A close-up of solar panels and wind turbines

Description automatically generated

**CONFIDENTIAL**

**EGTI2501 Enterprise Resource Planning (ERP) Platform and associated implementation partner support services**

**(Project Prime)**

Conditions of Participation (CoP)

The deadline for receipt of CoP responses

**12 Noon GMT**

6 May 2025

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## **GLOSSARY OF TERMS**

The following are definitions of the terms used within this procurement exercise.

|  |  |
| --- | --- |
| **Term** | **Definition** |
| Act | Means the Procurement Act 2023 |
| Affiliated | As defined in Schedule 2 (6) 1, Part 1 – Exempted Contacts, Procurement Act 2023. |
| Associated Person | Means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender response together or (b) Energia is satisfied that the Suppliers will enter into legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (Section 57 Act) |
| Central Digital Platform | Means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 no.692). |
| CFP | Competitive Flexible Procedures as defined in Section 20, Procurement Act 2023 |
| CoP | Conditions of participation in relation to the award ensuring suppliers have the (a) the legal and financial capacity to perform the contract and/ or (b) the technical ability to perform the contract. |
| Connected Person | As defined as having significant control (within the meaning of Companies Act 2006), a director/shadow director, parent/subsidiary undertaking, predecessor company, any person in an equivalent position, significant influence, any person over which the supplier has the right to influence or actually exercises, or control as defined in paragraph 45 of Schedule 6 of the Act. |
| Contract | The agreement that parties wish to enter into to govern the terms and conditions. |
| Discretionary Exclusion Grounds | As defined in Schedule 7, Procurement Act 2023 |
| Energia or Group | Energia Group as described in Part 1 - Introduction |
| ERP Platform | Enterprise Resource Planning Platform |
| Excluded and Excludable Supplier | As defined in Section 26, excluding suppliers from a competitive award, Procurement Act 2023 |
| Framework | As defined in Section 45, Procurement Act 2023 |
| FTS | Find a Tender Service |
| GDPR | EU & UK General Data Protection Regulation |
| Mandatory Exclusion Grounds | As defined in Schedule 6, Procurement Act 2023 |
| NI | Northern Ireland |
| PME | Preliminary market engagement |
| Preferred Supplier | Means the Supplier or Suppliers identified as having submitted the most advantageous tender. |
| Project Fusion | Platform/portal used by Energia to upload tender documents and for you to submit your tender response. |
| Regulations | Procurement Regulations 2024 |
| ROI | Republic of Ireland |
| Section | All references to a ‘section’ refers to a section in the Act. |
| SAAS | Software as a Service |
| Supplier | Means the person(s), entity(ies) or group participating in the tender exercise, including any temporary association of undertakings, supplying the products/services/works to Energia . |
| TUPE Regulations | Transfer of Undertakings (Protection of Employment) Regulations (NI) 2006 or The Service Provision Change (Protection of Employment) Regulations (NI) 2006. |
| UK | United Kingdom |

**PART 1 – GENERAL INTRODUCTION AND OVERVIEW OF TENDER OPPORTUNITY**

### **INTRODUCTION**

Please click on the below link for information on Energia Group **(“Energia”).**

<https://www.energiagroup.com/>

Energia will utilise the CfP as outlined in the Act.

This document outlines the stages that will be undertaken by Energia to appoint a Preferred Supplier. This document has four parts, these being:

Part 1 – General Introduction and Overview of Tender Opportunity (this document)

Part 2 – CoP Guidance Notes (embedded)

Part 3 - Instructions for Submitting a CoP Supplier Response (embedded)

Part 4 – CoP Assessment and Supplier Response (embedded and to be fully completed and uploaded by the Supplier)

It is envisaged that Energia will shortlist up to 5 Suppliers to the CFP stage. However, this will be at Energia’s discretion and should the quality of the responses suggest a greater competition then Energia may shortlist more than the number stated above.

### **SUPPLIER CODE OF CONDUCT**

In performing its obligations under this tender the Supplier will comply with all applicable, laws, statutes and regulations in force from time to time, with Energia’s Supplier Code of Conduct [https://www.energiagroup.com/who-we-are/governance/Supplier-code-of-conduct/](https://www.energiagroup.com/who-we-are/governance/supplier-code-of-conduct/).

### **PURPOSE OF THIS DOCUMENT**

The CoP has been prepared for the intention of providing the Supplier information on the

* description of the supplies, services or works required by Energia **(“the Requirement”)**.
* procurement process.
* assessment criteria for evaluating a Supplier’s response.
* instructions for Supplier’s on how to submit a CoP response and
* required format for suppliers to respond to the CoP.

### **PROJECT OVERVIEW**

The Supplier is responsible for the management and integrity of their enterprise and Associated/Connected person(s) by ensuring they can fully deliver the Requirement and have submitted a bona fide competitive tender response.

As part of Energia’s Financial Systems Strategy a review of its financial systems has been undertaken with a decision to replace our core financial system SAP ECC6.

The procurement will encompass a systems Solution, implementation partner and support services.

Our core financial system is SAP ECC6 (Financial Management) which runs our day-to-day financial operations and is supported by Process Director (Invoice workflows) and SRM (PO management) in order to manage the full Procure to Pay process.

SAP currently integrates with over 12 business systems with critical systems not limited to Maximo (Asset and inventory Management) C2M (Customer Billing) and Endur (Market Data) which will be maintained.

Our objective is to simplify our systems landscape by procuring a fully integrated ERP, SaaS platform (via single sign on) (“the System”) which the group can deploy through modular based implementations.

The system should encompass the below functionality with the ability to “add on” additional modules / functionality such as planning and sustainability reporting, when required in a phased manner.

The implementation of the modules will be prioritised based on our business needs at implementation phase and based on the implementation strategy agreed with the vendor.

1. Financial Management – we require a system solution for the recording and reporting of all financial transactions to include group consolidation. Reporting should have drill down capability to source data across all modules with dashboarding features.

* General Ledger
* Accounts Receivable
* Accounts Payable
  + Supplier Portal
  + Requisitioning, Purchase ordering and Receipting
* Fixed Assets
* Cash Management
* Group Consolidation
* Reporting across all ledgers

1. Expense Management – will be utilised for employee expense claim submissions and should have seamless transactions with the General ledger.
2. Inventory Management – Partial deployment of inventory management may be required to ensure financial transactions relating to stock are captured.
   * Integration with core stock system
   * Stock Price master data
   * Stock Valuations
3. Vendor and Contract Management - Will be the source to store and maintain contractual documents and assist with managing key performance indicators (KPIs) and other contractual obligations. It should provide a systematic approach to contract management, reporting capability and statistics to be readily visible and accessible.

* Internal and external facing system
* Storing of key contracts
* Workflow and notifications to internal and external parties
* KPI Reporting
* Audit Controls

1. General - The system should have enhanced Data-tagging capabilities, workflow of approvals and ability for users to easily create their own reports and dashboards as well as appropriate auditable administrative processes and in-built segregation of duties within roles across all modules and are also considered a must have for the application.

In addition, we require an experienced partner for SAAS Systems Implementation and ongoing support to assist Energia in the configuration and deployment of the solution. They should be on the list of “preferred partners” for the technology being deployed with a proven track record of delivery a project of this scale. They should be experienced with dealing with multiple stakeholders from across a range of functions to support the internal team on key decisions or issues as they arise.

Their experience should enable them to provide insights to any transformational opportunities not identified by the internal project team while ensuring the system is set up as a “best in class” tool for finance.

Documentation of the system processes and associated training is a key requirement for full delivery of the project

Ongoing support services will also be required by the supplier over the lifetime of the contract, acting as the link between Energia and System Provider to include:

* Helpdesk availability
* Problem Management Processes
* Maintaining technical documentation for Energia use
* Manage the Release Management Process including testing.

The above is for information purposes only to provide background information to the project. Scoring is based on the information required in Part 4, Annex 3, with emphasis on the Vendors experience in the below areas.

* Delivery, Implementation and Support of a Multi Module SaaS System including financial management, expense management, vendor and contract management and inventory
* Development of system integrations and best practices around two-way integration between systems which support market system interfaces for critical business processes
* Support the development of a Finance Data Model in line with system solution and guidance on Data Migration cycles. Support on Complex Data Mapping and guide on data archiving and storage solution options to support the data migration cycles.
* Demonstrate understanding of full consolidation of accounts to include complex cashflow treatments in line with accounting standards (IFRS & GAAP)

**Full functional and non-functional requirements** will be provided at the CFP stage.

**PROVISION DELIVERY ADDRESS/LOCATION**

Newforge Lane, Belfast, BT9 5NF

**PROPOSED CONTRACT COMMENCEMENT DATE**

It is Energia’s intention to commence the new contract in January 2026.

**DURATION OF CONTRACT**

The initial contract term will be for a period of 5 years, with an option to extend the contract by a further 36 months subject to annual review. Extending the contract will be at Energia’s discretion.

**CHANGE OF SERVICE PROVIDER**

The current service provider has not highlighted any personnel who are subject to the TUPE Regulations, however, as this is a legislative matter, Suppliers are advised to seek their own legal advice and carry out their own investigations with regard to the application of TUPE.

### **INFORMATION SECURITY AND DATA PRIVACY**

The successful Supplier may have access to commercially sensitive information and personal data as part of the advisory procurement.  The security and privacy of our data is a key requirement of the system and services that will be procured, both to meet our internal organisational values but also to ensure that Energia meets and complies with all legal and regulatory requirements including Regulation (EU) 2016/679 GDPR and other Data Protection legislation.

In addition to the security of our data, Energia must also comply with other legal and regulatory requirements in relation to our supply chain management, and therefore any successful Supplier must be able to demonstrate that they have an adequate and effective internal Information Security Management System (ISMS) within their own organisation that aligns to global best practices such as ISO 27001, NIST Cyber Security Framework etc.

### **SUBCONTRACTORS**

Subcontractor(s) are permitted support the Supplier.

Energia wishes to appoint a prime Supplier, supported by appropriate subcontractors of their choice.

The prime Supplier **must** demonstrate that together with its subcontractors, it is capable of providing the full range of services. Prior to the contract award, Energia reserves the right to request a letter of commitment from your subcontractor(s) to verify they have the capacity and capability to fulfil the contract.

The Supplier will be responsible for submitting a response on behalf of itself and its chosen subcontractors, providing the requested information in respect of each party. Financial information is required for any subcontractor that is expected to deliver more than 25% of the service to Energia.

Please note that the Supplier must notify Energia if it wishes to change its own composition or the identity of its subcontractors at any stage during this procurement. Energia reserves the right to exclude a Supplier from taking further part in this competition if it fails to give notification of such a change or if the revised arrangements would not have satisfied the requirements of this CoP.

Subcontractors may appear in more than one bid during the procurement exercise.

In a Supplier’s response, the expertise of the relevant party should be submitted in the relevant Part of the CoP and it should be made clear as to which party the information relates.

### **PROCUREMENT PROCESS**

It is envisaged, the CFP will be conducted in the following stages. Please note, stages are subject to change. Stages outlined below may not be availed of even though they were intended to be at the COP stage. This will be at Energia’s discretion.

STAGE 1 – COMPLETENESS / COMPLIANCE CHECK

Responses will be subjected to a check to ensure that the Supplier has provided a complete and compliant response to all questions and requirements requested. Failure to submit a complete/compliant response may result in the Supplier being excluded from the process.

STAGE 2 – CONDITIONS OF PARTICIPATION

Those Suppliers that submit a complete and compliant response, will have their response assessed against the criteria stated in Annex 3 – COP Assessment and Supplier Response. The Supplier must commit in their response that they are able to meet the criteria.

Energia will use Stage 2 to confirm that neither the Supplier, nor any related persons within its corporate group, associate persons relied on to meet the COP or sub-contractors are listed on the Cabinet Office debarment list. If any such entities are on the debarment list, Energia will consider its obligations under the Act.

It is envisaged that Energia will shortlist up to 5 Suppliers to the CFP stage. However, this will be at Energia’s discretion and should the quality of the responses suggest a greater competition then Energia may shortlist more than the number stated above.

Suppliers must note that there is a requirement to achieve a minimum score of 60% of the score available for Stage Two – Item 4, Supplier Experience.

### Any Supplier who fails to achieve the minimum scoring requirements will not be eligible for further consideration and therefore will not move to the next stage of the procurement process.

STAGE 3 – INVITATION TO SUBMIT INITIAL TENDERS SUBMISSIONS

Shortlisted Suppliers will receive an invitation to tender from Energia requesting them to submit an initial tender response. The initial tender response will be assessed for the purpose to reduce the number of Suppliers invited to participate in dialogue/negotiation and/or inform the content/agenda for dialogue/negotiations.

This stage will include

1. repeating the process outlined in Stage 2 to comply with the Act debarment list obligations.
2. an assessment of the initial tenders against the criteria outlined in Annex 3 – COP Assessment and Supplier Response.
3. following assessment of the initial tenders, Suppliers will be selected to participate in the negotiation/dialogue stage as set out below in stage 4.
4. once the assessment is concluded, Suppliers will be notified in whether they have been invited to participate in Stage 4.

Energia reserve the right to award the contract to the preferred supplier based on the assessment of their initial tender without undertaking any negotiation or dialogue which may have been intended to be part of the process at the start of the CFP.

STAGE 4 – INVITATION TO PARTICIPATE IN DIALOGUE/ TO NEGOTIATE

Shortlisted Suppliers will receive an invitation from Energia to participate in dialogue/negotiate meetings. This invitation will describe how the dialogue/negotiation will be conducted, including the location and proposed dates for the relevant meetings.

This stage will include

1. providing any new information made available to Suppliers
2. any relevant stages within the process
3. conclusion around the closure of the dialogue and/or negotiations.

STAGE 5 – INVITATION TO SUBMIT FINAL TENDERS

Final tenders will be submitted as per the below timetable.

Energia will confirm that neither the Supplier, nor any related persons within its corporate group, associate persons relied on to meet the COP or sub-contractors are listed on the Cabinet Office debarment list. If any such entities are on the debarment list, Energia will consider its obligations under the Act.

A clarification demonstration may also form part of this stage of the process before a preferred supplier is selected.

The contract will be awarded to the Supplier that submits to Energia the MAT. A maximum of 100 marks will be available in the scoring of submissions. Where a Suppliers scores below an unacceptable score in any criteria, Energia will reserve the right to consider the Suppliers response as non-compliant and they may be removed from the procurement process.

Once the assessment is concluded, Suppliers that submitted a final tender will be notified of the tender outcome and Energia will publish the Contract Notice on the CDP. This will commence the mandatory standstill period.

STAGE 6 – PREFERRED SUPPLIER STAGE

This stage will commence once a preferred supplier has been identified, approved and if the mandatory standstill period has ended without interruption. This stage will allow for clarification or confirmation of commitments made during the process. Post tender negotiations with the preferred Supplier can commence during this stage if required.

### **PROCUREMENT TIMESCALE**

The planned date of Contract Award Notification is September 2025. Indicative timescales for the key procurement milestones are presented below, subject to change at Energia’s discretion.

|  |  |
| --- | --- |
| **Timetable for Procurement** | **Target Date** |
| **Stage 2 - CoP Stage** | |
| Dispatch of Tender Notice on FTS | 9 April 2025 |
| CoP clarification request deadline | 12 Noon pm on 29 April 2025 |
| Closing date for receipt of Supplier responses | 12 Noon pm on 6 May 2025 |
| Evaluation complete and shortlist of Suppliers | 21 May 2025 |
| Notification of CoP outcome to shortlisted Suppliers | 21 May 2025 |
| **End of CoP Exercise** | |

CoP responses must be fully completed and uploaded to Project Fusion no later than the submission deadline stated above.

Suppliers who fail to submit a CoP response by the stated submission deadline may be excluded from participating any further in the procurement process. This will be at Energia’s discretion. Suppliers are advised to give themselves reasonable time to upload their full CoP response to avoid any technical issues.

### **TENDER COMPLIANCE CHECKLIST**

A response to all questions presented in Annex 3 - CoP Assessment and Supplier Response are mandatory. A Supplier’s response should clearly demonstrate their capability to deliver the requirement.

Company brochures and other literature should not be included in the CoP response.

Energia may deem as non-conforming submissions, any proposals that appear to be mainly presentations of promotional materials that do not follow the format requested in this document, or do not appear to specifically address the particular requirements stated or requested in this document as non-compliant.

For convenience, the below checklist has been provided to help Suppliers ensure that they have satisfied themselves that they have completed and uploaded a full tender response.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Part** | **Annex/**  **Schedule Number** | **Title** | **Form of Response** | **Checklist** |
| Part 1 | This document | CoP | Read |  |
| Part 2 | Annex 1 | CoP Guidance Notes | Enclosed below - Read |  |
| Part 3 | Annex 2 | Instructions for Submitting a CoP Response | Enclosed below - Read |  |
| Part 4 | Annex 3 | CoP Assessment and Supplier Response | Enclosed - Read, complete and upload. |  |

**Annex 1 – Part 2, CoP Guidance Notes**

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**Annex 2 – Part 3, Instructions for Submitting a CoP Response**

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**Annex 3 – Part 4, CoP Assessment and Supplier Response (to be fully completed and uploaded by the Supplier)**

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