

GB-Shrewsbury: DONV 016 – Battlefield Heat Network Feasibility Study
Competitive Contract Notice

1. Title: GB-Shrewsbury: DONV 016 – Battlefield Heat Network Feasibility Study

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

[REDACTED]

Contact: Procurement, Attn: Procurement

3. Contract Type: Services

Sub Type: Other services.

4. Description: Feasibility study. Shropshire Council is seeking an experienced contractor to undertake a detailed 'techno-economic' feasibility study which is designed to establish the viability and practicability of a local heat network, powered by waste heat from the Battlefield Energy Recovery Facility (ERF) to supply heat to adjacent industrial land and also to Shropshire Council and other community buildings in the Sundorne Road area of north Shrewsbury.

The contractor will also undertake a master planning and techno-economic feasibility study of the Battlefield industrial estate focusing on the Battlefield Energy from Waste (EfW) site, which is managed by Veolia on behalf of Shropshire Council.

The study will build on the initial masterplanning carried out in 2016 and investigate potentially useful heating, cooling and power demand loads, potentially useful heat supply opportunities for the purposes of developing a district energy scheme.

The study will help to identify an initial core scheme and full potential scheme over the long term together with potential phasing, timeline, key dependencies and constraints.

The study will require a detailed assessment and evaluation of the technical and economic elements of developing the identified heat network, including additional potential heat sources, network route feasibility and costs, connection method to and consultation with stakeholders and potential consumers for heating and cooling and the techno-economic model that informs the business case for the project.

The study will be expected to be completed within a six-month period, commencing around 22nd July 2022 and the contractor will complete 2 'Work Packages' and a Final Report as set out in the accompanying document "Battlefield Heat Network Study – Invitation to Tender and Specification v1.4".

Tenders up to a ceiling value of £90,000 (exclusive of VAT) will be considered.

5. CPV Codes:

79314000 - Feasibility study.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: DONV 016

9. Estimated Value of Requirement: Category I: 50K to 100K

Currency: GBP

10. Deadline for Expression of Interest: 10/06/2022 12:00:00

11. Address to which they must be sent:

Not Provided

12. Other Information:

Other Information: For more information about this opportunity, please visit the Delta eSourcing portal at: <https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-DONV-016-%E2%80%93-Battlefield-Heat-Network-Feasibility-Study/47252A399Y>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/47252A399Y>

Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 22/07/2022

Period of Work End date: 31/01/2023

Is this a Framework Agreement?: no

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 3rd May 2022

My Ref: DONV 016

Your Ref: DONV 016

Dear Bidder

DONV 016 – BATTLEFIELD HEAT NETWORK FEASIBILITY STUDY

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions for Tendering (for completion and return)
- Tender Response Document (for completion and return)
- Battlefield Heat Network Study ITT Specification v1.4
- Draft Contract

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 10th June 2022** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
- **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
- **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

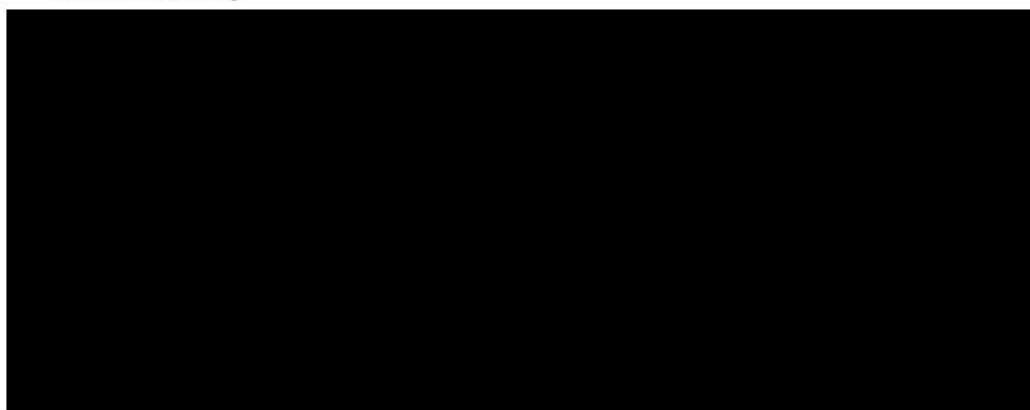
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **30th May 2022**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully





INSTRUCTIONS FOR TENDERING

**DONV 016 – BATTLEFIELD HEAT
NETWORK FEASIBILITY STUDY**

Shropshire Council Instructions for tendering

Contract Description/Specification:

Shropshire Council is seeking an experienced contractor to undertake a detailed 'techno-economic' feasibility study which is designed to establish the viability and practicability of a local heat network, powered by waste heat from the Battlefield Energy Recovery Facility (ERF) to supply heat to adjacent industrial land and also to Shropshire Council and other community buildings in the Sundorne Road area of north Shrewsbury.

The contractor will also undertake a master planning and techno-economic feasibility study of the Battlefield industrial estate focusing on the Battlefield Energy from Waste (EfW) site, which is managed by Veolia on behalf of Shropshire Council.

The study will build on the initial masterplanning carried out in 2016 and investigate potentially useful heating, cooling and power demand loads, potentially useful heat supply opportunities for the purposes of developing a district energy scheme.

The study will help to identify an initial core scheme and full potential scheme over the long term together with potential phasing, timeline, key dependencies and constraints.

The study will require a detailed assessment and evaluation of the technical and economic elements of developing the identified heat network, including additional potential heat sources, network route feasibility and costs, connection method to and consultation with stakeholders and potential consumers for heating and cooling and the techno-economic model that informs the business case for the project.

The study will be expected to be completed within a six-month period, commencing around 22nd July 2022 and the contractor will complete 2 'Work Packages' and a Final Report as set out in the accompanying document "Battlefield Heat Network Study – Invitation to Tender and Specification v1.4".

Tenders up to a ceiling value of £90,000 (exclusive of VAT) will be considered.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of a Battlefield Heat Network Feasibility Study as detailed in the Tender Response Document. The study will be expected to be completed within a six-month period, commencing around 22nd July 2022.
- 1.2** Tenders are to be submitted in accordance with the draft contract of Shropshire Council, and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.0 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the draft contract and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

- 3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- 3.1.2** All documents requiring a signature must be signed;
- a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- 3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed

for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 10th June 2022**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a “Variant Bid”. However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the “Compliant Tender”) . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer’s submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

7.4 All queries should be raised as soon as possible (in writing), in any event not later than **30th May 2022**.

7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of

the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives 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 Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including the Council's draft form of contract, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **22nd July 2022**.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

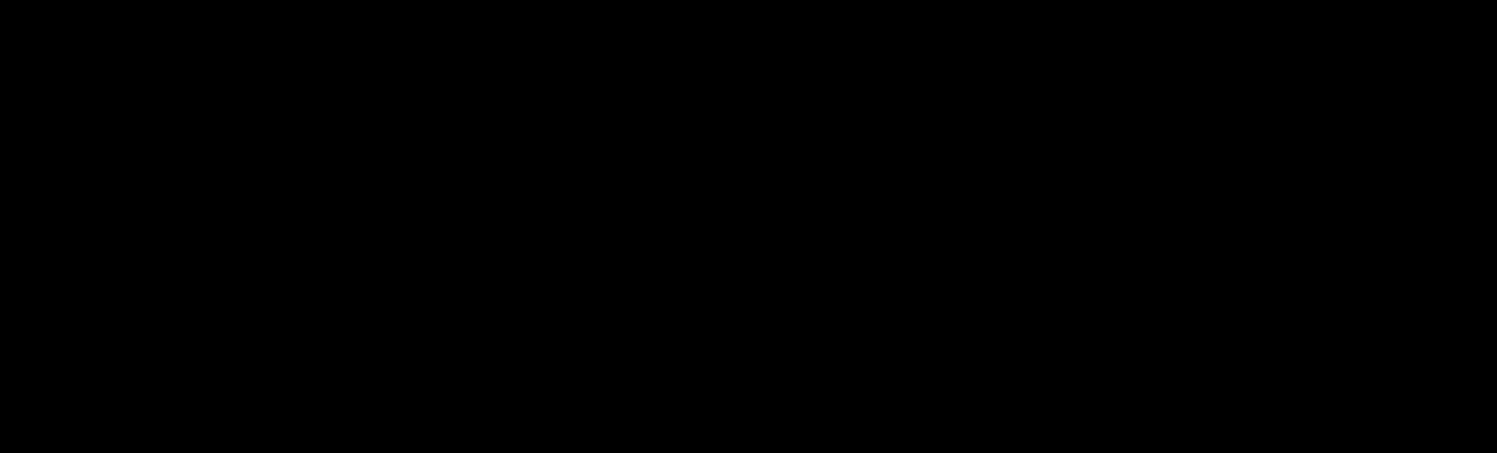
17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 **Declaration**

We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and the Council



HEAT NETWORKS DELIVERY UNIT:

Project Guide 3: Feasibility Study Specification

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Glossary

Term	Description
Carbon Intensity	The amount of CO2 emitted per unit of energy consumed or produced
Client	The Client is the entity procuring this study
Counterfactual	The most likely heat supply option that would be used in the absence of a heat network. Heat tariffs need to be set in the context of counterfactual energy costs thus it is an important part of establishing potential heat network viability
Heat Networks Code of Practice (CoP)	The Heat Networks CoP is a joint publication of the ADE and CIBSE which seeks to provide clear and measurable outputs to ensure that a heat network operates effectively and meets client and customer expectations. The CoP is periodically updated, with the latest version published in 2020.
HMT Green Book	The HM Treasury Green Book provides guidance on how to appraise and evaluate policies, projects and programmes
Key Anchor load	Significant heat demands that are critical to making a network economically viable. For the purposes of this study, key anchor loads shall represent > 25% of a scheme's heat demand or have an annual demand of > 2 GWh/pa
LZC	Low and Zero Carbon. For the purposes of the study, this refers to energy generation from a renewable energy or low carbon source
Project Sponsor	An entity that initiates a heat network project. They may or may not decide to invest in, own or operate the heat network
WLCOE	Whole Life Cost of Energy refers to understanding the full financial cost of energy used to heat, cool or power a building which not only includes the cost of the fuel, but also the cost of operating, maintaining and replacing the plant that converts the fuel into usable energy.

[Battlefield Heat Network] - Invitation to Tender

1. Introduction

- 1.1** To undertake a masterplanning and techno-economic feasibility study of the Battlefield industrial estate focussing on the Battlefied EfW site, which is managed by Veolia on behalf of Shropshire Council.
- 1.2** The study will build on the initial masterplanning carried out in 2016 and investigate potentially useful heating, cooling and power demand loads, potentially useful heat supply opportunities for the purposes of developing a district energy scheme.
- 1.3** The study will help to identify an initial core scheme and full potential scheme over the long term together with potential phasing, timeline, key dependencies and constraints.
- 1.4** The study will require a detailed assessment and evaluation of the technical and economic elements of developing the identified heat network, including additional potential heat sources, network route feasibility and costs, connection method to and consultation with stakeholders and potential consumers for heating and cooling and the techno-economic model that informs the business case for the project.

2. Project Background

- 2.1** Shropshire Council's Cabinet has recently approved a new corporate climate emergency strategy and action plan for 2021. The strategy summarises the council's intent to reach a target of achieving net-zero carbon by 2030. The corporate climate change strategy and action plan builds on the positive work the council has already done to reduce its emissions, which includes reducing direct emissions by 26% since 2012, and securing funding to implement a range of measures to reduce its carbon footprint, including resource and energy efficiency measures, renewable energy generation and waste re-use and investing in technology and agile working, which have also generated savings for re-investment in council services and communities.
- 2.2** An important measure to achieve this will be the preparation of an annual Carbon Impact Budget. This will identify the carbon impacts of Council services and major projects. It will report on annual performance trends alongside the Council's financial budget increasing accountability for carbon reduction.
- 2.3** Not only has the council set a target for its own emissions, it is also supporting the wider county to meet a similar net-zero target. Shropshire Council is a founding partner of the Shropshire Climate Action Project, which is engaging with a wide group of stakeholders to develop an action plan for the whole county. This includes working with large employers such as Veolia to deliver carbon reductions across the County.
- 2.4** Shropshire Council is also working with the Marches LEP on the delivery of the Marches Energy Strategy, which also has carbon reduction and energy generation targets.
- 2.5** Encraft were commissioned in 2016 to carry out a study into the opportunities for a district heat network and associated infrastructure around Shrewsbury focussed on the Energy from Waste (EfW) plant in the Battlefield Enterprise Park area. The aims of the original study were to:

- Undertake an energy mapping study of the Battlefield area to identify potentially useful heating, cooling and power demand loads and potentially useful heat supply opportunities for the purposes of District Heating development.
 - Use the outputs of energy mapping to inform the development of an energy master plan for the proposed Shropshire area identifying, evaluating and prioritising any identified potential District Heat scheme opportunities.
 - To identify an initial core scheme and full potential scheme over the long term together with potential phasing, timeline, key dependencies and constraints.
- 2.6** (Through the waste management contract, Veolia has been managing the Energy Recovery Facility on the Battlefield Industrial estate since 2016, there have therefore been significant changes that need to be investigated)...
- 2.7** The study boundary area encompasses the Battlefield Industrial Estate and wider area; focussed on the Battlefield Energy Recovery Facility, which is operated by Veolia. However, the study brief will also identify other locations which are thought to be feasible in terms of district heat development. These will likely be a number of 'strategic sites' under the Local Development Plan. The consultants will be required to review the boundary and highlight any additional opportunities where appropriate.



- 2.8** There are a number of identified high energy users in the area, many of whom have already been engaged to consider connecting to a heat network.
- 2.9** Identified potential sites to be included (e.g. swimming pools), include:
- Harlescott Primary School
 - The Lantern Library
 - Severn Fields Health Village and Sundorne Sports Hall
 - The former Stadco Site
 - Food Enterprise Centre

- Future Development sites as highlighted in the Local Plan
- ABP Food Group

2.10 The study will look to:

- Ensure the district heating study is consistent with CIBSE/ADE1 Heat Networks Code of Practice.
- Review the red line boundary for the study and highlight any opportunities to extend the study boundary where this is appropriate and can potentially add value to the scheme.
- Identify and categorise existing heating, cooling and power scheme opportunities and represent with GIS mapping.
- Identify key residential and non-residential development scenarios and model the associated heating, cooling and power demand loads and represent with GIS mapping.
- Determine the suitability of identified heating, cooling and power demands for district energy scheme development.
- Determine and assess the full range of potentially relevant low and zero carbon district energy supply technologies including private wire.
- Determine potential secondary energy centre locations and network routes.
- Identify the key district heating, cooling and private wire scheme options and undertake a high level economic assessment.
- Evaluate and prioritise identified district heating/cooling/private wire scheme options according to agreed criteria, to determine the recommended scheme options suitable to progress a subsequent techno-economic feasibility study.

3. Study Aims

- 3.1** The aim of the study is to develop a clear set of recommendations, based on detailed technical and economic analysis, as to the feasibility of developing a heat network ¹scheme for the specified area. The study should be such as to enable the Client to determine whether to invest in progressing the scheme(s).
- 3.2** The recommendations should describe an initial scheme that is deliverable in the short-term and outline the vision for phased network expansion that can be achieved in the long-term.
- 3.3** The recommendations should describe the next steps required by the Client to take the project through to commercialisation and construction.

¹ The term 'heat network' is used as shorthand for a 'heat and/or cooling network'.

4. Study Objectives & Work Package Summary

Work Package 1: Review/Update of Previous Energy Mapping and Masterplanning Study

- 4.1 Review previous work as appropriate to clearly identify what, if anything, needs updating and why. **Following agreement with the Client**, update the work as necessary and confirm the opportunities recommended for progression to full techno-economic feasibility in Work Package 2.
- 4.2 Ensure the masterplan identifies the full technical potential for district heating over the short **and** long term.
- 4.3 Ensure the masterplan has adequately considered heating, cooling and private wire opportunities.
- 4.4 Ensure the masterplan identifies and recommends credible low carbon scheme options, future phases, a development timeline, key dependencies, constraints, and strategic risks.
- 4.5 Ensure previous work complies with the latest CIBSE/ADE Heat Networks Code of Practice.

Work Package 2: Detailed Techno-economic Feasibility

- 4.6 Undertake a detailed techno-economic feasibility study of low carbon heat network options identified through energy mapping and masterplanning.
- 4.7 Provide initial and phased scheme design for the energy centre, energy supply technologies, heat and (where applicable) cooling and private wire networks, and customer building connections. Design should be at least to a RIBA Stage 2 'Concept Design'².
- 4.8 Undertake techno-economic cash flow modelling of the identified technical options, where income, operational and capital costs are clearly linked to scheme design and are to an appropriate level of accuracy.
- 4.9 Based on the techno-economic analysis, identify a viable core scheme where heat is supplied by low carbon sources such as renewable energy and/or recovered heat. An **hourly demand model** should form the basis of this analysis.
- 4.10 Identify potential added value opportunities in relation to lower carbon heat supply options or scheme expansion that could be delivered by virtue of capital grant funding support.
- 4.11 Meet all the feasibility objectives and sub-objectives within the latest CIBSE/ADE Heat Networks Code of Practice.
- 4.12 Make clear recommendations as to the Preferred Option³ for taking the project forward, including an initial scheme that is deliverable in the short term and a vision for an expanded scheme that could be achieved in the mid to long term.
- 4.13 Develop a programme of next steps which is cognisant of project risks, associated mitigating actions and project interdependencies and milestones (such as development timescales, public realm works and funding deadlines).

² The [RIBA Plan of Work](#) is a guide which outlines the common development stages of construction projects in the UK. It is used to describe the stages, core tasks and information exchanges in the development process.

³ The term 'Preferred Option' is that used in the [HM Treasury Green Book Business Case Guidance](#). It refers to the option selected from the short list as the one best aligned to the Client's strategic requirements and that provides best value.

5. Client Scope of Works

The study must provide the Client with a clear and justifiable basis upon which to evaluate the full potential for heat networks in the study area for both the short and long-term and how these may best be delivered. It should also be sufficient to enable the Client to complete the Economic Case within an [HM Treasury compliant Outline Business Case](#).

The Consultant must ensure that all the criteria below are addressed and that the scheme would comply with the latest CIBSE/ADE Heat Network Code of Practice.

Work Package 1: Review of Heat Mapping & Masterplanning Study

When confirming the robustness of previous mapping and masterplanning work the Consultant shall review and update the previous work to ensure the following areas have been addressed:

5.1 Energy Demand Assessment

- For **existing buildings**, establish demand loads covering heat, cooling and power. This should include key public sector buildings and significant commercial and residential buildings. For benchmarking peak and annual demand based on floor areas, use the **CIBSE Energy Benchmarking Tool (2019)** or other sources listed in the latest CIBSE/ADE Heat Networks Code of Practice where they are more appropriate (TM46; CIBSE Guide F; BSRIA Rules of Thumb (BG9/2011); or the Building Energy Efficiency Survey (BEES)). Consultants can use their own benchmarks, such as those derived from existing operation of similar buildings, where this is available and deemed to be more accurate than industry benchmarks. Any deviations from recognised benchmarks should be clearly referenced noting the location, age and similarity of the building(s) from which the data is derived. Actual data must be used where possible as follows:
 - a. annual peak heat
 - b. annual heat demand
 - c. half-hourly metered data; or
 - d. where (c) is not possible energy data should be based on monthly billing data; or
 - e. where (c) and (d) are not possible consumption should be modelled according to best practice.
- For **new developments** (domestic and non-domestic), undertake a review of previous work (if relevant) and the latest development proposals. This should:
 - a. ensure that benchmarks used for space heating are cognisant of the proposed level of fabric efficiency
 - b. ensure that the counterfactual heating solution is compliant with stated local or national policies pertaining to new build
 - c. ensure that any electricity grid constraints and associated costs are considered when comparing the cost and deliverability of different heating solutions and consider potential impacts of other infrastructure (EV charging etc.)
 - d. ensure that the levelised cost of both the counterfactual and heat network solutions have been considered and are compliant with local objectives.

5.2 Energy Centre and Central Plant Options

- Undertake a quantitative and qualitative assessment of low and zero carbon (LZC) heat supply technologies in liaison with the Client. This must include a high-level economic assessment to determine the recommended proposals and approach for low carbon heat supply. Peak and back up energy provision and thermal storage must also be assessed. Within the assessment provide clear reasons for:
 - a. the sizing of the LZC technologies and thermal storage
 - b. why the backup plant has been selected at the recommended level, i.e. against peak loads and how these have been determined, what capacity it is, how N+1 is used
 - c. capital costs determination and breakdown to ensure transparency of the capital cost schedule.
- The assessment should consider the decarbonisation pathway of identified network opportunities in the short and long term. **This must be specific to the scheme in question and reflect what is genuinely deliverable rather than being a generic listing of technologies available.** It should include consideration of any futureproofing implications on energy centre design. Where the initial scheme provides electricity via private wire in addition to heat, the techno-economic analysis should consider the reliance on private wire revenues over the lifetime of the project.

5.3 Energy Centre(s) locations

- Identify the range of potentially suitable Energy Centre(s) locations in liaison with the Client. Undertake a quantitative and qualitative assessment to identify which would be the preferred options and the advantages and disadvantages of each. The energy centre and the equipment located within it is to be designed to the level at which potential noise and visual impacts on the local environment can be determined, as well as proximity and access to relevant utility connections.
- Identify and assess potential opportunities for third-party hosting of central plant.
- Identify and assess third-party heat sources that could augment the heat network scheme.
- Identify and assess the technical and economic opportunities to provide private wire to customers who may or may not also be heat customers.
- Undertake appropriate scheme design and provide scale drawings for the energy centre (to be included in the feasibility report). Design should be of sufficient detail to inform capital cost, space and utility requirements, as well as an understanding of noise and emissions implications.
- Undertake a high-level economic assessment. The stated tolerance of the results of the model shall be based on CAPEX estimates accurate to within $\pm 15\%$ on fixed generation and supply assets and $\pm 30\%$ for distribution costs.
- Determine the most likely heat supply counterfactual for each customer type. This should be clearly listed in a table within the report.
- Determine CO₂ emissions and compare these against the counterfactual(s) for the initial technology lifetime and full scheme lifetime, accounting for technology changes and the Client's own requirements.

- Where known air quality management constraints exist, undertake a high-level assessment of NO_x and particulates emissions resulting from the scheme and compare this to the existing heating scenario.
- For the recommended scheme options undertake an initial assessment of existing utilities infrastructure and make enquiries to the utilities providers for compatibility with energy centre(s) connection requirements. This should include technical and cost implications. It is acknowledged that a response may not be forthcoming within the study period, but this can be forwarded to the Client after completion of the study if necessary.

5.4 Energy Distribution Systems

- Using the heating, cooling and power demand clusters and the identified supply locations, determine network route options for the full potential of the scheme in the short and long term. Longer term scheme design may be influenced by new developments that would enable future scheme expansion opportunities.
- Undertake an initial compatibility assessment for connection of building systems. Consultants must consider how the buildings currently operate and what can be realistically and economically achieved and the implications of this for a primary network temperature strategy.
- Determine technically feasible routes for heat network/cooling pipework and private wire power systems. This should include a scale drawing with pipe lengths and pipe sizes to underpin capital cost estimations and enable an estimation of heat losses to be made. A map should be provided to illustrate the proportion of soft and hard dig for the recommended routes and this should be reflected in the cost assessment.
- Ensure future proofing of the network based on modelling:
 - a. full scheme potential in the short term and credible longer-term expansion opportunities
 - b. transition from a low carbon network to a zero carbon network; this could include for example assessing suitability for network temperature reduction and change in heat generation technology.
- Identify significant constraints and develop proposals for how these can be overcome along with the expected costs for addressing these based on other similar schemes.

5.5 Initial Economic Assessment of Scheme Options

- Provide a high-level determination of cost and revenue streams for identified scheme(s) options including current energy, operation and maintenance (O&M) costs. Please note single line assumptions for O&M based on a nominal percentage of capital expenditure (CAPEX) are insufficient. O&M should be broken down into primary component cost areas, including ongoing repairs, metering and billing, overheads, day to day management etc. Replacement expenditure (REPEX) should be included based on an appropriate estimate of useful economic life.
- Determine the Internal Rate of Return (IRR) and Net Present Value (NPV) at an agreed discount rate over a 25-year, 30 year and 40-year project life. It is expected these values will be a range at this stage.
- Determine the gap funding requirements for the assessed opportunities against the Client's suggested investment threshold IRR(s). This should include *either* modelling

the impact of a 10%, 20% and 30% CAPEX grant *or* using the goal-seek function to determine the level of funding required to reach the threshold IRR.

- Provide a breakdown of and rationale for the contingencies applied to costs within the assessment. This should take into account the level of design and the confidence that can be attached to the sources of cost data used.
- Undertake sensitivity testing of the results. Sensitivities shall cover key income and expenditure assumptions including, but not limited to, those shown in **Table 1**.
- Recommend scheme option(s) to progress to full techno-economic feasibility, outline concept design and cash flow modelling including:
 - a. confirmation of the heating, cooling and electrical export (such as private wire) network scheme option(s) along with supporting rationale, and including provision of relevant drawings, schematics and GIS representation. Where private wire is included, a robust plan should be provided which clearly shows: the grid connection point; plans for reinforcement; how the network will work as a Single Line Diagram (SLD)
 - b. the potential nature, scale, costs, timeframe, and location of any recommended scheme(s) covering both initial core scheme and subsequent expansion phases.
 - c. a clear explanation of the key risks and issues associated with each option.
- A maximum of 5 options should be considered in detail as optioneering with little granularity is discouraged. The Consultant should also explain which options were discounted and why.
- Make recommendations to the Client as to reasonable actions they could undertake to help mitigate potential risks/issues identified and to improve the quality and information of future energy loads e.g. logging of heat loads, recording monthly gas manual meter reads etc.

5.6 Risk Management

Identify all risks and issues pertaining to the specific scheme and rate those risks in terms of their impact and likelihood, in liaison with the Client. Risks should be evaluated and updated in the HNDU Risk Register Template on a regular basis and suitable mitigation measures shall be identified to eliminate, reduce, or control the impact of known risks and a post-mitigation rating shall also be provided. Key outstanding risks should inform the next stages of work.

5.7 Next Steps

The next steps and implementation requirements for the recommended scheme(s) shall be presented including an estimate of costs for next steps. The optimum timeframe to undertake next steps shall be determined, accounting for key requirements and milestones of relevant stakeholders including the Client.

Work Package 2: Detailed Techno-economic Feasibility

This work package shall involve detailed technical assessment and economic optimisation of the recommended core scheme option(s). This should include detailed cash flow modelling; outline scheme design for the energy centre(s), pipe network, and cooling and private wire networks (where relevant); design of customer interface connections; and **a clear assessment of the deliverability of key options. The Client is therefore relying on the study to determine whether to invest in progressing the scheme(s).**

Work shall comply with the relevant requirements of the latest Heat Networks Code of Practice as well as additional Client requirements included in this specification. A completed checklist of work undertaken and outputs against the Code of Practice requirements and this Client Scope of Work must be provided by the Consultant. The work and outputs should be undertaken with reference to the Client's suggested or required investment threshold IRR(s).

This Scope of Work should follow the approach outlined below, taking into account the requirements of the Energy Efficiency Directive (EED) and Green Heat Network Fund (GHNF):

Step 1: Develop the recommended economically optimised scheme (s) which are technically sensible, and reflect local circumstances, together with an assessment of the extent to which the scheme or schemes meet the following criteria as a minimum:

- 75% of the annual heat demand to be met from non-renewable fuelled CHP
- 50% of the annual heat demand to be met from a renewable source
- 50% of the annual heat demand to be met from recovered heat or
- 50% of the annual heat demand to be met by any combination of renewable/recovered heat and non-renewable fuelled CHP.

Note these are minimum requirements to meet the [EED \(Article 2 \(41\)\)](#) definition of 'efficient district heating and cooling'. The Client and other stakeholders will likely have evolving low or zero carbon targets and schemes should be designed accordingly.

Step 2: Identify gap funding requirements (if any) for the recommended scheme or schemes.

Step 3 (if applicable): Where a scheme requires gap funding but does comply with the EED criteria listed under step 1, refine the scheme design to ensure compliance and revise the gap funding requirements where necessary.

Step 4 (if applicable): Based on the current [GHNF guidance](#), assess whether any gap funding requirements would be eligible for GHNF support, clearly stating where a scheme(s) is likely be at risk of exceeding the state aid threshold.

5.8 Scheme Optimisation

- Optimise the scheme design and economics in line with UK and International best practice. This should quantify the impact and benefits on design and financial viability, and should include but not be limited to:
 - optimisation of plant capacity and network size/scale
 - optimisation of operational strategy (including maximisation of revenues in the Capacity Market)
 - reduction in return temperatures and consideration of steel/plastic pipework
 - configuration of connection (direct vs. indirect)
 - options for reducing demand (peak) and Demand Side Response (DSR)

- optimisation of thermal storage
- opportunities to co-locate renewable energy generation to supply heat pumps
- variable flowrate controls
- shared spurred connections and secondary/tertiary network configurations.

5.9 Energy Demand Assessment

- For **existing buildings**, provide / update core demand loads covering heat, cooling and power for public sector, commercial, industrial and residential buildings. Each potential load should be characterised as follows:
 - a. annual peak heat
 - b. annual heat demand
 - c. half-hourly metered data *or*
 - d. where (c) is not possible the option of monitoring consumption by use of a pulse logger on a suitable gas meter should be investigated as part of plant room surveys and installed wherever possible for collection of data for 1-2 months or longer *or*
 - e. where (c) and (d) are not possible energy data should be based on monthly billing data *or*
 - f. where (c), (d), or (e) are not possible consumption should be modelled according to best practice AND MUST BE BASED ON HOURLY MODELLING.
- For **key anchor loads**, site visits shall be undertaken to understand compatibility of the internal heating system including the age and condition of heating plant; location of the existing plant room (s); existing operation and maintenance; temperature of internal distribution systems; any plans to improve the fabric efficiency of the building(s); and determine the most likely access point. A 1 page summary of the benefits of connecting to a heat network for each anchor load shall be provided separately from the final report. This includes any capital outlay (retrofit or connection fees); carbon savings compared to existing supply; WLCOE outputs – clearly stating fixed and variable tariffs; access points; security of supply; and any other key information pertaining to that customer. **For the purposes of this study, key anchor loads shall represent > 25% of a scheme's heat demand or have an annual demand of > 2 GWh/pa.**

Where there is potential to reduce return temperatures and heat demand, high level costs of undertaking this work should be established alongside a clear rationale as to whether they would most likely be borne by the building owner or by the network operator. If the latter, these costs must be clearly identified in the techno-economic model.
- For **planned and potential developments** similar information in relation to peak heat, annual demand, and hourly, weekly, and monthly demand profiles should be modelled. Benchmarks for space heating should be presented in absolute (kWh/yr) and relative terms (kWh/m²/yr). They should reflect the emitters and proposed operating temperatures within each building and include the associated costs of meeting higher fabric efficiency standards (where relevant). Assumptions shall be agreed in liaison with the Client and Developer (where relevant) before modelling is undertaken.

- Provide a summary table of all energy demands. This shall include at least the following columns:
 - a. building name / identifier; customer name (i.e. name of entity that would be counterparty to a heat supply agreement)
 - b. peak and annual demand
 - c. data source
 - d. data resolution (e.g. half hourly, monthly)
 - e. temperature (if known or otherwise assumed)
 - f. efficiency, age and capacity of plant within each building
 - g. counterfactual heating solution (existing or proposed).

Note the data source should be actual and, if not, should be based on real examples and not on BSRIA or CIBSE rules of thumb/benchmarks as outlined in Work Package 1.

- For **smaller loads** or less certain loads, explore the potential for additional connections along the network route (i.e. the potential for 'infill'). These are loads which in their own right might not be included in the core deliverable scheme, but which, due to their demand and proximity to the network, may prove to be economically viable and willing to connect once the network is in place. Compile a list of such buildings ranked according to the 'viability' of the connection. Viability should be assessed through a high level comparison of estimated demand against the cost of connection (e.g. expressed as a £/MWh metric, where cost is linked to linear distance from the heat main). This shall allow the Client to prioritise engagement with potential loads which may improve scheme economics and the scalability of the proposed network over time. It is **not** expected that full energy balance or hydraulic modelling is undertaken in relation to these 'infill' connections. **Alternative methods to the approach described above should be clearly referenced in tender responses.**

5.10 Counterfactual

The term counterfactual is used to refer to the heat supply option that a building would use in the absence of a heat network. This will primarily inform the heat tariffs that could be charged by the network, but will also enable comparison of carbon benefits and the impacts of different solutions on local energy infrastructure.

The counterfactual will be different for different building types (domestic or non-domestic) and locations and will depend on whether a building is existing or planned. Consideration should be given to the most likely alternative heating solution for each potential customer or load. For **existing buildings** this is likely to consider the current energy supply, proposed fabric efficiency upgrades, and decarbonisation plans. For **new development**, this is likely to consider local and national planning policy; cost to developer; carbon content of the heat supply; and cost to consumer.

- For **existing buildings** that are deemed to be key anchor loads, determine the appropriate counterfactual based on site surveys and stakeholder engagement where possible. For the purposes of informing an initial heat tariff, a single counterfactual relevant to the near term should be agreed with the Client and presented in terms of:

- a. levelised cost, calculated using the [BEIS Whole Life Cost of Energy \(WLCOE\) Calculator](#) (or equivalent)
- b. carbon intensity (kgCO₂e/kWh) and carbon cost of heat delivered

Refer to HNDU Appendix D on GHG emissions factors for guidance on carbon calculations.

Where the selected counterfactual is not low carbon, a heat tariff linked to a LZC counterfactual should be modelled (where possible) to understand the impact on the heat network project IRR.

- For **domestic new development**, assumptions shall be agreed in liaison with the Client and developer (where relevant) before modelling is undertaken. This should consider:

- a. the preferred counterfactual heating solution(s)

Note: this should be compliant with stated local or national policies pertaining to new build and may include modelling against both a gas (if relevant) and LZC counterfactual, to be agreed with the Client and developer.

- b. associated costs of electricity grid upgrades of the different options
- c. carbon intensity (kgCO₂e/kWh) and carbon cost of heat delivered
- d. the levelised cost of the counterfactual heating solution(s).

The proposed options should also describe the space take of associated plant or equipment and other impacts on building design.

- For **non-domestic new development**, a similar approach is suggested but it is likely that a more bespoke approach will be required. This should be devised through engagement with the Developer and agreed with the Client.

5.11 Energy Centre(s) and Plant

- Determine CO₂ emissions and compare these against the existing or counterfactual heat supply technology. This analysis should consider any proposed technology changes to ensure full decarbonisation over the long term. This should be reported as:
 - a. the carbon intensity (kgCO₂e/kWh) of the heat supplied for each heat network option and for the counterfactual(s); *and*
 - b. carbon saved per annum (tCO₂e), over the lifetime of the initial generating assets (assumed to be 15 years) and the expected lifetime of the project.
- Appraise and provide recommendations for an appropriate energy centre(s) location taking account of relevant constraints. This should include compliance with planning and environmental requirements (e.g. air quality and noise), licencing and other relevant factors such as plant room access. The assessment should also locate back-up options should the preferred location prove unsuitable at a later date.
- Undertake a high-level assessment of NO_x and particulates emissions for the red line boundary area compared to the counterfactual position for existing buildings and existing heating solutions including for known planned developments. This shall include a stack height assessment and cost for flue gas emission control systems. Provide a recommendation as to whether a full air quality assessment is required at a later development stage together with an indicative cost for the work.

- Provide details of key plant requirements and their viability implications including arrangements for peak and backup capacity. The analysis shall include the combination of low carbon technologies; use of thermal storage (including m³ capacity); potential for private wire (including % used on-site vs export); cooling; and the potential integration of battery storage where such storage may be appropriate and beneficial to the scheme.
- Provide the basis for the low carbon plant and thermal storage calculations and demonstrate how this has been optimised and can robustly manage energy supply and demand fluctuations. This shall also make clear whether the network operator will adopt any plant located within existing buildings. The economic optimisation of thermal storage and low carbon heat generation plant shall be based on hourly energy modelling and take account of the different electricity prices at night and during the day for heat pump power consumption and / or CHP generation.
- Provide detail of plant sizing and configuration scenarios (including hourly / daily / monthly / annual thermal load duration profiles), operating parameters, and operational strategy technically and financially best matched to the identified heating, cooling and power demand profiles.
- Provide details of the number and type of each heat generation source, utilisation, efficiency, availability (as distinct from utilisation), thermal and electrical rating where applicable.
- Provide details of any specific actions and related costs required to enable heat extraction to take place, such as for example Environment Agency requirements, assessment of ground / water source heat availability, waste heat extraction.
- Outline the implications of any network phasing and connection requirements on future energy centre design. This shall include robust space planning for any proposed plant including maintenance access and future plant removal.
- Assess existing utilities infrastructure including gas and electrical grid import/export connections for compatibility with energy centre(s) connection requirements, capacity availability to import/export and distance to the proposed energy centre. This should be such as to determine the technical and cost implications for the scheme. Consultants should undertake discussions with and make applications to utilities providers to inform initial capacity options and potential upgrade requirements and costs.
- Undertake an initial design of the recommended scheme(s) energy centre and plant **at least to [RIBA Stage 2 'Concept Design'](#)**, including providing relevant layouts (including energy centre internal floor area in m²), schematics, key criteria and/or outline specifications and GIS representation (including 'Shape' files) and, for the avoidance of doubt, whether normally provided as part of a Stage 2 design or not, shall include:
 - a. Energy Centre General Arrangement (GA) drawings and schematics which are not generic but are project specific and show sufficient detail to demonstrate how the plant will be hydraulically connected (schematic) and that the spatial provision made for the energy centre (GA drawing) is sufficient for the plant proposed
 - b. Each item of generation plant and thermal stores etc. shall be shown as a separate item on both drawings, and on the GA drawing shall be shown to scale with clear access areas shown for plant replacement and maintenance (scale 1:100 at A3 or as otherwise approved).

- The outputs shall take account of the Client's requirements including the techno-economic implications of any potential intention of the project sponsor to apply for future GHNF capital funding support. Schematics and layouts shall indicate whether the energy centre(s) are to be new purpose-built buildings or a refurbishment of existing buildings and/or plant rooms. They should take into account the geography of the area, the utility services connection points and the sensitivities around pollution dispersion. Any additional items specific to the plant such as acoustic treatment, flue dispersal treatment, heat dump radiators etc. shall be detailed and costed together with any external planning impact.

5.12 Energy Distribution Systems

- Undertake detailed network hydraulic analysis, optimisation, pipe sizing, insulation standards and route design for the recommended scheme(s) heating/cooling pipe network. This should account for identified route constraints and provide recommendations as to how they may best be overcome. The length and maximum thermal output and pipe diameters of the pipework shall be provided in a detailed schedule tied into a scale drawing available separately in AutoCAD format along with the approximate percentage of hard and soft dig. This should show proposed routing and network sizes for all primary pipework which will tie into the network capital cost schedule (scale 1:1250 or 1:2500 at A0 or as otherwise approved) together with identified heat loads and location of connection points.
- Undertake detailed route design for heat, cooling and private wire networks where relevant, accounting for route constraints as well as mitigation measures, and overlaid onto a drawing similar to that developed for the heating network. Route design should be informed by **actual site visits** and on the ground route investigations as well as consultation with the Local Authority, highways planning, and any relevant key stakeholders. Identify any relevant compliance requirements. Where constraints exist, the number of directional drills along the route shall be provided with associated cost.
- For **new development**, identify opportunities to share or reduce the civils costs with the developer or other utilities on the site.
- Identify the private wire operational approach. Assess private wire deliverability and clearly explain chosen solutions in relation but not limited to:
 - primary and secondary substations, grid, and customer connections and capacities
 - relationship between grid/private wire capacity and between generation, demand, backup and top-up electricity
 - single line diagrams (SLD) for the proposed system *and*
 - routing of the private wire cabling, including whether it can be routed in the heat network trenches.
- For the networks and building connections, provide relevant layouts, schematics, heat substation thermal ratings, number of domestic HIUs (where applicable), key criteria and high-level performance requirements.
- Identify cost and technical implications of connection to potential customer buildings, including heat connections and metering requirements. For key anchor loads, this work should also identify any necessary retrofit or design measures for secondary side systems that could be required including ascertaining technical

parameters and lifetimes of current plant systems. An analysis should be undertaken as to which, if any, retrofit costs are to be borne by the heat network operator (noting that this is likely to be a commercial decision).

- Determine relevant system operating parameters including recommended temperatures / pressure / flow rates.
- Determine undiversified heat load of thermal substations at customer premises (where applicable) as well as the number of thermal substations to be installed.

5.13 Techno-economic cash flow modelling

- Develop a techno-economic cash flow model based on technical design and operation that shows costs and income for the recommended scheme(s) over a 25-year, 30 year and 40-year life cycle.
- The model should be accompanied by a schematic that clearly shows the commercial boundaries of the cash flows included and how these relate to the technical design of the project. For example, the boundary should clearly show where costs for secondary or tertiary retrofit/upgrades are to be borne by the heat network operator with care being taken to ensure the relevant cash flows are included in the model.
- The cash flow model should be accompanied by a book of assumptions and a short user guide. The assumptions book should clearly document the values, costs and calculations that underpin the cash flow modelling; the user guide should describe the structure of the model, the sheets relevant to a standard user and the methodology for running sensitivity analysis (e.g. if a macro needs to be run on making a change to an input assumption).
- The cash flow model must include a breakdown of how the heat tariff(s) has been derived and how it relates to counterfactual energy costs. **This is critically important.** Energy tariffs should clearly differentiate between the variable portion, fixed price portion and connection charge for key customer groups; the model should also generate an estimate of customers' annual energy bills. **Energy tariffs should be compared with the project's unit cost of generation.**
- The cash flow model shall account for appropriate forecast real changes in costs and revenues but shall not account for money inflation.
- The stated tolerance of the CAPEX estimates shall not exceed an accuracy of $\pm 15\%$ on fixed generation and supply assets and $\pm 30\%$ on distribution assets. References for all CAPEX cost items should be provided. Where possible these should be based on quotes obtained specifically for the study and supplied with the report. Where this is not possible, a detailed breakdown of how the costs have been developed must be supplied with reference to named projects where relevant. Prices based on SPONS or similar sources ARE NOT ACCEPTABLE.
- Installed plant CAPEX items shall include but not be restricted to costs for:
 - supply and installation of the main energy generation equipment and specific auxiliaries, including flues and civil works, separately per type of heat generation equipment
 - supply and installation of equipment required to collect heat from waste heat sources (if applicable)
 - energy centre building ('shell & core' construction)

- flue
- Energy centre piping/pumps/cabling/panels/water treatment etc
- Supply, installation and construction management of the network; pipework and trenching. For the network, a table of lengths and costs and a subtotal for this section shall be provided (refer to Appendices)
- An allowance for traffic management
- An allowance for any additional network costs such as directional drilling or bridges under/over major constraints
- Connection to utilities (such as gas, electric, water and drainage)
- private wire cabling including switchgear and transformers associated with the private wire
- private wire substations
- gas and electrical network upgrades (evidence by quotes from utilities where possible)
- supply and installation of thermal storage
- connection from network to thermal substations and/or HIU's
- supply and installation of HIU's
- supply and installation of thermal substations; and
- main contractor's detailed design, procurement construction management, project management, commissioning, preliminaries, insurances, overheads and profit.

Indicative figures for the following items should be provided separate from the CAPEX figures for each option:

- land costs
 - Client's project management or
 - Owner's engineer costs
 - Client's legal fees
 - Client's pre- construction contract design fees, and
 - Client's planning costs.
- Cash flow model outputs shall include a real pre-tax pre-finance NPV and IRR across 25-year, 30 year and 40-year lifetime.
 - Future scheme phasing options shall be included and capable of being switched on or off within the model.
 - The model should have the necessary functionality to perform sensitivity testing including break even analysis and other stress testing. Some tests are suggested in Table 1 below. Consultants are encouraged to develop an approach based on their own analysis that will enable the Client to fully understand key risk areas:

Sensitivity	Variation
Generation and Supply CAPEX	± 15% against base case
Distribution CAPEX	± 30% against base case

Variable element of fuel input prices (i.e. gas, electricity (for heat pumps), waste heat, biomass etc)	± 30% against base case
Variable element of energy sales tariffs for heat and cooling concomitant with variable element of fuel purchase price (i.e. the variable element of the heat price shall be linked to the variable element of fuel purchase price)	± 30% against base case
Discount % against the counterfactual of the variable element of heat/cooling sales tariffs	5%, 10%, 15%, 20% discount to counterfactual (i.e. reduce the total heat tariff by these percentages)
For projects with electricity sales, discount % against the counterfactual of electricity sales tariffs for the private wire element	5%, 10%, 15% discount to Counterfactual (i.e. reduce the total electricity tariff by these percentages)
For projects with electricity sales, electricity sales tariffs for the grid export element	5%, 10%, 15%, 20% discount to Counterfactual (i.e. reduce the total electricity tariff by these amounts)
For projects with electricity sales, % of any electricity sales assumed to be sold by private wire	Up to a maximum feasible %, to be agreed with Client
For projects with electricity sales, assess the minimum electricity export via the private wire required to meet the Client's threshold pre-tax project IRR	Stress test to establish minimum private wire export requirement
Energy demand usage (heat, power and cooling); the impact of key customer loads falling away and / or the impact of differing fabric efficiency for new build	Between -30% and a maximum % based on identified future potential, to be agreed with Client
Effect of a significant reduction in availability of LZC or loss of waste heat source	25%, 50% (LZC) 100% (waste heat only)
Heat network losses (primary/secondary)	Between 10% and a risk based % to be recommend by the Consultant
Impact of capital grant support at varying levels up to the amount of gap funding that would be necessary to meet the Client's threshold pre-tax project IRR for the core scheme and any modelled expansion phases	10%, 20%, 30% (or goal-seek formula to determine grant required to meet threshold IRR)

Table 1: Minimum Sensitivities

- The techno-economic cash flow model shall be Excel-based and **FAST compliant** and shall include, as a minimum:
 - Cash flows presented on an annual basis (this can either be aligned to the Client's fiscal periods or on a calendar year basis)
 - A summary sheet with tables which can be easily reconciled back to the report (with references provided) and which are linked to live calculations within the cash flow model (note, for scenarios and sensitivities, pasted values are acceptable; however – see scenario manager requirements below)
 - Outputs and metrics that align with the requirements of HNDUs Appendix C
 - A scenario manager to allow the Consultant to test different scenarios based on the sensitivities explored. These scenarios should be discussed in the accompanying report and should include "Business as Usual" scenario that

estimates the costs that the Client would bear were the project not to go ahead. The functionality to switch between scenarios should be simple and should enable a user to readily reconcile back to the report

- Ability to generate an NPV variance table between heat network scenarios
- A detailed cash flow statement with Discounted Cash Flow (DCF) (see HNDRU Appendix A for indicative line items) and IRR analysis. The net cash flow presented (prior to discounting) should represent a real pre-tax pre-financing project cash flow. The discount rate used to estimate the NPV should initially be set at the Client's stated real pre-tax project hurdle rate
- Detailed energy load inputs accounting for scheme phasing (shall be adjustable) and other relevant criteria for individual buildings such as clearly justifiable connection costs e.g. where customer plant is due for replacement or there is an existing set-aside fund
- Detailed energy balance in relation to the proposed plant, storage and operating approach/parameters accounting for energy inputs, energy outputs (including total heat generated versus total purchased by consumers), emissions, and losses. As a minimum, these should be profiled over the life of the project on a year by year basis linked to network build out and plant utilisation
- A detailed and summary capex analysis accounting for proposed scheme phasing
- A detailed O&M expenditure sheet with a clear rationale for each line item including management costs, metering and billing, maintenance, repairs and replacements, insurances, staffing and other overheads. This shall also cover chemical costs for any necessary Selective Catalytic Reduction (SCR) equipment and an allowance for catalyst bed replacement costs
- Input commodity prices using the appropriate BEIS real forward curve
- The capability for operating sensitivities to be run in the event of an assumed change in demand. As such, calculations for supply of heat/cooling/power and associated input commodity costs must be developed to dynamically link the three together (demand, energy supply and variable cost of supply).

Items not required at this stage:

- integrated financial statements
- estimate of corporation tax
- assumptions for money inflation
- VAT
- working capital assumptions
- accounting assumptions (depreciation, deferred tax, capitalised interest etc.
- financing assumptions (other than possible grants available)
- estimate for business rates *and*
- indirect energy costs such as EU ETS and CCL.

5.14 Risk Management

Identify all risks and issues pertaining to the specific scheme and rate those risks in terms of their impact and likelihood, in liaison with the Client. Risks should be evaluated and updated in the HNDRU Risk Register Template on a regular basis and suitable mitigation measures shall be identified to

eliminate, reduce, or control the impact of known risks and a post-mitigation rating shall also be provided. Key outstanding risks should inform the next stages of work.

5.15 Next Steps

The next steps required to further develop and deliver the scheme shall be presented, including:

- A weekly or monthly programme outlining the optimum critical path to construction of the network. This should account for project interdependencies (such as development timescales, public realm works and funding deadlines) all key requirements and milestones of relevant stakeholders, including the Client.
- An identification of specific work (with indicative cost) that is likely to be required to further de-risk or develop the scheme at the next stage. These activities should be described to such an extent that they can be included in a future scope of works.

6. Outputs Required

All draft and final outputs will be reviewed by both Client and HNDU. They will only be deemed to be signed off when both parties are satisfied that the comments and issues identified have been adequately addressed. Turnaround times cannot be guaranteed and will be reflective of Client and HNDU availability, resource constraints, complexity of outputs for review, comments and issues identified and Consultants' responses.

All project outputs will also be made available to BEIS as part of the HNDU funding requirements:

Work Package 1: Draft and Final Updated Mapping and Masterplanning Report

Work Package 2: Draft and Final Techno-economic Feasibility Study

1. A **Feasibility Report** covering the scheme(s) explored in Work Package 2, including:
 - the method for analysis and approach to stakeholder engagement
 - scheme design including relevant layouts, schematics and drawings
 - GIS mapping of recommended scheme, including network route(s), energy centre locations, buildings connected, scheme phasing to full build out
 - technical, cost, environmental, and other relevant details of potential district energy schemes including benefits, opportunities, risks and constraints
 - dynamic (Excel-based) techno-economic appraisal accounting for risk and sensitivities of potential opportunities
 - recommendations as to which district heating, cooling and power network(s) to progress to future detailed business case development and delivery and why
 - a clear comparison of the costs and carbon intensity of all networked and non-networked (Counterfactual) heat supply options relevant to the study
 - recommended next steps and associated timeframe for delivery clearly linked to a full risk analysis.
2. A standalone **Executive Summary of** no more than 5 pages, including:
 - A summary of the scheme in relation to local strategies, policies and programmes
 - A description of the project alongside a map of the preferred heat network
 - A summary of the capital investment for both initial and full-phase schemes including options for grant funding where required

- A summary of the key benefits to the Client (or other project sponsor) over a 25- and 40-year time period (including Project IRR, NPV and carbon savings per annum)
 - A summary of the key benefits (e.g. cost, carbon and tariff) to wider stakeholders
 - A summary of key risks and issues alongside a high-level deliverability assessment
 - Recommendations for further work (if applicable) and next steps.
3. An unlocked Techno-Economic Cashflow Model:
- All technical model inputs and assumptions with data sources should be provided as a separate Excel workbook for subsequent unlicensed use by the Client and BEIS as well as any future appointed Consultants. All outcomes and recommendations must be robustly evidenced with full supporting rationale.
 - Tenderers will be expected to include pricing for 1 potential day of handover of project information to a new Consultant should this be necessary for a future stage of the project, recognising that this will be post-project sign-off.
4. Associated drawings, schematics and **GIS** outputs (e.g. 'Shape' files)
5. A **HNDU Monthly Highlight Report** including risks and issues register shall be updated monthly and provided to the Client and/or HNDU as required by the end of each working month from project inception to completion.
6. A detailed **HNDU Risk and Issues Register**
7. A completed **CIBSE/ADE Heat Networks Code of Practice Checklist** (as per CP1 (2020))
8. A **HNDU Project Opportunities Metrics Template (Appendix C)** completed for each opportunity as part of draft and final project reports. This will summarise information and metrics contained in the reports for easy reference by the Client and HNDU. **REPORTS WILL NOT BE ACCEPTED WITHOUT THE REQUIRED APPENDIX C.**
9. A **1 page summary of the benefits for each Key Anchor Load**. This includes any capital outlay (retrofit or connection fees); carbon savings compared to existing supply; WLCOE outputs; access points; security of supply; and any other key information pertaining to that customer.

For the purposes of **large new development**, a 1 page summary should include:

- Cost to the project sponsor and/or developer including capital and operational costs along with a clear description network operator / developer boundary
- Cost to the consumer expressed as both tariff (p/kWh – fixed and variable) and annual cost per dwelling
- Carbon intensity (kgCO₂e/kWh of heat delivered) and carbon cost
- Some discussion regarding impacts on the wider energy system should be included, and reinforcement costs quantified where possible
- Any connection or other charges.

7. Indicative Timetable and key milestones

The study is to be completed within a 6 month period with indicative timescales provided below:

Description	Date
ITT Issued	03rd May 2022
Deadline for tender submissions	10 th June 2022
Tender award	01 st July 2022
Kick off	22nd July 2022
Study period	6 months
Study completion	31st January 2023
Project dissemination to stakeholders	January 2023

Table 2: Study Timetable

Consultants should note the following key milestones when submitting their tender:

Milestone description	Anticipated date
Delivery of Work Package 1	16 th September 2022
Delivery of Work Package 2	01 st December 2022
Delivery of Final Report	January 2023

Table 3: Project milestones

8. Project Management Requirements

The Client's proposed project management structure and core team is:

Adrian Cooper – Project Director

Simon Stallard – Internal Project Manager

Tim Yair – Midlands Net Zero Hub – External Project Support

Project Team (internal staff, but potential wider partners as well incl. Veolia?)

The minimum requirements for Client and stakeholder meetings are as follows:

- Project inception meeting
- Monthly Client update meetings (in person with the Consultant's project manager and key project team (where relevant)), including 1 'options review' meeting
- Fortnightly updates by telephone or email
- Draft final report review meeting
- Final Presentation to the Client Project Board (1/2 day)

- **Site visits – cost for five ½ days which shall be co-ordinated with the above meetings**

The additional requirements are as follows:

- Allowance for installation/collection of data loggers for energy consumption - 2 days
- Cost for purchasing of 5 data logging units.

(note that indicative costs shall be provided based on day rates/no. of units but shall not be included in the overall price submitted in the tender response).

The Consultant's project management approach should be consistent with Prince 2 or other recognised project management methodology and be clearly detailed and presented together with all roles, responsibilities and hours allocated. The Project Manager leading the project will be responsible for day to day contact with the Client and should **have demonstrable experience of the design and delivery of district heating schemes.**

All staff working on the project should be named along with their allocated tasks and hours. Key tasks should be undertaken by a senior person within the consultancy, or their proposed subcontractor, who has demonstrable practical expertise either in the design and installation or project management of delivered schemes and pipe networks. **Evidence of full quality assurance by experienced senior staff must be provided for any tasks assigned to junior engineers who do not have demonstrable experience on delivered schemes.**

Accompanying CVs for all staff working on the project should be provided, evidencing experience relevant to the area of heat networks on which they will be working. The project manager or, by exception, an equivalent experienced senior Consultant, will be required to attend all Client project meetings. **Use of junior staff to lead on Client meetings is not acceptable.**

The Consultant's approach to performance management must be clearly presented within the tender submission including a clearly defined approach to dealing with issues. This shall include: a named Project Director as primary Client contact; an escalation procedure; and commitment to a maximum response time.

The Client will be the first point of contact for potential private and public sector customers of the scheme. Any planned communication with potential customers should, in the first instance, be discussed and agreed with the Client's internal project manager.

9. Tender Evaluation

TENDER EVALUATION MATRIX				
Category	Category Weighting	Element	Element Weighting	Score
PRICE [20%]				
Price	20%		20%	
QUALITY [70%]				
Approach	35%	Provision of a detailed, robust and credible methodology	10%	
		Methodology demonstrates a clear understanding of the project sponsor's aims, objectives, and scope of study	10%	
		Provision of robust, credible information demonstrating recent and relevant experience delivering at least 3 similar projects over the last 3 years to timescale, budget and Client requirements	10%	
		Proposed approach demonstrates an understanding of the Council's specific local circumstances and background	5%	
Staff & Experience	20%	Details of named staff who will be allocated to deliver the scope of works, including name, position, full CVs (not summaries), specific project roles, key assigned tasks, hours, cost rates, costs and specific relevant experience. The number of hours and charge-out rates shall be provided for each staff member working on the project. (NB: the allocated hours/costs per individual staff member may vary during the delivery of the project, but the overall cost submitted and the assessment of individual staff allocations is at the Consultant's risk if subsequently deemed by the Consultant to be insufficient to meet this specification. For the avoidance of doubt the Consultant's fee will not exceed the tendered amount under any circumstance except where the Client instructs a variation to this scope of works which has been signed off by HNDU.	15%	
		Credible contingency proposals to ensure deliverability of the proposed programme to timescale and budget in the event of loss or absence of staff	5%	
Project & Programme Management	15%	Provision of clear, robust, and credible proposals for the project management and quality assurance approach to be adopted, including a response to dealing with Client's issues and concerns	5%	
		Provision of a credible and acceptable project programme and associated Gantt chart	5%	
		Provision of allocated costs for key work packages	5%	
SOCIAL VALUE [10%]				
Social Value	10%	Credible proposals for provision of Social Value in line with Shropshire Council's Social Value Framework	10%	
OVERALL SCORE				



Tender Response Document

**DONV 016 – BATTLEFIELD HEAT
NETWORK FEASIBILITY STUDY**

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking an experienced contractor to undertake a detailed 'techno-economic' feasibility study which is designed to establish the viability and practicability of a local heat network, powered by waste heat from the Battlefield Energy Recovery Facility (ERF) to supply heat to adjacent industrial land and also to Shropshire Council and other community buildings in the Sundorne Road area of north Shrewsbury.

The contractor will also undertake a master planning and techno-economic feasibility study of the Battlefield industrial estate focusing on the Battlefield Energy from Waste (EfW) site, which is managed by Veolia on behalf of Shropshire Council.

The study will build on the initial masterplanning carried out in 2016 and investigate potentially useful heating, cooling and power demand loads, potentially useful heat supply opportunities for the purposes of developing a district energy scheme.

The study will help to identify an initial core scheme and full potential scheme over the long term together with potential phasing, timeline, key dependencies and constraints.

The study will require a detailed assessment and evaluation of the technical and economic elements of developing the identified heat network, including additional potential heat sources, network route feasibility and costs, connection method to and consultation with stakeholders and potential consumers for heating and cooling and the techno-economic model that informs the business case for the project.

The study will be expected to be completed within a six-month period, commencing around 22nd July 2022 and the contractor will complete 2 'Work Packages' and a Final Report as set out in the accompanying document "Battlefield Heat Network Study – Invitation to Tender and Specification v1.4".

Tenders up to a ceiling value of £90,000 (exclusive of VAT) will be considered.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany your tender response.

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You must sign all 4 certificates in sections A1 to A4		
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Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Section B)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 20% (200 marks)		
Section C / Q 1.1	Price	20 / 200 max marks
Total for price		20 / 200 max marks
Quality 70% (700 marks)		
Section C / Q 2.1	Methodology	10 / 100 max marks
Section C / Q 2.2	Delivery on aims & objectives	10 / 100 max marks
Section C / Q 2.3	Relevant experience	10 / 100 max marks
Section C / Q 2.4	Fit with local circumstances	5 / 50 max marks
Section C / Q2.5	Staff and Experience	15 / 150 max marks
Section C / Q2.6	Contingency plans	5 / 50 max marks
Section C / Q2.7	Project management & quality assurance approach	5 / 50 max marks
Section C / Q2.8	Project programme	5 / 50 max marks
Section C / Q2.9	Cost allocation	5 / 50 max marks
Total for quality		70 / 700 max marks
Social Value 10% (100 marks)		
Section C / Q3.1	Social Value proposals	10 / 100 max marks
Total for Social Value		10 / 100 max marks

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures

<https://www.shropshire.gov.uk/social-value/>

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	

Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 700 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **200**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Social Value Evaluation and Scoring

Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value

commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

The tender receiving the highest initial mark for Social Value will receive the full 100 marks available for Social Value. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Social Value.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for Battlefield Heat Network Feasibility Study

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply/provision of the Battlefield Heat Network Feasibility Study at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying 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 for the Services any act or omission.

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?



If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.



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SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List of Mandatory and Discretionary Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	

1.1(k)	Trading name(s) that will be used if successful in this procurement.
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model																																																																
Question number	Question	Response																																																															
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?																																																																
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																																
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																																
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?																																																																
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please in the following table: we may ask them to																																																																
	<table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned to each sub-contractor</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned to each sub-contractor					
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The approximate % of contractual obligations assigned to each sub-contractor																																																																	

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

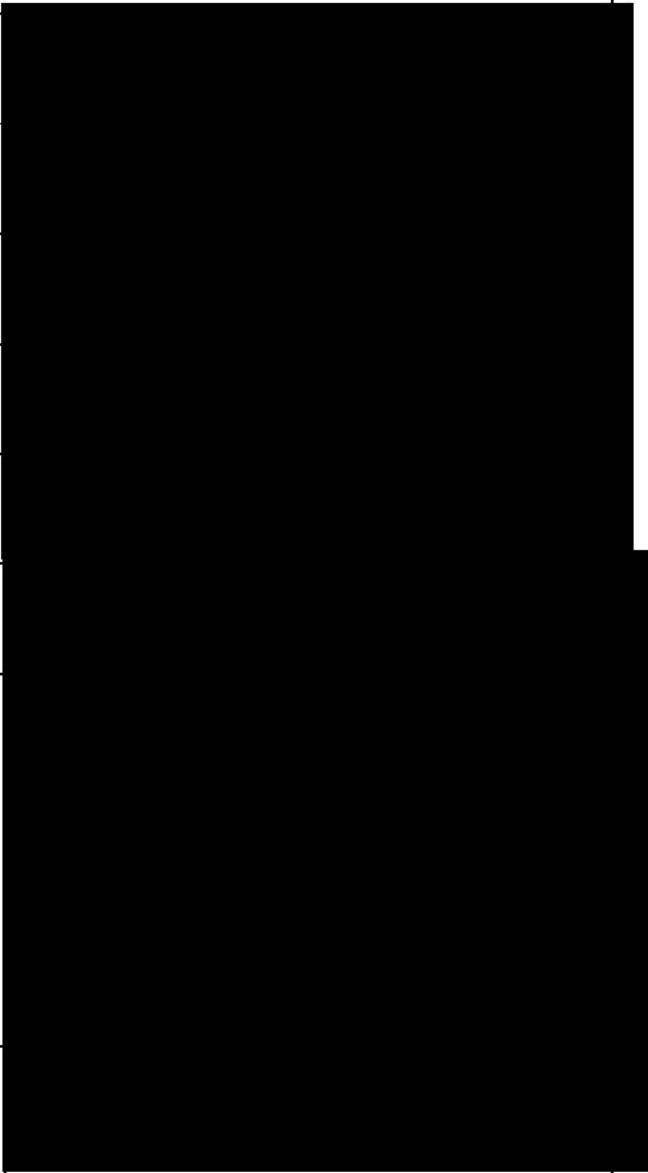
I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self</p>	

	Cleaning)	
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); ○ to maintain records of personal data processing activities; and ○ to regularly test, assess and 	

	evaluate the effectiveness of the above measures.	
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Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	

3.1(j)	Please answer the following statements
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.
3.1(j) - (ii)	The organisation has withheld such information.
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant

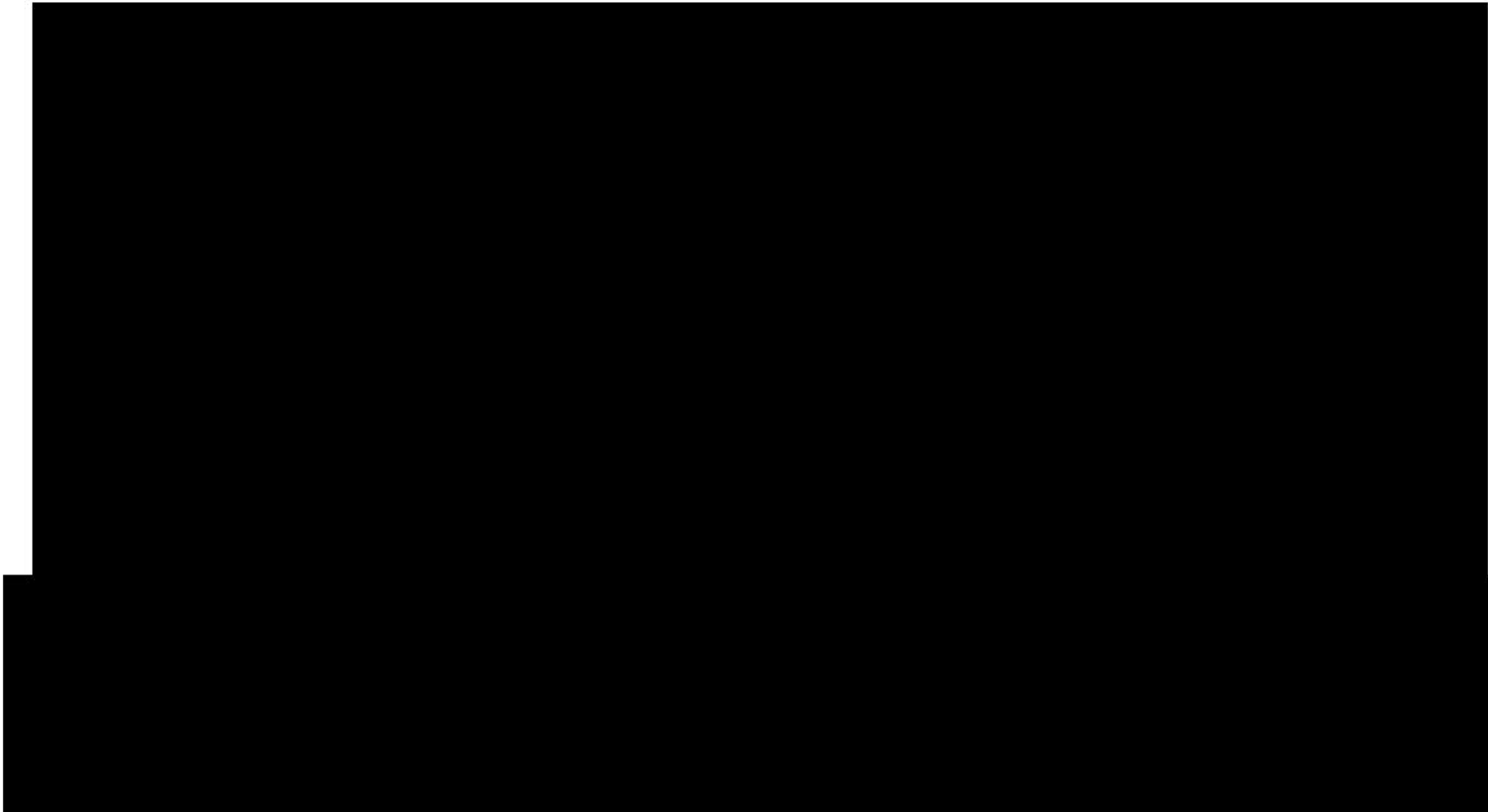
Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or	

	an alternative means of demonstrating financial status).	
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

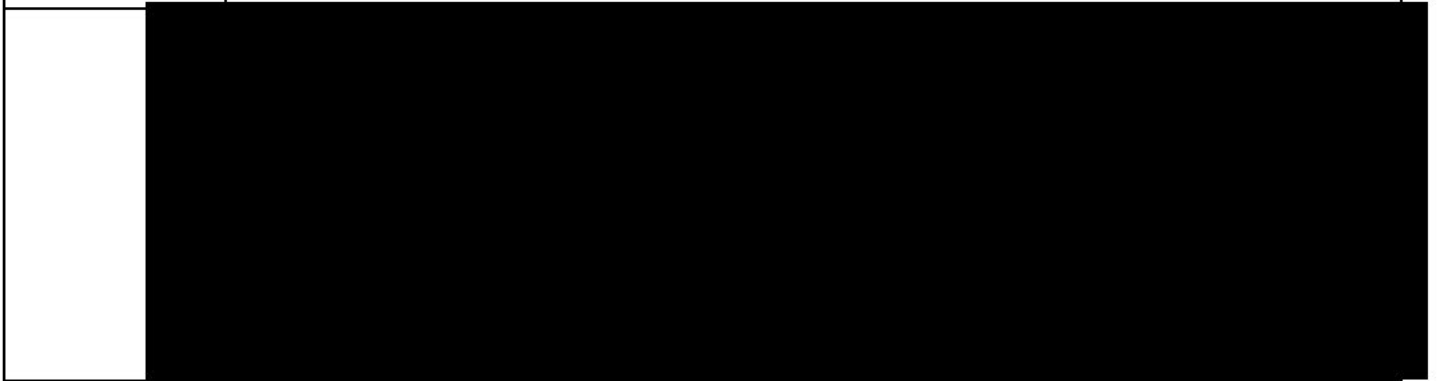
Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:
Name of organisation	
Relationship to the Supplier completing these questions	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	

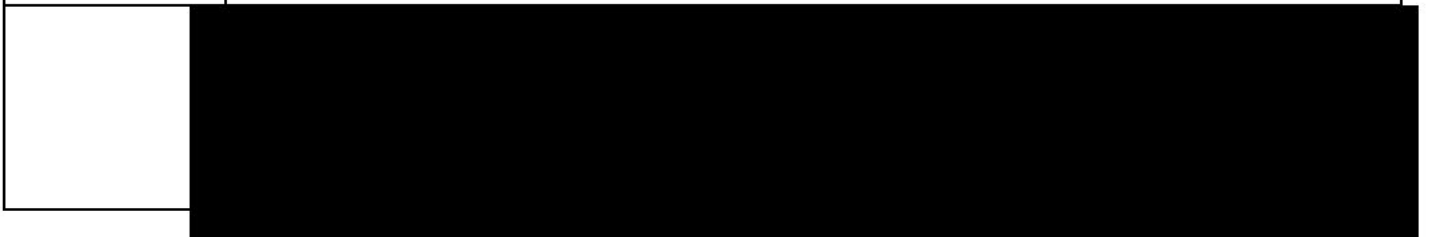
Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>



6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
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Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?

7. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</p> <p>Professional Indemnity Insurance = £2 million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?
If you have answered "yes" to one or both of the questions in this	

	<p>module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

8.3 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	

8.4 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

8.5 Climate Impact / Carbon Reduction Plans

The Council has declared a climate emergency and is committed to achieving 'net-zero' carbon impact by 2030. Procured goods, works and services make up a significant proportion of the Council's total carbon footprint. It is therefore important that all contractors take steps to understand the carbon impact of the goods, works or services they provide and are able to set out how they will work with the Council to help us achieve 'net-zero'.

1.	<p>Please certify if your organisation has a Carbon Reduction / Climate Impact / Environmental Policy or Plan that aims to reduce your carbon footprint over the term of this contract.</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your policy or plan.</p>
2.	<p>Does your organisation use a recognised tool to generate Climate Impact Statements and report the climate impact of your operations?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit details of the reporting tool you use and any outputs from it.</p>
3.	<p>Is your organisation certified or accredited under any recognised framework (eg Carbon Trust or Planet Mark or equivalent)?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your latest certification / accreditation.</p> <p>If your answer to this question was "No" please say whether you plan to achieve certification / accreditation under a recognised framework in future.</p>
4.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above apply to these other organisations?</p>

Notes to this form:

Text highlighted in yellow is where details need to be inserted

Text highlighted in green are optional clauses which require consideration as to whether or not they should be retained.

DATED: day of 2022

BETWEEN

SHROPSHIRE COUNCIL (1)

[.....] (2)

Contract Ref: DONV 016

Contract for a feasibility study to establish the viability and practicability of a local
heat network powered by waste from the Battlefield Energy Recovery Facility



LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 702024 Shrewsbury 2

THIS AGREEMENT is dated day of 2022.

BETWEEN:

- (1) **SHROPSHIRE COUNCIL** whose office is at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ('the Council')

- (2) **[Insert name of Contractor]** [a company incorporated in England and Wales under company number [co. number] and whose registered office is at [company address]] **or** [whose address is at [insert the home address of the Contractor] ('the Contractor')

WHEREAS:

- (A) The Council has been awarded Funding from the Secretary of State for Business, Energy and Industrial Strategy for the purposes of evaluating opportunities to develop new heating and cooling networks and to expand existing heating and cooling networks by virtue of an Agreement dated 2nd June 2021.

- (B) The Council wishes to receive a detailed 'techno-economic' feasibility study which is designed to establish the viability and practicability of a local heat network powered by waste heat from the Battlefield Energy Recovery Facility to heat adjacent industrial land and also to the Council and other community buildings in the Sundorne area of Shrewsbury.

- (C) The Contractor has the skills, background and experience in providing the Services required by the Council

- (D) The Contractor is willing to provide the Services as defined below and the Council is willing to appoint the Contractor to provide the Services in accordance with the provisions of this Agreement

NOW IT IS AGREED as follows:

1. **Definitions**

1.1	In this Agreement, the following words shall have the following meanings:
Agreed Prices	The Agreed Prices as set out in the Contractor's Tender and includes all expenses, materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise.
'Agreement'	means this Agreement
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council. .
'Authorised Officer'	means the representative appointed by the Council to manage the Contract on its behalf
'Best Practice'	means in accordance with the best practice within the industry of the Contractor
Brexit	Means the withdrawal of the United

	Kingdom from the European Union with effect from 31 st January 2020
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
'Commencement Date'	22 nd July 2022
'Commercially Sensitive Information'	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
'Confidential Information'	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought

	reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information;
'Contract Documents'	means all of the documents annexed to, contained and referred to within this Agreement
'Contractor'	means the party named above and includes its employees, servants and agents paid or unpaid acting on its behalf
'Contractor Equipment'	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council for the provision of the Services;
'Contractor Personnel'	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
'Contractor's Representative'	the representative appointed by the Contractor to manage the contract on its behalf
'Contractor Software'	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
'Contractor System'	the information and communications

	technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council's System);
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'Council Data'	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(a) supplied to the Contractor by or on behalf of the Council; or</p> <p>which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Council is the Data Controller;</p>
'Council Software'	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
'Council System'	the Council's computing environment (consisting of hardware, software

and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;

Covid 19

Means all forms and mutations of the viral infection (also known as Coronavirus) being the cause of a global pandemic prior to the Commencement Date and continuing during this Agreement

Covid 19 Safe Working Practices

Means working practices complying with all applicable guidance issued by the government from time to time with respect to safeguarding individuals from the spread of the Covid-19 virus

Data Controller

is as defined in the Data Protection Legislation

'Data Processor'

is as defined in the Data Protection Legislation

'Data Protection Legislation'

all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018)

	(and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party
Data Protection Officer	Shall have the meaning given in the Data Protection Legislation
Domestic Law	means the Law of the United Kingdom or a part of the United Kingdom
DPA 2018	Data Protection Act 2018
‘EIR’	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
‘Employment Checks’	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks
‘Exempt Information’	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this

	Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
“Expiry Date”	<p>Shall be the later of either:</p> <p>i) the Initial Expiry Date; or</p> <p>ii) the last day of any agreed extension period further to clause 2 below;</p> <p>or such other date as this Agreement is terminated in accordance with its terms</p>
‘Extension Period’	Means an extension to the duration of this Agreement as agreed between the parties further to clause 2 of this Agreement
‘Fees’	the Agreed Prices as set out in the Contractor’s tender and includes all expenses, materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply of the required services unless where specifically stated otherwise
‘FOIA’	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this

'FOIA notice'	<p>Agreement</p> <p>means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.</p>
Force Majeure Event	<p>means any circumstance not within a party's reasonable control including, without <i>limitation</i>:</p> <ul style="list-style-type: none"> a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; f) collapse of buildings, fire, explosion or accident; and

- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause 35, or companies in the same group as that party);
- h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause 35 (Force Majeure); and
- i) interruption or failure of utility service.

provided always that COVID-19 and Brexit and their impacts including associated Government acts and regulations shall be treated as foreseeable by and within the control of the Parties

‘Funding’

means the Funding provided to the Council by virtue of a Memorandum of Understanding dated 2nd June 2021 between the Council and the Secretary of State for Business, Energy and Industrial Strategy (the ‘Memorandum of Understanding’) for the purposes of the heat network development project and which

	contains obligations upon the Council as to the use of the Funding.
GDPR	Means the General Data Protection Regulation 2016/679 as they apply and are incorporated into UK law by UKGDPR
'Initial Term'	means the period commencing on the Commencement Date and expiring on the Initial Expiry Date
'Initial Expiry Date'	means 31 st January 2023
'Intellectual Property Rights'	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
'Malicious Software'	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether

	or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to one month commencing from and including the date following the Initial Expiry Date
Order Number	Means an order reference given by the Council to the Contractor which must be quoted on all Valid Invoices submitted for payment
'Outcomes'	means the targets, timescales, results or objectives as specified in the Specification
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Personal Data'	shall have the same meaning as set out in the Data Protection Legislation
'Personal Data Breach'	means anything which constitutes a "personal data breach" as set defined in the Data Protection Legislation
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Data Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
'Prohibited Act'	the following constitute Prohibited

Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or

(d) defrauding, attempting to defraud or conspiring to defraud the Council.

'Project Materials'	means all reports, the Specification, documents, papers, information, data, disks, drawings, samples, patterns, in whatever form, medium or format and wherever such Project Materials are located or stored together with all copies of Project Materials
'Public body'	as defined in the FOIA 2000
'Receiving Party'	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
'Relevant Transfer'	means a relevant transfer for the purposes of TUPE
'Report'	means a formal Report to be prepared by the Contractor
'Request for Information'	means a written request for information pursuant to the FOIA as

	defined by Section 8 of the FOIA
'Review'	means a formal review of the progress of the Services and the achievement of the Outcomes
'Services '	means a detailed 'techno-economic' feasibility study which is designed to establish the viability and practicability of a local heat network, powered by waste heat from the Battlefield Energy Recovery Facility to supply heat to adjacent industrial land and also to Council and other community buildings in the Sundorne area of Shrewsbury as more specifically referred to in the Specification
'Software'	Specially Written Software, Contractor Software and Third Party Software;
'Specification'	The specific description of the Services as set out in the Schedule annexed to this Agreement
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of

	the Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
Sub-processor	any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement.
'Tender'	means the tender dated [.....] ¹ submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Term'	means the period commencing on the Commencement Date and expiring on the Expiry Date
'Third Party Software'	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
'Valid Invoice'	Means an invoice submitted by the Contractor which must contain the following detail required by the Council to enable payment as specified in clause 9 of this Agreement: 1) invoices to be addressed to Adrian Cooper– Climate Change Task Force Leader, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND, Shropshire Council at the address referred to

¹ Where the tender is being annexed to this Agreement, please insert date of tender

above; and

2) submitted on the Contractor's business letterhead including the Contractor's name and address, and VAT registration number (where applicable); and

3) Project Description to be added to which payment relates; and

4) the Council's Official Order Number

'Working Day'

any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

1.2.1 words importing any gender include every gender

1.2.2 words importing the singular number include the plural number and vice versa

1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.

1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:

(i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and

- (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word ‘including’ is used in this Agreement, it shall be understood as meaning ‘including without limitation’
- 1.2.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor’s knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.2.13 A reference to writing or written does not include e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1** It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 2.2** It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for a further period of up to one month commencing on 1st February 2023 Agreement
- 2.3** If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 1 month in advance of the

expiry date of the Initial Term. Where the Parties agree an Extension Period to the Initial Term the provisions of this Agreement between the Council and the Contractor shall be the terms to be applied to the Extension Period, SAVE FOR any agreed variations to such terms and/or to the Fees which shall be formalised in writing by way of Deed of Variation and signed by the Parties in advance of the commencement of any agreed Extension Period.

- 2.4** If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 39 (Consequences of Termination) shall apply

3. Estimated Contract Value: Not Used

4. Services

- 4.1** The Contractor shall provide the Services to the Council in consideration for the Council paying the Fee(s) to the Contractor, subject to the provisions of this Agreement
- 4.2** The Contractor shall provide the Services in such places and locations as set out in the [Specification (or as agreed by the Parties from time to time)] and in accordance with Covid-19 Safe Working Practices
- 4.3** The Contractor shall use its best endeavours to complete/deliver the Services by the [Expiry Date] or [dates specified in the Specification/Special Conditions*] or [dates agreed by the Parties]
- 4.4** NOT USED
- 4.5** The Services shall only be performed/delivered by the Contractor unless otherwise agreed in writing between the Parties
- 4.6** The Contractor shall provide the Services in accordance with the Specification with all due skill, care and diligence and in accordance with good industry practice.
- 4.7** The Contractor shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
- 4.8** The Contractor shall during the Term ensure that every person employed by the Contractor in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services

- 4.9** The Contractor shall carry out its own risk assessments relevant to the Services.
- 4.10** The Contractor shall have a written procedure for dealing with complaints about the Services in accordance with clause 33 (Complaints) hereof
- 4.11** before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must without limitation, complete the Employment Checks
- 4.12** NOT USED
- 4.13** The Parties agree that there shall be, on dates to be agreed, regular informal reviews of the progress of the development of the Services between the Contractor and the Council to ensure that the Outcomes are being achieved.
- 4.14** In the event that an informal review reveals that [the Services are not being delivered as required or that Outcomes are not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Contractor by the Council
- 4.15** The Review meeting shall record in writing any amendments to the Outcomes agreed between the Council and the Contractor.
- 4.16** Where following a Review, the Council acting reasonably determines that the Contractor has not delivered the Services as required or met the Outcomes the Council may:
- 4.16.1** serve the Contractor with a written notice ("Notice") within one month of the Review meeting specifying which [areas of the Services have not been delivered as required or which] of the Outcomes it considers that the Contractor has not met or failed to achieve and giving the Contractor one calendar month from the date of the Notice to remedy the failure
- 4.16.2** if after one calendar month from the date of the Notice the Contractor has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Agreement and the Agreement may be terminated in accordance with the provisions contained in clause 37 (Termination) herein
- 4.16.3** The Council shall take into account any verbal or written

representations made by the Contractor before proceeding to take any action to terminate this Agreement pursuant to this clause.

- 4.17** The Contractor shall provide any records, information or documentation the Council may reasonably request within 7 working days in order for it to comply with the Memorandum of Understanding

5. NOT USED

6 Insurance

- 6.1** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of:

- (a) Public Liability which shall provide for a minimum indemnity limit of £10,000,000 (TEN MILLION POUNDS) for each and every claim; and
- (B) Employers Liability insurance which shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS) for each and every claim.

6.2 NOT USED

- 6.3** Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.

6.3.1 The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier

termination of this Agreement

6.4 The Contractor warrants that it has complied with this clause 6 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required under this clause 6, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

6.5 The Contractor shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

6.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

6.7 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

6.7.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

- (i) details of the policy concerned; and
- (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

6.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement;
- or

- (ii) if the Contractor is or has reason to believe that it will be unable to ensure

that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

7 Indemnity

7.1 The Contractor shall fully indemnify the Council against all liabilities, costs, expenses, damages losses and breach of its statutory duties or breach of an obligation under the Data Protection Legislation (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

(a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel

(b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services

(c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and

(d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Agreement to the extent that the defective performance is attributable to the acts or omissions of the Contractor or the Contractor Personnel

7.2 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

7.3 Nothing in this Agreement shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the indemnities given in this clause 7

8. Fee rates based on time spent – NOT USED

9. Payment

9.1 Payment of the Fee(s) shall be made by the Council to the Contractor within 30 days of receipt of an undisputed Valid Invoice in the following instalments:

- on completion of Work Package 1 – 10% of the Fees
- on completion of Work Package 2 – 60% of the Fees, and
- on completion of the Final Report – 30% of the Fees

9.2 NOT USED:

9.3 The Parties agree that where the Contractor fails to submit a Valid Invoice, the Council shall be entitled to withhold payment until the Contractor submits the information required by the Council.

9.4 In the event of late payment, interest thereon shall be charged at the prevailing statutory rate further to the Late Payment of Commercial Debts (Interest) Act 1998 above the National Westminster Bank base rate.. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after Judgment.

9.5 The Contractor shall not be entitled to vary the Fee(s) during the existence of this Agreement unless with the prior written consent of the Council.

9.6 The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Fee(s) as set out in this Agreement

9.7 All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Council is required to make payment

9.8 Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

10. The Council's Obligations

To enable the Contractor to perform its obligations under this Agreement the Council shall:

- 10.1** Co-operate with the Contractor and ensure that the Council's staff and agents co-operate with and assist the Contractor as is reasonable and appropriate
- 10.2** Provide the Contractor with any information reasonably required by the Contractor;
- 10.3** Comply with such other requirements as may be otherwise agreed between the parties.
- 10.4** NOT USED
- 10.5** Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

11. Authorised Officer and Contractor Representative:

- 11.1** The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.
- 11.2** The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement
- 11.3** The Parties shall notify each other in writing of any replacement Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.
- 11.4** The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Contractor and act as liaison officer with the Contractor's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Contractor's Representative on the Contractor's behalf.

12 Intellectual Property Rights

- 12.1** Any Project Materials supplied by the Council to the Contractor, or

specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. The Contractor, unless otherwise agreed in writing, assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.

- 12.2** The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 12.3** The Project Materials created in accordance with this Agreement shall be original works created by the Contractor and shall:
- (a) not include intellectual property owned by or licensed to a third party except for intellectual property which the Contractor has the right to use (including the right to use the intellectual property for the purposes of this Agreement);
 - (b) not subject the Council to any claim for the infringement of any intellectual property rights of a third party
- 12.4** The Contractor agrees at any time and from time to time on the written request of the Council to execute and deliver promptly to the Council any documents or instrument which the Council considers desirable, or which are required by law for obtaining the full benefits of the assignment in clause 12.1 and of the rights and powers granted by it.
- 12.5** Unless stated expressly in writing in this Agreement, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Agreement
- 12.6** The Contractor shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the

availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

12.7 This provision shall survive the expiration or termination of the Agreement.

13. Confidentiality

13.1 Subject to clause 13.2, the Parties shall keep confidential all matters relating to this Agreement and each Party shall use all reasonable endeavours to prevent their respective staff and Contractor Personnel from making any disclosure to any person of any matters relating hereto.

13.2 Clause 13.1 shall not apply to any disclosure of information:

13.2.1 required by any applicable law, provided that clause 25.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;

13.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this agreement;

13.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 13.1;

13.2.4 by the Council of any document to which it is a Party and which the Parties to this agreement have agreed contains no commercially sensitive information;

13.2.5 to enable a determination to be made under clause 34 (Disputes);

13.2.6 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

13.2.7 by the Council to any other department, office or agency of the Government; and

13.2.8 by the Council relating to this Agreement and in respect of which the Contractor has given its prior written consent to disclosure.

13.3 On or before the Expiry Date the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

13.4 The provisions of this Clause shall survive the expiration or termination of this Agreement.

14. Agreement and Transparency

14.1 Further to the Local Government Transparency Code 2015 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

14.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.

14.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

14.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

15 Council Data

15.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

15.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

15.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested

- by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 15.4** The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back-up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 15.5** The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system to include, but not limited to, the following requirements:
- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - c) Transfer of data to and from the system is conducted in a secure manner.
- 15.6** If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 15.6.1** require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
- 15.6.2** itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council's Data.
- 15.7** If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 15.8** The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each

other to mitigate any losses and to restore the Services to their desired operating efficiency.

15.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 15.8 above shall be borne by the parties as follows:

15.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and

15.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

16. Not Used

17. Not Used

18. Data Protection

Both Parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office and:

18.1 The Parties to this Agreement intend that all data shared between the Parties as part of the delivery of the Services shall be anonymised data and shall not constitute the sharing of Personal Data but:

- a) To the extent that any data constitutes Personal Data (or constitutes anonymised data, but then the data becomes Personal Data in the hands of the data recipient), the data recipient shall hold and process such Personal Data at all times:
 - (i) as Data Controller of the Personal Data;
 - (ii) in accordance with Data Protection Legislation; and
 - (iii) using appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

18.2 The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs

(calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising directly out of or in connection with the breach of the Data Protection Legislation by the Provider and/or its employees

19. Council Data and Personal Information Audits

19.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

19.1.1 to review the integrity, confidentiality and security of the Council Data;

19.1.2 to review the Contractor's compliance with the Data Protection Legislation, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

19.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

19.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

19.3.1 all information requested by the Council within the permitted scope of the audit;

19.3.2 reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

19.3.3 access to Contractor Personnel

19.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

19.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

19.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

19.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

20. Assignment, Transfer and Sub-contracting

20.1 Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,

(a) assign any of its rights under this Agreement; or

(b) transfer all of its rights or obligations by novation,
to another person.

without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;

20.2 Any consent required under Clause 20.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

20.3 The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Contractor Personnel and using its own equipment.

20.4 In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued

20.5 Subject to clause 20.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.

20.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 20, the Contractor shall remain responsible for all acts and omissions

of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.

- 20.7** Where 20% or more of the Contractor's overall workforce is made up of people from agencies (or not employed directly by the Contractor's) this may be considered assignment or subcontracting of the Contractor's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

21. Public Interest Disclosure ('Whistleblowing')

The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

22. Publicity

The Contractor will not make any press or other release or public announcement in relation to this Agreement without the prior approval of the Council

23. Prevention of Bribery

23.1 The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

23.2 The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- b) the Contractor shall, within 10 Working Days of a request from the

- Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 23 and provide such supporting evidence of compliance with this clause 23 by the Contractor as the Council may reasonably request.
- 23.3** If any breach of clause 23.1 is suspected or known, the Contractor must notify the Council immediately.
- 23.4** If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 23.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 23.5** The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 23.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 23.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the Contractor; or,
 - b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
 - c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 23.6** Any notice of termination under clause 23.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed

the Prohibited Act; and

c) the date on which this Agreement will terminate.

23.7 Despite clause 34 (Disputes), any dispute relating to:

a) the interpretation of this clause 23; or

b) the amount or value of any gift, consideration or commission,
shall be determined by the Council and its decision shall be final and
conclusive.

23.8 Any termination under clause 23.5 will be without prejudice to any right or
remedy which has already accrued or subsequently accrues to the Council.

24. Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

24.1 it will carry out the work by the Expiry Date

24.2 it will perform the Services with all due skill and diligence and in a good and
workmanlike manner, and in accordance with the Best Practice within the
industry of the Contractor and will have adequate numbers of Contractor
Personnel to provide the Service

24.3 its Contractor Personnel will have the necessary skill, professional
qualifications and experience to deliver the Services in accordance with the
Specification and Best Practice

24.4 it will use its best endeavours to achieve the Outcomes

24.5 it has full capacity and authority to enter into this Agreement

24.6 it has obtained all necessary and required licences, consents and permits
to provide the Services

24.7 it shall be responsible for all costs, fees, expenses and charges for training
necessary or required for the Contractor Personnel to perform the Services

24.8 NOT USED

24.9 The Contractor shall where appropriate take account of the Human Rights
Act 1998 and shall not do anything in breach of it.

24.10 The Contractor will at all times in providing the Services to the Council
comply with the provisions of the Health and Safety at work Act 1974 and
provide evidence of doing so to the Council at any time upon request and:

24.10.1 The Contractor shall promptly notify the Council of any health and
safety hazards which may arise in connection with the performance of this

Agreement.

24.10.2 NOT USED

24.10.3 NOT USED

24.10.4 The Contractor shall report all accidents and/or injuries relating to the provision of the Services to the Council immediately.

24.10.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council upon request.

24.11 The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.

[24.12] If the Contractor performs the Services (or any part thereof) negligently or in breach of this Agreement, then if requested by the Council, the Contractor will re-perform the Services or relevant part thereof at no additional cost to the Council. The Council's request must be made within 6 months of the Expiry Date or termination of this Agreement

24.13 the Contractor warrants that the signing of this Agreement on its behalf has been validly authorised and the obligations expressed as being assumed by the Contractor under this Agreement constitute valid legal and binding obligations of the Contractor enforceable against the Contractor in accordance with their terms.

24.14 The Contractor acknowledges and confirms that:

- 24.14.1** it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;
- 24.14.2** it has received all information requested by it from the Council pursuant to sub-clause 24.14.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
- 24.14.3** it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause

- 24.14.2;
- 24.14.4** it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 24.14.5** it has entered into this Agreement in reliance on its own diligence
- 24.14.6** as at the Commencement Date, the Contractor warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 24.14.7** The Contractor shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Contractor in accordance with sub-clause 24.14.6 save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by or on behalf of the Council and the Contractor could not reasonably have known that the information incorrect or misleading at the time such information was provided.
- 24.15** The Contractor agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council
- 24.16** In performing its obligations under this Agreement, the Contractor shall and shall ensure that each of its sub-

contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

25. Freedom of Information Act 2000 & Environmental Information Regulations 2004

25.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

25.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

25.3 The Contractor shall and shall procure that its Sub-contractors shall:

25.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

25.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

25.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

25.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the

provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

25.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.

25.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

25.6.1 in certain circumstances without consulting the Contractor; or

25.6.2 following consultation with the Contractor and having taken their views into account;

provided always that where sub-clause 25.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

25.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

25.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

26 **Not Used**

27. Equalities

- 27.1** The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age
- a) in the supply and provision of Services under this Agreement, and
 - b) in its employment practices.
- 27.2** Without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).
- 27.3** In addition, the Contractor and any Sub-Contractor or person(s) employed by or under the control of the Contractor in providing Services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it
- 27.4** The Contractor and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.
- 27.5** In the event of any finding of unlawful discrimination being made against the Contractor and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Contractor and any Sub-Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 27.6** The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to

time for the purpose of assessing the Contractor's compliance with the above conditions.

28. Non-compliance

28.1. If the Council identifies areas of the Services which do not comply with the requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

28.2 If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

28.3 If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 34 (Disputes):

- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:
 - (i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;

or

- (ii) to recover such sums from the Contractor as a debt;

And/or

- (b) to terminate the Agreement in accordance with clause 38 Termination

29. Waiver

The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

30. Sustainability

The Contractor will at all times use its best endeavours to assist the Council and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of the Council, copies of which are available on the Council's website

31. Audit And Monitoring

The Contractor will allow access for the Council and its officers to all relevant information for the purposes of audit and the monitoring of this Agreement.

32. Safeguarding NOT USED

33. Complaints Procedure

33.1 The Contractor shall operate a complaints procedure in respect of any services or works provided under this Agreement to deal with any complaint received about the standard of services or the manner in which any services have been supplied or work has been performed or any other matter connected with the performance of the Contractor's obligations under this Agreement ("the Complaints Procedure"). For the avoidance of doubt any complaint or issue that the Council has in respect of the Contractor's performance of this Agreement shall be dealt with in accordance with the remainder of this Agreement.

33.2 The Contractor's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Contractor is subject or which are applicable to the service being provided (including any change in such requirements) and shall meet the following minimum standards:

33.2.1 is easy for complainants to access and understand

33.2.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

33.2.3 provides confidential record keeping to protect employees under this Agreement and the complainant

- 33.2.4** provides information to the Contractor's management so that services can be improved
 - 33.2.5** provides effective and suitable remedies
 - 33.2.6** is regularly monitored and audited and which takes account of complainant and Council feedback
- 33.3** The Contractor shall inform any users of the services or works provided under this Agreement of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.
- 33.4** The Contractor shall investigate and deal with any complaints it receives about the services or works, whether direct from the public or services users, or referred to it by the Council, in accordance with its published complaints procedure.
- 33.5** The Contractor shall ensure that:
 - 33.5.1** it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Contractor is dealing with the complaint
 - 33.5.2** under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
 - 33.5.3** someone who is independent of the matter complained of carries out the investigation
 - 33.5.4** the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor's investigations
 - 33.5.5** it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within 21 Working Days of receiving the complaint
 - 33.5.6** where a complaint is received by the Contractor relating to the policy or decisions of the Council rather than the Contractor's delivery of its obligations under this Agreement, the Contractor shall promptly, and within two Working Days, refer the complaint to the

Council for investigation.

- 33.6** The Contactor shall ensure that all its employees and persons employed under this Agreement are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 33.7** The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council within 5 Working Days of being requested or at 12 monthly intervals in any event.
- 33.8** Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council.
- 33.9** The Contractor should note that if a complaint is made to the Council by a third party relating to the services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

34. Disputes

- 34.1** If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 34.1.1** In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
- 34.1.2** If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive and the Contractor or other authorised officer

whose details have been notified to the Council, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

34.1.3 If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to to the Centre for Effective Dispute Resolution or such other mediation body as the Parties shall agree and the Parties shall then seek to resolve the dispute or difference amicably by using an alternative dispute resolution (“ADR”) procedure (other than arbitration) acceptable to both Parties before pursuing any other remedies available to them. Each Party shall pay its own costs of such a referral.

35. Force Majeure

35.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (“Force Majeure Event”), provided that:-

35.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

35.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

35.2 If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

35.2.1 it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

35.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

35.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

35.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

35.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

36. Rights of Third Parties

The Parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment thereof).

37. Notices

37.1 Unless otherwise communicated to the Party in writing any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

37.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

38. Termination

38.1 The Council may terminate this Agreement by giving to the Contractor at

least 1 months' notice in writing.

38.2 Either Party may terminate this Agreement by notice in writing to the other if:

38.2.1 the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

38.2.2 the other Party commits a series of minor breaches which, when taken together, amount to a material breach;

38.2.3 the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;

38.2.4 The Council may terminate this Agreement forthwith by notice where the Contractor commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 28 (Non-Compliance).

38.2.5 the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

38.2.6 the other Party ceases to carry on its business or substantially the whole of its business; or

38.2.7 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

38.3 This Agreement is contingent upon funding from government and the Council can in no way warrant represent or guarantee the continuation of this funding. In the event that the government withdraws funding the Council may terminate this Agreement in whole or in part by serving reasonable written notice on the Contractor

- 38.4** Where notice to terminate is given pursuant to this clause 38, this Agreement shall terminate with effect on the date specified in the notice
- 39. Consequences of Termination**
- 39.1** Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination
- 39.2** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
- 39.3** Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 39.4** Notwithstanding its obligations in this clause 39, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 39.5** upon termination of this Agreement for any reason, the Contractor shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all Project Materials, information and any other property of the Council which are in the possession or control of the Contractor or the Contractor's employees, agents or Sub-Contractors at the date of termination.
- 40. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) – NOT USED**
- 41. Staffing Security – NOT USED**
- 42. Security Requirements – NOT USED**
- 43. Governing Law And Jurisdiction**

It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts

44. Severance

If any provision of this Agreement prohibited by law or judged by any court of

competent jurisdiction to be unlawful, void, invalid or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

45. Parent Company Guarantee – NOT USED

It is a condition of this Agreement that if the Contractor is a subsidiary company then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

46. Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

47. Agency, Partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

48. Conflict of Terms

If there is any ambiguity or inconsistency in or between the Contract Documents the Council shall determine, at its sole discretion, the priority of the documents.

49. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

IN WITNESS of this Agreement

Signed by and on behalf of

Shropshire Council

..... **Assistant Director – Legal and**

Governance (Monitoring Officer)

..... Legal Services Manager ²

Signed by and on behalf of

(Contractor)³

.....
Signature of authorised signatory	Position in Company

Or

.....
Director	Director/Company Secretary

Print Name (s).....

² Insert this signatory page if the contract to be awarded is a major contract under the Council's Contract Procedure Rules, otherwise, contact legal services as to the appropriate attestation clause

³ Insert the contractors name

THE SCHEDULE

SPECIFICATION

HEAT NETWORKS DELIVERY UNIT:

Project Guide 3: Feasibility Study Specification

Glossary

Term	Description
Carbon Intensity	The amount of CO2 emitted per unit of energy consumed or produced
Client	The Council
Consultant	The Contractor
Counterfactual	The most likely heat supply option that would be used in the absence of a heat network. Heat tariffs need to be set in the context of counterfactual energy costs thus it is an important part of establishing potential heat network viability
Heat Networks Code of Practice (CoP)	The Heat Networks CoP is a joint publication of the ADE and CIBSE which seeks to provide clear and measurable outputs to ensure that a heat network operates effectively and meets client and customer expectations. The CoP is periodically updated, with the latest version published in 2020.
HMT Green Book	The HM Treasury Green Book provides guidance on how to appraise and evaluate policies, projects and programmes
Key Anchor load	Significant heat demands that are critical to making a network economically viable. For the purposes of this study, key anchor loads shall represent > 25% of a scheme's heat demand or have an annual demand of > 2 GWh/pa
LZC	Low and Zero Carbon. For the purposes of the study, this refers to energy generation from a renewable energy or low carbon source
Project Sponsor	An entity that initiates a heat network project. They may or may not decide to invest in, own or operate the heat network
WLCOE	Whole Life Cost of Energy refers to understanding the full financial cost of energy used to heat, cool or power a building which not only includes the cost of the fuel, but also the cost of operating, maintaining and replacing the plant that converts the fuel into usable energy.

Introduction

To undertake a masterplanning and techno-economic feasibility study of the Battlefield industrial estate focussing on the Battlefield EfW site, which is managed by Veolia on behalf of the Council.

The study will build on the initial masterplanning carried out in 2016 and investigate potentially useful heating, cooling and power demand loads, potentially useful heat supply opportunities for the purposes of developing a district energy scheme.

The study will help to identify an initial core scheme and full potential scheme over the long term together with potential phasing, timeline, key dependencies and constraints.

The study will require a detailed assessment and evaluation of the technical and economic elements of developing the identified heat network, including additional potential heat sources, network route feasibility and costs, connection method to and consultation with stakeholders and potential consumers for heating and cooling and the techno-economic model that informs the business case for the project.

Project Background

The Council's Cabinet has recently approved a new corporate climate emergency strategy and action plan for 2021. The strategy summarises the Council's intent to reach a target of achieving net-zero carbon by 2030. The corporate climate change strategy and action plan builds on the positive work the council has already done to reduce its emissions, which includes reducing direct emissions by 26% since 2012, and securing funding to implement a range of measures to reduce its carbon footprint, including resource and energy efficiency measures, renewable energy generation and waste re-use and investing in technology and agile working, which have also generated savings for re-investment in Council services and communities.

An important measure to achieve this will be the preparation of an annual Carbon Impact Budget. This will identify the carbon impacts of Council services and major projects. It will report on annual performance trends alongside the Council's financial budget increasing accountability for carbon reduction.

Not only has the Council set a target for its own emissions, it is also supporting the wider county to meet a similar net-zero target. The Council is a founding partner of the Shropshire Climate Action Project, which is engaging with a wide group of stakeholders to develop an action plan for the whole county. This includes working with large employers such as Veolia to deliver carbon reductions across the County.

The Council is also working with the Marches LEP on the delivery of the Marches Energy Strategy, which also has carbon reduction and energy generation targets.

Encraft were commissioned in 2016 to carry out a study into the opportunities for a district heat network and associated infrastructure around Shrewsbury focussed on the Energy from Waste (EfW) plant in the Battlefield Enterprise Park area. The aims of the original study were to:

- Undertake an energy mapping study of the Battlefield area to identify potentially useful heating, cooling and power demand loads and potentially useful heat supply opportunities for the purposes of District Heating development.
- Use the outputs of energy mapping to inform the development of an energy master plan for the proposed Shropshire area identifying, evaluating and prioritising any identified potential District Heat scheme opportunities.
- To identify an initial core scheme and full potential scheme over the long term together with potential phasing, timeline, key dependencies and constraints.

(Through the waste management contract, Veolia has been managing the Energy Recovery Facility on the Battlefield Industrial estate since 2016, there have therefore been significant changes that need to be investigated)...

The study boundary area encompasses the Battlefield Industrial Estate and wider area; focussed on the Battlefield Energy Recovery Facility, which is operated by Veolia. However, the study brief will also identify other locations which are thought to be feasible in terms of district heat development. These will likely be a number of 'strategic sites' under the Local Development Plan. The consultants will be required to review the boundary and highlight any additional opportunities where appropriate.



There are a number of identified high energy users in the area, many of whom have already been engaged to consider connecting to a heat network.

Identified potential sites to be included (e.g. swimming pools), include:

- Harlescott Primary School
- The Lantern Library
- Severn Fields Health Village and Sundorne Sports Hall

- The former Stadco Site
- Food Enterprise Centre
- Future Development sites as highlighted in the Local Plan
- ABP Food Group

The study will look to:

- Ensure the district heating study is consistent with CIBSE/ADE1 Heat Networks Code of Practice.
- Review the red line boundary for the study and highlight any opportunities to extend the study boundary where this is appropriate and can potentially add value to the scheme.
- Identify and categorise existing heating, cooling and power scheme opportunities and represent with GIS mapping.
- Identify key residential and non-residential development scenarios and model the associated heating, cooling and power demand loads and represent with GIS mapping.
- Determine the suitability of identified heating, cooling and power demands for district energy scheme development.
- Determine and assess the full range of potentially relevant low and zero carbon district energy supply technologies including private wire.
- Determine potential secondary energy centre locations and network routes.
- Identify the key district heating, cooling and private wire scheme options and undertake a high level economic assessment.
- Evaluate and prioritise identified district heating/cooling/private wire scheme options according to agreed criteria, to determine the recommended scheme options suitable to progress a subsequent techno-economic feasibility study.

Study Aims

The aim of the study is to develop a clear set of recommendations, based on detailed technical and economic analysis, as to the feasibility of developing a heat network ⁴scheme for the specified area. The study should be such as to enable the Client to determine whether to invest in progressing the scheme(s).

The recommendations should describe an initial scheme that is deliverable in the short-term and outline the vision for phased network expansion that can be achieved in the long-term.

The recommendations should describe the next steps required by the Client to take the project through to commercialisation and construction.

⁴ The term 'heat network' is used as shorthand for a 'heat and/or cooling network'.

Study Objectives & Work Package Summary

Work Package 1: Review/Update of Previous Energy Mapping and Masterplanning Study

Review previous work as appropriate to clearly identify what, if anything, needs updating and why. **Following agreement with the Client**, update the work as necessary and confirm the opportunities recommended for progression to full techno-economic feasibility in Work Package 2.

Ensure the masterplan identifies the full technical potential for district heating over the short **and** long term.

Ensure the masterplan has adequately considered heating, cooling and private wire opportunities.

Ensure the masterplan identifies and recommends credible low carbon scheme options, future phases, a development timeline, key dependencies, constraints, and strategic risks.

Ensure previous work complies with the latest CIBSE/ADE Heat Networks Code of Practice.

Work Package 2: Detailed Techno-economic Feasibility

Undertake a detailed techno-economic feasibility study of low carbon heat network options identified through energy mapping and masterplanning.

Provide initial and phased scheme design for the energy centre, energy supply technologies, heat and (where applicable) cooling and private wire networks, and customer building connections. Design should be at least to a RIBA Stage 2 'Concept Design'⁵.

Undertake techno-economic cash flow modelling of the identified technical options, where income, operational and capital costs are clearly linked to scheme design and are to an appropriate level of accuracy.

Based on the techno-economic analysis, identify a viable core scheme where heat is supplied by low carbon sources such as renewable energy and/or recovered heat. An **hourly demand model** should form the basis of this analysis.

Identify potential added value opportunities in relation to lower carbon heat supply options or scheme expansion that could be delivered by virtue of capital grant funding support.

Meet all the feasibility objectives and sub-objectives within the latest CIBSE/ADE Heat Networks Code of Practice.

Make clear recommendations as to the Preferred Option⁶ for taking the project forward, including an initial scheme that is deliverable in the short term and a vision for an expanded scheme that could be achieved in the mid to long term.

⁵ The [RIBA Plan of Work](#) is a guide which outlines the common development stages of construction projects in the UK. It is used to describe the stages, core tasks and information exchanges in the development process.

⁶ The term 'Preferred Option' is that used in the [HM Treasury Green Book Business Case Guidance](#). It refers to the option selected from the short list as the one best aligned to the Client's strategic requirements and that provides best value.

Develop a programme of next steps which is cognisant of project risks, associated mitigating actions and project interdependencies and milestones (such as development timescales, public realm works and funding deadlines).

Client Scope of Works

The study must provide the Client with a clear and justifiable basis upon which to evaluate the full potential for heat networks in the study area for both the short and long-term and how these may best be delivered. It should also be sufficient to enable the Client to complete the Economic Case within an [HM Treasury compliant Outline Business Case](#).

The Consultant must ensure that all the criteria below are addressed and that the scheme would comply with the latest CIBSE/ADE Heat Network Code of Practice.

Work Package 1: Review of Heat Mapping & Masterplanning Study

When confirming the robustness of previous mapping and masterplanning work the Consultant shall review and update the previous work to ensure the following areas have been addressed:

Energy Demand Assessment

- For **existing buildings**, establish demand loads covering heat, cooling and power. This should include key public sector buildings and significant commercial and residential buildings. For benchmarking peak and annual demand based on floor areas, use the **CIBSE Energy Benchmarking Tool (2019)** or other sources listed in the latest CIBSE/ADE Heat Networks Code of Practice where they are more appropriate (TM46; CIBSE Guide F; BSRIA Rules of Thumb (BG9/2011); or the Building Energy Efficiency Survey (BEES)). Consultants can use their own benchmarks, such as those derived from existing operation of similar buildings, where this is available and deemed to be more accurate than industry benchmarks. Any deviations from recognised benchmarks should be clearly referenced noting the location, age and similarity of the building(s) from which the data is derived. Actual data must be used where possible as follows:
 - a. annual peak heat
 - b. annual heat demand
 - c. half-hourly metered data; or
 - d. where (c) is not possible energy data should be based on monthly billing data; or
 - e. where (c) and (d) are not possible consumption should be modelled according to best practice.
- For **new developments** (domestic and non-domestic), undertake a review of previous work (if relevant) and the latest development proposals. This should:
 - a. ensure that benchmarks used for space heating are cognisant of the proposed level of fabric efficiency
 - b. ensure that the counterfactual heating solution is compliant with stated local or national policies pertaining to new build

- c. ensure that any electricity grid constraints and associated costs are considered when comparing the cost and deliverability of different heating solutions and consider potential impacts of other infrastructure (EV charging etc.)
- d. ensure that the levelised cost of both the counterfactual and heat network solutions have been considered and are compliant with local objectives.

Energy Centre and Central Plant Options

- Undertake a quantitative and qualitative assessment of low and zero carbon (LZC) heat supply technologies in liaison with the Client. This must include a high-level economic assessment to determine the recommended proposals and approach for low carbon heat supply. Peak and back up energy provision and thermal storage must also be assessed. Within the assessment provide clear reasons for:
 - a. the sizing of the LZC technologies and thermal storage
 - b. why the backup plant has been selected at the recommended level, i.e. against peak loads and how these have been determined, what capacity it is, how N+1 is used
 - c. capital costs determination and breakdown to ensure transparency of the capital cost schedule.
- The assessment should consider the decarbonisation pathway of identified network opportunities in the short and long term. **This must be specific to the scheme in question and reflect what is genuinely deliverable rather than being a generic listing of technologies available.** It should include consideration of any futureproofing implications on energy centre design. Where the initial scheme provides electricity via private wire in addition to heat, the techno-economic analysis should consider the reliance on private wire revenues over the lifetime of the project.

Energy Centre(s) locations

- Identify the range of potentially suitable Energy Centre(s) locations in liaison with the Client. Undertake a quantitative and qualitative assessment to identify which would be the preferred options and the advantages and disadvantages of each. The energy centre and the equipment located within it is to be designed to the level at which potential noise and visual impacts on the local environment can be determined, as well as proximity and access to relevant utility connections.
- Identify and assess potential opportunities for third-party hosting of central plant.
- Identify and assess third-party heat sources that could augment the heat network scheme.
- Identify and assess the technical and economic opportunities to provide private wire to customers who may or may not also be heat customers.

- Undertake appropriate scheme design and provide scale drawings for the energy centre (to be included in the feasibility report). Design should be of sufficient detail to inform capital cost, space and utility requirements, as well as an understanding of noise and emissions implications.
- Undertake a high-level economic assessment. The stated tolerance of the results of the model shall be based on CAPEX estimates accurate to within $\pm 15\%$ on fixed generation and supply assets and $\pm 30\%$ for distribution costs.
- Determine the most likely heat supply counterfactual for each customer type. This should be clearly listed in a table within the report.
- Determine CO₂ emissions and compare these against the counterfactual(s) for the initial technology lifetime and full scheme lifetime, accounting for technology changes and the Client's own requirements.
- Where known air quality management constraints exist, undertake a high-level assessment of NO_x and particulates emissions resulting from the scheme and compare this to the existing heating scenario.
- For the recommended scheme options undertake an initial assessment of existing utilities infrastructure and make enquiries to the utilities providers for compatibility with energy centre(s) connection requirements. This should include technical and cost implications. It is acknowledged that a response may not be forthcoming within the study period, but this can be forwarded to the Client after completion of the study if necessary.

Energy Distribution Systems

- Using the heating, cooling and power demand clusters and the identified supply locations, determine network route options for the full potential of the scheme in the short and long term. Longer term scheme design may be influenced by new developments that would enable future scheme expansion opportunities.
- Undertake an initial compatibility assessment for connection of building systems. Consultants must consider how the buildings currently operate and what can be realistically and economically achieved and the implications of this for a primary network temperature strategy.
- Determine technically feasible routes for heat network/cooling pipework and private wire power systems. This should include a scale drawing with pipe lengths and pipe sizes to underpin capital cost estimations and enable an estimation of heat losses to be made. A map should be provided to illustrate the proportion of soft and hard dig for the recommended routes and this should be reflected in the cost assessment.
- Ensure future proofing of the network based on modelling:
 - a. full scheme potential in the short term and credible longer-term expansion opportunities
 - b. transition from a low carbon network to a zero carbon network; this could include for example assessing suitability for network temperature reduction and change in heat generation technology.

- Identify significant constraints and develop proposals for how these can be overcome along with the expected costs for addressing these based on other similar schemes.

Initial Economic Assessment of Scheme Options

- Provide a high-level determination of cost and revenue streams for identified scheme(s) options including current energy, operation and maintenance (O&M) costs. Please note single line assumptions for O&M based on a nominal percentage of capital expenditure (CAPEX) are insufficient. O&M should be broken down into primary component cost areas, including ongoing repairs, metering and billing, overheads, day to day management etc. Replacement expenditure (REPEX) should be included based on an appropriate estimate of useful economic life.
- Determine the Internal Rate of Return (IRR) and Net Present Value (NPV) at an agreed discount rate over a 25-year, 30 year and 40-year project life. It is expected these values will be a range at this stage.
- Determine the gap funding requirements for the assessed opportunities against the Client's suggested investment threshold IRR(s). This should include *either* modelling the impact of a 10%, 20% and 30% CAPEX grant *or* using the goal-seek function to determine the level of funding required to reach the threshold IRR.
- Provide a breakdown of and rationale for the contingencies applied to costs within the assessment. This should take into account the level of design and the confidence that can be attached to the sources of cost data used.
- Undertake sensitivity testing of the results. Sensitivities shall cover key income and expenditure assumptions including, but not limited to, those shown in **Table 1**.
- Recommend scheme option(s) to progress to full techno-economic feasibility, outline concept design and cash flow modelling including:
 - a. confirmation of the heating, cooling and electrical export (such as private wire) network scheme option(s) along with supporting rationale, and including provision of relevant drawings, schematics and GIS representation. Where private wire is included, a robust plan should be provided which clearly shows: the grid connection point; plans for reinforcement; how the network will work as a Single Line Diagram (SLD)
 - b. the potential nature, scale, costs, timeframe, and location of any recommended scheme(s) covering both initial core scheme and subsequent expansion phases.
 - c. a clear explanation of the key risks and issues associated with each option.
- A maximum of 5 options should be considered in detail as optioneering with little granularity is discouraged. The Consultant should also explain which options were discounted and why.
- Make recommendations to the Client as to reasonable actions they could undertake to help mitigate potential risks/issues identified and to improve the quality and information of future energy loads e.g. logging of heat loads, recording monthly gas manual meter reads etc.

Risk Management

Identify all risks and issues pertaining to the specific scheme and rate those risks in terms of their impact and likelihood, in liaison with the Client. Risks should be evaluated and updated in the HNDU Risk Register Template on a regular basis and suitable mitigation measures shall be identified to eliminate, reduce, or control the impact of known risks and a post-mitigation rating shall also be provided. Key outstanding risks should inform the next stages of work.

Next Steps

The next steps and implementation requirements for the recommended scheme(s) shall be presented including an estimate of costs for next steps. The optimum timeframe to undertake next steps shall be determined, accounting for key requirements and milestones of relevant stakeholders including the Client.

Work Package 2: Detailed Techno-economic Feasibility

This work package shall involve detailed technical assessment and economic optimisation of the recommended core scheme option(s). This should include detailed cash flow modelling; outline scheme design for the energy centre(s), pipe network, and cooling and private wire networks (where relevant); design of customer interface connections; and **a clear assessment of the deliverability of key options. The Client is therefore relying on the study to determine whether to invest in progressing the scheme(s).**

Work shall comply with the relevant requirements of the latest Heat Networks Code of Practice as well as additional Client requirements included in this specification. A completed checklist of work undertaken and outputs against the Code of Practice requirements and this Client Scope of Work must be provided by the Consultant. The work and outputs should be undertaken with reference to the Client's suggested or required investment threshold IRR(s).

This Scope of Work should follow the approach outlined below, taking into account the requirements of the Energy Efficiency Directive (EED) and Green Heat Network Fund (GHNF):

Step 1: Develop the recommended economically optimised scheme (s) which are technically sensible, and reflect local circumstances, together with an assessment of the extent to which the scheme or schemes meet the following criteria as a minimum:

- 75% of the annual heat demand to be met from non-renewable fuelled CHP
- 50% of the annual heat demand to be met from a renewable source
- 50% of the annual heat demand to be met from recovered heat or
- 50% of the annual heat demand to be met by any combination of renewable/recovered heat and non-renewable fuelled CHP.

Note these are minimum requirements to meet the [EED \(Article 2 \(41\)\)](#) definition of 'efficient district heating and cooling'. The Client and other stakeholders will likely have evolving low or zero carbon targets and schemes should be designed accordingly.

Step 2: Identify gap funding requirements (if any) for the recommended scheme or schemes.

Step 3 (if applicable): Where a scheme requires gap funding but does comply with the EED criteria listed under step 1, refine the scheme design to ensure compliance and revise the gap funding requirements where necessary.

Step 4 (if applicable): Based on the current GHNF guidance, assess whether any gap funding requirements would be eligible for GHNF support, clearly stating where a scheme(s) is likely be at risk of exceeding the state aid threshold.

Scheme Optimisation

- Optimise the scheme design and economics in line with UK and International best practice. This should quantify the impact and benefits on design and financial viability, and should include but not be limited to:
 - optimisation of plant capacity and network size/scale
 - optimisation of operational strategy (including maximisation of revenues in the Capacity Market)
 - reduction in return temperatures and consideration of steel/plastic pipework

- configuration of connection (direct vs. indirect)
- options for reducing demand (peak) and Demand Side Response (DSR)
- optimisation of thermal storage
- opportunities to co-locate renewable energy generation to supply heat pumps
- variable flowrate controls
- shared spurred connections and secondary/tertiary network configurations.

Energy Demand Assessment

- For **existing buildings**, provide / update core demand loads covering heat, cooling and power for public sector, commercial, industrial and residential buildings. Each potential load should be characterised as follows:
 - a. annual peak heat
 - b. annual heat demand
 - c. half-hourly metered data *or*
 - d. where (c) is not possible the option of monitoring consumption by use of a pulse logger on a suitable gas meter should be investigated as part of plant room surveys and installed wherever possible for collection of data for 1-2 months or longer *or*
 - e. where (c) and (d) are not possible energy data should be based on monthly billing data *or*
 - f. where (c), (d), or (e) are not possible consumption should be modelled according to best practice AND MUST BE BASED ON HOURLY MODELLING.
- For **key anchor loads**, site visits shall be undertaken to understand compatibility of the internal heating system including the age and condition of heating plant; location of the existing plant room (s); existing operation and maintenance; temperature of internal distribution systems; any plans to improve the fabric efficiency of the building(s); and determine the most likely access point. A 1 page summary of the benefits of connecting to a heat network for each anchor load shall be provided separately from the final report. This includes any capital outlay (retrofit or connection fees); carbon savings compared to existing supply; WLCOE outputs – clearly stating fixed and variable tariffs; access points; security of supply; and any other key information pertaining to that customer. **For the purposes of this study, key anchor loads shall represent > 25% of a scheme's heat demand or have an annual demand of > 2 GWh/pa.**

Where there is potential to reduce return temperatures and heat demand, high level costs of undertaking this work should be established alongside a clear rationale as to whether they would most likely be borne by the building owner or by the network operator. If the latter, these costs must be clearly identified in the techno-economic model.
- For **planned and potential developments** similar information in relation to peak heat, annual demand, and hourly, weekly, and monthly demand profiles should be modelled. Benchmarks for space heating should be presented in absolute (kWh/yr) and relative terms (kWh/m²/yr). They should reflect the emitters and

proposed operating temperatures within each building and include the associated costs of meeting higher fabric efficiency standards (where relevant). Assumptions shall be agreed in liaison with the Client and Developer (where relevant) before modelling is undertaken.

- Provide a summary table of all energy demands. This shall include at least the following columns:
 - a. building name / identifier; customer name (i.e. name of entity that would be counterparty to a heat supply agreement)
 - b. peak and annual demand
 - c. data source
 - d. data resolution (e.g. half hourly, monthly)
 - e. temperature (if known or otherwise assumed)
 - f. efficiency, age and capacity of plant within each building
 - g. counterfactual heating solution (existing or proposed).

Note the data source should be actual and, if not, should be based on real examples and not on BSRIA or CIBSE rules of thumb/benchmarks as outlined in Work Package 1.

- For **smaller loads** or less certain loads, explore the potential for additional connections along the network route (i.e. the potential for 'infill'). These are loads which in their own right might not be included in the core deliverable scheme, but which, due to their demand and proximity to the network, may prove to be economically viable and willing to connect once the network is in place. Compile a list of such buildings ranked according to the 'viability' of the connection. Viability should be assessed through a high level comparison of estimated demand against the cost of connection (e.g. expressed as a £/MWh metric, where cost is linked to linear distance from the heat main). This shall allow the Client to prioritise engagement with potential loads which may improve scheme economics and the scalability of the proposed network over time. It is **not** expected that full energy balance or hydraulic modelling is undertaken in relation to these 'infill' connections. **Alternative methods to the approach described above should be clearly referenced in tender responses.**

Counterfactual

The term counterfactual is used to refer to the heat supply option that a building would use in the absence of a heat network. This will primarily inform the heat tariffs that could be charged by the network, but will also enable comparison of carbon benefits and the impacts of different solutions on local energy infrastructure.

The counterfactual will be different for different building types (domestic or non-domestic) and locations and will depend on whether a building is existing or planned. Consideration should be given to the most likely alternative heating solution for each potential customer or load. For **existing buildings** this is likely to consider the current energy supply, proposed fabric efficiency upgrades, and decarbonisation plans. For **new development**, this is likely to consider local and national planning policy; cost to developer; carbon content of the heat supply; and cost to consumer.

- For **existing buildings** that are deemed to be key anchor loads, determine the appropriate counterfactual based on site surveys and stakeholder engagement where possible. For the purposes of informing an initial heat tariff, a single counterfactual relevant to the near term should be agreed with the Client and presented in terms of:

- a. levelised cost, calculated using the [BEIS Whole Life Cost of Energy \(WLCOE\) Calculator](#) (or equivalent)
- b. carbon intensity (kgCO₂e/kWh) and carbon cost of heat delivered

Refer to HNDU Appendix D on GHG emissions factors for guidance on carbon calculations.

Where the selected counterfactual is not low carbon, a heat tariff linked to a LZC counterfactual should be modelled (where possible) to understand the impact on the heat network project IRR.

- For **domestic new development**, assumptions shall be agreed in liaison with the Client and developer (where relevant) before modelling is undertaken. This should consider:

- a. the preferred counterfactual heating solution(s)
Note: this should be compliant with stated local or national policies pertaining to new build and may include modelling against both a gas (if relevant) and LZC counterfactual, to be agreed with the Client and developer.
- b. associated costs of electricity grid upgrades of the different options
- c. carbon intensity (kgCO₂e/kWh) and carbon cost of heat delivered
- d. the levelised cost of the counterfactual heating solution(s).

The proposed options should also describe the space take of associated plant or equipment and other impacts on building design.

- For **non-domestic new development**, a similar approach is suggested but it is likely that a more bespoke approach will be required. This should be devised through engagement with the Developer and agreed with the Client.

Energy Centre(s) and Plant

- Determine CO₂ emissions and compare these against the existing or counterfactual heat supply technology. This analysis should consider any proposed technology changes to ensure full decarbonisation over the long term. This should be reported as:
 - a. the carbon intensity (kgCO₂e/kWh) of the heat supplied for each heat network option and for the counterfactual(s); *and*
 - b. carbon saved per annum (tCO₂e), over the lifetime of the initial generating assets (assumed to be 15 years) and the expected lifetime of the project.
- Appraise and provide recommendations for an appropriate energy centre(s) location taking account of relevant constraints. This should include compliance with planning and environmental requirements (e.g. air quality and noise),

licencing and other relevant factors such as plant room access. The assessment should also locate back-up options should the preferred location prove unsuitable at a later date.

- Undertake a high-level assessment of NO_x and particulates emissions for the red line boundary area compared to the counterfactual position for existing buildings and existing heating solutions including for known planned developments. This shall include a stack height assessment and cost for flue gas emission control systems. Provide a recommendation as to whether a full air quality assessment is required at a later development stage together with an indicative cost for the work.
- Provide details of key plant requirements and their viability implications including arrangements for peak and backup capacity. The analysis shall include the combination of low carbon technologies; use of thermal storage (including m³ capacity); potential for private wire (including % used on-site vs export); cooling; and the potential integration of battery storage where such storage may be appropriate and beneficial to the scheme.
- Provide the basis for the low carbon plant and thermal storage calculations and demonstrate how this has been optimised and can robustly manage energy supply and demand fluctuations. This shall also make clear whether the network operator will adopt any plant located within existing buildings. The economic optimisation of thermal storage and low carbon heat generation plant shall be based on hourly energy modelling and take account of the different electricity prices at night and during the day for heat pump power consumption and / or CHP generation.
- Provide detail of plant sizing and configuration scenarios (including hourly / daily / monthly / annual thermal load duration profiles), operating parameters, and operational strategy technically and financially best matched to the identified heating, cooling and power demand profiles.
- Provide details of the number and type of each heat generation source, utilisation, efficiency, availability (as distinct from utilisation), thermal and electrical rating where applicable.
- Provide details of any specific actions and related costs required to enable heat extraction to take place, such as for example Environment Agency requirements, assessment of ground / water source heat availability, waste heat extraction.
- Outline the implications of any network phasing and connection requirements on future energy centre design. This shall include robust space planning for any proposed plant including maintenance access and future plant removal.
- Assess existing utilities infrastructure including gas and electrical grid import/export connections for compatibility with energy centre(s) connection requirements, capacity availability to import/export and distance to the proposed energy centre. This should be such as to determine the technical and cost implications for the scheme. Consultants should undertake discussions with and make applications to utilities providers to inform initial capacity options and potential upgrade requirements and costs.
- Undertake an initial design of the recommended scheme(s) energy centre and plant **at least to [RIBA Stage 2 'Concept Design'](#)**, including providing relevant

layouts (including energy centre internal floor area in m²), schematics, key criteria and/or outline specifications and GIS representation (including 'Shape' files) and, for the avoidance of doubt, whether normally provided as part of a Stage 2 design or not, shall include:

- a. Energy Centre General Arrangement (GA) drawings and schematics which are not generic but are project specific and show sufficient detail to demonstrate how the plant will be hydraulically connected (schematic) and that the spatial provision made for the energy centre (GA drawing) is sufficient for the plant proposed
 - b. Each item of generation plant and thermal stores etc. shall be shown as a separate item on both drawings, and on the GA drawing shall be shown to scale with clear access areas shown for plant replacement and maintenance (scale 1:100 at A3 or as otherwise approved).
- The outputs shall take account of the Client's requirements including the techno-economic implications of any potential intention of the project sponsor to apply for future GHNF capital funding support. Schematics and layouts shall indicate whether the energy centre(s) are to be new purpose-built buildings or a refurbishment of existing buildings and/or plant rooms. They should take into account the geography of the area, the utility services connection points and the sensitivities around pollution dispersion. Any additional items specific to the plant such as acoustic treatment, flue dispersal treatment, heat dump radiators etc. shall be detailed and costed together with any external planning impact.

Energy Distribution Systems

- Undertake detailed network hydraulic analysis, optimisation, pipe sizing, insulation standards and route design for the recommended scheme(s) heating/cooling pipe network. This should account for identified route constraints and provide recommendations as to how they may best be overcome. The length and maximum thermal output and pipe diameters of the pipework shall be provided in a detailed schedule tied into a scale drawing available separately in AutoCAD format along with the approximate percentage of hard and soft dig. This should show proposed routing and network sizes for all primary pipework which will tie into the network capital cost schedule (scale 1:1250 or 1:2500 at A0 or as otherwise approved) together with identified heat loads and location of connection points.
- Undertake detailed route design for heat, cooling and private wire networks where relevant, accounting for route constraints as well as mitigation measures, and overlaid onto a drawing similar to that developed for the heating network. Route design should be informed by **actual site visits** and on the ground route investigations as well as consultation with the Local Authority, highways planning, and any relevant key stakeholders. Identify any relevant compliance requirements. Where constraints exist, the number of directional drills along the route shall be provided with associated cost.
- For **new development**, identify opportunities to share or reduce the civils costs with the developer or other utilities on the site.
- Identify the private wire operational approach. Assess private wire deliverability and clearly explain chosen solutions in relation but not limited to:

- primary and secondary substations, grid, and customer connections and capacities
- relationship between grid/private wire capacity and between generation, demand, backup and top-up electricity
- single line diagrams (SLD) for the proposed system *and*
- routing of the private wire cabling, including whether it can be routed in the heat network trenches.
- For the networks and building connections, provide relevant layouts, schematics, heat substation thermal ratings, number of domestic HIUs (where applicable), key criteria and high-level performance requirements.
- Identify cost and technical implications of connection to potential customer buildings, including heat connections and metering requirements. For key anchor loads, this work should also identify any necessary retrofit or design measures for secondary side systems that could be required including ascertaining technical parameters and lifetimes of current plant systems. An analysis should be undertaken as to which, if any, retrofit costs are to be borne by the heat network operator (noting that this is likely to be a commercial decision).
- Determine relevant system operating parameters including recommended temperatures / pressure / flow rates.
- Determine undiversified heat load of thermal substations at customer premises (where applicable) as well as the number of thermal substations to be installed.

Techno-economic cash flow modelling

- Develop a techno-economic cash flow model based on technical design and operation that shows costs and income for the recommended scheme(s) over a 25-year, 30 year and 40-year life cycle.
- The model should be accompanied by a schematic that clearly shows the commercial boundaries of the cash flows included and how these relate to the technical design of the project. For example, the boundary should clearly show where costs for secondary or tertiary retrofit/upgrades are to be borne by the heat network operator with care being taken to ensure the relevant cash flows are included in the model.
- The cash flow model should be accompanied by a book of assumptions and a short user guide. The assumptions book should clearly document the values, costs and calculations that underpin the cash flow modelling; the user guide should describe the structure of the model, the sheets relevant to a standard user and the methodology for running sensitivity analysis (e.g. if a macro needs to be run on making a change to an input assumption).
- The cash flow model must include a breakdown of how the heat tariff(s) has been derived and how it relates to counterfactual energy costs. **This is critically important.** Energy tariffs should clearly differentiate between the variable portion, fixed price portion and connection charge for key customer groups; the model should also generate an estimate of customers' annual energy bills. **Energy tariffs should be compared with the project's unit cost of generation.**

- The cash flow model shall account for appropriate forecast real changes in costs and revenues but shall not account for money inflation.
- The stated tolerance of the CAPEX estimates shall not exceed an accuracy of $\pm 15\%$ on fixed generation and supply assets and $\pm 30\%$ on distribution assets. References for all CAPEX cost items should be provided. Where possible these should be based on quotes obtained specifically for the study and supplied with the report. Where this is not possible, a detailed breakdown of how the costs have been developed must be supplied with reference to named projects where relevant. Prices based on SPONS or similar sources ARE NOT ACCEPTABLE.
- Installed plant CAPEX items shall include but not be restricted to costs for:
 - supply and installation of the main energy generation equipment and specific auxiliaries, including flues and civil works, separately per type of heat generation equipment
 - supply and installation of equipment required to collect heat from waste heat sources (if applicable)
 - energy centre building ('shell & core' construction)
 - flue
 - Energy centre piping/pumps/cabling/panels/water treatment etc
 - Supply, installation and construction management of the network; pipework and trenching. **For the network, a table of lengths and costs and a subtotal for this section shall be provided** (refer to Appendices)
 - An allowance for traffic management
 - An allowance for any additional network costs such as directional drilling or bridges under/over major constraints
 - Connection to utilities (such as gas, electric, water and drainage)
 - private wire cabling including switchgear and transformers associated with the private wire
 - private wire substations
 - gas and electrical network upgrades (evidence by quotes from utilities where possible)
 - supply and installation of thermal storage
 - connection from network to thermal substations and/or HIU's
 - supply and installation of HIU's
 - supply and installation of thermal substations; and
 - main contractor's detailed design, procurement construction management, project management, commissioning, preliminaries, insurances, overheads and profit.

Indicative figures for the following items should be provided separate from the CAPEX figures for each option:

- land costs
- Client's project management or
- Owner's engineer costs

- Client's legal fees
- Client's pre- construction contract design fees, and
- Client's planning costs.
- Cash flow model outputs shall include a real pre-tax pre-finance NPV and IRR across 25-year, 30 year and 40-year lifetime.
- Future scheme phasing options shall be included and capable of being switched on or off within the model.
- The model should have the necessary functionality to perform sensitivity testing including break even analysis and other stress testing. Some tests are suggested in Table 1 below. Consultants are encouraged to develop an approach based on their own analysis that will enable the Client to fully understand key risk areas:

Sensitivity	Variation
Generation and Supply CAPEX	± 15% against base case
Distribution CAPEX	± 30% against base case
Variable element of fuel input prices (i.e. gas, electricity (for heat pumps), waste heat, biomass etc)	± 30% against base case
Variable element of energy sales tariffs for heat and cooling concomitant with variable element of fuel purchase price (i.e. the variable element of the heat price shall be linked to the variable element of fuel purchase price)	± 30% against base case
Discount % against the counterfactual of the variable element of heat/cooling sales tariffs	5%, 10%, 15%, 20% discount to counterfactual (i.e. reduce the total heat tariff by these percentages)
For projects with electricity sales, discount % against the counterfactual of electricity sales tariffs for the private wire element	5%, 10%, 15% discount to Counterfactual (i.e. reduce the total electricity tariff by these percentages)
For projects with electricity sales, electricity sales tariffs for the grid export element	5%, 10%, 15%, 20% discount to Counterfactual (i.e. reduce the total electricity tariff by these amounts)
For projects with electricity sales, % of any electricity sales assumed to be sold by private wire	Up to a maximum feasible %, to be agreed with Client
For projects with electricity sales, assess the minimum electricity export via the private wire required to meet the Client's threshold pre-tax project IRR	Stress test to establish minimum private wire export requirement

Energy demand usage (heat, power and cooling); the impact of key customer loads falling away and / or the impact of differing fabric efficiency for new build	Between -30% and a maximum % based on identified future potential, to be agreed with Client
Effect of a significant reduction in availability of LZC or loss of waste heat source	25%, 50% (LZC) 100% (waste heat only)
Heat network losses (primary/secondary)	Between 10% and a risk based % to be recommend by the Consultant
Impact of capital grant support at varying levels up to the amount of gap funding that would be necessary to meet the Client's threshold pre-tax project IRR for the core scheme and any modelled expansion phases	10%, 20%, 30% (or goal-seek formula to determine grant required to meet threshold IRR)

Table 1: Minimum Sensitivities

- The techno-economic cash flow model shall be Excel-based and **FAST compliant** and shall include, as a minimum:
 - Cash flows presented on an annual basis (this can either be aligned to the Client's fiscal periods or on a calendar year basis)
 - A summary sheet with tables which can be easily reconciled back to the report (with references provided) and which are linked to live calculations within the cash flow model (note, for scenarios and sensitivities, pasted values are acceptable; however – see scenario manager requirements below)
 - Outputs and metrics that align with the requirements of HNDUs Appendix C
 - A scenario manager to allow the Consultant to test different scenarios based on the sensitivities explored. These scenarios should be discussed in the accompanying report and should include "Business as Usual" scenario that estimates the costs that the Client would bear were the project not to go ahead. The functionality to switch between scenarios should be simple and should enable a user to readily reconcile back to the report
 - Ability to generate an NPV variance table between heat network scenarios
 - A detailed cash flow statement with Discounted Cash Flow (DCF) (see HNDU Appendix A for indicative line items) and IRR analysis. The net cash flow presented (prior to discounting) should represent a real pre-tax pre-financing project cash flow. The discount rate used to estimate the NPV should initially be set at the Client's stated real pre-tax project hurdle rate
 - Detailed energy load inputs accounting for scheme phasing (shall be adjustable) and other relevant criteria for individual buildings such as clearly justifiable connection costs e.g. where customer plant is due for replacement or there is an existing set-aside fund
 - Detailed energy balance in relation to the proposed plant, storage and operating approach/parameters accounting for energy inputs, energy

outputs (including total heat generated versus total purchased by consumers), emissions, and losses. As a minimum, these should be profiled over the life of the project on a year by year basis linked to network build out and plant utilisation

- A detailed and summary capex analysis accounting for proposed scheme phasing
- A detailed O&M expenditure sheet with a clear rationale for each line item including management costs, metering and billing, maintenance, repairs and replacements, insurances, staffing and other overheads. This shall also cover chemical costs for any necessary Selective Catalytic Reduction (SCR) equipment and an allowance for catalyst bed replacement costs
- Input commodity prices using the appropriate BEIS real forward curve
- The capability for operating sensitivities to be run in the event of an assumed change in demand. As such, calculations for supply of heat/cooling/power and associated input commodity costs must be developed to dynamically link the three together (demand, energy supply and variable cost of supply).

Items not required at this stage:

- integrated financial statements
- estimate of corporation tax
- assumptions for money inflation
- VAT
- working capital assumptions
- accounting assumptions (depreciation, deferred tax, capitalised interest etc.
- financing assumptions (other than possible grants available)
- estimate for business rates *and*
- indirect energy costs such as EU ETS and CCL.

Risk Management

Identify all risks and issues pertaining to the specific scheme and rate those risks in terms of their impact and likelihood, in liaison with the Client. Risks should be evaluated and updated in the HNDU Risk Register Template on a regular basis and suitable mitigation measures shall be identified to eliminate, reduce, or control the impact of known risks and a post-mitigation rating shall also be provided. Key outstanding risks should inform the next stages of work.

Next Steps

The next steps required to further develop and deliver the scheme shall be presented, including:

- A weekly or monthly programme outlining the optimum critical path to construction of the network. This should account for project interdependencies (such as development timescales, public realm works and funding deadlines) all key requirements and milestones of relevant stakeholders, including the Client.
- An identification of specific work (with indicative cost) that is likely to be required to further de-risk or develop the scheme at the next stage. These activities should be described to such an extent that they can be included in a future scope of works.

Outputs Required

All draft and final outputs will be reviewed by both Client and HNDU. They will only be deemed to be signed off when both parties are satisfied that the comments and issues identified have been adequately addressed. Turnaround times cannot be guaranteed and will be reflective of Client and HNDU availability, resource constraints, complexity of outputs for review, comments and issues identified and Consultants' responses.

All project outputs will also be made available to BEIS as part of the HNDU funding requirements:

Work Package 1: Draft and Final Updated Mapping and Masterplanning Report

Work Package 2: Draft and Final Techno-economic Feasibility Study

A **Feasibility Report** covering the scheme(s) explored in Work Package 2, including:

- the method for analysis and approach to stakeholder engagement
- scheme design including relevant layouts, schematics and drawings
- GIS mapping of recommended scheme, including network route(s), energy centre locations, buildings connected, scheme phasing to full build out
- technical, cost, environmental, and other relevant details of potential district energy schemes including benefits, opportunities, risks and constraints
- dynamic (Excel-based) techno-economic appraisal accounting for risk and sensitivities of potential opportunities
- recommendations as to which district heating, cooling and power network(s) to progress to future detailed business case development and delivery and why
- a clear comparison of the costs and carbon intensity of all networked and non-networked (Counterfactual) heat supply options relevant to the study
- recommended next steps and associated timeframe for delivery clearly linked to a full risk analysis.

A standalone **Executive Summary** of no more than 5 pages, including:

- A summary of the scheme in relation to local strategies, policies and programmes
- A description of the project alongside a map of the preferred heat network
- A summary of the capital investment for both initial and full-phase schemes including options for grant funding where required
- A summary of the key benefits to the Client (or other project sponsor) over a 25- and 40-year time period (including Project IRR, NPV and carbon savings per annum)
- A summary of the key benefits (e.g. cost, carbon and tariff) to wider stakeholders
- A summary of key risks and issues alongside a high-level deliverability assessment
- Recommendations for further work (if applicable) and next steps.

An unlocked Techno-Economic Cashflow Model:

- All technical model inputs and assumptions with data sources should be provided as a separate Excel workbook for subsequent unlicensed use by the Client and BEIS as well as any future appointed Consultants. All outcomes and recommendations must be robustly evidenced with full supporting rationale.

Tenderers will be expected to include pricing for 1 potential day of handover of project information to a new Consultant should this be necessary for a future stage of the project, recognising that this will be post-project sign-off.

Associated drawings, schematics and **GIS** outputs (e.g. 'Shape' files)

A **HNDU Monthly Highlight Report** including risks and issues register shall be updated monthly and provided to the Client and/or HNDU as required by the end of each working month from project inception to completion.

A detailed **HNDU Risk and Issues Register**

A completed **CIBSE/ADE Heat Networks Code of Practice Checklist** (as per CP1 (2020))

A **HNDU Project Opportunities Metrics Template (Appendix C)** completed for each opportunity as part of draft and final project reports. This will summarise information and metrics contained in the reports for easy reference by the Client and HNDU.
REPORTS WILL NOT BE ACCEPTED WITHOUT THE REQUIRED APPENDIX C.

A **1 page summary of the benefits for each Key Anchor Load**. This includes any capital outlay (retrofit or connection fees); carbon savings compared to existing supply; WLCOE outputs; access points; security of supply; and any other key information pertaining to that customer.

For the purposes of **large new development**, a 1 page summary should include:

Cost to the project sponsor and/or developer including capital and operational costs along with a clear description network operator / developer boundary

Cost to the consumer expressed as both tariff (p/kWh – fixed and variable) and annual cost per dwelling

Carbon intensity (kgCO₂e/kWh of heat delivered) and carbon cost

Some discussion regarding impacts on the wider energy system should be included, and reinforcement costs quantified where possible

Any connection or other charges.

Indicative Timetable and key milestones

The study is to be completed within a 6 month period with indicative timescales provided below:

Description	Date
Kick off	22nd July 2022
Study period	6 months
Study completion	31st January 2023
Project dissemination to stakeholders	January 2023

Table 2: Study Timetable

Consultants should note the following key milestones when submitting their tender:

Milestone description	Anticipated date
Delivery of Work Package 1	16 th September 2022
Delivery of Work Package 2	01 st December 2022
Delivery of Final Report	January 2023

Table 3: Project milestones

Project Management Requirements

The Client's proposed project management structure and core team is:

Adrian Cooper – Project Director

Simon Stallard – Internal Project Manager

Tim Yair – Midlands Net Zero Hub – External Project Support

Project Team (internal staff, but potential wider partners as well incl. Veolia?)

The minimum requirements for Client and stakeholder meetings are as follows:

Project inception meeting

Monthly Client update meetings (in person with the Consultant's project manager and key project team (where relevant)), including 1 'options review' meeting

Fortnightly updates by telephone or email

Draft final report review meeting

Final Presentation to the Client Project Board (1/2 day)

Site visits – cost for five ½ days which shall be co-ordinated with the above meetings

The additional requirements are as follows:

Allowance for installation/collection of data loggers for energy consumption - 2 days

Cost for purchasing of 5 data logging units.

(note that indicative costs shall be provided based on day rates/no. of units but shall not be included in the overall price submitted in the tender response).

The Consultant's project management approach should be consistent with Prince 2 or other recognised project management methodology and be clearly detailed and presented together with all roles, responsibilities and hours allocated. The Project Manager leading the project will be responsible for day to day contact with the Client and should **have demonstrable experience of the design and delivery of district heating schemes.**

All staff working on the project should be named along with their allocated tasks and hours. Key tasks should be undertaken by a senior person within the consultancy, or their proposed subcontractor, who has demonstrable practical expertise either in the design and installation or project management of delivered schemes and pipe networks. **Evidence of full quality assurance by experienced senior staff must be provided for any tasks assigned to junior engineers who do not have demonstrable experience on delivered schemes.**

Accompanying CVs for all staff working on the project should be provided, evidencing experience relevant to the area of heat networks on which they will be working. The project manager or, by exception, an equivalent experienced senior Consultant, will be required to attend all Client project meetings. **Use of junior staff to lead on Client meetings is not acceptable.**

The Consultant's approach to performance management must be clearly presented within the tender submission including a clearly defined approach to dealing with issues. This shall include: a named Project Director as primary Client contact; an escalation procedure; and commitment to a maximum response time.

The Client will be the first point of contact for potential private and public sector customers of the scheme. Any planned communication with potential customers should, in the first instance, be discussed and agreed with the Client's internal project manager.

Appendix 1

Tender⁷

⁷ Delete if tender is not being attached



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 20th June 2022
My Ref: DONV 016
Your Ref: DONV 016


Dear Bidder

**DONV 016 – BATTLEFIELD HEAT NETWORK FEASIBILITY STUDY
SHROPSHIRE COUNCIL**


SUBJECT TO CONTRACT

This is an Award Decision Notice.

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.



The award criteria for this contract were set out in full in Invitation to Tender with Price accounting for 20% of the total marks, Quality accounting for 70% of the total marks and Social Value accounting for 10% of the total marks.







[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GB-Shrewsbury: DONV 016 – Battlefield Heat Network Feasibility Study

Competitive Contract Award Notice

Associated Parent Notice

CompetitiveContractNotice - GB-Shrewsbury: DONV 016 – Battlefield Heat Network Feasibility Study

1. Title: GB-Shrewsbury: DONV 016 – Battlefield Heat Network Feasibility Study

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement, Attn: Procurement

3. Contract Type: Services

Sub Type: Other services.

4. Description: Feasibility study. This is an award notice for a contractor to undertake a detailed 'techno-economic' feasibility study which is designed to establish the viability and practicability of a local heat network, powered by waste heat from the Battlefield Energy Recovery Facility (ERF) to supply heat to adjacent industrial land and also to Shropshire Council and other community buildings in the Sundorne Road area of north Shrewsbury.

5. CPV Codes:

79314000 - Feasibility study.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: DONV 016

9. Awarded to:

Is Awardee likely to subcontract?: No Awarded to SME?: No

10. Date of Contract Award: 01/07/2022

11. Number of Tenders Received: 2

12. Other Information:

Other Information: To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=702198938>

Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 22/07/2022

Period of Work End date: 31/01/2023