

Beacon Innovation Centre
Beacon Park, Gorleston
Gt Yarmouth
Norfolk
NR31 7RA



Beyond 2010

Energy Sector Outcomes

Invitation to Tender

by 16th September 2011



1. BACKGROUND

The East of England remains at the centre of the UK's energy industry with scope for significant further development including:

- ▶ ongoing production and distribution of gas, including the Bacton rebuild
- ▶ the world's largest market for offshore wind turbine deployment, with the world's 2nd largest offshore wind farm (East Anglian Array) off the East Coast (7200MW)
- ▶ two of the Government named sites for new nuclear development (at Sizewell and Bradwell) and
- ▶ potential for carbon and gas storage.
- ▶ largest chicken litter powered station in UK at Thetford and the largest straw burning power plant in the world at Ely, with a number more waste to energy plants planned in the future

The region will be at the forefront of growth in the energy sector. The region has a recognised heritage in the oil and gas industry and it is estimated that some 400 companies employing some 12,000 people are involved in that energy sub sector, predominately based in Great Yarmouth and Lowestoft, although much of the supply chain and potential supply chain are located elsewhere within the region.

Underneath the prime contractors that win energy sector contracts, a plethora of smaller local companies will contribute to the supply chain. The local supply chain will generate the majority of the new opportunities and need for a skilled workforce. As the contracts are placed and the industry grows there will be a significant need for new recruits of all ages and skills levels within the energy sector. To ensure that the region is best placed to maximise the opportunities, win the contracts, provide the work force, we need to ensure that local people are equipped with the appropriate skills, at the right levels, in sufficient numbers and at the right time to meet the needs of this rapidly growing industry.”

The Skills for Energy (SfE) Partnership is hosted by the East of England Energy Group (EEEGR). It is an industry driven partnership between leading energy sector companies, their direct supply

chain, together with training providers, education providers, the wider academic and skills sector, and the public sector.

SfE, Essex, Norfolk and Suffolk County Councils are taking a joint approach demonstrating leadership and support for skills development in the energy sector through the development of the East Coast Energy Strategy – although this project will embrace the whole of the East of England.

Within EEEGR, SfE is the current programme manager and delivery body for the energy and low carbon sector within the Beyond 2010 Programme and EEEGR has recently been contracted by Essex County Council to deliver additional Beyond 2010 Programme Energy Sector Outcomes.

SfE is seeking proposals from suitably qualified professionals to undertake of this work-scope.

2. INTRODUCTION TO THE BEYOND 2010 ENERGY SECTOR OUTCOMES

The Beyond 2010 Energy Sector Outcomes are activities to support partnering and network development as a means of strengthening the East of England’s training offer for the energy industry, and impact the longer term provision of technical and higher-level skills development in the sectors it services.

For the purposes of this proposal, the energy industry is broadly defined as including:

- Renewables: offshore & onshore wind; wave; solar, geothermal
- Nuclear power generation: new-build, decommissioning
- Oil & gas: maintenance, refurbishment, refurbishment & change of use; decommissioning, storage
- Carbon capture and storage (CCS)
- Power transmission
- Micro-generation installation, maintenance and repair
- Retrofitting buildings to reduce emissions
- Modern methods of construction

3. INVITATION TO TENDER

Tenders are invited for delivery within the scope of the Beyond 2010 programme to develop an Energy Skills Strategy for the East of England.

Work-scope

Develop and deliver a strategy for skills development across the East of England's energy industries, which would include (but is not limited to) the following:

- ▶ Create a snapshot of the industry's history that allows partners to see where the industry and its sub-sectors have come from which will help shape its future.
- ▶ Identify key relationships - key employer groups, delivery partners and stakeholders.
- ▶ Undertake a high-level SWOT analysis to understand the key strengths and opportunities and develop strategies to limit problems and threats.
- ▶ Scenario Planning - develop scenarios with results that the industry hopes to achieve, the changes and shifts that would indicate success, and the characteristics and behaviours of a supply chain that would inspire its people.
- ▶ Identify gaps in provision and ascertain appropriate mechanisms to meet requirements for skills, training and education.
- ▶ Determine the value proposition - what is the product or service offering the industry is making to a set of target customers, constituents or employees.
- ▶ Identify strategy objectives - what is the mission, primary objectives?
- ▶ Outline a strategic game plan/action plan supported by employers.

The principal outcome will be the production of a five year strategy clearly identifying the priorities for addressing education and training gaps, and investment requirements that has the buy in of all major stakeholders including public, private, education and industry. It should enable the production of an action plan that can be delivered through collaborative partnership working.

Delivery: ... Results must be delivered by end 23th November 2011 in a report format including a summary, outline conclusions, and recommendations.

Bid submission requirements

EEEGR would prefer to receive high-quality submissions of eight to twelve sides of A4 (excluding appendices) addressing the following:

- ▶ an understanding of the brief;
- ▶ methodological approach;
- ▶ details of the person(s) who will undertake the work, including time allocation and CVs;
- ▶ clear project plan, showing breakdown of finances, activity and outputs, timetable
- ▶ details on how your organisation complies with relevant equality and diversity legislation
- ▶ fees including expenses. Please provide full breakdown and specify if VAT is included in the price. If this is not stated it will be assumed that the price is VAT inclusive

4. INSTRUCTIONS TO TENDERERS

1. Due date

Sealed tenders must be addressed for the attention of Ms C. Anderson, Executive Director, EEEGR and delivered to EEEGR offices at;

Beacon Innovation Centre, Beacon Park, Gorleston, Norfolk, NR31 7RA,

no later than 10.00 on 16th September 2011.

The tender envelopes must have no identifying markings other than the above.

2. Contract award

Successful tenderers will be advised no later than close of play on 16th September 2011.

3. Timeline

The work programme will begin on 19th September 2011 and must be completed by 23rd November 2011.

4. Contract

Contract will be subject to the following terms & conditions of contract for services.

4.1 Interpretation

In this Agreement:

Intellectual Property Rights means any and all patents, patent applications, know-how, trade-marks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Service and whether in existence at the date hereof or created in the future;

Specified Service means any goods, services or advice to be provided by the Supplier to the Client as detailed in Schedule 1 to this Agreement;

Specified Sum means the agreed consideration to be paid by the Client to the Supplier as detailed in Schedule 2 to this Agreement.

4.2 Agreement

In consideration of the payment of the Specified Sum by the Client to the Supplier the Supplier shall provide the Specified Service.

4.3 Specified Service

The Supplier shall provide the Specified Service to the Client subject to the terms of this Agreement.

Because of the nature of the work to be undertaken by the Supplier, both parties accept that it may be necessary to agree to alter or adapt the Specified Service and that any additional works required may not be included in the Specified Sum as detailed in this Agreement. The parties therefore accept that any changes or additions to the Specified Service or the terms of this Agreement will be valid only if agreed in writing by the Supplier and the Client.

The Supplier reserves the right to revise the Specified Sum in the light of any changes to the Specified Service in the light of Clause 3 above. The Supplier will inform the Client of any proposed changes in the Specified Sum in writing and these changes will not be valid until accepted in writing by the Client.

The Supplier shall take all reasonable steps to comply with any timetable or other targets for progress or delivery of the whole or any agreed part of the Specified Services or the completion of the Specified Service agreed in writing between the parties.

The Supplier may at any time and without giving the Client prior notification make any changes to the Specified Service which are necessary to comply with any applicable safety or

other statutory requirements, or make any changes to the Specified Service which do not materially affect the nature or quality of the Specified Service.

4.4 Duration and Termination

This Agreement shall commence from the date hereof unless agreed otherwise in Schedule 1 and shall remain in force until the Specified Services are completed as defined in Schedule 1 unless terminated early.

Either party may terminate this Agreement by giving 30 days written notice to the other party in the event that:

Either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within five working days after being required in writing to do so;

The other party goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

The Supplier may terminate this Agreement:

By giving the Client 30 days written notice if the Client is in default of any agreed payments under this Agreement and has failed to remedy that default within five working days of receiving a written demand from the Supplier; or

By giving the Client 30 days written notice if the Client fails to accord the Supplier the reasonable access to premises, equipment, personnel or other information required for the Supplier to perform the Specified Services; or

By giving the Client 30 days written notice if, in the Supplier's opinion it is no longer appropriate for the Agreement to continue in force.

The Supplier is entitled to charge interest to the Client on any outstanding amounts at the rate of 5% above base rate under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will begin to accrue from 5 days after the date agreed for payment under this Agreement and will continue to accrue until judgment or sooner payment.

The Client may terminate this Agreement forthwith if the Supplier, or any party performing the Supplier's obligations under Clause 6 below, fails to provide a reasonable level or quality

of service in the sole and reasonable opinion of the Client or if in the sole and reasonable opinion of the Client it is no longer appropriate for the Agreement to remain in force.

In the event that this Agreement is terminated before the completion of the Specified Services, the Supplier shall be entitled to payment by the Client for work completed on a quantum meruit basis.

4.5 Client's Obligations

The Client shall, at its own expense, provide the Supplier with all documents or other materials and data or other information necessary for the completion of the Specified Service, in sufficient time to enable the Supplier to provide the Specified Service in accordance with any timetable or other target for progress or completion agreed in writing between the parties.

The Client shall be responsible for the content of all documents or other materials and shall ensure the accuracy of all data or other information provided to the Supplier in the course of this Agreement.

The Client shall, at its own expense, retain duplicate copies of all documents or other material and data or other information provided to the Supplier and shall insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, howsoever caused.

The Client shall ensure that the Supplier is accorded sufficient access to any of the Client's premises, information, data or personnel and use of any equipment that is reasonably necessary for the completion of the Specified Services. Where the Supplier requires access to any third party premises, information, data or personnel the Client will make all reasonable efforts to arrange this for the Supplier.

4.6 Supplier's Obligations

The Supplier will take all reasonable steps to ensure that the Specified Services are completed in accordance with any timetables or other targets agreed in Schedule 1. However:

If, in the Supplier's sole discretion it is appropriate, in order to comply with any agreed timetables or targets set out in Schedule 1, the Supplier may obtain or provide extra resources (whether in the form of equipment or personnel) of the requisite standard in order to ensure that the Specified Services are completed in accordance with Schedule 1.

The Supplier and the Client shall each make a reasonable contribution to the cost of providing these extra resources taking into account the circumstances surrounding the need for extra resources. Where further personnel are provided, the Client has the right to refuse to accept any such personnel on the grounds of insufficient qualification and experience.

In the event that the Supplier finds itself unable to provide the whole or any part of the Specified Services for whatever reason, the Supplier shall offer the Client a substitute (“the Substitute Supplier”) of equivalent expertise to work in the Supplier’s place. The Client has the right to refuse to accept the Substitute Supplier offered on the grounds of insufficient qualification and experience in which case the Supplier shall offer a further Substitute Supplier. If the Client finds the Substitute Supplier acceptable, the Supplier shall provide an overlap period of up to ten working days during which time the Supplier shall ensure that the Substitute Supplier fully understands the requirements of the Client and the progress made in providing the Specified Services. The Supplier shall not charge the Client any extra sum for this overlap period. Thereafter, Supplier shall continue to invoice the Client and shall be responsible for the payments and expenses of the Substitute Supplier. In the event that the Supplier cannot provide an acceptable Substitute Supplier, the Client is entitled to terminate this Agreement forthwith.

The Supplier may assign the obligations and benefits of this Agreement provided that:

The terms of the assignment reflect the terms of this Agreement; and

The Specified Services remain as detailed in this Agreement; and

The Client is reasonably satisfied that the proposed assignee possesses the necessary skills, expertise, personnel and resources to fulfil the Specified Services; and

The Client is reasonably satisfied that the proposed assignee will comply with its rules on health, safety, security and confidentiality.

4.7 Conflicts of Interest

The Client understands and accepts that the Supplier is entitled to seek, apply for, accept and perform contracts to supply goods and services to third parties. However, during the currency of this Agreement, the Supplier undertakes not to accept contracts to supply goods or services to third parties where this could result in the Supplier providing goods or services to competitors of the Client and where this could have a commercially harmful effect on the Client.

4.8 Warranties

The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with Schedule 1 to this Agreement and any timetables or other targets agreed.

Where, in connection with the provision of the Specified Service, the Supplier supplies any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

4.9 Limitation of Liability

The Specified Services have been negotiated and agreed by the Supplier with the Client in the context of information provided by the Client as to the Client's particular needs and requirements. The Specified Services have been prepared and costed accordingly. Therefore:

The Supplier shall have no liability to the Client for any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client;

The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from the Client making use of the Specified Services for any purpose not clearly disclosed to the Supplier or from the Client allowing a third party to make use of the Specified Services;

Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arises out of or in connection with the provision of the Specified Service or its use by the Client.

Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the entire liability of the Supplier under or in connection with this Agreement or the Specified Services shall not exceed the amount of the Supplier's total anticipated charges for providing the Specified Services as detailed in Schedule 2 to this Agreement.

4.10 Indemnity

Each party shall agree to hold the other harmless against all liability, loss, damage and expense of whatsoever nature incurred or suffered by either of them or any third party as a result of the breach of any warranty or other obligation contained in this Agreement.

4.11 Intellectual Property

Unless agreed otherwise in writing between the Client and the Supplier:

The Client shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data or other information provided to the Supplier in the context of this Agreement. For the avoidance of doubt, the Client shall not be deemed to have granted the Supplier any licence to use the documents or other material and data or other information other than for the purposes of this Agreement.

The client shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in all documents or other material and data or other information and devices or processes created by the Supplier in the provision of the Specified Services.

The Supplier warrants to the Client that:

No documents or other material and data or other information and devices or processes will be provided by the Supplier for use in the provision of the Specified Services which infringe any third party intellectual property rights;

Any documents or other materials created by the Supplier in the provision of the Specified Services for use by the Client will be original and created specifically for the Client.

The Client warrants to the Supplier that no documents or other material and data or other information and devices or processes will be provided by the Client to the Supplier for use in

the provision of the Specified Services which infringe any third party Intellectual Property Rights.

In the event that a claim for the infringement of third party Intellectual Property Rights is made or intimated against the Supplier in relation to documents or other material, data and other information or devices and processes provided to the Supplier by the Client for use in the provision of the Specified Services or which the Client dictated should be used by the Supplier in the provision of the Specified Services, the Client shall indemnify the Supplier against any and all costs, expenses, damages or other losses suffered or payments made by the Supplier in connection with the claim and any associated judgment or settlement.

4.12 Confidentiality

Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party in the provision of the Specified Services and are clearly marked as confidential remain confidential to the parties. Such information will only be made available by the parties to those personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 10 working days by giving the other party written notice.

This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.

This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.

Both parties undertake that any information which is received from the other party in the provision of the Specified Services will only be used for the purposes of this Agreement.

4.13 General

The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's

obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

The parties to this Agreement are independent businesses and nothing in this Agreement or by virtue of performing it shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between the Supplier and the Client. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other and it is intended that both parties shall retain their independence.

The terms of this Agreement represent the entire agreement between the parties and supersedes any previous representations or agreements whether recorded in writing or otherwise.

Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.

Signed for and on behalf of: **EEEGR**
at: Beacon Innovation Centre
on the:
Authorised Signatory: **Mr John Best**
.....

Signed for and on behalf of: **xx**
at: xx
on the: xx
Authorised Signatory: **xx**
.....

Attachments: .. Schedule 1: Specified Services
..... Schedule 2: Specified Sum

Schedule 1 – Specified Services

S1.1 Requirements & Scope

Consultancy services are required by EEEGR.

The work-scope to be as described in the EEEGR ITT with the closing date of 16th September 2011.

S1.2 Constraints

S1.2.1 The Work

- i. Work to be carried out either from Suppliers offices, Client premises or other third party locations as required by circumstances.
- ii. The Supplier has the responsibility for the execution of the project within the agreed specification, time and budget. Client employees supplied to work on the project remain under the supervision, direction and control of the relevant Client staff.

S1.2.2 Timescales

- i. Contract start date is 19th September 2011.
- ii. The work-scope to be completed by 23rd November 2011.
- iii. In recognition of the tight timescale for submission of the tenders, any concerns or queries should be addressed to Ms Celia Anderson, ca@eeegr.com or 01493 446535.

Schedule 2 - Specified Sum

S2.1 Indicative Fees

Development of an Energy Skills Strategy for the East of England

- Strategy Development..... £15 500
- Scenario Planning (workshop) £ 4 000
- Gap Analysis..... £ 8 000
- Stakeholder Engagement £ 5 000

S2.2 Invoicing

S2.2.1 The Supplier will invoice the Client on delivery of the Outcomes.

S2.2.2 Invoices will be rendered in an agreed form and will be submitted to EEEGR's Financial Controller.

S2.2.2 Invoices will be paid within 30 days of acceptance by Client.

S2.3 VAT

S2.3.1 Where appropriate, invoices will include VAT at the rate prevailing at the invoice date.