



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

Tender for Creating an Enabling Regulatory Environment for Enhanced Efficiency Fertilisers

Tender Reference: itt_7998

Important Notice

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

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

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

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

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

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

Subject always to the provisions of the preceding paragraph, Tenderers considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of this ITT shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.

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

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

This ITT and the Information is confidential.

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

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

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

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

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SECTION 1: TENDER PARTICULARS

GLOSSARY

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

TERM	MEANING
“Authority”	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the [insert name of lot] procurement.
“ITT”	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
“Tender”	a formal tender in response to this ITT.
“Tenderer”	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	the timetable set out in Part 2 of this Section.

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

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

PART 1: GENERAL

- 1.1 The Authority is looking for suppliers for Creating and Enabling Regulatory Environment for Enhanced Efficiency Fertilisers. This work will review evidence and make recommendation for options to best enable safe and effective use of enhanced efficiency fertilisers in the UK. Evidence gaps will be highlighted and the nature of R&D that is needed to prove effectiveness and target use of enhanced efficiency fertilisers will be described. Two key work packages on plant bio-stimulants, one on inhibited fertilisers and a final work package around defining and comparing enhanced efficiency fertilisers are envisaged.
- 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.**
- 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	27 th November 2020	
Clarification deadline	Date	Time
	15 th December 2020	12:00pm
Bidder Pack / ITT response date	Date	Time
	06 th January 2021	12:00pm
Compliance Checks	06 th January 2021	
Evaluation	06 th – 12 th January 2021	
Moderation Meeting	14 th January 2021	
Produce Contract Award Report and Draft Letters	15 th – 21 st January 2021	
Approval of Contract Award Report	25 th January 2021	
Issue Notification of Intention to Award letters	25 th January 2021	
Self-Declaration Due Diligence	26 th January 2021	
Finalise Contract and obtain approvals (if required)	29 th January 2021	
Contract award / contract issued	29 th January 2021	
Contract Start Date	10 th February 2021	
Publish Contract Award Notice and Redacted Contract	10 th February 2021	
Contract End Date	09 th February 2022	

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 3.34 to 3.38 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.33 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

Commercially sensitive information and Freedom of Information

- 3.34 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.35 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify such information as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.36 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.

- 3.37 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.28 and 3.29). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.38 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

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

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

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

Canvassing

- 3.42 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent

concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.

- 3.43 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

- 3.44 The concept of a conflict of interest 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
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 & Diversity Policy Weighting= Pass/ Fail</p> <p>E03 Proposal Quality Weighting = Worth up to 55%</p> <p>E04 Relevant Expertise &</p>

		consisting of the following breakdown of questions:	Degree of Experience = Worth up to 25% E05 Project Management, Quality Assurance, Risk Management and Mitigation Weighting = Worth up to 20%
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.

*** Please Note:**

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

SECTION 3: SPECIFICATION OF REQUIREMENTS

Summary

Plant bio-stimulants, inhibited fertilisers (IF) and controlled release fertilisers (collectively referred to herein as enhanced efficiency fertilisers) offer potentially significant productivity, sustainability and resilience gains. This study will review existing evidence and undertake lessons learned, to determine ways to best enable safe and effective use of such products, and to define outstanding R&D priorities.

Term	Definition
AHDB	Agriculture and Horticulture Diversification Board (AHDB)
CCUS	Carbon Capture, Utilisation and Storage
ENCA	Enabling a Natural Capital Approach
GHG	Greenhouse Gas
LCA	Lifecycle Assessment
N	Nitrogen
NIs	Nitrification inhibitors
UI	Urease Inhibitors
SCU	Survey Control Unit

1. Background

- 1.1. There is a wealth of evidence on the potential productivity and sustainability opportunities offered by improved nutrient use efficiency and greater circularity. In addition to more precise and targeted application approaches, processing technology that produces improved organic fertilisers is becoming widespread. Additives and active ingredients added into fertiliser products can improve plant uptake. Industrial carbon capture, utilisation and storage (CCUS) technology could in future reduce manufacturing emissions from more conventional fertilisers.
- 1.2. Terms such as 'enhanced efficiency fertilisers', 'low carbon fertilisers' and 'low emissions fertilisers' are increasingly used (often used inter-changeably) but are poorly defined. Comparison of benefits and risks of the wide range of products is also difficult. For the purpose of this Invitation to Tender (ITT), 'enhanced efficiency' and 'low-emissions' fertilisers are assumed to be equivalent, referring to novel products that by way of their ingredient content or manufacturing process, give rise to reduced greenhouse gas and/or ammonia emissions over their full lifecycle, as compared to conventional equivalents. This

ITT sub-divides enhanced efficiency fertilisers into three categories; plant bio-stimulants; inhibited fertilisers; controlled release fertilisers.

- 1.3. Safe and effective use of enhanced efficiency fertilisers could significantly increase resource use efficiency and crop quality. Concurrently, they may release land from food production, improve environmental quality whilst reducing waste and greenhouse gas intensity. Plant bio-stimulants can also offer crop protection (e.g. climate, disease and pest) benefits, whilst some products offer other co-benefits (e.g. soil improvement). Increased consumer demand for healthy/environmentally sound products, high fertiliser prices and ambitious HMG climate and environmental goals are expected to drive increased adoption of enhanced efficiency fertilisers. The CCC has called for greater use of such products toward net-zero. It is important to understand suitability of different solutions in different contexts, and to what extent, if at all, regulatory/compliance and quality issues might act as barriers to uptake/use of the different products. The range of benefits, uses and origin of products can make comparison difficult at both national and individual farm scale.

2. Regulatory Landscape

- 2.1. The UK has a robust domestic framework on fertiliser manufacture and marketing; the Fertilisers Regulations 1991 (for Great Britain) and the Fertiliser Regulations 1992 (for Northern Ireland) including the retained version of EU Regulation 2003/2003. These set out the requirements on the composition, nutrient content, marking, labelling and enforcement of material described as fertiliser. However, there are no consistent approaches to requirements governing the marketing or use of enhanced efficiency fertilisers and in particular, inhibited fertilisers, plant bio-stimulants and the base products they might be applied on such as manures, digestates and slurries.
- 2.2. To tackle this, the Agriculture Bill 19/20 includes provisions to amend the existing definition of a fertiliser to include materials that increase nutritional efficiency (e.g. inhibitors, plant bio-stimulants or controlled release fertilisers). The EU has also begun implementing a new EU Regulation (EU) 2019/1009 (the Fertilising Products Regulations) that also expand the scope of EU regulation on fertilisers. While recognising the significant improvements the new EU Regulation makes, the UK now has an opportunity to review existing rules and to amend its domestic framework to help safely and effectively exploit the significant potential benefits of enhanced efficiency fertilisers.

3. Plant Bio-Stimulants

- 3.1. The European Bio-stimulants Industry Council defines 'bio-stimulant' as 'a material that contains substances and/or micro-organisms whose function, when applied to plants or the rhizosphere, is to stimulate natural processes to enhance/benefit nutrient uptake, nutrient efficiency, tolerance to environmental stress and crop quality'. There are a very broad range of plant bio-stimulant products, marketed as able to deliver benefits including increased nutrient uptake, abiotic stress resilience, metabolism efficiency, crop quality, water use efficiency, yield and physiochemical soil properties. However, the lack of knowledge and instructions on optimal utilisation for different products, crops and growing conditions, and lack of proven benefits, is likely to strongly limit their uptake.

- 3.2. A review of the function, efficacy and value of plant bio-stimulants for cereals and oilseeds was undertaken for the Agriculture and Horticulture Diversification Board (AHDB) in 2016¹. Products were classified into 11 distinct 'product type' categories. Review of available academic and commercial data for each product type found at least some evidence that plant bio-stimulants can positively affect plant growth and offer other benefits. In many cases, evidence was from controlled conditions (e.g. glasshouse) or non-UK field conditions, whilst a lack of crop specific data necessitated use of data from all plant species rather than specific plant species to draw conclusions.
- 3.3. The review concluded that plant bio-stimulants have a role to play in integrated management schemes, may be exploited to achieve yield gains that cannot be achieved conventionally, and can buffer crops to reduce the impact of stressed conditions such as drought. Various research needs, including work to prove economic potential, develop targeting guidelines and on innovative/experimental techniques capable of discerning small yield effects (marginal gains) were identified. Very limited information on appropriate rates, timings and management for UK cereal and oilseed rape crops is available, making use of plant bio-stimulants a confusing area for growers and agronomists.

4. Nitrification Inhibitors

- 4.1. Nitrate, nitrous oxide and ammonia are all significant pollutants. Nitrous oxide emissions from soils account for more than 50% of greenhouse gas (GHG) emissions from agriculture, with nitrogen (N) fertiliser applications, grazing returns (urine) and slurry applications to land being the predominant sources (~80% of total nitrous oxide emissions from UK agriculture). Mitigating nitrous oxide emissions from soils will therefore play an important part in achieving overall reductions in GHG emissions from agriculture. Nitrification inhibitors (NIs) have the potential to reduce direct nitrous oxide emissions from each of these sources, and indirect nitrous oxide emissions by reducing nitrate leaching losses. Defra research on AC0213 (2014)² suggests NIs could reduce nitrous oxide emissions from UK agricultural systems by approximately 20%, with little risk of increasing ammonia emissions as a result. Factors such as soil type, climate and management practice influenced reduction efficiencies³.

5. Urease Inhibitors

- 5.1. Agriculture accounts for a large proportion (approximately 87%) of ammonia emissions in the UK (2018 figures). Ammonia particulates in the atmosphere can travel long distances and can lead to health and environmental risks.
- 5.2. Urea fertilisers are popular due to their high nitrogen content, ease of storage, lower price and flexibility in nutrient management planning. Surface application of urea fertilisers often leads to significant volatilisation and ammonia losses to the environment. Nitrogen losses

¹ AHDB 2016. Research Review No. 89. A review of the function, efficacy and value of [plant] bio-stimulant products available for UK cereals and oilseeds.

² Potential for nitrification inhibitors and fertiliser nitrogen application timing strategies to reduce direct and indirect nitrous oxide emissions from agriculture – AC0213 [AC0213 Link](#)

³ AHDB The Science Behind Inhibitors [Inhibitor Review by AHDB](#)

from solid urea application to grass and arable crops can range from 10-58%, averaging around 25%⁴. Application of urease inhibitors (UI) can reduce losses and contribute to GHG emissions mitigation from agriculture⁵. The best results of multiple compounds tested for their UI potential were obtained using compounds with similar molecular structures to Urea with marginal yield gains (on average ~6% in all crops) from UIs have been shown⁵.

5.3. Defra's 2019 Clean Air Strategy⁵ committed to bringing forward legislation to reduce emissions from urea-based fertilisers. To do this, it is important to understand and evidence the performance of products containing differing types and concentrations of active ingredient, used in different contexts, for both solid and liquid products. Additionally, it is unknown what the safety risks are associated with these chemicals, both from a human health perspective, as well as for environmental.

6. Controlled release fertilisers

6.1. By controlling the rate of release of nutrients, these products can see lower losses to the environment and higher plant uptake, improving resource use efficiency, reducing over all application requirements. Depending on product design, they may introduce trade-offs e.g. on human health or micro-plastic pollution. There is also uncertainty on performance in different conditions, and under real-world performance when used in combination with plant bio-stimulants and inhibitors.

7. R&D Aims and Objectives

7.1. This work will review evidence and make recommendation for options to best enable safe and effective use of enhanced efficiency fertilisers in the UK. Evidence gaps will be highlighted and the nature of R&D that is needed to prove effectiveness and target use of enhanced efficiency fertilisers will be described. Two key work packages on plant bio-stimulants, one on NIs and a final work package around defining and comparing enhanced efficiency fertilisers are envisaged:

7.1.1. **Work Package 1 – Evidence needs to enable effective usage of plant bio-stimulants:**

Build on the AHDB's 2016 review¹, summarising recent evidence and (re)confirming evidence gaps in respect of efficacy, economic impact and safety (environmental and human health from products used singly or in combination). Provide recommendations on scope/priorities for R&D to improve understanding and allow better targeting of plant bio-stimulants (e.g. product type, timing, management, application rate) and integrate them into conventional management approaches.

7.1.1.1. To create confidence in products and/or processes, regulatory frameworks typically specify allowable methodologies and/or required standards in respect of testing/trialling (see WP2). Hence, WP 1 will review evidence on the suitability of trial or testing methodologies for detecting marginal gains to demonstrate the efficacy of different bio-stimulants products for

⁴ Use of Urease and Nitrification Inhibitors in UK Agriculture, Sajjad Z. Awan. [Urease and Nitrification Inhibitor Link](#)

⁶ Clean Air Strategy https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/770715/clean-air-strategy-2019.pdf

different crop types and claimed benefits. On this basis, make recommendations on the need and scope for work to develop and/or test capability, and statistical robustness, of these trial methodologies (e.g. methods of processing and analysing machine yield data to estimate yield of tramlines and part-fields; grain protein content; or reliable proxies (depending on the mode of action)).

7.1.2. **Work Package 2 – Regulatory approaches on plant bio-stimulants**: Review evidence on the impact of plant bio-stimulant regulation overseas and of the current approach in UK. Draw lessons learned from other national approaches including short case-studies. Evaluate the relative advantages and dis-advantages of the existing UK approach on regulation of plant bio-stimulants. With reference to Work Package 1 findings, outline possible alternative UK approaches including setting out indicative requirements on manufacture, labelling, safety/efficacy testing and assessment(s) compliant with Defra's 'Enabling a Natural Capital Approach' (ENCA)⁶ and Green Book guidelines. Consider the impacts on manufacturers and the feasibility of them meeting requirements (particularly in respect of trialling requirements). Appraise the potential implications for UK growers and plant bio-stimulant manufacturers of adopting equivalent to that within EU regulation (Regulation (EC) No. 2019/1009), or alternative approaches, or retaining existing arrangements.

7.1.3. **Work Package 3 – Optimising use of inhibited fertilisers**: Evidence review on optimised application of inhibited fertilisers to minimise losses into the environment. Review current costs, attitudes on usage and barriers to use of inhibited fertilisers. Identify evidence gaps and propose R&D priorities to respond to them. If necessary, undertake survey work to understand current usage rates, attitudes and barriers. Outline guidance on optimal application (methods of application/dosage rates/ranges) for different inhibitors in combination with different crop types and under different fertiliser regimes (i.e. different N sources, timing/method of application, soil types and environmental conditions). Determine cost-benefits of different scenarios. The package shall propose suitable thresholds for active ingredients in different products to achieve emissions reductions and make recommendations on what further trials/R&D is necessary to improve understanding and reduce regulatory uncertainty.

7.1.4. **Work Package 4 – Defining and contrasting enhanced efficiency fertilisers**: Review existing evidence on performance, usage and risks of controlled release fertilisers, including risks to human health, animals and the environment. Summarise and contrast definitions of enhanced efficiency fertiliser, low-carbon fertiliser, low emission fertiliser, drawing on peer reviewed literature, grey literature, best practice guidance and standards. Review evidence on trade-offs and relative performance of different enhanced efficiency fertilisers and conventional fertilisers, and for solid vs liquid products.

7.1.4.1. Synthesise existing Lifecycle assessment (LCA) information and evaluate compatibility of metrics/methodologies for comparing different enhanced efficiency fertilisers and conventional fertilisers. Perform a technology review and appraise market readiness of different products/classes of enhanced efficiency fertilisers. Consider issues such as co-

contaminants (e.g. plastics, heavy metals), physical quality and regulatory constraints considerations and identify barriers to development/adoption and policy/regulatory options to address these. Identify opportunities for targeted R&D to overcome barriers. The package will make recommendations on need for new/updated LCA to evaluate the lifecycle impacts of particular technologies, where uncertainties identified affect understanding of lifecycle sustainability benefits, and on scope of trials required to further evaluate trade-offs between solid and liquid products.

7.1.5. **Work Package 5 – Call-off days for expert advice:** Call-off days may need be used on an ad-hoc basis. These will be used for the provision of expert advice on Enhanced Efficiency Fertilisers in response to policy evolution and/or project findings for work beyond the scope as defined. There is no minimum or maximum defined, as call-off days may not be necessary at any point of the project. Call off time could be instructed across a blend of grades, if required by Defra. It would be agreed, case-by-case, what the tasks and deliverables would be, and how much time would be drawn down. The day-rates by grade shall be set out by the bidder within their proposal, in a separate workbook labelled appendix G; call-off rates workbook. The cost of these days will not be included in the cost of the bid, considering that the ad-hoc/ call off may not occur.

7.1.5.1. A work order form, as described in table A below will be utilised for the call-offs. This is also included as an appendix to the ITT. Upon receipt of a work order form, the successful contractor will be required to prepare and submit a proposal describing how they would deliver the ad -hoc work, a delivery programme and a pricing table listing the inputs from the staff grades listed in the Call -off rates work-book'

Table A: Creating an Enabling Regulatory Environment for Enhanced Efficiency Fertilisers

To be completed at time of initial inquiry and modified as work progresses

Person completing form		Date	
Title			
Request Ref No			

Defra contact details	Requestor	Recipient of deliverables (if different)
Name	tbd	
Telephone		
Mobile		

Email	@defra.gov.uk	
Subject of request		

8. Method and Outputs

- 8.1. The project will commence with successful contractor meeting with Defra Farming Science officials to refine study scope, methods and relevant details of approach. This shall include agreeing specific research questions for rapid evidence assessment stage and determining any scenarios/classes of products to be assessed/appraised. 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.
- 8.2. Work will include rapid evidence assessment, survey work (which if needed shall be in line with Defra guidance), and a lesson's learned exercise on overseas approaches. This work will develop recommended scopes for future work on plant bio-stimulants; but will not include laboratory or field trials of plant bio-stimulants or of NIs. The work will make recommendations on need for further LCA on enhanced efficiency fertiliser technologies but shall not include delivery of any such additional work. The work shall also make recommendations on the scope of further trials, if necessary, to be able to determine appropriate thresholds for given active ingredients or materials contained in enhanced efficiency fertiliser products.
- 8.3. There will be draft and final reports, inception, progress and close out meetings. A project plan shall be presented at the inception meeting. The final report shall be accompanied by KE materials, including briefing notes on individual topics, infographics and collated case studies. In addition to the final report, a high-level presentation summarising work and findings shall be produced for KE purposes.

9. Expertise required

9.1. Bidders will need:

- Strong project management skills to ensure that deliverables are produced to time and quality.
- Experience and expertise working on agronomy, bio-stimulants and NIs, as well as agricultural and horticultural botany.
- Experience designing trial protocols and delivering rigorous trials (glasshouse/laboratory and field) including demonstration of appropriate experimental design, planning and statistical methodologies to ensure informative results.
- Experience developing and undertaking surveys in line with Defra guidance.
- Understanding of fertiliser regulations domestically, across EU and internationally.
- To be able to synthesise existing literature and clearly summarise and describe key findings in a systematic manner.
- The ability to critically analyse evidence and identify and explain the underlying limitations and drawbacks.

- Strong drafting and report writing skills, including the ability to communicate complex technical information to a mixed audience.
- Good connections across crop, horticulture and fertiliser research and businesses.

10. Dissemination of project outputs

- 10.1. Defra will retain ownership of all outputs produced from this research and final sign-off on all publications, in keeping with standard terms and conditions for Defra-funded research.
- 10.2. Draft and interim reports will be confidential. All reports are to be completed as per standard Defra template formats⁷ (EVID-3; EVID-4).

11. Payment methods

- 11.1. Payments will be apportioned to scheduled milestone reports; funds to be receipted upon QA of associated milestone report. This is in keeping with standard approach for Defra-funded R&D.

12. Survey Control

- 12.1. Defra has survey control procedures in place to ensure that we minimise the burden it places upon businesses, local authorities and members of the public.
- Any structured direct approach made or sponsored by Defra, its Agencies or Non Departmental Public Bodies and designed to obtain aggregated data should be assessed and approved by the Survey Control Unit (SCU) before it is conducted.
 - Approval is an internal process - Defra will submit survey materials to the SCU, which typically takes up to four weeks to consider submissions. The Appointed Contractor will need to undertake revisions, if required, to gain approval. Time for this process should be factored in to the Project Plan.
 - Not all surveys require approval from Defra SCU. Small surveys (< 25 individual respondents), surveys addressed to respondents in central Government or its Agencies, surveys where respondents select themselves, readership surveys (where a questionnaire is sent out together with the material concerned), and informal consultation (invitation to comment generally rather than a structured list of questions) do not fall in scope for requiring approval.
- 12.2. If in doubt, Appointed Contractors should liaise with Defra before undertaking survey work. Tenders should clearly state assumptions made regarding time/costs allowed for liaising with Defra on survey approvals.

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		
KPI 1 – Project Deadlines	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
KPI 2 – Invoices	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.	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
	Invoices and associated deliverables should be clearly linked.	Invoices must be clearly itemised: specific milestones and deliverables should be explicitly listed.			

	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.			
KPI 3 – Quality of Deliverable: Error Free	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
KPI 4 – Check point risk Assessment	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

<p>KPI 5 – Monthly activity check-in with Authority</p>	<p>Contractor will give Authority monthly updates on project progression, any foreseen blockages or issues</p>	<p>Contractor will contact Authority at least monthly (email/phone/videocall) with relevant updates</p>	<p>Contractor goes more than 3 months without contacting Authority with relevant updates, OR without stating known future potential issues</p>	<p>Contractor goes more than 2 months without contacting Authority</p>	<p>Contractor contacts Authority at least monthly, stating project activities and any future potential issues</p>
<p>KPI 6 – Quality of Deliverable: Report QA</p>	<p>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.</p>	<p>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.</p>		<p>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</p>	<p>Meets expectations</p>

APPENDIX A
FORM OF TENDER

To be returned by 12:00pm (UK time) on **06th January 2021**.

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: Creating an Enabling Regulatory Environment for Enhanced Efficiency Fertilisers

Tender Ref: itt_7998

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 **10th February 2021** 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 contact 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 - Proposal Quality (Weighting: 55%)

Please provide a description of how the proposed project methodology and deliverables meet the project aims and research objectives, within the policy and scientific context.

Your response should include:

- Details of the methodological approach to each work package to ensure the aims and objectives are met; providing a robust justification framed within the policy and scientific context;
- Details of the deliverables of the project and how they meet the policy requirement.
- The approach of any evidence assessment, data gathering, modelling, scenario development or impact appraisal and/or stakeholder engagement must be described

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 Expertise and Degree of Experience (Weighting: 25%)

Please provide the details of the personnel who will be taking on this work and outline their relevant skills and expertise to deliver the scope of this project.

Your response should demonstrate:

- The knowledge and experience to successfully deliver this specification (including sub-contractors if relevant);
- A track record in managing and successfully completing similar projects of the type proposed in the specification of requirements.
- 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. Identify individual(s) who have overall responsibility for the contract and a representative who will be available for day-to-day contact with Defra’s project manager. If relevant, include details of any subcontracting arrangements and how this will be managed.

Please confirm and describe how both quality control and quality assurance processes will be put into place to ensure that the deliverables meet the requirements as described in the specification. Please outline what you consider to be the main risks of the project and how these risks will be mitigated and managed. Ensure you include reference to risk mitigation and management of Covid-19 disruption.

Your response should include:

- A detailed work plan including sufficient milestones related to the work packages that will demonstrate the progress of the project;
- Identification of potential risks and management and mitigation.
- If relevant, include details of any subcontracting arrangements and how this will be managed.
- Details of proposed quality assurance on outputs to ensure deliverables are provided efficiently, to a high standard and on time.

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 COMMERCIALY SENSITIVE INFORMATION	POTENTIAL IMPLICATION OF DISCLOSURE	DURATION OF COMMERCIALY SENSITIVE INFORMATION

APPENDIX F

PRICING SCHEDULE

(Uploaded onto the Bravo Portal)

APPENDIX G

Call-off Day Rates Workbook

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

APPENDIX H

Work Order Form (Available on Bravo. Please upload to Bravo)