



Department  
for Environment  
Food & Rural Affairs

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

## **Invitation to Tender**

**Tender for the development of species-specific guidance for primate standards for specialist keepers**

**Tender Reference: 35428**

**April 2022**

## Important Notice

All references in this ITT to the Authority include, where appropriate and unless the context otherwise requires, references to the Authority's predecessors and successor(s).

The Information has been prepared to assist interested parties in deciding whether or not to submit a Response in relation to the procurement. It does not purport to be all-inclusive or to contain all of the information that a Tenderer may require. Any descriptions of existing and proposed contractual arrangements are of a general nature only. Where the Information describes any contractual arrangements which are not yet in force, those arrangements are subject to change. Any reference to a contract or other document is qualified in full by reference to the entire terms of the contract or document to which reference is made.

The issue of this ITT in no way commits the Authority to award the contract to any person or party. The Authority reserves the right to terminate the competition, to award a contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in this ITT, or to reject any or all Responses and to terminate discussions with any or all Tenderers at any time. Nothing in this ITT should be interpreted as a commitment by the Authority to award a Contract to a Tenderer.

The Authority does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this document or based on or relating to the recipient's use, or the use by any of its subsidiaries or the respective representatives of any of them, in the course of its or their evaluation of the service or any other decision. In the absence of express written warranties or representations as referred to below, the Information shall not form the basis of any agreements or arrangements entered into in connection with this procurement.

The Information has been provided in good faith and all reasonable endeavours have been made, and will be made, to inform you of the requirements of the Authority. However, the Information does not purport to be comprehensive or to have been independently verified. You should form your own conclusions about the methods and resources needed to meet these requirements. In particular, neither the Authority nor any of its advisers accept responsibility for representations, writings, negotiations or understandings in connection with this procurement made by the Authority (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it. Tenderers are expected to carry out their own checks for verification.

The only information which will have any legal effect and / or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and / or warranted in the Contract or other relevant agreements entered into at the same time as the Contract is entered into or becomes unconditional.

Subject always to the provisions of the preceding paragraph, Tenderers considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject

matter of this ITT shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.

The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of a Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Authority reserves the right to withdraw from the procurement at any time or to re-invite Responses on the same or any alternative basis.

Nothing in this ITT shall constitute legal, financial or tax advice. This ITT is not a recommendation by the Authority, nor any other person, to bid for, enter into or agree to enter into any contract in connection with this procurement, nor to acquire shares in the capital of any company that is to carry out any part of the service or in any parent company of that company. In considering any investment in the shares of any company or in bidding for the award of the service, each Tenderer, potential contractor, funder and investor should make its own independent assessment and seek its own professional financial, taxation, insurance and legal advice and conduct its own investigations into the opportunity of being awarded a contract in relation to this procurement and of the legal, financial, taxation and other consequences of entering into contractual arrangements in connection with this the procurement.

This ITT and the Information is confidential.

This ITT is subject to copyright. Neither this ITT, nor the Information, nor any other information supplied in connection with it, may, except with the prior written consent of the Authority, be published, reproduced, copied, distributed or disclosed to any person, nor used for any purpose other than consideration by each Tenderer of whether or not to submit a Response.

The Authority reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and Information contained in this ITT as it shall in its absolute discretion think fit.

The Authority will not be responsible for the costs or expenses of any Tenderer in relation to any matter referred to in this ITT howsoever incurred, including the evaluation of the service opportunity, the award, or any proposal for the award of the contract or negotiation of the associated contractual agreements.

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to and acceptance of the terms set out in this Important Notice.

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## SECTION 1: TENDER PARTICULARS

### GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix B: Authority's Conditions of Contract) have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
<b>“Authority”</b>	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
<b>“Bravo”</b>	the e-Tendering system used by the Authority for conducting this procurement, which can be found at <a href="http://defra.bravosolution.co.uk">http://defra.bravosolution.co.uk</a>
<b>“Contract”</b>	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
<b>“EIR”</b>	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.
<b>“FOIA”</b>	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.
<b>“Information”</b>	means the information contained in the ITT 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.
<b>“ITT”</b>	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
<b>“Pricing Schedule”</b>	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
<b>“Regulations”</b>	the Public Contracts Regulations 2015.
<b>“Response”</b>	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
<b>“Tender”</b>	a formal tender in response to this ITT.
<b>“Tenderer”</b>	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
<b>“Timetable”</b>	the timetable set out in Part 2 of this Section.

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

### PART 1: GENERAL

- 1.1 The Authority is looking for suppliers for The development of species specific guidance for primate standards for specialist keepers. The contractor is required to develop the

foundation for the welfare standards of privately kept primates (relating to the Animal Welfare [Kept Animals] Bill), thereby providing the framework on which the new primates licensing regime will operate.

- 1.2 This procurement is NOT being carried out in accordance with the Regulations because it is below the relevant financial threshold. The Authority will conduct the procedure fairly, openly and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
  - the Timetable and process for the procurement;
  - sufficient information to allow Tenderers to submit a compliant Tender;
  - award criteria and evaluation criteria which will be used to assess the Tenders; and
  - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause 3.13.
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

## **PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS**

- 2.1 The Timetable below is subject to change by the Authority and Tenderers will be informed accordingly.

Publish advertisement for the procurement		19/04/2022
Deadline for clarification questions	Date	25/05/2022
	Time	12:00 GMT
Deadline for Tenders	Date	31/05/2022
	Time	12:00GMT
Evaluation of Tenders	Start	01/06/2022
	End	15/06/2022
Contract award notification		w/c 20/06/2022
Contract award		w/c 20/06/2022
Contract start date		01/07/2022
Duration of Contract		1 year

### PART 3: COMPLETION OF TENDER

- 3.1 By submitting a Tender, Tenderers agree:

- to be bound by the ITT; and
- that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.

- 3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for Tenders.

- 3.3 **Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through Bravo.**

#### Submission of Tenders

- 3.4 Tenderers must complete all parts of the Tender form in Bravo in accordance with the instructions therein.
- 3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Tender in accordance with the instructions in Bravo.
- 3.6 The Tender and any documents accompanying it must be in English.
- 3.7 Prices must be submitted in £ Sterling exclusive of VAT.

- 3.8 Tenders will be checked for completeness and compliance with the requirements of the ITT and only compliant Tenders will be evaluated.
- 3.9 Tenderers must be explicit and comprehensive in their Tender as, this will be the single source of information used to score and rank Tenders. The Authority will take into account only information which is specifically asked for in the ITT.
- 3.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 3.11 Failure to provide the information required or supply documents referred to in the Tender within the deadline for Tenders may result in rejection of the Tender.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Tender. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Tender but should answer each question so that it forms a stand-alone response. This may mean Tenderers need to repeat certain information in response to different questions if this is required by those questions.

#### **Clarifications sought by Tenderers**

- 3.13 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.14 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.15 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive; and/or
  - all Tenderers may benefit from its disclosure,
- the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.
- 3.16 The Authority may not respond to a request for clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.



## **Changes to Tenders**

- 3.17 Tenderers may modify their Tenders prior to the deadline for Tenders. No Tenders may be modified after the deadline for Tenders.
- 3.18 Tenderers may withdraw their Tenders at any time by submitting a notice via Bravo. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Tenders.

## **Receipt of Tenders**

- 3.19 Tenders must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Tenders. The Authority will not consider Tenders received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of any change.
- 3.20 If a Tenderer experiences problems when uploading its Tender, it should contact the Bravo helpdesk for assistance and also inform the Authority.

## **Acceptance of Tenders**

- 3.21 By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award any contract.

## **Costs of Tendering**

- 3.22 Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tenders, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Tenders, even if the procurement is terminated or amended by the Authority.

## **Clarifications sought by the Authority**

- 3.23 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond adequately may result in the Tender being rejected.
- 3.24 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

## **Confidentiality of the ITT and related documents**

- 3.25 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.26 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:

- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
  - the Authority gives prior consent in writing to the disclosure;
  - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
  - the Tenderer is legally required to disclose the information.
- 3.27 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.28 All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.29 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

#### **Confidentiality: References and third party evaluators:**

- 3.30 When providing details of contracts as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.31 The Authority may contact any named customer contact given as a reference or otherwise referred to as part of a Tender (and including any contacts or references given as part of the Tenderer's PQQ response). The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.32 Subject to clauses 3.35 to 3.39 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.33 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

#### **Commercially sensitive information and Freedom of Information**

- 3.34 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.35 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify such information as confidential or commercially sensitive;
  - explain the potential implications of disclosure of such information; and
  - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.36 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.37 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.29 and 3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.38 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

## **Disclaimers**

- 3.39 Whilst the information in the ITT and supporting documents have been prepared in good faith the Authority does not warrant that it is comprehensive or that it has been independently verified.
- 3.40 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
  - accepts any liability for the information contained in the ITT or in any other written or oral communication transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or

- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

- 3.41 Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

### **Canvassing**

- 3.42 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.
- 3.43 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

### **Conflicts of Interest**

- 3.44 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.45 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Tender being rejected.
- 3.46 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

### **Changes to a Tenderer's Circumstances**

- 3.47 The Authority may:

- reject a Tender if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority's evaluation of the Tender;
- revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderer's circumstances; or
- at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Tender and in the absence of such certificate, reject the Tender.

### **Sub-Contracting**

3.48 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Tender should be given in respect of the prime contractor and a separate appendix should be used to provide details of the proposed bidding model that includes:

- members of the supply chain;
- the percentage of work being delivered by each sub-contractor; and
- the key contract deliverables each sub-contractor will be responsible for

3.49 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should note that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Tender, the Tenderer should inform the Authority immediately via Bravo. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

### **Pricing**

3.50 Prices must be submitted in £ Sterling exclusive of VAT.

3.51 The Contract is to be awarded as a fixed price which will be paid according to the deliverables stated in the Specification of Requirements.

3.52 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any Tender.

### **Notification of Award and Standstill**

3.53 The Authority will notify successful and unsuccessful Tenderers of its decision.

3.55 If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the deadline for Tenders.

## **PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY**

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement. Tenderers should note that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website <https://www.gov.uk/contracts-finder>. In some circumstances, limited redactions may be made to some contracts before they are published.

## **PART 5: ARMED FORCES COVENANT**

- 5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

- 5.2 The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

- 5.3 Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided in Appendix D.

- 5.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)  
Address: Armed Forces Covenant Team  
Zone D, 6th Floor, Ministry of Defence,  
Main Building, Whitehall, London, SW1A 2HB

- 5.5 Paragraphs 5.1 – 5.4 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

## SECTION 2: EVALUATION

Evaluation comprises the stages set out in the table below. More information on evaluation criteria is set out in Bravo

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 Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Organisation and Contact Details	This stage is not scored but you will be eliminated from the procurement if the information is not provided in full.	Pass/Fail
Stage 3	Grounds for Mandatory Rejection	This stage is not scored but if you answer "Yes" to <b>any</b> of the questions the Authority <b>will</b> reject your Tender.	Pass/Fail.
Stage 4	Grounds for Discretionary Rejection	This stage is not scored but if you answer "Yes" to <b>any</b> of the questions the Authority <b>may</b> reject your Tender.	Pass/Fail.
Stage 5	Financial & Economic Standing	This stage is not scored but you may be eliminated from the procurement if the Authority believes your organisation does not have the financial resources to provide the goods/services required.	Pass/Fail
Stage 6	Past Performance	This stage is not scored but you may be eliminated from the procurement if the information is not provided in full or if your past performance has not been satisfactory.	Pass/Fail
Stage 7	Technical & Professional Ability – Project Specific Requirements) (Technical Questionnaire)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.	Scored  E01.Team, Technical Knowledge and Experience (20% of the total technical score available)  E02. Methodology (40%



			of the total technical score available)  E03. Project Management (25% of the total technical score available)  E04. Risk management (15% of the total technical score available)
Stage 8	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule.	Scored
Stage 9	Final score	<p>If you pass stages 1 to 6 your Tender will be evaluated in stages 7 to 8</p> <p>The final score is calculated as follows: 70% is made up of the total of Stage 7 30% is made up from Stage 8</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>	

- 1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo 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 Bravo 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.



## SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

### Requirement

1. The contractor is required to develop the foundation for the welfare standards of privately kept primates (relating to the Animal Welfare [Kept Animals] Bill), thereby providing the framework on which the new primates licensing regime will operate.
2. The aim of commissioning this work externally is to set a “high bar” for these requirements based on the latest knowledge, comparable to zoo-level standards of welfare. It is expected that more granular and specific welfare standards for primates will be set for certain taxa/species where it is deemed appropriate to do so.

### Background

3. In their 2019 manifesto, the Government committed to banning the keeping of primates as pets. This was a response to concerns being raised about the welfare of primates being kept as pets in unsuitable conditions and the resulting physical and psychological issues that this causes. Although accurate numbers of privately kept primates in the UK are difficult to systematically record and document, estimates have generally agreed to be between 1-5,000 (Wild Futures, no date; RSPCA, no date). The Parliamentary Select Committee for Environment, Food and Rural Affairs has cited evidence estimating this figure could be as high as 20,000 (EFRA, 2014), although this is difficult to verify. According to reports produced by the Born Free Foundation and RSPCA, the species of primates most commonly kept as pets are marmosets, with others including ring tailed lemurs, tamarins, capuchins, squirrel monkeys, spider monkeys and vervet monkeys.
4. The Government understands that primates are highly intelligent wild animals with complex welfare needs. In 2019 a call for evidence and subsequent public consultation on the welfare of kept primates found that stakeholders do not believe that existing legislative and non-legislative vehicles adequately protect the welfare of privately kept primates. There have also been a number of longstanding campaigns to ban this practice from the animal welfare sector and a number of key NGOs, who argue that the Animal Welfare Act (2006) is a key example of legislation failing to sufficiently protect the welfare of primates. They point to the Code of Practice for the Welfare of Privately Kept Non-Human Primates (2010), which sets out guidelines concerning the welfare of primates being kept as pets, as being too vague and not consistently enforced in the existing legislation.
5. In order to address this the Government are legislating, through the new Animal Welfare (Kept Animals) Bill, to bring in the necessary measures to protect primate welfare by prohibiting primates being kept as domestic pets in low welfare conditions. Under the new legislation introduced in the Kept Animals Bill, private keepers will only be able to keep primates if they have a “specialist private primate keeper’s licence” (or if they already hold a relevant licence under the Zoo Licensing Act (1981) or Animals Scientific Procedures Act (1986)). This primate licence – and accompanying regime – will be new policies. The Bill also introduces a prohibition on the sale or transfer of primates to unlicensed individuals.
6. In order to qualify for a licence, keepers will need to demonstrate that they are able to keep primates at standards akin to those expected from zoos, amongst other protections. These standards will be a pivotal part of the Bill’s legislation that will not only

protect primates from welfare abuses, but set a precedent for the care of exotic animals in the UK.

7. The Primate Code of Practice will be significant in informing the beginning of the standard-setting process, but as mentioned this code is now over 11 years old and does not contain detailed guidance for taxa/species specific primates' needs, which will be required for the new standards. The development of these new standards will be important in ensuring that primates' welfare needs are met; they will give keepers a clear understanding of what is expected of them, and they will give local authorities an unambiguous platform from which they can implement the legislation, support keepers, and – where necessary – hold keepers to account if they are failing to reach the required welfare standards.
8. From the outset, the Government have communicated that any new standards will need to provide a framework for keepers to achieve 'zoo-level' welfare for any primates they keep, with an ambition to set a high bar. The Animal Welfare (Kept Animals) Bill (section 3(2)) provides examples of what the standards will set out:

“The licensing standards may include standards about—

  - (a) the environment and accommodation that primates need;
  - (b) their diet;
  - (c) provision for their behavioural needs;
  - (d) their handling;
  - (e) their transportation;
  - (f) protecting them from pain, suffering, injury and disease.”
9. There are currently no legal primate standards set for animals kept in zoos, beyond what is more generally captured in the Zoo Licencing Act 1981. However, there are ongoing reforms to standards for animals in zoos to create more robust guidance for licensing authorities. This includes a Great Ape annex, but there is no current intention to develop a specific wider primate set of standards for zoos.
10. Nevertheless, given the intended closeness of the new privately kept primate regime to zoo-level welfare standards, there is a need for any products created through the development of the primates standards under this project to read across to and work alongside the newly-developed zoo standards. This highlights the clear and pressing need for these standards to be developed with the right stakeholder base input, which will necessarily include zoo experts as well as primate, animal welfare, and veterinarian experts, among others.

## **Geographical area**

11. The Authority requires the research to be based in the UK.
12. The legislation will apply to England and Wales. Policy colleagues from the Welsh Assembly Government will have the flexibility to develop and enact certain elements of the primates measures in the Kept Animals Bill in the way that they see fit. However, we expect that for many elements of this policy (including the standards adopted), it would be preferable to be as consistent as possible across the applicable nations.

## Objectives:

### **1. To evaluate and collate existing research and evidence available for the species-specific needs of relevant primate species.**

This must include:

A report with an executive summary/overview of up to date species specific research and knowledge for relevant taxa, including information about environment, accommodation, diet, behavioural needs, handling, and any other appropriate guidance relevant for the welfare of different primates

### **2. To co-ordinate the project secretariat.**

This will include:

Leading on the coordination of expert evidence and input for producing species specific primate guidelines

Engaging directly with zoos/private keepers/veterinarians/local authorities (or representative organisations) to feed in and provide feedback on the standard-setting process

There will be a steering group to guide this made up of experts in animal welfare/primatology who will provide input on behalf of the Zoo Experts Committee (ZEC), Animal Welfare Council (AWC), and Welsh policy colleagues (which Defra can help set-up).

The supplier is expected to engage the views from key stakeholders. This could include interviews or focus groups, and should include input from NGOs who have engaged with the issue. This could also feed directly into evidence gathering outlined in objective 1.

### **3. To produce an evidence-based guidance product, interpreting the findings from objective 2, which will form part of a larger offering provided by Defra to local authorities and keepers.**

This must include:

A report outlining a clear set of practical recommendations for local authorities and primate keepers to be able to implement the primates policy

Information to assess how/if Defra needs to work with professional bodies to develop and offer relevant skills training to e.g. local authorities, inspectors, veterinarians.

The supplier must ensure that the primate guidelines would read across to the updated zoo standards being developed at Defra (early examples will be shared – e.g. Great Apes standards).

### **4. To produce a final written report.**

Outputs from objectives should be collated to produce one final written report.

It is expected for the Animal Welfare (Kept Animals) Bill to have completed its parliamentary clearance processes by late Spring 2022, therefore this work is required to be completed for the development of primate standards within Defra to begin soon after this.

## Quality

13. The deliverables of the project must be of a high quality and confidence level in their results. Appropriate quality control measures to ensure this must be adopted throughout the project.

## Contract Management

14. The Authority will nominate a Project Officer who will be the Contractor's primary contact. The Authority wishes to develop an open working partnership with the Contractor where risks and issues can be raised early through good communication lines.
15. Monthly and Quarterly meetings will be held with the Contractor, principally to review progress and operational delivery of the Contract, invoicing, risks and issues
16. The contractor will also appoint a dedicated primary contact for this project.
17. We ask that contractors suggest a realistic programme of work to address the questions in the technical questionnaire within a proposed timeline with milestones by the agreed date of delivery.

**Any travel and subsistence costs claimed for within your proposal must adhere to the departments T&S policy stated below.**

## 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 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 motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

\*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.

\*\* Under HMRC rules this expense is taxable.

### UK Subsistence

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

**APPENDIX A**  
**FORM OF TENDER**

To be returned by 12:00 (UK time) on 31/05/2022

Aman Sharma  
Procurement Advisor  
Department for Environment, Food and Rural Affairs  
Procurement and Commercial Function  
Nobel House / Foss House  
17 Smith Square  
London,  
SW1P 3JR

TENDER FOR THE: Development of species specific guidance for primate standards for specialist keepers

Tender Ref: 35428

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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 29/03/2022 for the period specified in the ITT.
    - Tender Particulars (Section 1)
    - Specification of Requirements (Section 3)
    - 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, Bravo;
    - 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**

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**Date**

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**In the capacity of**

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**Authorised to sign  
Tender for and on  
behalf of**

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**Postal Address**

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**Post Code**

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**Telephone No.**

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**Email Address**

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**APPENDIX B**  
**AUTHORITY'S CONDITIONS OF CONTRACT**

## APPENDIX C

### ARMED FORCES CORPORATE COVENANT

#### Section 1: Principles of the Armed Forces Covenant

We Company XYZ will endeavour in our business dealings to uphold the key principles of the Armed Forces Covenant, which are:

- no member of the Armed Forces Community should face disadvantage in the provision of public and commercial services compared to any other citizen;
- in some circumstances special treatment may be appropriate especially for the injured or bereaved.

#### Section 2: Demonstrating our Commitment

Company XYZ recognises the value serving personnel, reservists, veterans and military families bring to our business. We (Company XYZ) will seek to uphold the principles of the Armed Forces Covenant, by:

- promoting the fact that we are an armed forces-friendly organisation;
- seeking to support the employment of veterans young and old and working with the Career Transition Partnership (CTP), in order to establish a tailored employment pathway for Service Leavers;
- striving to support the employment of Service spouses and partners;
- endeavouring to offer a degree of flexibility in granting leave for Service spouses and partners before, during and after a partner's deployment;
- seeking to support our employees who choose to be members of the Reserve forces, including by accommodating their training and deployment where possible;
- offering support to our local cadet units, either in our local community or in local schools, where possible;
- aiming to actively participate in Armed Forces Day;
- offering a discount to members of the Armed Forces Community;
- any additional commitments XYZ could make (based on local circumstances).

[You are encouraged to sign up to as many of the above as appropriate to your business. Please amend to provide details of how you intend to meet each commitment.]

We will publicise these commitments through our literature and/or on our website, setting out how we will seek to honour them and inviting feedback from the Service community and our customers on how we are doing. [Amended as appropriate for your business.]

