



Mutual Energy Limited

Invitation to Tender

Penetration Testing and Cyber Security Advisory Services Framework

11th May 2018

Bidders must return their completed ITT in accordance with the instructions in this document

TO ARRIVE NO LATER THAN 12 NOON ON Friday 1st June 2018 (FINAL BID DEADLINE)

All risk of submission of Final Bids rests on the Bidder

TABLE OF CONTENTS

1	BACKGROUND	2
2	THE SERVICE REQUIREMENTS	3
3	THE FRAMEWORK AGREEMENT	3
4	OUTLINE TIMETABLE	3
5	INSTRUCTIONS TO BIDDERS	3
6	SUBMISSION REQUIREMENTS	5
7	EVALUATION PROCESS	6
8	CONDITIONS OF PROCUREMENT	12
	APPENDIX 1 - PENETRATION TESTING AND SECURITY ADVISORY SERVICES	17
	APPENDIX 2 - PRE-QUALIFICATION QUESTIONNAIRE	19
	APPENDIX 3 - QUALITY QUESTIONNAIRE	26
	APPENDIX 4 - PRICING QUESTIONNAIRE	29
	APPENDIX 5 – FORM AND CERTIFICATES	30
	APPENDIX 6 - TEMPLATE	33
	APPENDIX 7 - CONTRACT	35

1. BACKGROUND

1.1 Purpose of this Invitation to Tender

This Invitation to Tender (ITT) has been issued by Mutual Energy Limited (**Mutual**). For the purposes of this ITT, a "Bidder" means the person or persons, firm or firms, or company or companies that wish or have responded to this ITT by submitting a tender; and a "Member" means those persons, firms or companies that are considered to form part of a Bidder as identified in response to the PQQ and include the Bidder itself and the shareholders in the Bidder, sub-contractors of the Bidder and any other members of the bidding consortium..

This procurement relates to the provision of Penetration Testing Services under the Penetration Testing Services Framework (**Framework**). Bidders should note that whilst Mutual is conducting this tender process, the Framework Agreement and Call-off Contract shall be entered into between Interconnector Services Limited (**ISL**), a wholly owned subsidiary of Mutual, which exists to contract services which are shared across the three operating companies of the Mutual Energy Group (West Transmission Limited, Belfast Gas Transmission Limited and Premier Transmission Limited).

Mutual is seeking, on behalf of ISL, to appoint one (1) service provider (**Contractor**) to provide Penetration Testing and Security Advisory Services for the benefit of the Mutual Energy Group for a three (3) year period (with a possible maximum two (2) year extension, at the sole discretion of ISL).

This ITT aims to inform Bidders, in an outline format, of the range of services that constitute the main contractual requirements of the Framework. In addition, this ITT sets out the information which is required in order to assess the suitability of Bidders' technical knowledge and experience, capability/capacity, organisational and financial standing to provide the services, if successful. This ITT also details the requirements and approach to evaluation of pricing and quality assessment.

No information contained in this ITT, or in any communication made between Mutual and any Bidder in connection with this ITT, shall be relied upon as constituting a contract, agreement or representation that any Framework shall be entered into in accordance with this ITT. Mutual reserves the right to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall Mutual or ISL incur any liability in respect of this ITT or any supporting documentation.

Mutual will not reimburse any costs incurred by Bidders in connection with preparation and submission of their responses to this ITT. Participation in this procurement provides no guarantee of business.

1.2 About Mutual Energy Limited

Mutual Energy Limited (formerly Northern Ireland Energy Holdings) is an established and substantial player in the Northern Ireland energy sector. The Group's key assets are:

- The Moyle electricity interconnector
- The Scotland to Northern Ireland gas pipeline (SNIP)
- The Belfast Gas Transmission Pipeline (Islandmagee to Belfast)

Mutual is a mutual company which manages strategic energy assets in the long term interests of Northern Ireland's energy consumers. Having no shareholders, any financial surpluses are for the benefit of energy consumers. This combined with long term secure finance has allowed the company to manage major energy assets at a very low cost to consumers.

1.3 Background and project description

1.3.1 The Mutual gas companies engage the services of expert service providers to undertake a range of technical services. These services cover Server and Desktop support, management of the internal desk phone network, off-site data storage and penetration testing services.

1.3.2 Penetration Testing services have previously been procured on a one-off basis, as and when deemed required. Given the rise of cyber-attacks on organisations involved in the energy sector, it is proposed to tender and appoint one bidder to provide these services to a framework contract. It is intended that Mutual will draw down from this contract on an annual basis for the services outlined in Appendix 1, however Mutual cannot provide any guarantee as to the amount or value of work to be undertaken in any contract year.

2. THE SERVICE REQUIREMENTS

2.1 The current procurement process will incorporate the Penetration Testing and Security Advisory Services detailed in Appendix 1 (**Services**). The current expectation is that, subject to a sufficient number of compliant responses being received, one Contractor will be appointed to the Framework Agreement.

2.2 This ITT requires Bidders to submit a range of hourly rates associated with the activities required. The successful Contractor will however be appointed to the Framework on the premise that they have provided a market rate for particular activities, but are not guaranteed work.

3. THE FRAMEWORK AGREEMENT

3.1 As mentioned above, it is Mutual's intention that ISL will enter into a Framework Agreement with one Contractor.

3.2 Bidders should note that ISL and Mutual do not commit to awarding any minimum value of Services to the Contractor appointed to the Framework. ISL and Mutual also expressly reserve the right to procure Services outside of the Framework, if it deems it necessary or appropriate in relation to any particular project.

3.3 The Framework Agreement will incorporate the general terms of the appointment of the Contractor to the Framework Agreement and also the terms (as far as possible) of the Call-off Contract.

3.4 The Framework Agreement will be entered into with the Contractors for a period of three (3) years, with an extension option of a further maximum two (2) years, solely at ISL's discretion.

3.5 All discussions and correspondence relating to this procurement will be deemed strictly confidential and subject to contract until the Framework Agreement is entered into.

4. OUTLINE TIMETABLE

4.1 Set out below is the proposed procurement timetable. This is intended as a guide and, whilst Mutual does not intend to depart from the timetable, it reserves the right to do so at any time. In particular, Mutual reserves the right to:

- amend the indicative timetable set out below;
- extend or reduce any time period;
- include process workshops and/or clarification meetings as required; and
- request additional written submissions from Bidders over and above those outlined in this ITT.

Date	Activity
11th May 2018	ITT made available
25th May 2018	Deadline for receipt of clarification questions
12pm 1st June 2018	Tender Deadline
22nd June 2018	Evaluation of Tenders completed and notice of Framework Agreement award issued
July 2018	Framework Agreement commencement

5. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions outlined below when completing their tender responses.

Bidders should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Bidder's organisation, this should be indicated, with an explanation. Where questions cannot be answered fully, please provide relevant explanation and details.

Questions should be answered in English and prices submitted in pounds sterling, exclusive of VAT. The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

Failure to provide the required information, provide a satisfactory response to any question, or failure to supply documentation referred to in responses, within the specified timescale, may mean that a Bidder is not invited to participate further. In the event that none of the responses are deemed satisfactory, Mutual reserves the right to terminate the procurement and where appropriate re-advertise the procurement or award places on the Framework using the negotiated procedure without prior publication.

Bidders must be explicit and comprehensive in their responses to this ITT as this will be the single source of information on which responses will be scored and ranked. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Mutual or ISL nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

5.1 Queries about the procurement

All requests for clarification or further information in respect of this ITT should be emailed to mutualtenders@mutual-energy.com. No direct approach of any kind in connection with this ITT should be made to any person within, or associated with Mutual. This ITT is being provided on the same basis to all Bidders. Mutual will not enter into detailed discussion of the requirements.

If Mutual considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Bidders who have responded; have expressed an interest; or those that show an interest before the Tender Deadline.

Before submitting a tender response, Bidders should seek to clarify any points of doubt or difficulty via email, to mutualtenders@mutual-energy.com.

All responses received and any communication from Bidders will be treated in confidence for the purposes of the procurement, except where disclosures are required by law, court order or other applicable regulations. The laws of Northern Ireland apply to this procurement.

5.2 Additional information

Mutual expressly reserves the right to request a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT. Mutual may seek independent financial and market advice (including, without limitation, credit checks) to validate information declared, or to assist in the evaluation.

5.3 Consortia, Partnerships and sub-contracting

Mutual advises that consortia, partnerships and sub-contracting are not permitted in relation to the services being tendered for as part of this ITT. All services should be delivered by the primary, named Bidder.

5.4 Bidder contact point

Bidders are asked to include a single point of contact in their organisation for their response to the ITT. Mutual and its agents will not be responsible for contacting the Bidder through any route other than the nominated contact. The Bidder must therefore undertake to notify any changes relating to the point of contact promptly.

5.5 Verification of information provided

Mutual may seek independent financial and market advice to validate information declared or to assist in the evaluation. Reference site visits or demonstrations and/or presentations are unlikely to be requested at this stage but Mutual reserves the right to request the same as a part of the tender process, should it deem this necessary.

Where a Bidder has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, such other information as may be considered appropriate by Mutual will be accepted. Mutual's decision in such matters will be final.

6. SUBMISSION REQUIREMENTS

Bidders must submit an offer for all of the Services specified in this ITT.

Each Bidder shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in the tender which shall (except in so far as otherwise provided in the Framework Agreement) cover all of the Contractor's obligations under the Framework Agreement (if successful) and the Bidder shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Bidder's response.

It is the responsibility of Bidders to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tender responses.

Responses to this ITT must be submitted to Mutual as follows:

- Bidders must return 2 (two) hard copies of their tender response, separating Quality and Pricing submissions. The submission should be delivered as one package, with the responses separated in different envelopes as follows:

- **Please provide responses to Appendix 2, Appendix 3, Appendix 4 and Appendix 5 Form of Tender in separate envelopes clearly marking them as:**

Envelope 1: "Form of Tender"

Envelope 2: "Appendix 2 – Final Bid - PQQ"

Envelope 3: "Appendix 3 – Final Bid - Quality"

Envelope 4: "Appendix 4 – Final Bid - Pricing Schedule"

All envelopes are to be clearly marked with the following reference "Mutual Energy Limited – Penetration Testing and Cyber Security Advisory Services Framework".

- Additionally, please provide a soft copy of the response to Appendix 2, Appendix 3, Appendix 4 and Appendix 5 Form of Tender, on CD or USB Memory Stick in Microsoft Word (.doc or .docx) format.
 - The soft copies of the responses to Appendix 2, Appendix 3, Appendix 4 and Appendix 5 Form of Tender, should be enclosed in the envelopes as referenced above e.g. the soft copy of Appendix 3 – Final Bid Quality, should be enclosed in Envelope 3 along with the 2 hard copies of Appendix 3 Quality.
- The responses must be sent to Mutual, no later than 12 noon on 1st June 2018 at the address below. If the Bidder's ITT response is not received before the Tender Deadline specified, the Bidder may be excluded at MEL's discretion
 - ITT documents submitted by post should be registered or sent by recorded delivery. ITT documents submitted by fax will not be considered.
 - Returns must be submitted in accordance with the instructions within this ITT. Completed ITT's may be submitted at any time before the Tender Deadline. Mutual does not accept responsibility for the premature opening or mishandling of ITT documents that are not submitted in accordance with these instructions.

Return address:

FAO Andrew McManus
R.E. Penetration Testing and Security Advisory Services
Mutual Energy Limited
1st Floor, The Arena Building
85 Ormeau Road
Belfast,
BT7 1SH

The Forms and Certificates must be signed by an authorised signatory/signatories for and on behalf of the Bidder and submitted in the manner and by the date and time stated, together with all relevant supporting documents.

Any qualification of tender responses may result in the rejection of that tender response.

If a Bidder's circumstances change significantly at any point from the position stated in the PQQ this may lead to the Bidder no longer being able to participate in the tender process or be awarded a place on the Framework. Any such change must be communicated to Mutual as soon as the circumstances giving rise to the change have arisen.

Mutual reserves the right to return to any matters raised in the PQQ where circumstances have changed in some material respect. Bidders should note that for any proposed change to be considered it must be supported by robust reasoning.

Upon receipt of such information, Mutual shall revisit the selection of the Bidder and the Bidder must (at a minimum) achieve a pass in all relevant sections of the PQQ in order to continue in the process. If the change affects evaluation of the Bidder, Mutual shall be entitled to revisit the evaluation of the Bidder and exclude the Bidder, if necessary, as a result of that process.

7. EVALUATION PROCESS

Each tender response will be evaluated in accordance with the three stages specified in this Section 7.

As further detailed below, some of the Bidder's responses to this ITT are scored and/or weighted, other responses are mandatory and not scored or weighted. More detailed allocations of the percentage weightings (including the sub-weightings applicable, where relevant) are provided below.

For those parts of the response which are not scored and weighted, failure by a Bidder to submit a satisfactory response to any requirement in this ITT may result in that response being excluded from further participation in the tender process.

In the event that a Bidder is unable to provide (or had not provided) a satisfactory response to any of the requirements, or a detailed reason as to why a satisfactory response cannot be given, Mutual may either exclude the Bidder from further participation in the evaluation process or, at its discretion, may seek clarification. In the case of the latter, a failure by the bidder to provide a satisfactory response within the deadline specified in the request for clarification will result in its disqualification from the evaluation process.

A place on the Framework Agreement will (subject to a sufficient number of compliant responses being received) be awarded to the highest ranking Bidder on the basis of the most economically advantageous tender, applying the evaluation criterion set out in this ITT.

As detailed further in later sections of this ITT, the overall quality/price ratio used within the evaluation of tenders will be 40% quality / 60% price as follows:

Quality:	40% (40 marks)
• Industrial Control Systems	15% (15 marks)
• Secure Corporate Networks	15% (15 marks)
• Delivery And Advisory Services	10% (10 marks)
Cost	60% (60 marks)

The evaluation process itself is planned as follows:

7.1 STAGE 1 – COMPLIANCE AND INITIAL EVALUATION

7.1.1 ITT responses will be formally logged upon receipt in accordance with Mutual's procurement procedures. **If a soft copy of the Bidder's ITT response is not received before the Tender Deadline**, the ITT response **may be rejected** by Mutual and not considered for evaluation.

7.1.2 Mutual will undertake a compliance check to ensure that Bidders have returned a complete tender response which includes all of the documents specified in Section 6 above.

- 7.1.3 Bidders will pass Stage 1 where all of the information requested has been supplied before the Tender Deadline.

7.2 **STAGE 2 – PQQ ASSESSMENT**

- 7.2.1 Questions within Section A to Section C of the PQQ have been designated as one of the following:
- (a) Information only – the information provided will not be used for scoring purposes; and
 - (b) Satisfactory/Unsatisfactory – the information provided will be assessed as satisfactory or unsatisfactory.
- 7.2.2 Annex B to the PQQ contains a table highlighting each questions and its designated category.
- 7.2.3 In addition to responding to questions, Bidders are required to confirm compliance with a number of statutory regulations. The compliance confirmation documents have been included at Annex A of the PQQ.

Section A: General Information

- 7.2.4 Questions A1 to A7 are for information purposes only.
- 7.2.5 Questions A8 and A9 require the Bidder to confirm whether certain mandatory or non-mandatory exclusion criteria apply and are considered as Satisfactory/Unsatisfactory criteria.
- 7.2.6 If the Bidder proposes to rely on the financial and economic recourses, or technical resources, of another entity in accordance with the ITT, Questions A4 to A9 are to be completed for both the Bidder and the relevant entity on separate forms.

Section B: Financial and Economic Standing

- 7.2.7 This section contains questions that will assist Mutual's evaluation of a Bidder's financial and economic standing.
- 7.2.8 All questions in Section B are to be completed by the Bidder.
- 7.2.9 If the Bidder proposes to rely on the financial and economic resources of another entity in accordance with Section 9 of the ITT, all questions in Section B are to be completed for both the Bidder and the relevant entity on separate forms.
- 7.2.10 Save in respect of Question B1 which is provided for information only, responses to questions in Section B will be evaluated on a satisfactory/unsatisfactory basis.

Section C: Technical Capability

- 7.2.11 This section contains questions that will assist Mutual's evaluation of a Bidder's technical abilities.
- 7.2.12 Save in respect of Question C1 which is provided for information only, questions in Section C will be evaluated on a satisfactory/unsatisfactory basis.

PQQ Assessment - Detailed Selection Criteria

- 7.2.13 PQQ responses will be assessed using the selection criteria outlined in the following paragraphs of this ITT.

Stage 1 – Completeness / Compliance Check

- 7.2.14 In the first instance, Bidders' responses will be subjected to a check for completeness to ensure that all Bidders have provided a complete and compliant response to all questions and have submitted all necessary supporting documentation where required. Any Bidder who has not provided a complete response in accordance with the requirements of this ITT, taking into account Mutual's entitlements as set out herein, may be eliminated from this procurement.

Stage 2 – Eligibility Requirements

- 7.2.15 Bidders whose responses are considered to be complete will proceed to be assessed against the eligibility requirements set out in Questions A8 and A9 of the PQQ. Mutual may, at its absolute discretion, treat a Bidder as ineligible if the matters referred to in Questions A8 and A9 of the PQQ are not certified and/or confirmed to the satisfaction of Mutual.

Stage 3 – Minimum Requirements relating to Financial and Economic Standing

- 7.2.16 Bidders who satisfy the eligibility requirements set out in Questions A8 and A9 of the Pre-Qualification Questionnaire will proceed to be evaluated against the minimum requirements relating to financial and economic standing. **The minimum requirements relating to financial and economic standing are as follows:**

- (a) Bidders' turnover must have exceeded one hundred thousand pounds (£100,000) per annum (or equivalent sum in a foreign currency) in each of the last three (3) financial years.
- (b) The Bidder must demonstrate that it has in place or has the ability to take out and maintain the following insurance¹.

Type of Insurance	Minimum Insurance Level
Professional Indemnity Insurance	GBP £1,000,000 (one million) each and every claim

- 7.2.17 If the minimum requirements relating to financial and economic standing are satisfied, the Bidder will proceed to be evaluated against the selection criteria stated below as part of the Financial and Economic Standing Selection Criteria. **Bidders who do not satisfy the above minimum requirements relating to financial and economic standing will be rejected and eliminated from this procurement.**

Stage 4 – Financial and Economic Standing Selection Criteria

- 7.2.18 The assessment of a Bidder's demonstrated financial and economic standing will consider four (4) key areas, as tabulated in the table below

Assessment Criteria	Questions	Assessment
Turnover	B2	Refer to Section 7.2.19 below
Insurance	B3	Refer to Section 7.2.19 below
Outstanding legal or financial claims	B4	Satisfactory/Unsatisfactory
Reliance on resources from other entities	B5	Satisfactory/Unsatisfactory

- 7.2.19 Mutual reserves the right to seek clarification from the Bidder to inform its assessment of the economic and financial standing of the Bidder. Mutual may seek independent financial and market advice to validate the information declared in Section B or to assist in the evaluation. Please note that although no supporting evidence of turnover (e.g. accounts, annual reports, etc) is required to be submitted at this stage, Mutual reserves the right, at its absolute discretion, to request such information (including accounts, annual reports, letters of support from bankers) as evidence of turnover levels should Mutual deem this necessary.

¹ To the extent that a Bidder does not already have in place such levels of insurance, it will be sufficient to satisfy this test if a letter is provided from a reputable insurance broker confirming that in its opinion, it believes that the Bidder would be able to put such insurances in place should it be successful.

- 7.2.20 The following definitions will be used for the rating in respect of the criteria stated above:
- (i) Satisfactory – Where the Bidder's economic and financial standing is not unsatisfactory; and
 - (ii) Unsatisfactory – Where the economic and financial standing of the Bidder raises concerns that the Bidder would not be able to successfully deliver under the Framework Agreement.
- 7.2.21 Where a Bidder is comprised of more than one entity, or is relying on the financial and economic resources of a third party, the information provided in response to Section B will be assessed and evaluated as a single application in accordance with the above methodology, having regard to the proposed role of each entity in the delivery of the Call-off Contract as set out in Question A6.
- 7.2.22 In order to be eligible for pre-qualification, Bidders must receive a "satisfactory" rating in respect of their overall demonstrated financial and economic standing. No one financial indicator will be taken in isolation – an overall commercial judgment will be made by Mutual on the basis of satisfactory/non-satisfactory assessment of each of the sub-criteria.

Stage 5 – Technical Capability Scoring Criteria

- 7.2.23 The assessment of a Bidder's demonstrated technical ability will be carried out as follows: Questions in Section C will be assessed on a Satisfactory/Unsatisfactory basis in accordance with the definitions which are set out after each question.
- 7.2.24 Mutual may seek clarification from the Bidder in relation to particular concerns identified in order to reach a decision as to whether Mutual's requirements for technical capability have been met. Depending on the outcome of that review, Mutual may in its sole discretion decide to either:
- (a) exclude the Bidder from the competition on the grounds that Mutual's requirements for technical capability have not been met; or
 - (b) deem the Bidder to have met Mutual's requirements for technical capability.
- 7.2.25 In order to be eligible for pre-qualification, Bidders must receive a "satisfactory" rating in respect of their Technical Capability in all parts of Section C of the PQQ.

Non-Compliance with the requirements

- 7.2.26 If a completed response fails to comply in any respect with the requirements set out in this ITT, Mutual shall be entitled (but shall not be obliged):
- (a) to reject the relevant completed response as non-compliant; or
 - (b) without prejudice to Mutual's right to reject the completed response as non-compliant in accordance with paragraph 7.2.26(a) above:
 - (i) to meet with, raise issues and/or seek clarification or supplementary information from the Bidder in respect of the relevant response;
 - (ii) to request the Bidder to provide Mutual with information or items which have been provided in an incorrect form;
 - (iii) to waive a requirement which, in the opinion of Mutual, is minor and/or procedural; and or
 - (iv) to amend the relevant requirements of and invite other Bidders to adjust their respective completed response on the basis of such revised requirements provided however that no amendment and/or change to Mutual requirements will be permitted if, in Mutual's opinion, the amendment and/or change, if accepted, would constitute a material amendment and/or change to Mutual's pre-qualification requirements.

7.2.27 Bidders must comply with and facilitate any requests in this respect within such timeline as Mutual may, at its discretion, stipulate. Mutual has final determination on whether a response is compliant or non-compliant.

7.3 STAGE 3 – TENDER EVALUATION

7.3.1 The Bidder's Quality Questionnaire (Appendix 3) and Pricing Questionnaire (Appendix 4) shall be evaluated in turn as set out below.

7.3.2 The Bidder's responses to each part of the Quality Questionnaire will be individually weighted (as set out in Table A below. Please see individual sub-weightings in Appendix 3) and will be scored in accordance with the scoring matrixes set out at Table B below. An example of how the sub-weightings will be applied is outlined in section 7.3.3 below. Once scored, each response will then be multiplied by the applicable weighting set out in the Quality Questionnaire, to give a weighted score for each question. The weighted scores for all questions will then be aggregated to give a total score out of 40.

TABLE A

Award Criteria – Quality	Weighting
Industrial Control Systems	15%
Secure Corporate Networks	15%
Delivery And Advisory Services	10%

7.3.3 A Bidder's response to each Quality question that is individually weighted (as set out below in **Appendix 3**) will be scored in accordance with the scoring matrixes set out at Table B “**Scoring Matrix for Quality Questions**” below.

Each sub section within a question, shall be awarded a score between zero (0) and five (5) in accordance with the evaluation matrix Table B. The score of each individual sub-section will be weighted along with the sub-weighting defined within the question. All sub-weighting scores will be aggregated to arrive at a final score for each question.

Example 1 : values are for illustration purposes only to demonstrate how the sub weightings will be applied for each question:

Question 1 Total Weighting = 25%

Sub Weightings	Bidder's Score Out of 5	Weighted score (sub sections)
1.1 = 10%	5	$(5/5) * 10\% = 10\%$
1.2 = 10%	4	$(4/5) * 10\% = 8\%$
1.3 = 5%	2	$(2/5) * 5\% = 2\%$

Final Weighted Score for Question 1 = 10% + 8% + 2% = 20% out of a maximum 25%

The weighted scores for each question within the Final Bid Questions section will then be aggregated to give a total score out of 100%. The following formula shall then be applied to provide a total weighted score for Award Criteria – a mark for Quality out of 40%:

Total weighted score (out of a total of 100) X 0.40 = Total weighted score for Quality (maximum final Quality score = 40%)

The Total Weighted Score for Quality will be added to the Total Weighted Score for Price to arrive at the Final Tender Score for purposes of ranking each tender.

TABLE B

Scoring Method		
Assessment	Score	Interpretation
Excellent	5	The information submitted provides compelling and coherent evidence that Mutual's requirements will be met in full and/or exceeded in some respects, that the Services will be delivered promptly and/or demonstrates an excellent quality approach. The response demonstrates that the Bidder understands Mutual's requirements, proposing a very robust approach to delivering the Services and adding substantial value to the delivery of the Services.
Very Good	4	The information submitted provides a strong evidence that Mutual's requirements will be met in full, that the Services will be delivered promptly and/or demonstrates a very good level of quality. The responses demonstrates that the Bidder understands Mutual's requirements, proposing a robust approach to delivering the Services and adding some value to delivery of the Services.
Good	3	The information submitted provides good evidence that Mutual's requirements will be met, that the Services will be delivered in a timely manner and/or demonstrates a good level of quality. The response demonstrates that the Bidder understands Mutual's requirements, proposes a robust approach to deliver the Services and is capable of meeting Mutual's needs.
Poor	2	The information submitted provides limited or poor quality evidence that Mutual's requirements will be met and/or will be met in a timely manner and/or demonstrates a poor level of quality. It is not clear that the Bidder wholly understands Mutual's requirements, and/or the approach is poor or it is not clear that this will deliver Mutual's needs.
Very Poor	1	The information submitted provides insufficient or very poor evidence that Mutual's requirements will be met and/or will be met in a timely manner and/or does not demonstrate an acceptable level of quality. The response does not demonstrate that the Bidder understands Mutual's requirements and/or the approach is very poor or there are substantial concerns whether this will deliver Mutual's needs. There are some major risks in relation to the proposed solutions and Mutual would not be confident that its requirements can be met.
Nil Response / Non-Compliant	0	The information requested is either omitted or fundamentally unacceptable to Mutual. The response does not meet Mutual's requirements and/or indicates that the Bidder does not understand Mutual's requirements.

7.3.4 Once each Bidder's Quality Questionnaire has been assessed, each Bidder's Pricing Questionnaire shall be assessed, as specified in Appendix 4. The total price score shall then be added to the total quality score to give the Bidder's total score.

8. CONDITIONS OF PROCUREMENT

Applicable Law

- 8.1.1 This procurement shall be governed by and construed in all respects in accordance with the laws of Northern Ireland and the parties agree to submit to the exclusive jurisdiction of the Courts of Northern Ireland in relation to any matter or dispute arising out of or in connection with this procurement.

Costs

- 8.1.2 Each party will be liable for all of its own costs and expenses in relation to its participation in the procurement, the preparation and submission of any responses and the conduct of any discussions with Mutual. For the avoidance of doubt, Mutual, ISL and their appointed advisers have no obligation whatsoever to reimburse any Bidder in respect of any costs, economic loss or other loss of profit incurred by it either in the preparation and submission of responses, or arising from clarifications and discussions with Mutual in connection with the possible establishment of the Framework Agreement as a result of its participation in the procurement, regardless of whether or not the procurement results in the establishment of the Framework Agreement. For the avoidance of doubt, in the event that the procurement is cancelled or terminated by Mutual, Mutual and ISL will have no liability whatsoever to reimburse Bidders for costs expended as a result of their participation in the Procurement.

Bidder eligibility

- 8.1.3 Bidders are reminded of the eligibility requirements that apply to the procurement at all times. In particular, Mutual may treat a Bidder as ineligible or decide not to permit a Bidder to continue to participate in the procurement process if any one of the grounds set out in Regulation 76 of the Utilities Contracts Regulations 2016 applies; and the financial standing of the Bidder deteriorates during the procurement to such an extent that the Bidder no longer has the requisite financial standing to compete under the Framework Agreement.
- 8.1.4 Any potential change in the eligibility of a Bidder must be notified immediately to Mutual in writing and may result in the Bidder being disqualified from any further participation in the procurement.

Bidder Membership

- 8.1.5 Mutual must be notified in writing promptly of any proposed change in control, composition or membership of a Bidder that has taken place subsequent to the submission of responses. Similarly, Mutual must be notified in writing promptly of any proposed changes that have been made to the identity of the Members. Mutual reserves the absolute right to withhold approval for any such changes and to disqualify the Bidder concerned from further participation in the procurement.

Canvassing

- 8.1.6 Direct or indirect canvassing by any Bidder, suppliers or advisers in relation to the Framework Agreement or the procurement or any attempt to obtain information from any of the agents or employees of Mutual or its appointed advisers concerning another Bidder or response may result in disqualification from further participation in the procurement.
- 8.1.7 Bidders must not offer, give or agree to give any member of Mutual any gift, or consideration of any kind as an inducement or reward in relation to obtaining or execution of the Framework Agreement. Any breach of this clause will entitle Mutual to disqualify the Bidder from the selection process and the procurement.

Collusion

- 8.1.8 Any attempt by any Bidder, suppliers or advisers to collude with any other person in order to influence the procurement in any way will result in disqualification from further participation in the procurement. In particular, Bidder, suppliers and advisers shall not directly or indirectly at any time:
- (a) fix or adjust the amount or content of any response in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed Member of the Bidder, or a supplier, adviser or provider of finance to the Bidder;

- (b) communicate to any person other than Mutual, or seek or obtain from such other person, information about the amount or content of any response, other than in good faith to obtain quotations for supplies, services or finance;
- (c) enter into any agreement or arrangement with any other person that will result in such a person refraining from submitting a response;
- (d) enter into any agreement or arrangement with any other person as to the form, content or amount of any other response; and
- (e) offer or pay a sum of money, incentive or valuable consideration to any person proposing to effect changes in or omissions from any other response.

Conflict

- 8.1.9 Bidders are responsible for ensuring that no conflicts of interest exist between any of their appointed advisers and those appointed by Mutual.
- 8.1.10 Any conflict of interest or potential conflict of interest must be fully disclosed to Mutual as soon as the conflict or potential conflict becomes apparent to the Bidder. Mutual will regard as a conflict of interest any situation in which a Bidder or Member of a Bidder (or an adviser, agent or subcontractor to a Bidder or Member of the Bidder) is also:
 - (a) and adviser, agent or subcontractor to Mutual in relation to the procurement; or
 - (b) and adviser, agent or subcontractor to any other Bidder or Member of any other Bidder on the procurement; or
 - (c) a Member of any other Bidder in relation to the procurement.
- 8.1.11 In the event of any conflict or potential conflict of interest, Mutual shall in its absolute discretion decide on the appropriate course of action.
- 8.1.12 Any Bidder who fails to comply with this obligation may be disqualified from further participation in the procurement.

Confidentiality

- 8.1.13 The Bidder agrees to keep confidential the contents of this ITT and all information which has either been designated as confidential by Mutual in writing or that ought to be considered confidential including commercially sensitive information, information which relates to the business and affairs of Mutual or ISL (and its suppliers, service providers, agents, professional advisers and representatives) and all information which the Bidder receives or obtains as a result of its involvement in the procurement ("**Confidential Information**").
- 8.1.14 Accordingly, the release of the confidential information to the Bidder during the procurement is conditional upon:
 - (a) the Bidder taking all steps necessary to prevent the confidential information from being disclosed to the public or any third party or coming by any means into the possession of any third party;
 - (b) this confidentiality undertaking being binding upon the Bidder and all of its respective associated companies and associates (as defined in the Income & Corporation Taxes Act 1988) and all of their respective officers, employees, servants, agents or professional advisers (together "**Relevant Persons**");
 - (c) the Bidder using the confidential information solely from the purpose of evaluating whether or not to enter into an agreement with ISL in relation to the procurement or to perform any obligations which the Bidder may undertake or has undertaken with Mutual relating to the procurement and neither the Bidder nor any Relevant Person shall use any of the confidential information for any other purpose whatsoever;

- (d) the confidential information and its circulation being restricted to circulation and disclosure to individuals whose access to such confidential information is strictly necessary for the purpose as set out above;
 - (e) the Bidder keeping all materials containing confidential information in a secure place and returning them to Mutual immediately on termination of the discussions relating to this procurement or upon the request of Mutual; and
 - (f) the Bidder undertaking to indemnify and keep Mutual at all times fully indemnified from and against any loss, actions, proceedings, claims, demands, costs, (including, without prejudice to the generality of this provision, legal costs of Mutual), awards and damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Bidder or any Relevant Persons of any of the obligations set out in this ITT.
- 8.1.15 In the event that the Bidder is unable to comply with the foregoing, the Bidder should notify Mutual immediately following receipt of this ITT and, in the event of any inability by the Bidder and Mutual to agree confidentiality terms, Mutual shall be entitled to require the Bidder to withdraw from this procurement.
- 8.1.16 This provision shall not apply to any confidential information received by the Bidder from Mutual:
- (a) which is or becomes public knowledge (otherwise than by a breach of this provision);
 - (b) which was in the possession of the Bidder, without restriction on its disclosure, before receiving it from Mutual;
 - (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - (d) is independently developed without access to the confidential information.
- 8.1.17 Mutual undertakes to hold confidential any information provided by Bidders in the responses in accordance with and subject to Mutual's obligations under law.
- 8.1.18 Mutual may require the Bidders to enter into further confidentiality undertakings from time to time during the procurement.
- 8.1.19 Nothing in this ITT or the disclosures envisaged by the procurement shall (except as expressly agreed otherwise) operate to transfer or operate as a grant of any licences, to any intellectual property rights in the confidential information.
- 8.1.20 The Bidder acknowledges that damages alone would not be an adequate remedy for breach of confidentiality. Accordingly Mutual shall be entitled, without proof of special damages, to seek an injunction or other interim relief.

Copyright

- 8.1.21 Bidders are reminded that the copyright in the documentation and any other materials supplied by Mutual and/or its advisers in this procurement, in whatever format, belongs to Mutual and its appointed advisers. Such documentation and materials may not either in whole or in part be copied, reproduced, distributed or otherwise made available to any other third party or used without prior written consent of Mutual except in relation to the preparation of a response in the procurement. All documentation supplied by Mutual in relation to this procurement must be returned on demand, without any copies being retained by the Bidder.

Disqualification

- 8.1.22 A Bidder that contravenes any of the terms and conditions set out in these Conditions of procurement may, at the sole discretion of Mutual, be disqualified and prohibited from any further participation in the procurement. The disqualification of a Bidder will not prejudice any other civil or legal remedies available to Mutual and will not prejudice any criminal liability that such conduct by the Bidder may attract.

Publicity

- 8.1.23 No publicity in relation to the Project, the establishment of the Framework Agreement or the procurement in general will be permitted unless and until Mutual has given express prior written consent to the relevant communication. In particular, no statements should be made to the press or other similar organisations regarding the nature of any response, its contents or any response relating thereto without express prior written consent of Mutual.
- 8.1.24 Mutual retains the right to publicise or otherwise disclose to any third party, information in relation to this procurement in general, the selection of the long or short list of Bidders (including details of their respective members, subcontractors, representatives, advisers, consultants, servants or agents), or the establishment of the Framework Agreement at any time.

Disclaimer

- 8.1.25 This procurement should not be regarded as an investment recommendation made by Mutual or its appointed advisers. Each Bidder must rely on its own enquiries and on the terms and conditions set out in the Framework Agreement as and when finally executed, subject to such limitations and restrictions as may be specified in such an agreement. Neither the issue of any documentation in the procurement nor any of the information presented in it should be regarded as a commitment or representation on the part of Mutual or any other person to enter into a contractual arrangement.
- 8.1.26 Although it is currently anticipated that the remainder of the procurement will take place in accordance with the provisions of these terms of engagement, Mutual reserves the right (subject to the requirements of procurement law) to vary, amend or terminate the procurement by notice in writing. Under no circumstances will Mutual or its appointed advisers accept any liability arising out of or in respect of the procurement, the award procedure, any variation or amendment to the procedure, or the project generally.
- 8.1.27 Neither Mutual, ISL nor any of their appointed advisers will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from, this ITT or for any other written or oral communication transmitted or otherwise made available to any Bidder during the procurement. No representation or warranty is made in respect of such statements, opinions or conclusions, and neither Mutual, ISL nor their appointed advisers shall accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of any reliance upon such statements, opinions or conclusions. Neither the information in this ITT nor any other information provided by Mutual or their appointed advisers shall be deemed to constitute a contract for the project or be used in construing any such contract.
- 8.1.28 The information that shall have any legal effect or on which any person may rely will be the information specifically and expressly represented or warranted in writing to the framework provided under the Framework Agreement. For the avoidance of doubt, only the terms of the Framework Agreement and thereafter any subsequent Call-off Contracts as and when executed will have any legal effect in connection with the matters to which this procurement relates.
- 8.1.29 Nothing contained in this ITT or any information supplied by or on behalf of Mutual or ISL during the procurement is, or shall be relied on as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements set out in any party of this ITT cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether already existing or to be drafted in the future), and are in all respects qualified by reference hereto.
- 8.1.30 Mutual and ISL make no commitment to establish the Framework Agreement or that ISL shall enter into any subsequent call-offs as a result of this procurement or otherwise, nor to accept the lowest priced or any tender. Nothing in this procurement shall be deemed or construed to constitute a warranty or representation or contract that the procurement will be conducted in accordance with the timetable or procedures set out in this ITT subsequently during the procurement.

Right to Cancel or Vary the Process

- 8.1.31 Mutual and ISL reserve the right, at any time:
- (a) to abandon, cancel or withdraw the tender process at any stage;
 - (b) not to award a Framework Agreement/appoint any Bidders to the Framework Agreement following conclusion of this tender competition;

- (c) to require a Bidder and/or a Member(s) of its supply chain to clarify any submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder being excluded from further participation in the tender process); and/or
- (d) amend the terms and conditions of the tender process.

APPENDIX 1

PENETRATION TESTING AND SECURITY ADVISORY SERVICES

Contractors may be required to deliver the following services:

Penetration Testing

- Mutual Corporate Network
 - Testing of the network and infrastructure to determine both internal and external vulnerabilities. To include:
 - Virtual and physical servers (1 physical server, 8 virtual servers);
 - Web servers (2 web servers);
 - Firewall (1 firewall);
 - Switches, routers and wi-fi routers (3 Gigabit switches, 4 wi-fi routers);
 - Review of desktop/laptop configuration and security; and
 - Recommendations for improvement.
 - Testing of the systems and services used by Mutual. To include:
 - Review of user permissions, passwords and security;
 - Review current remote access provision (via VPN);
 - Review of suitability of current data storage and access provision; and
 - Recommendations for improvement.
 - Simulated testing of a potential cyber-attack. To include:
 - Controlled cyber-attack simulation (phishing, vishing, etc) on Mutual staff; and
 - Presentation to Mutual staff on cyber risks and prevention techniques.
- Mutual SCADA Control System
 - Testing of the network and infrastructure to determine both internal and external vulnerabilities. To include:
 - Virtual and physical servers;
 - Web servers;
 - Firewalls;
 - External links;
 - Switches and routers; and
 - Recommendations for improvement.
 - Testing of the SCADA application. To include:
 - Review of user permissions, passwords and security; and
 - Recommendations for improvement.
- Moyle HVDC Control System (from 2020)*
 - Testing of the network and infrastructure to determine both internal and external vulnerabilities. To include:
 - Server infrastructure;
 - Firewalls;
 - External links;
 - Switches and routers; and
 - Recommendations for improvement.
 - Testing of the HVDC Control System. To include:
 - Review of user permissions, passwords and security; and
 - Recommendations for improvement.

- Security Camera Network
 - Testing of the security camera network located at one of our key sites. To include:
 - Security of the external access onto the network;
 - Security of the camera control system and management software

- Mutual website
 - Testing of external access (unauthorised) to the Mutual Energy website.

It should be noted that not all of the systems above will be tested during each year of the contract. Testing will be at the discretion of Mutual with testing services 'drawn-down' from the call-off contract as required. However, it is anticipated that there will be at least 2 systems tested each year with the Mutual Corporate Network, Mutual SCADA Control System, the Security Camera Network and the Mutual Website tested in year 1.

Advisory Services

- Specialist advice on cyber security for key projects relating to infrastructure and software changes;
- Review of the output from Penetration Testing, identification of key issues and recommendations for enhancement or development; and
- General advice on key trends, risks and initiatives relating to cyber security.

APPENDIX 2

QUALITY QUESTIONNAIRE

SECTION A: General Information

Bidder Structure

A1 Name the Bidder:

Role	Name/Title of Organisation
Bidder:	

A2 Contact details for Bidder:

Full Trading Name:	
Current Trading Name (if different):	
Address:	
Telephone:	
Fax No:	
E-mail:	

A3 Name and contact details for Bidders' principal contact and deputy contact:

	Principal Contact	Deputy Contact
Name:		
Job Title:		
Contact Address:		
Tel No:		
Fax No:		
E-mail:		

QUESTIONS A4 TO A7 ARE TO BE COMPLETED BY ALL BIDDERS.

QUESTIONS A4 TO A7 MUST ALSO BE COMPLETED ON SEPARATE FORMS BY ANY ENTITY ON WHOSE FINANCIAL AND ECONOMIC RESOURCES, OR TECHNICAL RESOURCES, THE BIDDER PROPOSES TO RELY.

A4 Name of Organisation:

A5 Provide details of registered office, registered number and date of registration of the company where applicable. If not a company, provide status of organisation, including details of the trading address:

A6 If the Bidder is a limited company and is a subsidiary of another company, provide details of the name of the organisation's ultimate holding or parent company:

A7 Please provide a brief history of the Bidder's organisation including details of any parent and associated companies and any changes of ownership over the last five (5) years including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures, etc. which are currently in the public domain:

ALL QUESTIONS IN SECTION B ARE TO BE COMPLETED BY ALL BIDDERS.

ALL QUESTIONS IN SECTION B MUST ALSO BE COMPLETED ON SEPARATE FORMS BY ANY ENTITY ON WHOSE FINANCIAL AND ECONOMIC RESOURCES THE BIDDER/LEAD BIDDER PROPOSES TO RELY.

SECTION B: Financial and Economic Standing

B1 Name of Organisation:

<i>[Information only]</i>

B2 Turnover

By reference to the **minimum turnover requirements** set out at Section 7.2.16(a) of this ITT above, please indicate the annual turnover of the Bidder in each of the last three (3) financial years. If this information is not available, an explanation should be provided.

Year	Turnover (£m)

Explanation, if information is not available

<i>[Either insert required details or state "N/A" or "Not Applicable"]</i>
--

Please note that although no supporting evidence of turnover (e.g. accounts, annual reports, etc.) is required to be submitted at this stage, Mutual reserves the right, at its absolute discretion, to request such information (including accounts, annual reports, letters of support from bankers) as evidence of turnover levels should Mutual deem this necessary.

B3 Insurance

By reference to the **minimum insurance requirements** set out at Section 7.2.19 of this ITT above, please provide evidence of the Bidder's current levels of insurance for professional indemnity. Please enclose copies of the relevant insurance certificates.

To the extent that a Bidder does not already have in place such levels of insurances as required at Section 7.2.19 of this ITT, it will be sufficient to satisfy this test if a letter is provided from a **reputable insurance broker** confirming that in their opinion, they believe the Bidder/consortium Member would be able to put such insurances in place should they be successful.

Whilst not evaluated, the Bidder is also asked to confirm if it has in place Employer's Liability and/or Public Liability insurance and if so, to provide details of the levels of insurance held.

Professional Indemnity	
Name of Insurer(s):	
Name of Broker(s):	

Policy Number:	
Expiry Date:	
Limits for any one occurrence/claim and aggregate limits:	
Policy Excess:	
Copy certificate enclosed?	[Yes/No]
Letter from insurance broker provided (if relevant)?	[Yes/No]

B4 Outstanding Legal or Financial Claims

Please provide details of any outstanding legal or financial claims, litigation or judgments against, or other court orders affecting, the Bidder and/or its investors and/or any holding/parent company or third party organisation who proposes to act as a guarantor which could affect its financial stability or continued existence, or could affect the ability to successfully deliver the contract where the amount claimed is greater than twenty five thousand pounds (£25,000).

[Either insert required details or state "None"]
--

B5 Relying on the resources of other entities

Is the Bidder or any party to the Bidder relying on the resources of other entities (including, for example, but not limited to, reliance on a parent company's resources) for the purposes of proving its financial and economic standing?

Yes No

(Please tick as appropriate)

If yes, the Bidder/party must provide evidence that it has available to it the resources of those other entities, which are necessary to perform the contract. For example, a written undertaking from such other entities confirming it will provide the necessary support will suffice. If sufficient evidence is not provided the Bidder/party will be evaluated based on its own financial and economic standing.

Bidders should provide all information listed in this Section B for the other entities whose resources are being relied upon.

Information provided – Yes / No <i>(Please delete)</i>
--

SECTION C: Technical Capability

Capability

C1 Name of Organisation:

[Information only – not scored]

Technical Capability Regarding Corporate Networks

C2 Please provide details of two (2) projects where you have provided Penetration Testing services for Corporate Networks, including the delivery of both internal and external testing on the applications and infrastructure. This example should be similar in complexity to the subject matter of this procurement, have been **completed within the last two (2) years prior to the Tender Deadline** and demonstrate the Bidder's ability to successfully deliver a project of a similar scale, scope and complexity to those described in Appendix 1.

For the examples provided, please supply the following details as a minimum **using the template attached at Appendix 6**.

- Description of services provided;
- Delivery role i.e. consultant engineer, project manager, principal contractor, sub-contractor etc;
- Detailed description of project;
- Value of the underlying project;
- Duration of contract;
- Contract reference together with contact details (including name, organisation, telephone number, e-mail and address). Mutual may contact the references provided and reserves the right to seek further clarification from the Bidder in respect of any such reference.

Evaluation Methodology for Question C2

The following definitions will be used:

- (i) Satisfactory – Where the Bidder's experience of providing penetration testing services for Corporate Networks is not unsatisfactory and/or does not have the potential to pose a risk to the successful delivery of the Call-off Contracts under the Framework Agreement; and
- (ii) Unsatisfactory – Where the Bidder's experience of providing penetration testing services for Corporate Networks is considered to pose a high risk to the successful delivery of the Call-off Contracts under the Framework Agreement.

Technical Capability Regarding Industrial Control Systems

C3 Please provide details of two (2) projects where you have provided Penetration Testing services for Industrial Control Systems, including the delivery of both internal and external testing on the applications and infrastructure. This example should be similar in complexity to the subject matter of this procurement, have been **completed within the last two (2) years prior to the Tender Deadline** and demonstrate the Bidder's ability to successfully deliver a project of a similar scale, scope and complexity to those described in Appendix 1.

For the example provided, please supply the following details as a minimum **using the template attached at Appendix 6**.

- Description of services provided;
- Delivery role i.e. consultant engineer, project manager, principal contractor, sub-contractor etc;

- Detailed description of project;
- Value of the underlying project;
- Duration of contract;
- Contract reference together with contact details (including name, organisation, telephone number, e-mail and address). Mutual may contact the references provided and reserves the right to seek further clarification from the Bidder in respect of any such reference.

Evaluation Methodology for Question C3

The following definitions will be used:

- (i) Satisfactory – Where the Bidder's experience of providing Penetration Testing services for Industrial Control Systems is not unsatisfactory and/or does not have the potential to pose a risk to the successful delivery of the Call-off Contracts under the Framework Agreement; and
- (ii) Unsatisfactory – Where the Bidder's experience of providing Penetration Testing services for Industrial Control Systems is considered to pose a high risk to the successful delivery of the Call-off Contracts under the Framework Agreement.

Quality

C4 Please provide details of the quality management system the Bidder/organisation currently has in place as well as any external auditing or accreditations that the Bidder/organisation is currently working towards.

If the Bidder/organisation has any additional accreditations, certifications or specialities that may be relevant to the scope of requirements for this Framework Agreement then please provide a summary.

Please outline your response **using the template attached at Appendix 6**.

Evaluation Methodology for Question C4

The following definitions will be used:

- (i) Satisfactory – Where the Bidder's quality management arrangements are considered adequate and therefore are not considered to have the potential to pose a risk to the successful delivery of the Call-off Contract under the Framework Agreement; and
- (ii) Unsatisfactory – Where the Bidder's quality management arrangements are not considered adequate are therefore considered to have the potential to pose a risk to the successful delivery of the Call-off Contract under the Framework Agreement.

ANNEX A

QUESTIONS AND DESIGNATED CATEGORY

Reference	Question	Type
A1	Name of Bidder	Information
A2	Contact Details for bidder	Information
A3	Principal and deputy contact details	Information
A4	Name of Organisation	Information
A5	Registration details	Information
A6	Limited company or subsidiary details	Information
A7	History of Organisation	Information
B1	Name of Organisation	Information
B2	Turnover (Minimum requirement)	Satisfactory / Unsatisfactory
B3	Insurance (Minimum requirement)	Satisfactory / Unsatisfactory
B4	Outstanding legal or financial claims	Satisfactory / Unsatisfactory
B5	Reliance on the resources of other entities	Satisfactory / Unsatisfactory
C1	Name of Organisation	Information
C2	Technical Capability Regarding Corporate Networks	Satisfactory / Unsatisfactory
C3	Technical Capability Regarding Industrial Control Systems	Satisfactory / Unsatisfactory
C4	Quality	Satisfactory / Unsatisfactory

APPENDIX 3

QUALITY QUESTIONNAIRE

1. INSTRUCTIONS TO BIDDERS

1.1 The purpose of the questions set out below is to give Bidders an opportunity to demonstrate how they will deliver the requirements outlined in this ITT. The responses to this will give Mutual the opportunity to examine the Bidder's proposed approach. The responses to this Quality Questionnaire will also form part of the Framework Agreement with the Bidder, if successful.

1.2 Bidders should review Appendix 1, the Framework Agreement and the ITT carefully before responding to this Quality Questionnaire.

1	INDUSTRIAL CONTROL SYSTEMS			
	TOTAL: 15 marks			
	Please ensure response is within 2 sides of A4 paper (Arial, minimum size 10 font)			
	<p>MEL currently uses a SCADA system to monitor and report on the operation of its gas pipelines. The SCADA system is critical in ensuring the continued safe operation of the gas network in Northern Ireland. In addition, MEL is in the process of upgrading the current control system for the Moyle Interconnector, the electricity connectors between Northern Ireland and Scotland.</p> <p>The SCADA system has a range of internet-facing servers and firewalls, all of which have been tested successfully within the last 2 years. Please see Appendix 1 for further detail.</p> <p>The configuration of the new Moyle Control System is currently unknown, but the new system will require testing in 2020/21.</p> <p>Testing requirements (as outlined in Appendix 1) include the testing of the network and infrastructure to determine both internal and external vulnerabilities and testing of application security.</p> <p>For the purposes of this response, please propose a methodology and process for the completion of this testing. Bidders should:</p>			
	Question	Score Range	Weighting	Score Awarded
	1) Set out the phases of the methodology you will follow and identify the key steps within each phase;	0 – 5	2	
	2) Identify the resource and time requirements necessary to complete each element of testing	0 – 5	2	
	3) Identify the client records and documents required to undertake the outlined testing;	0 – 5	2	
	4) Note the industry standards that will be followed;	0 – 5	2	
	5) Provide CVs for the individual or individuals proposed to complete each element of testing;	0 – 5	2	
	6) Outline the tools and techniques used to complete each element of testing; and	0 – 5	2	
	7) Outline how infrastructure and application security and usability will be maintained while testing is undertaken.	0 - 5	2	
	8) Outline how testing results and recommendations will be recorded and reported to MEL.	0 - 5	1	

2	SECURE NETWORKS AND APPLICATIONS			
	TOTAL: 15 marks			
	Please ensure response is within 2 sides of A4 paper (Arial, minimum size 10 font)			
	<p>MEL currently operates a corporate network which is used by all employees to access their key business applications and data. This includes the use of email, file shares and key business applications. The MEL Corporate Network has a range of internet-facing servers and firewalls, all of which have been tested successfully within the last 2 years. Please see Appendix 1 for further detail.</p> <p>Testing requirements (as outlined in Appendix 1) include the testing of the network and infrastructure to determine both internal and external vulnerabilities; the testing of the systems and services used by Mutual; and the simulated testing of a potential cyber-attack.</p> <p>For the purposes of this response, please propose a methodology and process for the completion of this testing. Bidders should:</p>			
	Question	Score Range	Weighting	Score Awarded
	1) Set out the phases of the methodology you will follow and identify the key steps within each phase;	0 – 5	2	
	2) Identify the resource and time requirements necessary to complete each element of testing	0 – 5	2	
	3) Identify the client records and documents required to undertake the outlined testing;	0 – 5	2	
	4) Note the industry standards that will be followed;	0 – 5	2	
	5) Provide CVs for the individual or individuals proposed to complete each element of testing;	0 – 5	2	
	6) Outline the tools and techniques used to complete each element of testing;	0 – 5	2	
	7) Outline how infrastructure and application security and usability will be maintained while testing is undertaken; and	0 - 5	2	
	8) Outline how testing results and recommendations will be recorded and reported to MEL.	0 - 5	1	

3	DELIVERY AND ADVISORY SERVICES			
	TOTAL: 10 marks			
	Please ensure response is within 2 sides of A4 paper			
	<p>To ensure the continued successful delivery of the services outlined in this ITT, it is important for MEL to understand how the bidders plan to interact with MEL over the duration of the contract and how each bidder will be structured and governed to ensure delivery of each aspect of the testing and advisory services.</p> <p>Bidders should:</p>			
	Question	Score Range	Weighting	Score Awarded
	<p>1) Outline the proposed way of working with Mutual, including:</p> <ul style="list-style-type: none"> a. Communication methods b. Prioritisation of workloads c. Contingency measures in the event that staff aren't available to complete the agreed testing; and d. Expectations and requirements of the Mutual team. <p>2) Please outline how you would propose to deliver the Advisory Services as outlined in Appendix 1, including:</p> <ul style="list-style-type: none"> a. Cyber security advice and quarterly reporting; b. Cyber security input into major projects <p>3) Outline your internal organisation structure, including:</p> <ul style="list-style-type: none"> a. Staff responsible for the delivery of the services outlined in Appendix 1; b. Staff acting as an escalation point for those delivering the services; and c. Staff undertaking all other roles as part of this contract (e.g. project management, invoicing) 	<p>0 – 5</p> <p>0 – 5</p> <p>0 - 5</p> <p>0 - 5</p> <p>0 – 5</p> <p>0 – 5</p> <p>0 - 5</p> <p>0 - 5</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>2</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>	

APPENDIX 4

PRICING QUESTIONNAIRE

When inserting their proposed pricing, Bidders must ensure that the prices submitted accurately reflect the proposals in the Bidders' response to the Quality Questionnaire.

Bidders must complete Table A below, inputting the hourly rates that will be applicable, for each grade of Consultant listed, if the Bidder is successfully appointed to the Framework. The hourly rates specified in each case must include all costs of delivering the Services in accordance with the Framework Agreement.

All rates and prices shall be expressed in Pounds Sterling (£) to two decimal places, and shall be exclusive of Value Added Tax (VAT) but inclusive of other costs. Please note that:

- Mutual and ISL reserve the right to seek further clarification on any/all rates and prices submitted by a Bidder; and
- Mutual and ISL do not commit to purchasing any minimum level of Services and all staff and other costs are the Bidder's responsibility.

The rates specified below reflect the maximum hourly rates (subject to the terms of the Framework Agreement) that the Contractor shall be entitled to charge under the Framework and any Call-off Contract, if successful.

The hourly rates inserted by the Bidder into Table A below will be totalled. The Bidder who submits the lowest total cost shall receive the full marks available for the price assessment. All other Bidders will have their score calculated as follows:

$$\text{Price score} = \frac{\text{Lowest Total Cost}}{\text{Bidder's Total Cost}} \times 60$$

The total price score shall then be added to the total quality score (calculated as set out above) to give the Bidder's total score.

Please enter **HOURLY** rates in the appropriate cells.

Table A – HOURLY RATES TABLE FOR STANDARD WORKING HOURS (0800 TO 1800 MON TO FRI)	
Grade	Hourly Rate
Primary Consultant (10 or more years' experience working within the IT Security Industry, ideally with knowledge of the energy industry)	£
Consultant (5-10 years' experience working within the IT Security Industry)	£
Project Manager / Project Administrator (5-10 years' experience as a Project Manager or within a Project Management Office)	£

APPENDIX 5

PENETRATION TESTING FRAMEWORK

FORM OF TENDER

1. I/We certify that the information supplied in our tender is true and accurate to the best of my/our knowledge. I/We understand that the provision of any false or inaccurate information could result in my/our exclusion from the competition and (in consideration for being permitted to participate in the competition) I/We hereby agree to indemnify and hold harmless Mutual and ISL in respect of any costs, expenses, damages and/or losses that it may incur as a result of it placing reliance on the truth and/or accuracy of the information contained in our tender.
2. I/We agree that no binding agreement or contract between us and ISL will exist unless or until the Framework Agreement has been duly executed by our duly authorised signatories.
3. I/We have read and reviewed the draft Framework Agreement provided by Mutual and acknowledge and agree that it is a condition of submission of the tender that I/We accept and agree to be bound by the terms and conditions of the Framework Agreement. I/We agree therefore to accept and be bound by said Framework Agreement in the event that we are appointed to the Framework. In this event, the Framework Agreement shall take precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by us in connection with this tender competition or the Framework Agreement.
4. I/We have read and reviewed the draft Services Agreement provided by Mutual and acknowledge that it contains the current Mutual Terms and Conditions. I/We agree that it is a condition of submission of the tender that I/We agree the content of this Agreement in the event that we are appointed to the Framework. I/We agree that if the Mutual Terms and Conditions are not deemed appropriate that I/We will provide alternative Terms and Conditions to Mutual for agreement. I/We agree that Mutual is not under any obligation to accept revised Terms and Conditions.
5. I/We understand that Mutual and ISL do not bind themselves to accept the lowest or any tender submitted in response to this tender process and may accept the whole or part of any tender.
6. I/We understand that Mutual reserves the right to discontinue this tender process and/or the award procedure in the event of irregular tenders or in the absence of appropriate tenders and in such circumstances may use the negotiated procedure without a further call for competition.
7. If any information provided in our tender changes following submission of our tender, we will notify Mutual immediately.
8. I/We warrant that I/we have all the requisite corporate authority to sign this Form of Tender.

Dated this _____ day of _____ 20____

Signed by or on behalf of the Bidder:_____

Printed _____ Name of Bidder _____

Registered Address _____

MUTUAL
VAT REGISTRATION

Part 1 or Part 2 to be completed as appropriate by the Bidder and returned with the Documents:

1 My/Our VAT Registration Number
is:

Signed by:

for and on behalf of:

Date:

2 I am/We are "**EXEMPT**" from VAT under the terms of the Value Added Tax Act 1994

Signed by:

For and on behalf of:

Date:

MUTUAL

CONFLICT OF INTEREST DECLARATION

With reference to the ITT please complete where appropriate.

I/WE warrant that:

- 1 There **would be no** conflict or perceived conflict of interest in relation to the personnel or type of work involved in this contract. **No Conflict**

- 2 There could be a possible conflict or perceived conflict of interest in relation to [●] and their involvement in this contract. **Possible Conflict**

- 3 Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this contract.

***Enter name**

Signed:

Block capitals:

for and on behalf of

Date:

APPENDIX 6

TEMPLATE

Note: Total response length for each case study, not including the completed table below should be 2 sides of A4, Arial, Point 10.

<p>Template to be used for responding to questions C2, C3 and C4 of the PQQ. Please replicate as necessary.</p>		
<p>Example [-----]</p>		
1.	Project Name	
2.	Location	
3.	Client details (contact name, organisation, address, telephone number and email address)	
4.	Value of the contract to your organisation	
5.	Overall value of contract	
7.	Start date	
8.	Completion date	
9.	Project delivered on time?	[Yes / No]
10.	If not, please provide details	
11.	Project delivered within budget?	[Yes / No]
12.	If not, please provide details	

13.

Detailed description of project and services provided, covering all aspects of question [XX] as relevant

APPENDIX 7

CONTRACT

DATED

(1) INTERCONNECTOR SERVICES (NI) LIMITED

and

(2) [SERVICE PROVIDER]

FRAMEWORK AGREEMENT RELATING TO

Penetration Testing and Cyber Security Advisory Services

FRAMEWORK CONTRACT

CONTENTS

Clause		Page
1	DEFINITIONS	1
2	INTERPRETATION	3
3	THE ROLE OF THE FRAMEWORK AGREEMENT	3
4	INITIAL STAGE AND PRE-ENGAGEMENT DISCUSSIONS	3
5	OPERATION OF THE FRAMEWORK	4
6	PRICING	4
7	INFLATIONARY ADJUSTMENT	4
8	THE FRAMEWORK OBJECTIVES	5
9	LEGAL STATUS OF FRAMEWORK AGREEMENT	5
10	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	5
11	ORGANISATIONAL STRUCTURES AND DECISION MAKING	5
12	COLLABORATIVE WORKING	6
13	THE SERVICE PROVIDER PERSONNEL	6
14	CONFIDENTIALITY	7
15	RISK ASSESSMENT AND RISK ALLOCATION	7
16	HEALTH AND SAFETY	8
17	CHANGE CONTROL PROCEDURES	8
18	EARLY WARNING	8
19	TEAM APPROACH TO PROBLEM SOLVING	8
20	PERFORMANCE INDICATORS	8
21	FRAMEWORK TERM	9
22	SETTLEMENT OF DISPUTES	10
23	MEDIATION	10
24	APPLICABLE LAW AND JURISDICTION	10

BETWEEN:

- (1) **INTERCONNECTOR SERVICES (NI) LIMITED** a company registered in Northern Ireland (Company Registration Number NI058161) whose registered office is at First Floor, The Arena Building, 85 Ormeau Road, Belfast, BT7 1SH (the "**Employer**"); and
- (2) [**SERVICE PROVIDER**] a company registered in [] (Company Registration Number []) whose registered office is at [] (the "**Service Provider**").

RECITALS

Whereas

- (A) On [] Mutual Energy Limited placed an advertisement on its website (the "**Notice**") seeking expressions of interest from economic operators for the provision of Penetration Testing and Cyber Security Advisory Services (the "**Services**") and invited selected parties to participate in the tender process, under a framework agreement.
- (B) Whilst the tender process was conducted by Mutual Energy Limited, the contracting party is Interconnector Services Limited (ISL) the Employer. The Employer is a private limited company and a wholly owned subsidiary of Mutual Energy Limited. The Employer exists to contract services which are shared across the three operating companies of the Mutual Energy Group (being Premier Transmission Limited, Belfast Gas Transmission Limited and West Transmission Limited) and can therefore be procured through a single contract and managed by one management team.
- (C) The Service Provider submitted its tender on [] (the "**Tender**").
- (D) On the basis of the Tender the Employer selected the Service Provider to enter into this Framework Agreement.
- (E) The Framework Agreement will be available for use by the Employer to procure Call-off Contracts with the appointed service provider for the provision of the Services and the Service Provider has agreed to enter into this Framework Agreement with the Employer for the provision of the Services, on the terms and conditions set out in this Framework Agreement, which the Service Provider hereby accepts.
- (F) Whilst it is anticipated that the Employer will directly award Call-off Contracts to a contractor who fulfils all the stated requirements to the Employer's satisfaction, the Employer reserves the right, at its sole direction, to undertake mini-competitions to award Call-off Contracts from the Framework Agreement.
- (G) The contractor selected as a result of a direct award or any mini-competition will be required to enter into a Call-off Contract with the Employer.
- (H) The Parties acknowledge that this Framework Agreement does not provide any form of guarantee of work and that the Employer has not given a commitment to use the Service Provider; accordingly these arrangements are speculative in nature.

In consideration of the sum of one pound (£1) paid by the Employer to the Service Provider (receipt of which is acknowledged) the Parties have agreed the following provisions of this Framework Agreement.

9. DEFINITIONS

Unless the context otherwise requires, the following words and phrases, where they appear in capitalised form in this Framework Agreement, shall have the meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
"Affiliate"	in relation to either Party, a subsidiary or a holding company of such Party or any other subsidiary of that holding company;

<i>Word or phrase</i>	<i>Meaning</i>
"Call-off Contract"	the Employer's form of agreement for the provision of Tasks to be used for each call-off set out at Annex 2 to be issued by the Employer when calling-off any Tasks, the execution of which by the Service Provider constitutes a legally binding contract for the provision of the specified Tasks;
"Employer"	the person named as Employer at the beginning of this Framework Agreement (and also defined as the Company in the Call-off Contract) and such person's successors in title
"Employer Refusal"	where the Employer may refuse to accept the inclusion of personnel on the project, due to the individual(s) in question not meeting the requirements of a particular grade of Service Provider Personnel;
"Enquiry"	a request in the form set out at Annex 1 by the Employer to the Service Provider indicating that the Employer wishes to call-off the provision by the Service Provider of specified Tasks;
"Enquiry Response Time"	14 days;
"Framework"	a framework of contractors established by the Employer to which the Service Provider has been appointed by this Framework Agreement;
"Framework End Date"	[] (as may be extended in accordance with this Framework Agreement) or the Termination Date, whichever is the earlier;
"Framework Objectives"	see Clause 16;
"Framework Start Date"	[];
"Framework Term"	the period between the Framework Start Date and the Framework End Date or the Termination Date, whichever is the earlier;
"Hourly Rates"	the Hourly Rates set out by the Service Provider at Annex 3
"Notice"	the original advertisement from Mutual Energy Limited relating to expressions of interest for the provision of Penetration Testing and Cyber Security Advisory Services
"Parties"	the Employer and the Service Provider together;
"Party"	either the Employer or the Service Provider;
"Pricing Schedule"	the pricing schedule set out at Annex 3;
"Scheme"	Part 1 of the Schedule to the Scheme for Construction Contracts in Northern Ireland Regulations (Northern Ireland) 1999;
"Service Provider"	the person named as Service Provider at the beginning of this Framework Agreement and such person's successors in title;

<i>Word or phrase</i>	<i>Meaning</i>
"Service Provider Personnel"	any and all persons engaged by the Service Provider in connection with any Tasks and any further persons engaged by such persons in connection therewith;
"Services"	the provision of Penetration Testing and Cyber Security Advisory Services
"Tasks"	the tasks to be covered by this Framework Agreement, including the Services;
"Tender"	The Tender submitted by the Service Provider relating to the provision of Penetration Testing and Cyber Security Advisory Services
"Termination Date"	the date on which this Framework Agreement is terminated pursuant to Clause 29;

10. INTERPRETATION

10.1 This Framework Agreement shall be construed in accordance with the rules of interpretation set out in Clause 10.2 of this Framework Agreement and the defined words and phrases listed in Clause 9.

10.2 In this Framework Agreement, unless the context otherwise requires:

10.2.1 the headings are included for convenience only and shall not affect the interpretation of this Framework Agreement;

10.2.2 the singular includes the plural and vice versa;

10.2.3 a gender includes any other gender;

10.2.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;

10.2.5 a reference to a statute, statutory instrument or other subordinate legislation ("**Legislation**") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and

10.2.6 a reference to specific standards, codes of practice, guideline, rules and/or schemes shall be construed as including all amendments, modifications, supplements, re-drafts and/or substitutes thereto.

11. THE ROLE OF THE FRAMEWORK AGREEMENT

3.1 The main aims of this Framework Agreement are to:

3.1.1 establish a relationship between the Parties and other contractors to complete Tasks on behalf of the Employer or other contracting authorities pursuant to Call-off Contracts; and

3.1.2 provide a mechanism for the Tasks to be called-off and carried out and also to provide a supplemental and complementary framework of provisions designed to encourage the Parties to work with each other in an open, co-operative and collaborative manner and in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.

12. INITIAL STAGE AND PRE-ENGAGEMENT DISCUSSIONS

12.1 The Service Provider shall, at the oral or written request of the Employer, discuss (or where appropriate meet), with the Employer such initial pre-engagement matters as the Employer requires; the Service Provider shall

make no charge for these discussions or work carried out under this heading. It is not intended that the Employer will make unreasonable levels of requests for discussions or work and a request under this Clause 12.1 shall in no case mean that further related work shall be awarded to the Service Provider. Subject to agreement the Employer shall place a Call-off Contract with the Service Provider in accordance with the terms of this Framework Agreement.

13. **OPERATION OF THE FRAMEWORK**

13.1 The Employer makes no representation or guarantee that he will call-off any Tasks to be carried out by the Service Provider. The Service Provider acknowledges and agrees that the Employer shall not be liable for any loss of any nature whatsoever which may be sustained by the Service Provider in the event that the Employer decides not to award a Call-off Contract to the Service Provider.

13.2 Not used

13.3 When the Employer wishes to call-off the provision of Tasks by the Service Provider, by direct award, he will issue an Enquiry to the Service Provider.

13.4 The Service Provider will consider the Enquiry and shall respond to the Employer with a price for the Tasks and any other information requested within the Enquiry Response Time.

13.5 The pricing of the Tasks shall be undertaken pursuant to the terms of Clause 14.

13.6 Not used.

13.7 Following receipt of the Service Provider's response to the Enquiry the Employer may accept or reject it, as a direct award. If the Employer selects the Service Provider as a result of a direct award he will be required to enter into a Call-off Contract with the Employer and the Employer shall issue a completed Call-off Contract in duplicate to the Service Provider instructing the Service Provider to carry out and complete the Tasks.

13.8 Upon receipt of a completed Call-off Contract the Service Provider will:

13.8.1 return one copy of the Call-off Contract to the Employer duly executed; and

13.8.2 carry out and complete the Tasks in accordance with this Framework Agreement, the Call-off Contract.

14. **PRICING**

14.1 The pricing of the Tasks shall be calculated in accordance with the hourly rates set out in the Pricing Schedule (the "**Hourly Rates**").

14.2 Whilst the Service Provider shall be entitled to submit a tender containing reduced hourly rates, the Service Provider shall not be entitled, subject to Clause 15, to increase the Hourly Rates at any time throughout the Framework Term.

14.3 Accordingly, the Hourly Rates shall be, subject to Clause 15, the maximum hourly rates that may be used by the Service Provider throughout the Framework Term.

15. **INFLATIONARY ADJUSTMENT**

15.1 For the avoidance of doubt, this Clause 15 represents the only mechanism by which the Hourly Rates may be increased throughout the Framework Term.

15.2 Not used.

15.3 There will be annual inflationary adjustments, to the Hourly Rates, each year of the Framework Term. The Hourly Rates will be subject to an inflationary adjustment equivalent to the percentage increase of the Consumer Prices Index between the index published:

15.3.1 in the case of the second year of the Framework Term, for the month which is two months before the date of commencement of services, of the Framework Start Date and the index published for the month which is two months before the first anniversary of the Framework Start Date; and

15.3.2 each subsequent year within the initial term of the agreement will use the same methodology for annual inflationary adjustments, referencing the appropriate year

15.4 In the event that the Framework Term is extended beyond the initial three-year term pursuant to Clause 29, the inflationary adjustment mechanism as set out in Clause 15.3 shall apply to each year of the extended term.

15.5 If the inflationary adjustment calculated pursuant to Clause 15.3 should be a negative number, the inflationary adjustment shall be deemed to be zero.

15.6 For the avoidance of doubt, the Service Provider should tender based on the hourly rates current at the date of the relevant Enquiry.

16. THE FRAMEWORK OBJECTIVES

16.1 The Framework Objectives are as follows:

16.1.1 successful completion of the assigned testing requirements;

16.1.2 minimising disruption to the day-to-day functioning of activities on the Employer's assets through the implementation of appropriate industry standards, as advised by the Service Provider;

16.1.3 expanding the understanding and knowledge of the Employer on all issues relating to Cyber Security;

16.1.4 teamworking and collaboration between the Employer and Service Provider;

16.1.5 the avoidance of disputes;

16.1.6 Employer satisfaction with product and service; and

16.1.7 enhancement of the Service Provider's reputation and commercial opportunities.

16.2 The Service Provider's contribution to progress in achieving certain of the Framework Objectives will be monitored and periodically assessed in the manner indicated in Clause 28.

17. LEGAL STATUS OF FRAMEWORK AGREEMENT

The intention is that the provisions of this Framework Agreement will supplement and complement the provisions of the Call-off Contract and that where there is a conflict or discrepancy between this Framework Agreement and the Call-off Contract, the Parties will have full regard to the principles set out in Clause 11 with a view to resolving that conflict or discrepancy. However, in the event of a conflict or discrepancy between the Call-off Contract and the provisions of this Framework Agreement which cannot be resolved by reference to those principles, the conflicting/discrepant provisions of the Call-off Contract will prevail over the conflicting/discrepant provisions of this Framework Agreement and the Parties will be excused compliance with the conflicting/discrepant provisions of this Framework Agreement insofar as they apply or would otherwise have applied.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Without in any way detracting from or affecting any enforceable rights or benefits which third parties might have under or as a consequence of the Call-off Contracts and/or any collateral warranties provided, or to be provided, by the Parties pursuant to the Call-off Contracts, it is not intended that anything contained in this Framework Agreement should confer any enforceable rights or benefits upon third parties who are not parties to this Framework Agreement.

19. ORGANISATIONAL STRUCTURES AND DECISION MAKING

19.1 On or before the Framework Start Date each Party will provide the other Party with outline information setting out key details of their organisation and management with the aim that each Party will have sufficient details of the other in order to send or respond to an Enquiry or to call-off Tasks.

19.2 If and when requested by one Party following a Task being called-off, the other Party will provide a detailed organisation and management diagram setting out and explaining their own internal organisational and management structures in detail, including particulars of the roles, responsibilities and limits of authority of all key management personnel within that Party's organisation.

- 19.3 Where the further information referred to in Clause 19.2 is required each Party will promptly advise the other Party of any and all organisational and/or management changes within that Party's organisation and within a reasonable period of such changes will provide the other Party with a revised organisation and management diagram reflecting the changes.
- 19.4 Where the further information referred to in Clause 19.2 is required and to the extent the Tasks involve management personnel who do not feature on the organisation and management diagram, the Party responsible for such personnel will promptly advise the other Party of such persons' roles, responsibilities and limits of authority and the identity of the manager or managers on the organisation and management diagram to whom such personnel report. Where appropriate the organisation and management diagram will be revised to include such personnel.
- 19.5 Where and whenever decisions need to be made concerning the Tasks the Parties will endeavour to ensure that those responsible, with authority to make such decisions, are fully briefed and on hand to make such decisions as appropriate.

20. COLLABORATIVE WORKING

- 20.1 The Parties will continually impress upon all personnel involved with the Tasks their keen desire to work with each other in an open, co-operative and collaborative manner and in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.
- 20.2 To this end, the Employer and the Service Provider agree that they will each report to the other, and will welcome any reports from the other, of any instances where the other Party's personnel have been particularly helpful and/or collaborative and any instances in which the other Party's personnel have not acted, or it is perceived that personnel have not acted, in an entirely open, co-operative or collaborative manner and/or in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.
- 20.3 The Parties will at all times endorse and support collaborative behaviour and address behaviour which is not collaborative.
- 20.4 The Service Provider shall, and shall ensure that all Service Provider Personnel shall also work with the personnel of other contractors employed by the Employer and/or any Affiliate of the Employer in an open, co-operative and collaborative manner and in a spirit of mutual trust and respect.

21. THE SERVICE PROVIDER PERSONNEL

- 21.1 The Service Provider will endeavour to see to it that all Service Provider Personnel are made aware of, understand and are prepared to embrace and adhere to the principles of collaborative working envisaged in this Framework Agreement. Where practicable and appropriate the Service Provider will engage Service Provider Personnel on terms which incorporate or reflect such principles.
- 21.2 In order to ensure that each Task is resourced appropriately and efficiently as possible with regard to the nature of the Services being provided, the Service Provider shall utilise the appropriate grade and number of Service Provider Personnel for each Task to be carried out throughout the Framework Term.
- 21.3 The Service Provider, in respect of each Call-off Contract:
- 21.3.1 shall nominate individuals with the necessary experience and expertise to meet the requirements of each grade of Service Provider Personnel set out in the Pricing Schedule;
 - 21.3.2 may, at any time throughout the term of the Call-Off Contract, nominate individuals either in addition to, or in replacement of, any individuals originally nominated pursuant to Clause 21.3.1; and
 - 21.3.3 shall provide details of the experience and expertise for each individual nominated pursuant to Clause 21.3.1 and/or 21.3.2 in a form acceptable to the Employer.
- 21.4 In the event that the Employer believes, having examined the information provided by the Service Provider pursuant to Clause 21.3, that any individual nominated for a certain grade of Service Provider Personnel does not meet the requirements of that grade:
- 21.4.1 the Employer may refuse to accept the individual in question as meeting the requirements of that grade of Service Provider Personnel (an "**Employer Refusal**");

- 21.4.2 in the event of an Employer Refusal, the Service Provider shall either (i) nominate the individual in question in a different grade or (ii) nominate a different individual for the grade in question; and
- 21.4.3 in the event that the Employer is still not satisfied with the individuals nominated in each grade, the Employer may either:
- (a) refuse to award the Call-off Contract to the Service Provider or terminate the Call-off Contract (as applicable); or
 - (b) repeat the process set out in this Clause 21.4.

21.5 The Service Provider will, where practicable and appropriate, endeavour to consult with and/or involve the Service Provider Personnel in relation to the following essential aspects of the Tasks:

- 21.5.1 design development;
- 21.5.2 project planning;
- 21.5.3 risk assessment and risk allocation;
- 21.5.4 health and safety assessments and planning;
- 21.5.5 assessing and improving upon environmental performance and sustainability and reducing environmental impact;
- 21.5.6 change control;
- 21.5.7 quality control;
- 21.5.8 early warning; and
- 21.5.9 problem solving.

22. **CONFIDENTIALITY**

- 22.1 Subject always to Clause 22.2 and save as may be strictly necessary for the proper performance of the Tasks, or as either Party may specifically consent to in writing, the Parties shall treat as confidential and shall not disclose to any person who is not a Party any information of a confidential nature relating to the other Party, this Framework Agreement, the Call-off Contracts and/or the Tasks which is disclosed to and/or acquired by the recipient of such information during the currency of the Framework Term.
- 22.2 The general prohibition on disclosure of confidential information set out in Clause 22.1 shall not apply to information which has ceased to be confidential and is in the public domain through no fault of the Parties nor to any disclosure which either of the Parties is required to make by law.
- 22.3 The Service Provider shall not, without the prior written consent of the Employer, publish alone or in conjunction with any other person any articles, illustrations, photographs or videos relating to any Tasks.

23. **RISK ASSESSMENT AND RISK ALLOCATION**

- 23.1 Where stated in an Enquiry, or otherwise agreed between the Parties, as part of the process of responding to an Enquiry the Service Provider will participate in an all party, pre-contract, collaborative risk analysis of the Tasks to which the Enquiry relates with a view to:
- 23.1.1 identifying significant potential risks involved in the Tasks the occurrence of which might have serious health and safety and/or environmental implications and/or a material adverse effect upon the out-turn cost, programme and/or quality of them;
 - 23.1.2 determining the likelihood of such risks occurring and the seriousness of the likely consequences thereof; and
 - 23.1.3 determining who is best able to manage such risks.

23.2 Having identified and provisionally graded and allocated significant potential risks, the Employer may draw up and circulate a risk allocation schedule or matrix recording the results and recommendations of the collaborative risk analysis.

23.3 The Parties will periodically review, update and where necessary revise the risk allocation schedule/matrices and integrated risk allocation and management strategies during the currency of the relevant Tasks.

24. **HEALTH AND SAFETY**

24.1 Without in any way detracting from or affecting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of the Call-off Contracts, the Parties will endeavour to establish and maintain in respect of all Tasks a culture and working environment in which health and safety is of paramount concern to everybody involved with the Tasks and health and safety takes precedence over all other considerations.

24.2 As a first step towards raising health and safety standards in respect of the Tasks, in addition to the specific health and safety requirements of the Call-off Contracts the Service Provider undertakes to:

24.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive for Northern Ireland;

24.2.2 ensure that all Service Provider Personnel receive comprehensive site specific health and safety induction training and regular refresher training;

24.2.3 ensure that all Service Provider Personnel have access, at all times, to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations (Northern Ireland) 2000; and

24.2.4 ensure that there is full and proper health and safety consultation with all Service Provider Personnel in accordance with the Health and Safety (Consultation with Employees) Regulations (Northern Ireland) 1996.

25. **CHANGE CONTROL PROCEDURES**

The Parties will endeavour to agree the cost, time, quality and performance implications of any and all changes/variations under the Call-off Contract in advance of the implementation of such changes/variations provided that such changes/variations remain compliant with the pricing terms as set out in Clause 14.

26. **EARLY WARNING**

Without in any way detracting from or affecting the particular notice requirements of the Call-off Contracts, each of the Parties will promptly warn the other Party in writing of any matter or concern of which he becomes aware which in that Party's reasonable opinion is likely to affect the out-turn cost or programme or the quality or performance of any Tasks.

27. **TEAM APPROACH TO PROBLEM SOLVING**

27.1 In the event of a technical and/or logistical problem with any Tasks, whatever the origins of the problem and whoever may be contractually responsible for the same, the Parties will work together to try and find a solution to the problem which is safe and environmentally sensitive; minimises the effect on the out-turn cost and/or programme and/or the quality and/or performance of the Tasks; and is acceptable to the Employer.

28. **PERFORMANCE INDICATORS**

28.1 The Service Provider's contribution to progress in achieving the Framework Objectives in the carrying out and completion of Tasks will, at the Employer's discretion and commensurate with the volume of work awarded to the Service Provider, be monitored and assessed by reference to the Framework Objectives and any further Performance Indicators stated or identified in the Call-off Contract.

28.2 The Service Provider will provide the Employer with such information and assistance as the Employer may reasonably require in order to assess the Service Provider's contribution to progress in achieving the Framework Objectives.

28.3 If deemed appropriate or necessary by the Employer, as soon as practicable following completion and handover of the relevant Tasks, the Employer will meet with the Service Provider to discuss the Service

Provider's performance and as soon as reasonably practicable following such meeting will, if deemed appropriate or necessary by the Employer, provide the Service Provider with a written report summarising the Employer's assessment of the Service Provider's performance against each of the Framework Objectives or the Performance Indicators (if any) and the basis of each such assessment.

- 28.4 In the event a report is prepared the Employer and Service Provider will jointly review the Employer's report with a view to:
- 28.4.1 identifying any aspects or elements of the Service Provider's performance which may have been overlooked;
 - 28.4.2 identifying any aspects or elements of the Employer's performance, which may have had an adverse effect upon the Service Provider's performance;
 - 28.4.3 ratifying the basis of assessment and, where applicable, scoring;
 - 28.4.4 identifying any particular aspects or elements of the Service Provider's and/or the Employer's performance which could be improved upon; and
 - 28.4.5 assessing whether the existing Performance Indicators have proved to be, and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of the Service Provider's contribution to progress in achieving the Framework Objectives.

29. **FRAMEWORK TERM**

- 29.1 The Framework shall commence on the Framework Start Date for the duration of the Framework Term and the Employer may at its sole discretion opt to extend the initial three year term by a further one year, on a rolling basis, up to a maximum extended term of two years.
- 29.2 If the Employer intends to extend the Framework Term, the Employer shall, no later than two (2) months before the Framework End Date and/or each anniversary thereof (should the Framework Term be extended pursuant to Clause 29.1), give written notice to the Service Provider that the Framework Term is extended by the period of time specified in the notice.
- 29.3 The:
- 29.3.1 Employer may terminate this Framework Agreement with immediate effect upon giving written notice of such termination to the Service Provider; or
 - 29.3.2 Service Provider may terminate this Framework Agreement by giving the Employer at least six (6) month's prior written notice of termination,
- provided that, subject to Clause 29.6, neither Party may give such notice at any time during the period of six (6) months from the Framework Start Date. Unless a notice given under Clause 29.3.2 is withdrawn before the notice period in such notice expires, this Framework Agreement will terminate upon expiry of such notice period.
- 29.4 Termination of this Framework Agreement will not in any way affect any Tasks that have been called-off before the Termination Date which the Parties will continue to perform as if the Framework Agreement had never been entered into.
- 29.5 Termination of this Framework Agreement will be without prejudice to any rights and/or remedies which may have accrued due to either Party prior to the Termination Date.
- 29.6 Notwithstanding the provisions of Clause 29.3, the Employer may terminate this Framework Agreement at any time with immediate effect by written notice to the Service Provider if, in relation to this Framework Agreement or any other such contract, the Service Provider shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or having done any action in relation to the obtaining or execution of this Framework Agreement or any other contract with the Employer, or for showing favour or disfavour to any person in relation to this Framework Agreement or any other contract with the Employer or if such acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Service Provider) or if, in relation to this Framework Agreement or any other contract with the Employer, the Service Provider or any person employed by it or acting on its behalf shall have committed an offence under the Bribery Act 2010.

30. SETTLEMENT OF DISPUTES

- 30.1 Should any dispute or difference arise between the Parties under or in relation to this Framework Agreement:
- 30.1.1 where such dispute or difference involves matters which arise under and/or relate to any Tasks, such dispute or difference shall be resolved in accordance with the dispute resolution provisions of the relevant Call-off Contract;
 - 30.1.2 where the dispute or difference involves matters which arise under and/or relate to more than one Task the Parties shall be at liberty to agree that the dispute or difference shall be resolved together in accordance with the dispute resolution provisions of the Call-off Contract under which the Tasks were called-off;
 - 30.1.3 where the dispute or difference relates solely to this Framework Agreement and does not involve matters which arise under and/or relate to any Tasks then the dispute or difference shall, subject to Clause 31, and without affecting the Parties' statutory right to refer a dispute to an adjudicator, be referred to the Courts of Northern Ireland (the "**Court**").

31. MEDIATION

- 31.1 Where a dispute or difference arises which relates solely to this Framework Agreement then either Party may suggest to the other that the dispute or difference be resolved by way of mediation and, upon being requested so to do, the other Party shall, within seven (7) days, indicate whether or not he consents to such mediation.
- 31.2 The mediator or method of selecting the mediator shall be a matter for agreement between the Parties and the aim of any mediation conducted shall be a consensual but binding settlement of the dispute or difference in question.

32. APPLICABLE LAW AND JURISDICTION

This Framework Agreement shall be governed by and construed in accordance with the law of Northern Ireland and the courts of Northern Ireland shall have jurisdiction over any dispute or difference that may arise.

IN WITNESS WHEREOF THIS FRAMEWORK AGREEMENT WAS EXECUTED AS A DEED BY THE PARTIES ON THE DATE FIRST WRITTEN ABOVE.

EXECUTED as a Deed by **INTERCONNECTOR SERVICES (NI) LIMITED** acting by two Directors or a Director and the Secretary:-)

)

)

Director

Director/Secretary

EXECUTED as a Deed by **[SERVICE PROVIDER]** acting by two Directors or a Director and the Secretary:-)

)

)

Director

Director/Secretary

ANNEX 1

ENQUIRY

[To be written on the headed paper of Interconnector Services (NI) Limited]

[Address of Service Provider]

[Date]

Dear Sirs

Tasks to be carried out under Framework Agreement between us dated [Insert Date] (the "Framework Agreement")

We refer to the Framework Agreement. Where the context so allows, terms used in this Enquiry shall bear the same meaning as in the Framework Agreement.

In accordance with the Framework Agreement we enclose the following details relating to specific Tasks that we are considering calling-off:

We also enclose draft of the Call-off Contract setting out the specific details applicable to the relevant Tasks, which should be read in conjunction with the Call-off Contract.

Please let us have your proposals for the pricing of these Tasks in accordance with Clause 14 of the Framework Agreement.

Yours faithfully

INTERCONNECTOR SERVICES (NI) LIMITED

SERVICE AGREEMENT made this [●] day of [●] 2018

BETWEEN:

- (1) **INTERCONNECTOR SERVICES (NI) LIMITED** a company registered in Northern Ireland (Company Registration Number NI058161) whose registered office is at First Floor, The Arena Building, 85 Ormeau Road, Belfast, BT7 1SH (the "**Company**"); and
- (2) [●] a company registered in [●] (Company Registration Number [●]) whose registered office is at [●] (the "**Service Provider**").

WHEREAS:

The Company has selected the Service Provider to provide the Services set out in Schedule 1 and the Service Provider is willing and able to provide the Services in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:-

1. Definitions and Interpretations

1.1 Definitions

"**Agreement**" means the agreement between the Company and the Service Provider for the supply of the Services.

"**Authority**" means the Northern Ireland Authority for Utility Regulation (or its successor or replacement) or any other person acting on its behalf.

"**Best Industry Practice**" means the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the term, the pricing structure and any other relevant factors.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in the United Kingdom when banks in London, Belfast, Cardiff or Edinburgh are open for business.

"**Charges**" means the charges payable by the Company for the supply of the Services by the Service Provider, as set out in Schedule 2.

"**Claims**" means claims, liens, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs or losses, expenses or causes of action of whatever nature, including without limitation, those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assignees.

"**Company Group**" means the Company and any Group Company, co-licensees and their contractors or subcontractors and agents and its or their employees, directors and/or officers.

"**Company Materials**" means all designs, models, materials, drawings, equipment, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, manuals, photographs, negatives, tapes, discs, software, computer files, specifications, tools or data or any other similar items.

"**Company Representative**" means the person so designated by the Company plural and vice versa.

1.2.6 A reference to one gender shall include a reference to the other genders.

1.2.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any

from time to time.

"**Conflicting Arrangement**" means an arrangement for the provision of goods or services to (and/or the entry into any business dealings with) the Authority or any business concern or individual which is (or is likely to be) in competition with any member of the Company Group.

"**Control**" shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression "change of Control" shall be construed accordingly.

"**Construction Industry Scheme**" means the provisions of Chapter 3 of Part 3 of the Finance Act 2004 (Construction Industry Scheme) together with any regulations made pursuant to these provisions, including the Income Tax (Construction Industry Scheme) Regulations 2005.

"**Documents**" means the drawings, designs, details, specifications, calculations and other documents which have been or are prepared by or on behalf of the Service Provider relating to the Services and any designs produced by the Service Provider in connection with the Services.

"**Due Skill and Care**" means all due expedition and diligence, in a good and workmanlike manner in accordance with the provisions of this Agreement and to the appropriate standard of skill, care and attention to be expected of a competent fully qualified and recognised service provider, contractor or professional within the Service Provider's industry, trade or profession (as the case may be) experienced in carrying out services like those undertaken by the Service Provider for services of a similar nature, value, complexity and timescale to the Services.

"**Framework Agreement**" means the framework agreement between the Company and the Service Provider pursuant to which this Agreement has been entered into.

"**Group Company**" means any subsidiary or holding company of the Company or any subsidiary of that holding company.

"**Insolvent**" shall have the meaning as set out in Article 12 of the Construction Contracts (Northern Ireland) Order 1997 (as amended).

"**Legislation**" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any statutory provision as defined by the Interpretation Act (Northern Ireland) 1954, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant body without prejudice to the Service Provider's continuing obligation to ensure that the sub-let and/or delegated Services are and continue to be performed at all times in accordance with the requirements of this Agreement.

court of law, or directives or requirements or any regulations of any local authority or body having authority whether in force at the date of signing this Agreement or enacted subsequently.

"**Mutual Energy H&S Policy Documents**" means the Mutual Energy Limited Minimum Requirements for Contractors (MEL HSG-007 Issue 1.0) issued on 2 July 2015 as set out at Schedule 3 (as may be amended and updated from time to time).

"**Schedule**" means a schedule to this Agreement.

"**Service Provider Personnel**" means the employees, directors and/or officers and Subcontractors (of any tier) employed, engaged or provided by or on behalf of the Service Provider under this Agreement.

"**Service Provider's Representative**" means the person so designated by the Service Provider from time to time.

"**Services**" means the services to be provided by the Service Provider pursuant to this Agreement, as described in Clause 8 and set out in Schedule 1.

"**Services Commencement Date**" means the date for the commencement of the Services set out in Schedule 1.

"**Subcontractor**" means any subcontractor and/or supplier to the Service Provider of any tier without limitation.

1.2 Interpretation

1.2.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.2.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.

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

1.2.5 Words in the singular shall include the (Management) Regulations 2015 as appropriate (the "**CDM Regulations**") and the applicable law relating to health and safety.

7.2 To the extent that the Services require the Service Provider to act as a principal

amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2.8 The terms "holding company" and "subsidiary" shall have the meaning ascribed to such expressions by section 1159 of the Companies Act 2006.

1.2.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.2.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

1.2.11 References to clauses and schedules are to the clauses and schedules of this Agreement.

1.2.12 Where there is any conflict or inconsistency between the provisions of this Agreement, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of this Agreement; and
- (b) the schedules to this Agreement.

2. Commencement Date

2.1 This Agreement shall commence on the Services Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the completion of the Services in accordance with the agreed programme and dates as set out in Schedule 1.

2.2 The parties hereby agree that this Agreement governs all services provided by the Service Provider whether before or after the date hereof.

3. Assignment

3.1 This Agreement is personal to the Service Provider and the Service Provider without prior written agreement may not assign or delegate the obligations under this Agreement to any person.

3.2 The Company may assign the benefit of this Agreement.

3.3 The Service Provider shall not be entitled to contend that any person to whom this Agreement is assigned in accordance with Clause 3.2 is precluded from recovering under this Agreement any loss incurred by such assignee resulting from any breach of this Agreement (whenever happening), by reason that such person is an assignee and not a named promisee under this Agreement.

4. Subcontracting

4.1 The Service Provider shall not sub-let or delegate the whole or any part of his duties under this Agreement without the Company's prior written consent.

4.2 Where the Company consents to the sub-letting or delegation of the whole or any part of the Service Provider's duties under this Agreement such consent shall

4.3 The Service Provider shall remain liable for all acts and omissions of the Subcontractors as if they were its own.

5. Conflicts

5.1 The Service Provider shall promptly (and in any event within five (5) Business Days) issue a notice to the Company if, in the reasonable opinion of the Service Provider, it is likely to enter into a Conflicting Arrangement (a "**Conflicting Arrangement Notice**").

5.2 The Company may, within ten (10) Business Days of receipt of a Conflicting Arrangement Notice, issue a notice to the Service Provider requiring that the Service Provider does not enter into such Conflicting Arrangement.

5.3 In the event that:

5.3.1 notice is provided to the Service Provider in accordance with Clause 5.2; and

5.3.2 the Service Provider subsequently enters into such a Conflicting Arrangement, the Company may terminate this Agreement in accordance with Clause 19.

6. Skill and Care

6.1 The Service Provider warrants to the Company that it shall carry out the Services with all Due Skill and Care.

6.2 Without affecting Clause 6.1, and to the extent that it takes responsibility for the same in respect of the Services, the Service Provider undertakes and warrants to the Company that it:

6.2.1 has designed, or will design; and

6.2.2 has selected, or will select, goods, materials, plant and equipment for use in the Services, with all Due Skill and Care, and that it has not and will not specify or use anything in the provision of the Services, which, at the time of specification or use with all Due Skill and Care, and that it has not and will not specify or use anything in the provision of the Services, which, at the time of specification or use: (a) do not conform with British and European Standards or Codes of Practice current at the date of use or which contravene the recommendations of the publication "Good Practice in the Selection of Construction Materials" (British Council for Offices, 2011); or (b) are generally known within the Service Provider's profession to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of the building or structure.

6.3 If the Company notifies the Service Provider of any deficiency in the Services, which in the reasonable opinion of the Company is attributable to the Service Provider, the Service Provider shall, without prejudice to the Company's other rights, promptly remedy the deficiency in the Services as required by the Company. All costs of such remedy shall be borne by the Service Provider. If the Service Provider fails to remedy the deficiency promptly in accordance with the Company's notice, the Company may remedy or cause to be remedied any deficiency at the Service Provider's cost.

7. CDM Regulations

7.1 To the extent relevant to the Services, the Service Provider shall provide the Services in accordance with the CDM Regulations (Northern Ireland) 2016 and the Construction (Design and

contractor or principal designer, the Service Provider warrants and undertakes to the Company that it has competence and experience to fulfil the relevant role in accordance with the CDM Regulations.

8. Services

8.1 The Service Provider shall supply the Services to the Company in accordance with this Agreement and any further obligations set out at Schedule 1.

8.2 The Service Provider shall provide the Services in accordance with any programme for the timing and completion of the Services set out or referred to at Schedule 1.

8.3 In supplying the Services, the Service Provider shall:

8.3.1 ensure that the Services will comply with all planning agreements permissions and conditions and with all deeds and documents relating to the Services which shall have been brought to the attention of the Service Provider by the Company or anyone on behalf of the Company;

8.3.2 co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;

8.3.3 only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Service Provider's obligations are fulfilled;

8.3.4 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations arising out of this Agreement;

8.3.5 ensure that the Services conform in all respects with the service description set out in Schedule 1;

8.3.6 unless otherwise stated in Schedule 1, provide all equipment, tools, vehicles and other items required to provide the Services;

8.3.7 procure that it and the Service Provider Personnel comply with the Legislation;

8.3.8 observe all health and safety rules and regulations set out in Schedule 3 and security requirements that apply at any of the Company's premises;

8.3.9 hold all Company Materials in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;

8.3.10 not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

8.3.11 notify the Company in writing immediately upon the occurrence of a change of control of the Service Provider; and

8.3.12 to the extent that the Service Provider takes responsibility for any design in respect of the Services, obtain the Company's written consent prior to making or permitting

any material change in the designs and specifications for the provision of the Services after they have been settled or approved.

9. Company's Obligations

9.1 The Company shall:

9.1.1 co-operate with the Service Provider in matters relating to the Services;

9.1.2 provide such access to the Company's premises, data and facilities as may reasonably be requested by the Service Provider and agreed with the Company in writing in advance, for the purposes of the Services; and

9.1.3 provide such information as the Service Provider may reasonably request and the Company considers necessary, in order to carry out the Services in a timely manner.

10. Service Provider Personnel

10.1 The Service Provider shall provide Service Provider Personnel necessary to carry out the Services and shall be responsible for procuring that the Service Provider Personnel are fully aware of and abide by all the provisions of this Agreement that relate to them.

10.2 The Service Provider shall be entirely responsible for the compliance by the Service Provider Personnel with the provisions of this Agreement. If the Service Provider shall at any time be dissatisfied for any reason with the performance of any member of the Service Provider Personnel, the Service Provider shall, if the Company so requires, cease to engage such person in the carrying out of the Services and promptly provide a suitable substitute at no additional cost to the Company.

11. Site Attendances

11.1 Subject to the Service Provider's compliance with the requirements stated in Clause 11.2 below, certain Service Provider Personnel are authorised to enter the Site for the purposes of carrying out the Services.

11.2 The Service Provider Personnel are not entitled to enter the Site for the purposes of the Services unless, prior to entering the Site:-

11.2.1 the Service Provider notifies the Company as soon as reasonably practicable of the requirement for the Service Provider Personnel to enter the Site;

11.2.2 the Service Provider obtains authorisation to enter the Site from the Company; and

11.2.3 the Service Provider ensures that any individuals to whom access is given pursuant to this Clause shall comply with (i) the Mutual Energy H&S Policy Documents and (ii) all reasonable directions given by the Company as to general safety and Site security requirements.

12. Status of the Company and the Contractor

12.1 In performing the Services, the Service Provider shall act as an independent contractor, maintaining complete employer control over the

Service Provider Personnel. The Service Provider shall be responsible for and shall be liable for, indemnify, defend and hold harmless the Company against all wages, fees, contributions, insurances, charges and taxes required by Legislation to be paid by an employer in respect of the Service Provider Personnel and/or the Services and shall procure that all appropriate deductions are made in respect of income tax (including but not limited to PAYE or any equivalent thereto applicable), employees' social security and other contributions.

12.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13. Title to Company Materials

13.1 Title to any goods or in any physical media or other materials relating to the Services shall pass to the Company on the earlier of their delivery to the Company or payment of the Charges for them free from all liens, charges and encumbrances.

13.2 All Company Materials are the exclusive property of the Company.

14. Copyright

14.1 The Service Provider grants to the Company a perpetual irrevocable, non-exclusive, transferable, royalty-free licence (such licence to remain in full force and effect notwithstanding the termination of this contract) to use and reproduce any of the Documents, the Intellectual Property Rights and all other rights in the products of the Services (including any goods, physical media or other material) for any purpose connected with the Services and to grant sub-licences in the terms of this licence but the copyright in the Documents shall remain vested in the Service Provider. The Service Provider is not liable for any use of the Documents for any purposes other than those for which the same are or were prepared. The Company shall on written request be entitled to be supplied by the Service Provider with copies of the Documents.

14.2 The Service Provider shall keep the Company indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Company as a result of or in connection with any claim brought against the Company for actual or alleged infringement of a third party's rights (including any copyright rights or Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Company and its licensees and sub-licensees.

14.3 Clause 14 shall survive termination of this Agreement.

15. Charges and Payment

15.1 In consideration for the provision of the Services, the Company shall pay the Service Provider the Charges in accordance with this Clause 15.

15.2 The fees payable for the Services provided by the Service Provider under this Agreement are set out in Part 1 of Schedule 2.

15.3 The Company will pay such fees in the manner set out in Part 2 of Schedule 2.

15.4 If at the Company's request the Service Provider undertakes any services additional to those covered by Schedule 1, or by reason of any design changes requested by the Company or

any other circumstances beyond the Service Provider's control the Service Provider is required to undertake significant extra work, provided the Service Provider notifies the Company before undertaking such work that the Service Provider may require an additional fee and the Company instructs the Service Provider to carry out the additional services, a fair and reasonable additional fee will be payable.

15.5 Subject to Clause 15.4 the fees payable to the Service Provider under Part 1 of Schedule 2 shall be the Service Provider's entire remuneration under this Agreement.

15.6 The Service Provider shall not be entitled to any compensation for the termination or suspension of the Service Provider's employment under this Agreement.

15.7 The Service Provider shall maintain records of all time spent by his professional and technical staff (including partners) in the performance of the Services by such staff under this Agreement.

15.8 The Service Provider shall from time to time upon request (and after as well as before the termination or conclusion of the Service Provider's employment under this Agreement) make the records referred to in Clause 15.7 available to the Company or his appointee for inspection and provide such copies as the Company may request.

15.9 All amounts payable by the Company exclude amounts in respect of VAT which the Company shall additionally be liable to pay to the Service Provider at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

15.10 Subject to its obligations under Schedule 2 Part 2 the Company may at any time, set off any liability of the Service Provider to the Company against any liability of the Company to the Service Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

16. Taxability

16.1 The Service Provider is responsible for all income tax liabilities and National Insurance or similar contributions in respect of payments under this subcontract.

16.2 The Service Provider indemnifies the Company in respect of any claims that may be made by any relevant authorities against the Company in respect of income tax or National Insurance or similar contribution relating to the subcontract works.

16.3 At the same time as executing this subcontract, the Service Provider shall provide to the Company its unique taxpayer reference and shall at all times comply with the requirements of the Construction Industry Scheme.

16.4 In the event that the Service Provider becomes de-registered for VAT, the Service Provider shall notify the Company immediately in any event in advance of receipt of the Company's payment notice pursuant to Schedule 2.

17. Consequential Loss

17.1 Notwithstanding any other provisions of this Agreement the Company shall not be liable to the Service Provider, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 17.1.1 loss of profits;
- 17.1.2 loss of sales or business;
- 17.1.3 loss of agreements or contracts;
- 17.1.4 loss of anticipated savings;
- 17.1.5 loss of use or corruption of software, data or information;
- 17.1.6 loss of damage to goodwill; and
- 17.1.7 any indirect or consequential loss.

18. Insurance

The Service Provider shall effect and maintain the insurances in accordance with Schedule 1.

19. Termination

19.1 Without affecting any other right or remedy available to it, the Company may terminate this Agreement with immediate effect by giving written notice to the Service Provider if the performance of the Service Provider is not to the reasonable satisfaction of the Company.

19.2 The Company may also terminate the Service Provider's employment under this Agreement at any time upon seven days notice in writing to the Service Provider, if:

19.2.1 there is a change of Control of the Service Provider;

19.2.2 the Service Provider enters into a Conflicting Arrangement pursuant to Clause 5.3;

19.2.3 the Framework Agreement is terminated in accordance with its terms; or

19.2.4 the Company elects to terminate this Agreement pursuant to Clause 13.4.3 of the Framework Agreement.

19.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

19.3.1 either party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or

19.3.2 either party becomes Insolvent; or

19.3.3 the Service Provider commits a breach of Legislation; or

19.3.4 the Service Provider commits a breach of its obligations under Clause 22 (Bribery Act).

19.4 Termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

19.5 If the Company exercises its rights to terminate pursuant to 19.3.1, 19.3.2, 19.3.3 or 19.3.4, the Service Provider shall be responsible for, indemnify, defend and hold the Company harmless (irrespective of the negligence or breach of duty (statutory or otherwise) of the Company or the Company Group) against any additional costs incurred by the Company in connection with this Agreement shall not exceed the total value of the Charges in respect of this Agreement, other than for:

completing or arranging for the completion of the Services.

19.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

20. Confidentiality

20.1 Save as required by law or as may be necessary for the proper performance of its duties the Service Provider shall not during the employment of the Service Provider under this Agreement or following termination of its employment hereunder disclose to any third party or make use of any information relating to the Services.

20.2 The Service Provider shall not, without the prior written consent of the Company, publish alone or in conjunction with any other person any articles, illustrations, photographs or videos relating to the Services.

21. Dispute Resolution Procedure

21.1 In relation to any legal action, dispute, difference or proceedings arising out of or in connection with this Agreement (whether arising out of or in connection with contractual or non-contractual obligations) the Service Provider and the Company shall attempt in good faith to resolve such dispute or difference promptly through negotiations between their respective senior executives having authority to settle the same.

21.2 Subject to Clause 21.1 above, and without affecting the Parties' statutory right to refer a dispute to an adjudicator, the parties agree that, unless otherwise agreed between the parties all differences or disputes of whatever nature arising under this Agreement shall be referred to the Courts of Northern Ireland (the "Court").

21.3 Unless the Service Provider determines or suspends the operation of this Agreement the Service Provider shall be obliged to continue to perform and complete the Services during the course of any proceedings.

22. Bribery Act

22.1 The Service Provider shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

22.1.1 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

22.2 The Service Provider is liable for and is to indemnify the Company against all payment, loss, damage, action, cost, fines, financial penalty or expense of whatsoever nature paid made or incurred by the Company arising out of or in connection with any breach by the Service Provider of its obligations, representations and/or warranties under this Clause 22.

23. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

25. Waiver

25.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

25.1.1 waive that or any other right or remedy; or

25.1.2 prevent or restrict the further exercise of that or any other right or remedy.

26. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

27. Notices

27.1 Any notice to be served under this Agreement must be in writing and must be served by hand or by registered post or recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served.

Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two days after posting, excluding Saturdays, Sundays and statutory holidays.

27.2 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

28. Liability Period

No action or proceedings for any breach of this Agreement shall be commenced against the Service Provider after the expiry of 6 years from (i) the date of completion of the works or services to which the Services relate or (ii) the date that the Service Provider last carried out Services under this Agreement (whichever is later).

29. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.

30. Counterparts

30.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

31. Governing Law

This Agreement and any non-contractual obligations in connection with this Agreement is subject in all respects to the law of Northern Ireland.

32. Limitation on Liability

The Service Provider's liability under or in

32.1 claims in respect of fraud, death or personal injury; or
32.2 claims covered by insurance policies which the Service Provider maintains or is required by this Agreement or law to maintain insurance for insurance for
in respect of which this limitation shall not apply.

SIGNED for and on behalf of
INTERCONNECTOR SERVICES (NI) LIMITED
acting by:-

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Director

Name (printed)

SIGNED for and on behalf of
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acting by:-

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Director

Name (printed)

SERVICES

PART 1 SERVICES

[NOTE: FOR EACH CALL-OFF, THE COMPANY SHALL INSERT A FULL DESCRIPTION AND DETAILS OF THE SERVICES, INCLUDING DETAILS OF THE APPLICABLE PROGRAMME OR AGREED TERM FOR THE SERVICES INCLUDING THE SERVICES COMMENCEMENT DATE AND DURATION OF TERM/THE SERVICES END DATE]:

PART 2 INSURANCES

- 1.1 The Service Provider shall effect and maintain the following insurances:
- 1.1.1 [employer's liability insurance for an amount not less than [£●]];
 - 1.1.2 [public liability insurance for an amount not less than [£●]];
 - 1.1.3 where applicable, motor vehicle insurance in respect of vehicles used by Service Provider Personnel in the performance of the Services; and
 - 1.1.4 professional indemnity insurance for an amount not less than [£●] on the terms set out below ("**Professional Indemnity Insurance**") (together the "**Insurances**").
- 1.2 Save as for the Professional Indemnity Insurance (in respect of which the requirements are set out below), the Insurances shall be maintained for the duration of the Services.
- 1.3 The Service Provider shall maintain Professional Indemnity Insurance:
- 1.3.1 upon customary and usual terms and conditions prevailing for the time being in the insurance market, and shall be provided by reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount of not less than [£[] million pounds for any one occurrence or series of occurrences arising out of any one event] for a period beginning now and ending 12 years after (i) the date completion of the Services or (ii) the date that the Service Provider last carried out the Services under this Agreement (whichever is later), provided always that such insurance is available at commercially reasonable rates. The said terms and conditions shall not include any term or condition to the effect that the Service Provider must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930, or any amendment or re enactment thereof.
 - 1.3.2 The above obligations in respect of Professional Indemnity Insurance shall continue notwithstanding termination of this Agreement for any reason whatsoever, including (without limitation) breach by the Company.

[NOTE: INSURANCE REQUIREMENTS TO BE SET FOR EACH CALL-OFF]

- 1.4 As and when reasonably requested to do so by the Company the Service Provider shall produce for inspection documentary evidence to demonstrate (to the Company's reasonable satisfaction) that the Insurances are being maintained.

PART 3 ADDITIONAL OBLIGATIONS

[NOTE: ADDITIONAL OBLIGATIONS OR PROVISIONS THAT ARE SPECIFIC TO THE SERVICES BEING PROVIDED TO BE INSERTED BY THE COMPANY]

SCHEDULE 2

PRICING SCHEDULE

PART 1

FEES

The Service Provider's fee will be the lump sum of £[] [(of which £[] has been paid and the Service Provider acknowledges receipt). The fee shall be paid in accordance with the provisions of Part 2 of this Schedule 2.

[NOTE: TO BE UPDATED AS APPROPRIATE TO REFLECT THE SERVICE PROVIDER'S FEE]

PART 2

PAYMENT OF FEES

Section A [Work Stage] [Instalment Date]

A.1

A.2

A.3

A.4

A.5

[NOTE: PAYMENT MILESTONES TO BE COMPLETED AS APPROPRIATE – THE COMPANY TO CONSIDER FOR EACH CALL-OFF WHETHER MILESTONE PAYMENTS OR PERIODIC PAYMENT DATES ARE TO APPLY AND AMEND THIS SECTION ACCORDINGLY]

Section B

- B.1 [The Service Provider shall upon or within 30 working days of the [Instalment Date] [completion of the relevant Work Stage] submit to the Company an application for payment specifying the sum that the Service Provider considers will become due at the Payment Due Date and the basis on which that sum is calculated (including any additional sums relating to the [Work Stage] [Instalment Date]) together with a VAT invoice for that sum (the "**Application for Payment**").]
- B.2 Payment of the sum specified in the Application for Payment shall be due 10 days after the date the Application for Payment, submitted in accordance to paragraph B.1, is received by the Company (the "**Payment Due Date**").
- B.3 No later than 5 days after the Payment Due Date the Company shall submit to the Service Provider a notice specifying the sum that the Company considers to be due at the Payment Due Date and the basis on which that sum is calculated (the "**Payment Notice**"). It is immaterial that the sum referred to in the Payment Notice may be zero.
- B.4 The Company shall, subject to any Pay Less Notice, pay the sum specified in the Payment Notice or, if no Payment Notice is issued by the Company pursuant to paragraph B.3, the amount stated in the Application for Payment (in either case the "Notified Sum"), within 25 days of the Payment Due Date (the "**Final Date for Payment**").
- B.5 If the Company intends to pay less than the "Notified Sum" the Company shall, not later than 1 day before the Final Date for Payment, give the Service Provider notice of that intention specifying:
- B.5.1 the sum which the Company considers to be due to the Service Provider at the date the notice is given; and
- B.5.2 the basis on which that sum is calculated;

(a "**Pay Less Notice**"). It is immaterial that the amount then considered to be due may be zero. Where a Pay Less Notice is given, the payment to be made on or before the Final Date for Payment shall not be less than the amount stated in the Pay Less Notice.

- B.6 If the Company fails to pay the amount due to the Service Provider by the Final Date for Payment the Company shall pay to the Service Provider in addition to the amount not properly paid simple interest thereon for the period until such payment is made. Payment of such simple interest shall be treated as a debt due to the Service Provider by the Company. The rate of interest payable shall be four per cent (4%) over the Base Rate of the Bank of England which is current at the Final Date for Payment.]

SCHEDULE 3

MUTUAL ENERGY POLICY DOCUMENTS

1. IT POLICY - V13 - REFRESH MAR 2018
2. SCADA SECURITY AND GENERAL USE POLICY

ANNEX 3
PRICING SCHEDULE

HOURLY RATES TABLE FOR STANDARD WORKING HOURS (0800 TO 1800 MON TO FRI)	
Grade	Hourly Rate
Primary Consultant (10 or more years' experience working within the IT Security Industry, ideally with knowledge of the energy industry)	£
Consultant (5-10 years' experience working within the IT Security Industry)	£
Project Manager / Project Administrator (5-10 years' experience as a Project Manager or within a Project Management Office)	£