)	Registered office address (if applicable)	
1.1(b) - (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes □ No □ N/A □
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes □ No □
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(I)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ³ ?	Yes □ No □
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: 4 - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. 5	
	(Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

³ See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/

⁴ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

⁵ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please provide the following information about your approach to this procurement:

Section 1	Bidding model		
Question number	Question	Response	
1.2(a) - (i)	Are you bidding as the lead contact fo a group of economic operators?	r Yes □ No □ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.	
1.2(a) - (ii)	Name of group of economic operators (if applicable)		
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.		
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes □ No □	
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) plea	ase provide additional details for each subay ask them to complete this form as well.	

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion			
Question number	Question Response			
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.			
	person who has powers of representation, de	ase indicate if, within the past five years you, your organisation or any other son who has powers of representation, decision or control in the anisation been convicted anywhere in the world of any of the offences within		
	Participation in a criminal organisation.	V		
	Corruption.	Yes □ No □ If Yes please provide details at 2.1(b)		
	Fraud.	Yes □ No □ If Yes please provide details at 2.1(b)		
	Terrorist offences or offences linked to terrorist activities	Yes □ No □ If Yes please provide details at 2.1(b)		
	Money laundering or terrorist financing	Yes □ No □ If Yes please provide details at 2.1(b)		
	Child labour and other forms of trafficking in human beings	Yes □ No □ If Yes please provide details at 2.1(b)		
2.1(b)	If you have answered yes to question 2.1(a), please provide further details.			
	Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,			
	Identity of who has been convicted			
	If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.			
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes □ No □		
2.3(a)	Regulation 57(3)	Yes □		

	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	No 🗆
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion		
	Question	Response	
3.1	Regulation 57 (8)		
	The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.		
3.1(a)	Breach of environmental obligations?	Yes	
		No □ If yes please provide details at 3.2	
3.1 (b)	Breach of social obligations?	Yes □ No □ If yes please provide details at 3.2	
3.1 (c)	Breach of labour law obligations?	Yes □ No □ If yes please provide details at 3.2	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes □ No □ If yes please provide details at 3.2	
3.1(e)	Guilty of grave professional misconduct?	Yes □ No □ If yes please provide details at 3.2	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes □ No □ If yes please provide details at 3.2	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes □ No □ If yes please provide details at 3.2	
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes □ No □ If yes please provide details at 3.2	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes □ No □ If yes please provide details at 3.2	
3.1(j)	Please answer the following statements	Vac 🗆	
3.1(j) - (i)		Yes □	

3.1(j) - (ii)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. The organisation has withheld such information.	No □ If Yes please provide details at 3.2 Yes □ No □ If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes □ No □ If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes □ No □ If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

Part 3: Selection Questions⁶

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes □ No □
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes □ No □
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes □ No □
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes □ No □
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes □ No □
Section	n.b. Liquidity Ratio of 1.25 If you have indicated in the Selection Questionr	
Section 5	that you are part of a wider group, please provide	<u>-</u>

Section 5		the Selection Questionnaire question 1.2 der group, please provide further details	
Name of or	organisation		
	Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes □ No □
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes □ No □

⁶ See Action Note 8/16 Updated Standard Selection Questionnaire

5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes □ No □	
Section 6	Technical and Professional Ability	INO 🗆	
6.1	Relevant experience and contract examples		
	Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.		
	The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.		
	delivered similar requirements. If this is not possible (e.g. newly formed or a Special Purpose Vehicle is to be creathen three separate examples should be provided between	Insortia bids should provide relevant examples of where the consortium has livered similar requirements. If this is not possible (e.g. the consortium is wly formed or a Special Purpose Vehicle is to be created for this contract) on three separate examples should be provided between the principal ember(s) of the proposed consortium or Special Purpose Vehicle (three amples are not required from each member).	
	Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.		
	If you cannot provide examples see question 6.3		

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)		
Selection	Questions 1- 6 Self-declarations ⁷		
6.2.1	Please confirm if you intend to use a supply chain for this contract. If you answer "No" you do not need to complete the rest of this section. [INFORMATION ONLY]	Yes/No NOT SCORED	
6.2.2	Please confirm that you have systems in place to ensure that those in your supply chain are paid within your agreed contractual terms.	Yes/No PASS/FAIL	
6.2.3	Please confirm you have procedures for resolving disputed invoices promptly and effectively with those in your supply chain.	Yes/No PASS/FAIL	
6.2.4	Please confirm whether you are a signatory to a code or standard on payment practices. [INFORMATION ONLY]	Yes / No NOT SCORED	
6.2.5	If you have answered "Yes" to question 4 above, please confirm whether you have taken steps to ensure that you meet the requirements of the code or standard.	Yes/No PASS/FAIL	
PUBLIC SECTOR CONTRACTS ONLY – Requirement under the Public Contracts Regulations 2015 ("PCR 2015") (Reg 113)			
6.2.6	For all contracts entered into pursuant to a procurement carried out under the PCR 2015, please confirm you include 30 day payment terms in all of your sub-contracts (and you require your supply chain to do so) on all such contracts.	Yes / No PASS/FAIL	
PUBLIC AND PRIVATE SECTOR CONTRACTS			

⁷ Procurement Policy Note 04/18: Taking account of a supplier's approach to payment in the procurement of major contracts

6.2.7	Please provide the percentage of invoices paid by you to those in your immediate
	supply chain on all contracts within 60 days of the receipt of the invoice in each of
	the
	last two six month periods. This should include the percentage of invoices paid
	within
	each of the following categories:-
	within 30 days
	● in 31 to 60 days
	• in 61 days or more.
	Please include the total volume of invoices in each category.
	It is acceptable to cross refer to information that has previously been
	submitted
	to Government or is publicly available (provided it covers the requested
	period),
	in which case, please provide details and/or insert link(s):-
	If you are unable to demonstrate that 95% of invoices payable to your supply
	chain on
	all contracts have been paid within 60 days of the receipt of the invoice in each of
	the
	last two six month periods, please explain why and if applicable what remedial
	steps
	you have taken and/or are planning to take.

6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 ⁸			
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes □ N/A □		
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes □ Please provide relevant the url No □ Please provide an explanation		

⁸ Procurement Policy Note 9/16 Modern Slavery Act 2015

Section 8	The General Data Protection Regulation (GDPR) ⁹		
8.1	Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25 th May 2018. Will your organisation be compliant with the GDPR and all Data Protection Legislation (as defined in the terms and conditions applying to this Invitation to Tender) in regards to the processing required under this contract by the time of contract award?	Yes No	
	Contractors are also required to complete Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors, 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.		

⁹ <u>Procurement Policy Note 02/18 Changes to Data Protection Legislation & General Data Protection Regulation</u>

9. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 9	Additional Questions
9.1	Insurance
a.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N
	Employer's (Compulsory) Liability Insurance = £5million
	Public Liability Insurance = £1million Professional Indemnity Insurance = £1million
	Product Liability Insurance = £x
	*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

9.2	Skills and Apprentices ¹⁰ – (please refer to supplier selec	tion guidance)
a.	Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.	
	Please confirm if you will be supporting apprenticeships and skills development through this contract.	Yes □ No □
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	Yes □ No □
C.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes □ No □

¹⁰ <u>Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement</u>

9.4	Suppliers' Past Performance ¹¹ - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)		
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes □ No □	
b.	On request can you provide a certificate from those customers on the list?	Yes □ No □	
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes □ No □	
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes □ No □	
e.	Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?	Yes □ No □	

Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors



This will also be uploaded as a separate document to the tenderbox.

¹¹ Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance

Annexes

Technical Third Party Support (TTPS)

Contents

Annex A: Pricing Schedule	87
Annex B: Mandatory Exclusions	
Annex C: KPI Management Framework	
Annex D: Terms and Conditions for Contract	

Annex A: Pricing Schedule

The total cost provided for all three aggregated scenarios under Scenarios for Pricing will be weighted as specified below even evaluating Price.

Bidders must provide a rate card alongside the completion of their pricing scenarios. Additionally, all bidders are expected to outline their approach and working calculations as to their price and resources with day rates and experience levels. This will be assessed as part of the 'team and skills' criterion 3.

The priority of assessment is on the quality of delivery and ensuring suppliers have appropriately considered resources and rate cards to deliver. This scenario-based pricing will be utilised to judge the quotes for work packages once the contract is operational so suppliers are encouraged to give due consideration to this.

EXAMPLE SCENARIOS FOR EACH LOT

1.1 Scenarios for Pricing: Lot 1

Suppliers should estimate the cost of each task based on the time that it will take them to deliver the task as indicated in section 5 (Lots 1-5 outputs required). Suppliers should explain how the cost has been calculated, the resources to be used for the contract and how they will be used. Then, they will be required to calculate how much each programme as set out in the example below will cost.

Annex A 1.1: Table 1: Work package scenario cost breakdown

The cost for overall project management and coordination for each scenario should be included in bidder's cost estimations.

	Scenario to be costed			
Tasks	Programme 1	Programme 2	Programme 3	
		£20m Programme;	£10m Programme;	
1 – Programme Development Support	Not Required	technical advisory on specification, drafting of technical milestones.	technical advisory on metrics to assess CO2 mitigation.	
2 – Bid Review and Selection	100 projects	25 projects	40 projects	
3 – Programme Management Support	£70m Programme; support ongoing risk management, project planning support for all projects.	£40m Programme	£10m Programme; project planning support for all projects.	
4 – Monitoring	28 Projects (up to £1m, 36months)	8 Projects (£1m- 7.5m, 24months)	10 projects (up to £1m, 12months duration)	
5 – Evaluation Support	Evaluation scoping and objectives	Not required	Evaluation scoping and objectives	

	required for all 28 projects		required for all 40 projects
5.1 - Social Research Support	Required: 30 qualitative focus groups	Not required	Required: 15 interviews
Total cost for each programme	£	£	£
Total cost for the scenario	£		

Suppliers should use table 2 to detail how the costs have been calculated. Please include set up costs and expenses if applicable.

Annex A 1.1: Table 2: Work package scenario cost breakdown

*Grade/level of staff	<u>Daily rate</u> (incl VAT - breakdown)	No. days offered over course of contract	<u>Tasks to be</u> undertaken on this project	Total price offered per staff member
	£			£
	£			£
	£			£
	£			£
	£			£
Sub-total				£

Annex A 1.1: Table 3: Non-staff/project team charges

<u>ltem</u>	No. of items	Price per item (incl VAT - breakdown)	Total price per offered
		£	£
		£	£
		£	£
		£	£
		£	£
Sub-total			£

Annex A 1.1: Table 4: Full price offered

Sub-total (Table 2 and 3)	£
VAT	£
TOTAL (Sub-total + VAT)	£

1.2 Scenarios for Pricing: Lot 2

Suppliers should estimate the cost of each task based on the time that it will take them

to deliver the task as indicated in section 5 (Lots 1-5 outputs required). Suppliers should explain how the cost has been calculated, the resources to be used for the contract and how they will be used. Then, they will be required to calculate how much each programme as set out in the example below will cost.

Annex A 1.2: Table 1: Work package scenario cost breakdown

Bidders should assume all evaluation and social research activity is to be developed and delivered from scratch, with no prior work done by BEIS. The cost for overall project management and coordination for each scenario should be included in bidder's cost estimations.

estimations.	Scenario to be costed			
Tasks				
Tasks	Programme 1	Programme 2	Programme 3	
	£80m theme consisting of 10 programmes:	£50m theme consisting of 5 programmes	£60m theme consisting of 5 programmes.	
5 – Evaluation Support	-8 stakeholder depth interviews -Review of 10 programme business cases -Development of a theory of change -Development of evaluation approach, including research questions, objectives, methods and costs -An expert peer review of evaluation plan (up to 30pages)	Not required	-4 stakeholder depth interviews -Development of a theory of change -Review of programme business cases	
5.1 - Social Research Advisory Support	Not required	-3 stakeholder depth interviews -Review of the programme business case -Literature Review -Development of research approach, including research questions, objectives, methods and costs	-Running 3 focus groups including preparation of materials and reporting -Rapid evidence assessment (30 days)	
Total cost for each	£		,	
programme	L	£	£	

Total cost for the scenario	£
--------------------------------	---

Suppliers should use table 2 to detail how the costs have been calculated. Please include set up costs and expenses if applicable.

Annex A 1.2: Table 2: Work package scenario cost breakdown

*Grade/level of staff	<u>Daily rate</u> (incl VAT - breakdown)	No. days offered over course of contract	Tasks to be undertaken on this project	Total price offered per staff member
	£			£
	£			£
	£			£
	£			£
	£			£
Sub-total	£			

Annex A 1.2: Table 3: Non-staff/project team charges

<u>ltem</u>	No. of items	Price per item (incl VAT - breakdown)	Total price per offered
		£	£
		£	£
		£	£
		£	£
		£	£
Sub-total Sub-total			£

Annex A 1.2: Table 4: Full price offered

Sub-total (Table 2 and 3)	£
VAT	£
TOTAL (Sub-total + VAT)	£

1.3 Scenarios for Pricing: Lot 3-5

Suppliers should estimate the cost of each task based on the time that it will take them to deliver the task as indicated in section 5 (Lots 1-5 outputs required). Suppliers should explain how the cost has been calculated, the resources to be used for the contract and how they will be used. Then, they will be required to calculate how much each programme as set out in the example below will cost.

Please include set up costs and expenses if applicable.

Annex A 1.3 Table 1: Work package scenario cost breakdown

The cost for overall project management and coordination for each scenario should be included in bidder's cost estimations. The scenarios should be estimated and costed based on no prior work done by BEIS and developing from scratch (I.e. All TTPS bid assessors).

	S	cenario to be costed	
Tasks	Programme 1	Programme 2	Programme 3
1 – Programme Development Support	Not Required	£10m Programme; full scoping support and technical design needed	£20m Programme; technical definition and development of deliverables and metrics needed
2 – Bid Review and Selection	100 projects	20 projects	40 projects
3 – Programme Management Support	£50m Programme; development of programme and project plans, support for risk mitigation on all projects.	£10m Programme; development of programme and project plans, support for risk mitigation on all projects	£10m Programme; development of programme and project plans, support for risk mitigation on all projects
4 – Monitoring	20 Projects (up to £4m, 36months)	10 Projects (£1m- 7.5m, 24months)	10 projects (up to £2m, 12months duration)
Total cost for each programme	£	£	£
Total cost for the scenario	£		

Annex A 1.3 Table 2: Work package scenario cost breakdown

*Grade/level of staff	<u>Daily rate</u> (incl VAT - <u>breakdown)</u>	No. days offered over course of contract	Tasks to be undertaken on this project	Total price offered per staff member
	£			£
	£			£
	£			£
	£			£
	£			£
Sub-total				£

^{[*}Suppliers should also include sub-contractors]

Annex A 1.3: Table 3: Non-staff/project team charges

<u>ltem</u>	No. of items	Price per item (incl VAT - breakdown)	Total price per offered
		£	£
		£	£

		£	£
		£	£
		£	£
Sub-total			£

Annex A 1.3: Table 4: Full price offered

Sub-total (Table 2 and 3)	£
VAT	£
TOTAL (Sub-total + VAT)	£

Annex B: Mandatory Exclusion Grounds

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

Public Contract Directives 2014/24/EU Article 57(1)

Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906:

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994:
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the "Halifax" abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or "Halifax" abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour:
- ILO Convention 105 on the Abolition of Forced Labour:
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)

 Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

Annex C: KPI Management Framework

The below table sets out the Key Performance Indicators (KPIs) which will be used throughout the longevity of the contract. The RAG (Red/Amber/Green) status will be used to measure monthly progress and monitor general performance of suppliers achieving KPIs. We intend the tracking of KPIs and quality to be in partnership with BEIS and the suppliers in all lots.

KPI	KPI Criteria	KPI	KPI Rating		
Ref		measure			
1	Work package proposals turnaround time	Work delivered to the agreed standard within 5 working days or as agreed with the Authority.	More than three deadlines missed by 3 working days or more in a 3- month period.	More than one deadline missed by 3 working days or more in a 3-month period.	Meets expectations - All deliverables sent to the Authority on time and to the required standard.
2	Work package quality in turnaround; no errors in approved specifications. Errors are considered material inconsistencies in the allocation of time or resource deployed. Errors are not considered spelling or formatting errors.	Work delivered to the agreed standard with 0 errors in approved specs. Errors are considered material inconsisten cies.	Invoices sent to the Authority with either a delay and/ or without the required breakdown on more than three occasions in a 3-month period.	Invoices sent to the Authority with either a delay and/ or without the required breakdown on more than two occasions in a 3-month period.	Meets expectations - All invoices sent to the Authority on time and accurately reflect agreed work
3	15% SME spend (at a minimum) - per lot	SME spend is tracked by the Technical Coordinator with clear and transparent	SME spend falls below 15% on more than two occasions in work package delivery (per lot).	SME spend falls below 15% on more than one occasion in work package delivery (per lot).	15% SME spend is achieved which meets the agreed requirements (per lot).

		indication of SME input in work packages.			
4	95% of all work packages successfully complete all objectives.	An up-to- date work package tracker and risk register to be used to track progress.	Work packages don't meet specified objectives on more than two occasions or contains significant omissions on more than two occasions.	Work packages don't meet specified objectives on more than one occasion or contains significant omissions on more than one occasion.	Meets requirements
5	95% of all work packages successfully delivered within agreed work package budget.	Percentage variance against agreed forecast	Deviation is 10% or more from the agreed variance	Deviation is 5% or more from the agreed variance	There is no deviation.
6	Monthly delivery report successfully submitted to Technical Coordinator and/or BEIS.	Monthly delivery and risk reports submitted on an agreed monthly date.	Monthly report deadline is missed on two or more occasions.	Monthly report deadline is missed on one or more occasions.	Monthly reports are delivered on time and no warning are issued.

The following table indicates the relevant KPIs which are applicable to the service credit scheme and the associated performance measure on a **quarterly basis**, applicable if the KPI rating is red. The RAG status of each KPI will be monitored monthly in collaboration with suppliers before the applicability of quarterly service credits.

Service Level				
	Service Credit for each Service			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Period

1.Work package proposals turnaround time: Work delivered to the agreed standard within 5 working days or as agreed with the Authority.	Timelines	Within 5 working days (unless specified as other by the Authority) – 95%	[]	0.5% Service Credit gained for each percentage under 85% or unless agreed with the Authority otherwise.
2.Work package quality in turnaround: Work delivered to the agreed standard with 0 material inconsistencies in the allocation of time or resource deployed. Errors are not considered spelling or formatting errors.	Accuracy	0 errors in approved specs – 95% of the time in a 3 month period		0.5% Service Credit gained for each percentage under 85% or unless agreed with the Authority otherwise.
4.95% of all work packages successfully complete all objectives within start and end date.	Accuracy/ Timelines	95%		0.5% Service Credit gained for each percentage under 85% or unless agreed with the Authority otherwise.
5.95% of all work packages successfully delivered within agreed work package budget.	Accuracy/ Budget	95%		0.5% Service Credit gained for each percentage under 85% or unless agreed with the Authority otherwise.

It is expected that all KPIs will be achieved 95% of the time and ongoing discussion with suppliers will reflect this. However, service credits will only be applicable if the KPI performance falls below 85%. If the supplier does not achieve 85% success as outlined in the KPIs, there will be a penalty clause of 0.5% Service Credit gained for

each percentage under the specified performance measure, as stated in Schedule 10.

Worked Example:

Over the course of the quarter, the supplier achieved KPI 1 (Work package proposals turnaround time: Work delivered to the agreed standard within 5 working days or as agreed with the Authority) 79% of the time.

As the service credits scheme is applicable for 85% or under, there will be service credits applied on (85% - 79%) 6%.

The service credit will be 0.5% for every percentage. Therefore, 0.5% x 6 = 3% service credits will be applied to the quarterly invoice.

Annex D: Terms and Conditions

The Cabinet Office Mid-Tier Terms and Conditions apply to this contract. They will be uploaded separately to the Tender Box. A list of the appropriate Core Terms and the Schedules are below:

- 1. Core Terms
- 2. Schedule 1 (Definitions)
- 3. Schedule 2 (Specification)
- 4. Schedule 3 (Charges)
- 5. Schedule 4 (Tender)
- 6. Schedule 5 (Commercially Sensitive Information)
- 7. Schedule 6 (Transparency Reports)
- 8. Schedule 10 (Service Levels)
- 9. Schedule 13 (Contract Management)
- 10. Schedule 18 (Supply Chain Visibility)
- 11. Schedule 20 (Processing Data)
- 12. Schedule 21 (Variation Form)
- 13. Schedule 22 (Insurance Requirements)
- 14. Schedule 25 (Rectification Plan)
- 15. Schedule 26 (Corporate Social Responsibility)
- 16. Schedule 27 (Key Subcontractors)
- 17. Schedule 29 (Key Supplier Staff)
- 18. Schedule 30 (Exit Management)