

2025 National Grid Global Capability Centre for Engineering Services

Instruction document for Qualification Activity

[December 2025] v2FINAL

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Deadline for responding to this activity

1. The deadline for responding to this activity is Friday, January 9th 2026 at 14h London. See 'Procurement timetable' and 'How to respond to this opportunity'.

Introduction

2. This Procurement is being conducted in accordance with the Procurement Act using the Competitive Flexible Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, activities, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their response.
3. This document has been prepared to assist Suppliers in deciding whether to participate in this Procurement. **Please read this document carefully because failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
4. National Grid initially published a UK4 Tender Notice on September 3rd 2025 ([link to original tender notice](#)) and subsequently updated that notice with clarifying information on September 24th 2025 ([link to revised tender notice](#)).
5. Having considered its requirements in more detail and the form of Competitive Flexible Procedure it wishes to run for this Procurement, National Grid has decided to re-open the qualification event on the terms set out in this document.
6. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement. The notice and documents issued on September 3rd 2025 and September 24th 2025 should be disregarded.
7. National Grid reserves the right to issue updated versions of this document to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Competitive Flexible Procedure, together with any changes to the Procurement or any other new information.
8. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
9. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix D.
10. All references to a 'section' are to a section in the Act unless otherwise stated.
11. All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.
12. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

Introduction to National Grid

13. National Grid is one of the world's largest publicly listed utilities focused on transmission and distribution of electricity and gas. We play a vital role in connecting millions of people to the energy they use safely, reliably and efficiently.

At National Grid, we are driven by our purpose: to bring energy to life. Our aim is to be at the heart of a secure, affordable and clean energy future. We work with the wider energy industry, governments, regulators, and the customers and communities we serve to deliver this vision. National Grid businesses play a vital role in energy systems, safely and reliably connecting millions of people to the energy they use, while investing for the future to power growth, +resilience and the transition to a cleaner tomorrow.

In 2024, we announced a £60 billion investment over five years across our UK and US networks—nearly doubling our previous investment period. This significant capital growth underscores our dedication to modernizing infrastructure, accelerating the energy transition, and reinforcing system resiliency, all while maintaining a sharp focus on customer affordability.

National Grid's business units focus on electricity transmission and distribution, and gas distribution, in the US and UK.

New England (NE) - We own and operate electricity transmission networks in Massachusetts, New Hampshire and Vermont. In Massachusetts, we also own and operate electricity and gas distribution networks.

New York (NY) - We own and operate electricity transmission and distribution networks across upstate New York. We also own and operate gas distribution networks in New York City and on Long Island.

Electricity Distribution (ED) - We own and operate the UK's largest electricity distribution network, serving customers in the East Midlands, West Midlands, Southwest and South Wales. This includes a Distribution System Operator (DSO) which is overseen by an independent panel.

Electricity Transmission (ET) - We own and operate the high voltage electricity transmission network in England and Wales. This includes connecting new customers and delivering the major strategic infrastructure to enable a clean power grid. This includes Strategic Infrastructure (SI) which plays a crucial role in the expansion and modernization of the electricity transmission network, working in tandem with the Electricity Transmission business unit to achieve National Grid's goals for a cleaner and more reliable energy future.

Overview of National Grid's requirements

14. National Grid is currently undergoing a strategic transformation of its Enterprise Business Services (EBS) organisation and as part of this initiative is successfully operating Engineering Support Services (ESS) activity in India via an incumbent supplier arrangement.
15. ESS is a proven, flexible, and scalable model providing highly skilled engineering support services with diverse technical, project, and analytics skills via an outsource model that transforms engineering processes.
16. At National Grid, these engineering services activities include, but are not limited to, System Modelling and Early Development, Work Management Support, Asset Management Support, Project Controls and Data Management Support.
17. As National Grid's business units pursue ambitious growth and prioritise system resilience and affordability, ESS continues to serve as a key enabler—providing quality, cost-efficient, and scalable solutions. ESS is now recognised by National Grid's senior executive team as a foundational component of our business unit operating model and a strategic lever for delivering long-term value.
18. We now wish to create our own Global Capability Centre (GCC) to deliver engineering services at scale and at pace, and we are looking for a Supplier to:
 - a. Establish, grow and deliver engineering services capability at pace during the Build & Operate phase
 - b. Collaborate with us to validate, and in some cases inform, our design principles and road map to get to the desired end state of an NG-owned GCC
 - c. Play an active role as we develop a detailed project plan that allows us to establish an NG owned GCC, including approach to Integration and Transfer
 - d. Operationalise the GCC, including the Integration and Transfer of services

Please note Appendix C (Bid Group rules) provides guidance on Supplier and bid group options for this procurement.

The Procurement process

19. This procurement will follow a Competitive Flexible Procedure under the Procurement Act 2023. There will be multiple phases, namely:
- a. Qualification: Assess, identify and shortlist Suppliers capable of delivering the required Core Capabilities, either independently as a single organisation or through collaborative partnerships with other Suppliers.
 - b. Supplier Selection: Evaluate shortlisted Suppliers through Initial Proposals, collaborative solution design sessions, Final Proposals and on-site visits with the objective of selecting the preferred Supplier and finalising the commercial offer and contractual terms to determine the best-fit partner for successful delivery.
 - c. Award: Formalise the agreement with the successful Supplier in compliance with the Procurement Act 2023 incorporating the mandatory standstill period before to establish a legally binding contract for delivery of the required Core Capabilities.

Indicative Procurement timetable

20. The indicative timetable for the Procurement is set out in the following table (the Procurement Timetable). Where known, deadlines for the submission of responses to National Grid are shown in bold.

Procurement Activity	Indicative date(s) and time(s)
Publish qualification event	12-Dec-25
Responses due to qualification event	09-Jan-26 14h London
Shortlist and notify Suppliers	w/e 30-Jan-26
Publish Initial Proposal	13-Feb-26
If bidding with other Suppliers, you must have formed, or joined a Bid Group	06-Mar-26
Responses due to Initial Proposal	27-Mar-26 14h London
Shortlist and notify Suppliers	May 2026
Collaboration & Alignment sessions	May / June 2026
Shortlist and notify Suppliers	July 2026
Publish Final Proposal	September 2026
Responses due to Final Proposal	November 2026
Site Visits	November 2026
Invitation to Best and Final Offers	January 2027
Contract award	March 2027

Suppliers should note that failure to submit a response prior to the deadline for responding to the qualification event will result in the Supplier's submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Ariba eSourcing portal.

21. Please note that National Grid reserves the right, in its absolute discretion, to amend, add, remove or vary steps in the indicative timetable, or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

How to respond to this opportunity

- 22. Suppliers must submit their response via the Ariba eSourcing portal by responding to each question in the format provided in the qualification activity event.
- 23. Completed responses must be submitted no later than 14h London on Wednesday, January 9th 2026.
- 24. Offline or email responses will not be accepted or evaluated.
- 25. It is the responsibility of the Supplier to ensure timely access to the Ariba eSourcing portal.

Requests for clarification

26. Any requests for clarification relating to the Procurement must be submitted via the Ariba eSourcing portal, no later than 14h on Thursday, December 18th 2025 to allow National Grid sufficient time to respond prior to the closing date for receipt of submissions. National Grid will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
27. National Grid reserves the right not to answer any requests for clarification submitted after the deadline or submitted via any means other than the Ariba eSourcing portal.
28. If Suppliers identify a technical issue with the Ariba eSourcing portal, they should contact Ariba by going to the Ariba log on page, clicking the question mark symbol at the right of the screen and following the on-screen prompts to contact Ariba without delay.
29. If you are unable to resolve your technical issue with Ariba, please contact Andrew Gill at andrew.gill@nationalgrid.com
30. Where National Grid considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will disclose to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and National Grid's response, with the exception of those deemed by National Grid to be confidential as provided below.
31. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to National Grid at the time of the submission of that clarification request. National Grid will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
32. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by National Grid in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.
33. It is the responsibility of each Supplier to monitor all clarifications issued by National Grid. National Grid accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

The assessment process

34. The evaluation of responses to this qualification activity will be used to shortlist Suppliers who will then be invited to the Initial Proposal.
35. National Grid has the ambition to identify 10 to 15 Suppliers capable of meeting the requirements detailed in Appendix B with at least 3 Suppliers capable of meeting all Core Capabilities.
36. To ensure a fair and transparent evaluation, each response will be assessed against defined criteria using a structured scoring methodology.
37. Responses will be scored based upon the answer provided by the Supplier. National Grid reserves the right to require Suppliers to provide additional information and evidence to the extent required to verify a response. Failure to do so if requested or failure to provide sufficient evidence, may result in exclusion from this Procurement.
38. A designated team with responsibility for evaluating responses will review automated scoring for accuracy.
39. We will assess your responses across four sections, each with a different weight reflecting its importance:

Section	Section Weight
1.Policies and Procedures (mandatory)	5%
2.Engineering Capability	40%
3.Design, Build, Operate and Transfer (dBOT) Capability	40%
4.General Questions (mandatory)	15%
Total	100%

40. Policies and Procedures and General Questions are mandatory for all Suppliers. Failure to provide a complete response to these sections will mean that your response will not be evaluated.
41. All questions in Policies and procedures are Pass / Fail questions. If you are unable to answer 'Yes' to each question, you may be excluded.
42. You must respond to at least one of the Engineering Capability and dBOT Capability sections (and may respond to both). These are each known as a Core Capability.

43. A Supplier who responds for only one Core Capability may be qualified and shortlisted as a Partial Capability Supplier.
44. There are specific rules relating to how Partial Capability Suppliers who have been shortlisted must form Bid Groups ahead of the submission of Initial Proposals. Please refer to Appendix C – Bid Group Rules for further information.
45. Each section contains questions, and each question is assigned a weight of 0, 1, 5 or 10.
46. The maximum score for each section is 100% and the lowest score is 0%.
47. Your score will be calculated using the answers you select. These answers are converted into a weighted score based the weight of each question and each section.

Section	# Questions	Questions	Weight (0/1/5/10)
Policies and Procedures	5	2.1 to 2.5	10
Engineering Capability	18	3.1 to 3.9, 3.11, 3.17, 3.18	10
		3.10, 3.12,	5
		3.13, 3.16	1
		3.14, 3.15	0
Design, Build, Operate and Transfer (dBOT) Capability	3	4.1 to 4.3	10
General Questions	9*	5.2, 5.6,	10
		5.1, 5.3,	5
		5.4, 5.5, 5.7, 5.8, 5.9	0

*Please note, you may see fewer than 9 questions depending upon your selections. Suppliers answering fewer questions are not disadvantaged during scoring.

48. As noted at paragraph 42 above, you must respond to **either** “Engineering Capability” **or** “Design, Build, Operate and Transfer (dBOT) Capability” **or both** sections. If you only respond to one section (i.e. you respond as a Partial Capability Supplier), the following applies to how your response is scored:
- We will only score the sections you respond to.

- b. Policies and Procedures will always count for up to 5% of the total available score.
- c. General Questions will always count for up to 15% of the total available score.
- d. The remaining 80% will be split between Engineering and dBOT based on which sections you submit.
- e. If you respond to both Engineering and dBOT, each will be weighted at 40%.
- f. If you respond to only one of these sections, that section will be weighted at 80%.

49. After the evaluation National Grid shall:

- a. collate scores for each of the 4 sections (Policies and Procedures, Engineering Capability, dBOT Capability and General);
- b. rank responses in descending order of total score;
- c. advance at least the top three (3) ranked responses that have responded to both Core Capabilities;
- d. advance at least the top three (3) ranked responses that have responded to one of each of the Core Capabilities;
- e. also advance any other response whose total score is within five percent (5%) (inclusive) of the 3rd-ranked score responding to both Core Capabilities and/or one of the Core Capabilities;
- f. we reserve the right to advance Suppliers whose total score is more than five percent (5%) (inclusive) of the 3rd-ranked score responding to both Core Capabilities and/or one of the Core Capabilities.

50. If fewer than three (3) responses meet these criteria National Grid may invite further participants in order of rank until there are at least three (3) shortlisted participants.

51. Worked example of weighting

If a participant does not have Engineering Capability and therefore does not complete Section 2, we will normalise the weights across the sections they do submit based upon the maximum score achievable from the remaining 3 sections.

Section	Original Section Weight	Adjusted Section Weight
1.Policies and Procedures	5%	5%
2.Engineering Capability	40%	Did not respond
3.Design, Build, Operate and Transfer (dBOT) Capability	40%	80%
4. General	15%	15%
Total	100%	100%

52. Worked example of scoring

To help you interpret your score and understand how it was calculated, here's a simple breakdown of how the Ariba eSourcing portal applies percentage scoring across the four evaluation sections.

In this example, your score was 70% in Policies and Procedures, no return in Engineering Capabilities, 80% in dBOT and 70% in General.

Section	Original Full Capability Section Weight	Normalised Partial Capability Section Weight	Your score in section	Contribution to total score
1.Policies and Procedures	5%	5%	70%	$70\% \times 5\% = 3.5\%$
2.Engineering Capability	40%	-	-	-
3.Design, Build, Operate and Transfer (dBOT) Capability	40%	80%	80%	$80\% \times 80\% = 64\%$
4.General	15%	15%	70%	$70\% \times 15\% = 10.50\%$
Total				78%

Appendix A: Procurement terms and conditions

Procedural requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at National Grid's sole discretion.

Central Digital Platform

2. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify National Grid immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

Transparency

3. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, National Grid routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve National Grid taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
4. Where required, National Grid will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by National Grid for the specific purpose of assessing or assisting National Grid in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

Modifying the Procurement

5. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of National Grid (or any other person) to enter into a contractual agreement.
6. National Grid reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
7. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, National Grid is not

liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.

8. National Grid reserves the right at any time:

- a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A;
- b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected;
- c. to alter the Procurement Timetable for this Procurement;
- d. to rewind and re-run any part of the Procurement on the same or alternative basis; and
- e. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage.

Confidentiality and publicity

9. Save to the extent made publicly available by National Grid, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to National Grid, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of National Grid) to keep such information confidential.
10. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of National Grid. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Non-disclosure agreement

11. Suppliers shortlisted to participate in the initial proposal stage of this Procurement will be required to electronically sign a non-disclosure agreement in accordance with the instructions provided in the agreement. A copy of the non-disclosure agreement will be provided to Suppliers shortlisted to participate in the initial proposal stage of this Procurement. Suppliers who do not meet this requirement may be excluded from the Procurement process, at National Grid's discretion.

Commercially sensitive information

12. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:

- a. Using Ariba Messaging, clearly identify which information is considered commercially sensitive
- b. explain the potential implications of disclosure of such information
- c. provide an estimate of the period for which the Supplier considers that such information will remain commercially sensitive

13. National Grid will endeavour to:

- d. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive
- a. Suppliers should note, however, that the final decision on disclosure rests with National Grid, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception is provided for, National Grid may be obliged to disclose that information in response to a request. Accordingly, National Grid cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

Financial health assessment including Parent Company Guarantee or other securities

14. National Grid conducts rigorous financial health assessments both at qualification stage and routinely throughout the contract lifecycle to safeguard continuity of service and manage risk.

15. We use a variety of tools, including, but not limited to,

- a. Companies House filings for statutory compliance and financial trends
- b. Dun & Bradstreet (D&B) risk scores and historical data
- c. Supplier-submitted financial statements
- d. Additional information requests, including parent company financials where relevant

16. A D&B score is a widely recognized indicator of financial stability and creditworthiness:

Strong score: Suggests low risk of insolvency, consistent payment performance, and robust financial ratios.

Low score: May indicate elevated risk factors such as late payments, adverse credit events, or deteriorating liquidity

17. A low D&B score does not automatically lead to exclusion. Instead, it triggers a risk review process, which may include:

- a. Requesting audited financial statements or management accounts
- b. Seeking clarification on recent adverse events or anomalies
- c. Assessing parent company guarantees or group-level financial strength
- d. Evaluating mitigating factors such as secured funding, insurance, or contractual protections
- e. Reviewing parent company guarantees or group financial strength

- f. Considering mitigating factors such as long-term contracts, secured funding, or insurance arrangement
- 18. The outcome of National Grid's risk review may result in the Supplier being able to continue to participate in the Procurement (which may be on a conditional basis) or the Supplier being excluded from further participation in the Procurement due to poor financial health.
- 19. National Grid reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement. National Grid will confirm this requirement with each shortlisted Supplier (if any) before or during the Final Proposal stage.
- 20. Where the Supplier's parent company is incorporated outside the United Kingdom and is giving a parent company guarantee, National Grid will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
- 21. Notwithstanding the above, National Grid may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where National Grid specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Non-collusion, non-canvassing

- 22. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to National Grid and without prejudice to any criminal liability that such conduct by a Supplier may attract.
- 23. Specifically, Suppliers must not directly or indirectly at any time:
 - a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance
 - b. enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission
 - c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
 - d. canvass any employees, members or agents of National Grid in relation to this Procurement

- e. attempt to obtain information from any of the employees, members or agents of National Grid or their advisors concerning another Supplier or submission
 - f. carry out any other co-operation or collusion with another Supplier or any other person which National Grid considers capable of undermining fair competition
24. Suppliers will be required to complete non-collusion and non-canvassing agreements noting that National Grid will be entitled to rely on the information provided in that agreement.

Conflicts of interest

25. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and National Grid or its advisers. Suppliers must notify National Grid immediately of any actual, potential or perceived conflict of interest.
26. In the event of any actual, potential or perceived conflict of interest, National Grid shall in its absolute discretion decide on the appropriate course of action. National Grid reserves the right to:
- a. exclude any Supplier that fails to notify National Grid of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
 - b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with National Grid. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process
27. National Grid strongly encourages Suppliers to contact National Grid as soon as possible using the Ariba eSourcing portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

28. National Grid confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

Intellectual property

29. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by National Grid and/or its advisers in this Procurement, in whatever format, belong to National Grid, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of National Grid. All documentation supplied by National Grid in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Merger/Affiliates Participation rule

30. Where two or more Suppliers in this competition become connected persons (including by acquisition, merger or common control) at any time:

pre-completion they must participate independently and maintain effective information barriers;

post-completion the group must nominate one supplier to remain in the competition within five (5) working days of completion and withdraw the other(s).

31. National Grid may set evidence requirements, request undertakings and, where necessary, exclude one or more Suppliers for breach of procedure or improper behaviour, applying equal treatment and proportionality.

Ethical walls agreement

32. Suppliers may be required to sign an ethical walls agreement. Any Supplier reasonably requested to sign an ethical walls agreement that fails to comply with this requirement may be disqualified from the Procurement at the discretion of National Grid.

33. Suppliers must notify National Grid immediately in writing where an unfair advantage or a perceived, potential or actual conflict of interest exists between the Supplier (in this context this includes but is not limited to any consortium member, subcontractor and/or advisers of the same) and National Grid and/or its advisers. Any Supplier that fails to comply with this requirement may be disqualified from the Procurement at the discretion of National Grid. These conditions are without prejudice to the obligations within an ethical walls agreement.

Anti-competitive behaviour

34. Suppliers are reminded of their obligations under applicable competition laws. National Grid may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.

35. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. National Grid also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.

36. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

37. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by National Grid. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
38. The Supplier's final tender submission must remain valid for acceptance for a period of 12 months from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

39. Suppliers may withdraw from the Procurement at any time before the final proposal submission deadline by providing written notification to National Grid via the Ariba eSourcing portal.
40. In the event that a Supplier withdraws from the Procurement prior to the submission deadline for initial proposals, National Grid reserves the right (but shall not be obliged) to invite the next highest ranked Supplier that submitted a valid response to the qualification activity but which attained a score that was not sufficiently high for it to be shortlisted, to be re-instated in the Procurement and invited to submit an initial tender.

Modifying your response

41. Suppliers may modify their submitted response before the submission deadline but not after it.

Supplier eligibility

42. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
43. National Grid reserves the right to require any Supplier to provide such further information as National Grid may require (and for the avoidance of doubt, National Grid may make multiple requests) as to any issue addressed in the Procurement, including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
44. National Grid must be notified in writing via the Ariba eSourcing portal promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that National Grid may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, National Grid reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

Supplier warranties

45. In responding to this invitation, the Supplier warrants, represents and undertakes to National Grid that:

- a. it understands and has complied with the conditions set out in this document
- b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to National Grid by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
- c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of National Grid (with the exception of any information which is expressly warranted by National Grid)
- d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to National Grid

46. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

- a. National Grid may exclude the Supplier from participating in this Procurement
- b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
- c. National Grid may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
- d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

No reliance

47. Information provided by National Grid is offered in good faith and to provide guidance to you in your qualification event response only. No warranty or representation (express or implied) is given as to the accuracy or completeness of that information, and neither National Grid nor its advisers shall be liable for any loss or damage arising as a result of any error, misstatement or omission.

48. National Grid shall have no liability (directly or indirectly) to any Supplier as a result of the use by you or any other person of any information provided in connection with this Procurement.

49. No representation or warranty, express or implied, is or will be given by National Grid or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the qualification event or on which the qualification event is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed to the fullest extent permitted by law.
50. Neither the receipt of this document by any person, nor the supply of any information in connection with it is to be taken as constituting the giving of investment advice by National Grid or any of its advisers to any Supplier.

Third parties

51. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

52. The laws of England and Wales are applicable to this Procurement.
53. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Appendix B: National Grid's detailed requirements

National Grid (NG) is an energy company operating in the UK and US. We deliver electricity and gas safely, reliably and efficiently to the customers and communities we serve - all while working towards a clean energy future.

The company is currently undergoing a strategic transformation of its Enterprise Business Services (EBS) organisation and as part of this initiative is successfully operating Engineering Support Services (ESS) activity in India via an incumbent Supplier arrangement.

ESS is a proven, flexible, and scalable model providing highly skilled engineering support services with diverse technical, project, and analytics skills via an outsource model that transforms engineering processes.

We now wish to create our own Global Capability Centre (GCC) to deliver engineering services at scale and at pace, and we are looking for a Supplier to:

- a. Establish, grow and deliver engineering services capability at pace during the Build & Operate phase
- b. Collaborate with us to validate, and in some cases inform, our design principles and road map to get to the desired end state of an NG owned GCC
- c. Play an active role as we develop a detailed project plan and Statement of Work that allows us to establish an NG owned GCC, including approach to Integration and Transfer
- d. Operationalise the GCC, including the Integration and Transfer of services

This notice is for a wide range of services (and, where applicable, supporting goods, works or services) to support National Grid achieve its target end-state of a Global Capability Centre for engineering services in India.

The **two Core Capabilities** we are seeking are:

1. **Engineering capability** in the context of National Grid's Engineering Support Services
2. **Capability to deliver a GCC** via Design, Build, Operate & Transfer

1. Engineering Capability

Below is an overview of the Key Service Lines (KSLs) that form the foundation of National Grid's Engineering Support Services (ESS). This should give prospective partners a clear understanding of our current engineering capabilities and the strategic framework within which we operate. By sharing this information during the qualification stage of the RfP process, we aim to enable informed responses to qualification questions and establish

alignment on expectations. Additional detail on these KSLs, as well as other services of interest, will be provided in subsequent phases of the RfP.

ESS Background:

ESS delivers complex engineering activity for our business units via an outsourced model in India. By leveraging offshore engineering capabilities, ESS enables access to high-quality talent and delivers services with cost efficiency and operational agility. Vendors engaged through this framework are expected to demonstrate both depth of engineering competence and the ability to collaborate as strategic partners in the following five areas, which we call Key Service Lines (KSLs):

1. System Modelling and Early & Project Development
2. Work Management
3. Asset Management
4. Project Controls
5. Data Management

We have provided details on each KSL below to help you answer accurately the qualification questions.

KSL 1: System Modelling and Early Development Support

Overview:

This KSL integrates system modelling, early development, and project development disciplines to define technically robust, economically optimised, and environmentally sustainable solutions to deliver National Grid strategic and regulatory outcomes. It establishes the analytical foundation for investment decisions and project initiation, enabling National Grid to model network performance, validate design options, and define engineering parameters aligned to associated UK and US regulatory conditions, requirements and technical standards.

Core Capabilities:

- **System Modelling:** Quantitative simulation and scenario forecasting of onshore and offshore network performance including AC/DC hybrid systems, reliability, and operational constraints.
- **Early Development:** Feasibility, optioneering, and pre-sanction deliverables for terrestrial and marine infrastructure to support investment approval.
- **Project Development:** Detailed project definition, including cost, schedule, risk baselining across multi-environment assets and regulatory submission.
- **Strategic Advisory & Thought Leadership:** Vendor-led guidance to mature NG's internal processes, digital capabilities, and network planning practices.

KSL 2: Work Management Support

Overview:

The Work Management KSL establishes the foundation for effective planning, scheduling, execution, and closeout of asset operations, capital delivery projects, other field and related maintenance activities. It ensures that both planned and reactive operational activities across the asset lifecycle are effectively scheduled, coordinated, and executed to underpin operational reliability, safety performance, and cost efficiency for both electricity and gas networks.

Core Capabilities:

- **Work Planning & Scheduling:** Standardised, data-informed planning and scheduling of routine, corrective, and capital works.
- **Workpack Production & Material Coordination:** Development of digital workpacks, materials requisition, and field readiness documentation ensuring seamless work execution.
- **Inventory Forecasting & Management:** Proactive materials forecasting, stock optimisation, and supply chain alignment to planned works.
- **Field Execution & Closeout:** Safe, efficient, and consistent delivery of field activities, supported by mobile work management systems, financial and digital closeout tools.
- **Performance & Compliance Management:** Monitoring of work productivity, utilisation, and assurance metrics, ensuring adherence to regulatory and internal standards.
- **Strategic Advisory & Thought Leadership:** Vendor-led transformation to evolve from reactive to predictive and prescriptive work management across all regions within a Business Unit.

KSL 3: Asset Management

Overview:

The Asset Management KSL provides the strategic and operational discipline that ensures National Grid networks are planned, maintained, and invested in to deliver a safe, secure, reliable, and cost-effective service to its customers. The support spans the full lifecycle of assets, from strategic planning, design, construction and operation to renewal and decommissioning.

Core Capabilities:

- **Asset Strategy:** Supporting development, refinement and application of asset policies, lifecycle strategies, and risk models that align with business objectives and regulatory frameworks.

- **Asset Health and Risk Assessment:** Analysing asset performance to assess health indices, predict failures, and inform interventions decisions.
- **Asset Lifecycle Planning:** Identifying and justifying asset interventions based on risk, performance, and cost-benefit analysis. Supports regulatory submissions and capital planning.
- **Spatial and Digital Asset Management:** Use of Building Information Modelling (BIM) and asset information standards to enhance visibility and interoperability of asset data.
- **Strategic Advisory & Thought Leadership:** Partnering with BUs to elevate maturity in asset management systems, digital analytics, and regulatory readiness.

KSL 4: Project Controls

Overview

The Project Controls KSL provides the structure, tools, and discipline to manage cost, schedule, and risk across the lifecycle of capital delivery, from individual projects to complex programme and portfolio management (P3M3), in alignment with regulatory and National Grid strategic objectives. It could potentially lead to a standardised, data-driven foundation for project governance across the UK and US.

Core Capabilities:

- **Planning and Baseline Development:** Establishing and maintaining integrated schedules across projects, programmes, and portfolios. Supports optioneering, investment justification, and regulatory submissions at both project and portfolio levels.
- **Cost Management & Estimating:** Developing cost models and estimates across lifecycle stages, from feasibility to close-out. Supports optioneering, investment justification, and regulatory submissions at both project and portfolio levels.
- **Monitoring and Forecasting:** Tracking progress against baselines, identifying variances, and updating forecasts at both project and portfolio levels. Enables proactive decision-making and early intervention to manage delivery risk.
- **Risk & Change Control:** Maintaining risk registers, facilitating mitigation planning, and managing change control processes across delivery tiers in line with ISO 31000 or equivalent frameworks. Supports both strategic and operational risk oversight across interdependent workstreams.
- **Document Control:** Management of project documentation, version control, and audit trails to ensure traceability, compliance, and alignment across stakeholders.
- **Performance Reporting:** Generation of structured reports and dashboards to track KPIs, earned value, and delivery performance against regulatory and internal benchmarks.

- **Digital Integration & Automation:** Leveraging digital tools and platforms to automate reporting, integrate data from multiple systems, and enhance real-time visibility across cost, schedule, and risk dimensions.
- **Strategic Advisory & Thought Leadership:** Providing insights and challenge to optimise delivery strategies, improve forecasting accuracy, and embed best practices across P3M3 environment, including capital planning, governance, regulatory engagement and delivery assurance.

KSL 5: Data Management Support

Overview

The Data Management KSL underpins all other KSLs by ensuring the quality, accessibility, and integration of data across systems. It enables evidence-based decision-making and supports regulatory compliance, digital transformation, and operational excellence. This KSL supports both strategic and operational needs across National Grid networks, ensuring that data is trusted, traceable, and actionable. It plays a foundational role in enabling digital twins, automation, and advanced analytics across the enterprise.

Core Capabilities:

- **Data Governance & Quality Assurance:** Establishing and or maintaining policies, standards, and validation frameworks to ensure data is accurate, complete, and fit for purpose. Supports regulatory compliance and enables consistent decision-making across enterprise systems.
- **Metadata & Master Data Management:** Defining and maintaining metadata structures and master data sets to ensure consistency across platforms. Enables traceability, interoperability, and alignment with enterprise architecture standards.
- **Systems Integration & Interfacing:** Designing and maintaining interfaces between modelling, asset, and project systems. Facilitates seamless data flow across platforms and supports digital twin enablement and automation initiatives.
- **Reporting & Analytics Enablement:** Developing dashboards, KPIs, and analytics tools to support performance tracking, regulatory reporting, and strategic insights. Ensures data is actionable and aligned with business outcomes.
- **Strategic Advisory & Thought Leadership:** Providing guidance on data strategy, architecture, and lifecycle management. Embeds best practices across BUs and supports transformation initiatives including AI, automation, and predictive analytics.

2. Capability to deliver a GCC via DBOT

Our preferred route to establish the GCC is using a design build, operate and transfer model.

Phase 1 - Design

The successful party collaborates with National Grid to define the requirements of our GCC including location, physical space, office layout, IT infrastructure and network

connectivity, service standards and operational requirements and compliance with local laws and regulations. These requirements must satisfy our needs for both the Build / Operate phase as well as the Transfer phase, minimising risk to business continuity at the point of Transfer.

This phase ensures the GCC is tailored to National Grid's strategic and operational needs before the Build phase and has the necessary plans and documentation, budget and internal approvals.

In parallel National Grid will have established its own legal entity in India and will be hiring key leaders locally to support the Build-Operate-Transfer phase.

Phase 2 - Build

The successful party establishes its own infrastructure, recruits' talent, completes transition of services from incumbent (if applicable) and focuses on delivering the planned design on time and within scope and budget.

In parallel local National Grid leaders will partner with the successful party on hiring of critical roles for the GCC, oversee the transition from incumbent (if applicable) and support the Build phase of the GCC.

Phase 3 - Operate

The successful party will deliver day-to-day Engineering Support Services operations as well as supporting growth and maturity of the services.

This phase resembles a traditional outsourcing arrangement, and the successful party will be responsible for delivering all necessary support functions such as HR, payroll, IT support, etc. Service levels and governance models will be aligned to National Grid's expectations.

In parallel National Grid will be preparing itself for the Transfer phase, ensuring appropriate infrastructure is in place as determined during the Design phase.

Phase 4 - Transfer

The Supplier will design and implement the transfer of people and assets to the GCC, including the transfer of operational knowledge, systems and staff from the Supplier to National Grid India within the agreed timescale in such a way that service delivery and service standards are not affected.

National Grid anticipates there will be an enduring layer of Engineering Support Services that will remain with the Supplier as an outsourced arrangement and not be transferred to National Grid at the point of Transfer.

Phase 5 – After completion

After completion of the Transfer phase, the Supplier will continue providing an enduring layer of outsourced services, which will be defined and agreed during the Transfer phase. In addition, both parties may agree additional works for example, enduring functional support such a Finance or IT etc.

Please Note

National Grid's offshore operations are currently based in India via an incumbent Supplier arrangement and India is the preferred location for our Global Capability Centre. However, we intend to explore location strategy with regards to where in India as part of our qualification and sourcing activities.

National Grid wishes to provide additional insight into the estimated total value figure included in this notice because this public notice permits only a single figure.

As at the date of this document, National Grid estimates the total cost to be in the range of £100,000,000 to £250,000,000 excluding VAT (£100 million to £250 million)

Appendix C: Bid Group rules

Working with others to respond to this Procurement

Bidding with other Suppliers

1. National Grid is keen to ensure that this Procurement is open to a wide market and that there is genuine competition. The resources, range and depth of skills needed to deliver the requirement could reside entirely within a single organisation or Suppliers may wish to collaborate with one another or involve a wider supply chain in how they would propose to deliver the requirement. Examples of ways in which a Supplier might work with others to respond to this Procurement include:
 - a. **Prime Contractor:** One Supplier will participate in this Procurement as a Prime Contractor and rely on one or more sub-contractors to provide the capability needed to meet the requirement. If successful, National Grid will contract with the Prime Contractor who will in turn sub-contract elements of delivery to its sub-contractors.
 - b. **Consortium:** A group of Suppliers who agree to team up and work together to participate in this Procurement, each providing aspects of the capability needed to meet the requirement. A consortium could remain unincorporated or may in time designate a particular Supplier to be a Prime Contractor.
 - c. **Incorporated Joint Venture:** A group of Suppliers who agree to team up and work together to participate in this Procurement, and who will form a separate corporate entity (a 'special purpose vehicle' or 'JVCo') that will, if successful, contract with National Grid.
2. National Grid will refer to these and other similar arrangements as "**Bid Groups**". Each Bid Group must identify one "**Lead Supplier**". The Lead Supplier will be responsible for the overall preparation and submission of the Bid Group's response to this qualification activity on behalf of all members of Bid Group – i.e. the Lead Supplier will be an administrative lead and single point of contact for the purposes of this Procurement.
3. National Grid does not require Bid Groups to be formalised at the point of submission of responses to this qualification activity, but various questions require Suppliers to describe how they would organise themselves to enter into the contract and deliver the requirement if successful.
4. Suppliers who have formed or intend to form a Bid Group with other Suppliers should therefore respond to this qualification activity in the light of any Bid Group arrangements as they are currently envisaged. In the responses to the qualification activity, each member of a Bid Group may not be able to individually provide information requested for a given question. Bid Groups are instead required to provide the information requested on a 'whole-of-group' basis through the Lead Supplier. The Bid Group's response should clearly indicate which member of the Bid Group is responsible for providing the information or capability. This will enable National Grid to evaluate a single response for that Bid Group.

5. Suppliers who are open to forming or joining a Bid Group but who have not yet identified any other members of the Bid Group may choose to respond to this qualification activity as a Partial Capability Supplier and should refer to paragraphs 7 to 10 below.
6. If requested to do so by National Grid in accordance with section 72 of the Act, a Supplier must enter into a legal arrangement with other members of a consortium or with any other parties (e.g. sub-contractors) which are relied on in order to satisfy the conditions of participation relating to this Procurement. Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Partial Capability Suppliers and formation of Bid Groups

7. As set out above under the Assessment Process heading, it is possible for a Supplier to be shortlisted for the Initial Proposal stage despite on the basis of a response that covers only one of the Core Capabilities.
8. If a Supplier is shortlisted on this basis (a "**Partial Capability Supplier**"), the Partial Capability Supplier must ensure that, by no later than 15 business days before the Initial Proposal submission date, it has formed or joined a Bid Group that is capable of delivering both Core Capabilities. The Partial Capability Supplier may do so in three ways:
 - a. **Forming a Bid Group with one or more other Partial Capability Suppliers in order to provide both Core Capabilities.** In this situation, as the Partial Capability Suppliers have all been shortlisted, National Grid will only require information about the proposed way in which those Partial Capability Suppliers intend to form their Bid Group. The rules relating to Bid Groups, as set out in this document and in subsequent tender documents, will apply to that Bid Group.
 - b. **Forming a Bid Group with one or more other suppliers who have not been shortlisted.** In this situation, a Partial Capability Supplier may bring onboard additional suppliers as sub-contractors in a Prime Contractor arrangement. The Partial Capability Supplier must be the Lead Supplier. In its capacity as Lead Supplier, the Partial Capability Supplier must prepare and submit to National Grid a new qualification response for the proposed new Bid Group. National Grid will reassess the new Bid Group's capability against the criteria and will advise the Partial Capability Supplier whether the new Bid Group has met the requisite standard for shortlisting. For these purposes only, the requisite standard will be a score that is equal to or greater than the Supplier with the lowest score who was initially shortlisted for both Core Capabilities.
 - c. **Joining an existing Bid Group.** In this situation, the Partial Capability Supplier would be joining an existing Bid Group. The rules relating to changes in the makeup of a Bid Group (see paragraphs 15 to 18) would apply.
9. If a Partial Capability Supplier has not formed or joined a Bid Group in accordance with paragraph 8 by the date which is 15 business days before the Initial Proposal submission date, that Partial Capability Supplier will be ineligible to submit an Initial Proposal and will be unable to progress further in the Procurement. On that basis,

that Partial Capability Supplier will be disqualified and excluded from further participation in this Procurement.

10. Suppliers acknowledge that, as part of enabling Partial Capability Suppliers to identify opportunities to form or join a Bid Group during the period following shortlisting until the deadline in paragraph 8, National Grid will, soon after shortlisting of Suppliers, publish the list of shortlisted Suppliers via the Ariba eSourcing Portal. National Grid will otherwise not be involved in the establishment of or changes to Bid Groups. Suppliers are also reminded of the importance of ensuring that there is no collusion, bid-rigging or other exchanges between Suppliers which may amount to improper conduct.

Involvement in more than one Bid Group

11. National Grid recognises that Suppliers may wish to be involved in more than one Bid Group. A Supplier's involvement may also differ as between Bid Groups (for example, a Supplier may be a key sub-contractor to a prime contractor in one Bid Group, and a consortium member in another). National Grid wishes to keep the market as open as it reasonably can for the purposes of this qualification activity.
12. National Grid also recognises that, as the Procurement progresses and to ensure that there is genuine competition among Suppliers at later stages, it needs to provide guidance about how it will manage Supplier involvement in more than one Bid Group during the Initial Proposal stage and beyond. Accordingly, the following rules will apply to Suppliers which have been shortlisted (either singly or as part of a Bid Group) following this qualification activity and issued with the Initial Proposal and who wish to be involved in more than one Bid Group:
 - a. At the point of submission of Initial Proposals, a Supplier may be involved in up to two Bid Groups. For these purposes, being "involved" in a Bid Group includes:
 - i. the Supplier choosing to bid for the full requirement by itself or as a Prime Contractor with sub-contractors, each of which would count as one involvement; and
 - ii. the Supplier being a member of a consortium or joint venture (whether incorporated or unincorporated).
 - b. A Supplier (the "**first Supplier**") may also be involved as a sub-contractor to another Supplier or Bid Group where the first Supplier is part of the other Supplier's or Bid Group's supply chain but will not be participating directly in this Procurement, which, for these purposes, includes where the first Supplier would be considered a "Key Sub-contractor", which is a sub-contractor (of any tier) to another Supplier or Bid Group that:
 - i. if appointed, would perform a role which National Grid considers to be critical in the provision of any part of the delivery of the requirement; and/or
 - ii. would have a sub-contract with an anticipated contract value which would exceed, if appointed, 10% of the aggregate charges forecast to be payable by National Grid.

- c. A Supplier must promptly inform National Grid of an intention to be involved in more than one Bid Group. National Grid may request further information about the Supplier's proposed involvement in more than one Bid Group and the Supplier (or the relevant Lead Supplier(s) if applicable) shall promptly provide such information.
- d. Depending on the nature of the Supplier's involvement in more than one Bid Group, National Grid may require the Supplier (and any associated Bid Groups) to put in place certain measures to ensure that no Supplier is unfairly advantaged or disadvantaged as a result of the Supplier's involvement in more than one Bid Group. Such measures may include (but are not limited to) the following:
 - i. putting in place a process agreement with National Grid that sets out specific commitments and measures that will govern the way the Supplier can be involved in more than one Bid Group;
 - ii. separation of personnel involved in different Bid Groups (e.g. through information barriers or ethical walls, segregation of systems and facilities, and appropriate confidentiality undertakings);
 - iii. a conflict of interest protocol to identify and address any actual or potential conflicts among personnel working on different Bid Group teams;
 - iv. protocols for internal governance and approvals / sign-off of submissions, including in relation to pricing;
 - v. regular confirmations (and, if appropriate, audit by National Grid or a nominated third party) of any such arrangements; and
 - vi. such other measures as National Grid considers appropriate in the circumstances.
- 13. Notwithstanding the above, National Grid reserves the rights to approve (conditionally or otherwise) or not approve the involvement of a Supplier in more than one Bid Group.
- 14. Failure by a Supplier to comply with these provisions and the requirements of any measures put in place in relation to the Supplier's involvement in more than one Bid Group could lead to the Supplier's exclusion from participation in the Procurement. It may also lead to the exclusion of any Bid Group with which the Supplier was involved. All Suppliers involved in a Bid Group should therefore note and ensure they understand the importance of (i) keeping National Grid informed and (ii) complying with any measures put in place.

Changes in the makeup of a Bid Group

- 15. National Grid recognises that arrangements in relation to Bid Groups may be subject to future change. Without limiting its other rights, National Grid reserves the right to exclude Suppliers during later stages of this Procurement if, as a result of a change in Bid Group arrangements, Suppliers no longer satisfy the qualification criteria, minimum standards for any mandatory or award criterion, would otherwise not have been shortlisted and invited to tender or would be involved in more than two Bid Groups as described in paragraph a
- 16. If, following the submission of responses to this qualification activity, Suppliers propose to form or join a Bid Group, or to change the membership of a Bid Group,

the relevant Suppliers (or, if applicable, the Lead Supplier or proposed Lead Supplier) must immediately inform National Grid. In the case of a Partial Capability Supplier, the provisions of paragraphs 7 to 10 will apply to how the Partial Capability Supplier may form or join a Bid Group.

17. During the Procurement process, Suppliers will be required to confirm to National Grid:
 - a. whenever there is a proposed change in membership of a Bid Group, or other material change in how the Bid Group is established; and
 - b. at each subsequent procurement activity listed in the indicative Procurement Timetable that there has been no material change to the information previously provided to National Grid in relation to the Bid Group. If there has been, National Grid reserves the right to seek further information and paragraph 20 will apply.
18. During the later stages of this Procurement, it is important that Bid Group composition remains stable, as Suppliers who have been invited to participate in those stages will have been selected on the basis of earlier submissions. Accordingly, changes to the makeup of a Bid Group will not be permitted following the Initial Proposal submission date, unless there are exceptional circumstances which, in National Grid's view, mean it would be appropriate to agree to such a change.

Status of information and National Grid's right to clarify

19. If any of the information provided in response to the qualification activity about how a Bid Group will be organised changes at any subsequent stage of this Procurement, the Lead Supplier is required to notify National Grid as soon as possible.
20. National Grid reserves the right to seek clarification and information regarding the arrangements between members of any Bid Group as part of its assessment and selection process.

Further information about how Bid Groups may participate in this Procurement

21. The above rules relating to Bid Groups apply throughout this Procurement. National Grid may update or supplement these rules as the Procurement continues. For example, further information about the requirements for finalising and formalising Bid Group arrangements will be included in the Initial RfP, as will any requirements about how a Bid Group would, if successful, contract with National Grid.
22. National Grid accepts no liability in connection with Suppliers' decisions to form or change Bid Groups. Suppliers do so at their own risk and cost.

Appendix D: Glossary

Defined term	Definition
Act	means the Procurement Act 2023.
Ariba eSourcing portal	means the Ariba eSourcing portal used by National Grid for the purposes of this Procurement and which can be accessed here: https://supplier.ariba.com .
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) National Grid is satisfied that the Suppliers will enter 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 (as set out in section 22(9) of the Act).
Authority	means National Grid UK Ltd.
Best and Final Offer (BAFO)	A potential final bidding stage where shortlisted Suppliers submit their most competitive offer.
Bid Group	A collaborative arrangement between Suppliers (e.g., consortium, joint venture, prime contractor model) to deliver NG's requirements.
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Competitive Flexible Procedure	means the competitive flexible procedure as defined by section 20 of the Act.
Contract	means the contract to be entered into by National Grid with the successful Supplier.
Design, Build, Operate and Transfer (dBOT)	A delivery model where a Supplier designs, builds, operates, and then transfers a capability or facility to NG.
Directly delivers	The Supplier delivers the named service themselves using their own resources, staff and infrastructure, without relying on third parties for the core activity (this relates to Qualification questions)
Distribution System Operator (DSO)	An entity responsible for managing electricity distribution networks, ensuring system reliability and efficiency.

Defined term	Definition
Dun & Bradstreet (D&B) Score	A widely recognized indicator of a company's financial stability and creditworthiness.
Enterprise Business Services (EBS)	Provides support services and solutions to enhance operational efficiency and effectiveness across the organisation
Engineering Support Services (ESS)	Outsourced engineering services currently delivered from India, covering technical, project, and analytics capabilities.
Ethical Walls Agreement (EWA)	A protocol to prevent conflicts of interest and ensure fair competition when Suppliers have multiple engagements.
Find a Tender Service (FTS)	The UK government's official platform for publishing public procurement notices
Global Capability Centre (GCC)	A centralized hub for delivering engineering services at scale, intended to be NG-owned in India.
Indirectly delivers	The supplier enables or supports the delivery of the named service but does not directly deliver the named service themselves. This may include subcontracting, enabling required technology or providing advisory or consulting services. Please note: "indirectly" does not mean solely providing the required workforce. (this relates to Qualification questions)
Initial Proposal (IP)	The first detailed submission stage following qualification in the CFP process.
Key Performance Indicators or KPIs	Metrics used to measure supplier performance against agreed service levels.
Key Service Lines (KSLs)	Defined areas of engineering capability within ESS: System Modelling & Early Development, Work Management, Asset Management, Project Controls, Data Management.
Lead Supplier	The designated administrative lead within a Bid Group responsible for submitting responses on behalf of all members.
NG	National Grid
Original Tender Notice	means the tender notice with reference 2025/S 000-059304 / WS5052814900 published on 03-Sep-25 on the Central Digital Platform.
Parent Company Guarantee (PCG)	A contractual commitment from a supplier's parent company to guarantee performance under the contract.

Defined term	Definition
Partial Capability Supplier	A supplier qualified for only one Core Capability (Engineering or dBOT) and required to join a Bid Group before later stages.
Procurement	This Competitive Flexible Procedure procurement process.
Procurement Timetable	The timetable for this Procurement as set out in this document.
Revised Tender Notice	means the tender notice with reference 2025/S 000-059304 / WS5052814900 published on 24-Sep-25 on the Central Digital Platform
Service Credits	Financial adjustments applied when service levels are not met.
Service Levels	Defined standards of performance for services delivered under the contract.
Strategic Infrastructure (SI)	Major projects and assets critical to expanding and modernizing NG's electricity transmission network.
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement.
UK4 Tender Notice	The original procurement notice published on the UK's Find a Tender service.