

B6 Constraint Management Pathfinder (2024/25)

Invitation to Tender

1. Introduction

Your company is invited to tender in accordance with the details, scope, conditions of contract and all other attachments provided as part of this Invitation to Tender (ITT) for the B6 Constraint Management Pathfinder (CMP) 2024/25 on behalf of National Grid Electricity System Operator (ESO). The purpose of this document is to help tenderers navigate the tender documentation as well as provide instructions and guidelines on the main requirements of the tender submission.

2. Invitation to Tender

This ITT consists of three sections, with the documents outlined below:

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Document Reference:	Tenderer's Required Action:
Section 1 – Tender Instructions:	
1. B6 CMP 2024/25 Invitation to Tender Letter	For Information
2. B6 CMP 2024/25 Tender Instructions	For Information
3. B6 CMP 2024/25 Tender Summary Presentation	For Information
Section 2 – Tender Information:	
1. B6 CMP 2024/25 Service Specification	For Information
2. B6 Constraint Management Intertrip Service Framework Agreement	Will also be issued <u>separately</u> for signature on Docusign
3. B6 Constraint Management Intertrip Service 2024/25 Standard Contract Terms (SCTs)	For Information
4. B6 Constraint Management Intertrip Service 2024/25 Comparison of Standard Contract Terms (SCTs)	For Information

5. B6 CMP 2024/25 Tender Query (TQ) Log	For Information
Section 3 – Tender Submission:	
1. B6 CMP 2024/25 Commercial Submission Proforma	For Completion and Return
2. B6 CMP 2024/25 Tender Declaration	For Completion and Return

3. Contract Award Criteria:

This process is being undertaken in accordance with the principles of fairness, transparency, competition, equality of treatment, and non-discrimination. The award of contracts is based on the process and principles outlined in the B6 CMP 2024/25 Service Specification.

4. Submission Deadline:

The tender submission deadline is 12pm 2nd September 2022. The submissions must be received by the aforementioned deadline. Further information regarding the tender submission can be found in the following sections.

The ESO shall reject any tenderer’s submission not received by the tender submission deadline unless the late submission was because of a technical issue with SAP Ariba that prevented the bid from being submitted.

5. Acknowledgement of Receipt:

Receipt of this ITT must be acknowledged within 3-working days of issue by posting a message on the SAP Ariba Message Board. In posting a message on the Message Board, the message must clearly state the tenderer’s intention to submit a tender. If the tenderer fails to acknowledge their intention to tender within the stipulated time, then the tenderer shall be locked out of the tender process until such time as contact is made between the ESO and the tenderer to confirm the tenderer’s intention to bid.

6. Inability to Tender:

If for any reason a tenderer is unable to submit a tender, please return all documents immediately to Saul Shapiro (Procurement representative for the ESO) stating the reasons for declining to tender. Please note that tenderers not intending to participate shall be locked out of the tender event in SAP Ariba.

7. SAP Ariba:

SAP Ariba is the name of a web-based document management and collaboration solution that allows the ESO to communicate and share the latest tender information with tenderers, in a secure online space. The system enables tasks to be generated, information to be issued and requests for information to be routed to the right people for action and subsequent follow-up. For support using the SAP Ariba platform, please utilise the Help Centre menu located at the top right corner of the screen. The Help Centre shall assist with online submission queries, as well as any direct customer support needed.

8. Accessing the Tender on SAP Ariba:

All parties were asked to provide their SAP Ariba ID during the EOI stage. If no SAP Ariba ID was provided, a SAP Ariba account will be created using the details provided within the EOI submission proforma and the new ID will be communicated to the relevant parties.

9. SAP Ariba – Demonstrating ability to satisfy change to Service Specification

NGESO Pathfinders follow a 'learning by doing' approach, which can lead to changes in technical requirements after the EOI stage. As such, please note that the Ariba system will require you to confirm that the bidding asset(s) meet a change to the technical requirements **before** you can access the rest of the tender. Detailed information on the revised requirement for generation availability will be provided in the SAP Ariba question and in the updated B6 CMP 24/25 Service Specification.

To answer this question on the SAP Ariba platform, please click on “2. Review and Accept Prerequisites” on the left-hand side of the screen, under the title “checklist”.

10. SAP Ariba - Due Diligence

The SAP Ariba system will require that all five questions on compliance and due diligence are answered **before** it will allow participants to view the commercial tender documents.

To answer these questions on the SAP Ariba platform, please click on “2. Review and Accept Prerequisites” on the left-hand side of the screen, under the title “checklist”.

11. Return of Tenders using SAP Ariba:

Tenderers must return (via SAP Ariba) the fully completed section 3 – Tender Submission (together with any supporting documentation) on or before the tender submission deadline. The tenderer's submission must comprise of a password-protected electronic copy via SAP Ariba (upload all response documents into one zipped folder in section 3 – Tender Submission). Please note the

information system capacity constraints; SAP Ariba uploads are limited to 20mb per section. Please use additional information fields provided to further upload if required. If requested by the ESO, and irrespective at the end of the tender process, each tenderer is required to destroy all copies of the ITT documentation which have been issued as part of this process.

12. Returning the Framework Agreement

The Framework Agreement is to be signed and submitted separately from the tender event by 12pm on the 2nd of September 2022. It will be issued for signature using the electronic signature platform Docusign. Further details on this process will be provided with the separate Docusign invite.

13. Docusign

The online platform, Docusign, allows organisations to complete and sign agreements electronically on different devices. This platform will be utilised for all signatures on this event.

14. Amendments to Tenders:

Please note that submissions via SAP Ariba can be amended online at any time before the tender closing time and date.

15. Supplementary Information:

Supplementary documents or supporting information included with tender submissions must be identified with the tender reference number and title (both are provided at the top of this Tender Instructions document).

16. Language:

Tender submissions, supporting documents and subsequent communications relating to this ITT shall be in the English language.

17. Currency:

The main offer must quote prices in pounds sterling (GBP) and all payments made under any subsequent contract shall be made in pounds sterling.

18. Validity of Tender:

Tenders shall remain valid for acceptance for a period of 180-days from the date fixed for the return of tenders. Please note that all bids received during this tender process are subject to the Validity Period referenced above (180-days) and that the ESO reserves the right to accept any bid a party submits during any stage of the tender process.

19. Sufficiency and Accuracy of Tenders:

By submitting a tender response, tenderers are deemed to have examined all the documents comprising the ITT as well as any amendments or additions thereto issued by the ESO during the tender period. It is the tenderer's responsibility to check the completeness and accuracy of their tender prior to its submission. Errors or omissions may result in tenders being rejected or disqualified at the discretion of the ESO.

Please note that the ESO have been operating and are continuing to operate based on the information available to us throughout the commercial tender process, based in part on outputs provided by the Scottish Transmission Owners (TOs). The information provided throughout the course of this commercial tender process is accurate to the best of the ESO's knowledge.

20. Qualified Tenders:

Once tenderers have uploaded their submissions and the tender submission deadline has passed, tenderers must not amend any part of their submitted tender documents. If there is any alteration or omission made, without the prior consent of the ESO, to any ESO document forming part of the ITT then this may result in the tender being disqualified at the discretion of the ESO.

If amendments are required to any of the submitted tender documents, tenderers must contact the Senior Buyer (Saul Shapiro) to discuss the nature of the amendment(s). The ESO reserves the right to reject any amendment(s) if the inclusion of an amendment results in an unfair advantage to a tenderer.

21. Sub-Consultants/Sub-Contractors:

The ESO shall not respond to any direct approach from such potential sub-consultants/sub-contractor for details about this tender process.

22. Suspension or Cancellation of Tender Process:

The ESO unconditionally reserves the right to suspend and/or cancel the tender event at any point at its sole discretion and without any liability.

23. Acceptance of Tender:

No tender or any part of it shall be deemed to have been accepted by the ESO unless such acceptance has been notified to the tenderer by a notice in writing from a Procurement representative from the ESO office where the ITT was issued.

The ESO unconditionally reserves the right to reject any or all tender submissions, to waive any requirements in the tenders received, to accept any tender irrespective of whether it is the lowest

tender received, and to not make any contract award. Unless otherwise stated, the ESO gives no assurance that any contract let in connection with this enquiry will be exclusive.

Please note that upon formal acceptance by the ESO of a tender submission, a contract shall be automatically formed between the ESO and the tenderer, as referenced in the B6 Constraint Management Intertrip Service (CMIS) Framework and B6 CMIS Standard Contract Terms, providing the Framework Agreement has been signed by both parties.

24. Communications:

Communications arising from tenderers during the tender period must be conducted through the SAP Ariba Message Board rather than by email correspondence.

25. Tender Bulletins:

During the tender period, the ESO may issue changes or clarifications to the ITT by way of tender bulletins through SAP Ariba to all tenderers, deleting, varying, or amending any item in the documents. Any such bulletin(s) shall then become part of the ITT documents and must be treated as such by the tenderer. The tenderers shall be deemed to have taken account of such in their submitted tender. Any bulletins issued may result in an extension of time to the tender process, to allow tenderers enough time to respond.

26. Tender Queries:

It is the tenderer's responsibility to ensure that all the documents listed in the ITT Index have been received and that each is complete in the number of pages and the reproduction of each page. If a tenderer discovers any omissions or discrepancies in any of the documents, or are in any doubt as to their meaning, the tenderer should immediately contact the Global Procurement representative at the ESO, requesting clarification prior to submitting the tender.

Please note that queries must be submitted in writing in the Tender Query Log via the SAP Ariba Message Board not later than 5 working days prior to the tender submission deadline for the return of tenders.

If a tenderer considers a query to be sensitive or confidential, then the tenderer must state this in the title of the Tender Query Log. The ESO shall then review the query. If the ESO agrees, the response shall only be issued to the tenderer in question; if the ESO disagrees, the tenderer shall be advised and provided with the opportunity to either withdraw the query or allow the response to be published to all tenderers.

27. Tender Expenses:

Irrespective of the outcome of this tender process, the ESO shall not be responsible for or pay for any costs or expenses that may be incurred by the tenderer in the preparation, submission, and evaluation of the tender.

28. Confidentiality:

Tenderers must treat all details of the ITT and associated documents as private and confidential and shall not disclose them to any other party (except where this is necessary for the tenderer to prepare and submit their tender). Tenderers must ensure that they have an adequate confidentiality agreement in place with all subcontractors, consultants, or agents before issuing them with any information concerning the requirements of this tender. Tenderers must only release that part of the information concerning the requirements as is essential to obtain quotations from potential subcontractors, consultants, or agents.

The ESO reserves the right to audit tenderers to confirm if such confidentiality agreements are in place. If the tenderer is not in compliance with these provisions, then the ESO reserves the right to disqualify the tenderer from further participation in the tender process.

29. NGESO Personnel Security – Contractor Requirements:

The ESO requires all its suppliers/contractors to apply the required appropriate standard of background checking for all personnel, whether direct employees, subcontractors, or subcontractors' employees. Please see the Supplier Code of Conduct for further details.

30. Contracting Party:

Tenderers should be aware that any contract(s) awarded as a result of this tender will be entered with the ESO.

31. Conditions of Contract:

The chosen form of contract for this requirement is included in the section 2 – Tender Information. The contract terms have been subject to an external consultation process and therefore no further deviations shall be accepted, unless deemed necessary by the ESO.

32. Consolidated Contract:

Tenderers should note that where a tenderer is successful in being awarded the contract, the form of contract will incorporate the relevant tender documentation, the winning tender (including any clarifications) in each case, as applicable.

33. Publishing Prices:

Tenderers must note that the ESO reserves the right to publish the tenderer's commercial information in full and un-anonymised externally after the contract award stage. During the contract term, un-anonymised summaries of the latest commercial submissions as well as service utilisation statistics may also be published externally.

Please note that the ESO reserves the right to socialise the tenderer's un-anonymised commercial information at any point during the tender process across the ESO organisation, to Ofgem and/or to The Department for Business, Energy & Industrial Strategy at the ESO's sole discretion.

34. Negotiation:

Please note that the ESO reserves the right to negotiate with all, some, or none of the tenderers following receipt of commercial submissions. The ESO also reserves the right to request that tenderers provide justification of the prices they have submitted, to ensure maximum value for the end consumer is achieved.