

# Bidder Pack Procurement Specific Requirements

**Research on Costs of INNs Impacts.** 

**Procurement Reference Number: C28388** 

**March 2025** 

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# **Section 1: The Invitation**

This procurement is being carried out by Defra group Commercial on behalf of APHA (Animal and Plant Health Agency) in accordance with the Open Procedure as set out in the Public Contract Regulations 2015 (PCR) on behalf of the Seasonal Labour and Worker Welfare, Food Security and Co-ordination team - Agri-Food Chain Directorate - Defra.

The Bidder Pack comes in two parts.

The first part, The Core Requirements, provides details of the General Requirements, Government Transparency Agenda and Government Priorities.

The second part, the Procurement Specific Requirements, provides details of the Specification Requirements, Terms and Conditions of Contract, Evaluation Methodology, Procurement Timetable and Definitions.

The tendering process seeks to determine the Most Economically Advantageous Tender (MEAT). The Authority will evaluate the Tenders using the tender evaluation criteria and weightings listed in Section 4, Evaluation Methodology.

# **The Opportunity**

This opportunity is advertised by Defra group Commercial on behalf of APHA (Animal and Plant Health Agency).

# **Quotation Submission**

Details of the Qualification, Technical and Commercial requirements can be located through the Atamis e-tendering portal (<a href="https://defra-family.force.com/s/Welcome">https://defra-family.force.com/s/Welcome</a>).

# **Executive Summary**

The GB Non-native Species Secretariat (NNSS, part of APHA) leads a project to reduce the spread and impacts of harmful invasive aquatic species, the Aquatic Biosecurity Partnership. Nine water companies have donated funding for this project over the last five years. The current project will end in March 2025 but contributing water companies are supportive of funding a follow-up project beginning in April 2025. **To enable the NNSS and steering group to develop a work plan for the next phase of the project, the steering group has asked the NNSS to commission research to:** 

- quantify the current cost of invasive non-native species to the water industry
- identify and prioritise emerging INNS threats to water companies
- assess progress with previous recommendations and collaborative working, including the Aquatic Biosecurity Partnership project
- recommend the most effective measures for control of priority species

### **Procurement Plan and Timetable**

The timetable below is subject to change from time to time as notified by the Authority. All Tenderers will be informed via the Authority's <a href="https://defra-family.force.com/s/Welcome.">https://defra-family.force.com/s/Welcome.</a>

Procurement Activity	Anticipated Date	
Publish FTS (UK04) Notice, and Bidder Pack	20th of March 2025	
Clarification deadline (	Date	Time
	15 <sup>th</sup> of April	14:00 GMT
Bidder Pack / ITT response date (Stage 1 pre-	Date	Time
qualification)	22 <sup>nd</sup> of April 2025	12:00 GMT
Compliance Checks	22 <sup>nd</sup> of April 2025	
Evaluation	22 <sup>nd</sup> of April 2025 – 28 <sup>th</sup> of April 2025	
Moderation Meeting	Meeting 30 <sup>th</sup> of April 2025	
Produce Contract Award Report, Draft Feedback/Award Letters and Contract	05 <sup>th</sup> of May 2025	

Approval of Contract Award Report	09 <sup>th</sup> of May 2025
Issue Notification of Intention to Award letters	09 <sup>th</sup> of May 2025
Discretionary Standstill Period	N/A
Self-Declaration Due Diligence	TBC
Finalise Contract and obtain approvals (if required)	12th of May 2025
Contract award / contract issued	12th of May 2025
Contract Start Date	12th of May 2025
Publish Contract Award Notices and Redacted Contract	12th of May 2025
Handover	12th of May 2025
Service Commencement Date	12th of May 2025
Contract End Date	12 <sup>th</sup> of May 2026

All timescales are set using a 24-hour clock and when referring to "days" it means calendar days unless otherwise specified (for example, working days).

#### **Variant Tenders**

The Authority shall not accept variant Tenders.

For the avoidance of doubt, if the Authority has reserved a right to waive a requirement in this Bidder Pack and chooses to exercise such discretion, the Tender will not be considered a variant Tender.

# **Abnormally Low Tenders or Pricing Anomalies**

If the Authority considers your Tender to appear abnormally low, an initial assessment will be undertaken using a comparative analysis of the pricing proposals received from all Tenderers [and the Authority's valuation of the procurement]. If that assessment indicates that your Tender is abnormally low the Authority will request a written explanation of your Tender, or of those parts of your Tender which the Authority considers contribute to your Tender being abnormally low. The Authority reserves the right to reject your Tender if the response does not satisfactorily account for the low level of price or costs proposed.

The assessment of abnormally low tenders will be undertaken strictly in accordance with Regulation 69 of the Public Contracts Regulations 2015, which outlines how abnormally low tenders must be assessed and the circumstances in which the contracting authority can reject the tender.

# **Pricing Anomalies**

If in the opinion of the Authority your Tender contains any pricing anomalies (for example apparent discrepancies between the financial submission and other parts of your response) the Authority may seek clarification. If the clarification response indicates that the pricing anomaly was the result of a clear and obvious error, in the interest of fairness the resulting change will be taken into consideration. If the clarification response results in a change to the initial tendered Commercial Response and price, it will not be taken into account.

# **Section 2: The Specification of Requirements**

# 1. The Authority's Priorities

The Animal and Plant Health Agency (APHA) is an executive agency of the Department for Environment, Food & Rural Affairs (DEFRA), and also works on behalf of the Scottish Government and Welsh Government.

The agency merges the former Animal Health and Veterinary Laboratories Agency (AHVLA) with parts of the Food and Environment Research Agency (FERA) responsible for plant and bee health to create a single agency responsible for animal, plant and bee health.

Further information on our responsibilities and how we are structured can be found on our website.

About us - Animal and Plant Health Agency - GOV.UK

#### Responsibilities:

- identifying and controlling endemic and exotic diseases and pests in animals, plants and bees, and surveillance of new and emerging pests and diseases
- <u>scientific research</u> in areas such as bacterial, viral, prion and parasitic diseases and vaccines, and food safety; and act as an international reference laboratory for many farm animal diseases
- facilitating international trade in animals, products of animal origin, and plants
- protecting endangered wildlife through licensing and registration
- managing a programme of apiary (bee) inspections, diagnostics, research and development, and training and advice
- regulating the safe disposal of animal by-products to reduce the risk of potentially dangerous substances entering the food chain

#### **Our priorities**

- protecting the UK by introducing the new Border Target Operating Model and protecting the UK from animal and plant-related threats to human health.
- promoting UK trade and economic growth by issuing the export health certificates on time.
- we are an organisation that enables industry to innovate and thrive by delivering excellent services that are simple and easy to use for our customers and our people.
- our people to recruit and achieve our target headcount, introducing a new learning and development technical capability hub and pathways.
- place investing in the places we work and refurbishing key APHA sites.

# 1. Overview of Requirement

#### 1.1 Background

Invasive non-native species (INNS) are one of the top threats to global biodiversity, cost the British economy around £2 billion a year, and can harm human health and interfere with our way of life.

While terrestrial invasive non-native species are a serious issue, aquatic non-native species are particularly invasive and, once established, can be impossible to eradicate and extremely costly to manage. A <u>2016 report</u> estimated the cost of INNS to the UK water industry as at least £7.5 million per annum, a figure expected to rise as increasing numbers of invasive species arrive in the country. This report provided a series of recommended measures for water companies to reduce the impacts of INNS, covering prevention, management, control and eradication.

Following this report, the water industry has implemented measures to limit future costs, maintain services, and help protect the environment from INNS. Between 2017 and 2025, over £1 million has been invested by a group of water companies to tackle aquatic INNS in England (£450k invested by eight water companies between 2017 and 2020, and £600k by nine water companies between 2020 and 2025). Delivery of this work programme is led by the GB Non-native Species Secretariat (NNSS), overseen by the Aquatic Biosecurity Partnership, a steering group of contributing water companies and key Check, Clean, Dry partners who are supporting the project through their time and the activities of their organisation.

To enable comparisons over time, and support future work in the next phase of the Aquatic Biosecurity Partnership, the partnership now requires:

- 1. Information on the current costs of INNS to the UK water industry.
- 2. Recommendations for measures to reduce the impact of INNS in the freshwater environment.

# 2. Scope of Requirements

- 2.1 The key objectives of the research are to:
  - 1. Quantify the cost of INNS to UK water companies.
  - 2. Identify and prioritise emerging INNS threats to UK water companies.
  - 3. Assess progress made by water companies in England and Wales with recommendations made in the 2016 report.
  - 4. Assess progress with collaborative working between water companies in this area.
  - 5. Recommend the most effective measures for control of priority species.

#### 2.2 Specific tasks to be undertaken comprise:

- 1. Quantify the current direct and indirect costs of INNS to UK water companies, and:
  - a. provide figures for costs to water companies in England, and Wales
  - b. assess whether costs have increased since the previous report
  - c. estimate the likely trajectory of costs
- 2. Work with the steering group to develop a list of activities and assets of UK water companies and undertake an assessment of INNS that are considered relevant to these, to identify emerging threats. The assessment must be based on the best available knowledge, particularly with regard to existing known INNS in the UK and species anticipated to appear in the UK in the near future. It should take into account regional variations in England and Wales, and two future climate change scenarios (optimistic and pessimistic). The assessment should cover the following elements:-
  - Clarification on why each INNS is considered relevant to water companies (i.e. posing risks), why it is relevant, and when and how it could pose risks to the companies.
  - Prioritisation of the INNS, based on a justifiable criterion, for example, level of likelihood of threat or level of risks, in order to assist the companies in planning responses.
  - Identification and quantification of potential implications on water companies' operations and assets, for each of the INNS identified as relevant to the companies.
  - Whether and how nature-based solutions are affected by INNS, or how they could mitigate INNS risks
  - The challenge INNS pose to new and existing raw water transfers, especially given the Environment Agency's position
- 3. Undertake an assessment of progress made by water companies in England and Wales with each recommendation made in the 2016 report.
- 4. Undertake an assessment of progress made by water companies in England and Wales on collaborative working to improve biosecurity and reduce the impacts of INNS.
- 5. Produce a set of recommendations for controlling priority INNS.
- 6. Produce a report with the findings and recommendations of the project.
- 7. Produce an executive summary Power Point slides/presentation. This should be 5-6 slides that capture headline messages and can be used to explain the project and outputs to a non-technical audience.

8. Organise a workshop to present and disseminate the project findings to the NNSS and project steering group.

# 3. Methodology

#### 3.1 Phase I: Preparation

3.1.1 Review development: The contractor will advise, consult and agree with the NNSS and project steering group on the review approach, including any analysis required, and make all agreed changes to this.

#### 3.2 Phase II: Review

3.2.1 The Contractor will carry out the review using the approach agreed with the NNSS and project steering group.

#### 3.3 Phase III: Analysis and reporting of results

- 3.3.3 The Contractor will produce a technical report consisting of:
  - the methodology used and a clear explanation of how any analysis were calculated
  - full written analysis of the results, including a series of recommendations for water companies
  - a full set of any tabulations used in the analysis.
- 3.3.1 The Contractor will produce a draft version of the report for the NNSS and project steering group four weeks before the final report is due.
- 3.3.4 The Contractor will supply the NNSS and project steering group with electronic copies of:
  - · the initial results as a Word file
  - the final report as a Word file
  - the full set of any tabulations produced for analysis in the preliminary and final reports as Excel compatible spreadsheets
  - the complete set of any data used (compatible with SPSS), together with the necessary explanatory meta-data, and any derived data fields, which would enable the weighting of the results to be reproduced.

# 4. Publication and use of the results

4.1 The results will be published on the NNSS and UKWIR websites. The Contractor should be aware, however, that no reports or details of this research study are to be published or released without the prior approval of the project steering group. Consent will not be withheld or delayed without good reason. Note that the contractor's report, the information it contains, and the full data set will become the property of Defra.

# 5. Management and reporting

5.1 The nominated officer from the NNSS, a small steering group consisting of water company representatives, and the contractor's nominated project manager will oversee the project. It will be necessary to meet to agree the work programme. Brief regular reports of progress during the conduct of the survey will be required. The group will meet online on approximately four occasions.

#### 6. Timescales

Task	Time from start of contract
Phase I: Complete preparation	4 weeks
Phase II: Complete review	10 weeks
Phase III: Supply draft report	13 weeks
Phase III: Supply final report	17 weeks

# 7. Milestones and Payment Schedule

These figures are indicative. We will work with the successful tenderer to arrange an appropriate payment schedule.

Deliverable / Milestone	Dates	Payment Schedule
Project inception and detailed scoping	Mid - May 2025	

Milestone 1: Complete preparation	4 weeks from start date	
Milestone 2: Complete review	10 weeks from start date	
Milestone 3: Draft report supplied	13 weeks from start date	50%
Milestone 6: Final report	17 weeks from start date	50%

# 8. Payment

Payment will be done in two (2) stages by invoicing for progress of tasks in line with project above milestones agreed with the successful bidder following award of the contract.

# 9. Quality Assurance

Evidence used in preparing the final report has been collected, processed and published with rigour and that appropriate quality assurance (QA) processes are in place, and embedded, within the contracting organisation. The Contractor will provide Defra with relevant assurances around QA procedures and/or certifications from recognised standards providers (e.g. ISO) when required. Defra will review and assess quality assurance by internal and external peer review before final approval of outputs presented by the Contractor.

# 10. Accessibility

As a public body, any product that is published within the public domain must comply with the accessibility legislation. Please ensure that where the end product is to be published, reference is made to the following requirement which can be found here.

https://www.gov.uk/guidance/publishing-accessible-documents

# 11. Anonymised Recruitment

 Anonymised recruitment removes the candidate's personal details from their application. The most common items include name, age, employee number, email address, home address, nationality, and immigration details. This supports diversity

- in the workforce. It helps to create a more level playing field in the assessment process.
- Where procuring an opportunity that requires the provision of CVs, anonymised recruitment should be the default position.

# 12. Governance

Within Defra, the project will be assigned a designated contract manager, who will be the regular point of contact with the Supplier.

The project governance structure will consist of a small steering group consisting of water company representatives, and the contractor's nominated project manager will oversee the project.

The successful Tenderer will be expected to appoint a Project Manager who will act as the principal point of contact for Defra and who will be jointly responsible for the day-to-day management of the project. The successful Tenderer will be required to regularly update the nominated Defra Project Manager on project progress.

## 13. Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

#### **Rail Travel All Journeys**

Standard class rail should be used unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

#### Mileage Allowance

Mileage allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p

Private cars and vans – public transport rate	25p	25p
Private motorcycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3р	3р
Bicycle	20p	20p

<sup>\*</sup>NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g., on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

#### **UK Subsistence**

Location	Rate
London (Bed and Breakfast)	£160 per night + £20 buffer
UK Other (Bed and Breakfast)	£100 per night for all other locations +£20 buffer

<sup>\*\*</sup> Under HMRC rules this expense is taxable.

# **Section 3: Terms and Conditions of Contract**

The Terms and Conditions of Contract for this procurement are DgC standard conditions of contract for research and development using a R&D Order Form.

#### Research and development terms and conditions - GOV.UK (www.gov.uk)

The Terms and Conditions are split into Core Terms and Contracting Authority Terms within the Annexes / Schedules, and details of the legal priority are similarly within the contract's Annexes/Schedules.

The contract is for 17 weeks but may run until 12 May 2026 if more work is required

#### **Suggested Changes to Conditions of Contract**

Tenderers may raise clarification questions relating to the amendment of contract terms (Appendix B) during the clarification period only, as specified in the Timetable, if it can be demonstrated that there is a legal or statutory reason why they cannot be accepted. Where a legal or statutory reason cannot be substantiated the Authority has the right to reject the proposed changed.

Such requests must follow the Clarifications Sought by the Tenderer process set out in the Core Requirements element of this Bidder Pack.

# **Section 4: Evaluation Methodology**

The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to the Authority, having regard to the Authority's overall objectives and the criteria set out below.

Evaluation of Tenders comprise of the stages set out in the table below.

The Authority will carry out its evaluations of the Technical (70%) and Commercial (30%) elements according to the criteria, sub-criteria and weightings set out in the table below and **Appendix C**. The detailed questions and guidance are set out in the Authority's eSourcing (Atamis):

#### **Evaluation of Responses**

Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

During the consensus meeting, the decision may be taken that a Response will not be carried forward to the next evaluation stage if the consensus view is that the Tenderer has failed to meet any minimum or mandatory requirements, and/or provided a non-compliant response.

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Atamis, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 5 of the response form in Atamis	Pass/Fail

		and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).  Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.	
Stage 3	Technical & Professional Ability – Project Specific Requirements (Technical Questionnaire)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.  Some requirements are mandatory and if you cannot provide them your Tender may be rejected.  Scored as 70% weighting of the total available score, consisting of the following breakdown of questions:	Overall Scored weighting 70%  F01 - Health and Safety Weighting = 100% or Pass/ Fail  E01 - Organisation's capacity and resource. Weighting = 15%  E02 - Project management and organisation's quality assurance. Weighting = 20%  E03 - Proposed approach to research and methodology. Weighting = 35%  E04 - Understanding Project Objectives. Weighting = 15%  E05 - Sustainability/Social Value Weighting = 15%

	T		T
			See Related Questions on Appendix C of the Bidder Pack/ITT
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule on the ITT and Atamis.	Overall Scored weighting 30%
		Tenderers will be required to submit the total fixed cost for completing the project and include a breakdown of costs as specified in the requirements. Costs will need to be reasonable and competitive and offer value for money.	
Stage 5	Final score / Award	A Response which passe proceed to evaluation of T with stages 3 to 5.  The final score is calculated Total Technical Quality Req to a maximum of <b>70%</b> of total Total Price Requirements maximum of <b>30%</b> of total score is calculated.	as follows: uirements will make up al score. (Stage 3) will make up to a ore. (Stage 4) vantageous Tender will
		be the Tender with the high	

1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Atamis to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings in clause 1.3 are applied.

- 1.2 Each question will be scored separately, and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
  - The total quality scores awarded will form **70%** of the final score;
  - The score awarded for price will form **30%** of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Atamis for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.
- 1.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 1.6 Questions asked by the Authority to evaluate submission's Technical Quality can be found on Atamis. These are repeated as Appendix C of this ITT for information purposes.
- 1.7 The method for scoring price can be found on Atamis.
- 1.8 The submissions against the Technical Quality questions **E01 E05** will be evaluated using the following scoring criteria:

#### **Technical Scoring Criteria – 70%**

**For a score of 100: Excellent** - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

**For a score of 70: Good** - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

**For a score of 50: Acceptable** - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

**For a score of 20: Poor** - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of 0: Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If a Tenderer receives a 'Fail' in question **F01** they will be eliminated from the procurement.

If a score of twenty (20) or less is awarded to a Tenderer's response to any scored question **E01 – E05** the Authority may choose to reject the Tender.

The commercial evaluation will be based on total price and bidders will be required to provide a full price breakdown of the cost, and matched against milestones in the commercial workbook.

Tenderers must provide a financial proposal, including rates and hours for each participating team member and costing analysed by work stages. The project is for a fixed cost. A breakdown of costs against each objective and against each key personnel including a detailed breakdown for equipment, consumables; overheads and travel costs are required. The Authority is keen to receive competitive Day Rates which must be set out in the "Commercial Workbook" (provided in the ITT pack); "Staff Costs" worksheet and ensure the details entered in the "Milestone" worksheet are that of the deliverables detailed in the specification.

The above is required to be uploaded to the 'Commercial Envelope' of Atamis.

Where subcontractors or joint contractors are used, a separate breakdown for each should be provided in addition to the overall project costs.

Day rates for all staff should be provided along with a general description of duties.

Tenderers will be required to submit a total fixed cost for completion of the project and include a breakdown of costs against each objective and against key personnel. Costs will need to be reasonable and competitive and offer value for money.

Please DO NOT include the commercial/pricing Schedule in your technical submission.

#### <u>Commercial Evaluation – 30%</u>

The calculation used is the following:

Score = Lowest Tender Price x 30% Maximum available marks

**Tender Price** 

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = £3000/£3000 x 30% (Maximum available marks) = **30%** 

Tenderer B Score = £3000/£5000 x 30% (Maximum available marks) = 18%

Tenderer C Score = £3000/£6000 x 30% (Maximum available marks) = 15%

Commercial Pricing Breakdown applicable to this ITT is on Atamis. This should be downloaded; completed and attached to the commercial envelope.

#### \*Please Note:

Tenderers must be aware that all bids are **submitted** in acceptance of agreed Defra's terms and conditions of contract for R&D. Any clarifications regarding terms and conditions must be discussed & agreed during the tender period. No discussion of terms and conditions of contract shall be held following tender submission. Failure to agree with the terms and conditions of contract post tender shall result in a bid being deemed non-compliant.

#### **Selection Questionnaire - Financial standing**

The Authority will review the economic information provided as part of the Selection Questionnaire response to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator. If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:

- ask for additional information, including information relating to the Tenderer's parent company, if applicable; and/or
- require a parent company guarantee or a performance bond.

If the Authority decides that a parent company guarantee or performance bond is required, the Authority will reject a Response if the Tenderer is unable to offer a commitment to make such provision. In addition to the information provided in a Response, the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.

The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure. Financial strength is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There

are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.

The Authority will also consider annual turnover.

In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years.

Risk of Business Failure is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement. The Authority will also calculate and evaluate the Tenderer's:

- Operating performance: growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
- Liquidity: net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and financial structure: gearing ratios and interest cover.

# Section 5: Performance Management Framework

#### 1. Overview of the PMF

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure, and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
  - Updates to Authority
  - Data Handling
  - Participatory Outputs
  - Reports
  - Presentations
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

#### 2. Management of the PMF

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on a monthly basis. The Contractor shall detail performance against KPI's at regularly agreed intervals with the Authority, who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.

- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they must also be met otherwise it will be taken as an indication that the Contractor is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.
- 2.5. The Authority reserves the right to amend the existing KPI's detailed in section 6 below or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

# **Section 6: Key Performance Indicators (KPI's)**

KPI and deliverables	Measurement	Fail	Acceptable
1. Updates to steering group	Regular, and ad hoc, verbal and written updates summarising progress and challenges	Updates are infrequent or lacking enough detail to assure the Authority of progress	Updates are timely and include enough detail to assure the Authority of progress
2. Data handling	Secure, accessible and organised collecting and storage of data/information relating to the project	Data, information and files are not kept up-to-date and are unavailable	All project data and information are up-to-date and accessible to the Authority
a. Evidence synthesis	Collection and storage of external and internal evidence sources, as well as any annotations / analysis	Evidence is only cited and not made available to the Authority	Evidence is gathered, stored and accessible to the Authority
b. Baselines and data collection plan	Collection and storage of data used to develop and test counterfactuals and baselines	Data is inadequate to achieve deliverable	Data is adequate and available to the Authority
3. Reports	Draft iterations and final reports, including comment logs and requested changes	Reports are late, incomplete and do not adequately address feedback from the Authority or deliverables	Reports are on time, complete, incorporate comments and address all deliverables
4. Presentations	Presentation materials and delivery of key findings	Presentations do not take place	Presentations take place and convey key findings clearly

# **Section 7 (Appendices): Definitions**

Unless the context otherwise requires, the following words and expressions used within the Bidder Pack (except for Section 3: Terms and Conditions of Contract) shall have the following meanings to be interpreted in the singular or plural as the context requires.

TERM	MEANING		
"Authority"	Means UK Government Department responsible for the environment, food and farming and rural affairs acting as part of the crown (DEFRA).		
"Bidder Pack"	means this invitation to tender and all related documents published by the Authority and made available to Tenderers.		
"Contract"	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.		
"EIR"	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.		
"eSourcing system"	means the eSourcing system is the eSourcing system (Atamis) used by the Authority for conducting this procurement, which can be found at <a href="https://defra-family.force.com/s/Welcome">https://defra-family.force.com/s/Welcome</a>		
"FOIA"	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.		
"Form of Tender"	means the form contained in Appendix A to the Procurement Specific section of the Bidder Pack which must be signed, scanned and uploaded into the Authority's eSourcing System by the Tenderer to indicate that it understands the Tender and accepts the various terms and conditions and other requirements of participating in the exercise.		
"Information"	means the information contained in the Bidder Pack or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the procurement.		
"Involved Person"	means any person who is either working for, or acting on behalf of, the Authority in connection with this procurement and/or the Contract including, without limitation, any officer, employee, advisor, agent, member, partner or consultant".		
"Pricing Schedule"	means the form accessed via eSourcing system in which Tenderers are required to submit their pricing information as part of a Tender.		
"Regulations"	means the Public Contracts Regulations 2015.		
"Relevant Body	means any other organisation, body or government department that is working with or acting on behalf of the		

	Authority in connection with this procurement and/or the Contract including, without limitation, its officers, employees, advisors, agents, members, partners or consultants.
"Response"	means the information submitted in response to the Bidder Pack via the online response forms on eSourcing system including the Tenderer's formal Tender.
"Specification of Requirements"	the Authority's requirements set out in Section 2 of the Bidder Pack Procurement Specific Requirements.
"Tender"	means the formal offer to provide the goods or services descibed in section 1 of part 1 of the Bidder Pack and comprising the responses to the questions in eSourcing system and the Pricing Schedule.
"Tenderer"	means anyone responding to the Bidder Pack and, where the context requires, includes a potential tenderer.
"Timetable"	means the procurement timetable set out in Section 1 of the Bidder Pack Procurement Specific Requirements.

# **Appendix A – Form of Tender**

To be returned by 12:00pm (GMT time) on 22<sup>nd</sup> April 2025.

Victor Mpehla
Procurement Advisor
Department for Environment, Food and Rural Affairs
Procurement and Commercial Function

TENDER FOR: for the procurement of the study of the **Research on Costs of INNs Impacts.** 

Tender Ref: Project/ITT C28388

1. We have examined the invitation to tender, and its schedules set out below (the **ITT**) and do hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing date

12/05/2025 for the period specified in the ITT.

- Tender Particulars (Section 1)
- Specification of Requirements (Section 2)
- Form of Tender (Appendix A)
- Authority's Conditions of Contract (Appendix B)
- 2. If this tender is accepted, we will execute the Contract, and any other documents required by the Authority within 10 days of being asked to do so.
- 3. We agree that:
  - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
  - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Atamis;
  - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
  - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;

- e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and
- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

#### 4. We confirm that:

- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- b. if there are or may be such circumstances giving rise to an actual or potential conflict of interest, we have disclosed this in full to the Authority.
- 5. We undertake and it shall be a condition of the Contract that:
  - a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
  - b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
  - c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.
- 6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed 	 	 
Date		
In the capacity of		
Authorised to sign		

Tender for and on

benait of	 	 	
Postal Address		 	 
Post Code			
Telephone No.		 	
Email Address	 	 	 

# **Appendix B – Research & Development Terms & Conditions and related Order Form**

For information. [Located on the Authority's Atamis eSourcing system – the bidder pack]

Research and development terms and conditions - GOV.UK (www.gov.uk)

# **Appendix C – Technical Evaluation Questions**

In line with DEFRA policy, we will be awarding a contract to the Most Economically Advantageous ITT response (MEAT).

The overall score is broken down as follows: **70%** of the overall score will be awarded for technical criteria and **30%** of the overall score will be awarded for commercial/cost.

Please note responses will be assessed against demonstration of understanding of the Specification in the Bidder Pack.

The technical evaluation criteria that will be used to assess responses are set out in the table below. The Technical criteria is weighted according to its significance to the project, and this will be applied using the following scoring methodology:

# Scoring Criteria

#### Scoring criteria

**E01 - E05** will be scored using the following scoring criteria:

- For a score of 100: Excellent Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full
- For a score of 70: Good Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled
- For a score of 50: Acceptable Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements
- For a score of 20: Poor Response is partially relevant and/or poor.
   The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled
- For a score of 0: Unacceptable Nil or inadequate response. Fails to demonstrate an ability to meet the requirement

If you score 20 or less in respect of questions E01 - E05 then you may be eliminated from the procurement.

If a Tenderer receives a 'Fail' in question F01 they will be eliminated from the procurement.

and Jaioty	l/pricing Schedule in your
criteria - Healthy and Safety - Pass/fail - Evaluation criteria - 100% - Please provid	
assessment frisk assessment risk, control residual risk le Your respons suitably robus safety, includ surveys will be Where the sup please provide safety in your of How will health implemented contract?  A "Fail" will be does not de addressing health health addressing health addres	e a copy of your Health & statement and an example risk om similar assignments. The ent should identify associated or mitigation measures, and vels.  e should provide details of st procedures for health and ling how they will ensure a conducted in a safe manner.  eplier is of 5 employees or less, a some detail about health and

E01 — Organisation's capacity and resource	15%	Brief outline of organisation; please explain how you manage your workflow capacity and staff resources particularly in peak periods.  Your evidence should include measures you have in place to ensure critical delivery.  Please confirm that staff resources are available to complete the entire contract in the timescales required, as shown in the ITT.  Evaluation criteria:  Ability to deliver this project to time  Please submit no more than 2 pages of A4, Arial, Font 11. Please upload a document with the filename: "E01 – Your Company Name"  Any responses exceeding two sides of A4 will not be evaluated beyond the last page.  In addition, please provide CVs for members of the team to support your response. (Max 1 A4 side, Arial font size 11, per CV).
E02 – Project manageme nt and organisatio n's quality assurance	20%	Please outline your approach to managing the project, in terms of project structure and provision for communication with the Authority. You should include a work plan demonstrating adequate time for review of deliverables.  Provide a risk register that assesses risks to the successful delivery of the project and explains how the risks will be mitigated. Explain how you would handle unexpected events and what systems you have in place to deal with these.  You should outline how you plan to keep APHA informed of progress made and alert the Project Officer at the earliest opportunity

of any difficulties encountered e.g., milestone dates at risk.

Please outline your planned project management and internal governance for this project. You should also describe your organisation's approach to project management and how this is implemented.

Please outline Quality Assurance measures and processes to ensure quality of research and outputs delivered.

#### **Evaluation criteria:**

- Simple, transparent management structure, with named individuals and clear accountability
- How the team will be managed, particularly if managing a multidisciplinary team or a consortium
- The level of input required from APHA
- The organisation's approach to project management and how this will be used to deliver the project deliverables on time, to the expected quality and to budget
- A risk register that demonstrates an understanding of the likely challenges and issues faced with suitable mitigation strategies
- Resilience for dealing with unexpected events
- A credible, effective plan to keep the authority informed of progress made and any difficulties encountered
- Adequate resources available for drafting report(s) and handling feedback from Defra/APHA.

Please submit no more than 2 pages of A4, Arial, Font 11. Please upload a document with the filename: "E02 – Your Company Name"

		Any responses exceeding two sides of A4 will not be evaluated beyond the last page.	
E03 - Proposed approach to research and methodolo gy	35%	Please include a detailed account of your proposed project. Please detail your approach and methodology for the objectives, demonstrating a clear understanding of the requirements and consideration of issues. Please specify resources and days allocated for each activity.	
		Your workplan should include adequate time for the review of the deliverables.	
		Please use the aim and objectives as stated in the Specification of Requirement or present a clear explanation if you are considering a proposed approach and methodology.	
		If your proposal will deliver additional objectives or includes optional additional work packages, please clarify these and separately cost any optional work packages.	
		Evaluation criteria:	
		<ul> <li>An understanding of APHA's requirements demonstrated through the proposed approach</li> <li>A robust, detailed and credible methodology for meeting or exceeding the objectives set out in the specification</li> <li>A realistic and measurable deliverable workplan</li> <li>A robust quality assurance plan that demonstrates how the quality of inputs and outputs will be ensured</li> <li>Clearly demonstrate the key issues, challenges and risks that your organisation is proposing to address in this project</li> </ul>	

		<ul> <li>Provide a description of how each piece of work will be delivered:</li> <li>How the work will be conducted in order to ensure that those objectives and steps are met in a transparent and robust fashion.</li> <li>How data will be managed, particularly in accordance with Data Protect legislation.</li> <li>A work plan and detailed programme with key deliverable dates</li> </ul>
		Please submit no more than 4 pages of A4, Arial, Font 11. Please upload a document with the filename: "E03 – Your Company Name"
E04 Understa ing Proje Objective	ect	Please provide an overview of your understanding of the project and the objectives of the research. This section should demonstrate your understanding of the project, the key issues / challenges involved in carrying out the research and provide an overview of how your recommended approach and method will address the research questions posed. In this section you should describe your overall approach and how the elements of your proposed methodology link back to the research questions.
		Evaluation Criteria:
		Higher marks will be awarded to submissions which demonstrate:
		An understanding of the rationale and context for the project
		An awareness of the key issues and challenges in relation to carrying out the project and achieving the aims and

	objectives, and how these will be managed  Clearly show how your overall recommended approach will address each of the research questions  Your response must be a maximum of three sides of A4, font size 11 (including diagrams). Any responses exceeding three sides of A4 will not be evaluated beyond the last page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc. Please upload a document with the filename:'E04 Your Company Name'.
- 15% Social	The Authority has set itself challenging commitments and targets to improve the environmental and social impacts of its estate management, operation, and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement published at: <a href="https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement">https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement</a>
	Within this context, please explain your approach to delivering the services and how you intend to reduce negative sustainability impacts and build social value. Please discuss the methods that you will employ to demonstrate and monitor the effectiveness of your organisation's approach.  A "Fail" will be allocated to a response that does not demonstrate any evidence of Sustainability policies.

#### **Evaluation criteria:**

- Demonstrate that the Tenderer has a sustainability policy in place
- Provide evidence as to how the Tenderer will reduce the environmental impacts of delivering this contact.
- Demonstrate that the Tenderer has considered how it will contribute to adding Social Value.

Please submit no more than 2 pages of A4, Arial, Font 11. Please upload a document with the filename: "E05 – Your Company Name"

Any responses exceeding two sides of A4 will not be evaluated beyond the last page.

# Commercial Scoring and calculation method – 30%

#### **Evaluation**

Please DO NOT include the commercial/pricing Schedule in your technical submission.

The calculation used is the following:

Score = <u>Lowest Tender Price</u> x 30% Maximum available marks

#### **Tender Price**

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

- Tenderer A Score = £3000/£3000 x 30% (Maximum available marks)
   = 30%
- Tenderer B Score = £3000/£5000 x 30% (Maximum available marks) = 18%
- Tenderer C Score = £3000/£6000 x 30% (Maximum available marks)
   = 15%

# **Appendix D**

Commercially Sensitive Information (Attached)
Please re-produce and upload as an attachment on Atamis if applicable

TENDERER'S COMMERCIALLY SENSITIVE INFORMATION	POTENTIAL IMPLICATION OF DISCLOSURE	DURATION OF COMMERCIALLY SENSITIVE INFORMATION

# **Appendix E**

#### **PRICING SCHEDULE**

For completion according to the ITT Specification (Available on Atamis. Please upload to Atamis)

# **Appendix F**

#### STAFF TIME IN DAYS TEMPLATE

For Completion (Available on Atamis. Please upload to Atamis)