



Department  
for Environment  
Food & Rural Affairs

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

## **Invitation to Tender**

**Tender for Scoping Study on the Opportunities and Barriers of Improved Forages for Livestock Sustainability and Productivity**

**Tender Reference: itt\_7966**

## 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 [insert name of lot] 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 **Scoping Study on the Opportunities and Barriers of Improved Forages for Livestock Sustainability and Productivity (ForaGIN)**. This project aims to scope opportunities to assess the potential of improved forages to offer livestock-related benefits such as enhancements to farm productivity, agricultural sustainability (including reduced greenhouse gas emissions), and resilience to climate change to account for the future needs of ruminant agriculture in the UK. The project will set out these opportunities and put forward potential opportunities considered and calculated for particular forage species, bringing together academics and industry to inform pertinent considerations. Key relevant options, considerations and barriers should be duly evaluated
- 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.
- 1.6 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 **Error! Reference source not found.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 Contracts Finder Notice and Bidder Pack	20 <sup>th</sup> November 2020	
Clarification deadline	Date	Time
	01 <sup>st</sup> December 2020	12:00pm
Bidder Pack / ITT response date	Date	Time
	11 <sup>th</sup> December 2020	12:00pm
Compliance Checks	11 <sup>th</sup> December 2020	
Evaluation	11 <sup>th</sup> -17 <sup>th</sup> December 2020	
Moderation Meeting	18 <sup>th</sup> December 2020	
Produce Contract Award Report and Draft Letters	21 <sup>st</sup> - 24 <sup>th</sup> December 2020	
Approval of Contract Award Report	4 <sup>th</sup> January 2021	
Issue Notification of Intention to Award letters	15 <sup>th</sup> January 2021	
Self-Declaration Due Diligence	15 <sup>th</sup> January 2021	
Finalise Contract and obtain approvals (if required)	22 <sup>nd</sup> January 2021	
Contract award / contract issued	22 <sup>nd</sup> January 2021	
Contract Start Date	29 <sup>th</sup> January 2021	

Publish Contract Award Notice and Redacted Contract	29 <sup>th</sup> January 2021
Contract End Date	30 <sup>th</sup> September 2021

### 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 ~~3.343-35~~ to ~~3.383-39~~ 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 ~~3.283-29~~ and ~~3.293-30~~). 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 i.e. resignation of a key individual or loss of a key contract etc 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. There will be a ten (10) days standstill period before the Authority enters into the Contract.

## **TUPE (Not Applicable)**

## **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	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 cannot provide them your Tender may be rejected.</p> <p>Scored as 70% weighting of the total available score,</p>	<p>Scored</p> <p>E01 Sustainability Weighting= Pass/ Fail</p> <p>E02 Equality &amp; Diversity Policy Weighting= Pass/ Fail</p> <p>E03 Strength of the Methodology to Meet Research Objectives; demonstrating understanding of the Policy,</p>

		consisting of the following breakdown of questions:	<p>Aim and Objectives Weighting = Worth up to 55%</p> <p>E04 Relevant Experience and Expertise = Worth up to 25%</p> <p>E05 Project Management, Quality Assurance, Risk Management and Mitigation Weighting = Worth up to 20%</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 30%
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 70% of total score. (Stage 3)</p> <p>Total Price Requirements will make up to a maximum of 30% 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 **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.
- 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 E03 – E05 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 E01 or E02 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 each work package, per year and matched against milestones.

The Authority is keen to receive tenders that are value for money. The project is for a fixed cost. Cost should reflect the scope and quality of the work. Competitive day rates for staff based on grades; and number of days should be provided; including a detailed breakdown for equipment, consumables; overheads and travel costs. In summing up the price; bidders should focus on methods and approaches that are suited to the requirements set out in the specification.

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.

The weighting and maximum marks available for the price (Stage 4) will be 30% and will be awarded to the Tenderer with the lowest Total Price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 30 \text{ (Maximum available marks)}$$

For example, if three Tender Responses are received and Tenderer A has quoted £30,000 as their total price, Tenderer B has quoted £50,000 and Tenderer C has quoted £60,000 then the calculation will be as follows:

$$\text{Tenderer A Score} = \frac{£30,000}{£30,000} \times 30 \text{ (Maximum available marks)} = 30$$

$$\text{Tenderer B Score} = \frac{£30,000}{£50,000} \times 30 \text{ (Maximum available marks)} = 18$$

$$\text{Tenderer C Score} = \frac{£30,000}{£60,000} \times 30 \text{ (Maximum available marks)} = 15$$

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

## SECTION 3: SPECIFICATION OF REQUIREMENTS

### Summary

This project aims to scope opportunities to assess the potential of improved forages to offer livestock-related benefits such as enhancements to farm productivity, agricultural sustainability (including reduced greenhouse gas emissions), and resilience to climate change to account for the future needs of ruminant agriculture in the UK. The project will set out these opportunities and put forward potential opportunities considered and calculated for particular forage species, bringing together academics and industry to inform pertinent considerations. Key relevant options, considerations and barriers should be duly evaluated.

Term	Definition
AHDB	Agriculture and Horticulture Development Board
Defra	Department of Environment, Food and Rural Affairs
PCGIN	Pulse Crop Genetic Improvement Network

### Background

The Utilised Agricultural Area accounts for 71% of land usage in the UK, with a significant share apportioned to grazing of livestock.<sup>i</sup> Optimising forage production and utilisation will help to balance competing land use demands and to maximise farm productivity, sustainability and resilience.

Previous investment in genetic improvement networks is helping to drive significant national progress in an array of commercially relevant crop species and beef cattle. Extending a similar approach to include the consideration of forage crops offers additional levers to help support farm businesses while delivering environmental benefits. This exploratory study is sought to offer key insights into possible benefits, potential trade-offs and viable routes to success.

Aside from direct benefits to livestock, improved/novel forage crops may also offer indirect benefits to the environment. Furthermore, highly nutritious forage can help to reduce ruminant methane production<sup>ii</sup>.

Growing triticale, or other N efficient cereal species, potentially offers a relatively quick way of achieving moderate to large reductions in greenhouse gases<sup>iii</sup>. Such benefits are possible due to triticale's lower nitrogen requirements than wheat crops and furthermore it is also tolerant to root take-all disease which can affect wheat.

Legumes can increase soil porosity, organic matter concentration, mineralisation of N, uptake of soil N by the plant, supply of soil N to grasses and soil microbial biomass<sup>iv</sup>. Lucerne is a relatively underdeveloped source of protein and essential amino acids for livestock. It has been demonstrated to offer a significant contribution towards dietary requirements in pigs and poultry<sup>v</sup>.

Related relevant research includes the Defra Pulse Crop Genetic Improvement Network (PCGIN)<sup>vi</sup>, a platform which supports legume crop improvement in the UK. The Defra-funded Green Pig<sup>vii</sup> project investigated the viability of domestically produced faba beans as a potential replacement for soya. Defra continues to fund and support the Beef Feed Efficiency Programme, which exploits natural animal variability in feed efficiency to offer cumulative gains in farm productivity, profitability and sustainability<sup>viii</sup>.

Future environmental challenges, such as climate change, may introduce specific regional challenges to livestock farming. The importance of animal nutrition for growth, production, and reproduction is well documented and forage quality is known to be impacted by climatic conditions. Without attention, rising temperatures may negatively affect forage quality, serving to increase methane production and thus create an additional climate forcing effect<sup>ix</sup>.

Optimising forage crops has been identified as a valuable tool to help guard against detrimental impacts of future climate change, whilst offering co-benefits to animal management, productivity and resilience.

## **Aims and Objectives**

**Work package 1:** To produce a rapid evidence assessment of existing scientific literature to identify underutilised forage crops with high genetic merit potential to offer enhanced production traits. This includes academic literature, applied research studies published by Defra, AHDB and industry research. The review should set out options for a diverse set of forage crops that are suited to UK agri-climatic conditions. Suitable plants may include (but are not restricted to) crops such as triticale, lucerne and lupin. Particular focus should be paid to forage crops that offer alternatives to or could reduce reliance on imported feed components. The review should draw out the potential for each crop, including its agronomic and environmental implications and nutritional profile for livestock.

**Work package 2:** To set out a short list of forage crops that offer strong potential for UK agriculture, based on results from work package 1, and intelligence gathered from industry stakeholders and farmers. The work package should set out major opportunities, environmental benefits, production benefits and potential barriers to successful implementation of each crop included in the shortlist. Where possible, this should be accompanied by case studies of UK farmers already implementing or trialling named crops. These examples could offer insights into realistic experiences of farmers on barriers, benefits and impacts.

**Work package 3:** To consider the potential for future research or breeding effort to overcome barriers relating to implementation of the shortlisted crops.

## **Research questions**

An initial rapid evidence assessment is required, followed by a modelling approach to show potential impact of improved forages.

### **Work package 1 - literature review to address an evaluation of:**

1. Current forage use in the UK, reflecting most widespread sward selections.
2. A related evaluation of the key species-specific requirements of forage crops.
3. Which improved forage traits are currently available to UK farmers?

4. Potentially suitable crops detailing the rationale for inclusion and a summary of trade-offs for other outcomes (animal welfare and productivity, environmental and biodiversity impacts etc.)
5. Currently available optimised forages comparing the benefits, disadvantages and trade-offs both initially and over longer time periods e.g. impacts upon nutritional profiles for grazing, GHG/ammonia emissions, sward composition, inter-specific suitability for mixed livestock farms.
6. Potential forages to consider focusing on for further breeding; comparing benefits and trade-offs.

Work package 2 - Modelling the impact arising from uptake of potential improved forages. This should include:

1. Consideration of the practicalities of each of the prioritised forage crops and potential barriers to uptake as well as potential barriers for inclusion.
2. Comparison of the suitability of each of the selected forage crops including an assessment of how rapidly they could impact on productivity, highlighting potential trade-offs with other outcomes such as welfare, climate mitigation and biodiversity.
3. Modelling productivity, sustainability and climate metrics, to be demonstrated with quantified projections over the 5, 10, 30 year time horizons for short/mid-term and Net Zero by 2050 considerations. Exact indicators and key metrics to be refined in collaboration with Defra officials.

Work package 3 – Future Options:

1. Produce evidence-based assessment of identified opportunities for improvement of shortlisted forages. This should consider existing infrastructure, resources, climate mitigation and adaptation goals and livestock business priorities. This section should be informed by contributions from both public and private partners considering a future look. The diverse needs of key relevant stakeholders should inform planned outcomes, accounting for the three pillars of sustainability.

## **Proposed methods**

The project will commence with successful contractors meeting with Defra Farming Science officials to refine study scope, methods and relevant details of approach. At the project's end a summary presentation of key findings to relevant Defra policy and evidence officials will be required, alongside delivery of the finalised full report.

For this work to be completed the following methods are required: a literature review using a Rapid Evidence Assessment and a modelling approach to generate estimated impacts of future exploitation opportunities.

## **Expertise required**

Bidders will need:

- Strong project management skills to ensure that deliverables are produced to time and quality.
- Experience/expertise within the livestock sector.
- Experience/expertise within the fodder/forage/crops sector.
- Familiarity with the relevant literature and approaches used to measure.
- To be able to synthesise existing literature and clearly summarise and describe key findings.

- The ability to critically analyse evidence and identify and explain the underlying limitations and drawbacks.
- Good drafting and report writing skills, including the ability to communicate complex technical information.
- Experience of modelling economic impact of possible innovation strategies.
- Good connections across livestock industry, research and businesses.

## **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 the Project Officer responsible for the day to day management of the contract. The Supplier will appoint a Project Manager who will 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 Officer 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. Following completion of a deliverable a 'Post-Assignment Feedback' review 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.
5. 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.

### **6. Efficiencies and Continuous Improvement in Service Lifetime**

- 6.1. During the Contract, the Contractor shall look to develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
- 6.2. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services 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.

### **7. Performance Management**

- 7.1. 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.
- 7.2. 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 4 and Section 5.

## 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 motorcycles	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:
  - Contract Management
  - Delivery and Support
  - Quality of Service
- 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 5 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	What is required to make this measurable	KPI Measurement	KPI Rating		
<b>KPI 1 – Project Deadlines</b>	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline, or less than one day but later than the agreed time if a restricted timescale.	Meets expectations - All deliverables sent to the Authority on time
	Invoices to be received within three (3) working days of the end of each month.	Invoices quote the correct PO, Contract number, the Authority Contact, and qualitative description of the work being done.			
<b>KPI 2 – Invoices</b>	Invoices and associated deliverables should be clearly linked.	Invoices must be clearly itemised: specific milestones and deliverables should be explicitly listed.	Invoices received by the Authority which contains inaccuracies and/or greater than 10 (ten) working days after the agreed deadline.	Invoices received by the Authority greater than 5 (five) working days after the end of the month, and/or contains some inaccuracies.	Meets expectations - All invoices received by the Authority on time and accurately reflect agreed work

	Note partial payment for milestones is not permissible: only completed milestones and deliverables are chargeable.	Associated reports should be clearly and explicitly linked to invoices to help financial tracking.			
<b>KPI 3 – Quality of Deliverable: Error Free</b>	Deliverables are accurate and free of errors.	Deliverables reviewed by the Authority for accuracy.	A significant error is identified that results in published documents or National Statistics being amended by Defra. Or an error is identified that results in Government incurring financial damages or significant reputational harm.	An error is identified that does not result in published documents or National Statistics being amended	Meets expectations – No errors within deliverables
<b>KPI 4 – Check point risk Assessment</b>	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept up to date throughout the project. Evidence should be provided that risks are proactively managed.	Risk Assessment is not kept up to date and known risks are not communicated on the Risk Assessment	Risk Assessment is kept up to date but communication on the Risk Assessment is incomplete	Risk assessment is kept up to date and remains appropriate for use

<b>KPI 5 – Monthly activity check-in with Authority</b>	Contractor will give Authority monthly updates on project progression, any foreseen blockages or issues	Contractor will contact Authority at least monthly (email/phone/videocall) with relevant updates	Contractor goes more than 3 months without contacting Authority with relevant updates, OR without stating known future potential issues	Contractor goes more than 2 months without contacting Authority	Contractor contacts Authority at least monthly, stating project activities and any future potential issues
<b>KPI 6 – Quality of Deliverable: Report QA</b>	A credible QA development plan is in place with time bound deliverables to implement Defra Quality Assurance Guidelines for Reports. QA logs are implemented and accurately maintained for all Reports.	A credible and time bound plan to implement Defra QA Guidelines for Models is in place and adhered to. The guidelines are implemented within the lifetime of the Contract. QA logs are accurately maintained and annually updated.	Lack of a model QA development plan, a significant inaccuracy in the QA log or significant failure to maintain the model at the required standard, failure to implement the Defra QA Standards for Models within the lifetime of the project	Lack of a model QA development plan, a significant inaccuracy in the QA log or a failure to maintain the model to the required standard	Meets expectations

## APPENDIX A

### FORM OF TENDER

To be returned by 12:00pm (UK time) on 11<sup>th</sup> December 2020.

Elizabeth James  
Procurement Advisor  
Department for Environment, Food and Rural Affairs  
Procurement and Commercial Function  
Nobel House  
17 Smith Square  
London, SW1P 3JR

TENDER FOR THE: ***Scoping Study on the Opportunities and Barriers of Improved Forages for Livestock Sustainability and Productivity***

Tender Ref: itt\_7966

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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<sup>th</sup> January 2020 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**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**In the capacity of**

\_\_\_\_\_

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

\_\_\_\_\_

**Postal Address**

\_\_\_\_\_

**Post Code**

\_\_\_\_\_

**Telephone No.**

\_\_\_\_\_

**Email Address**

\_\_\_\_\_

**APPENDIX B**  
**AUTHORITY'S CONDITIONS OF CONTRACT**  
**Upload on Bravo**

## APPENDIX C

### TECHNICAL EVALUATION QUESTIONS

If a Tenderer receives a 'Fail' in any of the questions E01 - E02 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 E03-E05 the Authority may choose to reject the Tender.

The technical evaluation will account for **70%** of the total marks.

#### **E01 Sustainability (Weighting - 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.

#### ***Evaluation Criteria:***

Your response must:

- Demonstrate that there is a sustainable policy in-place.
- Provide evidence how you will reduce the environmental impacts of delivering this contract that may include the following;
  - Using innovative sustainable tools, techniques and technologies
  - The procedures and systems in place for communicating what needs to be done to improve sustainability to those engaged on this contract;
  - Explain how you measure sustainability performance and be able to report to the Authority on progress if required.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing sustainability.

Please upload your response with filename 'Your Company Name\_E01'. Your response must be no more than 2 side of A4, minimum font size 10. Your Sustainability Policy will be accepted in addition to this limit.

## **E02 Equality and Diversity Policy (Weighting - Pass/Fail)**

The Authority is committed to promoting equality and diversity within its operations and service delivery. Please describe your organisation's commitment to equality and diversity and how you ensure that compliance with relevant legislation is achieved and maintained. Please describe how you will promote equality and diversity in relation to the delivery of this Contract. Please also provide a copy of your equality and diversity policy or an equivalent document.

Evaluation Criteria:

- Includes a copy of the Tenderer's equality and diversity policy or an equivalent document which shows their organisation's commitment to equality and diversity and confirms their compliance with relevant legislation.
- Describes how the Tenderer will promote equality and diversity in relation to the delivery of this Contract.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing equality and diversity.

Please upload your response with filename 'Your Company Name\_E02'. Your response must be no more than 2 side of A4, minimum font size 10. Your Equality and Diversity Policy will be accepted in addition to this limit.

### **Questions E03-E05 are scored as per the criteria outlined in Section 2: Tender Evaluation (Paragraph 1.8 above)**

The Technical weighting of Bravo will be calculated at 100% of the total score available initially.

E03 is worth 55% of the technical score available

E04 is worth 25% of the technical score available

E05 is worth 20% of the technical score available

However, as the Technical weighting is worth 70%;

Tenderers should not include any commercial/pricing information in the responses to the technical questions.

All tenderers should be aware of the timescales set to deliver this requirement and only submit a response where they are fully confident of being able to deliver within these parameters.

**Questions E03 – E05 will be scored using the following scoring criteria:**

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

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

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

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

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

If a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response in respect of questions E03-E05 the Authority may choose to reject the Tender

**E03 – Strength of the Methodology to Meet Research Objectives; demonstrating understanding of the Policy, Aim and Objectives – (Weighting 55%)**

Please provide details of your research design and methodology, stating clearly how this meets the aims, objectives and deliverables detailed in this Specification.

Your response must include:

- an approach to undertaking the literature review (Work Package 1), in keeping with best practice;
- a detailed explanation of the methodology suitable for the task of modelling impact arising from uptake of improved forages (Work Package 2), including rationale for the recommended approach over other options considered and how the approach will produce data comparable to real-life farming practices in the UK;
- a detailed explanation of the proposed methods for the Future Options (Work Package 3) evaluation and their validity for estimating the proposed options' impact on the desired policy outcome of improving forage productivity, sustainability and resilience;
- an outline of how key stakeholder needs will be considered;
- details of how you will ensure insightful analysis from data collected.

Frame your methodology by demonstrating relevance to the policy, aims and objectives for this project.

Responses to this question are restricted to a maximum of eight sides of A4, font size 11. Any responses exceeding six sides of A4 will not be evaluated beyond page eight. Links to other documents will not be considered as part of your response. Please upload a document with the file name: "E03\_Your Company Name".

#### **E04 – Relevant Experience and Expertise – (Weighting 25%)**

Please provide details of the structure of the project team, including subcontractors if relevant, and the key personnel who will be involved in delivering the project, outlining their roles and responsibilities along with demonstrable evidence as to their relevant skills and expertise to deliver the scope of services. CVs for key individuals who will be involved in delivering the project can be attached as an annex (maximum of two sides of A4 per CV).

Please detail your organisation's experience and expertise in undertaking innovative modelling and data analysis. Provide any relevant examples of your organisation managing and completing research of the type proposed on time and to budget.

Please demonstrate your expertise in delivering key findings and implications of complex research to a mixed audience, with particular relevance to public policy.

Responses to this question are restricted to a maximum of four sides of A4, font size 11. CVs of no more than two sides of A4 can be uploaded in addition to this – please do not repeat the level of detail of the CVs in your response. Any responses exceeding four sides of A4 will not be evaluated beyond page four and any CVs exceeding 2 sides of A4 will not be evaluated beyond page 2. Links to other documents will not be considered as part of your response. Please upload a document with the file name: "E04\_Your Company Name".

#### **E05 – Project Management, Quality Assurance, Risk Management and Mitigation – (Weighting 20%)**

Please provide details of the proposed project management arrangements including timelines and communication with Defra. If relevant, include details of any subcontracting arrangements and how this will be managed.

Please identify the individual(s) who will have overall responsibility for the contract and a representative available for day-to-day contact with Defra's project officer.

Please provide details of how you intend to quality assure work undertaken as part of this contract and outputs so that deliverables are provided efficiently, to a high standard and on time. Please identify the key risks associated with this contract and provide details of risk mitigation.

Your response must cover the following:

- a robust approach to project management with a description of how it will be implemented, including in relation to change management, issues escalation and quality control;
- a clear and achievable project plan, which sets out the key milestones, including timelines, inter-dependencies, risks and issues;
- details of the strategies, policies or systems you will use to ensure the delivery of the project meets quality requirements, including work delivered by sub-contractors or through consortium arrangements;
- an assessment of project-specific key risks, including any technical, personnel, stakeholder, timetable and commercial risks, and provide details of risk mitigation and redress including in the event that outputs do not meet the specification.

Your response must be a maximum of four sides of A4, font size 11, with an additional one side of A4 for a Gantt chart. Any responses exceeding four sides of A4 will not be evaluated beyond page four. Links to other documents will not be considered as part of your response. Please upload a document with the filename: 'E05\_Your Company Name'.

## APPENDIX D

### 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.]

**APPENDIX E**  
**Commercially Sensitive Information (Attached)**  
**Please re-produce and upload as an attachment on Bravo if applicable**

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

**APPENDIX F**

**PRICING SCHEDULE**

(Uploaded onto the Bravo Portal)

## APPENDIX G

### STAFF TIME IN DAYS TEMPLATE

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

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<sup>i</sup> <https://www.gov.uk/government/statistics/agriculture-in-the-united-kingdom-2018>

<sup>ii</sup> Knapp, J. R., Laur, G. L., Vadas, P. A., Weiss, W. P., and Tricarico, J. M. (2014). Invited review: Enteric methane in dairy cattle production: quantifying the opportunities and impact of reducing emissions. *Journal of Dairy Science*, 97, 3231–3261, doi:10.3168/jds.2013-7234.

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iii

<http://sciencesearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=17109>

iv

<http://randd.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=1&ProjectID=14942>

v

<http://randd.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=17912>

vi <http://www.pcg.in.org/>

vii

<http://randd.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=15477>

viii <http://beefandlamb.ahdb.org.uk/research/genetic-selection/genetic-selection-beef/beef-feed-efficiency-programme/>

ix Lee, M.A., Davis, A.P., Chagunda, M.G.G. and Manning, P. (2017). Forage quality declines with rising temperatures, with implications for livestock production and methane emissions. *Biogeosciences*, 14(6), 1403-1417, doi.org/10.5194/bg-14-1403-1417.