



Distribution Flexibility Service

Invitation to Tender for the Provision of Flexibility Services

June 2024

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Dear Provider,**INVITATION TO TENDER FOR THE PROVISION OF FLEXIBILITY SERVICES**

You are hereby invited by SP Distribution Plc, a company registered in Scotland with number SC189125 and having its registered office at 320 St Vincent Street, Glasgow, G2 5AD and SP Manweb plc, a company registered in England and Wales with number 02366937 and having its registered office at 3 Prenton Way, Prenton, CH43 3ET, (each referred to as the “Company”), to submit a tender for the Provision of Flexibility Services in accordance with the details of this document, terms and conditions and all other attachments for the Company’s requirements for Flexibility Services.

The [Participation Guidance](#) pack associated with this ITT Letter comprises the following:

1. Tender Parameters
2. 2024/25 Tender Timeline and Process
3. Dynamic Purchasing System Guide
4. Flexibility Services Agreement
5. Pre-qualification
6. Bidding Requirements
7. Bid Assessment
8. Pricing Strategy
9. Billing and Settlements Guide
10. SPEN Company Policies

Please check that all of the above, including the links provided, are accessible and contact the Company using the details given in this letter to obtain any missing sections.

Completion of Tender Documents

Please note that tenders must be submitted in accordance with the policies listed in Section 10 of the [Participation Guidance](#) document.

Tenders must be submitted in the English language via the Piclo Flex platform and priced in pounds sterling.

Tenderers should ensure that they have fully read and understood all Parts included in this Invitation to Tender. Tenderers must consider the requirements of this Invitation to Tender and ensure that their Tenders comply with the same. Tenderers must provide any information required. Failure to do so may result in a Tender being deselected as it is not complete. In particular, Tenderers MUST provide any information required where appropriate in the format prescribed in this Invitation to Tender.

Tenderers are responsible for ensuring that they have completed their Tender fully and accurately and that prices quoted are arithmetically correct for the Services stated. Once the bidding deadline set out in Section 2 of the [Participation Guidance](#) has expired, there will be no opportunity for Tenderers to access their Tender or make any amendments thereto. In the event that any Tenderer considers that its Tender contains any manifest error either during pre-qualification or bidding process, Tenderers should advise the Company in writing via e-mail as quickly as possible to flexibility@spenergynetworks.co.uk.

It shall be at the discretion of the Company whether or not to accept any corrections, however, please note that no corrections will be accepted by the Company once evaluation of Tenders has been completed.

The Company 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 Company whether or not an award of a Contract is made.

Submission of a Tender will imply acceptance of the provisions contained in this Invitation to Tender without qualification. Any attempt to qualify any of the provisions of the Invitation to Tender, expressly or implied, may result in a Tenderer being disqualified.

Canvassing/Collusion

When preparing your tender:

Except as specifically authorised by the Company, Tenderers shall not approach staff of the Company or staff of the Company's advisers with a view to providing information in respect of any part of their submission or proposals or attempting to support or enhance their prospect of being selected as a preferred provider.

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 you did not, in connection with this procurement:

- enter into any agreement or arrangement with any person (other than, where relevant, a member of its own consortium) with the aim of fixing or adjusting the amount of any Tender or the conditions on which any Tender is made; or
- enter into any agreement or arrangement with any person with the aim of preventing Tenders being made; or
- cause or induce any person to enter such agreement as is mentioned in above; or
- canvass any of the persons referred to above; or
- offer or agree to pay or to give or pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omission; or

- communicate to any person other than the Company the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or professional advice required for the preparation of a Tender).

Any breach of the above matters may lead to the exclusion of one or all Tenderers involved at the discretion of the Company.

Furthermore, any breach of these foregoing provisions which are proven to be a breach of the UK and EU competition legislation will result in termination of any contract that is awarded under the terms of the Contractor Default provisions contained in any such contract. For the avoidance of doubt, this provision shall not restrict, prevent or otherwise affect the Company from exercising its rights of termination under any contract.

Canvassing

A Tenderer shall not, in connection with this procurement:

- offer any inducement, fee or reward to any employee or officer of the Company or any person acting as an advisor for the Company in connection with this procurement; or
- do anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
- canvass any of the persons referred to above; or
- contact any employee or officer of the Company about any aspect of the procurement, except as authorised by this Invitation to Tender, including (but without limitation) for the purposes of soliciting information in connection with the procurement.

The Company may, at its discretion, disqualify any Tenderer that breaches this condition (without prejudice to any other civil remedies available to the Company and without prejudice to any criminal liability, which such conduct by the Tenderer concerned may attract).

Confidentiality and Publicity

Tenderers shall not disclose their Tender in whole or in part to any third party prior to the award of the Contract by the Company. After the Contract Award Data, any Tenders, whether accepted or not, may be published by the Company.

Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the Invitation to Tender.

Tenderers are cautioned to check the accuracy of their Tender prior to submission. A Tender found containing any clerical errors or omissions may, at the sole discretion of the Company, be referred back to the Tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing. The Company reserves the right to disqualify incomplete Tenders.

Process for Questions / Clarification

All queries relating to the SPEN Flexibility Market must be submitted via email to support@picloflex.com or flexibility@spenergynetworks.co.uk.

Tender Return

Pre-qualification of assets is open at any time throughout the tender submission year. Tender bids must be submitted by the monthly dates stated in Section 2 of the [Participation Guidance](#). The Company may at its absolute discretion extend the Tender Bids Closing Date to Tenderers. No submission of Tender bids after that time will be permitted. Tenders to be submitted via the Piclo Flex platform at www.picloflex.com.

Bidding Rules

All bidding rules and requirements are stated in Section 6 of of the [Participation Guidance](#).

Detailed instructions on how to submit bids are available from Piclo Flex at <https://support.picloflex.com/category/50-bidding>.

Bid Assessment

Tender will be assessed as detailed in Section 7 of the [Participation Guidance](#).

Modification by the Company

Any advice or any modification to the Invitation to Tender shall be issued as soon as possible before the date fixed for return of Tenders and shall be issued as an addendum. This addendum shall be deemed to constitute part of the Invitation to Tender.

Incurred Tender & Other Expenses

The Company shall not be responsible for, or pay any costs and expenses which may be incurred by the Tenderer in connection with the preparation and submission of their Tender, including the attendance at any Pre or Post Tender meetings, site visits, negotiations etc.

Currency of Tender

The currency in which all prices and rates shall be tendered, and which payments under the Contract will be paid, shall be Pounds Sterling. All prices and rates quoted should be exclusive of VAT.

Right to Reject, Vary or Cancel Process

The issue of this Invitation to Tender in no way commits the Company to award any contract pursuant to the tendering process. The Company reserves the right not to accept part or all of any Tender received. Nothing in this Invitation to Tender shall oblige the Company to award a contract and the Company shall be able to withdraw from the tendering process at any stage.

The Company shall not be liable for any costs incurred by, or losses suffered by, any Tenderer under any circumstances.

The subject matter of this Invitation to Tender shall only have any contractual effect when it is covered and contained in the express terms of an executed Flexibility Services Agreement.

The Company reserves the right, subject to relevant legislation, and at any time, to reject any Tender and/or to terminate discussions with any Tenderer.

The Company reserves the right (without liability) to cancel the selection and evaluation process at any stage, to amend the terms and conditions of the tender process and to require a Tenderer to clarify its submission in writing and/or provide additional information.

Eligibility

The Company will consider any solution that can meet the Service Requirements (as included on the Piclo Flex platform and detailed in Section 1 of the [Participation Guidance](#) – Tender Parameters). Providers and assets must pass Pre-qualification to participate in the Competitions and submit their Tender bids.

Pre-qualification

To submit a Tender, all Tenderers must adhere to the Pre-qualification requirements included in Section 5 of the [Participation Guidance](#) document.

Tenderers need to submit and pass company and financial checks by signing onto the Dynamic Purchasing System (DPS) via Piclo Flex. By signing onto the DPS and submitting a Tender, the Tenderer accepts the terms and conditions of the procurement and agrees to enter into a Flexibility Services Agreement on the terms contained in Section 4 of the [Participation Guidance](#). The Company reserves the right to update the Flexibility Services Agreement on written notice to the Tenderer, or if after execution by both parties in accordance with the terms of the Flexibility Services Agreement. For the avoidance of doubt, the Flexibility Services Agreement will not be legally binding between the parties until executed in writing by the Company.

Tenderers who are not able to provide the service at the point of Pre-qualification must submit a Delivery Plan as part of the Pre-qualification detailing how they will deliver the service by the service period. The Delivery Plan will be considered as part of Pre-qualification, however, only those with operational assets will be able to take part in the Competitions.

Tender Timetable

The timescales for completion of the various stages of this Invitation to Tender is detailed in Section 2 of the [Participation Guidance](#). In order to allow appropriate time for analysis, selection, implementation, and communication Tenderers must meet all of the specified deadlines. It shall be open to the Company to amend this timetable at any time.

Contract Award

The successful and unsuccessful bidders will be notified by the Company via email from the Piclo Flex platform by the Contract Award date. It shall be open to the Company to amend this date at any time.

If a bid is successful, the Provider will become liable to provide the tendered flexibility service as agreed in the Flexibility Services Agreement.

The Contract Award Notification does not guarantee that any Flexibility Services will be required by the Company or commit the Company to requiring any, or any particular level of, such Flexibility Services.

Publication of Tender Results

The Company may publish all information relating to the Tenders received, including but not limited to: name of Tenderer, capacity offered, prices bid and decision to accept or reject.

Disclaimer

The information in this Invitation to Tender is provided for information only. No representation, warranty or undertaking, express or implied, is or will be made and the Company shall have no responsibility or liability as to or in relation to the accuracy or completeness of this Information to Tender or any other written or oral information made available to any party (Tenderers) responding to this Invitation to Tender or their advisers. No information contained in this Invitation to Tender will form the basis of any warranty or representation made by or on behalf of the Company to any Tenderer.

Information in this Invitation to Tender, together with any other information to be provided at any time during the procurement process, is provided in the interests of assisting the Tenderers to develop relevant Tenders. It is intended only as an explanation of the Company's requirements and is not intended to form the basis of the Tenderers' decisions on whether to enter into any contractual relationship with the Company.

Accordingly, information provided does not purport to be all-inclusive or to contain all the information that a prospective Tenderer may require. The Tenderers and their advisors must take their own steps to verify information which they use and must make an independent assessment of the opportunity described in this Invitation to Tender after making such investigation and taking such professional advice as they deem necessary.

None of the Company's directors, officers, employees, agents or advisors or representatives who are involved with the procurement process shall be considered to make or be deemed to have made any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information provided. The Company does not exclude any liability that it may have for fraudulent misrepresentation or any other liability not capable of being excluded by law.

The Company shall not be liable for any loss or damage arising as a result of reliance on the information provided or other information subsequently provided, nor for any expenses incurred by the Tenderers at any time. No third party has been or will be authorised to accept or agree to accept on behalf of the Company any such liability.

No response made by or on behalf of the Company to any response to this Invitation to Tender shall constitute an agreement or contract between the Company and any Tenderer unless expressly stated to that effect by the Company.

I look forward to hearing from you.

Yours faithfully

Gerry Boyd
Head of Flexibility Services
Email: Flexibility@spenergynetworks.co.uk