Black Start Tender Query Log

Tender Query	Date received (dd/mm/yy)	Document Reference (if applicable)	Query	Response	List of any attachments to this tender query (if applicable)	Date respsonse issued (dd/mm/yy)
1	11/02/2019	Appendix 1	In appendix 1 it states, in various questions, 'Please complete column 5 ' / Please state Yes/No in column 5. If 'Yes', please complete and return the Appendix 3, and if required, Appendix4. Which column 5 is it referencing, column 5 in appendix 1 or in the other appendices ? In appendix 1 unless you highlight table cell borders it is not immediately clear that there is actually five columns.	This refers to the column in Appendix 1, which is titled 'Column 5 - Provider Response'.	N/A	19/02/2019
2	12/02/2019	Appendix 2 - Technical requirements declaration	For the technical requirement relating to 'Short-circuit level (following the start of a system disturbance)' 1) We assume the request is for the symmetrical short-circuit contribution of the black-start group at 400kV at the instant of fault (t<80ms). 2) We assume the request if for the symmetrical short-circuit contribution of the black-start group at 400kV after 80ms (t>80ms). Can this please be confirmed.	Confirmed. This needs to be seen at connection interface with the NETS/ DNO system (as applicable).	N/A	19/02/2019
3	12/02/2019	Appendix 2 - Technical requirements declaration	Relating to the technical requirement Inertia Value. Would values not expressed in MVA.s but in MWs or J satisfy ESO requirement. If this does not meet the requirement can ESO please provide further information detailing the requirement and the parameters required in order to provide this figure	The value in MWs or J can be converted into a total MVAs contribution. For example if the generator quoted is of 100MVA scale and a 0.85 pf, then the inertia constant would constitute a conversion of the 5.06MWs/MVA inertia constant into a (5.06/0.85)*100= 595.29MVAs value. This can then be compared against the minimum MVAs value quoted.	N/A	19/02/2019
4	15/02/2019	N/A	We foresee that any commercial offer made by 30 April 2020 will have a validity period attached to it and as such will expire on a certain day due to the loss of factory component supply, outage windows and the validity of supplier pricing structures? Could NGESO confirm how the validity period of any offer should be conveyed at the time of submission.	We would recommend ensuring offers are valid at least until the contract award date, which is 30 Jun 2020. We note this and will include it in the commercial submission template ahead of F2 submissions.	N/A	22/02/2019
5	15/02/2019	NGESO - TD7 BS Service Contract Terms DRAFT and Appendix 4 Contract Deviation table	Upon which basis should a commercial offer to NGESO be made on or before 30 April 2020 deadline? 1. Terms as published on 15th Feb 2019, or 2. Terms as adjusted by the comments as documented in Appendix 4 - Contract Deviation table assumed to be acceptable to NGESO?	Commercial offers should be made on the basis of the terms as published on 15th Feb 2019, unless (where terms need to be amended to reflect specific aspects of the service) we have agreed to changes. We will seek to discuss these prior to the commercial submission deadline.	N/A	22/02/2019
6	15/02/2019	NGESO: Appendix 5 - Non Disclosure agreement	Clause 4.3 of the proposed NDA states that the obligations under the NDA shall be superseded by any Black Start Contract. We propose that this clause is re-worded to make clear that such supersession shall be without prejudice to the parties' existing rights and obligations under the NDA, to ensure that confidential information provided before the date of entry into the Black Start Contract is still protected. Should it also make clear that it is only superseded with respect to the relevant black start plant only, and not in relation to obligations of confidentiality for other plants? Can NGESO explain how, and by what mechanism, they would secure any 3rd party consultant/auditor to confidentiality at the time this term comes into force and confirm if they find the above general proposal acceptable?	The NDA is designed to ensure that potential providers do not disclose the black start status or potential black start status of the plant. If the provider is awarded a Black Start contract, confidentiality is covered in the CSA agreement, which will supercede the NDA. If the provider is not awarded a Black Start contract, both parties are still bound by the NDA. Providers would need to submit multiple EOIs if considering projects with different assets, and therefore separate NDAs for each site/plant. Should a third party consultant be employed by NGESO to review the designs and costings, NGESO will ensure appropriate agreements/terms are in place so that confidential information is protected.	N/A	22/02/2019
7	15/02/2019	NGESO: TD8 - FAQ's. Q5.	NGESO answered FAQ no.5 stating that 'all contract costs' shall be included within the £per settlement period value of any offer. Can NGESO please clarify if 'all costs excluding capital costs' should combine to form the £per settlement period offer value or 'all costs including capital costs' should combine to form the £per settlement period offer value?	Further information will be provided in a commercial submission template ahead of the F2 submission period, but capital costs will be included in the total £/SP cost for the purposes of assessment. For absolute clarity, for the purposes of payment they will be handled separately.	N/A	22/02/2019

8	15/02/2019	NGESO: TD7 - BS Service Contract Terms DRAFT	We observe that there is no cap on liability or exclusion of consequential loss contained within the terms, nor any term offering a reciprocal indemnity from NGESO. In just one example scenario, the requirement to conduct testing onto a 'live' bus bar carries risk arising due to error, negligence or other, making it virtually impossible for the service provider to quantify its exposure. Can NGESO confirm that the terms are negotiable in these specific areas?	We note your comments though this has not changed from the previous standard for the service. We suggest that you raise this in your contract deviation form and it will be given due consideration.	N/A	22/02/2019
9	15/02/2019	NGESO: TD7 - BS Service Contract Terms DRAFT	Can NGESO confirm the form that any Parent Company Guarantee (PCG) may take? The provision of a draft form would be very helpful.	A template PCG will be available on the website. Please note the CSA terms may need adjusting minimally depending on the standing of the parent.	Template Parent Company Guarantee	22/02/2019
10	15/02/2019	NGESO: TD7 - BS Service Contract Terms DRAFT	Clause 4.15.4: Can NGESO confirm the form of submission in Schedule E Section 4 anticipated? We assume that a number of days is submitted here rather than fixed dates and timeframes.	Number of days, plus indicative dates if they are available.	N/A	22/02/2019
11	15/02/2019	NGESO: Appendix 3 - Contract Declaration	We note that this declaration takes the form of a formal obligation, and that there is no reference to the presence of any content entered in to Appendix 4 - Contract Deviation Table. The omission of reference to any tabled deviations within the declaration makes it unworkable in instances where material matters are registered in Appendix 4, as the declaration would appear to bind the service provider to the contract terms, without amendment. Can NGESO confirm their suggested approach to this scenario and confirm that amended wording, catering for this would be acceptable?	NG ESO isn't obliged to amend the terms, but will consider where reasonable and justifiable, amendments that allow the provider to deliver the service. We will seek to discuss these prior to the commercial submission deadline.	N/A	22/02/2019
12	15/02/2019	NGESO: TD7 - BS Service Contract Terms DRAFT: Annex D, Part iii.	There appears to be contradiction to the quoted Reactive Power range when comparing the wording "Minimum Output" in Schedule E Part III to sub-clause 4.8.4.9 which states no load. Minimum Output as defined in the Grid Code relates to Minimum Generation which equates to Stable Export Limit. Please can NGESO clarify whether the value should be quoted at SEL or zero load.	Please quote at zero load. We will update Schedule E accordingly.	N/A	22/02/2019
13	15/02/2019	NGESO: TD7 - BS Service Contract Terms DRAFT. Annex A. 10.2.	We understand the purpose of this clause, however there may be circumstances relating to the supply chain or economic climate across Europe where, through no fault of the Service Provider there may be unavoidable and unforeseen delay. Can NGESO consider linking force majeure to these scenarios within this clause, in other words for NGESO's termination right to not apply if the delay extends beyond six months as a result of FM? We appreciate that an absolute backstop may be required by NGESO, but six months is an exceedingly short time period for such a complicated project involving many suppliers and contractors.	Please include this in your contract deviation form, and we will give due consideration.	N/A	22/02/2019
14	15/02/2019	NGESO: TD7 - BS Service Contract Terms DRAFT. Annex A. 10.1.	Can NGESO clarify the list of cost features combined to form both the £3,000 & £1,000 daily rates of liquidated damages?	NG ESO is running a competitive event to procure a service from a specific date. If that provision isn't available on the date agreed, ESO will have to take alternative actions to ensure sufficient levels of provision, which are likely to be more expensive at short notice, and for a short duration, hence the increased levels over a shorter time frame immediately after the target commencement date. The costs given reflect a forecast of what NGESO may be exposed to in these circumstances.	N/A	22/02/2019

15	18/02/2019	NGESO: TD7 - BS Service Contract Terms Feb 2019. Clause 4.20	We note that Commissioning Assessments, Capability Assessments, Remote Synchronisation Tests, Dead Line Charge Tests and Reproving Assessments, as well as plant operation associated with necessary installation and commissioning activities undertaken by any BS Service Provider (apart from system reconfiguration costs) are required to be borne by the BS Service Provider. The only apparent mechanism to recover these costs is via the £/s.p. value. We note that National Grid state "or at such other times as it may determine" in each test section which provides no certainty for the BS Service Provider over frequency or specific timing of such tests. We are concerned that it is highly impractical to estimate in Q1 2020 the costs associated with unknown scopes or timing of testing over the contract term. Costs associated with these activities are highly volatile, material and subject to market conditions. We therefore suggest that NGESO revert to a cost-reflective approach at the time of each test, whereby plant running patterns will be more certain. Otherwise BS Service Providers will be forced to price in worse case scenarios thus increasing costs for the end consumer. We observe that Clause 4.20.9 does not provide for the BS Service Provider to postpone any test on the grounds of excessive cost, i.e. adverse market conditions. Can NGESO confirm that the assumptions described above are accurate and, if so, state how they believe that this approach provides best value to the customer.	We note your comments and intend to provide further information prior to commercial submission date once we have a firmer view on how testing requirements may change to ensure providers can make their assumptions as accurate as possible. We believe that as these costs are passed on to the end consumer, we need to assess the total cost of the service, including testing, rather than accepting a lower cost service, which later on is very expensive to test. In a competitive environment we expect providers to be incentivised to minimise these costs, both ahead of time, and during the test period. We expect providers to be best placed in assessing the most economic times to perform the test, and test dates will be agreed on this basis.	N/A	22/02/2019
16	07/03/2019	TD1	If Bidder A scores 20 points in the technical assessment and Bidder B scores 10 points, and if Bidder A offers the service for £10/Hour, what cost would Bidder B need to offer in order that Bidder B is preferred over Bidder A?	The commercial score for each participant will be relative to the lowest cost - the lowest overall cost will score 100% and other scores will be generated relative to that. The commercial score will then be weighted (70%) and combined with the weighted technical score (30%) to produce the overall tender score. We encourage providers to build their own assessment model to test the criteria.	N/A	13/03/2019
17	07/03/2019	TD1	If Bidder C's plant is rated at 500 MW and Bidder C offers the service for £10/Hour, and if Bidder D's plant is rated at 50 MW, what cost would Bidder D need to offer in order that Bidder D is preferred over Bidder C?	The commercial score for each participant will be relative to the lowest cost - the lowest overall cost will score 100% and other scores will be generated relative to that. The commercial score will then be weighted (70%) and combined with the weighted technical score (30%) to produce the overall tender score. We encourage providers to build their own assessment model to test the criteria.	N/A	13/03/2019
18	07/03/2019	TD1	Section 3.5 - Please explain how the contribution to restoration time will be assessed, e.g. if Bidder E's plant can start in 30 minutes and Bidder F's plant can start in 60 minutes, and if Bidder E offers the serice for £10/Hour, what cost would Bidder F need to offer in order that Bidder F is preferred over Bidder E?	Contribution to restoration time looks at the amount by which a provider can reduce the zonal/national restoration time against the current position. As the model is adjusted for this purpose, we will develop appropriate scores and share when it is appropriate to do so. Scores could for example look like: 10 hours reduction scores 10% 9 hours reduction scores 9% and so forth.	N/A	13/03/2019

19	07/03/2019	Appendix 5 - NDA	Clause 2.4 (1) What information relating to any tender submitted would be required to be disclosed under the National Grid Transmission Licence; to whom; and the form and details of any such disclosure. (2) Will the tenderer be notified of any such disclosure prior to it being made?	The main reason for NG to disclose information relating to the tender under its licence would be to a recognised auditor and the regulator for the purposes of determining the Allowed Revenue for the Black Start service. There may however be other reasons why disclosure is for example in relation to the Black Start Strategy and Procurement Methodology publications, and Ofgem does have broad powers to request further information under condition B4, and in particular under Special condition 4G. We will not notify the provider before disclosing in the circumstances described above, though we will clarify this in the invitation to tender. Should the regulator require us to disclose anything related to the tender to any other party, ESO will notify the tenderer where it is deemed appropriate to do so.	N/A	13/03/2019
20	07/03/2019	General	If the tenderer has to rely on external technical support to complete the F2 study (up to the £150k capped contribution), is the tenderer required to tender the F2 Study to suitable parties in order to receive the cost contribution from NG ESO? If so, will NGESO restrict the companies involved in this F2 study tender?	Participants are not required to tender the F2 study, but are encouraged to if it will reduce costs and is achievable in the timelines for the BS competitive procurement event. The provider is responsible for ensuring the parties involved in the F2 tender are appropriately equipped, and subject to sufficient confidentiality provisions.	N/A	13/03/2019
21	08/03/2019	TD7 - BS Service Contract Terms Feb 2019.PDF	There are various places within the terms where cross-references have not been correctly transposed. 4.20 seems not to have been correctly added to the table of contents as all references to it are coming up with cross-referencing errors (e.g. in Clause 4.9.3.1 and 4.9.4.2(b)).	Noted, we will ensure these are corrected.	N/A	13/03/2019
22	08/03/2019	TD7 - BS Service Contract Terms Feb 2019.PDF	Claue 4.3.1.5 - Can confirmation be provided on the intent of this clause? Is it intended to cover secondary fuel contracts (e.g diesel or gas) or only electrical energy?	Clause 4.3.1.5 may not be applicable to all potential providers. It may for example refer to a combined service, or to a service from an HVDC system, where an agreement for energy needs to be in place.	N/A	13/03/2019
23	12/03/2019	Stage 2 feasibility F2 Scope of Works TD7 - Black start terms	Section 1.2.2 Confirmation Of capability. Do you require any further detail from the F2 study in relation to start up profile other than the information to populate Part III and Part IV of schedule E in the TD7 - Black start terms document	The information will be similar but not exactly the same: - From the F2 Study we require an *end-to-end* start-up profile (continuous time line) includind the expected evolution of loads for the BS Auxiliary Unit(s); - On the BS Service (Example: if a Power Station, for the contracted main unit(s), the minimum/maximum admissible load steps, any hold points throughout the block loading stage, etc); - Also expected from the F2 study the technical capability of the BS Service, which might differ from the Contracted capability.	N/A	18/03/2019
24	12/03/2019	Technical requirements	Please confirm block load requirements are only required for increases in generation	If the the query is related to 1.Technical requirements / Block Loading Size (≥20MW) we can confirm the requirement is only for increases in generation.	N/A	18/03/2019
25	11/03/2019	BS Service Contract Terms	The BS Service Contract Terms document says that it will be incorporated into a Commercial Services Agreement (CSA) as Clause 4, can you provide a copy of the CSA.	To be uploaded w/c 18 Mar	N/A	18/03/2019
26	14/03/2019	Appendix 2 - Technical Requirement Declaration	In the Technical Requirement Declaration there is a requirement to provide an estimated average service availability for the contract period. This will be driven by both technical and commercial factors that will crystallise during the study periods. For the purpose of the EOI is it acceptable to commit to meeting the 90% threshold as for other requirements.	We understand these may be indicative at this stage. Please commit to at least 90% and be as accurate as you can with the information available at this time.	N/A	18/03/2019