

To Tenderers of EC5 Constraint Management Intertrip Service (CMIS) 'interim'

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26<sup>th</sup> May 2023

**RE: EC5 Constraint Management Intertrip Service (CMIS) Interim Tender**

Dear Industry Colleagues,

The Electricity System Operator (ESO) has identified that there is a need for a 'Constraint Management Intertrip Service (CMIS)' to manage constraints in the East-Anglia (EC5) region.

The ESO will be launching a full, competitive CMIS tender for the East-Anglia (EC5) region later this year, which has an expected service start date of April 2025. The full tender is currently in the design phase and details of that tender will be shared with industry at a later date.

The project team have identified that there is a value opportunity to begin the service early using units that already have operational intertrips in place. This 'interim' service will therefore begin as soon as the 'interim' tender process is complete and will continue until the full EC5 service begins. As a result, bidders must already have an asset that is connected to the East Anglia Operational Tripping Scheme to qualify for the EC5 'Interim' service.

The first stage of the tender process, the consultation, is now complete and during this next stage of the process the ESO will be analysing the bidding unit's feasibility, compliance, and commercial bids (please see Appendix 1 for indicative 'interim' tender timelines).

**EC5 CMIS 'Interim' Invitation to Tender (ITT) Documentation**

This ITT includes the following documents:

| Document                                       | Explanation  |
|--|--|
| <b>1. EC5 CMIS Interim Letter</b>              | This document. This letter explains the tender process and award criteria.   |
| <b>2. EC5 CMIS Interim Submission Proforma</b> | The submission spreadsheet that includes the details of the unit, the qualification questions, the compliance questions, and the commercial questions.   |
| <b>3. Final Standard Contract Terms</b>        | This document displays the Final Terms and Conditions for the service, which have been updated following the consultation.                               |
| <b>4. Comparison Standard Contract Terms</b>   | This document displays the amendments to the Terms and Conditions to the Terms and Conditions that were released in the consultation stage               |
| <b>5. Query Form</b>                           | If you have any queries, please populate this excel file and return it to <a href="mailto:box.cmp@nationalgrideso.com">box.cmp@nationalgrideso.com</a> . |

To download the documents, please follow this [link](#), select the 'EC5 Constraint Management Intertrip' tab, and then select the 'EC5 CMIS interim documents' sub-tab, as shown below:

What we're trying to achieve    Energy Storage Technical Feasibility Assessment    **EC5 Constraint Management Intertrip Service**    CMP B6 Scotland updates

The EC5 Constraint Management Intertrip Service (CMIS) aims to reduce network congestion costs in the East Anglia region by building post-fault intertrip links between generation across the East Anglia region and the East Anglia Operations (EAOTS). By doing so, the ENCC can facilitate more power to flow on the existing transmission infrastructure pre-amount of generation being curtailed pre-emptively when the expected flow exceeds the current capability of the

The ESO will be launching a market-wide tender in late 2023, that will aim to contract for a EC5 CMIS service to

The Project Team are currently in the design phase of the tender and have identified that there is a value opportunity early (i.e. set up 'interim' contracts).

| EC5 CMIS Interim Consultation and CMIS Webinar Feedback |   |            |
|---|---|------------|
|   | Name  | Published  |
| CMIS Workshop - 16th March 2023                         | 1. Consultation and Webinar Feedback Letter | 3 May 2023 |
| EC5 CMIS Interim documents                              | 2. Consultation and Webinar Feedback        | 3 May 2023 |

## Award Procedure

The tender award procedure for the EC5 CMIS 'interim' is as follows:

1. Bidders submit their qualification and compliance answers, together with their commercial bids using the spreadsheet '2. EC5 CMIS Interim Submission Proforma'.
2. The ESO will then evaluate the qualification and compliance answers to check that the bidder meet the technical and compliance requirements, outlined in the Submission Proforma. If a bidder does not meet the qualification and compliance requirement, the ESO reserves the right to remove the bidder from the tender.
3. The bidders that pass the technical and compliance requirements will then have their commercial bids benchmarked against the expected savings (using the **B6 boundary CMIS** award prices to model the forecasted benefits) and the other tender bids. The ESO will review outlying bids, plus relevant regulations and legislation, when deciding whether to accept or reject the commercial bids. The review of the commercial submission is at the ESO's sole discretion and may result in the bidder's removal from the tender. The ESO also reserves the right to request further information and/or request resubmissions to support the commercial bids.
4. Tender outcomes will then be communicated to the participating bidders.
5. Successful bidders will be issued the contract for completion using the electronic signature platform Docusign.
6. The ENCC will utilise the contracted generators submitted generation profiles (Balancing Mechanism Physical Notifications) and submitted arming prices to decide which generator(s) to arm.

## Submitting the ITT

The deadline for submitting your qualification, compliance, and commercial bids is **09:00 Monday 17<sup>th</sup> July 2023** and responses must be sent to [box.cmp@nationalgrideso.com](mailto:box.cmp@nationalgrideso.com) using the EC5 CMIS 'Interim' Submission Proforma referenced above.

## Publication of Information

The ESO shall publish and / or announce details of the information submitted for the provision of constraint management intertrip services from any service provider, and the service provider is required to consent to the disclosure by the ESO of any such information. To this end, the ESO cannot accept an offer from any potential service provider unless they consent to the disclosure of such information.

## Further Information

For further information and a more detailed explanation of the procurement process for the above or similar requirements, please refer to Appendix 2. Please direct any queries and questions to [saul.shapiro@nationalgrid.com](mailto:saul.shapiro@nationalgrid.com) and [box.cmp@nationalgrideso.com](mailto:box.cmp@nationalgrideso.com).

Yours sincerely

Saul Shapiro  
Senior Category Lead

## Appendix 1. Indicative Timelines

| Stage                    | Start                     | Finish                           |
|--------------------------|---------------------------|----------------------------------|
| Tender Submission Period | 26 <sup>th</sup> May 2023 | 09:00 17 <sup>th</sup> July 2023 |
| Contracts Awarded        | FY Q3 2023                |                                  |

## Appendix 2. Tender Further Details

### 1. Amendments to Tenders

Submissions can be amended online at any time before the tender closing time and date.

### 2. Supplementary Information

Any supplementary documents or supporting information included with your Tender must be identified with the Tender reference number and title (both are provided at the top of the 'Instructions to Tenderers' document).

### 3. Language

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

### 4. Currency

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

### 5. Validity of Tender

Your Tender shall remain valid for acceptance for a period of 180-days from the date fixed for the return of Tenders. As the submission deadline is the 17<sup>th</sup> July 2023, the acceptance period will be in effect until the 13<sup>th</sup> of January 2024.

### 6. Sufficiency and Accuracy of Tenders

By submitting a Tender you are deemed to have examined all the documents comprising the tender (and any amendments or additions thereto issued by ESO during the Tender period).

It is your responsibility to check the completeness and accuracy of your Tender prior to its submission. Errors or omissions may result in your Tender being rejected or disqualified at the discretion of the ESO.

### 7. Qualified Tenders

Once Tenderers have uploaded their submissions and the Tender submission deadline has closed Tenderers must not amend any part of their submitted Tender documents. A qualified Tender or any alteration, omission made without the prior consent of the ESO to any ESO document forming part of the tender may result in the Tender being disqualified at the discretion of the ESO.

If amendments are required to any of the submitted Tender documents Tenderers must contact [box.cmp@nationalgrideso.com](mailto:box.cmp@nationalgrideso.com) to discuss the nature of the amendment(s). The ESO reserves the right to reject any amendment(s) if the inclusion of an amendment results in an unfair advantage to a Tenderer.

## 8. Suspension or Cancellation of Tender Event

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

## 9. Acceptance of Tender

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

The ESO unconditionally reserves the right to reject any or all Tenders, to waive any requirements in the Tenders received, to accept any Tender whether or not it is the lowest Tender received, and to not make any award of contract.

Unless otherwise stated, the ESO gives no assurance that any contract let in connection with this enquiry will be exclusive.

## 10. Unsuccessful Tenders

The ESO will provide information to unsuccessful tenderers.

## 11. Tender Bulletins

During the Tender period the ESO may issue changes or clarifications to the tender by way of Tender bulletins to all Tenderers, deleting, varying or amending any item in the documents.

Any such bulletin(s) shall then become part of the tender documents and must be treated as such by the Tenderer. In preparing the submission the Tenderer will be deemed to have taken account of such in his submitted Tender.

Any bulletins issued may result in an extension of time to the tender to allow Tenderers sufficient time to respond.

The Tenderer should note that the ESO will not issue any Tender bulletin(s) within five working days of the date for the return of Tenders.

## 12. Tender Queries

It is your responsibility to ensure that you have received ALL of the documents listed in the EC5 CMIS 'Interim' Invitation to Tender (ITT) Documentation on page one and that each is complete in the number of pages and the reproduction of each page.

If you discover any omissions or discrepancies in any of the documents forming the tender, or are in any doubt as to their meaning, you should immediately contact the Procurement representative at ESO, requesting clarification prior to submitting your Tender.

Any queries must be submitted in writing on the Tender Query Form not later than ten business days prior to the Tender submission deadline for the return of Tenders.

Should you consider a query to be sensitive or confidential, you must state this in the tender query form. The ESO will then review the query. If we agree, the response will only be issued to you; if we disagree, we will advise you and you will be provided with the opportunity to either withdraw the query or allow the response to be published to all Tenderers.

## 13. Tender Expenses

The ESO shall not be responsible for or pay for any costs or expenses that may be incurred by the Tenderer in the preparation, submission and evaluation of the Tender.

#### 14. Confidentiality

All un-anonymised tender information can be published/shared across the ESO organisation, to Ofgem and/or to The Department for Energy Security and Net Zero (DESNZ) at ESO's sole discretion.

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

The ESO reserves the right to audit Tenderers to confirm if such confidentiality agreements are in place. In the event that the Tenderer is not in compliance with these provisions, ESO reserves the right to disqualify the Tenderer from further participation in the event.

#### 15. Statement of Business Principles

Tenderers should be aware that any contract(s) awarded as a result of this Tender will be entered into with National Grid Electricity System Operator Limited, unless otherwise stated in a particular instance.

#### 16. Consolidated Contract

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