

United Kingdom-London: Data collection and collation services

OJ S 106/2016 03/06/2016

**Contract notice
Services****Legal Basis:**

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Department of Energy and Climate Change

Postal address: 3 Whitehall Place

Town: London

NUTS code: UK United Kingdom

Postal code: SW1A 2AW

Country: United Kingdom

Contact person: Julia Sussams

E-mail: climatechange.statistics@decc.gsi.gov.uk**Internet address(es):**Main address: www.delta-esourcing.comAddress of the buyer profile: <https://www.gov.uk/government/organisations/department-of-energy-climate-change>**I.3. Communication**The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-London:-Data-collection-and-collation-services./2BJD827574>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <http://www.delta-esourcing.com>

Tenders or requests to participate must be submitted to the abovementioned address

I.4. Type of the contracting authority

Ministry or any other national or federal authority, including their regional or local subdivisions

I.5. Main activity

General public services

Section II: Object

II.1. Scope of the procurement**II.1.1. Title**

Contract to deliver the UK's National Atmospheric Emissions Inventory.

Reference number: TRN 1146/03/2016

II.1.2. Main CPV code

72314000 Data collection and collation services

II.1.3.

Type of contract

Services

II.1.4. Short description

To provide Greenhouse Gas (GHG) and Air Quality Pollutant Inventories to the UK Department of Energy and Climate Change (DECC) and the UK Department for the Environment Food and Rural Affairs (Defra), respectively. Together these inventories are known as the UK National Atmospheric Emissions Inventory, or NAEI. These inventories will enable the UK Government to better understand UK GHG and air quality pollutant emissions, track the effectiveness of policies designed to mitigate them and meet domestic and international reporting requirements.

For background information, the full specification and further information on this project please see the ITT.

II.1.5. Estimated total value

Value excluding VAT: 8 243 000,00 GBP

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

72316000 Data analysis services, 72322000 Data management services, 90714100 Environmental information systems, 90700000 Environmental services, 90711000 Environmental impact assessment other than for construction, 90711300 Environmental indicators analysis other than for construction, 90731100 Air quality management, 90740000 Pollutants tracking and monitoring and rehabilitation services

II.2.3. Place of performance

NUTS code: UK United Kingdom

Main site or place of performance: United Kingdom.

II.2.4. Description of the procurement

To provide Greenhouse Gas (GHG) and Air Quality Pollutant Inventories to the UK Department of Energy and Climate Change (DECC) and the UK Department for the Environment Food and Rural Affairs (Defra), respectively. Together these inventories are known as the UK National Atmospheric Emissions Inventory or NAEI. These inventories will enable the UK Government to better understand UK GHG and air quality pollutant emissions, track the effectiveness of policies designed to mitigate them and meet domestic and international reporting requirements.

DECC:

In order to meet UNFCCC and EU reporting obligations, as well as meet the needs of the UK Climate Change Act, the UK is required to produce an Inventory of GHGs by source and sink, covering the period 1990 to the latest Inventory year (current year — 2). This Inventory must adhere to UNFCCC reporting guidelines and IPCC (2006) methodological guidelines, and the compilation of the Inventory must meet the strict and challenging deadlines of the international reporting cycle. International Inventory submission will consist of a National Inventory Report (NIR) and Common Reporting Framework (CRF) data tables.

In addition to the Inventory itself, there will be a need to use and adapt the underlying database to meet a number of additional requirements:

— Data to support DECC's National Statistics on GHG emissions;

- Spatially distributed emissions maps;
- Local Authority emissions statistics;
- Devolved Administration GHG emissions inventories.

Defra:

The UK submits air quality emissions estimates on an annual basis to the EC, under the National Emissions Ceilings Directive (NECD) and the UNECE under the Convention on Long-Range Transboundary Air Pollution (CLRTAP). These submissions are supported by an Informative Inventory Report, detailing the methodologies used to derive the Inventory data. In addition, the Air Quality Pollutant Inventory helps Government track pollutant emissions (both now and in the future), and supports modelling of pollutant concentrations in order to measure compliance with air quality standards. Compilation has to be in line with UNECE good practice guidance and EMEP/EEA air pollutant emission inventory guidebook.

As with the GHG Inventory, there are additional requirements to be met:

- Data to support Defra's National Statistics on air pollutant emissions;
- Spatially distributed emissions maps;
- Devolved Administration air quality pollutant emissions inventories.

The contract is expected to run for 3 years 7 months with an option to extend for up to a further year (see additional info for more).

For background information, the full specification and further information on this project please see the ITT.

II.2.5. Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6. Estimated value

Value excluding VAT: 8 243 000,00 GBP

II.2.7. Duration of the contract, framework agreement or dynamic purchasing system

Duration in months: 55

This contract is subject to renewal: no

II.2.10. Information about variants

Variants will be accepted: no

II.2.11. Information about options

Options: no

II.2.13. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: no

II.2.14. Additional information

The Authority has a budget of 6 418 000 GBP, excluding VAT, based on a 3 years, 7 months-long Contract. This is the maximum value and the Authority will not accept a submission with a price that is greater than this value. In addition, Defra's individual maximum budget is 2 498 000 GBP, excluding VAT, while DECC's maximum budget is 3 920 000 GBP, excluding VAT. Defra and DECC will not accept a submission where their individual costs are higher than this budget. The compliance of bids with these cost ceilings will be evaluated on a pass/fail basis, as per Section 17 of the ITT. Bids will also be subject to an additional evaluation criterion that

allocates a score based on a comparison with the lowest price bid. This is also described in Section 17 of the ITT. The Contract may potentially be extended for up to a further 12 months at the end of this period, at the Authority's discretion.

For background information, the full specification and further information on this project please see the ITT.

DECC's Standard Terms and Conditions of Contract will apply to this Contract. These are attached to this Invitation to Tender in Annex A of the ITT.

In addition, the following clauses will also apply:

18. Indemnities and Insurance:

The following clauses are inserted:

(8) Subject to Condition 18(9) neither Party shall be liable to the other Party for any indirect, special or consequential loss; or any loss of profits, turnover, business opportunities or damage to goodwill.

(9) Notwithstanding Condition 18(8), the Contractor agrees that the Authority may, amongst other things, recover from the Contractor, the following losses incurred by the Authority to the extent that they arise as a result of the Contractor's default:

(a) Any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Contractor's default;

(b) Any wasted expenditure or charges;

(c) The additional cost of procuring alternative arrangements for the provision of the Services, which shall include any incremental costs associated with procuring such alternative arrangements above those which would have been payable under the Contract;

(d) Any compensation or interest payable to a third party by the Authority; and

(e) Any fine or penalty incurred by the Authority pursuant to law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

27. Intellectual Property Rights:

The existing clause (4) will be replaced with:

(4) The Contractor grants to the Authority a licence (or, if the Contractor is itself a licensee of those Intellectual Property Rights, a sub-licence) to use any pre-existing Intellectual Property Rights in any materials used by the Contractor in providing the Services or which the Authority reasonably requires in order to exercise its rights under and receive the benefit of the Contract. Such licence or sub-licence to be perpetual, worldwide, royalty-free and irrevocable and to include, without limitation, a right to reproduce, modify, adapt, enhance and sub-licence the material as the Authority sees fit.

The following clause is inserted:

(5) If the Contractor in providing the Services uses any materials in which there are pre-existing Intellectual Property Rights owned by its agents, sub-contractors or third parties it shall procure that, at no cost to the Authority, such agent, subcontractor or third party grants to the Authority a licence to use those pre-existing Intellectual Property Rights. Such licence to be perpetual, worldwide, royalty-free, irrevocable and to include, without limitation, a right to reproduce, modify, adapt, enhance and sub-licence the material as the Authority sees fit.

The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.

Section IV: Procedure

IV.1. Description

IV.1.1. Type of procedure

Open procedure

IV.1.3. Information about a framework agreement or a dynamic purchasing system

IV.1.8. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

IV.2. Administrative information

IV.2.1. Previous publication concerning this procedure

Notice number in the OJ S: [2016/S 050-083024](#)

IV.2.2. Time limit for receipt of tenders or requests to participate

Date: 08/07/2016 Local time: 12:00

IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.2.4. Languages in which tenders or requests to participate may be submitted

English

IV.2.6. Minimum time frame during which the tenderer must maintain the tender

Duration in months: 90 (from the date stated for receipt of tender)

IV.2.7. Conditions for opening of tenders

Date: 11/07/2016 Local time: 10:00

Place:

Department of Energy and Climate Change.

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.3. Additional information

The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

DECC's Standard Terms and Conditions of Contract will apply to this Contract. These are attached to this Invitation to Tender in Annex A of the ITT.

In addition, the following clauses will also apply:

18. Indemnities and Insurance:

The following clauses are inserted:

(8) Subject to Condition 18(9) neither Party shall be liable to the other Party for any indirect, special or consequential loss; or any loss of profits, turnover, business opportunities or damage to goodwill.

(9) Notwithstanding Condition 18(8), the Contractor agrees that the Authority may, amongst other things, recover from the Contractor, the following losses incurred by the Authority to the extent that they arise as a result of the Contractor's default:

(a) Any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Contractor's default;

- (b) Any wasted expenditure or charges;
- (c) The additional cost of procuring alternative arrangements for the provision of the Services, which shall include any incremental costs associated with procuring such alternative arrangements above those which would have been payable under the Contract;
- (d) Any compensation or interest payable to a third party by the Authority; and
- (e) Any fine or penalty incurred by the Authority pursuant to law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

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To respond to this opportunity, please click here: <https://www.delta-esourcing.com/respond/2BJD827574>

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GO Reference: GO-2016531-PRO-8291011.

VI.4. Procedures for review

VI.4.1. Review body

Official name: Department of Energy and Climate Change

Town: London

Postal code: SW1A 2AW

Country: United Kingdom

VI.5. Date of dispatch of this notice

31/05/2016