DoF – COLLABORATIVE ARRANGEMENT

For the Supply of Natural Gas 2026-2029

ID 5828888

SPECIFICATION OF REQUIREMENTS

Definitions:

Agreement Close Out File – A file that shall contain, but not limited to, consumption data from the previous 12 months of the Contract and closing account balance.

Client - means the Northern Ireland Executive Committee and Northern Ireland Departments, including, but not limited to, government ministers, government departments, government offices, government agencies and those bodies to which NI Public Procurement Policy applies.

Commodity Trade Index – This is a verifiable and published reference NBP UK Wholesale Commodity Trade Index designated by the Supplier and subject to confirmation and agreement with the CFT in their Tender submission for the purpose of purchasing natural gas for a Fixed or a Fully Flexible Contract.

Supplier - The successful supplier appointed to deliver this Contract.

Contracting Authority - means any Contracting Authority as defined in Regulation 2 of the Public Contracts Regulations 2015 and the Utilities Contracts Regulations 2016.

Default Commodity Trade Index – the Heren ESGM NBP “day ahead” and “Weekend” price.

Default Date - The last business day prior to month of consumption when a Transaction Process can be exercised designated by the Supplier and subject to confirmation and agreement with the CPD Client.

Default Index - In instances whereby a Trade Option is not exercised, the unhedged (floating) volumes shall be fixed at the agreed Default Commodity Trade Index on the Default Date with no fee or uplift being applied.

Energy Advisor - A person appointed by CPD to provide energy advisory services to CPD and CPDs Clients.

Fully Flexible Contract – As defined under contract options.

Pass Through Charges - All charges/rebates that shall be levied as charged/rebated in accordance with the independently regulated charges and any other charges or taxes which may be prescribed by Northern Ireland legislation that must be levied on end-users in relation to the supply of Goods).

Pass Through Library - The file noting the published pass through charges as confirmed by the relevant bodies.

Renewable Gas – Biomethane backed by UK Renewable Gas Guarantees of Origin (RGGOs). The premium must be fixed for the 36-month period. The 10% allocation to be based on each client individual portfolio.

Tariff Groupings - The type or types of natural gas tariff available in the market now or in the future.

Tradeable Period – As 10% will be fixed as 100% renewable, the balance of 90% will be traded in either 25% or 20% tranches of any month, period or year of each clients portfolio.

Trade Protocol - The Trade Protocol which will apply to all trade requests as set out in this contract.

Trade Option - A request by the CPD Client's Representative made to the Supplier for a forward market price on the agreed Commodity Trade Index in respect of a volume of natural gas for a specified period for the purpose of purchasing natural gas for a Fully Flexible Contract.

Trade Log File - A file containing the details of an exercised Trade Option. This will include;

a) the Tender reference number,

b) Tariff reference,

c) Trade Period

d) Tranche size (%)

e) Commodity Index Price agreed

f) Default Trade price, where applicable based on the agreed Default Mechanism at Tender submission

Fix - An exercised Trade Option

Unfix - A request to unfix an exercised Trade Option

Transaction Process - The procedure by which the Supplier will Fix or Unfix the natural gas commodity price for a Fully Flexible Contract, where 'fix' means an exercised Trade Option and 'unfix' means a request to unfix an exercised Trade Option.

Monthly Forecast - As detailed within the site Appendix.

Monthly re-forecasts - Are deemed to be those provided directly by the client.

Nominated Volumes (as provided by the supplier) - The client reserves the

right to reforecast monthly volumes providing three months' notice to the supplier. The supplier agrees to accept these monthly reforecasts, and the clients right to continue to provide reforecasts over the lifetime of the contract.

Customer Traded Volumes - Are defined as multiples of either 25% or 20% tranches of any monthly forecast/nominated or reforecast volumes against an agreed trade price be that to fix or unfix, of each clients portfolio.

Residual Volumes - are defined as the difference between the monthly Forecast/reforecast/nominated Volumes and Customer Traded Volumes. Residual volumes will be placed on the customers requested default index.

Actual Volumes - are defined as those consumed by the Customer.

Imbalance Volumes - are defined as the difference between Actual Volumes and Forecast/reforecast/Nominated Volumes (positive or negative). A report must be provided monthly detailing the difference in kWh. The report must also detail the price to sellback or buy the volume differential

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Annex A – Site List

1) Scope of Requirements

This contract will be for the supply of blended Natural Gas for a term of 3 years. The blend will be 90% brown gas and 10% renewable gas. For the avoidance of doubt the premium for the 10% renewable gas must be fixed for the period of the contract, the commodity for the 10% will be fixed as directed by CPD after award of contract.

The anticipated commencement date shall be 1st April 2026 and expire on 31st March 2029.

The Contract will used by the Clients listed in Table 1 below.

Dept/ Body
Department of Agriculture, Environment and Rural Affairs (DAERA)
DAERA -Agri food and Biosciences Institute (AFBI)
DAERA - Lough's Agency
Department for Communities (DfC)
DfC – Public Records Office NI (PRONI)
DfC - Foras na Gaeilge
DfC - Ulster Scots Agency
DfC – Commissioner for Older People NI (COPNI)
DfC – Charity commission NI (CCNI)
DfC – Ulster support Employment limited (USEL)
DfC - Sport NI
DfC - Libraries NI
DfC – Armagh Observatory and Planetarium (AOP)
DfC - National Museums NI (NMNI)
Department of Education (DE)
DE – Council for curriculum, examinations and assessment (CCEA)
Department for the Economy (DfE)
DfE - The Consumer Council
DfE - Invest NI (BSDL/MRDE)
DfE - South West College (SWC)
DfE - Stranmillis University College
DfE - Northern Regional College (NRC)
DfE - South Eastern Regional College (SERC)
DfE - Consumer Affairs/Trading Standards
DfE - Southern Regional College (SRC)
DfE - NI Screen
DfE - North West Regional College (NWRC)
DfE – Health and Safety Executive NI (HSENI)
DfE - Belfast Metropolitan College (BMC)
Department for Infrastructure (DfI)
DfI – Driver and Vehicle Agency (DVA)
Department of Justice (DoJ)
DoJ - Youth Justice Agency
DoJ – Probation Board NI (PBNI)

DoJ – Northern Ireland Prison Service (NIPS) DoJ – Legal Services Agency NI (LSANI) DoJ – NI Courts and Tribunals Service (NICTS) DoJ - Police ombudsman NI DoJ - Forensic Science NI
Department of Finance (DoF - PD)
Department of Health (DoH)
The Executive Office (TEO)
TEO - Equality Commission TEO - Maze Long Kesh DC
NI Assembly
NI Audit Office
Public Prosecution Service (PPS)
NI Water
Northern Ireland Housing Executive (NIHE)
Education Authority NI (EA)
Police Service NI (PSNI)
Translink
St Mary's University College Belfast
Queens University Belfast (QUB)
Ulster University (UU)
Ministry of Defence – NI sites (MoD – NI)
Business Services Organisation (BSO)
Belfast Health and Social Care Trust (BHSCT)
Northern Health and Social Care Trust (NHSCT)
South Eastern Health and Social Care Trust (SEHSCT)
Southern Health and Social Care Trust (SHSCT)
Western Health and Social Care Trust (WHSCT)
NI Fire and Rescue Service (NIFRS)
NI Ambulance Service (NIAS)

The Clients locations may be amended from time to time by the relevant Client.

The contract will be awarded to <u>one</u> Supplier (various tariff groupings based on Network Area) on the basis of lowest priced tender.

<u>Balancing – Client Portfolio Level</u>
Each client portfolio will operate under a cash out product as outlined below.

- Any volumes used over the fixed volumes will be purchased at the Heren DA Gas price or agreed supplier settlement.
- Any volumes under the fixed volume will be sold back to the market at the Heren DA Gas price or agreed supplier settlement. The difference between the trade price and sell price will be applied to the monthly invoice as a credit or cost.
- No Trade Management Fees will apply.

- Outside of the supplier margin stated in the tender return no other charges can be applied for the period of the supply contract including any deemed supplier risk on booking short term capacity.

For the avoidance of doubt Actuals will be balanced at portfolio (risk strategy) level i.e. PSNI's portfolio, DoF PD's portfolio, EA's portfolio etc. For those portfolios with follower organisations (currently DoF PD and Belfast Trust) the same balanced commodity p/kwh would apply to all follower organisations. Upon contract award CPD will advise the Supplier of each portfolio (risk strategy). Please note the portfolios and number of portfolio's (risk strategy's) may be subject to change throughout the duration of the contract term. The process for site/meter removals and additions will follow the same process and be balanced to the relevant portfolio (risk strategy).

The client will reserve the right to reforecast monthly volumes providing three months' notice to the supplier throughout the duration of the contract term.

Clear transparency must be provided via regular (monthly) reporting by the supplier around balancing such as where and when balancing has occurred.

2) Contracting Options

The commodity will float until instructed by the relevant Client representative or the CPD Energy Advisor.

For the avoidance of doubt each contracting entity may adapt their own strategy on when to trade, therefore the full portfolio will not necessarily be traded at the same time for the same durations or tranche size. It should also be noted that a contracting entity may decide to hedge 100% the full contract term in advance of the start date.

<u>Registration</u>
It will be the responsibility of the Supplier to ensure that the Client / customer(s) supply point(s) are fully registered and that the change of shipper request has been completed and approved in time for the commencement of the contract and the supply of the gas.

For all hedges undertaken, the Supplier must conform with the Trade Protocol and meet with all requirements outlined in it and conform to their product specification submission at tender stage.

<u>Pricing Evaluation</u>
Each tenderer will be required to provide pricing for each of the following tariffs in accordance with the requirements set out below and with the Pricing Schedule.

The data provided for the full portfolio is based on the current Suppliers recorded monthly volume from May 2024 to April 2025 and the current SPC.

All submissions will be evaluated using the same methodology and will be based on the supply points and consumption information in Annex A and the pricing schedule completed by each tenderer.

- Fully Flex pricing provides a baseline commodity, discount and 'other charges' outline for the duration of the contract.
    - Please populate Discount as a negative value, if applicable. Please choose 1 option of the 4 columns (£ per annum OR % OR Capacity OR p/kWh).Discount shall remain fixed for the full term of the contract.
    - Please populate the fixed / management fee which if applicable will remain fixed for the full contract duration.
- The 'Other Charge', elements will remain fixed for the full contract duration
- The renewable premium for the 10% must be fixed for the period of the contact
- For all and any hedges undertaken, the Supplier must conform with the Trade Protocol and meet with all requirements outlined in it and conform to their submission.
- Tenderers are required to include all additional charges in the ‘other charges’ element of the pricing Matrix. **No additional fees or costs can be implemented during the contract lifetime**. Tenderers must therefore incorporate any margins or charges or short-term capacity costs which they feel may be required for the management of each contract into this element of the pricing Matrix.
- In order to evaluate the offers provided we will use the closing prices of the ICE Index on 16 December 2025 [for the duration of the contract] for every offer submitted

3) Trade Protocol

All Clients will manage their positions according to their own strategy directly with the Supplier through the Energy Advisor.

The Supplier will be required to nominate a person to liaise on the Trade Options Protocol, and the members of the Trade Desk Team.

The Supplier will provide details of their Commodity Trade Index for the purpose of trading.

The Supplier will adhere to the Commodity Trade Index confirmed in a tender submission for the duration of any contract placed.

The Supplier will not apply any trading or transaction fees to any Trade Option quotations or prices either at point of trading or at point of billing.

The Supplier will provide identification in billing/trading systems of the relevant tender and tariff allocation under which a Trade Option is exercised.

The Supplier will notify CPD in writing of any changes in the nominated liaison persons or trade desk team.

The Supplier must provide a screenshot of any Trade Option quotation from their nominated Commodity Trade Index to CPD and the Energy Advisor following a Trade Option request.

The Supplier will provide Trade Log Files within 24 hours of exercising a Trade Option. A Trade Log file will include hedged prices, default prices, the final weighted average p/th as well as outcome commodity rate (p/kwh).

In relation to the 10% renewable gas, the commodity for 10% of each client portfolio will be fixed after contract award as directed by CPD and the Energy Advisor.

4) Transaction Process for Contract Trade Options

The Energy Advisor, on behalf of CPD and its Clients, shall email the Supplier's Trade Desk Team to request a quotation price. This Trade Option request will incorporate the following:

a) the tender reference number,

b) the specific Client details,

c) Tradeable Period,

d) Tranche size.

The Supplier's Trade Desk Team shall respond with a Trade Option quotation within 30 minutes of request with accompanying screenshot from the product specified Commodity Trade Index to support the price quoted.

If the Energy Advisor, CPD or its Client wishes to accept and proceed with a Trade Option quotation or exercise the Trade Option, they will instruct the Supplier to exercise and complete the Trade Option within 15 minutes.

The Supplier shall respond within 24 hours with confirmation of the exercised Trade Option quoting the Trade Option agreed price and Trade Log File entry.

Should the Energy Advisor, CPD or its Client not consider the Trade Option

quotation provided to be a market reflective price of the selected Commodity Trade Index, the Successful Tenderer will be required to provide a price at the ICE settlement for the period of the requested Trade Option on the same business day. For the avoidance of doubt, ICE settlement shall mean the price as per the ICE UK Natural Gas Futures during a fifteen minute settlement period from 16:00, London time, as published by ICE after each UK Working Day. The Supplier shall respond within 24 hours with confirmation of the exercised Trade Option quoting the Trade Option agreed price and Trade Log File entry.

The Supplier shall provide within 24 hours a Trade Log File providing a transparent calculation of the outcome of the hedge taken, as well as the unit rate using the agreed contract conversion factor.

Floating Positions – Default Index; in instances where a trade option is not exercised, the unhedged volumes shall be fixed at the agreed Default Commodity Trade Index on the default date with no fee or uplift application.

Trade (Buys) and Trade (Sells). As 10% will be fixed as 100% renewable gas, the balance of 90% will be traded in either 25% or 20% tranches, of any month, period or year of each clients portfolio.

The following products will be available to the Customer in respect of Trade (Buys):

(a) Annual tranches, available as a Gas Year (Oct – Sep) or Calendar Year (Jan – Dec);
(b) Seasonal tranches, available as Summer (Apr - Sep) or Winter (Oct – Mar);
(c) Quarterly tranches, available as Q1, Q2, Q3 & Q4;
(d) Monthly tranches;
(e) ICE Index once ordered by 3pm on the second last working day of M-2;
(f) ICE Close once ordered by 3pm on a given Business Day
(g) Balance of Month; (commences from two Days following purchase until the end of month except for Trades executed on a Friday which commence on the following working day);
(h) Business Days Next Week;
(i) Weekend (includes UK Bank Holidays);
(j) Balance of Week; (delivery commences from the Day following the purchase until Friday of that week inclusive);
(k) Day Ahead; (delivery for the following working day);
(l) Spectron Day Ahead Window (16.25 to 16.35), once ordered before 3pm on D-1. (price reference as published on www.marexspectron.com); and
(m) Within Day (for delivery within the Day itself).

The following products will be available to the Customer in respect of Trade (Sells):

(a) Annual tranches, available as a Gas Year (Oct – Sep) or Calendar Year (Jan – Dec);
(b) Seasonal tranches, available as Summer (Apr – Sep) or Winter (Oct – Mar);
(c) Quarterly tranches, available as Q1, Q2, Q3 & Q4;
(d) Monthly tranches;
(e) Balance of Month;
(f) Day Ahead; and
(g) Within Day.

5) Supply Points

Total number of natural gas supply points per Lot -

Supply Points	
TOTAL	**2335**

6) Provision of Natural Gas Supply

The supply point list provided at Annex A is indicative and non-binding (for the purpose of any Contract awarded) and is provided for the purposes of evaluation and information only. Neither the Contracting Authority nor any CPD Client shall be under any obligation to enter into any contract or to purchase any minimum value of Goods under any Contract awarded.

The Supplier must have a flexible approach to potential volume changes in the portfolio (for example, if a CPD Client adds or removes any supply points). The prices applied to any additional supply points shall be in accordance with the discount and prices agreed at time of tender.

7) Load Profiles

Historic load profile data, where available for the listed supply points are attached:

- Annex A - Site List and Consumption Information

Please note that the load profile data provided in Annex A will be used for the

purposes of evaluation. Therefore, Suppliers should not use their own internal consumption data.

8) Meter Reclassification

In the event of a meter reclassification occurring during the course of the Contract, the reclassified meter shall be transferred to the corresponding rates, discount and product of the newly designated Tariff Grouping.

9) Tariff Groupings

Licence area	Site Name	Supply Type	Band
Phoenix	Greater Belfast Site	DM INT	P4 – Interruptible over 2,196,000 kWh
Phoenix	Greater Belfast Site	DM Firm	P3 - Firm over 2,196,000 kWh
Phoenix	Greater Belfast Site	DM Firm	P3 - Firm CHP over 2,196,000 kWh
Phoenix	Greater Belfast Site	EUC3	P3 - Firm 732,000 - 2,196,000 kWh
Phoenix	Greater Belfast Site	EUC3	P3 - Firm CHP 732,000 - 2,196,000 kWh
Phoenix	Greater Belfast Site	EUC2	P2 Firm 73,200 - 732,000kWh
Phoenix	Greater Belfast Site	EUC1	P1 Firm less than 73,200 kWh
Ten Towns	Ten Towns Site	Large Interruptible	P6 - large interruptible - over 2,196,000 kWh
Ten Towns	Ten Towns Site	Large Firm (non-CHP)	P5 - large firm non-CHP - over 2,196,000 kWh
Ten Towns	Ten Towns Site	Large CHP	P4 - large CHP -over 2,196,000 kWh
Ten Towns	Ten Towns Site	EUC3	P3 - medium 732,000 - 2,196,000 kWh
Ten Towns	Ten Towns Site	EUC2	P2 73,200 - 732,000kWh
Ten Towns	Ten Towns Site	EUC1	P1 - up to 73,200 kWh
GTTW	Gas To The West	DM Interruptible	P6 - Interruptible - over 2,196,000 kWh
GTTW	Gas To The West	DM Firm	P5 - Firm over 2,196,001 - 293,071,000 kWh
GTTW	Gas To The West	DM CHP	P4 - Firm CHP 2,196,001 - 293,071,000 kWh
GTTW	Gas To The West	EUC3	P3 -Firm 732,000 - 2,196,000 kWh
GTTW	Gas To The West	EUC2	P2 - Firm 73,200 -731,999 kWh
GTTW	Gas To The West	EUC1	P1 - Firm less 73,200 kWh

10) Regulated Pass-through Charges

All Pass Through Charges/rebates shall be levied as charged/rebated in accordance with the independently regulated charges as set out by:

- Phoenix, Firmus & SGN - respective network charging

- Mutual Energy - transmission commodity & annual entry charges

- National Grid - Moffat charges

This will include any other relevant regulated charges **only** that may be introduced during the contract period.

11) Quarterly Usage and Cost Reporting

The Supplier shall submit Quarterly Usage and Cost Reporting to a nominated person(s) at each of the CPD Clients and the Contracting Authority upon request by the said CPD Client and/or the Contracting Authority. Any adhoc data request from the CPD Client/Contracting Authority or Energy Advisor must be provided within 5 working days of the request.

12) Long Term No-Access Supply Points

The Supplier shall work with the Contracting Authority and CPD Clients to highlight supply points which are now deemed “Long-Term No-Access” (LTNA) and provide any additional advice and assistance required to the CPD Client at no additional cost. For the avoidance of doubt, the supply points deemed to be Long-Term No Access are any sites where a reading has not been taken in the last six months or more.

13) Client Requirements

13.1 - Monthly Consumption / Cost Schedule

The Supplier shall provide to each Client on a monthly basis, a separate PDF file collective report summarising each SMPN charge and total group bill including gross and net of VAT, a consumption schedule, available in either Excel or CSV format as required by the Client, detailing the monthly gas consumption and charges for all buildings within the contract Lot. Annually the Supplier will be required to provide a consolidated Annual consumption report relevant to each client.

The Supplier will issue, via email, a single electronic Group Bill each month in PDF format utilising validated actual data within 10 working days of 1st of each month.

To accompany the PDF Group Bill above, the Supplier must provide a password protected Excel Spreadsheet detailing each site by row containing the following information;

a. SMPN
b. Customer Reference
c. M/Point
d. Site Name
e. Site Address
f. Meter No.
g. Invoice No.
h. Invoice Date
i. Estimate or Actual
j. Previous READ
k. Current READ
l. From Date
m. To Date
n. Days
o. Units (m^3)
p. kWh
q. CCL
r. Net Amount
s. Vat Amount
t. Gross Total
u. Account Balance
v. Account Comments

After the summary section, the PDF Group Bill must provide individual metered supply point bills and must have all site details and component cost breakdowns including commodity charges to allow full audit tracing back to published Pass Through charges. The Group Bill will be in SMP ascending order.

The following Pass Through charges must be included with the standard billing information on each SMP individual invoice of the Group Bill;

w. – All Distribution Charges
x. – All Transmission Charges
y. – UK Transportation Charges
z. – Supply Costs
aa. – Climate Change Levy Charges

The Supplier shall notify the Client by email when the month's billing information is available.

Any discrepancies found during reconciliations, which have resulted in Client accounts being under or overcharged, must be rectified immediately and any financial adjustments made as credit/debit as part of the next Group Bill.

Post award DoF Properties Division will engage directly with the Supplier to

confirm the list of buildings required to be detailed within their consumption schedule.

Along with Supplier Meter Point (SMP) and meter serial number, the consumption schedule must comprise the following in separate files/tabs as requested by the specific Client:

- Group bill cumulative and monthly consumption for each client
- Group bill cumulative and monthly cost for each client
- Individual bill cumulative and monthly consumption for each client
- Individual bill cumulative and monthly cost for each client
- Relevant building Property Number
- SMP
- Tariff
- Current network peak day capacity

13.2 - Online Billing Facility

The Supplier shall provide the Contracting Authority and each of CPDs Clients designated Client staff with access to an online billing facility.

Post award DoF Properties Division will engage directly with the Supplier to confirm the list of buildings which they require online billing access.

Access will be required to be provided to the Strategic Investment Board (SIB) for the full portfolio of sites under this contract. The delivery of the Central Government Energy Management Strategy & Action Plan is being managed by SIB. This involves collecting and reporting building level energy consumption data. SIB will use the data contained within the online billing facility to determine usage across the various estates.

In partnership with the Department for the Economy (DfE), the Strategic Investment Board (SIB) are currently delivering the Energy Management Strategy and Action Plan for Central Government. The Strategy requires the collection and reporting of energy consumption data for the full portfolio of sites under this contract. The Supplier will engage with DfE and SIB and comply with requests to access energy consumption data and billing data for each site. The data collection will be managed by DfE's appointed Software Provider and SIB.

The Contracting Authority, each of CPDs Clients designated Client staff, SIB and the appointed Energy Advisor shall have access to, via a user name and password protected login to a web portal, versions of current and previous natural gas bills for all buildings within their Department / Body / Organisation. This facility must be provided at no additional cost to the Client and shall include:

a. Linked page displaying the billed month;
b. Linked page displaying summary of the bills;
c. Linked page displaying the bill;

d. SMP;
e. Tariff;
f. Breakdown of costs; including including –
    1 – All Distribution Charges
    2 – All Transmission Charges
    3 – UK Transportation Charges
    4 – Supply Costs
    5 – Climate Change Levy Charges
g. Commodity Charges
h. Self read entry facility;
i. Cumulative and monthly consumption; &
j. Cumulative and monthly cost.

In addition a group billing facility for accounts shall be provided by the Supplier and must comprise the following files/tabs as requested by the specific client :-

k. Group bill for individual Client sites

13.3 - Objections and Cancellations on Outstanding Debt

Upon the expiry of this contract on the 31 March 2029, the Supplier shall comply with the Utility Regulator (NI), Retail Market Procedure NI 3 Objections and Cancellations, Version 2.1.1, regarding outstanding debt.

Therefore under any replacement contract, commencing after the 31 March 2029, any requests for a change of Supplier from a new supplier, must not be objected to by an old Supplier on the grounds of overdue debt, a debt within the contract conditions.

Aged debt only, a debt outside contract conditions, defined as over 60 days of receipt of a valid invoice, is considered grounds for objection.

A Supplier acting outside of the above will be deemed to be in contravention of the Utility Regulator (NI) procedures.

13.4 – Continuity of Supply & Contingency Arrangements

The Supplier shall establish contingency arrangements to ensure the supply is available to the sites listed for the duration of the contract, subject to and construed in accordance with the law of Northern Ireland.

The Supplier’s Account manager will be the initial point of contact during periods

of natural gas supply interruption and shall communicate accurate information to the Premises Officers of the affected buildings. This must include information regarding priority, critical times and repair times based on actual status.

Each area Network operator shall retain the responsibility for all operational and safety requirements of the supply including emergency call outs to suspected or actual supply faults or where equipment is damaged which may result in a fault/hazard.

13.5 – Change of Supplier Process & Market Success

It is the intention that where this tender process results in a change of Supplier, it will be the new Supplier's responsibility to make appropriate timely registrations and deal with each area Network operator to allow a clean transfer of the portfolio to the new Supplier on the 1 April 2026.

Where, due to Supplier default, sites do not transfer on 1 April 2026 as stated, for example due to missed registrations, the new Supplier will be charged for any additional cost incurred by Department / Body / Organisation from the old Supplier until such times as the transfer of all sites has occurred.

13.6 – Schedule of Sites Supplied

The list of sites contained within this tender document is a dynamic list and therefore, may be subject to change due to the addition or deletion of premises. The Contracting Authority and/or Client reserves the right to add or delete premises and / or vary the use and pattern of demand for any premises without invalidating the contract. In so doing, the Supplier will be given 1 months' notice for removal / addition of a site.

Where the Contracting Authority and/or Client, gives notice in writing that it requests additional premises to be included in the list of premises referred to in this Contract, the Supplier shall confirm the change within 15 days.

In the event that a Client no longer requires a natural gas supply at any site or sites, the Contracting Authority and/or Client, reserves the right to terminate the natural gas account for that site or sites on giving notice of one month.

The University of Ulster (Belfast Campus) currently run a CHP unit at Belfast. At present the CHP Plant is scheduled to operate 8am to 8pm Mon-Fri from mid-September to the end of May with a summer shutdown.

13.7 – Connection Agreements

It is envisaged all sites within the scope of this Contract shall be on existing connection agreements with each area Network operator. The Supplier must at all times comply with each area Network operator Terms and Conditions of the connection agreement.

The Supplier shall carry out all the administrative work required to implement the Change of Supplier. The Supplier shall implement the Change of Supplier as soon as practicable after receiving the contract award letter. The Supplier shall inform the Contracting Authority and/or Client as to their responsibilities in ensuring switchover takes place.

14) Police Service Northern Ireland (PSNI) Specific Requirements

14.1 - Billing and Payment

Invoices are to be addressed to the following and emailed to the PSNI's nominated billing team within Sodexo Integrator:

PSNI c/o Sodexo Integrator
Invoice Registration Section
Financial Services Branch
42 Montgomery Road
Belfast
BT6 9LD

The Supplier will issue, via email, a single electronic Group Bill each month in PDF format utilising validated actual data within 10 working days of 1st of each month.

2. To accompany the PDF Group Bill above, the Supplier must provide a password protected Excel Spreadsheet detailing each site by row containing the following information;

    a. SMPN
    b. Customer Reference
    c. M/Point
    d. Site Name
    e. Site Address
    f. Meter No.
    g. Invoice No.
    h. Invoice Date
    i. Estimate or Actual
    j. Previous READ
    k. Current READ
    l. From Date

m. To Date
n. Days
o. Units (m^3)
p. kWh
q. CCL
r. Net Amount
s. Vat Amount
t. Gross Total
u. Account Balance
v. Account Comments

3. After the summary section, the PDF Group Bill must provide individual metered supply point bills and must have all site details and component cost breakdowns to allow full audit tracing back to published Pass Through charges. The Group Bill will be in SMP ascending order.

4. The following Pass Through charges must be included with the standard billing information on each SMP individual invoice of the Group Bill;

   a. – All Distribution Charges
   b. – All Transmission Charges
   c. – UK Transportation Charges
   d. – Supply Costs
   e. – Climate Change Levy Charges

5. The Supplier shall notify the Client by email when the month's billing information is available.

6. Payment will be via Direct Debit BACS transfer, against the Group Bill, specifically a single month Direct Debit payment.

7. Any discrepancies found during reconciliations, which have resulted in Client accounts being under or overcharged, must be rectified immediately and any financial adjustments made as credit/debit as part of the next Group Bill.

<u>14.2 - PSNI Online Web Portal</u>

The Supplier shall provide access to a password protected secure on-line Web Portal with the following functionality;

a. Administration access level to view all supply accounts
b. Group Bill download in PDF format as requested above
c. Password protected Excel Spreadsheet download as requested above
d. Where possible, graphical representation of present and historical consumption selected by site/SMP

14.3 - SECURITY

For PSNI specific security requirements please see Section 20 ‘Procedures and Policies’, Section 21 ‘Security Requirements’ and Annex 6 ‘Security management or the Short Form Contract.

14.4 - SCHEDULE OF SITES SUPPLIED

The PSNI and the Supplier shall negotiate in good faith to determine the Nominated Profile, with the PSNI referencing a ‘similar’ profile site as the initial reference.

The PSNI will aim to inform the Supplier within 5 working days of the negotiation’s completion whether the additional site will be added.

15) Education Authority (EA) Specific Requirements

15.1 - Consumption Cost Schedule

In addition to requirements outlined in 13.1 and 13.2 the Tenderer must provide the EA on a monthly basis, a consumption schedule, in Excel format, detailing the month’s natural gas consumption and charges, with present and previous readings, respective dates, invoice number, whether actual or estimate, nett cost, vat cost and cost total, cubic metre and kWh breakdown. This detail is required for each meter / building / site within the contract. The tenderer must also provide the EA on a monthly basis, a bespoke CSV report (sample provided at Annex B) with monthly consumption and cost related information in a format capable of uploading to the EA Energy Monitoring Database.

15.2 - Billing

The EA requires one group bill each month.

The group bill each month must be in hard copy/PDF format utilising the validated actual data within 14 days working days of month end.

15.3 - Copy Invoices

Although payments are made by direct debit, copy invoices should be provided where required by some locations/bodies for information purposes and some locations/bodies will require the copy invoice to be sent to each site. The copy invoice may be laid out in the Suppliers own format but must state the following–

Pass Through Charges which include:
- Distribution Capacity

- Distribution Commodity
- Moffat exit capacity
- UK Transportation
- Transmission Commodity
- Transmission Capacity
- Moffat Charge
- Shrinkage
- Climate Change levy

Total Monthly Charge

15.4 - Online Billing Facility

Designated EA staff require access to an online billing facility via a user name and password protected login. As a minimum such a web portal must provide current and previous natural gas bills for all buildings EA.

The Supplier shall provide a password protected secure on-line billing and reporting web portal whereby electronic PDF copies of the individual Group Bills and Excel / CSV file(s) of the monthly data consumption. Login permission and web portal functions must include the following:

- Administration access level to view all supply accounts; and
- Sub-group access level to view individual groups of supply accounts

The above access levels should provide the following reporting and download functionality:

- To permit individual SMP's accounts to be graphed with half hourly daily, weekly, monthly and annual reporting functions;
- Allow comparison with previous day, weeks, month and year's information and other periods for consumption and cost;
- Provide daily pricing movements of energy generation related commodities;
- Data storage of up to 3 years data

A monthly CSV file format of all billing information (cost and consumption breakdown) which will be tailored to the EA's requirements and provided via the website.

The Supplier shall notify the EA by email when the month's billing information is available for download.

The online billing facility is a fundamental requirement and it must be fully functional with all data within 1 month of contract award.

EA reserve the right to appoint an external Supplier to carry out bill validations on its behalf. Where EA have been overcharged a credit must be made to EA with 14 days of the Supplier being notified.

15.5 - Meter Reads

Meter reads for all sites that have interval meters are to be undertaken on a monthly basis and within ± 3 days of the end of a calendar month, and for index metered sites all meters shall be read at least within a two month (62 days) period.

16) Ministry of Defence (MOD) Specific Requirements

16.1 - Payment

MOD Defence Infrastructure Organisation (DIO) uses an electronic payment system. The Supplier will be required to register with a compatible system. MOD will rebate the Supplier once per annum for any costs they incur during the contract period for any annual Exostar Fee. Further information can be found below –

https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system/cpf-guidance-for-suppliers

Please see Section 13 of the Short Form Contract.

16.2 - SECURITY

For MoD specific security requirements please see Section 20 ‘Procedures and Policies’, Section 21 ‘Security Requirements’ and Annex 6 ‘Security management or the Short Form Contract.

16.3 – CONSUMPTION DATA REQUIREMENT

16.3.1 Aggregated Monthly Data

Consumption data must be reported on a monthly basis within 15 days of month end and cover the full portfolio of supplies. The data must clearly identify the meter by its industry reference (MPAN/MPRN), account number and supply address complete with post code and quantity for the aggregated monthly period expressed in energy (kWh) along with an indicator of reading type. The feed must show consumption from contract start and build with data month on month clearly showing the consumption period to which the values and track any retrospective changes if rebilling occurs.

- Provide data with 15 days of month end.
- Whole portfolio of meters (MPAN/MPRN's or equivalent) and account number including nil-returns.
- Aggregated monthly consumption (kWh) clearly showing the Accounting Period (AP) for which the consumption applies.
- Be alive to retrospective historic amendments
- Aggregated monthly cost (£'s) clearly showing the period for which the costs applies.
- The period of consumption
- Reading type (actual, estimated, etc)
- Supply address complete with postcode.
- Provision of aggregated monthly consumption data not to be reliant on invoice payment
- Monthly consumption - Data to be provided to DIO via Secure File Transfer Protocol (SFTP) the SFTP address and certificate will be confirmed once supplier agrees to provide data via SFTP

16.4 FINANCE DATA REQUIREMENT

The Supplier is to provide the following mandatory data fields as part of the monthly invoice:

- Account Number
- The Master Invoice number
- The individual Invoice number (should match to the individual invoice raised for each site).
- Invoice Date 9th day of each month
- Meter Number (SMPN)
- Location Address
- Unit Charge
- Pass-through charge
- Standing charge
- Net Amount of Invoices
- VAT Cells – Used to be able to identify how much VAT has been applied in each case
- Period of Billing

The Supplier is to provide the below summary as part of each consolidated invoice:

- Net Amount of Consolidated Batch Applicable to 0% VAT
- Consolidated VAT Charged at 0%
- Gross Amount of Consolidated Batch Applicable to 0% VAT
- Net Amount of Consolidated Batch Applicable to 5% VAT
- Consolidated VAT Charged at 5%
- Gross Amount of Consolidated Batch Applicable to appropriate VAT rate (the NET amount per VAT rate to be clearly stated)

- Net Amount of Consolidated Batch Applicable to 20% VAT
- Consolidated VAT Charged at 20%
- Gross Amount of Consolidated Batch Applicable to 20% VAT
- Consolidated Invoice Net Total
- Consolidated Invoice VAT
- Consolidated Total Gross Amount

16.5 BILLING REQUIREMENT

The Supplier shall submit a consolidated file of the 9th day of each month.

The Supplier is to ensure that all invoices are issued in PDF format and should be accompanied by any supporting documents, such as spreadsheet billing breakdown.

This can be delivered electronically to both the diordutil-billings@mod.gov.uk and diordutil-accounts@mod.gov.uk multi-user mailboxes.

17) *Healthcare Trust Specific Requirements

*Healthcare Trusts are Belfast Health and Social Care Trust, Western Health and Social Care Trust, Northern Health and Social Care Trust, Southern Health and Social Care Trust, South Eastern Health and Social Care Trust, Northern Ireland Ambulance Service, Northern Ireland Fire & Rescue Service, Business Services Organisation

Please note Musgrave Park Hospital has combined heat and power (CHP) (no individual meter). Currently there is a virtual meter based off the boiler meter – SMP 10177600.

The Mater Hospital CHP is similar to Musrgave Park Hospital where the CHO gas meter (SMP27311110) is downstream of the Main Boiler Meter (SMP10312401) therefore will require billing adjustment for the main boiler meter.

17.1 – Consumption/ Cost Schedule

In addition to requirements outlined in 13.1 the Tenderer must provide the Healthcare Trusts on a monthly basis alongside the bill, a consumption schedule, in Excel format, detailing the month's natural gas consumption and charges for each meter point.

Along with Supplier Meter Point (SMP) and meter serial number, the consumption schedule must comprise the following in separate files/tabs as requested by the specific Client:

- Group bill cumulative and monthly consumption for each client
- Group bill cumulative and monthly cost for each client
- Individual bill cumulative and monthly consumption for each client
- Individual bill cumulative and monthly cost for each client

- Relevant building Electronic Property Information System (e-pims) number.
- Relevant building Property Number/Name/Meter name as designated by the Trust
- Supply Address
- SMP
- Estimate or Actual Read
- Previous Read
- Current Read
- From Date
- To Date
- Client Cost Code
- Total kWh breakdown of consumption per point
- Full cost breakdown inc VAT (5% or 20% dependant on property) including all charges
- Tariff
- Current network peak day capacity

17.2 - Billing

In addition to 13.2 the Supplier shall provide either a group bill or individual bills each month dependant on the individual client requirements.

The group bill each month must be available in hard copy/PDF format (via email) utilising the validated actual data as per client requirements.

Some clients may have sites with reduced VAT requirements or CCL exemptions; this should be agreed with each client in turn.

Each client will have their own methodology of payment and this should be agreed with each client.

It is a requirement of BHSCT that when the group bill is provided it is printed/listed in the same order as provided on the excel cost/consumption file.

The Supplier shall not automatically apply any relevant account credits to the next group invoice without prior agreement from the relevant Trust contact.

17.3 - Copy Invoices

Although payments may be made by direct debit, or BACS copy invoices should be provided where required by some locations/bodies for information purposes and some locations/bodies will require the copy invoice to be sent to each site. The copy invoice may be laid out in the Suppliers own format but must state the following –

Pass Through Charges which include:

- Distribution Capacity
- Distribution Commodity
- Moffat exit capacity
- UK Transportation
- Transmission Commodity
- Transmission Capacity
- Moffat Charge
- Shrinkage
- Climate Change levy

kWh totals

Estimate or Actual Read
Previous Read
Current Read
From Date
To Date
Client Cost Code
Total Monthly Charge

17.4 - Online Portal

The Supplier shall provide access to a password protected secure on-line Web Portal with the following functionality;

a) Administration access level to view all supply accounts with customer references/names and not solely Supplier references; and
b) Sub-group access level to view individual groups of supply accounts
c) Group and individual Bill download in PDF format as requested above
d) Excel Spreadsheet download as requested above
e) Where possible, graphical representation of present and historical consumption selected by site/SMP

The Healthcare Trusts reserve the right to appoint an external Supplier to carry out bill validations on its behalf. Where the client has been overcharged, a credit must be made within 14 days of the Supplier being notified.

In addition to 13.2 the online portal provided should be searchable by the clients Property name/descriptor.

18) Key Account Manager

During the Contract period, the Client will require ongoing customer support. In respect of customer support the Supplier must adhere to all of the following:

By commencement of the contract the supplier must have a named and

dedicated Account Manager with responsibilities relevant to delivering this Contract and be able to respond to queries instantly upon request.

The dedicated Account Manager must be responsible for all day to day contractual matters in the delivery of these services to ensure the smooth running of this Contract as well as attend any Contract reviews and other meetings as required.

19) Contract Management / Monitoring Schedule

19.1 General Contract Management

The Supplier's performance on the contract will be regularly monitored. A Supplier not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a Supplier fails to reach satisfactory levels of contract performance, they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to the Department of Finance (DoF), Construction and Procurement Delivery (CPD). The Supplier will be formally advised of any further action in accordance with the CPD 'Poor Performance Protocol' Sourcing and Construction Toolkits | Department of Finance (finance-ni.gov.uk)

If this occurs and the Suppliers performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and any further action will be taken in accordance with the Short Form Contract and the Procurement Act 2023 (as amended).

Where there is continual poor performance and the Supplier has failed to remedy or improve, a poor performance notice will be published in accordance with the Procurement Act 2023 (as amended). The poor performance notice is a formal document that outlines the performance of suppliers against key performance indicators (KPIs) and any breaches of contract. It serves to record supplier performance and provide transparency to other contracting authorities and the public.

Where the contract is terminated for continual poor performance a contract termination notice will be published on the UK Find a Tender Service (FTS). This will act as a public record and will include details of the nature of the breach or failure to perform that resulted in termination. This will allow Contracting Authorities to exclude a Supplier in future procurement competitions. Consistent poor performance may also result in the Supplier being added to the UK Debarment list.

Debarment aims to minimise supplier-related risk in public procurement and incentivise suppliers to achieve excellent corporate compliance and standards of behaviour. Where the Supplier consistently fails to meet contract requirements or perform to the satisfaction of the Client, even after being given opportunities to improve, the Supplier may be added to the UK Debarment list under the

Procurement Act 2023 (as amended). Once a Supplier's name appears on the debarment list, Contracting Authorities can exclude the Supplier from participating in future competitive tendering procedures.

19.2 Contract Management Review

Each of the named clients to the contract will lead in the contract management for their respective profiles.

Construction & Procurement Delivery (CPD), will liaise with the other Clients for the purpose of contract management at regular intervals during the contract period, and may act as an intermediary between the Supplier and the client in the case of any significant issues that may arise.

It is essential to the delivery of this contract that the supplier has a robust management structure in place to ensure that all performance and day to day contractual matters can be resolved as early as possible so that services to this contract are not disrupted.

Any shortfall in service provision whether resultant in any financial cost to the buyer (CPD) or otherwise, will be the sole responsibility of the supplier and will incur reimbursement to the client as set out in the terms and conditions of contract.

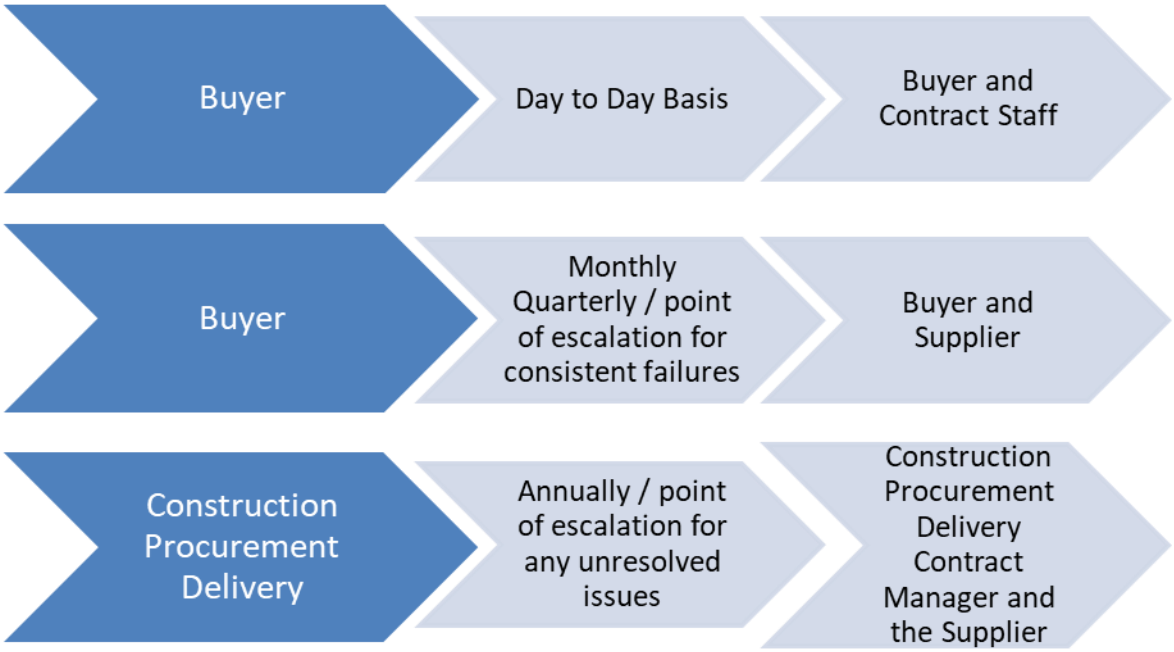
Performance Monitoring and Contract Management will be taken forward in three tiers Diagram 1:

- Daily Operational Management with buyer representatives directly;
- If required Monthly / Quarterly Review Meetings with the buyer representatives; and
- Annual Contract review with the CPD Contract Manager. CPD will also act as an escalation point for unresolved issues.

  The supplier will be required to participate in any annual performance and contract management reviews. The buyer will appoint a contract manager to oversee the day-to-day management of the contract. The contract manager will be first point of contact for all contractual issues and will meet with the supplier on a regular basis. The supplier must ensure that suitable representatives including the Account Manager attend all contract review meetings as and when required. The Supplier shall provide Service Reports to CPD at their own cost to support and inform regular reviews between the Supplier and Buyer. Each Service Report shall detail the following:

  - Update on the delivery of services including summary report on the delivery of KPI performance;
  - Details and status of all complaints

Diagram 1



19.3 Key Performance Indicators (KPIs)

As a minimum the Suppliers performance shall be measured on an annual basis by CPD and recorded against the agreed KPIs. Each KPI depending on its importance to the Buyer is either Pass or Fail or a Performance Measurement figure of 1, 3 or 5 based on the following index:

Performance Index Ratings

5 Excellent

3 Acceptable

1 Unacceptable

KPI-1 – Annual Spend Data

The supplier will be required to provide annual spend data. The spend data is to cover all users spend and to be broken down by Department / organisation / body. The spend data may be requested more frequently if required.

The spend data is to be provided within 3 weeks from request.

Unit of measurement –

Pass	Spend data provided within 3 weeks of request
Fail	Spend data not provided within 3 weeks of request

KPI-2 – Availability of Contract Manager
The supplier will be required to respond/answer emails within 2 working days. The supplier will be required to put in place alternative contact details if the Account Manager is unavailable.

Unit of measurement –

97% or above	Excellent (5)
90% - 97%	Acceptable (3)
Less than 90%	Unacceptable (1)

KPI-3 - Contract Query Resolution
The supplier will be required to resolve customer queries within 3 working days of the first customer interaction where there is no external stakeholder involvement.

Unit of measurement –

95% or above	Excellent (5)
90% - 95%	Acceptable (3)
Less than 90%	Unacceptable (1)

19.4 Periodical Performance Review

The monitoring is not limited to, but will include, stringent audits regarding the application to the relevant Client bills, of the correct tendered kWh rates, resulting from regulated changes as published by the Northern Ireland Utility Regulator. Any discrepancies will result in bills being rejected by the Client and may result in an unsatisfactory performance issue.

A contract monitoring form (CM01) will be completed by the buyer 6 months following contract commencement and annually thereafter to capture the supplier's performance. The client may adjust the frequency of these review periods during the life of the contract depending on the supplier's performance across the contract. The supplier's performance, including any poor performance or areas for improvement will be captured on the CM01 form and scored accordingly. The completed CM01 will be issued to the supplier and CPD prior to scheduled contract review meetings.

The suppliers performance is measured against a satisfaction indicator scale as outlined on the CM01 form below. The CM01 includes assessment of invoicing accuracy and promptness as well as KPI assessment.

Where a score of 1 is assigned to a particular indicator, the supplier will be required to undertake a root cause assessment and submit to the client contract manager for review and agree measures to improve performance.

Where the supplier wishes to query or contest any scores and/or comments they must do this in writing to the contract manager within 5 working days detailing their reasons. The scores and comments will be reviewed based on evidence presented by the supplier and that held by the buyer.

The buyer reserves the right to adjust weightings, remove and introduce new performance measures or KPIs to these forms during the contract term.

19.5 Performance Satisfaction Indicator Scale

Where performance has been identified as acceptable or excellent, no further action will be required unless the buyer identifies and advises the supplier of some minor improvements.

Where performance has been identified as unacceptable, the buyer will follow the Protocol for Managing Supplier Poor Performance. See Sourcing and Construction Toolkits | Department of Finance for further detail. The supplier will be required to undertake a root cause assessment of the performance issues and submit detailed remedy plans to the buyer on how performance will be improved. This must be submitted to the contract manager within 5 working days. The supplier shall commit to improve its performance within 1 month from receipt of the plan.

Where performance is not improved from unacceptable, after one month the matter will be immediately escalated by the buyer and CPD. The supplier will automatically be issued with a formal letter of unsatisfactory performance and will be required to remedy any deficiencies in contract performance within 10 working days or other such period as directed by the buyer. Where there is no improvement in performance in the next review period the supplier will be issued with a second formal letter of unsatisfactory performance. At this stage a poor performance meeting will be arranged with the supplier, buyer senior management and CPD.

Again the supplier will be required to remedy any deficiencies in contract performance within 10 working days or other period as directed by the buyer.

If performance does not reach an acceptable standard after 3 consecutive months the buyer may exercise its right depending on the gravity of the issue to terminate all or part of the contract in accordance with the terms and conditions or introduce other comparable sanctions in lieu of termination.

SUPPLIER'S PERFORMANCE ASSESSMENT (CMO1)

Contract Title: _____ Contract Ref: _____

5	Excellent; Supplier performance exemplary with no issues
3	Acceptable; Suppliers Performance was satisfactory (some areas of improvement required but not serious)
1	Unacceptable; Supplier has failed to deliver the requirements (immediate improvement is required and corrective actions put in place). Supplier formally advised

Ref	Category	Weighting	Scale of Satisfaction	Weighted Score	COMMENTS as appropriate (use back of sheet if necessary)
	AVAILABILITY and DELIVERY				
KPI 1	Annual Spend Data - The supplier will be required to provide annual spend data within 3 weeks of request.	Pass/Fail			
KPI 2	Availability of Account Manager.	10			
KPI 3	Contract Query Resolution	10			
	FINANCE and ADMINISTRATION				
F1	Accuracy of Invoices / Standard of Supporting Documentation	10			
F2	Invoices Submitted Promptly	10			
	Total Score out of 200				

Name of Person Completing Assessment: _____ Office: _____ Telephone No: _____

Date: _____ Date of previous poor performance marking *(if applicable)* N/A

The representative of the customer most familiar with the work of the contract will complete the Scale of Satisfaction marking

Pricing Schedule

Pass-through charges are updated to reflect the 2025-2026 published and regulated charges.

Instructions on how to complete the Pricing Schedule

The individual Pricing Matrices for each tariff grouping covering each year of the tender must be completed.

Tenderers must populate Cell noted insert with the applicable fixed charge or management fee, please note this will remain fixed for the duration of the contract.

Tenderers must populate Cell noted insert with the applicable other charge, please note this will remain fixed for the duration of the contract.

Tenderers must populate Discount as a negative value, if applicable. Please choose 1 option of the 4 columns (£ per annum OR % OR Capacity OR p/kWh). The discount shall remain fixed for the full term of the contract.