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Awarded contract

## **Renewable Electricity**

Suffolk County Council

F15: Voluntary ex ante transparency notice

Notice reference: 2021/S 000-025756

Published: 14 October 2021, 5:05pm

### **Section I: Contracting authority/entity**

#### **I.1) Name and addresses**

Suffolk County Council

Endeavour House, Russell Rd

IPSWICH

IP12BX

#### **Contact**

Martin Jennings

#### **Email**

[martin.jennings@suffolk.gov.uk](mailto:martin.jennings@suffolk.gov.uk)

#### **Telephone**

+44 1473260450

#### **Country**

United Kingdom

**NUTS code**

UKH14 - Suffolk

**Internet address(es)**

Main address

[www.suffolk.gov.uk](http://www.suffolk.gov.uk)

**I.4) Type of the contracting authority**

Regional or local authority

**I.5) Main activity**

General public services

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

Renewable Electricity

Reference number

CD1335/1

#### **II.1.2) Main CPV code**

- 65300000 - Electricity distribution and related services

#### **II.1.3) Type of contract**

Services

#### **II.1.4) Short description**

We require a flexible risk managed renewable electricity contract on a rolling basis for 3 years, for the period 1st April 2022 to 31st March 2025. The renewable electricity is to be UK Clean Electricity supported with a REGO certification. Operating as an aggregated portfolio of renewable electricity consumption for Half Hourly metered (HH), and non-Half Hourly metered (NHH) supplies forming part of a combined portfolio. The portfolio must also contain Unmetered Supplies (UMS) which are both NHH and HH. Our anticipated consumption is expected as follows: HH Gwh 58,975,055 NHH Gwh 17,454,729. We will operate a rolling three year (36 month) purchasing strategy for multiple customers, where renewable electricity will be purchased and sold on the traded wholesale energy market via OFGEM licenced suppliers. The portfolio may at Vertas or its adviser's direction be split into purchasing in advance of year and purchasing within year. Renewable electricity is to be priced to the customers on a fixed cost basis for a fixed term period which will have been purchased in advance

#### **II.1.6) Information about lots**

This contract is divided into lots: No

#### **II.1.7) Total value of the procurement (excluding VAT)**

Value excluding VAT: £32,000,000

## **II.2) Description**

### **II.2.2) Additional CPV code(s)**

- 65310000 - Electricity distribution

### **II.2.3) Place of performance**

NUTS codes

- UK - United Kingdom

Main site or place of performance

Suffolk is the main place of performance but the contract is available to the whole of the UK

### **II.2.4) Description of the procurement**

We require a flexible risk managed renewable electricity contract on a rolling basis for 3 years, for the period 1st April 2022 to 31st March 2025 with the option to extend for a further 2 years for the provision of UK Clean Electricity supported with a REGO certification

### **II.2.11) Information about options**

Options: Yes

Description of options

The agreement may be extended for a period of 2 years

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## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.1) Type of procedure**

Award of a contract without prior publication of a call for competition in the cases listed below

- The procurement falls outside the scope of application of the regulations

Explanation:

The original procurement Publication reference: 2021/S 000-018093 Publication date: 29 July 2021 received one bid from EDF Energy Customers Ltd. We were unable to award the procurement as we were unable to meet our obligations of Regulation 67 in so far that we were unable to award to the most economically advantageous tender due to the procurement including an e-auction for the price element.

The Council meets the requirements of Regulation 32 negotiated procedure without prior publication of the Public Contracts Regulations 2015 General Grounds (2) (a) where no suitable requests which would allow us to comply with Regulation 67 were received.

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

The procurement is covered by the Government Procurement Agreement: Yes

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## **Section V. Award of contract/concession**

### **Contract No**

CD1335/1

### **Title**

Renewable Electricity

A contract/lot is awarded: Yes

### **V.2) Award of contract/concession**

### **V.2.1) Date of conclusion of the contract**

13 October 2021

### **V.2.2) Information about tenders**

The contract has been awarded to a group of economic operators: No

### **V.2.3) Name and address of the contractor/concessionaire**

EDF Energy Customers Ltd

London

W1T 4EZ

Country

United Kingdom

NUTS code

- UKI - London

The contractor/concessionaire is an SME

No

### **V.2.4) Information on value of contract/lot/concession (excluding VAT)**

Initial estimated total value of the contract/lot/concession: £32,000,000

Total value of the contract/lot/concession: £32,000,000

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## **Section VI. Complementary information**

### **VI.3) Additional information**

Suffolk County Council reserves the right to procure repeat requirements of a similar nature without a further call for competition pursuant to Regulation 32 of the public contracts Regulations 2015.

### **VI.4) Procedures for review**

#### **VI.4.1) Review body**

Suffolk County Council

Ipswich

Country

United Kingdom

#### **VI.4.3) Review procedure**

Precise information on deadline(s) for review procedures

Suffolk County Council incorporates a minimum 10 calendar day standstill period from the point at which information on the award of contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. If an appeal regarding the award of contract has not been successfully resolved: The Public Contracts Regulations 2015 as amended provide for aggrieved parties who have been harmed or at risk of harm by a breach of the rules, to take action in the High Court (England, Wales and Northern Ireland) Any such action must be brought promptly.