

Integrator Programme – Clarification Questions

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Version	Date Issued	Comments
1	14/3/2022	Includes responses to all project-specific questions and commercial questions. Responses to questions on the project contract will follow.
2	14/3/2022	All questions answered. Updates since V1 are to General Commercial and Contract Questions: Q7, 13, 15, 28 and 31

Clarification Questions

Tender: The Integrator - Roadmap to 'Power to X'

Number	Question	Response
1	Please confirm if the contractor will have access to the outputs of the other relevant Phase 2 projects (e.g. H2 Production)?	The Carbon Trust will oversee the delivery of all Integrator projects. Where there is potential overlap between projects we will facilitate discussions between project contractors to resolve this. However, given that all projects will be delivered in parallel, contractors should not expect outputs from other Phase 2 projects to feed into this project.
2	Should the technologies and scenarios investigated be at a certain technology readiness level or commercially viable within a specific time horizon?	No – there is no limitation on the TRL of technologies investigated. However, we would expect that more detailed information would be available about technologies closer to commercialisation.
3	Will the Integrator partners be available for interviews if necessary? This may be in the case where the partners have carried out related work in the past or have related projects in development.	Integrator partners may be available for interviews. Carbon Trust can help facilitate introductions with relevant people with Integrator partner companies, but we cannot guarantee availability for interview.
4	What is the UK / German split for this project?	The UK and German systems have equal importance in this project.

Number	Question	Response
5	<p>What do you mean by X. how do you interpret power-to-X. Do you include any of the following?</p> <ul style="list-style-type: none"> • Ammonia • Hydrogen • Other chemicals • Other fuels • Other gases (e.g. methane) • Electricity storage • Heating and heat storage • Cooling and cooling energy storage 	<p>Yes – any of the options listed could be classed as ‘Power to X’ for the purposes of this project.</p> <p>However, please note that the focus of this project is not the specifics of the Power to X technology itself (e.g. electrolyser or battery), rather the integration of those technologies with a grid connected windfarm. From a technology perspective a “black-box” approach should be adequate.</p>
6	Is battery storage included?	Yes – battery storage could be included as a technology in WP1
7	How far away from the site can they be located? Do the windfarm connections need to be linked directly to the X-production facility? Or could they be on the other side of the country?	There is no limit on the distance between the wind farm and the power-to-X technology. However, the Power-to-X arrangement must be directly beneficial to offshore wind integration.
8	WP1 – Scenario Development: In terms of options of other fuels will be this limited to NH3 or should options like methanol be considered?	See response to Q5 for this tender.
9	WP1 – Scenario Development: Is the contractor expected to arrange workshops/engagement between the integrator partners and potential offtakers?	No – Any stakeholder engagement should feed into the deliverables which are then presented to Integrator partners.

Number	Question	Response
10	WP2 - Barrier Identification: Is the Policy and Regulatory Framework only for Germany and UK or should this include European Union frameworks (if different from German local regulation/policy)	<p>In the main scope of the project, European Union frameworks should only be included to the extent that they affect policy/regulation in Germany.</p> <p>If bidders feel additional detail on EU frameworks would be valuable, this can be proposed as an optional extension to the project and should be priced separately.</p>
11	Is the final report(s) going to be available for the public? Or is this report confidential and only to be shared with the industrial partners?	<p>In the Contractors Conditions (Clause 41) it states that the Carbon Trust will own the final deliverables and share these with the Integrator partners.</p> <p>There are no plans agreed regarding publication. In any event, the deliverables would only be published with the agreement of all Integrator Partners.</p> <p>If bidders/contractors are concerned about their (or stakeholders') confidential information being made public, this information should be made clear when the report is submitted. If necessary a confidential and non-confidential copy of the report could be provided.</p>
12	Project duration: depending on resources availability, it is likely that the project duration can be shorter than 9 months. Would the Carbon Trust accept an alternative project schedule that shows less than 9 months duration?	Yes
13	We note the proposed programme of 9 months, would it be acceptable to the Carbon Trust and Participants to complete the project in a shorter programme if this was considered possible?	See response to Q12 for this tender

Clarification Questions

Tender: The Integrator – Detailed evaluation of ancillary services

Number	Question	Response
1	What is the (rough) split between UK and German market offerings is it 50:50, or does the Contractor decide?	The UK and German systems have equal importance in this project.
2	Is it for immediate co-location or do the services include shore-based items – e.g. hydrogen production	Hydrogen production is out of scope of this project.
3	The total budget is £150,000, in Section 5.1 is this a cap including travel expenses?	<p>The total budget for the main scope of work includes travel expenses. Bidders should specify a budget for travel and subsistence as part of their bid. This is capped and can only be claimed when evidence of expenses is provided.</p> <p>However, bidders should note that additional work packages can be proposed and priced separately (this is in addition to the £150k budget for the main scope).</p>
4	Does the pricing scoring provide 10% weighting of the proposal is under £150,000?	The pricing criteria are assessed based on value for money.

Clarification Questions

Tender: Hydrogen production from offshore wind

Number	Question	Response
1	Does the £150k budget cover all work packages?	<p>Yes - the budget for the whole project is £150k (including the minimum requirements stipulated for all work packages).</p> <p>We appreciate that there is a lot of content that could be covered across the work packages. Therefore, bidders are welcome to specify additional work they could complete within each Work Package (e.g. developing a more sophisticated model in WP2, running additional scenarios or broadening the scope of the technology review). Any additional work should be clearly marked as additional to the core scope and priced separately too.</p>
2	Please define what the consortium consider a “large scale” facility to be?	A facility including an offshore wind farm of at least 250MW capacity
3	For large scale hydrogen production, it is imperative an offtake is secured and agreed for financial viability. For large scale hydrogen production this is likely heavy industry e.g. iron and steel production. While the scope indicates whole lifetime costs up to the point of production, the impact of storage scaling and onward usage can distort these economics significantly. Will the Carbon Trust be providing fixed assumptions on downstream usage? Or, expect the scenarios for this to also be considered in the envelope?	We agree that offtake is crucial for financial viability. However, the focus of this project is on production and storage costs. We do not expect downstream usage to be included in the scenarios.
4	Will the consortium provide guidance on economic assumptions to be used in the study(e.g. discount rates, WACC and IRR expectations?)	We would expect contractors to provide their own assumptions for these. Assumptions such as these can be reviewed by Carbon Trust/ Integrator Partners in advance of using them in analysis.

Number	Question	Response
5	With regards to technology availability for 2035, do the Carbon Trust have expectation on current technology readiness levels for the technology review?	No – there is no limit on current TRL, however we would expect more detailed data to be available for technologies close to commercialisation
6	To confirm understanding of the deliverables, for the hydrogen production workstream, there is no expectation for a full final report this is as a summary of key findings and recommendations alongside a final project webinar?	The final report should bring together all key findings and recommendations, but can reference earlier deliverables for additional detail.
7	In considering the scenarios, are other offtakes of the power produce by the wind generation considered, or is it to consider solely wind power to hydrogen usage?	The scenarios should consider either hydrogen production only, or hydrogen production plus export of electricity to the grid.
8	We infer that "offshore platform" equally applies to floating and fixed bottom facilities. Please confirm.	Yes – this could be fixed or floating.
9	WP1 - Technology review: Is the contractor expected to arrange knowledge transfer meetings between the technology licensors and the Carbon Trust team?	No
10	WP2 - Scenario Analysis: for storage and transport options – can we assume that we are only looking at hydrogen as gas and liquid? Or should other hydrogen carriers such as NH3 also be considered?	For the core scope, please assume hydrogen is stored as a liquid or gas. Bidders are free to propose additional work packages to consider other hydrogen carriers. These additional work packages should be priced separately.
11	WP4 - Use of shared infrastructure assets: should the European energy island scenario be priced separately (as an optional)?	A high level summary should be included in the core scope. However, a more detailed work package on Energy Islands could be proposed and priced in addition to the main scope.
12	In terms of the cost model, is the Carbon Trust team looking for the actual cash flow tool (e.g. EXCEL based model)?	<p>Ideally, we are looking for a tool which Integrator partners can use to understand the scenario outputs. This could be an Excel based tool.</p> <p>Bidders are free to propose alternative software solutions but should make clear in their response what access Integrator partners will have to the original tool/model and any software/licensing implications.</p>

Number	Question	Response
13	Deliverables: <ul style="list-style-type: none"> Is the final report(s) going to be available for the public? Or is this report confidential and only to be shared with the industrial partners? 	<p>In the Contractors Conditions (Clause 41) it states that the Carbon Trust will own the final deliverables and share these with the Integrator partners.</p> <p>There are no plans agreed regarding publication. In any event, the deliverables would only be published with the agreement of all Integrator Partners.</p> <p>If bidders/contractors are concerned about their (or stakeholders') confidential information being made public, this information should be made clear when the report is submitted. If necessary, a confidential and non-confidential copy of the report could be provided.</p>
14	Project duration: depending on resources availability, it is likely that the project duration can be shorter than 12 months. Would the Carbon Trust accept an alternative project schedule that shows less than 12 months duration?	Yes
15	It is noted that the project duration is 12 months. Can the Carbon Trust confirm an anticipated start date? And would a reduced schedule be of advantage if proposed as part of the proposal?	The start date is anticipated to be late April/early May, subject to contracting. Any delays to the bid evaluation which will have a knock-on impact on project timings will be communicated to bidders.
16	For WP2, the scenarios identified in the ITT will have a number of sensitivities based on H2 production capacities and associated power required. It is proposed to provide 3 sensitivity cases per scenario, based on H2 produced (low, medium and high case) to determine the 'tipping points'. Would this approach be acceptable to Carbon Trust?	Bidders should set out in their proposal the number of sensitivities they expect to be able to run within the advised budget (£150,000 + VAT). Any additional sensitivities should be priced separately.
17	Is the consultant expected to provide all cost data for the technologies or is the Carbon Trust going to provide some of this information based on their previous project experience?	The consultant should expect to provide all cost data.

Number	Question	Response
18	Can you please advise on how detailed the Technical Review expected to be? Is it just gathering and presenting data or a specific engineering design assessment is required? If engineering is required we would appreciate additional information on the scale of engineering detail required.	Detailed engineering design is not expected in the main project scope. The technical review should focus on detailed data collection. This should include data on the physical characteristics of the technology and details of the implications for OSW design (e.g., space requirements on a platform).
19	Please define large scale? Can the basis be much larger than the referenced 250 MW?	Yes – the technologies reviewed in WP1 could be relevant to much larger OSW farms. This can also be reflected in the scenarios developed in WP2.
20	Should onshore storage be investigated also?	The main focus of the technical review should be offshore storage. If it is possible to include onshore storage within the original budget please state this in the response. If not, bidders are free to include this as additional work, which should be priced separately.
21	Are there any set milestones contractor should meet during the 12 months project duration?	Key milestones are the deliverables at the end of each work package. Bidders should propose the timing of these milestones (and any other key decision/review points) in their bid.
22	What is the (rough) split between UK and German market offerings is it 50:50, or does the Contractor decide.	The UK and German systems have equal importance in this project.
23	<p>What level of expertise is required for costings. I.e. can the budget costs be derived from the technology reviews, or from the contractor.</p> <p>Can the project sponsors be asked? As they are likely to be some of the main hydrogen producers</p>	<p>Data can be derived from stakeholder engagement and/or contractor experience. All data sources and assumptions should be provided clearly in deliverables.</p> <p>Contractors are expected to have sufficient expertise to be able to gather relevant data and assess its robustness.</p> <p>Integrator partners may be available for interviews. Carbon Trust can help facilitate introductions with relevant people with Integrator partner companies, but we cannot guarantee availability for interview.</p>

Number	Question	Response
24	The total budget is £150,000, in the end Appendix is this a cap and does the pricing scoring provide 10% of the proposal is under £150,000	<p>The £150,000 is an indicative budget. Contractors will not be disqualified if they go over this budget.</p> <p>However, given budgetary constraints, our preference is that bidders provide a proposal meeting the objectives of the main scope within the budget of £150,000.</p> <p>Any additional analysis which bidders feel would add value to the project but would require additional budget should be proposed as a separate additional work package(s) and priced separately from the main scope.</p> <p>The bid price is assessed based on value for money.</p>
25	We note the proposed programme of 12 months, would it be acceptable to the Carbon Trust and Participants to complete the project in a shorter programme if this was considered possible.	Yes
26	The scope states "Hydrogen Transport (both injection to pipeline and directly to ship)". Does this mean just compare liquid and gaseous hydrogen shipping or should be also consider ammonia conversion and shipment?	<p>For the core scope, please assume hydrogen is stored as liquid or gaseous H₂. Bidders are free to propose additional work packages to consider other hydrogen carriers. These additional work packages should be priced separately.</p> <p>Please also see Q11 for this tender.</p>
27	We think is obvious, whilst hydrogen technology is agnostic, we assume floating and fix foundations are to be considered for offshore wind.	<p>Yes – foundations could be fixed or floating.</p> <p>Please also see Q9 for this tender.</p>
28	WP3 requires an assessment of market-specific costs for both the UK and Germany, does the carbon Trust hold relevant data for Germany that could be shared with the winning bidder?.	No – contractors should assume they have to gather market specific costs for both the UK and Germany.

Number	Question	Response
29	Do we need to consider demand side of the market assessment or just production?	This project should consider production only. Please also see Q4 for this tender.
30	Is the Carbon Trust accepting Tender bids for selected work packages, but not all work packages, as compliant? Is the Carbon Trust accepting project/programme level cost models?	No – bids should cover all work packages.
31	Do CT have any particular assumptions/requirements about the format of the Hydrogen cost model to be developed in WP2 and 3? We're assuming that a sophisticated Excel-based model will suffice.	Ideally, we are looking for a tool which Integrator partners can use to understand the scenario outputs. This could be an Excel based tool. Bidders are free to propose alternative software solutions but should make clear in their response what access Integrator partners will have to the original tool/model and any software/licensing implications. Please also see Q13 for this tender.

Clarification Questions

Tender: Evaluation of synthetic inertia from offshore wind

Number	Question	Response
1	What is UK/ German split	The UK and German systems have equal importance in this project.
2	Is this the ROCOF study mentioned in the ancillary services ITT?	The 'Detailed Evaluation of Ancillary Services' ITT notes that the synthetic inertia project will focus on ROCOF. Therefore, ROCOF is not a focus of the ancillary services project.
3	Are the Carbon Trust looking for reviews of existing technology ideas? Or is it to focus on developing new ideas from scratch.	The focus should be on reviewing existing technology ideas.
4	What level of detail is required in the technology reviews?	<p>The contractor should propose what level of detail is achievable based on the project budget indicated. As a minimum this should include a description of each technology, its applicability to offshore wind, technology readiness level, what is required to make a technology ready for commercial deployment, barriers to integration.</p> <p>As stated in the ITT, the contractor should engage with OEMs and provide a summary of OEM offerings as part of the technology review.</p> <p>Data collected should be technology specific and referenced.</p>

Number	Question	Response
5	<p>What is expected regarding stakeholders' engagement in the offer? (Preliminary list of stakeholders, preliminary plan of engagement...)</p>	<p>The stakeholder engagement plan should include the stakeholders (organisations and (if available) job titles) the contractor plans to reach out to, and details of the purpose, timing and format of the engagement.</p>
6	<p>In WP1, we would like to ask the following question. The associated grid stability services seem to be pertinent to frequency control services, which are asked in the first paragraph to be fully reviewed. It would be great if you could clearly say which services are included in a parallel project as "associated grid stability services"? Note that synthetic inertia has meaningful impact on whole system primary frequency response and not only on system RoCoF. Particularly, synthetic inertia is beneficial for system RoCoF while it puts burden on frequency reserve services during frequency recovery. In other words, assessing the synthetic inertia ignoring its impact on primary frequency response may make less influence.</p> <p>Paragraph A: For each technology or solution identified, the Contractor should provide details of the type of response it can provide to the grid (ie. an instantaneous response or a pseudo primary response with following power dip).</p> <p>Paragraph B: The Contractor should note that this review is looking to evaluate the provision of synthetic inertia to manage Rate of Change of Frequency (RoCoF). This review does not need to include associated grid stability services as these are being considered in a parallel project,</p>	<p>Grid stability services are being assessed in the 'Detailed Evaluation of Ancillary Services' project. The ITT for this project is available on the Carbon Trust website: https://www.carbontrust.com/news-and-events/tenders/2022/02/the-integrator-detailed-evaluation-of-ancillary-services</p> <p>The intention of this statement is to highlight that the project will investigate technologies that provide synthetic inertia, not frequency response. The contractor is encouraged where possible to highlight where synthetic inertia has a meaningful impact on areas outside of RoCoF.</p>

Clarification Questions

General Commercial and Contract Questions

Number	Question	Response
1	What background or prior data /information on this subject matter are Carbon Trust able to share?	Contractors should assume that no subject-specific data will be shared with them. However, as noted in response to other clarification questions, Carbon Trust and Integrator partners may be available for Stakeholder Interviews.
2	Will Carbon Trust be able to share Phase 1 reports for background to shape the Phase 2 proposals?	Contractors should assume that no subject-specific data will be shared with them. However, if relevant information is available in Phase 1 deliverables we may be able to share this confidentially for the purposes of project delivery.
3	With regards to the programme alignment, all the expectations on stage deliveries to be aligned across the tenders?	The four Phase 2 Integrator projects will run in parallel. However, the timing/milestones of each project can be determined independently by each contractor.

Number	Question	Response
4	Can the Carbon Trust provide a view of how the four tenders work together, to provide alignment between the macro project?	<p>The purpose of the Integrator programme is to identify and research opportunities to accelerate the integration of offshore wind into energy systems.</p> <p>Each project is independent of the others but there are some areas where more than one project is focused on a similar topic area.</p> <ul style="list-style-type: none"> • The 'Roadmap to Power to X' project is focusing on the integration challenges of coupling offshore wind with a storage/fuel production/demand centre which could aide its integration into the energy system. Unlike the other projects, the Power to X project is not focused on the storage/fuel production technology itself (this can be considered to be a black box), but the wider technical, regulatory and policy challenges of integrating this into a wind farm. • There may be some overlap in the technologies considered in the 'Detailed evaluation of Ancillary Services' and 'Evaluation of Synthetic Inertia from OSW'. The two projects are distinguished by the system services within each scope. The synthetic inertia project is primarily focused on technologies which help to manage rate of change of frequency (ROCOF) whilst the ancillary services project considers wider system services. <p>Carbon Trust will manage the interphases between projects and will ensure activities are aligned.</p>

Number	Question	Response
5	With regard to additional services as proposed by the contractor, is this limited to the proposal phase up to 21/03/22, or can this also be an optionality once the project is in flight?	Where possible we will identify additional work packages that we would like the contractor to complete at the start of the project. However, we may discuss options with the contractor to add on one or more of the additional work packages during the project delivery.
6	With regard to additional research that may be identified during the bidding stage or during the project, would the consultant be expected to carry out this work as an extension to the project, or would it be procured through a separate ITT?	Additional work packages identified in the bid can be carried out as extensions to the project. Recommendations for future research identified at the end of the project would likely be the focus of a new ITT (if of interest to the Integrator Partners).
7	Limit of Liability Contracting Principle CP1 (CP1) – Can the limit of liability be amended from £2,000,000 to a more proportionate amount of task order value?	The limit of liability can be discussed with the successful bidder. For guidance we would expect that the limit of liability would be more closely related to the level of professional indemnity insurance cover the bidder would have for a given project, having assessed the risks involved and following good industry practice. We would not accept capping the liability to task order value as this is not an accurate reflection of the aforementioned risks.
8	Standard of performance / warranty – CP5 – Can clause 4.3 which requires the Contractor to perform the Services in accordance with the Contract be removed as this makes the standard of care akin to a fitness for purpose style of implied warranty, which is beyond the insurable standard of reasonable skill and care.	Our expectation is that the services are performed in line with good industry practice and whilst our preference would be to leave the provision unamended and be silent on the standard, contractors may propose alternative wording in respect of this provision.

Number	Question	Response
9	Termination CP7 - Please consider amending clause 16.2 to provide the Contractor with a reasonable timeframe to remedy any default prior to immediate suspension/termination of the Contract, with compensation in place to cover all outstanding amounts incurred plus any committed costs. If so then removal of clause 18.1 can be removed.	We can include a remediation grace period. Whilst we do not expect to withhold payment for services validly completed, we reserve the right to withhold payment in certain circumstances.
10	Insurance - Clause 20.3 requires the Contractor to supply copy policies upon request. As these documents are considered confidential by our insurers, it is not possible for us to provide them. Please consider provision of the relevant insurance certificates in place of the policy documents.	Yes –the requirements are ‘upon request’ only and we would consider certificates sufficient in most instances for onboarding. We would not accept a change to the provision as we need to retain the ability to request further information/proof of cover if a potential claim arises during the term of the contract.
11	We understand the many bidders will have perceived conflicts of interests, yet Expert Engagement is also a desired criteria in this study scope. Will Carbon Trust expect provisions to be made in respect of such 3rd parties as we cannot at this stage anticipate precise scenarios? Will general provisions and arrangements be sufficient to demonstrate our approach to management of conflict of interest for studies of this type?	Yes – at this stage, where precise conflicts of interest cannot be defined, general provisions for managing potential conflicts is acceptable.

Number	Question	Response
12	RfP document, article 5.6, page 9: what does the envisaged deliverable acceptance process look like?	<p>Our usual deliverable acceptance process is to allow two weeks for Carbon Trust and Integrator Partners to review a first draft of a deliverable. All responses are collated and fed back to the contractor. Once a second draft is submitted, one week is allowed for any final comments/clarification. Once these are addressed (and barring any significant concerns), the deliverable is accepted.</p> <p>Bidders should factor in this timeline to their overall project plan. If there are instances where partner approval is required in as shorter timeframe (e.g. confirming some key assumptions or down selection of scenarios) this can be managed by holding a project meeting or sending out a short document for review with a shorter time horizon.</p>
13	Contractors conditions, clause 21.2, page 12: Considering the expected contract amount, we consider the liability cap of GBP 2 mln rather high. Would the Carbon Trust be willing to discuss and agree a cap which is calculated as a multiple of the contract amount?	See response to Q7 in this section
14	Contractors conditions, clause 20, insurance: what level of insurance is required by the Carbon Trust?	We would consider an appropriate level of insurance to be £2m Public Liability Insurance, £2m Professional Indemnity Insurance and £5m Employers Liability Insurance to be sufficient
15	Should the liability under the contract be proportionate to the contract value, considering anticipated contract value of GBP 150,000, could a cap of GBP 500,000 be used?	See response to Q7 in this section

16	<ul style="list-style-type: none"> • Clause 40 of Carbon Trust Contractors' Conditions state that: "APPROVED MAXIMUM COST This is a capped time and material Contract. The Carbon Trust will not accept liability for any expenditure, costs, expenses or monies beyond the Approved Maximum Cost authorised by the Carbon Trust or any subsequent variation thereto. The Carbon Trust reserves the right to vary the Approved Maximum Cost by notice in writing to the Contractor. If at any time the Contractor considers that the Services cannot be completed without exceeding the Approved Maximum Cost, he shall immediately submit to the Carbon Trust a full written explanation of the reasons together with a detailed forecast of the excess. The Carbon Trust shall not accept any liability for any actual or forecast excess until a formal written amendment has been made to the Contract." <p>The above statement contradicts with Criteria 3: Price of the ITT which states that: "Carbon Trust will reimburse reasonable expenses at cost and receipts may be requested. Pre-approval will be required for travel costs over £150 per return journey and combined hotels & subsistence cost exceeding £200 per day."</p> <p>It is requested that Carbon Trust confirm whether bidder makes provision for expenses and travel in the proposal or will any expenses be reimbursed as and when agreed with Carbon Trust during the study, and provision for expenses are not included in the proposal.</p>	<p>The bidder should state a budget cap for Travel and Subsistence expenses in the project proposal. This budget would be set in the contract but Carbon Trust would only pay for expenses which are evidenced (up to the budget cap).</p> <p>If there is a significant change in the expenses requirement during the project (e.g. Carbon Trust request that you travel to more meetings than originally planned), a reasonable increase to the expenses budget can be discussed at the appropriate time (in advance of incurring the expenses).</p>
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Number	Question	Response
17	Would you consider any alternative proposals which deviate from the requested scope?	Yes – bidders can put forward alternative suggestions which meet the overall objectives of the project.
18	How do we submit the proposals?	All bids should be submitted by email to hannah.evans@carbontrust.com and integrator@carbontrust.com
19	Is it required to provide simulation results within the study to quantify performances?	This is not a strict requirement but we would expect the deliverables to contain sufficient detail to enable readers to understand the key inputs, assumptions, outputs and conclusions of any scenario analysis.
20	Is the limit for 15 pages, for the offer, including project / quality management and company references?	The 15 page limit should include an overview of project and quality management and company experience. Further information (e.g. CVs, additional project references, more detailed project timelines etc) can be provided in Appendices.

Number	Question	Response
21	<p>Contractors Conditions</p> <p>We request an adjustment to the Contractors Conditions as follows:</p> <p>41. Intellectual Property " "Tools" consist of any and all methods of analysis, know-how, tools, frameworks, models and any software and/or digital process (together with any associated documents), including any enhancement made to existing Tools, used or developed by the Contractor in connection with the Services."</p> <p>AND</p> <p>41.1 Ownership and use of the results "We request that the Carbon Trust grants the Contractor an irrevocable, perpetual, non-exclusive, royalty-free, worldwide, transferable, sublicensable licence to copy and make full use of the Results."</p> <p>These changes are requested so that we can continue to enhance and improve our internal processes to better support all clients. Without the following amendments we are restricted on bringing our best know-how to our clients, as we intend to do on this project to benefit the Carbon Trust.</p>	<p>We would be prepared to accept the update to the definition of 'Tools'.</p> <p>We cannot accept the update to Clause 41.1 (Ownership and use of the results). Any use of the results by the contractor would be subject to the future agreement of Integrator programme participants.</p>

Number	Question	Response
22	<p>We note that the tender submission should be limited to 15 pages of A4, with supporting information included in an Appendix.</p> <p>1. Is it acceptable to provide relevant project examples and company experience as well as CVs in an appendix?</p> <p>2. Are there any other format requirements, such as preference for portrait or landscape?</p>	<p>1. Yes – although an overview of skills and experience should be demonstrated in the main submissions</p> <p>2. There are no other format requirements, but the font size and spacing should ensure the submissions is legible.</p>
23	<p>Can you confirm regarding invoicing and payment:</p> <p>1. That the fee and payment is based on a lump sum against activity schedule arrangement?</p> <p>2. That 'description of work completed and account for resources expended' covers staff costs to project, any license fee associated with internal and external software and tools, and other expenses?</p>	<p>1. Yes – we typically make payments at the end of each work package, on acceptance of deliverables. The amount of these payments is agreed in the contract. Travel and Subsistence expenses (within the agreed budget) need to be supported by evidence.</p> <p>2. Yes – the bid price should specify the proportion of total cost allocated to staff costs, licence fees and other expenses</p>
24	<p>[41.1.c] states that existing tools remain the property of the contractor, and [41.1.a] states that all new works are owned by the Carbon Trust.</p> <p>It does not specify anything related to the scenario where existing tools and IP are built upon during the project. Please can you clarify that any new IP built upon existing substantial contractor IP will remain with the contractor.</p>	<p>Yes – any additions to existing tools would remain the property of the contractor. However, the contractor would still be expected to provide the Carbon Trust with a licence for the purposes of exploiting the Results (as required under clause 41.1[c]).</p>
25	<p>Standard of care (clause 4): we require a standard of reasonable skill and care clause that is expressly overarching for all obligations that relate to the performance of our services. Please confirm whether this is acceptable.</p>	<p>Please refer to Q8.</p>

Number	Question	Response
26	Indemnity (clause 21): we are unable to sign up to such a wide indemnity and require such indemnity to be restricted to: (a) direct losses arising out of our negligence only; and (b) further limited to reasonably foreseeable and properly mitigated losses (which are those ordinarily claimable in law). Please confirm whether this is acceptable.	We do not intend to accept changes to the language in clause 21.1.
27	Participants / Third Party Rights: we understand the importance of participants having access to our deliverables and IPR which we accept in principle but would seek to include some clear protections against third party liability, including but not limited to the inclusion of a same rights of defence clause. Please confirm that this will be acceptable.	We would expect contractors to be able to stand behind their IP and indemnify Carbon Trust against third party claims for infringement. Whilst we reserve the right to
28	Limit of Liability (clause 21.2): thank you for the inclusion of a limit, the £2m proposed is higher than we would normally accept so we request a reduction to £1m. We would seek to amend the wording slightly so that it reflects the requirements of our insurance policy. Please confirm whether this is acceptable.	Please see response to Q7 in this section
29	Insurance (clause 20): we are unable to provide details of our insurance policy, as doing so would be in breach of our insurance policy terms. Please confirm that the provision of a broker's certificate is acceptable.	Please see response to Q10 in this section
30	Set off: we cannot agree to cross-contract set off and ask that this is limited to this contract only. Please confirm whether this is acceptable.	Please provide proposed wording upon award if applicable.

Number	Question	Response
31	<p>We have existing internal modelling tools (background IP) that are capable of delivering the proposed scope of work.</p> <p>If we were to go for this tender, we would be using these tools (background IP) to provide the project results, and the Carbon Trust would require a license from us to use this further after the project.</p> <p>What are the protections for our background IP? As it seems from Clause 41.1c that the Carbon Trust and Integrator Partners would obtain perpetual royalty free access to these tools?</p> <p>Would it be possible to change in the wording in clause 41.1.c to refer to something along the lines of a licence being granted on 'fair and reasonable basis' as opposed to 'royalty-free'.</p>	<p>The Carbon Trust and Integrator Partners only require access to the extent necessary to exploit the project results. We would expect this access to be royalty-free.</p>