

**ESTA Management Services Limited**  
**amended Invitation to Tender for the provision of**  
**Services for managing Gas AMR**

This document invites tender responses for the provision of a Hub and Web Interface for Gas AMR to ESTA Management Services Limited ("ESTA").

ESTA will hold a Q&A session on Friday 20/05/2011.

Please contact [ASPCoP@esta.org.uk](mailto:ASPCoP@esta.org.uk) to arrange an appointment for the day. All Q&A's will then be published on the ESTA website on 03/06/2011.

Responses should be returned in the format set out in Appendix 2 and should be emailed to:

[ASPCoP@esta.org.uk](mailto:ASPCoP@esta.org.uk) for the attention of Alan Aldridge

Alternatively post to:

Alan Aldridge, Director  
ESTA Management Services Limited  
252A High Road  
Benfleet  
Essex SS7 5LA

Responses to arrive no later than the close of business on **Friday 17 June 2011.**

Our intention is to place the contract(s) in quarter 3 of 2011.

Should you have any questions relating to this document they should be addressed to:

Alan Aldridge, Director  
ESTA Management Services Limited  
252A High Road  
Benfleet  
Essex SS7 5LA  
T: 01268 569010  
E: [alan@esta.org.uk](mailto:alan@esta.org.uk)

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## **1 WARNINGS/DISCLAIMERS**

Nothing contained in this document or any other communication made between ESTA or its representatives and any party shall constitute an agreement, contract or representation between ESTA and any other party (except for a formal award of contract made in writing by ESTA).

Receipt by the tenderer of this document does not imply the existence of a contract or commitment by or with the ESTA for any purpose and tenderers should note that this document may not result in the award of any business.

ESTA reserves the right to change any aspect of, or cease, the tender process at any time.

The information contained in this document is subject to constant updating and amendment in the future and is necessarily selective. It does not purport to contain all of the information which a tenderer may require.

While ESTA has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, ESTA does not make any representation or warranty as to the accuracy or completeness or otherwise of this document, or the reasonableness of any assumptions on which this document may be based.

All information supplied by ESTA to the tenderers, including that contained in this document, is subject to tenderers' own due diligence.

ESTA accepts no liability to tenderers whatsoever and however arising and whether resulting from the use of this document, or any omissions from or deficiencies in this document.

ESTA may exclude any tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate.

ESTA may at its request require unsuccessful tenderers immediately to return or destroy all documents and other materials and working papers relating to this project and all copies thereof and to destroy all electronic copies. Tenderers may at ESTA's request be required to confirm in writing that all such information has been returned or destroyed.

ESTA may use the information included in a tenderer's response for any reasonable purpose connected with this document. In particular, once a tenderer has been excluded, ESTA reserves the right to use any ideas contained in that tenderer's bid in any on-going discussions with other tenderers but undertakes not to reveal the identity of the provider of such ideas.

Although a supplier has been invited to submit a response to this document, ESTA may still not be satisfied with all matters raised prior to the date of this document. Accordingly ESTA reserves the right to return to any matters raised to date as part of the formal evaluation process.

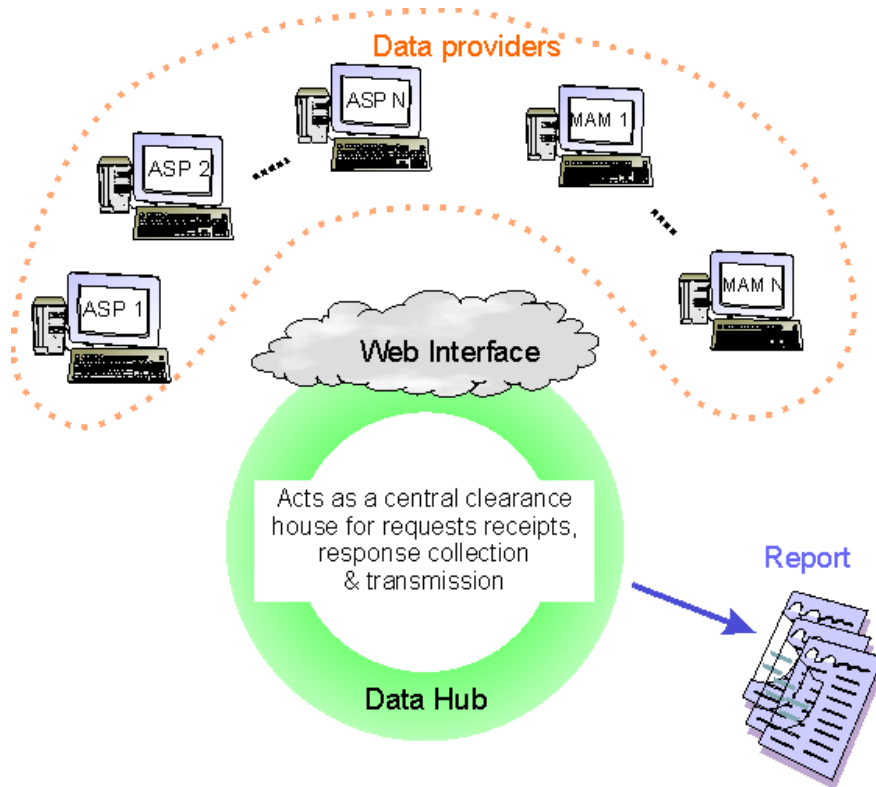
It is the responsibility of tenderers to obtain for themselves at their own expense all additional information necessary for the preparation of their response to this document. No claims of insufficient knowledge will be entertained.

Any tenderer who directly or indirectly canvasses any employee of ESTA concerning the award of the contract will be disqualified.

All tenderers are recommended to seek their own financial and legal advice.

**2 EXECUTIVE SUMMARY**

ESTA is seeking tender responses to address the development of an AMR Service Provider (ASP) Communication Hub (Hub) and the on-going operation and maintenance of the Hub. ESTA also requires the development of a Web user interface (Web interface) and the on-going operation and maintenance of the Web Interface.



ESTA will consider separate proposals for the Development of the Hub and a Web Interface and the on-going operation and maintenance of the Hub and Web Interface.

Reference to days in this document are to Working Days unless specifically set out otherwise.

The high level scope includes:

1. Development, Operation and Maintenance of a Hub
2. Development, Operation and Maintenance of a Web Interface

Proposals will need to provide:

3. High levels of Data Security
4. A Transaction Log (Management Information)
5. Short term storage of requests (we do not envisage any data being stored in the Hub)
6. Message conduit between parties
7. Ability to submit Queries and send updates via the Web Interface including submitting multiple queries e.g. allow spreadsheet to be uploaded

### **3 INTRODUCTION TO ESTA AND THE ASPCoP**

ESTA has developed the ESTA Automated Meter Reading (AMR) Service Providers (ASPs) Code of Practice for Gas Meters (ASPCoP). The ASPCoP provides a robust framework for the operational management of an ASP undertaking. It does not cover commercial and business information flows which maybe agreed between contracting parties (the ASPCoP is available from the ESTA Website).

The ASPCoP is aimed at Automatic Meter Reading Service Providers, who provide data relating to gas consumption from non-domestic Consumers. It is a voluntary CoP, in that it is not underpinned by legislation and therefore does not confer any new obligations or rights on any party. However its purpose is to establish minimum standards and inform stakeholders of best practice.

Compliance with the ASPCoP is being recognised by participants in the non-domestic energy market as a measure of competence

Useful Reference documents include the ESTA ASPCoP and the SPAA Supplier to AMR documents. These are available from:

[www.esta.org.uk/ASPCoP](http://www.esta.org.uk/ASPCoP)

[www.spaa.co.uk](http://www.spaa.co.uk)

## **4 BACKGROUND**

From 6th April 2009 Industrial and Commercial Suppliers (non-domestic Suppliers) have a Licence obligation to install AMR Equipment on all new installations and exchanges where the gas meter will be supplying a load greater than 732,000 kWh (25,000 Therms) per annum and all these meters will be required to have AMR in situ prior to the 6th April 2014.

The Department for Energy and Climate Change (DECC) has yet to decide on the timelines and roll out for the Sub 732,000 kWh (25,000 Therms) market however commercial drivers, including the Climate Reduction Commitment (CRC), are leading to the broader roll out of AMR solutions across the whole I&C sector.

### **4.1 Market Size**

The I&C Market, including SMEs represents circa 1,400,000 Gas Metering Assets of which approximately 40,000 Assets sit within the 732,000 kWh (25,000+ Therms) plus Market and 400,000 sit within the 73,200 kWh (2,500+ Therms) Market.

## **5 SCOPE**

Existing industry Protocols such as Proteus (an existing protocol for gas meter reading used by many Suppliers) and RGMA (the existing protocol used by gas Meter Asset Managers) do not currently support the management of ASP Data.

There is general industry recognition therefore that there is a need for an independent Hub and Web Interface to support the smooth operation of the ASP market.

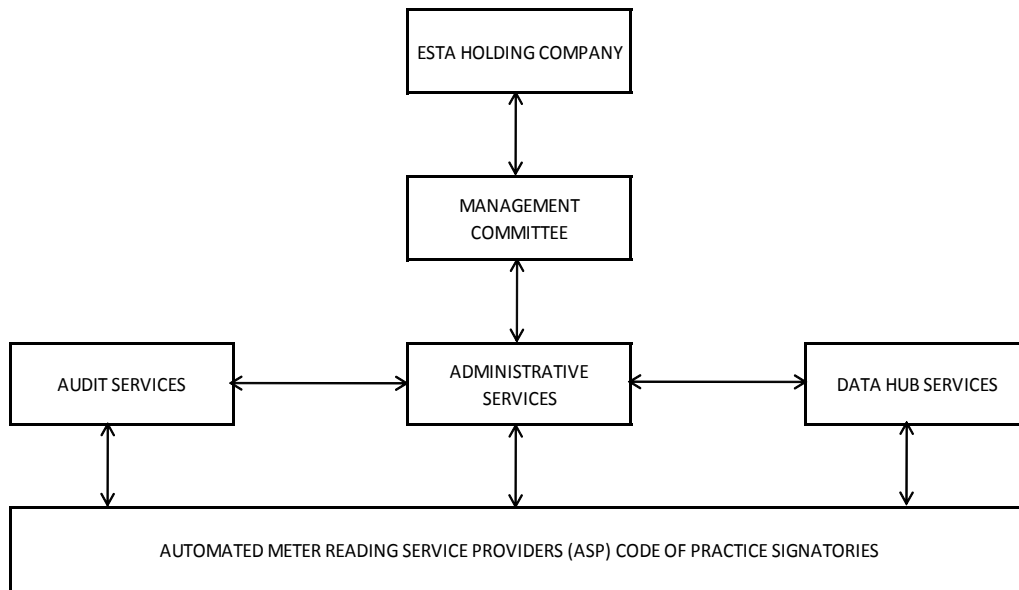
The Hub and Web Interface are intended to be a conduit between the population of Data Providers and provide a routing of responses based on requests submitted by Users.

For the avoidance of doubt there is no requirement for the Hub to store or replicate data belonging to other organisations.

**6 ESTA MANAGEMENT SERVICES LIMITED**

To manage the ASPCoP, ESTA has formed ESTA Management Services Limited as a separate business. The Scheme will be administered by ESTA Management Services Limited and it will incorporate the following functions;

- Management Committee
- Administration Services
- Audit Services
- Communication Hub Services



**6.1 Management Committee (MC)**

The MC will oversee and manage the CoP and the Administration Services, Audit Services and Hub Services.

**6.2 Administration Services**

The Administration Services will be responsible for the day to day administration of the CoP

**6.3 Audit Services**

The Audit Services will be responsible for carrying out the Accreditation of new entrants into the Scheme and also the on-going Audit of existing members of the ASPCoP.

**6.4 Scope of Services**

ESTA is looking for proposals to address the Development of the Hub including the Web Interface and the on-going operation and maintenance of the Hub and Web Interface.

ESTA will consider separate proposals for the Development of the HUB, Web Interface (user interface) that interacts with the HUB and the on-going operation and maintenance of the Communication Hub and Web Interface.

## **7 HUB REQUIREMENTS**

ESTA requires tenderers to submit detailed proposals to:

- a) Design, develop and deliver the specification for communication between Data Providers and Users via the Web Interface
- b) Deliver the Hub in accordance with an agreed specification and project plan;
- c) Provide access to the Hub to relevant parties including Data Providers and Users who register to use the Hub [and meet the criteria specified by ESTA.] Control the passing of information between Users and Data Providers

### **7.1 Web Interface**

- a) Deliver the Web Interface in accordance with an agreed specification and project plan
- b) Ensure the Web Interface is compatible with the Hub

### **7.2 Operation & Maintenance of the Hub and Web Interface**

- a) Operate and maintain the Hub and Web interface including provision of back up facilities.

**8 OVERVIEW OF THE OPERATION OF THE SERVICES**

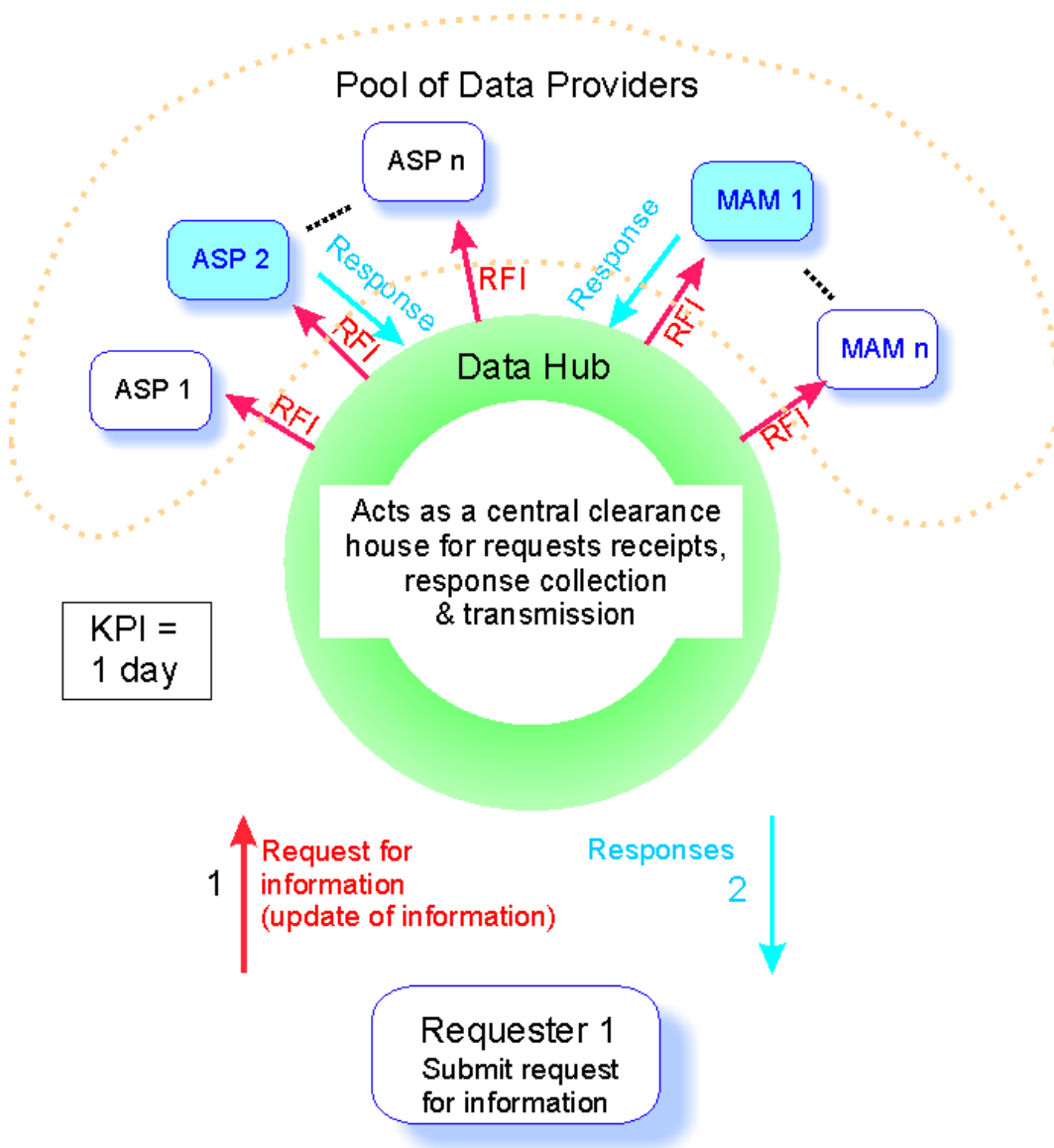
**8.1 Scenario 1 Request for Data Set from a User or Data Provider**

In this scenario a User will request information from the population of Data Providers

The request will relate to a Meter Point Reference Number (MPRN). Any connected Data Provider which has information relating to that MPRN will respond with the data set they hold.

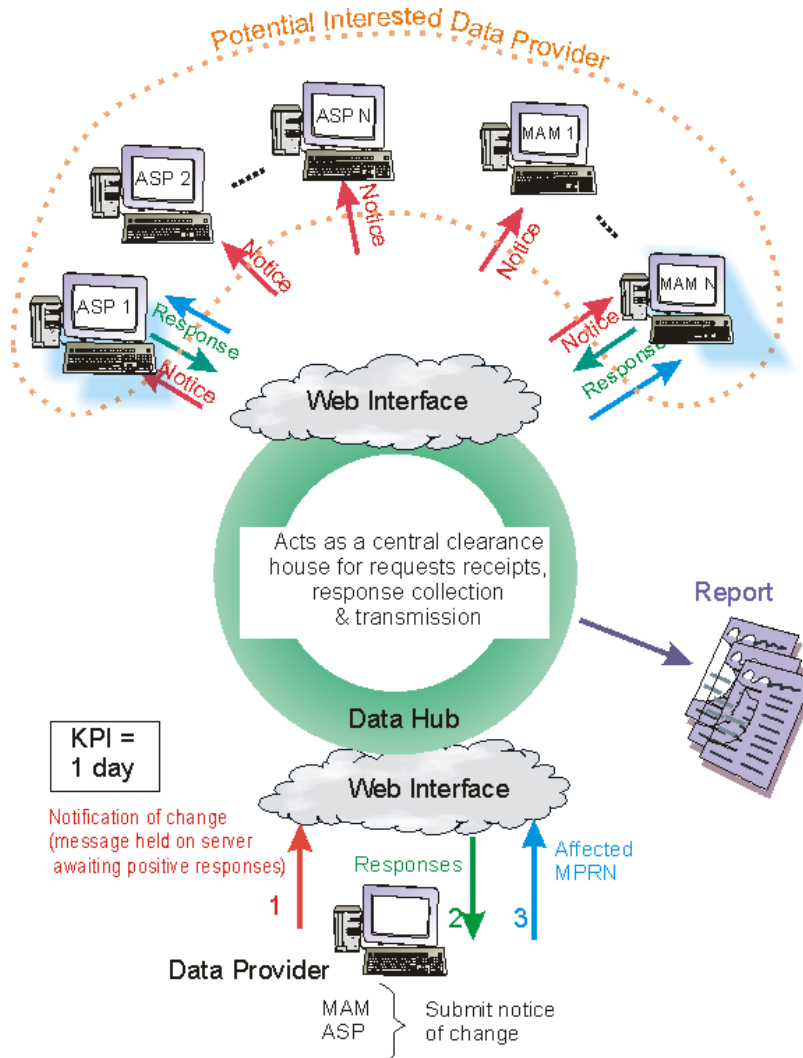
The Hub does not store any data sets.

The response for the request will come directly from the Data Providers. It is anticipated that there could be a 1 day latency to this response, although the aim will be to respond as soon as reasonably practicable.



### 8.2 Scenario 2 Submission of an updated Data Set from a Data Provider to relevant Data Providers

This proposal is additional to the requirements set out in Scenario 1 and is a potential additional development for which we would seek proposals from respondees.



An additional function of the Hub could be to inform the relevant Data Providers of any change to the Data Set at an MPRN which may directly affect them e.g. a meter exchange or the installation of additional AMR equipment at the MPRN.

As in scenario 1 the Data Provider responsible for the change in the Data Set associated with the MPRN will send a request to all to determine who may have an interest in receiving the updated Data Set.

It is anticipated that there could be a 1 day latency to this response, although the aim will be to respond as soon as reasonably practicable

On receipt of the responses those expressing an interest will receive the updated Data Set.

## **9 DATA SET**

Currently MAMs flow information relating to Meter Work to the Supplier in line with existing industry protocols (see RGMA). In the context of the Hub, there is a potential that some of the data items contained in these existing information flows could also be forwarded by the MAM directly to the Hub.

The following Table contains a list of Data Items which have been identified as appropriate to be communicated via the Hub. To avoid duplication of databases across industry the Hub will not store any data other than a record of transactions.

	<b>Instance per MPRN</b>	<b>Data Item</b>	<b>Description of Data Item</b>	<b>Data Item Owner</b>	<b>Source of Data Item</b>
1	S	MPRN	The Unique industry reference point	Supplier	MAM – new meter installation ASP – new AMR installation
2	S	MAM ID	The MDD identifier of the MAM	MAM	MAM – new meter installation, new MAM appointed to existing meter
3	S	Meter Serial Number (MSN)	The Meter Serial number associated with the Meter	MAM	MAM – new meter installation, exchange of existing meter
4	S	Meter Install Date	The Date the Meter was installed	MAM	MAM – new meter installation, exchange of existing meter
5	S	Meter Removal Date	The Date the Meter was removed	MAM	MAM – Meter Removal or Exchange
6	S	Convertor Serial Number (CSN)	The Serial number associated with the Convertor	MAM	MAM – new convertor installation, exchange of existing convertor
7	S	Convertor Install Date	The Date the Convertor was installed	MAM	MAM – new convertor installation, exchange of existing convertor
8	S	Convertor Removal Date	The Date the Convertor was removed	MAM	MAM – Convertor Removal or Exchange

	<b>Instance per MPRN</b>	<b>Data Item</b>	<b>Description of Data Item</b>	<b>Data Item Owner</b>	<b>Source of Data Item</b>
9	M	ASP ID	The MDD identifier of the ASP	ASP	ASP – new AMR installation, new ASP appointed to existing AMR
10	M	AMR Serial Number	The AMR Serial Number associated with the AMR	ASP	ASP – new AMR installation, exchange of existing AMR
11	M	AMR Install Date	The Date the AMR was installed	ASP	ASP – new AMR installation, exchange of existing AMR
12	M	AMR Removal Date	The Date the AMR was removed	ASP	ASP – AMR Removal or Exchange
13	M	Contract Relationship	Consumer, Supplier, Transporter, None	ASP	ASP

Note 1: "Instances per MPRN" identifies Data items which can occur only singularly or in Multiple instances. A Meter could have several AMR devices attached to it.

Note 2: The Contract Relationship identified the nature of the "active" relationship between the ASP and the relevant party e.g. the ASP could be providing services to the Consumer and this information would allow the Supplier to potentially contract with the Consumer's ASP for Read Services.

Note 3: ASP ID, AMR Serial Number, AMR Install Date, AMR Removal Date and Contract Relationship are not currently held by the Industry

**Appendix 1 Response Form and Additional Instructions**

A response form is set out in Appendix 2.

You must respond in full to each of the questions set out in the response form to allow ESTA to make an informed selection of the most appropriate solution. Any alternative options should be made clear.

While promotional material may be included or referred to in your response, you are asked not to include it in substitution of responding fully to all questions.

You are required to reply to all questions in the response form even if you have previously provided this information. This is to ensure that the ESTA can compare each of the options and the suppliers in a fair, like-for-like and reasonable manner.

You should also include an executive summary of your proposal at the beginning of your response. This should outline in brief terms the main features of your proposal and include the following matters:

- An outline of the way in which ESTA's requirements are to be met by your proposal.
- A summary of all the services offered by you in your response.
- A draft project plan and plans for, transition/implementation.
- A description of your overall structure and any aspects of the services which may be subcontracted out.
- Your key qualifications, including in particular your track record and experience in delivery of similar services.
- Your overall management approach in relation to implementation and service delivery.
- Your approach to, and plans for, exit and exit management.
- An overview of your overall costs and proposals in relation to pricing/recovery of the costs.

**APPENDIX 2 – RESPONSE FORM**

<b>Executive Summary</b>			
<p><b>Please identify which Services you are proposing to provide: -</b></p> <ol style="list-style-type: none"> <li><b>1. Hub Development (YES / NO)</b></li> <li><b>2. Hub Operation and Maintenance (YES / NO)</b></li> <li><b>3. Web Interface Development (YES / NO)</b></li> <li><b>4. Web Interface Operation and Maintenance (YES / NO)</b></li> </ol>			
<b>Ref</b>	<b>Question</b>	<b>Guidance</b>	<b>Response</b>
1	Please provide registered company address, web address, name of ultimate holding company	And any other information you believe to be material including but not limited to organisation charts	
2	Please provide financial accounts for last two years		
3	Please confirm that your organisation has no conflict of interest in the offering of the Services, and any related activities currently undertaken.		
4	Please provide your standard Terms and Conditions	These standard Terms and Conditions must be subject to negotiation and we may ultimately seek to agree a bespoke contract.	
5	Please confirm that you would be willing to accept and comply with any reasonable restrictions passed on by ESTA in relation to the use and ownership of this data.		

6	<p>It is envisaged that the IPR in bespoke elements of the system will be owned by ESTA and that in relation to all elements proprietary to third parties you will either procure licences to ESTA on appropriate terms or licence them on terms that they can be transferred to ESTA or a third party on termination of the contract with you. Please confirm your acceptance of this premise.</p>	<p>ESTA will need sufficient rights to continue to use, modify and update the Communication Hub both during and after termination of the contract whether by itself or a third party.</p>	
7	<p>ESTA Management Services would require the source code for all software written for the Hub and Web Interface to be owned by ESTA and provided to it or if such software is licensed on suitable terms, ESTA shall require the source code to be placed in Escrow with a third party and backups available on a third party server. Please confirm your acceptance of these terms and provide details of the terms of any Escrow arrangement you would be willing to enter into.</p> <p>Any third party software licences terms will need to enable the transfer of the license to ESTA in the event of a contract termination.</p>		
8	<p>How are you proposing to undertake initial development?</p>		

9	<p>Specify any areas or elements for which you wish to use a subcontractor. Please provide details of which subcontractor you would wish to use and for what elements, what reasons you have for such subcontracting and why particular third parties would be chosen. Please give details of any existing relationship with such subcontractor and how you would ensure that appropriate management controls would be put in place.</p> <p>If you are proposing to use third parties how would you protect ESTA against any changes in your own sub-contractors' costs or changes in business practices which may affect the provision of the Communication Hub? How would you ensure that your subcontractors comply with all obligations placed on you?</p>		
10	How are you proposing to undertake and manage initial development?	We would envisage Review Meetings with Key Stakeholders etc.	
11	What development tools would be employed to produce the system?	Please provide details of proposed application development tools and database. Third party development should be referenced as stated in the response to question 10 as appropriate.	
12	Would you be prepared to provide an initial mock-up of the Hub and/or Web Interface for evaluation?	If appropriate	
13	What would be your time line for delivery?	Please provide your draft project plan highlighting milestones, Implementation	
14	Describe your approach to Testing and Proving	E.g. Testing Plans, Scripts, UAT, Third Party Data, Key Dependencies	
15	What support would you need to deliver the project	E.g. Provision of Sample Data, Input from Stakeholders	

16	How are you proposing to offer on-going management	The management of an industry communication hub with a number of different types of user will require on-going management. These activities will include, but not be limited to, provision of helpdesk arrangements. If you are using another party to undertake the on-going management please provide details	
17	What would be your approach to Change Management be in relation to the Development, Operational and future expansion of the Hub Services be?	It should be borne in mind that changes are likely to be requested by disparate parties, including industry groups, at all times the Service Provider would be expected to gain authorisation for changes through an agreed procedure.	
18	How are you proposing to provide future maintenance?		
19	How would you manage Communication/Data Security?	We would propose to follow Ofgem recent guidance on Smart Metering where appropriate	
20	Please provide your Data Protection Policy and provide details of the technical, organisational and security measures which you will implement in respect of the Communication Hub.		
21	How would you support existing and future industry requirements and data exchange	Please refer to the invitation document and the SPAA AMR Data Flows	

22	What protocols are you able to support	The industry currently uses .CSV formats but we recognise the move towards XML formats	
23	How would you provide the Web interface	How do envisage the Web front end operating? Including permissions, levels of access etc.	
24	Access management will be a key challenge in the provision of a service for different user types. How would you envisage providing a reasonable on line interface that would prevent inappropriate access to, or use of industry data. For example, searches should only be provided by MPR's and not by industry participant (supplier, ASP, MAM etc.).	We would expect terms and conditions of use and disclaimers to be used on the Web interface in an agreed form.	
25	How would you manage access to online and file flow access controls? Online registration?	<p>The administration of access will be a key activity, and need to be monitored carefully to ensure the right parties are accessing and updating the right data.</p> <p>What procedures do you propose to put in place to identify users and regulate access/use of the Data Items?</p>	
26	Free consumer access to the website is required. This being the case, would you consider discrete value added activities to assist funding the development?	A viable example may be the introduction of discrete appropriate advertising on the web portal.	
27	How would you propose to recover costs for the service from paying parties?	Examples: Licence / Service Charge etc.?	

28	How would you manage Alerts to participants	<p>Examples could include provision of secure ftp, individual email etc.</p> <p>How would you ensure that any personal e-mail addresses are used in line with Data Protection Principles?</p>	
29	What are your Disaster Recovery and Business Continuity policies, how regularly have you tested them and what were the results of these tests?	<p>Please give details of the development, testing and maintenance of these plans and the proposed timing for implementation, setting out details of your proposed strategy and approach, particularly in relation to service levels and recovery times to restore full service.</p> <p>Please set out your approach to mitigating risk and managing any shortfall in service and how it would guarantee continuity of service.</p>	
30	What previous experience do you have of Developing similar systems	Please provide examples including a minimum of 3 references of recent projects or similar developments	
31	What previous experience do you have of the on-going Management of similar systems		
32	What experience have you gained of dealing with similar contracts	Do you operate under Standard Terms and Conditions if so please provide example T&Cs	

33	What Service Levels would you propose	<p>How will you report on the performance of the services and will you provide ESTA with any on-line information?</p> <p>If you fail to reach certain service levels would you propose you suffer any consequences and if so what? Please give details of any service credit schemes or other arrangements you would propose and how successful you envisage these would be in encouraging improved performance.</p> <p>How would you propose to escalate and resolve problems in relation to different areas of the service including service delivery, contractual, commercial and financial issues?</p>	
34	What support would you propose to provide to users of the Communication Hub?	Provide details of what methods users may use to contact you and of core support hours	

35	What are your charges for providing the services?	<p>We would expect costs to be indicative and not subject to significant variation</p> <p>Please provide a detailed breakdown of the cost model you would prefer to use for the provision of the services which Communication Hub. Please give information on your overall approach to the following:</p> <p>How charges will be calculated for each element of the services.</p> <p>The proposed payment profile over time.</p> <p>The overall price for the whole service (split by service elements) indicating how they will vary over the life of the contract.</p> <p>The operation of change requests and their effect on charges.</p> <p>Please explain all assumptions made in your pricing proposals (such as, for example, the number of staff you have assumed) and the rationale behind such assumptions and the impact of changes to activity levels or transaction volumes.</p> <p>All payments under the contract to be in GBP sterling.</p>	
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36	How would you measure and report on levels of customer satisfaction and how would you try and improve customer satisfaction on an on-going basis throughout the life of the contract?	Please put forward any other mechanisms you would put in place to monitor measure and report on service levels.	
37	How will users be able to notify you of issues with the Communication Hub and in what timescales do you propose to correct issues?		
38	What are your views on the duration of the contract?	We are interested in respondents views as to the appropriate length of a contract of this nature including the impact on any proposals for cost recovery	
39	Short term (1-3 years)		
40	Medium term (3-5 years)		
41	Long term (5-10 years)		
42	The service may be required longer than the original contract period. What termination clauses do you view as appropriate to manage potential exit at the end of the contract, or to manage other events that would ordinarily call for contract termination?	The objective here is to ensure that the on-going service can be managed in a way that does not bring undue disruption to the operation of the marketplace.	

<p>43</p>	<p>How would you manage transfer of the service either to ESTA or to a new provider?</p> <p>Please set out your exit management plan including details of the processes and procedures that will be in place during the contract term to facilitate transfer of the services in-house or to another supplier.</p> <p>Please confirm your commitment to transfer on exit to ESTA or any third party appointed by the ESTA of the Communication Hub and any other matters involved in the provision of the Communication Hub.</p> <p>Please specify all costs associated with exit and transfer and any additional resources you propose would be necessary in relation to exit management. How would you seek to recover your costs in relation to this?</p> <p>How would you ensure that delivery of the Communication Hub is maintained at a standard which is acceptable to ESTA at the end of the contract, particularly where notice has been given to terminate the contract early due to breach by you or otherwise?</p>	<p>Please consider transfer of source code, databases, handover support and training.</p>	
<p>44</p>	<p>How do you propose to staff the services and do you envisage that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply to transfer any employees on termination of the contract? ESTA will require an indemnity to cover this eventuality.</p>		

45	<p>Please confirm that you will have sufficient insurance cover to provide for all your potential liabilities under the resulting contract and that you will maintain an adequate level of insurance cover throughout the term of the contract.</p> <p>Please give details of the levels and kinds of insurance held by your organisation and describe which services and areas such insurance would apply.</p>		
46	<p>Please provide any other information you feel would be relevant</p>		