

# **Invitation to Tender**

## **A Gas Decarbonisation Pathway for Scotland**

**Confidential**

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## 1 Introduction

### 1.1 Introduction

Energy Networks Association (ENA) (the “Company”) is pleased to invite tenders for the assessment of a joint decarbonisation pathway for the gas networks, as described within this Invitation to Tender (ITT).

## 2 Invitation to Tender documents

This Invitation to Tender (“ITT”) pack comprises of the following documents.

### Scope of Services

The “Scope of Services: A Gas Decarbonisation Pathway for Scotland” document sets out the details of the services required.

### Tender Scoring Spreadsheet

See Appendix 1.

### 2.1 Consultancy Agreement and T&C’s

ENA expect to provide a full complement of Terms and Conditions in sufficient time before the interview, so that there is time for the bidders to review the contract and provide any comments in advance of ENA selecting a preferred bidder.

The bidder is to review and provide any comments or proposed changes to ENA before the interview. ENA reserves the rights to reject, accept or modify changes and, if an agreement cannot be met with the bidder, cease any further engagement with the bidder.

## 3 Instructions to bidders

### 3.1 Contact Details

All correspondence and tenders (unless otherwise stated) in connection with this ITT will be submitted via email to: [gasgoesgreen@energynetworks.org](mailto:gasgoesgreen@energynetworks.org)

Telephone: +44 (0) 20 7706 5100

### 3.2 Tendering process

To allow sufficient time for evaluation, contract negotiation, selection and communication of the Contract award, you are requested to ensure that you meet all of the specified timelines for this tender process.

It should be assumed that there is no flexibility in this timetable, and all costs in tendering and meeting this timetable will be borne by the tenderer.

### 3.3 Timetable

TASK	DATE*
Issue of ITT	17/09/20
Closing date for bidders ITT responses to be received by ENA	09/10/20
Interviews with preferred bidder(s)	w/c 12/10/20
Selection of preferred bidder (subject to agreement of Ts & Cs)	w/c 12/10/20
Sign contract and Commence Work	w/c 19/10/20

Responses should be submitted by **9<sup>th</sup> October**. This date replaces the previous date of 30<sup>th</sup> September.

Please be aware that these dates are subject to change at the discretion of ENA.

As part of the evaluation process ENA may require bidders to participate in the following:

- Interview with bidder personnel who would be involved in the implementation or delivery of the services.
- Presentation to ENA or designated personnel via video conference
- Negotiations with the bidders, including any amendments to terms & conditions

ENA reserves the right to issue follow-up or supplementary questions during the ITT response period or after receipt of tenders. Questions and answers will be made available on request to all bidders, unless deemed confidential by ENA.

### 3.4 Approach to the Tender

All bidders are expected to review all documents and submit any questions and clarifications to ENA. The bidder shall provide their tender response in accordance with the requests made within this document. The bidder shall provide the following completed documents for their proposal:

1. Proposal for delivering the Scope of Services, including methodology, cost, time and any proposed modifications (maximum 10 pages); and
2. CVs of key personnel (in addition to the above but limited to 5 pages).

The evaluation of the ITT will be based on the criteria as detailed in Appendix 1.

The preferred bidder(s) may also be asked to attend an online interview with key members of ENA staff and ENA’s Gas Futures Group, to present their proposal for delivering this piece of work. The bidder is asked to give these slides to ENA at the end of the interview, as they will also be used in the scoring.

#### 3.4.1 Queries and Clarification Process

If a conflict of information in the tender documents is recognised, or should the bidder wish to ask any questions regarding the tender documents it shall do so via email as per the contact details in section 3.1.

All bidders shall be advised of the response to all valid questions, unless deemed confidential by ENA. ENA shall only provide responses relevant to the tender documentation. A copy of any responses where relevant (appropriately anonymous) or further updates to the tender documents will be issued to all bidders electronically via email as soon as practicable following any required update/changes.

The bidder shall be deemed to have satisfied itself as to the adequacy of information contained in the ITT and that obtained by its own independent observations, enquiries and understanding, including inspection and assessment of documentation and data that is in the public domain. Upon submission of its tender, the bidder shall be deemed to have a full knowledge of the nature, character and cost of the services to be supplied, standards of workmanship and all other matters necessary to satisfactorily provide the services.

### **3.5 Canvassing/Collusion**

When preparing your tender:

You should certify that your tender is a bone fide tender and that it has not been adjusted by agreement or by arrangement with any other party. Furthermore, your tender should certify that:

(a) You have not communicated to a party other than the ENA any details of your tender except to the extent necessary to obtain professional or technical advice or information, quotations or offers of funding necessary for the preparation of the submission; and

(b) You have not entered into any agreement or arrangement with any other party that they shall refrain from submitting a tender or adjust their tender in any way.

Any breach of (a) and (b) may lead to the exclusion of one or all bidders involved at the discretion of the ENA.

### **3.6 How to Submit Your Tender**

#### **3.6.1 Instructions for Responding to this ITT**

Please note that the tender response format should be in the form of Microsoft Office documents (i.e. Microsoft Word, supported where necessary by PowerPoint, Excel documents).

Tenders must be submitted in the English language and priced in pounds sterling.

Bidders should ensure that they have fully read and understood all parts of this ITT. All bidders must consider the requirements of this ITT and ensure that their tenders comply with the same. Bidders must provide any information required. Failure to do so may result in a tender being deselected as it is not complete.

The ENA will not be responsible for any expenses incurred in the preparation of any tender, or in attending any pre and/or post tender meetings, site visits or tender clarifications. No reimbursement shall be made by the ENA whether or not an award of a Contract is made.

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### 3.6.2 Statements

No statement made by or on behalf of ENA to bidders, is binding on ENA unless the statement is expressly stated to be so in writing. The record of any meetings between a bidder and ENA does not constitute a statement in writing.

### 3.7 Bidders' Guide to Completing and Submitting your Response

The following provides guidance on how to complete and submit your ITT response.

ENA reserves the right to reject responses/ tenders that fail to be submitted by the specified tender closing date set out in the timetable (Section 3.3).

It is the bidder's responsibility to ensure that its tender is received by ENA by the closing date.

#### 3.7.1 Guidance on completing the ITT

Please read this ITT carefully and thoroughly.

Bidders should note the following:

- Responses must be in the English language.
- This ITT is governed by Law of England and Wales.
- Where requested, please provide supporting evidence from similar projects in order to verify your answer. Bidders should ensure that their responses include reference to examples which bidders have delivered within the last 3 years.
- ENA will respond to clarification questions which have been asked as soon as reasonably practicable.
- Successful respondents will be notified via email.
- Please note that all dates set out in the timetable (Section 3.3) will be kept under review by ENA and may be updated at its sole discretion. ENA will notify bidders via email as soon as possible of any changes made to this timetable.

#### 3.7.2 Instructions for Pricing

A total fixed price for delivering the description of services within the Scope or Services document should be stated by the bidders in their response. This is to include a breakdown of the price including but not limited to; day rates, number of days and therefore costs on an activity by activity basis, expected expenses, equipment, VAT, etc. The bidders are asked to provide a rate card table for any additional work they that believe is required but which is not stated within the original Scope of Services.

All responses should be in pounds sterling exclusive of VAT (using the full number, not £k).

The awarded vendor will quote the relevant ENA purchase order in any matter concerning fees, expenses and payments.

The awarded vendor will prepare an estimate / quotation and obtain the prior approval of the ENA nominated contact for any expenses or payments not included within the fees stated in the response by the bidders.

Any travel time incurred by the awarded vendor in delivering these services will not rechargeable and should be included in the fixed price.

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The awarded vendor will keep appropriate accounts and records including but not limited to the following:

- Timesheets
- Expenses
- Payments
- Any other specific account or record specified by ENA

Unless stated otherwise, fees, expenses and payments will be deemed to be exclusive of VAT.

### 4 ITT Procurement Requirements

Please see appendix 2 for further details.

### 5 Contract Award Criteria

All tender responses and subsequent interviews will be scored in accordance with the award criteria in Appendix 1, which is based on required works from the Scope of Services document.

The consultant is asked to provide the following in their response to this tender:

1. Proposal for delivering the Scope of Services (maximum 10 pages) including at a minimum:
  - Clarification of the scope of work, including assumptions and exceptions
  - Proposals and methodology for delivering the scope of work, including what processes, techniques, etc will be used for the various aspects
  - Proposed modifications (if any)
  - Proposed approach to extracting knowledge from the gas networks, ENA and other stakeholders
  - Costs, including resource requirements as described in this ITT
  - Assessment of proposed timeline and whether this is achievable
  - QA processes that will be used for this piece of work
  - Risks and challenges identified
2. CVs of key personnel (in addition to the above but limited to 5 pages) which can help to demonstrate:
  - Experience of undertaking similar pieces of work
  - Experience conducting workshops to achieve similar objectives
  - Experience of working with large and diverse stakeholder groups

Following an initial evaluation, the preferred bidder(s) will also be asked to attend an interview with members of ENA and the Gas Futures Group (“GFG”), to present their proposal for delivering this piece of work.

After the interviews, the scoring for the written tender response will be revisited and modified on the basis of the interview. The final score will be a simple sum of the final written response score and the interview, and this will determine the winning bidder.

## 6 Energy Networks Associations' Rights

ENA reserves the right to:

- waive or change the requirements of this ITT from time to time, without giving prior notice to the bidders
- request that bidders provide clarification or further documents in support of their ITT response
- disqualify bidders who do not submit a response which complies with this ITT
- disqualify bidders who are guilty of misrepresentation in relation to any aspect of this ITT
- to withdraw this ITT, and to reissue it on the same or an alternative basis
- choose not to award any contract as a result of this ITT
- make any changes it considers necessary to the timetable, structure or content of this ITT



## **Appendix 1 - Tender Evaluation Criteria**

The evaluation criteria are included in the attached scoring spreadsheet.

### **VARIANTS**

Where a commercial or technical variant has been proposed and submitted in accordance with the instructions to bidders, the ENA will, if the variant is technically and/or commercially acceptable, consider and assess it in accordance with the principles of these Contract Award Criteria's.

### **NEGOTIATIONS**

The ENA reserves the right to undertake negotiations with all or some of the bidders who meet the above criteria. During these negotiations, ENA reserves the right to conduct negotiations in successive phases in order to reduce the number of bidders to be negotiated with by applying the Contract Award Criteria and eliminating the bidder or bidders whose offer is the least economically and technically advantageous.

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### Appendix 2 - ITT Procurement Requirements

#### Joint tenders

Joint tenders may be submitted by more than one person, firm or company on the basis that each joint tender is jointly and severally liable under the contract.

#### Execution of tender

Bidders must execute their tenders in the manner indicated below: In submitting its tender, the bidder warrants, represents and undertakes to ENA that:

- (a) it has complied with the conditions set out in this ITT;
- (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to ENA by the bidder, its staff or agents in connection with or arising out of the ITT are true, complete and accurate in all respects, both as at the date communicated and as at the date of bid submission;
- (c) it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the ITT and has not submitted its response in reliance upon any information, representation or assumption which may have been made by or on behalf of ENA (with the exception of any information which is expressly warranted by ENA); and
- (d) it has full power and authority to respond to an ITT and to perform the obligations in relation to the Consultancy Framework Agreement and will, if requested, produce evidence of such to ENA.

#### Change of control and information provided in the ITT response

Where a change in the structure, control, composition or membership of an organisation takes place at any time prior to execution of this piece of work, ENA must be informed of the change in writing, and ENA reserves the right to re-evaluate the bidder's ITT submission.

#### Publicity

It is permissible to use the corporate logos of ENA for the sole purpose of illustrating or badging ITT responses. However, bidders should not disclose or make available to the press, or in any other way make public, any information in respect of this ITT document without the express written permission of ENA.

#### Copyright

The copyright in this ITT and any other documents provided as part of this tender process belongs to ENA. Bidders shall not reproduce or make available any part of these documents to any third party (unless for the purposes of preparing a response to this ITT) without the written permission of ENA. This ITT document and all other associated documents and all copies of it are the property of ENA.

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### **Reliance on Information**

The information in this ITT document and any other information provided by ENA is provided in good faith. However, ENA (including its directors, officers, employees, agents or advisers) does not give any warranty as to the accuracy or completeness of any information supplied.

### **Due Diligence**

It will be the responsibility of bidders to ensure that they have undertaken their own due diligence process in formulating their responses to the ITT. ENA will not warrant/certify any third party information required by bidders in formulating their responses to the ITT.

ENA may, however, require its professional advisors or current suppliers to warrant any information they are asked to provide which may be required by bidders in formulating their response and proposals.

### **Cost of Participation in Proposal**

Bidders will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this ITT. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to the ITT document, or any other documentation by ENA at any time. For the avoidance of doubt, ENA shall have no liability whatsoever to bidders for any costs incurred through participation in this ITT, including the costs of any amendments, changes, discussions or communications.

### **Bidder Conflict of Interest**

Bidders (or where the bidder is a consortium) are responsible for ensuring that no conflicts of interest exist between themselves, their staff, agents and advisors and those of ENA. Any organisation that fails to comply with these obligations could be disqualified from the procurement process.

### **Communication between Bidders and ENA**

To ensure consistency and to maintain commercial confidentiality, bidders should not contact ENA other than through the single named point of contact (Section 3.3) using the process described to discuss any elements of this ITT process or the requirements.

### **Bidders' Costs**

Each bidder will bear its own costs of participating in this ITT process, including the costs of preparing and submitting any clarification questions and its ITT response and any accompanying or associated documents, and of taking part in the ITT.

### **Exclusion of Liability**

ENA bears no liability whatsoever for the outcome of the ITT and shall not be liable for any bidder's costs, including any loss of profit or other economic loss incurred by any bidder (or, where the bidder is a consortium, any consortium member), its employees, agents, advisers, subcontractors or funders.

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Any and all liability is expressly disclaimed and excluded to the greatest extent permissible by law. Notwithstanding the foregoing, liability for death or personal injury caused by ENA, its officers, employees, agents or advisors is not excluded.

### **ENA's Discretion**

Neither the issue of this ITT nor any information given later on in the ITT process commits ENA to accept any ITT response and/or award any contract pursuant to this ITT process and/or constitutes an offer to enter into a contractual relationship.

ENA may in its sole discretion at any time terminate discussions with any one or more bidders and/or to discontinue this ITT process.

Where a bidder makes or suffers material changes to any aspect of their ITT response, ENA will consider the effect that this may have on the eligibility of the bidder to continue to participate in the ITT and may decide to disqualify the bidder.

### **Risk identification and evaluation**

Bidders should review potential risks and make their own evaluation of their tender submissions.

### **Notification**

Bidders should notify ENA in writing via email immediately upon identification by them of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any of the ITT Documents, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. ENA shall issue a clarification to all bidders if appropriate to resolve such ambiguities.

### **No claim**

ENA will not consider any claims made by a bidder that its tender was disadvantaged by a lack of information, or an inability to resolve ambiguities.