

Invitation to Tender

Satellite Surveillance provider for the Blue Belt Surveillance and Intelligence Management Hub (BBSIH) – Assisting the UK Overseas Territories

Tender Reference: 8666

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: RESPONSE 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) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Authority”	means the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	means 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”	means 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 procurement.
“the ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	means the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	means 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.
“Specification of Requirements”	means the Authority's requirements set out in Section 3 of the ITT.
“Tender”	means the formal offer to provide the goods or services described in section 1.1 of Part 1 of the ITT and comprising the responses to the questions in Bravo and the Pricing Schedule.
“Tenderer”	means anyone responding to the ITT and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Part 2 of Section 1 of the ITT.

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 a supplier to provide Satellite Surveillance Services for all of the UK's fourteen [Overseas Territories](#).
- 1.2 This procurement is being carried out in accordance with the open procedure as set out in the Regulations.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Response 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 Responses 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 Response. It sets out:
 - the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Response;
 - information regarding the award criteria and evaluation criteria which will be used to assess Responses; and
 - the administrative arrangements for the receipt of Responses.
- 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, it should raise a query via the clarification process described in clause 3.14.
- 1.8 Tenderers are responsible for ensuring that they have submitted a complete and accurate Response 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, 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 set out 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 FTS Notice and Bidder Pack	24/05/2021	
Clarification deadline	Date	Time
	11/06/2021	12:00
Bidder Pack / ITT response date	Date	Time
	24/06/2021	12:00
Evaluation	24/06/2021 –01/07/2021	
Moderation Meeting	02/07/2021	
Approval of Contract Award Report	07/07/2021 - 09/07/2021	
Issue decision letters to Bidders issued	12/07/2021	
Mandatory Standstill period	14/07/2021- 22/07/2021	
Contract issued	29/07/2021	
Contract Start Date	01/08/2021	
Publish Contract Award Notice and Redacted Contract	28/08/2021	
Duration of Contract	2 years	
Extension Period	1 year	

PART 3: COMPLETION OF RESPONSE

- 3.1 By submitting a Response, Tenderers agree:

- to be bound by the terms of 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 Responses, the Authority may, at its discretion, extend the deadline for the submission of Responses and/or any other stages of the procurement.
- 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 Responses

- 3.4 Tenderers must complete all parts of the response 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 Response in accordance with the instructions in Bravo.
- 3.6 The Response and any documents accompanying it must be in English.
- 3.7 Prices must be submitted in £ Sterling, exclusive of VAT.
- 3.8 Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
- 3.9 Tenderers must be explicit and comprehensive in their Response as this will be the single source of information used to score and rank Responses. 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 Response within the deadline for Responses may result in rejection of the Response.
- 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 Response. Therefore, Tenderers should 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.

Clarifications sought by Tenderers

- 3.14 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 shall be under no obligation to respond to queries raised after the clarification deadline.
- 3.15 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 Bravo other than in exceptional circumstances.
- 3.16 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 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, 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.
- 3.17 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

- 3.18 Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.
- 3.19 Tenderers may withdraw their Responses 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 Responses.

Receipt of Responses

- 3.20 Responses must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Responses. The Authority will not consider Responses 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 the change.
- 3.21 If a Tenderer experiences problems when uploading its Response, it should contact the Bravo helpdesk for assistance and also inform the Authority.

Acceptance of Tenders

- 3.22 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 the Contract.

Costs of Responding

- 3.23 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.

Clarifications sought by the Authority

- 3.24 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. Failure to respond in a timely manner and/or to provide an adequate response to such a request may result in the Response being rejected.
- 3.25 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

- 3.26 The contents of the ITT 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.
- 3.27 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.
- 3.28 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 Response, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.29 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.

- 3.30 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:

- 3.31 When providing details of contracts as part of a Response, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.32 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.
- 3.33 Subject to clauses 3.34; 3.35 and 3.39 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 authorities defined by the Regulations.
- 3.34 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 ITT. Tenderers acknowledge that this right shall be in addition to the provisions of clauses 3.29, 3.30 and 3.35 to 3.39.

Freedom of Information and Environmental Information Regulations

- 3.35 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 be required to disclose information submitted to it by a Tenderer.
- 3.36 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 Bravo 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.
- 3.37 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.
- 3.38 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 clauses 3.29 and

3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR 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.

- 3.39 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

- 3.40 Whilst the information in the ITT 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.

- 3.41 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 (including any communications via Bravo) 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 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 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.

- 3.42 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

- 3.43 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 or which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or

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

- 3.44 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

- 3.45 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.
- 3.46 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.
- 3.47 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

- 3.48 The Authority may:
- reject a Response if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority's evaluation of the Response;
 - 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

- 3.49 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 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.

- 3.50 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 supplies and/or services required. If the proposed supply chain changes at any time after submission of its Response, the Tenderer should inform the Authority immediately via Bravo. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia

- 3.51 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.
- 3.52 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.
- 3.53 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 the form.
- 3.54 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.
- 3.55 Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 19(6) of the Regulations.
- 3.56 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 Bravo 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.

Pricing

- 3.57 As stated above, prices must be submitted in £ Sterling, exclusive of VAT.

- 3.58 The Contract is to be awarded as a schedule of rates, which will be paid according to the deliverables stated in the Specification of Requirements set out in Section 3.
- 3.59 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any pricing submitted as part of a Tender.

Notification of Award and Standstill

- 3.60 The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations. A ten day standstill period will take effect in accordance with regulation 87 of the Regulations before the Authority enters into the Contract.
- 3.61 Following a decision to award the Contract, the Authority will provide reasons for its decision in an award notification letter to all unsuccessful Tenderers.

Lots

- 3.62 This procurement is not divided into lots. Details are set out in the Specification of Requirements.
- 3.63 Tenderers will be evaluated in accordance with the details set out in the evaluation model (Section 2).
- 3.64 The Authority intends to award a Contract to the most economically advantageous tender (in accordance with the evaluation model)

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 and that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website: www.gov.uk/contracts-finder.

In some circumstances, limited redactions may be made to some contracts before they are published.

SECTION 2: EVALUATION:

Evaluation of Responses will comprise the stages set out in the table below. More information on the specific evaluation criteria for specific sections of a Response are detailed in the relevant question as set out on 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	Pass/Fail

		Tender in accordance with the instructions in Bravo, your Response will be rejected as non-compliant.	
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 7 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	Tender: Governance and Technical Requirements (found in Appendix G)	<p>This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in Bravo.</p> <p>Some requirements are mandatory and if you cannot provide them your Response may be rejected</p>	<p>Technical Requirements will make up 60% of the total marks available.</p> <p>The overall score will be formed from the following breakdown:</p> <p>E01-E05 is scored and each has the following weighting: E01: 10% E02: 15% E03: 25% E04: 10% E05: 25% E06: 15%</p>
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule in Bravo.	The Pricing Schedule will make up 40% of the total marks available and will be scored.

Stage 5	Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 and 4.</p> <p>The final score is calculated as follows: 60% is made up of the total of Stage 3 (Quality) 40% is made up from Stage 4 (Pricing)</p> <p>The most economically advantageous tender will be the Response with the highest final score.</p>	100%
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PART 1: SELECTION STAGE (STAGE 2)

- 1.1 The selection stage has been designed to assess the suitability of a Tenderer to deliver the Authority's contract requirements. Tenderers who are unsuccessful at this stage of the procurement process will not have the remaining sections of their Response evaluated pursuant to the award stage of the process outline in Part 2.

Financial standing (pass/fail)

- 1.2 The Authority will review the economic information provided in Section 5 of the response form to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator.
- 1.3 If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:
- ask for additional information, including information relating to your parent company, if applicable; and/or
 - require a parent company guarantee or a performance bond.
- 1.4 The Authority may reject a Tenderer which is unable to offer a commitment to provide a parent company guarantee or performance bond.
- 1.5 In addition to the information provided in a Response, the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.
- 1.6 The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure.

- 1.7 **Financial strength** is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.
- 1.8 The Authority will also consider annual turnover. For this procurement, the Authority expects the contractor to have an annual turnover for **each** of its last two financial years of at least £2,000,000GBP.
- 1.9 In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years. In addition, the annual turnover of at least one of those organisations is expected to be £2,000,000GBP.
- 1.10 **Risk of Business Failure** is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement.
- 1.11 The Authority will also calculate and evaluate your:
- **operating performance:** growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
 - **liquidity:** net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
 - **financial structure:** gearing ratios and interest cover.

Technical and Professional Ability

- 1.12 Responses will be rejected as having failed this requirement where:
- a Tenderer fails to provide one or more examples or where none of the examples provided are of relevance to the Authority's Statement of Requirements in Section 3; and
 - no substantive explanation is provided in the response form.

PART 2: TENDER EVALUATION: AWARD STAGE (STAGES 2 TO 5)

- 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 Response after the weightings in paragraph 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 (Stage 3 above) awarded will form 60% of the final score;
- The score awarded for price (Stage 4 above) will form 40% 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 Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses 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 E01 – E06 will be assessed using the following criteria:

Score	Justification
For a score of hundred (100):	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
For a score of seventy (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 fifty (50):	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
For a score of twenty (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 zero (0):	Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

- 1.7 If a score of fifty (50) or below is awarded to a Tenderer's response to any question, the Authority will reject that Tender. This decision will be informed by considering all the Tenderer's responses in the proposed solution's ability to deliver the Authority's requirements.
- 1.8 For avoidance of doubt please note: no half marks or a score other than those whole numbers above will be awarded to responses.
- 1.9 Technical questions are found on Bravo.
- 1.10 The weighting and maximum marks available for the price will be 40% and will be awarded to the Tenderer with the lowest tender 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:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40 \text{ (Maximum available marks)}$$

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:

- Tenderer A score = $\text{£}30,000/\text{£}30,000 \times 40 = 40$
- Tenderer B score = $\text{£}30,000/\text{£}50,000 \times 40 = 24$
- Tenderer C score = $\text{£}30,000/\text{£}60,000 \times 40 = 20$

Interviews/ Presentations (Not Applicable)

- 1.11 If necessary, presentations will take place on dates to be determined via an appropriate online platform. Timing will be confirmed nearer the date. The purpose of the presentation is to give bidders the opportunity to highlight and emphasise any key features and aspects of their proposals. It will also provide the evaluation panel an opportunity to clarify questions on various aspects of the tenders.
- 1.12 The presentation will consist of a 30 minute presentation from the Tenderer followed by questions and answers but will not be evaluated. However, the tentative marks awarded by the panel prior to the presentation, may go up, down or stay the same as a result of the presentation.

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

This Section sets out the Authority's requirements.

1. Background

- 1.1. The UK has 14 Overseas Territories (UK-OTs), which are internally self-governing territories that have constitutional links to the UK. The Governments of the UK-OTs are constitutionally responsible for the management and protection of their maritime environments.
- 1.2. The maritime environments of the UK-OTs extend out to 200nm from their coastlines, unless this distance meets another countries waters, in which case a median line is established.
- 1.3. Most of the UK-OTs are isolated oceanic islands in diverse locations ranging from the tropics to the Antarctic. The combined UK-OT maritime environment is in excess of 5million km² and is internationally recognised for its biodiversity.
- 1.4. It is estimated that the UK-OTs contain 90% of the UK's biodiversity and, due to their isolated locations, often have high numbers of endemic species¹. The oceans surrounding the UK-OTs contain a wealth of natural capital which their Governments and communities rely on. Natural capital is the stock of natural assets, such as fish stocks or geological resources, that humans derive services from and make human life possible.
- 1.5. Under articles set out in the UN Convention on the Law of the Sea (UNCLOS) the UK-OTs have declared Exclusive Economic Zones (EEZ) or other designations such as a Maritime Zone (MZ) in the case of South Georgia and the South Sandwich Islands (SGSSI). In all cases these designations comprise the maritime area out to a 200nm limit, or median line with another State. The coastal State has the rights to exploit natural resources, particularly fish stocks within this area. Areas beyond the 200nm limits of coastal States are termed "high seas" and are not under the jurisdiction of a State and are managed using different mechanisms.
- 1.6. The maritime environment of the UK-OTs faces multiple threats, with the two principal ones being:
 - a) Illegal, Unreported and Unregulated (IUU) fishing

¹ [The Environment of the UK Overseas Territories. DEFRA 2012.](#)

b) Pollution events caused by commercial merchant vessel traffic

- 1.7. The term “IUU fishing” covers the different ways a fishing activity fails to comply with conditions or relevant legal requirements. The concept was developed by the Fisheries and Agricultural Organisation (FAO) of the United Nations and is an internationally recognised term².
- 1.8. In practice the activity is either in breach of the law or is outside of the law. Although largely unquantified for the UK-OTs, the global loss to IUU fishing has been estimated to be between USD\$10-23 billion annually ³.
- 1.9. The UK-OTs’ maritime environments are at varying, but at times significant, risk of IUU fishing. Typically the IUU fishing threat to the UK-OTs is that posed by vessels from other States fishing within the EEZ without a licence or authorisation to do so.
- 1.10. It is important that the Compliance and Enforcement (C and E) activities undertaken by the UK-OT Governments are capable of detecting this type of IUU activity over the large maritime domains the Governments are responsible for. Currently the best methodology for conducting large scale maritime surveillance is through the use of satellite surveillance, either by using tracking system broadcast from vessels themselves or by using a variety of satellite imaging techniques.
- 1.11. The starting point for this type of surveillance is the Automatic Information System (AIS). AIS is an automated tracking system that broadcasts information on a vessels identity, location and speed. AIS is transmitted via Very High Frequency (VHF) radio messages and can be received by other vessels, shore stations or via satellite. The tool is primarily used for at-sea collision avoidance but is an important part of maritime surveillance for IUU fishing activity. There are a number of weaknesses with the system and it cannot be relied upon:
- The system can easily be switched off, or the signal interfered with or manipulated;
 - Use of AIS is internationally mandated for cargo and passenger vessels but is not typically a requirement for fishing vessels
- 1.12. A key concept when conducting surveillance for IUU fishing is that of “dark vessels”, which is a vessel that is not broadcasting an AIS signal.
- 1.13. To ensure that dark vessels are detected, alternative surveillance methods that do not rely on AIS are needed. Different types of satellite imagery can be used that

² <http://www.fao.org/iuu-fishing/background/what-is-iuu-fishing/en/>

³ Agnew, D.J., J. Pearce, G. Pramod, T. Peatman, R. Watson, J.R. Beddington, and T.J. Pitcher. 2009. “Estimating the Worldwide Extent of Illegal Fishing.” PLoS ONE 4 (2): e4570.

can detect the presence of vessels independent of AIS, though each method has its own strengths and limitations. The outputs of the satellite imagery are then cross-referenced against the AIS from the area/ time the satellite imagery was acquired, enabling analysts to develop an assessment of dark vessel activity. When the results of this imagery are compared with AIS the presence of dark vessels can be confirmed.

1.14. There are three types of satellite imagery or remote sensor that are commonly used for these purposes:

- Synthetic Aperture Radar (SAR) – an active sensor that sends a pulse down to the surface of the earth which bounces back to the sensor – an “echo” is created when a vessel is detected
- Electro Optical (EO) – a passive sensor that takes an image of the surface of the earth
- Visible Infrared Imaging Radiometer Suite (VIIRS) – a sensor that collects the emission of visible light emitted from the surface of the earth – i.e. the deck lights of a ship

1.15. Both AIS and satellite imagery can also assist with maritime surveillance for non-fishing related activities. The risk of a pollution incident caused by merchant shipping can be significant in the UK-OTs. The risk is typically posed by commercial merchant vessels on transit through an EEZ colliding with islands, reefs or shallow areas with resulting pollution from the vessel’s cargo or fuel oil.

1.16. There is precedent for this type of event. In 2011, for example, the UK-OT of Tristan da Cunha saw such a major pollution incident involving a transiting merchant vessel M/S Olivia. The vessel collided with an island and sank, resulting in 800 tonnes of fuel oil and the cargo of soya beans being released into the surrounding waters⁴. This had a significant impact on the territory’s environment and economy, which is highly dependent upon fishing.

1.17. Analysis of AIS can assist with surveillance of the movements of merchant traffic and can inform preventative measures. The use of satellite imagery can be used post a pollution incident for confirming the presence of oil on the sea surface and tracking its subsequent movement.

2. Blue Belt Programme

⁴ [M/S Olivia incident](#)

- 2.1. The Blue Belt programme is a UK Government programme that provides assistance to the UK-OTs with the protection and sustainable management of their maritime environments.
- 2.2. The programme is funded by the Foreign, Commonwealth and Development Office (FCDO) and the following UK-OTs are currently involved:
 - Ascension Island
 - British Antarctic Territory (BAT)
 - British Indian Ocean Territory (BIOT)
 - Pitcairn
 - St Helena
 - South Georgia and the South Sandwich Islands (SGSSI)
 - Tristan da Cunha

Additional UK-OTs may join the programme in the future.

- 2.3. The UK-OTs involved in the programme generally have limited capacity and resource to carry out surveillance of activities in their EEZs and take enforcement action should illegal activity be detected. The capacity does vary however with two of the UK-OTs, BIOT and SGSSI, having dedicated fisheries patrol vessels.
- 2.4. The first iteration of the Blue Belt programme ran from 2016 to 2020 and was extended until March 2021. The programme will be further extended to March 2022, and potentially beyond. The Marine Management Organisation (MMO) is a delivery partner of the programme⁵ and assists the UK-OTs with their Compliance and Enforcement (C and E) activities. This includes assistance with surveillance and the development of bespoke C and E strategies for each UK-OT.
- 2.5. A key initial aim of the Blue Belt programme was to work with the UK-OTs to better protect their waters. This aim was achieved in November 2020 when the total 4.3million km² of ocean under the jurisdiction of the programme's UK-OTs was afforded greater protection.
- 2.6. This protection ranges from the designation of no-take Marine Protected Areas (MPAs) covering almost the entire EEZ, such as in Ascension, to a Marine Protection Zone (MPZ) in Tristan da Cunha that allows tightly controlled local fishing activity while protecting a large proportion of the zone and key habitats within it.

3. Blue Belt Surveillance and Intelligence Management Hub (BBSIH)

⁵ The other delivery partner is the Centre for Ecology, Fisheries and Aquaculture Science (CEFAS)

- 3.1. During the development of the Blue Belt programme it was recognised that the UK-OTs require ongoing C and E assistance to ensure that the commitment to long term protection of the UK-OT's maritime environments is realised.
- 3.2. A key element of the C and E assistance required is the ability to conduct surveillance over the very large maritime areas the UK-OTs are responsible for. Due to the vast areas and remote nature of the UK-OTs there is a dependency upon remote surveillance technology.
- 3.3. Such surveillance requires the capability to obtain, process and analyse satellite imagery and cross reference it with AIS data. This gives a complete picture capturing activity on AIS and dark vessels. Specialist skills and capabilities are required to do this, some of which can be provided from within the MMO and some which require external procurement.
- 3.4. The C and E strategies of the UK-OTs engaged in the Blue Belt programme assume centralised ongoing assistance with remote surveillance. The Blue Belt Surveillance and Intelligence Management Hub (BBSIH) was established to provide this assistance and consists of:
 - A team of five analysts and support staff
 - A commercial contract with a supplier that provides processed and analysed satellite imagery. The purpose of this is to assist the UK-OTs by providing an intelligence picture of activity in their maritime environments - the subject of this Invitation to Tender (ITT)
 - The types of satellite imagery and remote sensing currently used are SAR, EO and VIIRS
 - In-house capability to analyse AIS data to provide intelligence to the UK-OTs

The BBSIH does not currently have the capability to analyse satellite imagery internally.

- 3.5. The operating model the BBSIH adopts when the above capability is used to assist the UK-OTs is the Intelligence-Led, Risk-Based Approach (ILRBE). The ILRBE approach combines enforcement risk and intelligence to ensure that the enforcement capacity and resources available to the UK-OTs are targeted at where they are most needed and have maximum impact.
- 3.6. Enforcement risk is a combination of the likelihood of an illegal activity occurring and the impact should it do so. This process typically uses a scoring matrix, which is then used when planning the deployment of resources.

- 3.7. It is important to note that combining likelihood and impact means that the risk scoring for a high impact activity of moderate likelihood is higher than a low impact activity that is very likely to happen.
- 3.8. Intelligence forms the second part of the ILBRE approach. BBSIH assists in gathering intelligence which the UK-OTs use to task their assets. Intelligence is information that has been assessed for its value, veracity and the dependency of its source. Comparison of multiple sources to establish the value of a single piece of information is often required.
- 3.9. The nature of intelligence means the quantity and quality of what is received varies significantly. This makes its use in tasking assets more dynamic than using enforcement risk which is more pre-planned in nature.
- 3.10. Any data source can be considered intelligence once that data has been taken through the intelligence assessment establishing its value and veracity.
- 3.11. The number and complexity of the data sources the BBSIH has access to has increased during the development of the Blue Belt programme, and continues to do so. This makes the assessment of veracity within the ILBRE approach increasingly difficult from a data management perspective, particularly when communicating the results to the UK-OTs.
- 3.12. These data sets will include data from the successful supplier and, as a minimum, the following:
- Internal analysis of AIS by BBSIH
 - Intelligence received directly from the UK-OTs, which may include, for example, a report of fishing activity within the zone received from a visiting vessel
 - Information on a vessel's ownership
 - Open source free-to-user sources of satellite imagery that has been analysed
 - The results of satellite imagery that has been analysed from collaborations
 - In some cases collaborations with Non-Governmental Organisations (NGOs) – such as AIS analysis or vessel ownership information
- 3.13. It is important that the complex picture derived from these sources can be provided to the UK-OTs in a concise and digestible format for use by decision makers in the UK-OT Governments.
- 3.14. The BBSIH requires the results of surveillance that have been conducted to be in a format suitable for this analysis. Part of improving this analysis is the use of Geographic Information System (GIS) as part of the analysis and processing.

4. Procurement Requirements

- 4.1. The Authority wish to procure satellite surveillance services via a contract with one supplier. Under the contract, the Authority will offer no guarantees of any minimum level of work over the contract duration. Tasks under the contract will be called off on an *ad hoc* basis through individual work orders.
- 4.2. The services will be used to assist the Blue Belt UK-OTs with their surveillance for illegal activity in their EEZs.
- 4.3. The contract awarded under this Tender will last for two (2) years with an option to extend for a further one (1) year.
- 4.4. The contract will be awarded for coverage of the 200nm maritime areas of all 14 UK-OTs with an Area of Interest (AoI) consisting of a 400 nautical mile (nm) buffer zone beyond the 200nm limit⁶.
- 4.5. The Authority wish to procure satellite surveillance services that BBSIH can use to assist the UK-OTs with their surveillance for illegal activity in their maritime domains. These services will include the procurement and analysis of satellite imagery, presenting the results and providing interpretation and recommendations for future actions.
- 4.6. Work Orders under the contract will be raised for the tasks set out below. There is a high likelihood of multiple work orders being raised, or in operation, simultaneously and periods where no work orders are in place:
 - a. **Medium-term risk based tasking** – 1-3 months of surveillance in a single UK-OT starting within 4 weeks of notification of the requirement. An indicative annual schedule of possible tasking will be provided by the Authority
 - b. **Short-term intelligence led tasking** – 1-2 weeks of surveillance in a single UK-OT starting within 7 working days of notification of the requirement
 - c. **Historic imagery Review** - Satellite imagery analysis for an individual UK-OT to inform a future risk profiling or other bespoke pieces of analysis. These work orders will be *ad hoc* and specific in nature
- 4.7. Similarly, there are likely to be protracted periods where there are no live work orders running, and the supplier should account for this in terms of resourcing.

5. Key Objectives (KOs)

⁶ Note only those UK-OTs engaged with the Blue Belt programme will be subject to work orders under this contract

5.1. The successful supplier must:

- a) Have access to multiple, or an adequate single source, of satellite imagery capable of detecting vessels within a UK-OTs Area of Interest (Aol).
- b) Be able to acquire satellite imagery within 7 working days for short-term intelligence led tasking.
- c) Be able to acquire satellite imagery within 4 weeks for medium-term risk based tasking.
- d) Be able to change the target area of satellite imagery during medium-term risk based tasking within 1 week of notification.
- e) Have access to a historic AIS data set (s) covering a minimum period of 3 years prior to 2021
- f) Be able to access open source free-to-user satellite imagery and incorporate analysis of it into the services provided.
- g) Be capable of detecting dark vessels by analysing satellite imagery and correlating detected vessels with AIS.
- h) Be capable of providing dark vessel detection to a resolution/vessel size of 10m⁷.
- i) Have the internal expertise to be able to make recommendations on the type, coverage and limitations of the imagery it can provide in response to a notification from BBSIH.
- j) Have the internal expertise to be able to provide technical advice and guidance to the Authority on the results of the satellite imagery in the fisheries and maritime surveillance context.
- k) Be capable of reporting intelligence derived from satellite imagery within 24hrs (working days) when required and identified in the work order raised.
- l) Be able to provide results of the surveillance in a pre-determined format that allows subsequent analysis by BBSIH, including through the use of GIS. Depending on the application, the Authority may specifically request that the supplier generate graphical outputs themselves or may request the data to be made available in a format that will enable this to be done in-house.

⁷ This capability is currently only required for British Indian Ocean Territory. It may be required for Turks and Caicos, British Virgin Islands, Monseraatt and the Cayman Islands in the future.

- m) Provide information which can be used to conduct investigations and which may be submitted as evidence in court. The successful suppliers may be asked to identify (a) suitable individual/s (expert witness/es) to provide witness statements and (b) produce exhibits such as raw data and charts in line with Authority requirements. Expert witnesses may also be required to provide evidence at court. The supplier must plan accordingly for this.

6. Methodology

- 6.1. In order to assess tenderers' capability, the Authority has provided three scenarios against which suppliers are expected to propose their methodology. Details of these scenarios and what the Authority expects to see, is covered in Appendix G (Questions E02, E03 and E04) of this ITT.
- 6.2. As this is a call-off contract, methodology and quotations will be sought against a specification produced for each activity and approval given prior to any work commencing.

7. Reporting and Outputs

- 7.1. The successful supplier will report to the MMO Head of Compliance and Enforcement (the "Project Lead").
- 7.2. The frequency of reporting will vary with the type of surveillance or work order that is in place.
- 7.3. Submission of the results of all work orders will be based on a format agreed with the supplier at the outset of the contract. This format will remain consistent throughout the duration of the contract, lessons learned and technical adjustments withstanding. This may be exclusively a GIS format or a combination of GIS format and other reporting mechanisms such as written reports or spreadsheets.
- 7.4. The purpose of this is to allow BBSIH to incorporate the results of a work order into existing data sets of historic results and manipulate those data sets using GIS. That being said, short narrative explanations may be request in response to particular detections or incidents.
- 7.5. As an indicative minimum the reporting must include the following:
- i. Relevant boundaries or limits, such as the EEZ of the UK-OT or a specific Aol being used in the work order
 - ii. The geographic location/boundary/date/time of each satellite image analysed – including the source or type of the imagery
 - iii. Dark vessel detections including date/time of detection and the source of satellite imagery that made the detection – reporting should also include other factors such

- as indicative length of a the vessel or intelligence value, confidence of detections and other risk factors
- iv. Location/dates and times of intelligence
 - v. Written or verbal expert advice on how the results should be interpreted
- 7.6. For short-term intelligence led surveillance the supplier should report the results in the in the agreed format within 1 week of the completion of the surveillance. The supplier may be requested to present the results verbally and provide expert advice on their interpretation.
- 7.7. For medium-term risk based surveillance work orders the supplier must supply the following:
- 1. A written or verbal presentation of the results on a weekly basis while a work order is in place
 - 2. The results of the surveillance in the agreed format agreed 1 month after completion of the work order – accompanied by a short written narrative report summarising:
 - a) The number and geographic coverage of the satellite imagery taken
 - b) Short intelligence narrative
 - c) Lessons learned and recommendations for future surveillance
- 7.8. During months when work order (s) are in place the supplier will be required to submit summary data in an agreed format that summarises the satellite surveillance that has been conducted. The purpose of this is for collating with BBSIH and onward reporting to the UK-OT Governments.
- 7.9. For historic imagery review the reporting requirements will be bespoke to the activity under the work order. The reporting will be agreed with the supplier during the development of the work order.
- 7.10. At the end of the contract the successful supplier will provide the Authority with a Final Contract Report that draws together the outcomes and lessons learned from each activity under the Contract. This will be submitted within one month of the end of the contract.
- 7.11. The supplier will also provide any additional datasets that have been developed over the course of the surveillance operations carried out to assist the UK-OTs. This will include data such as vessels detected, AIS identifiers and ownership linkage.
- 7.12. The supplier will be held accountable to the standards set out in Annex H - Proposed Governance and Contract Management Arrangement (including KPIs).

8. Administrative Issues

- 8.1. All outputs and associated materials will remain property of the Authority and are not for public dissemination with the express consent of the Authority. This is covered further in the Intellectual Property Rights section of the Contract Terms & Conditions.
- 8.2. Given the nature of the project, the Authority anticipates that payment of invoices associated with this contract should be made upon full and satisfactory completion of each individual activity. Should the work be extended by mutual agreement beyond the end of the contract, Authority will accept monthly invoices for activities carried out. Payment will always be made in arrears.

Annex 1

The scenarios provided are examples of the three types of surveillance for which work orders will be raised under the contract. These scenarios reflect the use of the ILBRE approach and the different types of tasking it will lead to. The scenarios are:

- Short-term intelligence led tasking – a UK-OT requires a short round of surveillance in response to a developing enforcement risk
- Medium-term risk based tasking – a specific UK-OT requires surveillance over a longer period for an enforcement risk that is relatively seasonal or predictable and identified on an annual basis
- Historic imagery and activity review – a need within a UK-OT has been identified for a bespoke piece of analysis

Scenario 1: Ascension Island – Short-Term Intelligence Led Surveillance

Ascension Island lies in the south Atlantic (7° 56' S, 14° 25' W). The 200 nm Exclusive Fishing Zone (EFZ; 442,000 km²), which was established in 1978, has recently been declared an Exclusive Economic Zone (EEZ).

The Ascension EEZ became a Marine Protected Area (MPA) in August 2019 with all commercial fishing prohibited from 50nm from Ascension to the 200nm limit.

BBSIH assists Ascension Island Government (AIG) with surveillance of the MPA. The baseline level of this assistance is BBSIH conducting analysis of AIS using its in-house capability. This surveillance focuses on detection of IUU fishing within the MPA, most likely by vessels in the surrounding high seas entering and fishing within the MPA.

The fisheries surrounding Ascension Island's EEZ are targeting migratory tuna. These species move significant distances rapidly and their distribution is highly influenced by prevailing environmental conditions. The vessels that target tuna are generally 40-60m in length and of steel construction. Therefore, fishing activity and the corresponding enforcement risk and intelligence picture can change very rapidly. In such circumstances the level of assistance may need to be increased, this is the focus of the scenario.

BBSIH have detected a build-up of fishing activity in the high seas that is in very close proximity to the MPA boundary. BBSIH intend to assist AIG with their understanding of the situation and obtain intelligence as to whether there is any illegal activity within the MPA.

In this scenario BBSIH would lead the analysis of fishing activity visible on AIS but would need to assist AIG by providing them with intelligence on the presence of dark vessels. To achieve this, BBSIH would approach the supplier and ask them to make recommendations for determining the presence of dark vessels within the area provided. Using those recommendations a work order with the supplier would then be raised.

An indicative chart is provided below, the green box denotes the area that the supplier's satellite imagery would need to cover to detect dark vessels – the Area of Concern (AoC).

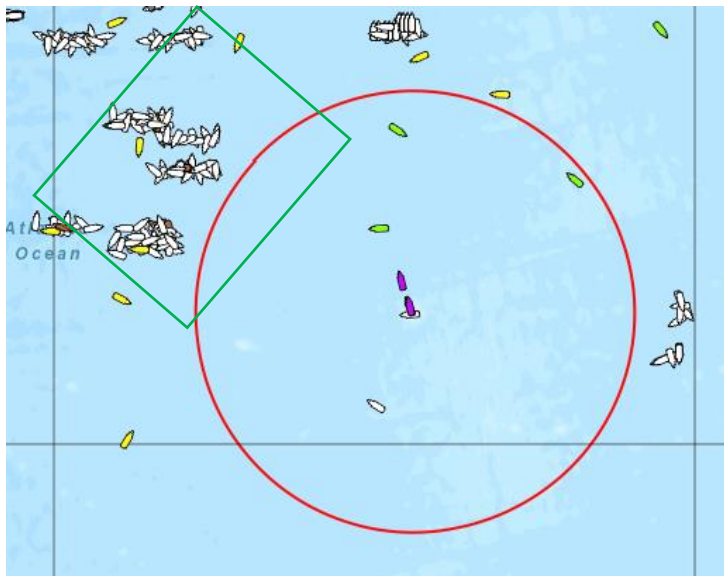


Figure 1 – Ascension Island indicative AoI for a short-term intelligence led tasking request

The surveillance will be 1-2 weeks in duration and acquisition of the imagery must start within 7 days of the work order being agreed. The process by which this work order will be raised is set out below:

1. The Authority will notify the supplier in writing of a developing situation at a UK-OT provide an AoC. The supplier will be asked to make recommendations for determining the presence of dark vessels
2. The supplier will be required to provide the Authority with written recommendations for the surveillance within 3 working days
3. Work order will be raised with the supplier based on these recommendations within 7 working days
4. Acquisition of data starts and runs for period defined in the work order
5. Supplier will provide the results of the surveillance to the Authority within 7 working days

The expectation is that the successful supplier would use SAR, EO and VIIRS for vessel detection prior to comparison with AIS. Suppliers with the other or additional capability to use other types of satellite imagery for the same purpose should include this.

For this tender the supplier should also provide information on:

- Its capability to start the acquisition of imagery within 7 working days of the work order being received
- The sources of satellite imagery it has access to within the time scale above, and how it would provide recommendations for their use
- Technical details of the SAR, EO, VIIRS or other types of satellite imagery the supplier is able to provide – including coverage, frequency of images available,

levels of confidence when detecting vessels and impacts of environmental conditions of that confidence

- How it would process the satellite imagery and cross reference detections with AIS to detect dark vessels
- How it would cross reference detections on AIS with published RFMO authorised vessel lists
- Suggested approach and format for providing the results to the Authority. Note that the final specification will be agreed at the outset of the contract and the supplier will not be held to its format suggestions.

Annex 2

Scenario 2: Medium-Term Risk Based Surveillance over Tristan da Cunha

BBSIH will be assisting the UK-OTs with baseline surveillance of AIS throughout the year. This baseline surveillance is also intended to ensure that medium-term risk based surveillance is timed for when it will be most effective.

The successful supplier will be given an indicative plan of when BBSIH may wish to operate medium-term risk based surveillance in each UK-OT. Baseline surveillance by BBSIH will then inform both the timing and specification of this type of work order.

This scenario provides an indicative example of the above using Tristan da Cunha.

Tristan da Cunha (TdC) lies in the southern Atlantic Ocean at 37°15 S 12°30 W. The archipelago consists of four principal islands: Tristan da Cunha, Nightingale, Inaccessible (the top islands) in the north and Gough Island to the south. It has a 200 nm Exclusive Fishing Zone (EFZ), which was established in 1983 and covers an area of 754,000km².

In 2020 the Tristan da Cunha Government (TdCG) declared a Marine Protection Zone (MPZ). The MPZ incorporates zones of full protection where all fishing and other extractive activities are prohibited, and sustainable fishing zones that allow fishing activity essential to the Tristan economy to take place.

The ILRBE approach has identified a specific period in the year when fishing activity in the surrounding high seas is likely to be in very close proximity to the MPZ. The vessels fishing in these areas are not permitted to fish within the MPZ and there is a significant risk that they do so. Therefore timing surveillance with this period is important and is indicative of a number of similar periods that exist across the Blue Belt programme UK-OTs.

Fishing activity, specifically for tuna species, is dependent upon complex oceanographic conditions making them extremely dynamic. This means that the timing of these high risk periods can vary as follows:

- The eventual timing varying by up to a month from the indicative plan provided;
- Fishing activity not coming within proximity of a UK-OT – meaning surveillance for that period is not required;
- A high-risk activity persisting – requiring surveillance to be extended

Within the high risk period itself, when surveillance is being conducted, the fishing activity will continue to be highly dynamic. This can result in:

- Irregular changes in the level of fishing activity, i.e. the fishing vessels may move away or towards the EEZ – the latter increasing the risk of IUU fishing
- Fishing activity may concentrate or disperse in response to oceanographic conditions
- Fishing fleets may separate to fish in different areas of the high seas surrounding the EEZ – this can be based on target species, operations such as transshipment or by flag State

The above make the ability to make dynamic decisions about the spatial targeting of the surveillance while the work order is in place important. Imagery may be required to be moved around the EEZ to ensure high risk activity is being captured.

Some UK-OTs have dedicated patrol vessels (BIOT and SGSSI) and other UK-OTs may have *ad hoc* maritime and aerial patrol capability available through other sources.

Coordinating the surveillance under a work order with the activities of a patrol asset may also result in changes to the spatial and targeting of the surveillance. This may be either of the following:

- The satellite imagery will be targeted at the same area as the intended patrol – i.e. to narrow down the search area for that patrol asset pre it taking place
- The satellite imagery may be targeted at alternative area to that of a patrol – i.e. to increase the surveillance footprint

The scenario:

BBSIH have been monitoring the movement of the tuna fleets in the high seas around Tristan da Cunha for a number of months. Within a few weeks, the high seas fishing activity is coming into increasing proximity of the Tristan da Cunha MPZ.

TdCG have requested that BBSIH assist with additional surveillance of this high-risk activity. BBSIH informs the successful supplier that a work order for surveillance at Tristan da Cunha is needed, and the surveillance must start within 4 weeks of notification.

The purpose of this surveillance is to assist TdCG by giving them an indication of whether IUU fishing is occurring within the MPZ – specifically the presence of dark vessels in the surrounding high seas and within the MPZ itself.

The vessels operating in the area, including those that maybe dark, will be 40-60m in length and of steel construction. Prevailing weather conditions at Tristan during the 2 months of the surveillance are inclement with very significant sea states at times.

Satellite imagery must be targeted at these areas and achieve coverage adequate to achieve the aims of the surveillance.

BBSIH will provide specification and ask the supplier to make recommendations for the type, intensity and limitations of the satellite imagery it can provide, to achieve the objectives of the work order.

The surveillance required would be 2 months in duration and initially targeted at the Area of Interest (AoI) – green boxes – in the chart below. The AoI is given in figure 2.

After 3 weeks of the work order being in place, oceanographic conditions cause the fishing fleet to move in the following fashion:

- Vessels fishing on the eastern side of the EEZ cease fishing and transit through the EEZ to resume activity on the western side
- The activity on the western perimeter moves to cover the southern extremity of the EEZ

This change of Aol must be made within 1 week of the supplier being notified. The supplier must also be able to provide expert advice on the location of any new Aol on request from the Authority.

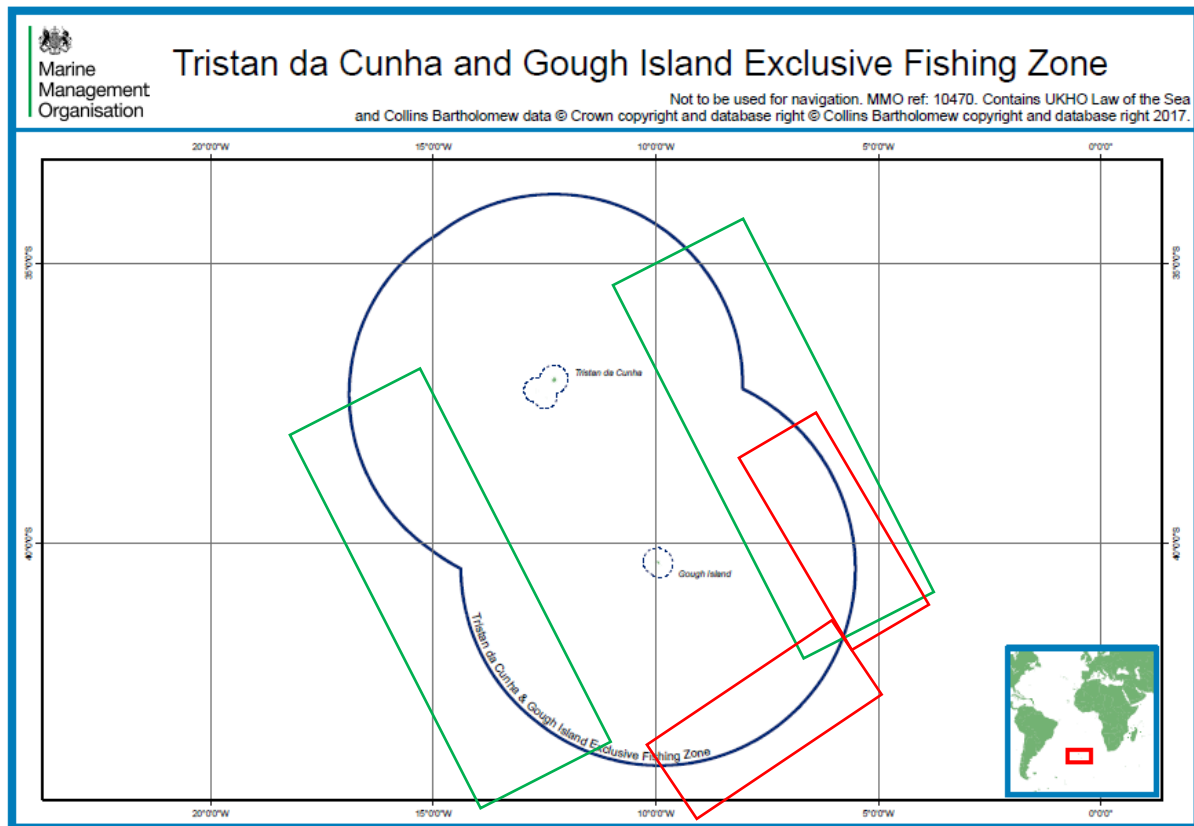


Figure 2 – First (green) and second (red) Aol during a medium-term risk based tasking request at Tristan da Cunha.

The requirement to cover the East and West of the MPZ simultaneously initially and then move the target area is an eventuality that may be required under the contract. The supplier should assume that the coverage, types and intensity of the satellite imagery will remain the consistent. The only change is the location of the Aol.

Suppliers that could provide EEZ wide coverage for the full period that negates the need to move the Aol around at equivalent costs should include this.

The process by which this work will be raised is set out below:

1. The supplier will have been provided with an indicative schedule of times and UK-OTs where these work orders may-be raised

2. The Authority will notify the supplier in writing of a developing situation at a UK-OT and provide an Aol. The supplier will be asked to make recommendations for determining the presence of dark vessels
3. The supplier will be required to provide the Authority with written recommendations for the surveillance within 7 working days
4. Work order will be raised with the supplier based on these recommendations
5. 4 weeks to start surveillance
6. Acquisition of data starts and runs for period defined in the work order
 - a. While surveillance is being conducted under the work order the supplier will be required to provide weekly verbal or written updates on the results
 - b. 1 week notice period for a change in the Aol while the surveillance is running
7. 4 weeks post surveillance
8. Supplier will provide the results of the surveillance to the Authority

For this tender the supplier should also provide information on:

- Capability to start acquisition of satellite imagery within 4 weeks of a work order being received
- The sources of satellite imagery it has access to, and how they would provide the recommendations for their use
- Its ability to alter the Aol within 1 week of notification while the surveillance is running
- Technical details of the SAR, EO, VIIRS or other types of satellite imagery the supplier is able to provide – including coverage, frequency of images available, detection thresholds and levels of confidence when detecting vessels and impacts of environmental conditions of that confidence
- Examples of the recommendations that the supplier would make on coverage of the Aol to achieve cost effective coverage – using SAR, EO, VIIRS or additional types of satellite imagery the supplier has access to
- How it would process the satellite imagery and cross reference detections with AIS to detect dark vessels
- How it would cross reference detections on AIS with published RFMO authorised vessel lists
- How it would mitigate the challenges of the prevailing weather conditions and other factors that may generate false positives when detecting dark vessels
- Suggestions around the approach and format for providing the results of the surveillance to the Authority. Note that the final specification will be agreed at the outset of the contract and the supplier will not be held to its format suggestions
- A summary (or full example) of the contents of a summary report

Annex 3 – Historic Imagery and Activity Review

This scenario covers possible work orders for individual pieces of bespoke analysis.

The scenario uses a hypothetical UK-OT joining the Blue Belt programme and is an indicative example of the work that may be required.

The new UK-OT joining the Blue Belt programme has a diverse range of maritime habitats that are under possible threat of IUU fishing. The UK-OT's Government has not had the capacity or resources to establish the enforcement risks in these different areas.

No significant historic surveillance has been conducted by the UK-OT Government.

The habitats within the UK-OTs waters include the following:

- *Offshore tuna habitats close to the 200nm limit* – the risk in these areas is from large vessels (40-60m in length) of steel construction entering the UK-OTs EEZ from the surrounding high seas and fishing illegally. The UK-OT has conducted no historic surveillance for this enforcement risk
- *Shallow reefs and banks approximately 50nm from the UK-OT's main landmass* – these areas are known, from limited previous patrol vessel surveillance, to be subject to some IUU fishing. This IUU fishing is conducted by small vessels (10-15m in length) of wooden/fibre glass construction vessels originating from neighbouring coastal States. These vessels target reef associated species and therefore fish on or very close to the reef structures

As part of the initial engagement of the new UK-OT with the Blue Belt programme the BBSIH is assisting the UK-OT Government with developing an assessment of the IUU fishing enforcement risks in the territory. This will include a review of historic AIS data, and possibly some analysis of free to user satellite imagery, to form an initial assessment of the IUU fishing risks by BBSIH.

The scenario:

A work order has been raised requiring the supplier to conduct a 3year analysis (2020-2017) of AIS and free to user satellite imagery for the UK-OT's EEZ and a surrounding 100nm buffer zone.

The supplier will be provided with an initial assessment of activity in the UK-OT's EEZ and a 100nm buffer based on:

- BBSIH's internal analysis of AIS data only
- Results of interviews conducted with UK-OT Government
- Work on the regional structures relevant to the UK-OT, such as Regional Fisheries Management Organisations (RFMOs) membership and coverage

The deliverable under the work order will be a written report that BBSIH will use to inform subsequent assistance it provides to the UK-OT Government.

The report should draw on the suppliers internal expertise and include:

- Spatial and temporal trends distinguished between the two IUU fishing risks identified above
- Recommendations for future target areas and times where medium risk based tasking should be conducted
- Recommendations for the most appropriate types of commercial or open source satellite imagery required to detect the vessels engaged in IUU fishing and the coverage available

In addition to the written report the BBSIH may ask that recommended target areas for future tasking are provided in a GIS compatible format.

For this tender the supplier should also provide information on:

- The open source free-to-user satellite imagery it is able to include in its analysis
- Its capability to access and analyse 2 years' worth of historic AIS data sets, how it would analyse them, what sort of intelligence/ information could be derived from this analysis, and what other information/ data may be available through open source to supplement this analysis.
- How it would process the open source free-to-user satellite imagery to cross reference detections with AIS to detect dark vessels
- A summary of content within the final report

APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

To be returned by noon (UK time) on **24/06/2021**.

Category Manager
Department for Environment, Food and Rural Affairs
Network Procurement

TENDER FOR: The Provision of Satellite Surveillance Services
Tender Ref: **itt_8666**

1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing **01/08/2021** for the period specified in the ITT.
 - Response Particulars (Section 1)
 - Evaluation (Section 2)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
 - Authority's Travel & Subsistence Policy (Appendix C)
 - Commercially Sensitive Information (Appendix D)
 - Commercial Workbook (Appendix E)
 - Summary of Staff Time Workbook (Appendix F)
 - Mandatory Technical and Financial Requirements (Appendix G)
 - Proposed Governance and Contract Management Arrangement (Appendix H)
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 2009, the Contract may be executed electronically using the Authority's electronic tendering and contract management system;
 - 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. the Tender shall remain valid for 120 days from the closing date for Responses 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. we have not 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

The Authority's Conditions of Contract that are applicable to this Invitation to Tender and any subsequent contract are published with this Tender on Bravo.

APPENDIX C

AUTHORITY'S TRAVEL AND SUBSISTENCE POLICY

Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

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

APPENDIX D

COMMERCIALLY SENSITIVE INFORMATION

(If applicable, Tenderer to reproduce a similar table to the example below and then upload to Bravo)

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

APPENDIX E

COMMERCIAL WORKBOOK

The Commercial Workbook template is published with this Tender on Bravo.

APPENDIX F

SUMMARY OF STAFF TIME WORKBOOK

The Staff Time Workbook template is published with this Tender on Bravo.

APPENDIX G

MANDATORY TECHNICAL AND FINANCIAL REQUIREMENTS

Tenderers should note that if a score of fifty (50) or less is awarded to any response to Questions E01 – E06, the Authority will reject the tender.

TECHNICAL RESPONSE

Question E01 – Risk management and mitigation – (Weighting: 10%)

Please provide a risk assessment for delivering against the aims and objectives listed in the Tender Specification as well as details of the mitigation measures you will adopt to ensure the aims and objectives are realised. This should include:

- An assessment of perceived risks to the project which could affect the Tenderer's ability to deliver the required project, which include technical, personnel, subcontractor, stakeholder, timetable and commercial risks.
- A draft risk log with mitigation measures: for each risk, detail how it may affect the delivery of the project, the unmitigated level of risk (high, medium or low), the mitigation measures to be put in place and the resulting final level of risk. The risk owner should also be identified.
- A high level Business Continuity Strategy which demonstrates ability to deal with any disruptions swiftly.

Please upload your response as an attachment of no more than **5** sides of A4, minimum font size 10 with the filename "Your Company Name_E01".

Question E02 – Short Term Intelligence Led Surveillance (Weighting: 15%)

This question relates to the scenario 1 given in Annex 1.

There will be a requirement for a short (1-2 week) round of surveillance targeted at a geographical Area of Interest (AoI) at Ascension provided to the supplier. This surveillance is required due to a developing intelligence picture and is required to start within 7 days of the work order being agreed under the process set out in annex 1. The aim of the surveillance is to provide Ascension Island Government (AIG) with a better understanding of enforcement risks posed by fishing activity in close proximity to the Marine Protected Area (MPA) – specifically the presence of "dark vessels" within the MPA and the surrounding area.

Please provide:

- A detailed description of how you would obtain satellite imagery within the required timeframes (KO02)

- A detailed description of the types of satellite imagery the supplier has available, the rationale for their use and why they would recommend them to the Authority (KO02, KO01, KO06 and KO09)
- A detailed description of how the supplier would use the satellite imagery to detect dark vessels (KO07 and KO08)
- A general description of your approach to managing this scenario and how recommendations would be made to the Authority – from both the technical and fisheries perspectives (KO09 and KO10)
- Suggested examples or recommended format the results could be presented in – including the ability of the supplier to place the results in context and provide advice of the format the supplier could provide the results in (KO09, KO10, KO11 and KO12)

Please upload your response as an attachment of no more than 6 sides of A4, minimum font size 10 with the filename “Your Company Name_E02”. The Report formats should be submitted as separate attachments with the filename “Your Company Name_Sample Report Format (daily or final) _E02”.

Question E03 – Medium term Risk Based Tasking (Weighting: 25%)

This question relates to scenario 2 given in **Annex 1**.

The Intelligence Led Risk Based Approach (ILRBE) has identified an annual period of 2 months each year which are at high risk of IUU each year at Tristan da Cunha. An indicative annual schedule of possible high IUU risk periods will have been provided to the supplier. A notification and Area of Interest (AOI) will be provided to the supplier and surveillance must start within 4 weeks of agreeing the work order.

Please provide:

- A detailed description of how you would obtain satellite imagery within the required timeframes (KO03)
- A detailed description of the types of satellite imagery the supplier has available, the rationale for their use and why they would recommend them to the Authority (KO02, KO01, KO06 and KO09)
- A detailed description of the supplier’s ability to change the location of the satellite imagery within the required time frames (KO04)
- A detailed description of how the supplier would use the satellite imagery to detect dark vessels (KO07 and KO08)
- A general description of your approach to managing this scenario and how recommendations would be made to the Authority – for both the technical and fisheries perspectives (KO09 and KO10)

- Suggested examples or recommended format the results could be presented in – including the ability of the supplier to place the results in context and provide advice of the format the supplier could provide the results in (K009, KO010, KO11 and KO12)

Please upload your response as an attachment of no more than 4 sides of A4, minimum font size 10 with the filename “Your Company Name_E03”. The Report format should be submitted as a separate attachment with the filename “Your Company Name Sample Report Format_E03”.

Question E04 – Historic Analysis – (Weighting :10%)

This question relates to scenario 3 given in Annex 1.

A new UK-OT is joining the Blue Belt programme and the supplier has been asked to undertake a 3-year review of AIS data and open source free to user satellite imagery. The supplier is required to produce a written report that provides the BBSIH and UK-OT Government with an assessment:

- The spatial and temporal trends in the differing IUU risks to the UK-OT
- Recommended times and areas that should be targeted for future surveillance
- Recommended types of satellite imagery that should be used in future to target the vessels engaged in IUU

Please provide:

- A detailed description of your approach to managing this scenario; (KO09, KO10)
- Details of the free to user satellite imagery that supplier has access to (KO06)
- Details of the historic AIS data sets the supplier has available (KO05)
- Details of the internal expertise the supplier has to produce technical recommendations for future surveillance (KO09)
- Details of the fisheries expertise the supplier has that will enable it to produce the analysis (KO10)

Please upload your response as an attachment of no more than 5 sides of A4, minimum font size 10 with the filename “Your Company Name_E04”. The Report format should be submitted as a separate attachment with the filename “Your Company Name_Sample Report Format_E04”.

Question E05 – Supplier expertise (Weighting: 25%)

Please set out the professional surveillance methods and activities you will undertake including justification to meet the key objectives.

This should include:

- 1) A description of how analysis of the satellite surveillance imagery will be undertaken and used to identify illegal fishing (KO1, KO07 and KO09 and KO10). Please provide additional information on:
 - how the confidence in a sighting is determined (it is understood that the imagery or analysis are unlikely to provide absolute identification of a fishing vessel or fishing activity) and how this will be communicated in reports;
 - Challenges associated with satellite surveillance and limitations of the technology including (but not limited to) identifying small vessels (under 10m in length), icebergs and poor weather
- 2) A description of how AIS analysis will be undertaken (KO5, KO09 and KO10)
- 3) How expertise and data will be provided to support investigations and formal submissions as part of a prosecution process (KO13)
- 4) Any further information you would like to add to support these objectives (KO09 and KO10)

Your response should include the approach you will take to meeting all the key objectives as laid out in the Tender Specification.

Please upload your response as an attachment of no more than **5** sides of A4, minimum font size 10 with the filename "Your Company Name_E05".

Question E06 – Project Planning and Management (Weighting: 15%)

Please provide full details of the relevant expertise and experience of the proposed team who will be delivering the project This should include demonstrable evidence of their relevant skills and expertise to deliver the different aims and objectives of the project.

Please provide detailed proposals for work planning, monitoring and reporting progress. As part of this, please identify the team who will be delivering the project (including any consortia partners or subcontractors) and individual(s) who will have overall management responsibility for the project and nominate a representative for day-to-day contact with the Authority Project Lead. Please also detail the processes which will be put into place for engaging with and managing any sub-contractors and for resolving any issues arising.

Tenderers responses can use the scenarios to provide context but should consider the overall work package.

Your response should include:

- A description of the overall capabilities of the project team assigned by the tenderer and how they are relevant to the full range of aims and objectives outlined in this specification.

- A description of the key individuals involved in this project, along with an abridged CV (no longer than two sides of an A4) which should include relevant knowledge, field(s) of expertise and previous relevant experience.
 - An organogram showing clear reporting lines and accountability structure, including between the main contractor and subcontractors or consortia partners if relevant.
 - A detailed project plan including all principal tasks and milestones that allows for clear accountability and tracking of spend. The proposal should identify appropriate milestones corresponding to the requirements set out in this specification.
 - Provide strategies for ensuring flexibility and delivering the programme of work on time and to budget (including in relation to the use of subcontractors). Including dealing with surveillance of multiple OTs at the same time.
 - Suitable working arrangements to help deliver a successful programme of work. Define the level of support required from the Authority and indicate how this should be managed.
 - Provision of regular progress reports.
 - A Communications Strategy especially when dealing with regular reporting of scenarios to support patrolling and on identification of significant, high confidence information suggesting non-compliance. This should include details of how communications will be handled including urgent reporting of non-compliance, communications with any subcontractors and other key stakeholders to ensure successful delivery of the project and proposals for weekly updates/regular meetings for example.
- i) Please upload your response as an attachment of no more than **5** sides of A4 minimum font size 10 with the filename "Your Company Name_E06".
 - ii) Descriptions of individual team members/abridged cvs and organogram should be combined into one separate document and uploaded as a separate attachment with the filename "Your Company Name_CVs_E05".
 - iii) The Summary of Staff Time Workbook should also be completed and uploaded with the filename: "Your Company Name_Staff Time Workbook_E05".

FINANCIAL RESPONSE

Please provide detailed breakdown of costs by completing the Commercial Workbook and uploading the completed document with the filename: "Your Company Name_F01".

The requirements for the Commercial workbook are:-

- Scenario 1 - Costs for satellite imagery and AIS acquisition for the scenario provided
- including analysis, staff time and reporting
- Scenario 2 - Costs for satellite imagery acquisition for the scenario provided
- including analysis, staff

- Scenario 3 - Costs for analysis of the satellite imagery, staff time and reporting

APPENDIX H

PROPOSED GOVERNANCE AND CONTRACT MANAGEMENT ARRANGEMENT (INCLUDING KPIs)

1. Governance and Contract Management

- 1.1 The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 1 and Section 2 below.
- 1.2 The Contractor shall participate in quarterly and annual review meetings with the Authority to review the quality and performance of the services provided. The Contractor shall be appropriately represented at the review meetings which will usually be conducted via teleconference or held face to face in where this can coincide with other meetings.
- 1.3 The Contractor will appoint a nominated person of appropriate grade to be the Contractor's Authorised Representative to manage the provision of the service and to liaise with the Authority as required. At any meeting it will be assumed the Contractor's Authorised Representative will be authorised to make critical decisions.
- 1.4 The Contractor will be responsible for agreeing dates and drafting the agenda for and producing a note of the review meetings.

2. Efficiencies and Continuous Improvement in Service Lifetime

- 2.1 During the Contract, the Contractor will develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
- 2.2 The Joint Contractor have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which will include, but are not limited to:
 - New and evolving relevant technologies which could improve the Services;
 - 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.
- 2.3 Where such improved efficiency is achieved the Contractor shall propose a reduction in the level of charges and effect such reductions by agreement with the Authority.

3. Performance Management

- 3.1 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. Without the use of service credits in such a situation, this service failure places strain on the relationship as

delivery fall short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.

3.2 The proposed KPIs are set out in Section 1 and Section 2.

4. SECTION 4: PERFORMANCE MANAGEMENT FRAMEWORK

4.1 Overview of the PMF

4.1.1 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.

- 4.1.2 The PMF purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure.
- 4.1.3 The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
- Contract Management
 - Delivery and Support
 - Quality of Service
- 4.1.4 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.

4.2 Management of the PMF

- 4.2.1 Key Performance Indicators (KPIs) 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 KPIs in Monthly Reports and at quarterly Contract Meetings with the Authority; who will review this and make comments if any.
- 4.2.2 The Contractor shall maintain their own management reports, including a Risk and Issues Log.
- 4.2.3 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.
- 4.2.4 Performance failure by the Joint Contractor may result in administrative costs to the Authority⁸. Where the Contractor fails to meet the KPIs then the service credit regime shall apply.
- 4.2.5 Key Performance Indicators (KPIs) are essential in order to align the Joint Contractor' 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. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.
- 4.2.6 The Authority reserves the right to amend the existing KPIs detailed in Section 5 or add any new KPIs. Any changes to the KPIs shall be confirmed by way of a Contract Change Note.

⁸ Upon Clarification: Lost income to the Authority in this case is in reference to a monetised cost of the Authority's staff time taken to rectify any failures in Service delivery from the Contractor.

Section 5: Key Performance Indicators (KPIs)

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Delivery	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.	Meets expectations - All deliverables sent to the Authority on time.
Contract Management	KPI 2 – Invoices	Invoices to be received within five (5) working days of the end of each month. Invoices and associated deliverables should be clearly linked. Note partial payment for milestones is not permissible: only completed milestones and deliverables are chargeable.	Invoices quote the correct PO, Contract number, the Authority Contact, and qualitative description of the work being done. Invoices must be clearly itemised: specific milestones and deliverables should be explicitly listed. Associated reports should be clearly and explicitly linked to invoices to help financial tracking.	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.

Quality of Service	KPI 3 – Quality of Deliverable: Error Free	Deliverables are accurate and free of errors.	Deliverables reviewed by the Authority for accuracy.	<p>A significant error is a failure to inform in writing of a change in satellite imagery or AIS provider – the consequence of which is a reduced quality of results or confidence in them.</p> <p>A significant error is identified that results in reduced surveillance capability over a prolonged time period or a reduction in confidence in information provided.</p> <p>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.</p>	An error is identified that does not result in published documents or National Statistics being amended.	Meets Expectations – No errors within deliverables.
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Contract Management	KPI 4 – Annual risk Assessment	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept 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
Quality of Service	KPI 5 – Quality of Deliverable: Model QA	A credible QA development plan is in place with time bound deliverables to implement Defra Quality Assurance Guidelines for Models. QA logs are implemented and accurately maintained for all models.	A credible and time bound plan to implement Defra QA Guidelines for Models is in place and adhered to. The guidelines are implemented within the lifetime of the Contract. QA logs are accurately maintained and annually updated.	Lack of a model QA development plan, a significant inaccuracy in the QA log or significant failure to maintain the model at the required standard, failure to implement the Defra QA Standards for Models within the lifetime of the project.	Lack of a model QA development plan, a significant inaccuracy in the QA log or a failure to maintain the model to the required standard.	Meets expectations
Reporting	KPI 6 – Reporting	Reports received within the given timescales and contain all relevant information.	Results for final reporting following short term intelligence tasking – 1 week Results and report following medium term risk based tasking 1 month Reports for historic analysis will be agreed in the specific work order.	Reports not submitted on time and does not contain required content.	Some reports slightly delayed and/or redrafting to include all required content.	Reports meet required deadlines and content.

			Suspicious activity identified from satellite imagery is reported within 24hours (working week) Content is correct and in line with specification or agreed specific operation requirements.			
Providing a quality service	KPI 6 – Satellite Imagery	Satellite imagery is collected and analysed within agreed timeframes and locations where satellite coverage allows.	Frequency and location to be agreed at the start of each surveillance programme. Results show in the reports.	Supplier unable to meet timeframes or collect data in required locations.	Some delays in data collections and locations not fully covered.	All requirements met.
Responding to High risk incidents		Satellite data can be collected with 7days notice (note lead in time will usually be longer). Serious incidents (high confidence) of non-compliance (satellite imagery or AIS) reported immediately during working week.	Surveillance over OTs able to occur in specific high risk situations with minimal notice.	Unable to meet 7 day notice period (more than 3days) Delay of more than 24hours in reports received.	Short delay to meeting notice period (1-2 days) Reports consistently received at 10- 24 hour deadline.	Able to meet notice period Reports consistently received within 0- 10 hours of incident.

