

Invitation to Tender

Flexibility Services Monthly Tenders - 2026

ITT111546



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10th December 2025

Invitation to Tender (ITT) for the provision of Flexibility Services

Dear Provider,

You are hereby invited by SP Electricity North West to submit a tender for the provision of Flexibility Services. The specific locations we will be procuring for the provision of Flexibility Services will be detailed in the relevant 'Monthly Tender' found on the <u>ElectronConnect</u> platform and SP Electricity North West webpage here <u>Monthly tender</u>.

This ITT is accompanied by the following documents:

Document	Description
Appendix 1 - Common Flexibility Services Standard Agreement and Service Terms	The latest version of the Standard Agreement used by all UK DNOs.
Appendix 2 - Technical Specification	Outlines the technical requirements an asset must meet to provide us with flexibility services.

Please ensure you have read and understood all documents prior to submitting a bid. Any questions can be asked via email to flexible.contracts@enwl.co.uk

Procurement Timeline

Please refer to the <u>ElectronConnect</u> platform for details of the timelines relating to each Monthly Tender.

Responding to this tender

This tender is being carried out via the <u>ElectronConnect</u> platform. In order to participate in this tender, all bidders must complete the following steps on the <u>ElectronConnect</u> platform.

- l. **Commercial Qualification:** Apply for Electricity North West's Commercial Qualification for the relevant Monthly Tender, as stipulated on the <u>ElectronConnect</u> platform.
- 2. **Technical Qualification:** Register and Upload your assets before the bidding window opens for each Monthly Tender, as stipulated on the <u>ElectronConnect</u> platform.
- 3. **Asset Confirmation:** Confirm assets for participation before the relevant bidding window opens, as stipulated on the <u>ElectronConnect</u> platform.



Providing you assets are accepted; you will be able to submit a bid for the provision of Flexibility Services for the relevant service window.

More information on how to submit a bid can be found within the Terms and Conditions attached to this ITT and on the <u>ElectronConnect</u> platform. For any accessibility issues regarding the <u>ElectronConnect</u> platform, please contact <u>support@electron.net</u>.

Our Flexibility Services team at SP Electricity Nort West is also on hand to provide support and guidance around any aspect of this tender process. To arrange a meeting or request assistance, please contact the team via email at flexible.contracts@enwl.co.uk

As always, we value your support in helping the North West region and we look forward to hearing from you.

Paul George

DSO Commercial Lead

Email: paul.george@enwl.co.uk

Terms and Conditions

1.1. General Information

1.1.1. Definitions

a) For the purposes of this ITT, the following terms shall have the meanings set out below:

Address means Electricity North West Limited, Procurement, Borron Street, Stockport, SKI 2JD.

Applicable laws mean, for the time being, any binding court order, judgement or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority.

Bidder means a Recipient that responds to this ITT with a tender.

Buyer means the Company's representative for all enquiries relating to this ITT.

Closing Date means the deadline for submitting responses to this ITT, as stipulated on the <u>ElectronConnect</u> platform.

Contract means the agreement entered into between the Company and the Bidder pursuant to this ITT.

ITT means this Invitation to Tender dated 16th December 2025.

Monthly Tender means the specific flexibility services requirements published for delivery in a specific month.



Project has the meaning set out in section 4.1.4 of this ITT.

Recipient means a recipient of this document.

Provider means the entity with which the Company enters into a Contract.

Quotation means the response to this ITT submitted by a Bidder.

b) In this ITT, the words "other", "includes", "including", "for example" and "in particular" do not limit the generality of any proceeding words.

1.1.2. Status of ITT

- a) This ITT is a request for a Quotation from the Bidder and is not a Contract or an offer of acceptance by any Bidder or other Recipient. The Company reserves the right to:
 - 1. Cancel the selection and evaluation process at any stage.
 - 2. Require the Bidder and/or its Procurement members to clarify its submission in writing and/or provide additional information (failure to respond adequately will entitle the Company to disqualify the Bidder from the Quotation process).
 - 3. Alter dates, procedures, or any other aspects of the ITT including terms and conditions of the quotation process, in its absolute discretion.
- b) This ITT is issued as guidance to Bidders and will not form part of the Contract.
- c) Bidders are required to inform the Buyer of any apparent ambiguities, errors or omissions in this ITT.
- d) The Company reserves the right to reject and/or disqualify a Bidder under any of the following circumstances:
 - Receipt of an incomplete Quotation.
 - Misrepresentation by the Bidder in relation to its Quotation and/or the process
 - Change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Procurement members
 - An actual or potential conflict of interest between the Company, the Bidder and/or its Procurement members.
- e) The Company accepts no liability in respect of this ITT and/or any further information provided to Bidders, or for any omission from this ITT. Without prejudice to the generality of the foregoing, this ITT and any further information provided contains no representations on which any Bidder or other recipient of this ITT (or any such further information) may rely at any time as part of bringing any claim, action or proceedings against the Company or any of its officers, employees or advisors.



f) In no circumstances will the Company have any liability for any costs or expenses incurred by a Bidder or any other party in connection with this ITT or the preparation and submission of its response or in all future stages of the selection and evaluation process, including expenses or losses incurred by any party who fails to submit a Quotation.

1.1.3. Use and Confidentiality

- a) No Bidder may disclose that it has been invited to quotation or release details of the ITT, other than on an 'in confidence' basis to those who have a legitimate need to know or those of the Bidder's professional advisers whom the Bidder needs to consult for the purpose of preparing their Quotation and on the basis that it remains responsible for any disclosure or use made by such persons.
- b) Each Bidder shall keep confidential all records and information obtained from the Company, unless these are of a public nature. All such records and information shall at all times be stored in a safe place in order to maintain such confidentiality.
- c) Subject to paragraph 1.1.1a above, the Bidder shall not release any information, document or article in respect of this ITT or the works which are the subject of it without the prior written approval of the Company.
- d) To demonstrate our commitment to procuring flexibility in an open and transparent manner, we will publish a high level summary table on the latest requirement page on our website following each monthly tender round.

1.1.4. Quotations

- a) The Company reserves the right to require the Bidder and/or any of its Procurement members to clarify its (their) Quotation in writing and/or provide additional information, including to a request for copies of any insurance policies held by the Bidder or its Procurement members (including employers liability, public liability, professional liability/indemnity and any other relevant insurances). It is the responsibility of the Bidder to obtain at its own expense any additional information necessary for the preparation of its Quotation.
- b) Quotations must be complete at the time of submission. It may not be possible to consider a Quotation if any particulars and/or data requested in the ITT are not provided in full. Such consideration shall be at the absolute discretion of the Company. The Company reserves the right not to consider late or incomplete responses or responses received other than in the manner and/or format specified in this ITT.
- c) If the Company suspects that there has been an error in the pricing details contained in any Bidder's Quotation, the Company reserves the right to seek such clarification as it considers necessary from that Bidder only.
- d) Quotations shall not (except where expressly permitted elsewhere in this ITT) be qualified, conditional or accompanied by statements which could be construed as



- rendering them equivocal and/or placed on a different footing to those of other Bidders. The Company reserves the right either to decline to consider any such Quotation or to reflect the nature of the Quotation in the award.
- e) The Company's decision on whether or not a Quotation is acceptable will be final and the Bidder concerned may not be consulted.
- f) Any persons considering making a decision to enter into contractual relationships with the Company following receipt of this ITT should make their own investigations and their own independent assessment of the Company and its requirements for services associated with the Project and should seek their own professional financial and legal advice.
- g) Any information supplied to the Bidder by or on behalf of the Company at any time is:
 - 1. provided for the convenience of the Bidder only; and
 - 2. not warranted or held out by the Company as accurate, correct or adequate.
- h) At any time prior to the Closing Date, the Company may issue additional or different information to Bidders, which shall be taken into account in preparation of their Quotation.
- i) If the Company has reasonable grounds for suspecting that collusion has occurred between Bidders, then those Bidders shall be excluded from the remainder of the Quotation process and thus shall be ineligible to be awarded any part of the Contract.
- j) Bidders will be notified of the results of the quotation process as soon as possible. No useful purpose is served by contacting the Company, or any of its representatives, prior to the notification of the result.

1.1.5. Bidder Warranties

- a) By submitting a Quotation, the Bidder warrants to the Company that it has:
 - 1. examined carefully and acquired actual knowledge of the contents of this document and any other information made available by the Company for the purpose of submitting a Quotation.
 - 2. examined all information relevant to the risks, contingencies and other circumstances having an effect on its Quotation.
 - 3. informed itself of the nature of the obligations to be performed under the Contract, including the labour, plant, materials, mechanical plant and other resources necessary, suitable or desirable to perform the obligations under the Contract.
 - 4. satisfied itself as to the correctness and sufficiency of its Quotation for the performance of the obligations under the Contract and that its rates and other prices (if any) include compliance with all its obligations under the Contract and



- of all matters and things necessary for the due and proper performance and completion of the Contract.
- 5. noted the requirement to comply fully with all relevant statutory and health and safety regulations and legislation.
- 6. not relied on information provided verbally or in writing by the Company or by any person for or on behalf of the Company or represented to be provided for or on behalf of the Company without independently verifying such information and independently satisfying itself of the adequacy, accuracy and correctness of such information.

1.1.6. Conflict of Interest

a) The Bidder shall notify the Buyer immediately of any conflict of interest arising as a result of this quotation exercise. Each Bidder will disclose in its Quotation full details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict between its interests and those of the Company and including any conflict of interest affecting any proposed sub-contract or, if that Bidder were awarded the Contract. Where a Bidder identifies any potential conflict, it shall state in its tender how it intends to avoid or deal with such conflicts. The Company reserves the right to reject any tender which gives rise, or could potentially give rise, to a conflict of interest.

1.1.7. Canvassing

- a) Bidders shall not, in connection with the procurement process:
 - canvas any Company personnel, official, employee, agent or advisor of the Company concerning the award of the Contract, evaluation of tenders or any other matter relevant to the procurement process.
 - 2. offer an inducement, fee or reward to any person detailed in 4.1.7.a (1) above; or
 - 3. do anything that would constitute a breach of the Bribery Act 2010.
- b) In submitting its Quotation each Bidder shall be deemed to have warranted that no person employed by it or acting on its behalf has done anything that would constitute a breach of the Bribery Act 2010.

1.1.8. Abnormally Low Bids

Where the pricing of a bid is abnormally low the Company reserves the right to reject the bid in accordance with the requirements for further investigation as set out in the Utilities Contracts Regulations 2016. It is the responsibility of the Bidder to provide the Company with any requested information in association with its abnormally low bid.



1.1.9. Terms and Conditions

a) This agreement will be awarded under the Standard Flexibility Agreement's Terms and Conditions as in Appendix 1. Bidders are requested to ensure that these two documents are read in conjunction with each other. If the bidder wishes to discuss the Company's Terms and Conditions as in Appendix 1 these discussions should be conducted prior to submitting a bid, with reasonable time to carry out discussions. The Company's Terms and Conditions as in Appendix 1 are standardised and as such are generally non-negotiable. Following the submission of a bid it should be assumed that the Company's Terms and Conditions are non-negotiable, with the exception of the addition of the contract specific appendices. If Terms and Conditions are not agreed within 14 days from point of award, SP Electricity North West reserves the right to open discussions with the next preferred bidder.

1.2. Contract Particulars

1.2.1. Contact

a) All communication in regards to this ITT should be sent via email to support@electron.net or flexible.contracts@enwl.co.uk

1.3. Instructions and Timetable

1.3.1. Timetable

a) Instructions and the timetable may be subject to change and will be communicated via the <u>ElectronConnect</u> platform for each specific Monthly Tender.

1.3.2. Meetings with Bidders

- a) The following meetings may be held with the Bidders during the Quotation period.
 - 1. Post Quotation Negotiation Meetings

It is anticipated that the Company may hold Post Quotation Negotiation meetings with the Bidders. The dates for these meeting shall be confirmed following the receipt of Quotation submissions.

1.3.3. Quotations

- a) The Bidder must submit a Quotation that wholly complies with the requirements of the Company set out in the documents provided as part of this process. The Bidder must complete in full all documents issued as part of this ITT.
- b) Quotations shall comply with the conditions set out or referred to in this ITT.



- c) All Quotations must be submitted in accordance with the following instructions:
 - 1. The Bidder must complete the Technical Qualification Questionnaire provided via <u>ElectronConnect</u> before the bidding window opens for the Monthly Tender.
 - 2. Bidders must submit their bid in line with the timelines stipulated on the <u>ElectronConnect</u> platform for the relevant Monthly Tender round.
 - 3. Bidders must submit their responses to this ITT via the <u>ElectronConnect</u> platform. If access issues occur, Bidders should first report them to ElectronConnect at <u>support@electron.net</u> and also inform the Company. Only as a last resort, and with prior agreement from the Company, may quotations be submitted by email.
 - 4. It is the Bidder's responsibility to ensure that all quotations are successfully uploaded to the <u>ElectronConnect</u> platform. Bidders are strongly advised not to leave submissions until the last minute as late bids will be rejected.

1.4. Statement of Requirements

1.4.1. Specification Requirements

a) Bidders must review the Technical Specification within Appendix 2 prior to submitting a bid, ensuring that they fully understand the Company's requirements. Bidders may questions directly to the Company via flexible.contracts@enwl.co.uk after the issue of these ITT documents.

1.4.2. Purchase Orders

- a) The Contract is to act as a standing offer to supply the Company with Flexibility Services.
- **b)** The Purchase Order will contain details of the specific requirement which form part of the Flexibility Services Contract.
- c) The prices and lead time/s on the Purchase Order will match those contained within the Flexibility Services Contract.

1.5. Pricing

1.5.1. Pricing Preambles

- a) Attention is directed to Appendix 1 (the Common Flexibility Services Agreement) and any relevant Annexes, which are to be read in conjunction with this document.
- **b)** All prices shall be submitted in line with the information detailed within this section of the ITT Document.
- c) Prices shall include for the whole of the Provider's obligations under the Flexibility Services Contract contained in Appendix 1, whether expressly stated or reasonably implied.



- **d)** Where quantities are stated within the specific Monthly Tender on the <u>ElectronConnect</u>, platform the Provider should note that they may vary and there is no guarantee of quantity. The prices proposed in the bid submission shall apply regardless of the actual quantity of goods or services subsequently required.
- e) No quantity or continuity of supply is guaranteed to the Provider, and this has been considered when submitting a bid.
- f) Unless otherwise agreed in writing by the Company, the Provider shall not be entitled to invoice the Company for the goods or services (or any part of them) prior to satisfactory delivery of such goods or services in accordance with this Agreement.
- g) Subject to compliance by the Provider, the Company will pay each valid invoice by the end of the month following the month in which the Company receives such invoice.
- h) Tender prices shall include all discounts.
- i) Tender prices shall exclude VAT.
- j) All prices should be quoted in pound sterling (£) and shall not exceed two decimal places.
- **k)** Proposed prices shall be fixed for the initial term of this Agreement. After this point and if the Company decides to extend the Agreement beyond the initial term, the Provider may negotiate any price variations based on Consumer Price Index (CPI).
- l) The pricing will be taken from the submitted bid on the <u>ElectronConnect</u> platform. The submission of this price will be absolute and be based on the data provided.

1.6. Evaluation and Scoring Criteria

1.6.1. Quotations

a) Quotations will be evaluated utilising the criteria detailed below. The criteria descriptions should be regarded as indicative and for guidance and not exhaustive.

1.6.2. Price

a) Prices presented as part of a bid submission on the <u>ElectronConnect</u> platform.

1.6.3. Specification Assessment

a) Bidders should offer a requirement which fully matches the Company's requirements with only minimal modification, no technical development, and no additional costs. Please note that only Providers who currently have, or expect to have, a live and energised MPAN prior to the Contract start date are eligible to apply to this ITT.

1.6.4. Terms and Conditions

a) As stated above, the Company will be awarding this agreement on the issued terms and conditions as attached to this ITT. Bidders are directed to read Appendix 1 (the Standard Flexibility Services Agreement).



b) If no agreement can be reached after 2 weeks (14 calendar days) with the preferred Bidder, the Company reserves the right to proceed to the next preferred Bidder.

1.6.5. Award

- a) The Company reserves the right to award this agreement to a single Bidder, multiple Bidders and/or to award to single, multiple or none of the Distributed Energy Resources (DERs) listed within the ITT.
- b) The Company also reserves the right not to award this agreement in its entirety.

1.6.6. Scoring

a) Each Bidder's response will be evaluated and scored against the following criteria.

Criteria	Weighting
Price	60%
Specification Compliance	40%

b) Details of the available scores and how these will be applied can be found here.

1.7. Submitting a bid

Please read all documentation and information provided before completion of this ITT. Bidders are reminded that any late submissions will not be accepted under any circumstances. Bids must be submitted via the ElectronConnect platform. Submission through ElectronConnect is the only accepted way of providing a Bidders offer; emailed offers will not be accepted.