



Department
for Environment
Food & Rural Affairs

Bidder Pack

Part One: Core Requirements

**Automatic Particulate Matter Analyser
Contract for Ambient Air**

C17622

May 2023

Version Date: October 2022 (Version 1.4)

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Section 1: The Invitation

Introduction to the Customer

Defra group Commercial on behalf of Defra group and its Arm's Length Bodies invite you to bid in this competition.

The Bidder Pack comes in two parts.

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

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

The Definitions that apply to both parts can be found in Section 5, Appendix 1 of the Procurement Specific Requirements.

Communications from Tenderers

Unless otherwise stated in the Bidder Pack 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 via the Authority's eSourcing (Atamis) System_messaging facility. The Authority will not respond to communications made by other means.

Submission of Response

Tenderers must complete all parts of the response form in the Authority's eSourcing (Atamis) System in accordance with the instructions therein.

Tenderers are required to print off the Form of Tender (Bidder Pack; Procurement Specific Requirements: Section 5) which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via the Authority's eSourcing System as part of a Response in accordance with the instructions in the Authority's eSourcing System

The Response and any documents accompanying it must be in English.

Commercial Prices must be submitted in £ Sterling, exclusive of VAT.

Submitted Responses will be checked for completeness and compliance with the submission instructions set out in the Bidder Pack and in the Authority's eSourcing System and only complete and compliant Responses (in line with the submission instructions) will be evaluated.

Tenderers must be explicit and comprehensive in their Response as this will be the single source of information used to score and rank Responses. When evaluating Responses, the Authority will only consider the information specifically asked for in the Bidder Pack.

Different people may be responsible for evaluating different answers to questions in a Response. Therefore, Tenderers must not cross-refer to answers given elsewhere in a Response but should answer each question so that it acts as a stand-alone response. This may mean Tenderers need to repeat certain information in responses to different questions if this is required by those questions.

Where a length of response is stipulated, for example, a word count limit, only the information within such a limit will be evaluated. This also applies where the submission instructions clearly specify a page limit, font style, spacing and/or margins settings, for example.

Failure to provide the information required or supply documents referred to in the Response within the deadline for Responses, will result in rejection of the Response.

References to general marketing or promotional information/material and links to company information/policies (except where this is specifically requested by a question and incorporated into the response and evaluation criteria as required) will not be considered part of the Response and will not be evaluated.

If there is a conflict between the information set out in the Bidder Pack and the information displayed in the Authority's eSourcing System, the information set out in the Bidder Pack shall prevail, except for any clarification issued by the Authority as part of the formal clarification process via the eSourcing System.

Clarifications Sought by the Tenderer

Any request for clarification regarding the Bidder Pack and supporting documentation must be submitted via the Authority's eSourcing System no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

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 on the Authority's eSourcing System save in the circumstances set out below.

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 confidential 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 are not commercially sensitive; and
- all Tenderers may benefit from its disclosure

the Authority will notify the Tenderer of this (via the Authority's eSourcing System), and the Tenderer will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If the request for clarification is not withdrawn by the Tenderer within 2 working days 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.

The Authority may not respond to a request for clarification or publish such a request 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 Responses

Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Tenderers may withdraw their Responses at any time by submitting a notice via the Authority's eSourcing System. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 30 calendar days from the deadline for Responses.

Receipt of Responses

Complete Responses must be uploaded onto the Authority's eSourcing System no later than the time and date set out in the Timetable as the deadline for Responses. The Authority will consider neither Responses received after the deadline nor incomplete Responses.

The Authority may, however, extend the deadline for the receipt of Responses if there is an objectively justifiable reason for doing so. In these circumstances, the Authority will notify all Tenderers of the extension and the reason why. Any Tenderer who has already provided a Response, will have the opportunity to re-submit, taking the new timing into account.

If a Tenderer experiences problems when uploading its Response, it should contact the Authority's eSourcing System helpdesk for assistance and also inform the Authority via the eSourcing System messaging facility.

Cost of Responding

Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Responses, 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 Responses, even if the procurement is terminated or amended by the Authority. The extent of any expenditure, work or effort undertaken by any Tenderer is a matter solely for the commercial judgment of the Tenderer.

Clarifications Sought by the Authority

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Response and/or provide additional information during the evaluation phase in order to carry out a fair evaluation.

Where the Authority seeks clarification on any aspect of the Response, the Tenderer must respond within the timeframe requested by the Authority.

If the clarification relates to either a mandatory requirement or a minimum threshold requirement of the evaluation methodology which would not be satisfied based on the Tenderer's response, the Tenderer will not proceed to the next stage of the evaluation process if either:

- no response to the clarification is provided by the Tenderer within the timeframe requested; or
- the response provided by the Tenderer does not address the clarification to the satisfaction of the Authority.

Details of any mandatory requirements or minimum threshold requirements of the evaluation methodology are set out in Procurement Specific Requirements section of this Bidder Pack. Tenderers should monitor the email address they used to register on the Authority's eSourcing System as any clarification request will be sent via the eSourcing System messaging facility to this address. The Authority will not contact any other email address

Authority's right to abandon or amend the competition

The Authority may abandon the procurement at any time prior to the contract award in accordance with the Regulations and any such abandonment will be notified in writing to all Tenderers. It may be necessary for the Authority to make amendments to the content of the Bidder Pack at any time prior to the Deadline for Responses (as set out in the Timetable). In order to give Tenderers reasonable time in which to take such an amendment into account in preparing their Responses, the Authority may extend the deadline for the submission of Responses.

Confidentiality

Confidentiality of the Bidder Pack and related documents

The contents of the Bidder Pack and of any other documents or 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.

Tenderers may disclose information relating to the procurement to their advisers and sub-contractors if:

- disclosure is for the purpose of enabling a Response 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.

Tenderers shall not undertake any publicity activities in relation to the Bidder Pack 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 Response, its contents or any proposals relating to it without the prior written consent of the Authority.

Confidentiality: Inter Government Reporting

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.

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 Response. 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](#)

When providing details of contracts as part of a Response, subject to the provisions stated in the section headed 'Freedom of Information and Environmental Information Regulations (below)'. Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.

If the consent of a third party is required before the Tenderer can provide details of other contracts, the Tenderer is responsible for obtaining such consent and the Authority will not be responsible for any failure on the part of the Tenderer to do so.

The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a 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.

Subject to details contained within the next paragraph and those stated in the [Freedom of Information and Environmental Information Regulations \(below\)](#), the Authority 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 Authority's defined by the Regulations.

The Authority may use third parties in the course of its evaluation of Responses. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Responses in accordance with the Bidder Pack. Tenderers acknowledge that this right shall be in addition to the provisions detailed within the [Inter Government Reporting \(above\)](#) and [Freedom of Information and Environmental Information Regulations \(below\)](#).

[Freedom of Information and Environmental Information Regulations](#)

In accordance with the obligations placed on public Authority's by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.

If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete the schedule of Commercially Sensitive Information set out in the Authority's eSourcing System and:

- clearly identify any information provided 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.

If a Tenderer identifies information as being 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.

However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that 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 the Inter Government Reporting above](#)). 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 including whether the public interest favours disclosure or not. Accordingly, the Authority does not 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.

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

Whilst the information in the Bidder Pack and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

Neither the Authority nor any Involved Person or Relevant Body:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Bidder Pack or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) 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 Bidder Pack should make its own investigations and independent assessment of the Authority and its requirements for the goods, services and/or works and should seek its own professional financial and legal advice.

Neither the issue of the Bidder Pack 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 Bidder Pack 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

Any Tenderer which directly or indirectly canvasses any Involved Person or Relevant Body in connection with this procurement and/or Contract or which directly or indirectly obtains or attempts to obtain information from any such Involved Person or Relevant Body concerning any other Tenderer or Response will be excluded from this procurement and its Response rejected.

The Tenderer shall not make contact with any Involved Person or Relevant Body during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has 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.

Where 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 Response). 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 Response being rejected.

Provided that it has been carried out in an open, fair and transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

Changes to a Tenderers Circumstances

The Authority may:

- reject a Response if there is a subsequent change of identity, control, financial standing; criminal proceedings; or other factor which may affect the Authority's evaluation of the Response. The detailed grounds for the mandatory exclusion of Tenderers can be found [here](#).
- revisit information contained in a Response 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 Response and in the absence of such certificate, reject the Response.

Sub-Contracting

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 Response should be given in respect of the prime contractor (i.e. the principal sub-contractor who is responsible for managing the delivery of the requirements and for managing other sub-contractors). When completing the qualification questions (Part 1) details of the proposed bidding model must be clearly set out, including:

- 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.

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 be aware 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 goods, services and/or works required. If the proposed

supply chain changes at any time after submission of its Response, the Tenderer must inform the Authority immediately. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia

If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note that the Authority may require the consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the Contract, in accordance with regulation 19(6) of the Regulations.

All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete [Part 1 & 2 of the Supplier Standard Questionnaire](#). This also applies to Carbon Reduction Plan questions included in Part 3 of the Supplier Standard Questionnaire, for contracts over £5m per annum (excl. VAT) and subject to the PCR 2015 Regulations. This includes new frameworks agreements or dynamic purchasing systems where the anticipated value of a contract/call-off from underneath it is over £5m per annum (excl. VAT) and subject to the PCR 2015 Regulations.

If the Tenderer proposes to create a separate legal entity the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.

The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via the Authority's eSourcing System of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Commercial Pricing

All prices must be submitted in £ Sterling, exclusive of VAT.

The Contract is to be awarded as a fixed price per Lot, based on the Evaluation guidance in the Appendix and payments will be made according to the deliverables stated in Section 2 (the Specification of Requirements) within the Procurement Specific Requirements part of the Bidder Pack.

The Commercial Pricing Schedule sets out the level of pricing information required for the Tender. The Authority may request a detailed breakdown of any pricing submitted as part of a Tender clarification sought by the Authority.

Notification of Award and Standstill

The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations. A 10 calendar day standstill period will take effect in accordance with [regulation 87 of the Regulations](#) before the Authority enters into the Contract.

Following a decision to award the Contract, the Authority will provide reasons for its decision in an award notification to all unsuccessful Tenderers.

Additional Compliance Checks

Tenderers should note that if they are successful with their proposal the Authority reserves the right to ask for additional evidence to support the self-declaration statements additional compliance checks prior to the award of any Contract. In the event a Tenderer fails to meet one or provide such additional evidence for the additional checks the Authority may decline to proceed with the award of the Contract to the successful bidder.

Response

Tenderers should note that the Response provided by the successful bidder will be incorporated into the Contract as a specific Annex.

Section 2: Government Transparency

Government policy is to adopt and encourage greater transparency in its commercial activity.

All UK Government organisations must, as a minimum, follow the legal requirements to publish advertised opportunities and awards on Contracts Finder as required by Public Contracts Regulations 2015.

Government has made a number of commitments in relation to transparency of public contracting data.

Publication of Commercial Opportunities and Contract Awards

The thresholds for publication are as follows:

- Central Contracting Authority's: £10,000
- Sub Central Contracting Authority's and NHS Trusts: £25,000

The level of the Environment Agency is: £25,000

The Public Contracts Regulations 2015 (PCRs) require UK Government organisations to ensure that when advertising a new procurement opportunity above the thresholds (detailed above), that the advert is also placed on [Contracts Finder](#). For below Regulation threshold opportunities, UK Government organisations may advertise on Contracts Finder even if they do not advertise elsewhere.

For above [Regulation threshold procurements](#), the advert must be placed on [Contracts Finder](#) in addition to the [Find a Tender](#) e-notification service.

Publication of Commercial Contract Awards

UK Government organisations must also ensure that contract awards above the thresholds set out above are published on [Contracts Finder](#). This includes awards made following a call-offs from Framework Agreements and contracts that may not have been openly advertised.

It is the responsibility of the organisation awarding the contract to publish the details of the award and a copy of the contract (with confidential information redacted) on [Contracts Finder](#) (unless alternative arrangements to publish have been agreed, for example, where an agent or Framework Agreement owner has agreed to publish the contract on behalf of the organisation).

The organisation must publish on [Contracts Finder](#) details of who has won the contract, the contract value, and (for procurements below the Find a Tender thresholds) indicate whether the winning supplier is a small and medium-sized enterprise ("SMEs") or voluntary organisation or charity. The information must be published in a reasonable time and it is recommended that the information be published no later than 30 calendar days after the contract award date (as set out in the Timetable).

In Life Release of Information

The Transparency Principals published in March 2015, requires UK Government organisations to proactively release information during the life of the contract. It will be established at the start of a procurement exercise what information is expected that the Authority will be required to publish.

Exemptions will follow the provisions of the Freedom of Information Act, and only genuine commercially sensitive information will be withheld.

SME Reporting

The Authority requires successful suppliers to provide supply chain spend data (see Bidder Pack, Procurement Specific Requirements, Appendices) in a standard format on their direct spend with small and medium-sized enterprises (“SMEs”) and/or voluntary, community or social enterprises (“VCSEs”) in the supply chain relating to that contract.

Suppliers will be required to provide figures on (i) the value of contract revenue they subcontract out and (ii) the value that is subcontracted to SMEs or VCSEs.

Suppliers should provide reports on the above to the contracting authority in a manner and frequency reasonably specified by the contracting authority (see Bidder Pack, Procurement Specific Requirement, and Section 2: The Specification of Requirements, Appendices, Appendix 4 Terms and Conditions of Contracts).

Taking account of a supplier’s approach to payment in the procurement of major contracts

The Government understands the importance of prompt, fair and effective payment in all businesses. Being paid promptly for work done ensures businesses have a healthy cash flow.

In accordance with the Regulations, contracting authorities must include 30 calendar day payment terms in all new public sector contracts and must ensure that this payment term is passed down the supply chain.

The UK Government is committed to creating a supportive environment in which ambitious businesses can flourish. Late payment is a key issue for business, especially SMEs, as it can adversely affect their cash flow and jeopardises their ability to trade. The Government recognises that the public sector should set a strong example by paying promptly.

Central government policy on prompt payment is to pay 90% of all undisputed invoices within 5 calendar days, with the remaining undisputed invoices being paid within 30 calendar days. We expect our suppliers to pay at least 95% of their own invoices within 60 days.

Section 3: Government Priorities

National Procurement Policy Statement

Central Government policy on Public procurement includes leveraging government spending to support priority national and local outcomes for the public benefit. [The National Procurement Policy Statement](#) sets out the national priorities that all contracting authorities should have regard to in their procurement where it is relevant to the subject matter of the contract and it is proportionate to do so. As Contracting authorities we are considering the following social value outcomes alongside any additional local priorities:

- Creating new businesses, new jobs and new skills in the UK;
- Improving supplier diversity, innovation and resilience;
- Tackling climate change and reducing waste

Sustainable Procurement

Addressing global sustainability impacts and Social Value opportunities within the Authority's contracts is core to the Authority's approach and working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our purchases and realise benefits.

The Authority encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Authority's behalf.

25 Year Environment Plan

Sets out goals for improving the environment and details how government will work with communities and businesses to do this.

There are 9 key topics all that have a link to risks and opportunities that can be relevant to the lifecycle impacts of our purchases and the outcomes we are seeking to achieve.

We expect our suppliers to understand where they can support the Environment Plan goals through the work they do with Defra group directly and indirectly through their supply chain.

- Clean air
- Clean and Plentiful water
- Thriving plants and wildlife
- Reducing the risks of harm from environmental hazards
- Using Resources from nature more sustainably and efficiently
- Mitigating and adapting to climate change
- Minimising waste
- Managing Exposure to Chemicals
- Enhancing Biosecurity

Net zero Carbon

In June 2019, the UK became the first major economy in the world to pass laws to end its contribution to global warming by 2050. The Climate Change Act 2008 (2050 Target Amendment) Order 2019 amends the 2050 greenhouse gas emissions reduction target in the Climate Change Act from at least 80% to at least 100%.

The UK has a commitment to bring the greenhouse emissions in the UK to Net zero by 2050. To achieve this carbon emissions must be avoided and then reduced as far as possible, for any resulting emissions these would need to be addressed by carbon offsetting.

To achieve Net zero carbon we must think differently about how we reach the outcomes we look to achieve including the lifecycle impacts of the Goods, Services and works we procure. We need to engage with markets and think innovatively.

Carbon Reduction Plans

Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts will be applied to all procurements that meet the PPN threshold and where the PCR regulations apply and where the Authority deems it is relevant and proportionate to the contract. In essence this means this applies to all procurements for contracts valued above £5 million spend per annum (excluding VAT) and for new frameworks agreements or /dynamic purchasing systems where it is anticipated that a single contract/call-off will be valued over £5 million per annum. All bidding suppliers must complete the Carbon Reduction Plan questions set out in Part 3 of the Supplier Selection Questionnaire.

Carbon Reduction Plans must meet the required standard as set out by the supporting guidance published alongside this PPN06/21 on the [Cabinet Office website](#).

Failure to provide the information required referred to in the Response, within the deadline for Responses, will result in rejection of the Response.

Some departments such as EA have corporate commitments to meet Net Zero carbon by 2030 ([see eMission 2030](#)).

Supplier Code of Conduct

The overall objective of the Supplier Code of Conduct is to build trusting and open relationships between government and suppliers in order to drive improved performance throughout government supply chains. This Supplier Code of Conduct acts in a reciprocal way in respect of our suppliers and sets out the behaviours we would expect of each other. We expect our employees to treat suppliers with fairness and respect and to work jointly with suppliers to build trusting, collaborative and constructive working relationships. In return we expect suppliers to treat our employees in the same way, and to work with us to build those trusting, collaborative and constructive relationships that are focused on delivering for the public.

We expect our suppliers to communicate this Supplier Code of Conduct to employees, their parent company, subsidiaries and subcontractors; our commitment is that we will communicate it to our employees.

Modern Slavery

Government has made clear its determination to tackle modern slavery crimes, referring to them as “the greatest human rights issue of our time”. To tackle these crimes, the Modern Slavery Act 2015 was introduced, the Act consolidated and clarifies modern slavery offences, toughens penalties and prosecution, and introduces great support and protection for victims.

The Government and its Central Government Departments have committed to voluntarily publish Modern Slavery Statements setting out actions taken, and plans in place, to identify, tackle and prevent modern slavery in Government supply chains. Government published their first statement in April 2020, Central Government Departments are expected to publish their statements in September 2021.

Modern Slavery is a global problem and is thought to be prevalent in the UK and can occur in any business sector.

The Modern Slavery Helpline has been established which provides information and advice about modern slavery, it operates a 24 hour telephone reporting line and an inline reporting function through the website.

Website: modernslaveryhelpline.org
Modern Slavery Helpline 08000 121 700

The supply chain we rely on is global, as well as the risks within the UK we must understand the global risks relating to our Procurement activity. We need to work with our suppliers to map our supply chains, understand where Modern Slavery risks lie and work together to address these.

Details of any specific requirements in relation to Modern Slavery will be set out in the Bidder Pack, Specific Procurement requirements, Section 2: The Specification of Requirements and reporting requirements detailed within the Bidder Pack, Procurement Specific Requirement, and Section 2: The Specification of Requirements, Appendices, Terms and Conditions of Contracts.

Questions relating to Modern Slavery are included in the Standard Selection Questionnaire.

Suppliers with high risk supply chains may be required by the Authority to complete the Modern Slavery Assessment Tool (MSAT), updating their response regularly with any changes.

The Supplier must work pro-actively with the Authority to address actions highlighted by the MSAT report generated by the assessment to agreed timescales throughout the life of the contract.

Suppliers with high risk supply chains may be required by the Authority to produce supply chain maps to further support transparency of the supply chain and an understanding of risks.

Social Value in the Award of Central Government Contracts

This procurement is subject to this requirement and the details will be set out in the Bidder Pack – Procurement Specific document.

The Public Services (Social Value) Act 2012 requires the Authority to consider from initial requirement and throughout the procurement life-cycle, how the procurement could improve the social, economic and environmental well-being of the relevant area, with a view to securing that improvement.

Since 2018 the government has committed to extend the requirements of the Public Services (Social Value) Act 2012 in central government to ensure that all procurements above threshold will explicitly evaluate social value, where the requirements are related and proportionate to the subject-matter of the contract, this will be applied and detailed in the evaluation criteria.

Through the Goods, Services and works that we buy we need to work with our supply chain to understand the additional value that can be achieved through our Procurement and ensure benefits are measured and realised.

The Supplier will be required to demonstrate regularly details of the outcomes achieved through out the life of the contract, this may include but is not limited to:

- COVID-19 recovery – Help local communities to manage and recover from the impact of Covid-19
- Tackling economic inequality – Create new businesses new jobs and new skills and increase supply chain resilience and capacity
- Fighting climate change – Effective stewardship of the environment
- Equal opportunity – Reduce the disability employment gap and tackle workforce inequality
- Wellbeing – Improve health and wellbeing and community integration

Relating to the above Government Social Value themes are additional specific Government Policy requirements that need to be considered:

- Apprenticeships & Supporting People Back to Work

Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment.

Details of any specific requirements in relation to Apprenticeships and supporting people back to work will be set out in the Bidder Pack, Specific Procurement requirements, Section 2: The Specification of Requirements.

Specific questions relating to Apprenticeships will be included in the Standard Selection Questionnaire and where relevant to the delivery of the requirement may be included in the Invitation to Tender.

- Armed Forces Covenant

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.

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.

Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided via the Armed Forces Covenant website.

Website: www.armedforcescovenant.gov.uk

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 covenant-mailbox@mod.uk, 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.

The details 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.

Public Sector Equality Duty

When conducting procurement activities, central Government departments and their agencies must ensure that they meet their legal obligations under the Equality Act 2010 and its associated Public Sector Equality Duty (PSED) in a way that is consistent with the Government's value for money policy and relevant public procurement law.

The PSED is contained within section 149 of the Equality Act 2010. It requires those public bodies and suppliers acting on their behalf to abide by key aims, these aims include:

- Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;
- Advance equality of opportunity between people who share a protected characteristic and people who do not share it; and
- Foster good relations between people who share a protected characteristic and people who do not share it.

The PSED should help to ensure that public Goods, Services and works are accessible to, inclusive of and meet the diverse needs of all users to ensure that no one group is disadvantaged in accessing them.

Accessibility requirements

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

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

Anonymised recruitment

- Anonymised recruitment removes the candidate's personal details from their application. The most common items include name, age, employee number, email address, home address, nationality, and immigration details. This supports diversity in the workforce. It helps to create a more level playing field in the assessment process.
- Where procuring an opportunity that requires the provision of CVs, anonymised recruitment should be the default position.