



# Invitation to Tender

Flexible Services

Autumn 2022

## CONTENTS

Invitation to Tender (ITT) for the provision of Flexible Services. ....	2
<b>1 Terms and Conditions.....</b>	<b>4</b>
1.1 General Information.....	4
1.2 Contract Particulars.....	8
1.3 Instructions and Timetable .....	8
1.4 Statement of Requirements.....	10
1.5 Pricing .....	10
1.6 Evaluation and Scoring Criteria .....	11
1.7 Submitting a bid.....	12

31 October 2022

Dear Provider,

## Invitation to Tender (ITT) for the provision of Flexible Services.

You are hereby invited by Electricity North West to submit a tender for the provision of Flexible Services.

We are currently procuring for the provision of Flexible Services in the areas listed below:

- Alston
- Ardwick
- Askerton Castle
- Bentham
- Bolton By Bowland
- Catterall Waterworks
- Church
- Claughton
- Coniston
- Eastlands
- Flat Lane
- Gillsrow
- Helwith Bridge
- Heywood
- Ingleton
- Marple
- Melling
- Moss Lane
- Moss Side (Longsight)
- Newbiggin on Lune
- Newby
- Portwood
- Rossall
- Scarisbrick
- Sebergham
- Sedbergh
- Settle
- Victoria Park
- Wigton
- Yealand

This ITT is accompanied by the following documents:

Document	Description
Appendix 1 – Common Flexibility Services Agreement	The standard contract agreement used by all UK DNOs.
Appendix 2 – Technical specification	Details the specification for DER's.
Appendix 3 – Site requirements	Details our Flexible Service requirements for each site.
Appendix 4 - Half hourly data	The previous financial year's half hourly data for each of our requirement areas.
Appendix 5 - Post code checker	Allows providers to check whether their asset is located in a Flexible Service requirement area.

Please ensure you have read and understood all documents prior to submitting a bid. Any questions can be asked via email to [support@picloflex.com](mailto:support@picloflex.com), the answers to which will be displayed [here](#).

## Procurement timeline

The indicative timescales for this tender are as below:



A more detailed timetable can be found in the Terms and Conditions attached to this ITT.

### Responding to this tender

This tender is being carried out via the [PicloFlex](#) platform. In order to participate in this tender, all bidders must complete the following, by **Friday 27 January 2022**:

1. Apply to Electricity North West's DPS on the PicloFlex platform
2. Register and upload assets on to the PicloFlex platform.
3. Complete the Pre-Qualification Questionnaire on the PicloFlex platform.
4. Confirm assets to participate in the bidding window on the PicloFlex platform.

Providing you are accepted, you will be able to submit a bid for the provision of Flexible Services.

More information on how to submit a bid can be found within the Terms and Conditions attached to this ITT and at [www.picloflex.com](http://www.picloflex.com). For any accessibility issues regarding the PicloFlex platform, please contact [support@picloflex.com](mailto:support@picloflex.com).

We look forward to hearing from you.

Lois Clark

DSO Commercial Lead

Email: [flexible.contracts@enwl.co.uk](mailto:flexible.contracts@enwl.co.uk)

# 1 Terms and Conditions

## 1.1 General Information

### 1.1.1 Definitions

a. In this ITT:

**Address** means Electricity North West Limited, Procurement, Borrton Street, Stockport, SK1 2JD.

**Applicable Laws** means, for the time being, any binding Court order, judgment 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 responses to this Invitation to Tender dated: **24 February 2023**;

**Contract** means the agreement entered into between the Company and a Bidder pursuant to this ITT;

**Company** means Electricity North West Limited;

**ITT** means this Invitation to Tender dated: **31 October 2022**;

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

**Recipient** means a recipient of this document;

**Provider** means the company with whom 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 preceding 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 capable 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; on 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: or 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.
- 2 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 tender round, along with a more detailed analysis of the valuations for each requirement zone. Further information describing this new methodology approach is also available to view via the [Flexibility Valuation link](#) on our website.

### 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 his/her 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. The Quotation shall be submitted on the basis that the offer in it shall remain in force for a minimum of 12 months from the closing date for submission of Quotation(s) **24 Feb 2023**. If the Company has not accepted a Quotation within this period that Quotation shall nevertheless remain in force without variation. Any Bidder may however at any time after this period give notice in writing inviting the Company to accept that Bidder's Quotation. Such notice should be sent by email to [procurement@enwl.co.uk](mailto:procurement@enwl.co.uk) or delivered by hand to the Company to the Address detailed within this ITT. Following the service of such notice, the Company will have 90 days, not including the day of service of such notice, within which it may accept the Quotation. If it does not do so within this time, then the Quotation will be deemed to be withdrawn. No Bidder shall withdraw its Quotation except in the manner provided in this paragraph.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. 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.
- l. The Company reserves the right to request a Best and Final Offer (**BAFO**) as part of the post Quotation negotiations. It shall be at the Company's sole discretion as to how many Bidders shall be invited to submit a BAFO.

#### 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:



1. 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 Tenders

- a. Where the pricing of a Tender is abnormally low the Company reserves the right to reject the Tender 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, 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@picloflex.com](mailto:support@picloflex.com) or [flexible.contracts@enwl.co.uk](mailto:flexible.contracts@enwl.co.uk).

## 1.3 Instructions and Timetable

### 1.3.1 Timetable

- a. Dates are for information only and are open to change. Any changes to dates will be communicated to all bidders in a reasonable time via email.

Action	Date
Invitation to Tender issued	31 October 2022
Piclo DPS close	20 January 2023

Pre-qualification close	27 January 2023
Pre-qualification assessment	10 February 2023
Bidding opens	13 February 2023
Bidding close	24 February 2023
Bid assessment	24 March 2023
Contract award	3 April 2023

### 1.3.2 Meetings to be held 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 of these meeting shall be confirmed after receipt of Quotation submissions.

2. *Best and Final Offer (BAFO)*

The Company may at its discretion decide to enter into BAFO negotiations; this may be face to face or conducted by other means.

### 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 to the Bidder by the Company as part of this process. The Bidder must complete 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. In accordance with this ITT, the bidder must complete the [Pre-Qualification Questionnaire](#) via the [PicloFlex](#) platform by **27 January 2023**.

2. Bidders must submit their bid by the deadline as detailed in Section 1.3.1 as above.

3. Bidders are requested to provide their responses to this ITT, via the [PicloFlex](#) platform. Bidders must inform the Company if they have any issues accessing this system. As a last resort bidders may email their quotations, but only after agreement from the company. Bidders should in the first instance report access issues to PicloFlex via [support@piclo.com](mailto:support@piclo.com).

4. It is the Bidder's responsibility to ensure that all quotations are uploaded to the PicloFlex platform. **Bidders are reminded not to leave submission to the last minute as late bids will be rejected.**

## 1.4 Statement of Requirements

### 1.4.1 Specification Requirements

- a. Bidders must review the Specification within Appendix 2 prior to submitting a tender, ensuring that they fully understand what the Company requires. Bidders have an opportunity to ask questions directly to the Company via [flexible.contracts@enwl.co.uk](mailto: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 Flexible Services.
- b. The Purchase Order will contain details of the specific requirement which form part of the Flexible Services contract.
- c. The prices and lead time/s on the Purchase Order will match those contained within the Flexible 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 Flexible Services contract contained in Appendix 1 whether expressly stated or reasonably implied.
- d. Where quantities are stated within Appendix's 3 and 4 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 enter into any extension period, the Provider is able to negotiate any price variations based on CPI.
- l. The pricing will be taken from the submitted bid on the [PicloFlex 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 [PicloFlex platform](#).

### 1.6.3 Specification Assessment

- a. Bidders should offer a requirement which fully matches the company’s needs with only minimal modification, and no technical development or additional costs. Bidders are reminded that only Providers which currently have or expect to have a live and energised MPAN prior to the contract start date should 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 made after 2 weeks (14 days) with the preferred bidder, the Company reserves the right to progress 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 DER’s 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 Bidders response will be evaluated and scored on the following criteria.

Criteria	Score
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.

- a. Please read all documentation and information provided before completion of this ITT. Bidders are reminded that any late submissions of this ITT will not be accepted. Bids must be submitted via the PicoFlex platform at [www.picoflex.com](http://www.picoflex.com), submitting a bid via [www.picoflex.com](http://www.picoflex.com) is the only accepted way of submission of a Bidders offer, emailed offers will not be accepted.