

Publicly Available

# Instructions to Tenderers – EOI and Consultation

Stability Mid-Term Market

Tender Year: 2023-2024

Delivery Year: 2025-2026



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**Version Control**

Version	Description	Date
V1	Initial publication. Instructions to tenderers at EOI and consultation stage of the tender. This document is subject to amends/updates at ITT stage.	3 October 2023

## LEGAL DISCLAIMER

### Copyright

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### Delay, cancellation, and/or suspension of tender events

ESO unconditionally reserves the right to delay, suspend and/or cancel the Tender Event at any point at its sole discretion and without any liability. The tender timelines provided by ESO are subject to change. ESO unconditionally reserves the right to amend the tender timeline at its sole discretion and without any liability.

### Purpose of this document and the EOI Pack

This document and the other documents that make up the EOI Pack have been provided in good faith. The purpose of these documents is to: 1) provide the market with information about the tender rules and requirements to enable market participants to make an informed decision to express their interest, and 2) allow an opportunity for the market to give their feedback through the consultation prior to the Invitation to Tender (ITT). When the ITT launches, these documents may be updated following feedback from the market and/or to reflect the progression from EOI stage to ITT. Bidders may also receive additional documents and/or information, for example about how their tender submissions will be assessed. This means ITT documents may supersede earlier documents and/or information previously communicated during the EOI.

### Commercial Decisions

Any commercial decisions made by bidders to facilitate or support tender submissions are made at the full discretion of the tender participant. Neither ESO nor any other companies in the National Grid Group, nor any directors or employees of any such company shall be liable for any results of these commercial decisions and does not accept responsibility for any commercial decisions made by participants.

## Introduction

On behalf of National Grid Electricity System Operator (ESO), this document invites bidders to provide expressions of interest (EOI) in the first Stability Mid-Term (Y-1) Market tender and to provide EOI consultation feedback.

Following the Request for Information (RFI) held earlier in 2023, ESO have used the findings to refine both the design of the tender process to be followed and some of the indicative requirements that were shared. The first Stability Mid-Term (Y-1) tender will be referred to as ‘**Mid-Term 25/26**’ herein. For other key terms please refer to the Glossary.

To assist the market, this document:

- provides advanced information about how the tender process will be facilitated
- provides key instructions, rules, and guidelines
- explains how bidders can respond to the EOI and consultation

## 1. Stability Mid-Term Market Overview

The Stability Mid-Term Market will operate based on annual tender rounds, where contract award will be made approximately one year prior to the service delivery year in question.

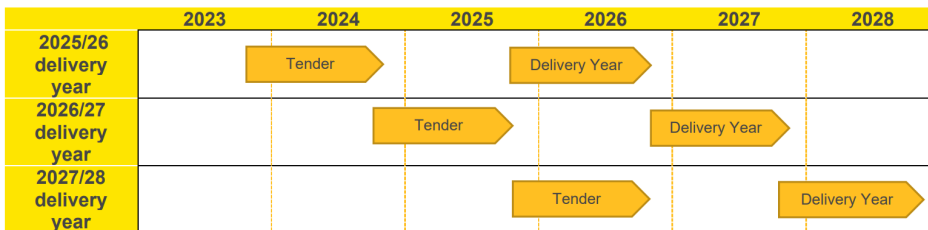
Each tender round will be focused on one delivery year at a time. For example, during the tender round between 2023 and 2024, bidders can only bid for one delivery year (2025-2026).

To be contracted for a specific delivery year, bidders would need to take part in the relevant tender round.

Each tender round will be open to new bidding companies and/or new solutions/assets. It is not a pre-requisite to partake in the first tender round to be able to partake in subsequent tender rounds.

For each tender round ESO will confirm the requirement and provide tender documentation to facilitate the process. Please note this document and the other published documentation that make up this **Mid-Term 25/26** EOI Pack are only applicable to the first tender round. As and when future tender rounds are completed, new tender documents will be published.

The intention is the developed tender process will be repeated for each delivery year, but as time progresses and the Stability Market becomes more established, the process should become more efficient.



## 2. Mid-Term 25/26 Requirements – Summary Information

ESO are seeking solutions to support Great Britain’s inertia requirements between **October 2025** and **September 2026**.

The table below provides a high-level summary of the requirements for this tender, but please refer to the other tender documents, for example the **Mid-Term 25/26** Technical Specification, for full details.

Table 1

Topic	Detail
Requirement	7GVA.s inertia between 2025 and 2026. ESO may procure about or below this volume according to the bids received and the assessment criteria.

<p><b>Service delivery period</b></p>	<p>1 October 2025 to 30 September 2026</p>
<p><b>What voltage levels can solutions be offered at?</b></p>	<p>Solutions must either be directly connected to the transmission system or if Embedded have a User System Entry Point of 132kV. For clarity anyone connecting to the transmission system would be eligible to take part in this tender, including tertiary and grid park connections.</p> <p>This topic was included in our RFI. We have reviewed and acknowledged feedback received during the RFI. However, we are keeping the criteria that solutions must be directly connected to the transmission system or if Embedded have a User System Entry Point of 132kV. This is due to the challenges in allowing DNO connections below 132kV, some of these challenges are:</p> <p>Solutions connecting at 110kV or above have more stringent technical requirements in the Grid Code. This includes enhanced fault ride through characteristics where are an important attribute for solutions providing stability services, which would need to be demonstrated by distribution assets. Further to this there are technical limitations around being connected to low level voltages in DNO networks and interactions with loss of mains protection.</p> <p>There are several additional requirements to the normal technical requirements for Grid Forming technologies. Grid forming is a new emerging technology that is being deployed in very limited numbers across GB. Currently, there are no DNO connected grid forming assets deployed in GB, through this Y-1 market we would first like to understand the performance and limitations of grid forming assets providing Inertia to the ESO at the higher voltage levels in DNO networks before expanding to cover lower voltage levels.</p> <p>To address some of these issues ESO have an ongoing innovation project for the monitoring of inertia which will likely help us to better understand the impact of inertia sources connected at lower voltage levels on the national requirement. ESO are also exploring opportunities to undertake further innovation work to assess the effectiveness of distribution connected solutions towards the national inertia requirement. Through this work ESO intend to work with DNO's to understand the implications for their networks from the installation of grid forming technology. Depending on the findings upon conclusion of these innovation projects, the eligibility criteria for the mid-term (Y-1) market may be updated in the future.</p>
<p><b>Technology type</b></p>	<p><b>Mid-Term 25/26</b> is technology agnostic. ESO is seeking technologies that provide inertia services, based on a technology-agnostic specification. Any solution proposed must meet the tender criteria, such as the Technical Specification and the Eligibility Criteria (please refer to the separate documents for details).</p>
<p><b>Availability</b></p>	<p>This service requires 90% availability, and the contract will be paid on a pay-as-bid dual price basis.</p> <p>As part of this, one payment will be an availability fee £/settlement period, which will be paid when assets are available for provision of their contract stability services, but they have not been actively instructed to provide the service.</p> <p>The availability fee will be fixed for the delivery year, with no indexation applied. For more details on payment and the definition of availability, please refer to the draft contract terms and conditions.</p> <p>For information on how stacking will impact availability and availability payments please see Section 9 below.</p>
<p><b>Utilisation Profile</b></p>	<p>Please refer to the Technical Specification for information on the utilisation profile. Please note the utilisation will not be capped in the contract.</p> <p>The contract will be paid on a pay-as-bid dual price basis. As part of this, one payment will be a utilisation fee, which will be paid when assets have been instructed to provide the service</p>

	<p>and are actively providing their contracted stability service. The utilisation fee will be fixed for each delivery year, with no indexation applied.</p> <p>For clarity, during periods when contracted solutions have been instructed to provide the service, the intention is that both the availability and utilisation payments will be made subject to being available and accepting the instruction to provide the service. For more details on utilisation payment, please refer to the draft contract terms and conditions.</p> <p>For information on how stacking will impact availability and availability payments please see Section 9 below.</p>
Can 0MW solutions take part?	<p>0MW solutions can participate in the tender process.</p> <p>Any proposed solution must satisfy the tender requirements (including the Eligibility Criteria) to be considered for a contract. Please refer to the Contract Award Criteria for more information.</p>
Can Non-0MW solutions take part?	<p>Non-0MW solutions can participate in the tender process.</p> <p>Any proposed solution must satisfy the tender criteria (including the Eligibility Criteria) to be considered for a contract. Please refer to the Contract Award Criteria for more information.</p>
Can services be stacked?	<p>Yes, please refer to Section 9 of this document for more details.</p>
Can existing connections participate?	<p>Yes. Any solution proposed must satisfy the tender criteria (including the Eligibility Criteria) to be considered for a contract. Please refer to the Contract Award Criteria for more information.</p>
Can Transmission Owners participate?	<p>No. TOs are not permitted to participate in this market. Their regulatory arrangement does not allow for this.</p>
Can Distribution Network Owners participate?	<p>No. DNOs are not permitted to participate in this market. Their regulatory arrangement does not allow for this.</p>
Can Offshore Transmission Owners participate?	<p>No. OFTOs are not permitted to participate in this market. Their regulatory arrangement does not allow for this.</p>
Can Interconnectors participate?	<p>Yes. Interconnectors are able to participate in this market and receive a commercial contract for the provision of the service. Any proposed solution must satisfy the tender criteria (including Eligibility Criteria) to be considered for a contract. Please refer to the Contract Award Criteria for more information.</p>
Will any redundancy be procured based on N-1?	<p>No, ESO is not seeking to procure redundancy based on the N-1 methodology in this tender. However, please note ESO's comments within the 'Requirement' row of this table.</p>

For the avoidance of doubt, ESO seeks to secure an overall portfolio of solutions that minimises costs to manage inertia across the system. As a result, ESO may procure more or less than its requirements if it is economic to do so.

If none of the solutions tendered by bidders provide economic benefits against the forecasted alternative cost of managing inertia through the Balancing Mechanism (BM) then this **Mid-Term 25/26** tender may not proceed to award contracts. It's possible that only part of the requirement is awarded through this tender, whilst the remaining requirement is sought through the BM.

### 3. Tender Process and Timeline Overview

The **Mid-Term 25/26** tender will follow the process outlined below, which consists of a pre-tender Expression of Interest (EOI) stage followed by a combined commercial and technical Invitation to Tender (ITT).

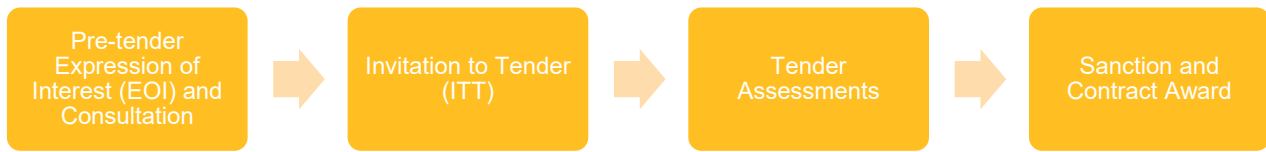


Table 2

Indicative Timeline	
Task	Date
EOI Launch	3 October 2023
Consultation Deadline	3 November 2023
EOI Deadline	Early Bird Deadline: 1 December 2023 Backstop Deadline: 26 January 2024
ITT Launch	January 2024
ITT Window	January – April 2024
ITT Deadline	April 2024
ESO Internal Tender Assessments	April 2024 – July 2024
ESO Internal Sanction Process	August 2024
Contract Award	September 2024

Please note this timeline is subject to change/updates as the tender progresses.

#### 4. Expression Of Interest Deadline

The EOI deadline has been set based on a staged basis, with an **Early Bird** deadline and a **Backstop** deadline.

The ‘**Early Bird**’ deadline is **5pm 1 December 2023**. Bidders who express their interest by the **Early Bird** deadline will ensure they are invited to the ITT on Launch Day, with the ability to access all tender documents for the ITT window.

Bidders who miss the ‘Early Bird’ deadline will have until **5pm 26 January 2024** as the ‘**EOI Backstop**’ deadline to express an interest. Those who miss the Early Bird deadline will still have an opportunity to register for this **Mid-Term 25/26** tender up until the **EOI Backstop**. ESO cannot guarantee an invitation on ITT Launch Day due to the time needed to give systems access (see Section 12 for details). By registering after the **Early Bird** deadline, bidders accept the risk that they may not receive access to the ITT until after the ITT Launch Day. All bidders will have the same ITT deadline, regardless of when they received access to the ITT.

All bidders are required to formally express their interest if they wish to participate. Expressing an interest does not result in an obligation to submit a full tender submission. Any bidder who registers at EOI may withdraw from the **Mid-Term 25/26** process at any point prior to the ITT tender submission deadline. ESO ask that any bidder who does withdraw provides a reason for doing so.

#### 5. Consultation Deadline and Process

As part of the EOI, the market are also invited to provide feedback on the published information. The deadline to return any consultation feedback to ESO is **5pm 3 November 2023**. If a participant wishes to provide feedback it should be done using the Consultation Feedback Form and returned to [box.stability@nationalgrideso.com](mailto:box.stability@nationalgrideso.com).

Any market participant can respond to the consultation regardless of whether they are expressing an interest or not. Those who express an interest are encouraged to provide consultation feedback.



Providing feedback on the documents shared in this EOI is optional. Providing feedback does not result in an obligation to express an interest or propose a tender submission.

The deadline to provide consultation feedback is deliberately earlier than the EOI deadline to allow sufficient time for ESO to review market feedback and if necessary, make any updates to the tender process, requirements and/or tender documents prior to the launch of the ITT. The staggered nature of the consultation deadline and EOI deadline will not be amended.

## 6. Expressions of Interest Process

To participate in this **Mid-Term 25/26** tender and be invited to the ITT, participants must express an interest during this EOI stage by sending an email to [box.stability@nationalgrideso.com](mailto:box.stability@nationalgrideso.com).

This email must explicitly state the following:

- Explicit expression of interest in the tender
- Company name as per Companies House
- Company registration number as per Companies House
- Primary nominated contact
- Secondary nominated contact (more than two contacts can be provided if necessary)
- Contact phone number (for each contact provided)
- Contact email address (for each contract provided)
- Postal address
- Company Ariba ID information (if available) - see section 12 for more information

Expressions of interest must be received by the **EOI deadline**. Please ensure the contact details provided are up-to-date and correct. ESO will not be held liable if incorrect information is provided.

**Note:** Participation by Joints Ventures (JV) / Groups is permitted. When JVs/Groups express their interest, the company names and contact details for all JV / Group members must be provided. Only companies who express an interest will be invited to participate in the ITT, therefore, it is not possible for a JV / Group to dissolve and for individual company members to return a tender submission separately if those individual members have not expressed an interest as individuals.

During the EOI stage, bidders will have the opportunity to provide consultation feedback on the draft tender documents that have been shared. This feedback should be returned to ESO by the **Consultation deadline** to allow sufficient time for ESO to consider any feedback before launching the ITT.

### Conditions of expressing an interest

By expressing an interest in response to this EOI, bidders are agreeing to be bound by the terms of the EOI Pack and/or any revisions of said terms as made by the ITT. Bidders also confirm that they shall ensure that any JV/Group/consortium members and/or subcontractors comply with all applicable laws, codes of practice and statutory guidance.

Information that is supplied as part of this EOI is supplied in good faith. The information contained in the EOI Pack and in any related written or oral communication is believed to be correct at the time of issue, but ESO will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This includes but is not limited to Ofgem's announcement on the treatment of synchronous condensers which can be found [here](#).

Any reliance by a bidder or any third party on the information provided by ESO as part of this EOI is at the Bidder's and/or third party's risk.

## 7. EOI and Consultation Content

The **Mid-Term 25/26** EOI Pack consists of the following:

1. Instructions to Tenderers – EOI and Consultation (this document)
2. Technical Specification

- 3. Eligibility Criteria
- 4. Contract Award Criteria
- 5. Terms and Conditions (zip file)
  - Framework Agreement
  - General Terms & Conditions
  - Contract Form
- 6. Consultation Feedback Form
- 7. Indicative Payment Calculator
- 8. ARIBA Guides for Suppliers (zip file containing various documents)

All documents listed above are applicable to all bidders unless otherwise indicated. At any time during the EOI, prior to any deadlines, ESO may amend any of the EOI Pack or provide additional information. If there is any inconsistency or conflict between the terms of these instructions and any other document comprised in the EOI Pack, the provisions of these instructions prevail.

When the ITT launches, these documents may be updated following feedback from the market and/or to reflect the progression from EOI stage to ITT. Bidders may also receive additional documents and/or information. This may supersede information previously communicated during the EOI. It is the responsibility of bidders to ensure that they fully understand the ITT documents and to reach out to the ESO if they have any questions.

### 8. Eligibility Criteria

During the RFI we included the indicative eligibility criteria. Please refer to the Eligibility Criteria document for the refined criteria considering market feedback received during the RFI. Bidders will be considered for a contract in the **Mid-Term 25/26** tender provided that the eligibility criteria have been satisfied. Please refer to the Contract Award Criteria document for how the assessment will be carried out.

If bidders have any queries or concerns regarding how they meet the eligibility criteria, please contact the Stability Market team through the query process defined in Section 11 below.

### 9. Stacking Services Rules

Service stacking is permitted under the contract for **Mid-Term 25/26**, such that, in the ESO’s sole opinion, it does not impact the bidder’s ability to provide the contracted service. The table below lists out which services can be stacked.

Table 3

Service	Is Stacking Permitted?
Frequency Response (FR)	Yes – providing sufficient capability is reserved to deliver the contracted stability services at all times.
Reserve	Yes – providing sufficient capability is reserved to deliver the contracted stability services at all times.
Reactive power (RP)	Yes – paid for through ORPS
Capacity Market (CM)	Yes - does not impact service delivery
Restoration	Yes - does not impact service delivery
Constraint Management Intertrip Service (CMIS)	No, not permitted
Balancing Mechanism (BM)	Yes - however Non-0MW synchronous providers should forego payment when they generate above 0MW due to being instructed by ESO in the BM
Wholesale Market (WM)	Yes - however Non-0MW synchronous providers should forego payment when they generate above 0MW either due to self-dispatching (>0MW FPN) or are instructed by ESO in the BM

Please note from an availability perspective with regards to the 90% requirement, in any settlement periods where providers are stacking any of the **permitted** services above, the provider will still be treated as available. Please see the below table for how this will translate into payments under this contract whilst stacking services.

Table 4

Example	Will payment still be made under the Stability Mid-Term contract when stacking?							
	FR	Reserve	RP	CM	Restoration	CMIS	BM	WM
Non-0 MW synchronous generator able to provide stability at 0MW export	Yes	Yes	Yes	Yes	Yes	No	No	No
Non-0 MW synchronous generator <b>unable</b> to provide stability at 0MW export	Does not meet eligibility criteria, would not receive a <b>Mid-Term 25/26</b> contract.							
0MW export Synchronous compensator	N/A	N/A	Yes	N/A	Yes	No	N/A	N/A
Non-synchronous battery storage solution with grid forming capability (GC0137)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Non-synchronous battery storage solution <b>without</b> grid forming capability (GC0137)	Does not meet eligibility criteria, would not receive a <b>Mid-Term 25/26</b> contract.							

Please refer to the draft contract for the payment formulas.

Table 4 above is not exhaustive. If you have any concerns with regards to how the stacking rules apply to your proposed solution, please contact the Stability Market team in line with the query process defined in Section 11 below. If there is a service you wish to stack that is not listed above, please contact the Stability Market team in line with the query process defined in Section 11 below so that this can be addressed.

## 10. Pre-Tender EOI and Consultation Webinars

To support the EOI and consultation process, the following pre-tender webinars will be held:

- Technical Webinar 25<sup>th</sup> October 2023 1pm (BST) [Registration Link](#)
- Contract and Commercial Webinar 24<sup>th</sup> October 2023 3pm (BST) [Registration Link](#)

## 11. Query Process – EOI and Consultation Stage

Any queries must be submitted to the following email address: [box.stability@nationalgrideso.com](mailto:box.stability@nationalgrideso.com)

Any generic queries received will be documented and the responses shared with the wider market through a generic query document on the ESO website. Any confidential queries and responses will be documented in a bidder’s confidential query log.

Where bidders believe their queries are confidential, these should be marked as such. If ESO receive a query that has been flagged by a bidder as confidential, but ESO do not agree that it is confidential then ESO will confirm this with the relevant bidder and seek agreement that the response can be made available to the wider market. If the relevant bidder does not agree with ESO's determination that the query is not confidential they will be able to withdraw the query.

Please note that ESO are particularly keen to facilitate virtual meetings during the ITT window. ESO are also willing to facilitate virtual meetings during the EOI and consultation. To request a call please send an email to [box.stability@nationalgrideso.com](mailto:box.stability@nationalgrideso.com). All questions and responses in these meetings will be documented. Confidential questions and responses will be documented in a bidder's confidential query log. Any non-confidential questions that are answered in these sessions will be documented and shared with the wider market as described above.

## 12. ARIBA

The ITT stage for **Mid-Term 25/26** will be facilitated using Ariba. Ariba is the name of a web-based document management and collaboration solution that allows ESO to communicate and share the latest information with all bidders in a secure online environment that maintains tender confidentiality and integrity. The system enables tasks to be generated, information to be issued, and requests for information to be routed to the right people for action and subsequent follow-up.

The EOI stage enables ESO to allow participant access to the **Mid-Term 25/26** ITT on Ariba.

If a bidder already has an Ariba account, details of this account should be provided with the EOI submission. If a bidder does not have an Ariba account, please refer to the 'ARIBA Guides for Suppliers' folder for guidance. It is free to register, and it is similar to creating an organisational account for any other web-based solution.

## 13. Bidder to Provide Password

When exchanging confidential information between a bidder and the ESO, password protection may be adopted to maintain confidentiality. Bidders are asked to provide a confidential password to ESO. If bidders have not provided a password by the time an exchange of confidential information is required, ESO will create a password and share this with the bidder.

When creating a password, it should be at least 8 characters long and should include at least one lower case, one upper case, one number and one special character e.g. Special@123, or, Pa55word!

## 14. Solution Caps and Bundling

Bidders will be able to propose multiple solutions within their tender submissions up to a cap.

For the avoidance of doubt, a solution is any one asset (e.g. one synchronous compensator) or group of assets (e.g. four aggregated synchronous compensators) connected through one connection point.

Bidders will be able to propose multiple solutions based on variations of the same underlying asset/group of assets, e.g., at different capacity levels, if they wish, up to the solution cap.

Where a bidder has multiple assets across different connection points, each asset with its own connection point represents a unique solution for the purpose of the **Mid-Term 25/26** tender cap.

**The cap will be 3 solutions per underlying asset/group of assets through one connection point. This cap is absolute and cannot be exceeded.**

**There is no overall cap on how many different solutions can be bid. This tender rule will be finalised at the ITT stage.**

This cap will also apply to bidders that are affiliated, or in some way linked, with the ownership of another bidder involved, even where the affiliate/ linked relationship is not one of a true parent. For example, where two bidders have the same ownership, or where a bidder takes part individually and as part of a JV.



### Independent and mutually exclusive rules

For the purpose of the economic optimisation stage of the **Mid-Term 25/26** tender assessment there is a need to understand whether solutions are independent or mutually exclusive of one another. Please refer to the Glossary for definitions of these terms.

Please see below the rules that will be applied in the tender assessment:

- Where bidders propose solutions which are variations of the same asset/group of assets behind one connection point, e.g. at different capacity levels or different price points, these will be treated as mutually exclusive of one another.
  - Example: Bidder A owns a machine that connects at Substation X Connection Point 1. This Bidder could bid two solutions based on two variations of this machine. One offering 50MW.s inertia and the other offering 100MW.s inertia. These two solutions would be treated as mutually exclusive so that only one could be selected during the tender assessment process.
  - Bidders who own multiple assets (e.g., multiple synchronous compensator machines) that connect through one shared connection point are encouraged to provide these as one solution. If each asset is proposed as an individual solution, they will be treated as mutually exclusive of one another such that only one could be chosen.
- Where bidders propose solutions based on multiple assets that each have their own separate connection points, these should be submitted as separate solutions and will be treated as independent of one another (unless otherwise agreed with ESO).
  - Example: Bidder B owns machine 1 that connects at Substation Y Connection Point 1, and also owns machine 2 that connections at Substation Z Connection Point 2. This Bidder could bid a solution based each of these machines. They could both offer 100MW.s inertia. These two solutions would be treated as independent (unless otherwise agreed with ESO) meaning that both could be selected during the tender assessment process.

### Joint venture specific solution cap rules

Where joint ventures provide a tender submission and the companies that form the joint venture also submit as separate bidders, should both the joint venture and the individual bidders submit solutions based on the same underlying asset, then the cap will be applied across all parties.

For example, if Company X and Company Y form joint venture Z, and all three entities in separate tender submissions propose solutions based on the same asset, the cap that will be applied across all parties is **3**.

If in any doubt about whether companies would count toward the cap, please enquire about this with ESO through the query process (Section 11).

ESO's decision is final on whether companies are considered 'linked' for the purposes of this cap.

ESO will not accept any solutions over the cap.

## 15. Amendments to EOI / Consultation Feedback Submissions

EOI registrations or consultation feedback submissions can be amended at any time before the closing time and date for submission.

## 16. Language

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

## 17. Currency

During the ITT stage, the offer must quote prices in **pounds sterling**. All payments made under any subsequent contract shall be made in **pounds sterling**.

## 18. Sufficiency and Accuracy of EOI Response

By expressing their interest or by providing a consultation feedback, bidders will be confirming that they have examined all the documents comprising the EOI Pack (and any amendments or additions thereto issued by ESO during the EOI window). It is the responsibility of each bidder to check the completeness and accuracy of their response.

## 19. Suspension or Cancellation of Tender Event

By issuing this EOI, or by entering any communications with prospective bidders, ESO is not bound in any way to enter any contractual or other arrangement with any bidder. ESO reserves the right to terminate, suspend, amend, or vary (to include, without limitation, in relation to any timescales or deadlines) this tender. ESO will have no liability for any losses, costs or expenses suffered or incurred by tenderers because of such termination, suspension, amendment, or variation.

## 20. Tender Conduct and Conflicts of Interest

For the duration of this tender process with effect from the launch of the EOI, any attempt by bidders or their advisors to influence the contract award process in any way may result in the bidder being disqualified.

Specifically, bidders shall not directly or indirectly, at any time:

- a) devise or amend the content of their Tender Submission in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed subcontractor, funder, consultant or agent;
- b) enter into any agreement or arrangement with any other person as to the form or content of any other Tender Submission, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender Submission;
- c) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender;
- d) canvass ESO or any employees or agents of ESO in relation to this procurement; or
- e) attempt to obtain information from any of the employees or agents of ESO or their advisers concerning another Tenderer or tender.

Bidders are responsible for ensuring that no conflicts of interest exist between the bidder and its advisers, and ESO and its advisers. Any tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of ESO.

## 21. Negotiations

ESO reserves the right to initiate negotiations as part of this tender process. More details will be made available at ITT.

## 22. Contracting Entity

Bidders should be aware that any contract(s) awarded because of this tender process will be entered into with National Grid Electricity System Operator Ltd, unless otherwise stated in a particular instance, such as the transition to the Future System Operator (FSO).

## 23. Form of Contract

Should a bidder be successful in this tender, the chosen form of contract for this requirement will be the Stability Mid-Term Market Framework Agreement and Standard Contract Terms. These are the terms on which ESO wishes to contract.

Contracts will be entered on a 'per solution' basis rather than on a 'per company' basis.

As the basis of this contract is a Framework Agreement, it is possible for bidders to be successful in receiving a Framework Agreement by meeting the baseline criteria, but not selected in the portfolio of the **Mid-Term 25/26** delivery year specifically if the requirement can be met through more cost-effective solutions. For details on contract award methodology please refer to the Contract Award Criteria document.

Bidders should note that where a bidder is successful in being awarded a call-off contract, the contract form will be amended by ESO to incorporate information for that delivery year from the relevant ITT documentation and the winning Tender Submission (including any clarifications) in each case, as applicable.

## **24. Publication of bidder information**

Details of your response to this EOI and consultation shall not be disclosed to any third party unless such disclosure is required by OFGEM, DESNZ, and/or law or court order. Following the conclusion of the EOI and consultation, ESO reserve the right to publish an anonymised summary of responses.

Appendices

Appendix A

EOI Pack - Document Checklist

Table 5

Mid-Term 25/26 EOI Pack	
Document Reference	Tenderer’s Required Action
Stability Midterm Market Instructions to Tenderers – EOI ( <i>this document</i> )	For Information
Stability Midterm Market Technical Specification	For Information
Stability Midterm Market Technical Eligibility Criteria	For Information
Stability Mid-Term Contract zip file <ul style="list-style-type: none"> <li>• Stability Mid-Term Market Framework Agreement</li> <li>• Stability Mid-Term Market Standard Terms and Conditions</li> <li>• Stability Mid-Term Y-1 Tender Acceptance Annex</li> </ul>	For Information
Stability Midterm Market Contract Award Criteria	For Information – this is a draft only and will be finalised at ITT.
Stability Midterm Market Consultation Proforma	For Completion and Return - Optional but encouraged.
Stability Midterm Indicative Payment Calculator	For Information
ARIBA Guides for Suppliers folder: <ul style="list-style-type: none"> <li>• Accessing RFx (Supplier)</li> <li>• ARIBA Guidance</li> <li>• Ariba Help Center Supplier</li> <li>• How to Create an Alternative Supplier Account</li> <li>• Supplier Guide</li> <li>• Supplier Pre-Req</li> <li>• Supplier Pre-Req_with_NDA</li> </ul>	For information



Appendix B Glossary

Table 6

Term	Explanation/Definition
ESO	National Grid Electricity System Operator Ltd
Tender / Tender Process	The end-to-end sourcing process for the first stability mid-term market tender process for delivery year 2025/2026, from EOI through to Contract Award
Expression of Interest (EOI) stage	The window of time for companies to express their interest in participating in the first stability mid-term market tender process.
EOI Pack	Collation of documents published by ESO at the EOI stage.
Invitation to Tender (ITT) stage	The window of time for any company that expressed their interest to develop their tender submission, ending with the tender submission deadline
Tender Submission	The overall proposal (both technical and commercial) made by a bidder in response to the Invitation to Tender. May include multiple solutions.
Contract Award	The point in time where ESO confirm to bidders whether they have been successful in the tender and will receive a contract for the stability mid-term market. Please note it is possible for bidders to receive a framework agreement for the mid-term market but not receive a call-off for the 2025/2026 delivery year if they were technically acceptable but not chosen in the most cost-effective portfolio for the 2025/2026 delivery year.
Contract Signature	The point in time where the successful bidder signs their contract(s).
Contract Countersignature	The point in time where ESO countersigns the successful contracts, following Contract Signature
Market participant / bidder / tenderer	A generic collective term to refer to third party market participants in both the singular and plural form who may take part in this tender. Might be used interchangeably.
Provider	Used to refer to whichever company is successful and contracted for provision of the stability service when referring to their obligations within the technical specification or the contract. Please refer to the contract for an exact definition.
Solution	Any one asset or group of assets connected through one connection point/bay being proposed as a solution to the stability mid-term market. A change to the asset, the capacity of the asset, or connection point would represent a completely new and different solution.
Facility	The term used to refer to the asset that is enabling the provision of the stability service through a contract, which a Provider is responsible for. Please refer to the contract for exact definition.
Independent	When two or more proposed solutions can be delivered independently of one another. The delivery of one does not impact the delivery of another.
Mutually exclusive	When only one solution out of two or more proposed solutions could be selected and therefore are mutually exclusive. The delivery of one impacts or prevents the delivery of another.
Efficiency group	When multiple solutions could be offered for a price efficiency if all solutions were selected.
0MW solution	A solution which can provide inertia power whilst operating at 0MW active power export.
Non-0MW solution	A solution which can provide inertia power irrespective of its MW output.
Embedded (as per Grid Code)	Having a direct connection to a User System or the System of any other User to which Customers and/or Power Stations are connected, such connection

	being either a direct connection or a connection via a busbar of another User or of a Relevant Transmission Licensee (but with no other connection to the National Electricity Transmission System).
User System Entry Point (as per Grid Code)	A point at which a Power Generating Module, Generating Unit, a CCGT Module or a CCGT Unit or a Power Park Module, or an Electricity Storage Module or a DC Converter or an HVDC Converter, as the case may be, which is Embedded connects to the User System.