



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

Risk Management Evaluation and Socioeconomic Impacts of MCCPs being Added to the Stockholm Convention

Project: 36595

ITT_10312

June 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
"Authority"	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
"Bravo"	the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
"Contract"	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
"EIR"	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.
"FOIA"	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.
"Information"	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 <i>[insert name of lot]</i> procurement.
"ITT"	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
"Pricing Schedule"	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
"Regulations"	the Public Contracts Regulations 2015.
"Response"	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
"Tender"	a formal tender in response to this ITT.

“Tenderer”	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	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 Risk Management Evaluation and Socioeconomic Impacts of MCCPs being added to the Stockholm Convention. The overarching aim of the project is to determine the economic, social, and environmental impacts and risks of the proposal¹ to add “chlorinated paraffins, with carbon chain lengths in the range C₁₄₋₁₇ and chlorination levels at or exceeding 45 per cent chlorine by weight”, to the Stockholm Convention. This group is referred to as medium chain chlorinated paraffins (MCCPs) in the UK, EU, and countries such as the US and Canada.
- 1.2 This procurement is **NOT** being carried out in accordance with the Regulations because it is below the relevant financial threshold. However, 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

<http://www.pops.int/Convention/POPsReviewCommittee/Chemicals/tabid/243/Default.aspx>

- 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.

Procurement Activity	Anticipated Date	
Publish advertisement for the procurement	23/06/2022	
Deadline for Clarification	Date	Time
	21/07/2022	14:00 GMT
Deadline for ITT response	Date	Time

	28/07/2022	12:00 GMT
Evaluation of Tenders	28/07/2022 – 04/08/2022	
Moderation Meeting	04/08/2022	
Contract Award Notification	24/08/2022	
Contract Start Date	02/09/2022	
Contract End Date	10/10/2023	
Duration of Contract	13 months	
Possible Extension Period	N/A	

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 problem 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 3.34 to 3.38 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 3.28 and 3.29). 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 (COI) 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 (100% payment of total cost agreed). which will be paid upon acceptance of the three work packages as outlined below.

The deadlines are:

WP1 – Mid Nov 2022

WP2 – Mid Jan 2023

WP3 – Late Sept 2023

Break clauses are included. The first is in case the nomination doesn't progress at POPRC-18 (after WP1). The second is at the end of the financial year, so Defra isn't committed to spend beyond this point.

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.

TUPE (Not Applicable)

3.54

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 – (NOT APPLICABLE)

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	Selection Stage:	<p>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 Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>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.</p>	Pass/Fail
Stage 3	Technical & Professional Ability – Project Specific Requirements) (Technical Questionnaire)	<p>This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.</p> <p>Some requirements are mandatory and if you</p>	<p>Scored</p> <p>F01 - Sustainability Weighting= Pass/ Fail</p> <p>F02 – Equality and Diversity Weighting= Pass/ Fail</p>

		<p>cannot provide them your Tender may be rejected.</p> <p>Scored as 80% weighting of the total available score, consisting of the following breakdown of questions (see Appendix C):</p>	<p>E01 – Understanding of Requirements Weighting = Worth 10% of the technical score</p> <p>E02 – Expertise and Experience Weighting = Worth 30% of the technical score</p> <p>E03 - Approach and Methodology Weighting = Worth 40% of the technical score</p> <p>E04 - Project Management and Delivery Weighting = Worth 20% of the technical score</p>
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule on the ITT and Bravo.	Scored weighting 20%
Stage 5	Final score / Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 5</p> <p>The final score is calculated as follows:</p> <p>Total Technical Quality Requirements will make up to a maximum of 80% of total score. (Stage 3)</p> <p>Total Price Requirements will make up to a maximum of 20% of total score. (Stage 4)</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 **80%** of the final score;
 - The score awarded for price will form **20%** 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.
- 1.6 Questions asked by the Authority to evaluate submission's Technical Quality can be found on Bravo. These are repeated as Appendix C of this ITT for information purposes.
- 1.7 The method for scoring price can be found on Bravo.
- 1.8 The submissions against the Technical Quality questions **E01 – E04** will be evaluated 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 a Tenderer receives a 'Fail' in either question **F01 or F02** 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 the Authority may choose to reject the Tender.

The commercial evaluation will be based on a total price and bidders will be required to provide a full price breakdown of the work package, 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 etc is 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 Bravo.

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.

Evaluation

The calculation used is the following:

Score = Lowest Tender Price x 20% 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 = $\text{£}3000/\text{£}3000 \times 20\%$ (Maximum available marks) = 20%

Tenderer B Score = $\text{£}3000/\text{£}5000 \times 20\%$ (Maximum available marks) = 12%

Tenderer C Score = $\text{£}3000/\text{£}6000 \times 20\%$ (Maximum available marks) = 10%

Commercial Pricing Breakdown applicable to this ITT is on Bravo. 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 terms and conditions of contract. 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.

SECTION 3: SPECIFICATION OF REQUIREMENTS

1. Aim:

To determine the economic, social, and environmental impacts and risks of the proposal² to add “chlorinated paraffins, with carbon chain lengths in the range C₁₄₋₁₇ and chlorination levels at or exceeding 45 per cent chlorine by weight”, to the Stockholm Convention. This group is referred to as medium chain chlorinated paraffins (MCCPs) in the UK, EU, and countries such as the US and Canada.

The UK has nominated the group to be listed as a Persistent Organic Pollutant (POP), which if successful will result in a global ban on their production and use. To support this nomination, Defra needs to gather evidence on the uses, alternatives, and potential implications of a ban for the UK. This information will be submitted to the Stockholm Convention in the call for evidence for Annex F.³ As the nominating party for MCCPs, the UK is also responsible for preparing the Risk Management Evaluation (RME) for consideration by The POPs Review Committee (POPRC). This is compiled from the Annex F forms received by the Convention following the invitation sent to all Parties to the Convention and stakeholders.

2. Objectives:

Phase 1:

Produce an RME at a UK level, suitable to be used to complete an Annex F form, assessing the effects to the UK of a Stockholm Convention restriction on the production and use of MCCPs. This can then be used as a foundation for the global RME draft needed in phase 2.

Phase 2:

²

<http://www.pops.int/Convention/POPsReviewCommittee/Chemicals/tabid/243/Default.aspx>

³

<http://chm.pops.int/TheConvention/POPsReviewCommittee/Meetings/POPRC17/POPRC17Followup/tabid/9096/ctl/Download/mid/25320/Default.aspx?id=2&ObjID=29984>

Prepare the draft RME for MCCPs for submission to the POPRC secretariat. This will take account of Annex F submissions from all Parties and observers provided in the POPRC call for evidence. It should synthesise available information to propose the most appropriate risk management.

Phase 3:

Support Defra in responding to comments received from Parties and stakeholders throughout the 3 commenting rounds. Where appropriate, incorporate these responses into the RME. Provide support to Defra at meetings, when the draft RME is discussed.

More information on what is required at each phase is set out in separate work packages (WPs) below.

3. Background & Project Scope:

Stockholm Convention

The Stockholm Convention on Persistent Organic Pollutants (POPs) is a global treaty for the identification and management of substances posing long-term environmental and human health impacts.

The POPRC meets annually, along with other observers and interested parties to discuss the peer reviewed dossiers that have been developed. The conclusions of the POPRC form recommendations to the Conference of the Parties (COP), who meet every two years to discuss and review details relating to the Convention. This includes agreement on the addition of candidate POPs to the annexes of the Convention.

MCCPs were nominated by the UK to be listed on the Stockholm Convention based on the REACH Substance Evaluation report, which found that they met the REACH Annex XIII criteria for Persistent, Bio accumulative and Toxic (PBT) and very Persistent, very bio accumulative (vPvB) properties.

The MCCPs nomination passed the screening dossier phase (which determines if a substance meets the POPs criteria) at POPRC-17 (January 2022). However, the scope of the nomination was narrowed to just chlorinated paraffins (CPs) with carbon chains of 14, unless more evidence can be provided on the bioaccumulation of the longer chain lengths, at the Risk Profile stage.⁴ Furthermore, there are different opinions as to the chlorination level that defines the group. The initial proposal is for paraffins exceeding 45% chlorination by weight. However, there have been proposals both for a lower chlorination level (to capture more) and a higher chlorination level (to be in line with the SCCPs restriction). As a result,

4

<http://chm.pops.int/TheConvention/POPsReviewCommittee/Meetings/POPRC17/POPRC17Followup/tabid/9096/Default.aspx>

it should be established with industry the chlorination and chain lengths of the paraffins used (both produced or imported) so that the impacts of a ban can be assessed when the scope of the nomination is determined.

The Risk Profile is now being developed by an intersessional working group to determine the significance of the risk and whether global action is warranted. This is drafted using the Annex D proposal and the information provided in Annex E forms, which Parties and stakeholders were invited to submit through a call for information that was circulated after POPRC-17.

If the Risk Profile is agreed at POPRC-18 (expected to be 26th-30th September 2022), there will be another call for information, to all Parties and observers (including the UK), to submit information through an Annex F, to contribute to the risk management evaluation. This determines what measures (and exemptions) might be needed.

MCCPs

MCCPs are currently produced in the UK (one site, managed by INOVYN). MCCPs have extensive industrial uses. The main applications are as a plasticiser and flame retardant in PVC (and other plastic polymers), adhesives and sealants, rubber, and paints. They are also used as a lubricant in metal working fluids.

Defra has had initial contact with stakeholders, including the only domestic producer. Further communication with the producer and downstream users is expected to be undertaken by the contractor.

When assessing the import of articles containing MCCPs to the UK, it should be noted that the production of CPs can be based on chlorination alone. This results in CPs of varying chain length, both inside and outside of the defined scope above, unlike in UK/EU production. This is known to be the case for all production in China and may apply to other countries, such as India. Therefore, where possible, imports of products containing these CPs should be identified and included in any impacts.

As with the listing of short chain chlorinated paraffins (SCCPs), to address the unintentional production of MCCPs during the manufacture of other CP mixtures, the listing of MCCPs is likely to exclude quantities of the chemical occurring as an unintentional trace contaminant (UTC). Engagement with industry will be needed to propose a level for the listing, below which traces of MCCPs will be allowed to be present in products placed on the market.

4. Approach and Methodology:

The tenderers will be expected to clearly set out the methods in which they expect to meet each work package. This may include but is not limited to:

- Literature review
- Analysing existing data

- Gathering new data and analysis
- Interviews with stakeholders

5. Project Outputs:

There are two written outputs for this project: a UK centric RME that clearly covers the information required for the UK to submit an Annex F form for MCCPs, followed by the draft RME compiling and synthesising all Annex F submissions, along with any additional literature reviewed. These written reports must meet the objectives and requirements set out in this tender, suitably explain technical jargon in a simple way, and include all assumptions and limitations. The draft RME must include an executive summary and be no longer than 20 pages (excluding references), as specified by the POPRC.⁵ To adhere to this, some UK specific information from phase 1 may have to be removed and provided in a supplementary annex. This annex, along with any spreadsheets and modelling tools used to devise estimates, must be submitted to Defra so that, if necessary, further analysis could be undertaken by either Defra or externally. The outputs of phase 3 are subject to the feedback received on the draft RME. This will include providing responses to any comments received and if appropriate, incorporating them into the draft.

All outputs must be provided by email to the Defra Project Officer.

Work Package 1:

The output of this work package should be a report covering a UK specific risk management evaluation. This should be suitable to be used to complete an Annex F submission, as well as being the basis for completion of the draft RME needed in WP2. For reference, the RME for PFOA can be found on the Stockholm Convention website.⁶ To do this, information should be extracted from sources, such as the ECHA restriction report. A wider literature review will be needed and evidence gathering through industry engagement will also be necessary. The requirements of the Annex F form are listed below, all of which must be covered.

1. Establish estimates of the volumes and concentrations of MCCPs in use throughout different industries in the UK. Clearly state the level of uncertainty of these estimates, providing a range if more appropriate.

⁵

<http://chm.pops.int/TheConvention/POPsReviewCommittee/Guidance/tabid/345/Default.aspx> 'Handbook for effective participation in the work of the POPs Review Committee'

⁶

<http://chm.pops.int/Implementation/Alternatives/AlternativestoPOPs/ChemicalslistedinAnnexA/PFOA/tabid/8292/Default.aspx>

2. Establish estimates of volumes and concentrations of MCCPs imported/exported by the UK, including the import of pre-treated articles. Clearly state the level of uncertainty of these estimates, providing a range if more appropriate.
3. Identify global trends in terms of production and use, such as when peak production was and whether the SCCP ban has increased the use of MCCPs.
4. Establish estimates for the tonnage of MCCP contaminated waste disposed of in the UK each year, and the current methods of disposal. Clearly state the level of uncertainty of these estimates, providing a range if more appropriate.
5. Assess the waste and disposal implications of a ban, such as the technical feasibility and cost of identifying contaminated waste and disposing of it.
6. Incorporate estimates of emissions from the use of MCCPs, provided by Defra, into the report. These need to cover different uses, lifecycle stages and how they enter the environment. This includes contaminated waste.
7. Identify possible control measures that have been or could be implemented to restrict the supply and use of MCCPs. Each option needs to be fully explained from both a technical feasibility and socio-economic perspective (including environmental and health costs). Assumptions must be clearly laid out, and referenced, as necessary. This must include consideration of the time needed to complete any phase-out of use.
8. Identify the impacts of a potential ban on UK producers of MCCPs. This may include the cost of developing an alternative chemical, a loss of revenue from a halt in production and the loss of biproducts used in other processes, and any other costs identified. Quantify these impacts.
9. Assess the impacts of a potential ban on UK downstream users of MCCPs. This should include identifying potential alternatives for each different application of MCCPs, and the costs to downstream users of transition.
10. Any confidential information provided by industry will need to be separated from the main report and referred to in a confidential annex. A letter of engagement will need to be agreed with Defra before contacting industry.
11. Assess the technical feasibility of each alternative, such as whether they perform the necessary technical functions of MCCPs to the required level (efficacy). Also assess the availability and accessibility of each alternative.
12. Identify any costs, including environmental and health costs, of the proposed alternatives.
13. Assess and evaluate the risk of whether proposed alternatives have been thoroughly tested or evaluated to avoid inadvertently increasing risks to human health and the environment. This should also include any information on potential risks associated with untested alternatives and any increased risk over the lifecycle of alternatives, including manufacture, distribution, use, maintenance, and disposal.
14. Assess the accessibility of geographic, legal, or other limiting factors which may affect whether an alternative can be used. For example, regulatory constraints to substitution (e.g., safety certification requirements) should also be considered.
15. Identify current uses of MCCPs with no suitable alternatives, stating which technical functions cannot be replicated.
16. Assess whether there would be a negative impact to the UK of not receiving an exemption for these uses and present any arguments that an exemption is therefore necessary. A projected phase out timeframe needs to be provided and justified.

17. Identify and assess the societal impacts of implementing possible control measures. This should include an assessment of impacts including any costs or benefits to health (public, environmental, and occupational), agriculture and biota. Economic and social impacts such as impact on jobs and movement towards sustainable development should also be considered. The geographical scope of impacts should also be considered.
18. Assess the status of current control and monitoring capacity in the UK, and any national or regional control actions taken.
19. Propose an unintentional trace contaminant limit, with justification, allowing products containing MCCPs below this level to be exempt from the restriction. The threshold should correspond to a level below which the substance cannot be meaningfully used and above detection limit of existing detection methods to enable control and enforcement. Engagement with industry will be needed to establish this.

Work Package 2: This output will be a Risk Management Evaluation dossier for MCCPs for submission to POPRC, collating relevant information from the risk profile (based on Annex E submissions) and Annex F submissions from all Parties and observers. This should:

1. Use the structure of the report developed in WP1 to produce the draft RME, summarising all relevant information from the Annex F submissions.
2. This should synthesise the information collected, summarising to recommend suggested risk management measures and necessary exempted uses.
3. If the information provided is not sufficient, a further literature review will be needed to supplement this.
4. The format should follow that of previous RMEs, including an executive summary.

The need for WP2 is dependent on POPRC agreeing the substance can proceed to Annex F. This will be decided at the POPRC-18 meeting which is expected to be 26-30th September 2022.

Work Package 3:

After the draft RME has been reviewed by members and stakeholders, there are several rounds of commenting and redrafting. The contractor should plan for 3 commenting rounds. The final RME is then submitted to the COP, including a recommendation. As a result, WP3 will include:

1. Providing responses to comments received regarding the draft RME.
2. Supporting Defra in redrafting the RME based on the comments received.
3. Providing support to Defra at POPRC-19. (Anticipated to be September/October 2023).

The resource needed for WP3 will be subject to the extent of the comments received throughout the commenting rounds.

Further support may be required beyond POPRC-19, for example if the RME is not agreed and is subject to further review at POPRC-20. Support may also be required when the nomination goes to the COP, which is currently expected to be in 2025. This support does not need to be costed into a bid at this stage.

5. Timetable

The deadline for the final output for the Annex F (WP1) is mid-November 2022. Work for the WP2 (draft RME) is subject to the POPRC decision but the final output is expected to be delivered for January 2023. As WP2 is subject to the POPRC decision, a break clause will be included between phase 1 (WP1) and phase 2 (WP2).

Furthermore, a break clause is required so that Defra would not be committed to a contract with a duration period that exceeds the financial year 22/23. This will be in place during WP3, after the completion of the first commenting round (Mid-February 2023). The tenderer is expected to bid for each WP (costed separately) up to FY22/23 and provide a separate bid for work done in FY23/24 for WP3. The deadline for each milestone can be agreed with Defra. The table below provides an indicative timetable based on current expectations.

Milestones	Deliverables	Deadline
Inception meeting	Kick off meeting with Defra project officer, steering group, and the contractor.	September 2022
Progress updates	Fortnightly online meetings to update Defra project officer on progress.	
Work Package 1	Final report on findings of WP1 (needed for Annex F submission)	November 2022
POPRC secretariat provides Annex F call for information to UK, WP2 commences.	A meeting with the POPRC drafter ⁷ to determine milestones is likely.	Early December 2022

⁷ A member of the POPRC will be appointed to work alongside the drafting party.

Work Package 2	Draft report sent to Defra and POPRC drafter for review.	4 weeks after receipt of Annex F information. (Early January 2023).
Work Package 2	Final Report (the Draft RME) sent to POPRC secretariat	6 weeks after receipt of Annex F information Mid-January 2023
Intersessional WG comments received, WP3 commences.		Late January 2023
Work Package 3	Respond to WG comments and redraft RME, second draft sent to Parties and observers.	2 weeks after receipt of comments (Mid-February 2023).
Parties and observers' comments received		6 weeks from sending second draft (Late March 2023)
Work Package 3	Respond to comments and redraft RME, third draft sent to the working group.	3 weeks after receipt of comments (Late April 2023)
Intersessional WG final comments received		Mid-May 2023
Work Package 3	Respond to comments, final version of RME submitted to the secretariat.	Late May 2023
Work Package 3	Support at the POPRC-19 (the RME is anticipated to be reviewed and agreed here).	September/October 2023

6. Financial Arrangement

Interested bidders must submit a proposed project delivery plan including interim deliverables and milestone dates.

Payment will be in line with project milestones agreed with the successful bidder following award of the contract.

7. Evaluation criteria:

Technical evaluations will be based on responses to questions covering key criteria, outlined below. Scores for questions EO1 – EO4 will be based on the following criteria:

The Technical Evaluation will be scored as follows:

Score	Justification
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.
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E01: Understanding of requirements (10%)

Please demonstrate your understanding of the requirements as outlined in the Specification.

As part of your response, you should demonstrate an understanding of:

- The rationale and context for the project.
- The key interest groups and sectors in relation to MCCPs.
- The way this evidence and data can be used to develop submission to the Stockholm Convention.

E02: Expertise and experience (30%)

This project will require experience in risk management and socioeconomics, as well as experience in research related to POPs including some knowledge of the Stockholm Convention. If necessary, it might be appropriate to consider putting together a team from more than one organisation to ensure the expertise in all these is available.

As part of your response, you should:

- include details of the number of years your organisation or the proposed team has been involved in similar activities.
- include CVs for each of the proposed project team members.
- include a list of references to relevant publications by your organisation or proposed team in the risk management area, with particular emphasis on POPs or REACH legislation.
- describe any resources that you think are relevant to delivery of the project such as sampling capabilities, data handling and analysis systems.
- demonstrate the proposed team has sufficient and relevant experience and capability to successfully deliver on the work packages. Including strong knowledge, experience, and capability across risk management of POPs and SVHC.
- the size and structure of the proposed project team is sufficient to ensure that adequate resources have been allocated for all the required roles and responsibilities.

E03: Approach and methodology (40%)

Please detail the methodology you plan to use and justify your approach. Explain how the methodology and approach will achieve the aims and objectives set out in the tender, including completion of all work packages.

As part of your response, you should demonstrate:

- An awareness of the key issues, challenges, and interdependencies in relation to carrying out the project and how you will manage these (including challenges associated with Covid-19).
- A clear and understandable methodology for the main components of the work, with supporting literature if appropriate.
- The proposed approach is suitable for fulfilling each of the project aims.
- An understanding of the research and analytical methods to be used.
- Details of any data handling or ethical issues relating to this proposal and how these will be addressed.

E04: Project management and delivery (20%)

Please provide an overview of the proposed project management processes, detailing how quality deliverables will be produced on time.

As part of your response please provide:

- An outline of the total number of days allocated to the project and the number of days each staff member will contribute, demonstrating that senior staff members would be embedded throughout the whole project. The project must be sufficiently resourced to deliver the work on time, including staff cover.
- If appropriate, outline any sub-contracting or consortium arrangements.
- A Gantt chart detailing the proposed timetable for completion, including key deliverables and milestones.
- A quality assurance plan to ensure outputs are robust and presented/documentated clearly.
- An overview of the key risks associated with this project and the ways you will mitigate these.
- An overview of performance management responsibilities which may include reviews to evaluate whether the project is on schedule against the budget and making sure any milestones outlined in the project are being met.

8. Project Governance

Defra will nominate a Project Manager who will be responsible for the day-to-day management of this contract and ensure it meets the project aim and objectives. The Defra Project Manager will monitor progress and provide advice, support, and guidance on project scope, methodology, policy focus, and project outputs. Meetings have been incorporated into the Programme of Work (see below) to discuss progress and to ensure timely support as required.

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.

As a minimum, this must be done via fortnightly emails, and when there are any significant issues. The successful tenderer is also expected to organise monthly meetings to update Defra on project progress. Due to the current coronavirus situation, all meetings will be held virtually e.g. over Microsoft Teams, Zoom, or via teleconference.

Specific deliverables will be required from the successful Tenderer during the course of this project (see Section 5). All reports must be produced in accordance with Defra templates for publications. The reports are anticipated to be provided as Microsoft Word. There may be other outputs required during the course of the project and Defra will negotiate any additional requirements with the successful Tenderer.

9. Security Classification

It is anticipated that all research the successful Tenderer will undertake as part of this project will be marked as OFFICIAL. **The successful Tenderer is not required to obtain security clearance for this project.**

10. Audiences

The main audiences for this research are the Defra Analysis and Evidence for Chemicals, Pesticides and Hazardous Waste Team. Findings will be disseminated to people in UK Government who have interest in MCCPs. **In general, Defra is content for the successful Tenderer to publish the results of this work (e.g. in a peer reviewed scientific journal or conference proceedings).** However, this is subject to satisfactory completion of the project and the specific publication route. The Authority reserves the right to determine if and how results should be published.

11. Accessibility requirements

Contractors are expected to meet government requirements for accessible reports (guidance is available here: www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility).

This includes, but is not limited to, consideration of:

- font (size, style, and justification)
- headings and sub-headings to structure reports
- alt-text for images, charts, or graphs
- table captions and summaries in all tables
- colours that are suitable for those with colour-blindness

For every commission, contractors are expected to outline how they will meet accessibility requirements and what processes they have in place to assure this. The exact outputs should be discussed with the commissioning team, but accessibility should be considered in all outputs (e.g., Word, PowerPoint, CSV data files or PDF documents). Defra can provide a Word template where contractors do not already have an in-house accessible report template.

12. Quality of the work

We expect high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.

The contractors should plan their timings and costs to account for potential multiple iterations of outputs. They must put quality assurance in place before they send outputs to Defra.

SECTION 4: GOVERNANCE AND CONTRACT MANAGEMENT

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 5 and Section 6 below.
2. An official within Defra will act as one of the two Project Managers responsible for the day to day management of the contract. The Supplier will appoint the other Project Manager, who will also act as the principal point of contact for Defra. Tenderers may propose consortium or subcontracting arrangements but should provide a single manager responsible to Defra for fulfilment of the contract and for liaison with Defra's contact person.
3. The Supplier will be required to provide the Project Manager at Defra with regular progress updates. The form of these updates will be agreed in the inception meeting but is likely to involve weekly project management telephone meetings initially, changing to every two weeks when project is well-established. The Supplier will also agree to make all reasonable efforts to meet with Defra officials as and when required.
4. Defra will establish a Project Advisory Group that will comprise representatives drawn from Defra, relevant agencies, and other experts (where appropriate). The function of the Advisory Group shall be to meet at key junctures in the project and provide additional technical and subject expertise to support the Supplier and Defra.
5. Following completion of a deliverable a review discussion will be undertaken with key members of the programme team to discuss what was achieved, what went well and any opportunities for improvement on future assignments.
6. The Supplier shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline. Tenderers should provide an assessment of risks and countermeasures in a risk management plan as part of their submission.
7. Efficiencies and Continuous Improvement in Service Lifetime

7.1. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the processes/objectives outlined in section 3.1 above which shall include, but are not limited to:

- New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
- Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.

8. Performance Management

8.1. Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.

8.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework.
The proposed KPIs are set out in Section 5 and Section 6.

9. 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.

10. 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

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 monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings 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 also have to be met otherwise indicating that the service 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 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 Authority	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. Evaluation questions	Proportionate collection and secure storage of key informant views and secondary data underpinning evaluation questions	Inadequate range of views and information accessed and not stored	Key stakeholders consulted and their views and other information are gathered and stored securely
c. 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. Participatory outputs	Not required	Not required	Not required
a. Theory of Change	Notes and outputs from development of ToC	Notes and outputs are incomplete and do not reflect the participatory process	Notes and outputs show how the ToC was developed in a participatory way with a range of stakeholders
b. Evaluation questions	Notes, information and ratings underpinning development of the evaluation questions	Notes, information and ratings are incomplete or missing and not	Notes, information and ratings for each evaluation question are

		clearly linked to evaluation questions	clearly linked and transparent
4. 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

APPENDIX A

FORM OF TENDER

To be returned by **12:00 Noon** (UK time) on **28th July 2022**.

Kingsley Ibizugbe
Procurement Advisor
Department for Environment, Food and Rural Affairs
Procurement and Commercial Function

TENDER FOR THE: Risk Management Evaluation and Socioeconomic Impacts of MCCPs
being added to the Stockholm Convention

Tender Ref: project_36595.

ITT_10312

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 **02/09/2022** 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.

APPENDIX B
AUTHORITY'S CONDITIONS OF CONTRACT
Upload on Bravo

APPENDIX C

TECHNICAL EVALUATION QUESTIONS

The weighting, page limits, and scoring for each question are shown in the table below. If a Tenderer receives a 'Fail' in any of the questions on Sustainability and Equality and Diversity Policy they will be eliminated from the procurement.

Question	Weighting as a proportion of score for technical questionnaire	Maximum number of sides of A4
F01 Sustainability	Pass/Fail	2
F02 Equality and Diversity	Pass/Fail	2
E01 Understanding of Requirements	10%	2
E02 Expertise and Experience	30%	3
E03 Approach and Methodology	40%	5
E03 Project Management and Delivery	20%	2 + Gantt chart

F01 - Sustainability - Pass/Fail

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:

<https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement>

Within this context, please explain your approach to delivering the services and how you intend to reduce negative sustainability impacts. Please discuss the methods that you will employ to demonstrate and monitor the effectiveness of your organisation's approach.

Your response should:

- Demonstrate that the Tenderer has a sustainability policy in place; and

- Provide evidence as to how the Tenderer will reduce the environmental impacts of delivering this contract.

A “fail” will be allocated to a response that does not demonstrate any evidence of addressing sustainability.

Your response must be a maximum of 2 sides of A4, font size 12. Any responses exceeding 2 sides of A4 will not be evaluated beyond the last page. Please upload a document with the filename: “F01_Your Company Name”.

F02 – Equality and Diversity

Tenderers should provide details of suitably robust procedures for equality and diversity, including how they will **conduct measurements** in a safe manner.

A “Fail” will be allocated to a response that does not demonstrate any evidence of addressing equality and diversity.

Your response must be a maximum of 2 sides of A4, font size 12. Any responses exceeding 2 sides of A4 will not be evaluated beyond the last page. Please upload a document with the filename: “F02_Your Company Name”.

If a Tenderer receives a ‘Fail’ in any of the questions F01 - F02 they will be eliminated from the procurement.

If a Tenderer scores 20 or less using the ‘Scoring Criteria’ in Section 2: Tender Evaluation (Paragraph 1.8); for any of the questions E01-E04 the Authority may choose to reject the Tender.

Technical evaluation questions and scoring

The technical evaluation will account for 80% of the total marks.

E01 Understanding of Requirements (Weighting: 10%)

Please demonstrate your understanding of the requirements as outlined in the Specification. Any input required from the Authority should be outlined. Further information is available in Section 3 of the Specification of Requirements (Understanding of Requirements).

Your response must be a maximum of 2 sides of A4, font size 12. Any responses exceeding 2 sides of A4 will not be evaluated beyond the last page. Please upload a document with the filename: “E01_Your Company Name”.

Your response must include the following:

- The rationale and context for the project.
- The key interest groups and sectors in relation to MCCPs.
- The way this evidence and data can be used to develop submission to the Stockholm Convention.

E02 Expertise and Experience (Weighting: 30%)

This project will require experience in risk management and socioeconomics, as well as experience in research related to POPs including some knowledge of the Stockholm Convention. If necessary, it might be appropriate to consider putting together a team from more than one organisation to ensure the expertise in all these is available.

Your response must be a maximum of 3 sides of A4, font size 12, excluding the inclusion of CVs. Any responses exceeding 3 sides of A4 (excluding CVs) will not be evaluated beyond the last page. Please upload a document with the filename: 'E02_Your Company Name'.

As part of your response, you should:

- include details of the number of years your organisation or the proposed team has been involved in similar activities.
- include CVs for each of the proposed project team members.
- include a list of references to relevant publications by your organisation or proposed team in the risk management area, with particular emphasis on POPs or REACH legislation.
- describe any resources that you think are relevant to delivery of the project such as sampling capabilities, data handling and analysis systems.
- demonstrate the proposed team has sufficient and relevant experience and capability to successfully deliver on the work packages. Including strong knowledge, experience, and capability across risk management of POPs and SVHC.
- the size and structure of the proposed project team is sufficient to ensure that adequate resources have been allocated for all the required roles and responsibilities.

E03 Approach and Methodology (Weighting: 40%)

Please detail the methodology you plan to use and justify your approach. Explain how the methodology and approach will achieve the aims and objectives set out in the tender, including completion of all work packages.

Your response must be a maximum of 5 sides of A4, font size 12. Any responses exceeding 5 sides of A4 will not be evaluated beyond the last page. Please upload a document with the filename: 'E03_Your Company Name'.

As part of your response, you should demonstrate:

- An awareness of the key issues, challenges, and interdependencies in relation to carrying out the project and how you will manage these (including challenges associated with Covid-19).
- A clear and understandable methodology for the main components of the work, with supporting literature if appropriate.
- The proposed approach is suitable for fulfilling each of the project aims.

- An understanding of the research and analytical methods to be used.
- Details of any data handling or ethical issues relating to this proposal and how these will be addressed.

E04 Project Management (Weighting: 20%)

Please provide an overview of the proposed project management processes, detailing how quality deliverables will be produced on time.

Your response must be a maximum of 2 sides of A4, font size 12, with an additional one side of A4 for a Gantt chart (or similar). Any responses exceeding 2 sides of A4 (excluding the Gantt chart) will not be evaluated beyond the last page. Please upload a document with the filename: 'E03_Your Company Name'.

As part of your response please provide:

- An outline of the total number of days allocated to the project and the number of days each staff member will contribute, demonstrating that senior staff members would be embedded throughout the whole project. The project must be sufficiently resourced to deliver the work on time, including staff cover.
- If appropriate, outline any sub-contracting or consortium arrangements.
- A Gantt chart detailing the proposed timetable for completion, including key deliverables and milestones.
- A quality assurance plan to ensure outputs are robust and presented/documentated clearly.
- An overview of the key risks associated with this project and the ways you will mitigate these.
- An overview of performance management responsibilities which may include reviews to evaluate whether the project is on schedule against the budget and making sure any milestones outlined in the project are being met.

APPENDIX E

PRICING SCHEDULE

(Uploaded onto the Bravo Portal)

APPENDIX F

STAFF TIME IN DAYS TEMPLATE

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