

Invitation to Tender

(Open Procedure - PCR2015)

Tender for Contract for the Provision of International Biodiversity Challenge Funds Administration Manager

Tender Reference: ITT_9317

October 2021

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.

Table of Contents

Section	Contents	Action
1	Response Particulars	For Information
2	Evaluation	For Information
3	Specification of Requirements	For Information
4	Performance Management Framework	For Information
5	Key Performance Indicators	For Information

Appendix	Contents	Action
Α	Form of Tender	Print, Sign, Scan and Upload to Bravo
В	Authority's Conditions of Contract	For Information
С	TUPE information	For Information
D	Technical & Commercial Evaluation Questions	For Completion, to be answered on Bravo
E	Non-Discourse Agreement	Print and sign to access to confidential information
F	Authority's Grant Agreement	For Information
G	Authority's Model Grant Application Form	For Information
Н	Privacy Notice	For Information
I	Completion of Paperwork	For Information

SECTION 1: RESPONSE PARTICULARS

Part 1: 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.
"Expert/Advisory Groups"	means the independent experts that advise each of the funds: Darwin Expert Committee (DEC), Darwin Plus Advisory Group (DPAG) and IWT Advisory Group (IWTAG);
"Fund Manager"	means the supplier appointed to act as the fund manager.
"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.
"Funds"	International Biodiversity Challenge Funds, collectively: Darwin Initiative, Illegal Wildlife Trade Challenge Fund and Darwin Plus.
"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.
"ITT"	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
"Lead Partner"	means the partner who will administer the awarded grant and coordinate the delivery of the project, accepting the terms and conditions of the Grant Agreement on behalf of the project.
"ODA"	means Official Development Assistance.
"Paperwork"	means the grant paperwork as set out in Appendix I.
"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.
"Schemes"	The individual grant schemes within each of the Challenge Funds
"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 time table 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 reenacted. 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 2: General

- 1. The Authority is looking for a Fund Manager(s) to provide services in connection with the management and administration of the International Biodiversity Challenge Funds: Darwin Initiative, Darwin Plus and the Illegal Wildlife Trade (IWT) Challenge Fund, details of which are provided in Section 3.
- 2. The contract will be funded by ODA; managed and coordinated by the Authority.
- 3. This procurement is being carried out in accordance with the open procedure as set out in the Regulations.
- 4. 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.
- 5. Tenderers are required to submit their Response in accordance with the instructions set out in Bravo and this
- 6. 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.
- 7. Tenderers should read this ITT carefully before submitting a Response. It sets out:
 - a) the Timetable and process for the procurement;
 - b) sufficient information to allow Tenderers to submit a compliant Response;
 - c) information regarding the award criteria and evaluation criteria which will be used to assess Responses; and
 - d) the administrative arrangements for the receipt of Responses.
- 8. 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 14, part 4.
- 9. 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.
- 10. 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.
- 11. 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.

12. 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 3: Proposed timetable and administrative arrangements

1. The Timetable below is subject to change by the Authority and Tenderers will be informed accordingly.

Procurement Activity	Anticipated Date	
Upload and Publish ITT onto BRAVO	19 th Oct 2021	
Deadline for ITT Clarification questions from Tenderers	Date	25 th Nov 2021
	Time	12:00pm
Deadline for ITT responses	Date	03 rd Dec 2021
	Time	12:00pm
Evaluation of ITT Responses	Start	06 th Dec 2021
	End	17 th Dec 2021
Contract Award Notification		05 th Jan 2021
Mandatory Standstill Period	Start	05 th Jan 2021
	End	19 th Jan 2022
Contract Award	31 st Jan 2022	
Contract Start Date 01st Feb 2022		022
Handover Period	c.2 Months	
Service Commencement Date	01 st April 2022	
Duration of Contract	3 years	
Extension Period	Up to 48 months (4 * 12 months increments)	

Part 4: Completion of Response

- 1. By submitting a Response, Tenderers agree:
 - a) to be bound by the terms of this ITT; and
 - b) 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.
- 2. The Authority may terminate or amend the procurement or this 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. 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

- 4. Tenderers must complete all parts of the response form in Bravo in accordance with the instructions therein.
- 5. Tenderers must 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.
- 6. The Response and any documents accompanying it must be in English.
- 7. Prices must be submitted in £ Sterling, exclusive of VAT.
- 8. Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
- 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 this ITT.
- 10. Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 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.
- 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.
- 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

- 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.
- 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.
- 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:
 - a) the clarification and response is not commercially sensitive; and/or
 - b) all Tenderers may benefit from its disclosure
- 17. 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.

18. 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

- 19. Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.
- 20. 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

- 21. 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 any change.
- 22. 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

23. By issuing this 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

24. 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

- 25. 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.
- 26. 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

- 27. 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.
- 28. Tenderers may disclose information relating to the procurement to their advisers and sub-contractors if:

- a) 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;
- b) the Authority gives prior consent in writing to the disclosure;
- c) the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
- d) the Tenderer is legally required to disclose the information.
- 29. No Tenderers will undertake any publicity activities in relation to this 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.
- 30. 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.
- 31. 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:

- 32. 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.
- 33. 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.
- 34. Subject to clauses 35, 36 to 40 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.
- 35. 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 this ITT. Tenderers acknowledge that this right shall be in addition to the provisions of clauses 30, 31 and 36 to 40.

Freedom of Information and Environmental Information Regulations

- 36. 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.
- 37. 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:
 - a) clearly identify any information provided as confidential or commercially sensitive;
 - b) explain the potential implications of disclosure of such information; and
 - c) provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 38. 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.
- 39. 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 30 and 31). 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.
- 40. 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

- 41. 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.
- 42. Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff, or agents:
 - a) 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;
 - b) accepts any liability for the information contained in the ITT or in any other written or or al 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
 - c) 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.
- 43. 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

44. 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.

45. 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

- 46. 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.
- 47. 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.
- 48. 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

- 49. 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

- 50. 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:
 - a) members of the supply chain;
 - b) the percentage of work being delivered by each sub-contractor; and
 - c) the key contract deliverables each sub-contractor will be responsible for.
- 51. 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

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

- a) names of all consortium members;
- b) 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
- c) if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
- 53. 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.
- 54. 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.
- 55. If the Tenderer proposes to create a separate legal entity such as a special purpose vehicle (SPV), 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.
- 56. 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.
- 57. 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

- 58. As stated above, prices must be submitted in £ Sterling, exclusive of VAT.
- 59. The Contract is to be awarded will have a fixed price and variable price which will be paid according to the deliverables set out in the Evaluation in Section 2.
- 60. The Pricing Schedule within Bravo 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

- 61. 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.
- 62. 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

63. This procurement is not divided into lots. The Authority intends to award a Contract to the most economically advantageous tender

TUPE

- 64. Tenderers should determine whether or not they believe the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies to this procurement. Notwithstanding this, Tenderers will note that it is the Authority's view that TUPE is **likely** to apply if this procurement results in a contract being awarded to a new supplier, although the Authority is not liable for this opinion. The Authority will wish to satisfy itself that Responses are responsibly calculated and take full account of any likely TUPE obligations all costs arising from the application of TUPE. The Authority shall have no liability in this regard.
- 65. The information detailed in Appendix C has been obtained from the contractor currently undertaking this task. The Authority cannot warrant the accuracy or completeness of this information. It remains the Tenderer's responsibility to ensure responses take full account of all the relevant circumstances of this Contract and address them accordingly. It may be necessary for employees from the current contractor to transfer under TUPE. Tenders will be required to provide clear and unequivocal confirmation that you are prepared to take these employees on and factor this into your price. Please note the Authority will not pay any redundancy costs.
- 66. If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the deadline for Responses.
- 67. Tenderers should ensure that their tendered prices include all costs arising from the potential application of TUPE, including (but not limited to) any redundancy or other employment related costs.
- 68. Tenderers will note that it is the Authority's view that TUPE is **unlikely** to apply to staff working for either the Authority or SSCL when these particular services are awarded to a new supplier, although the Authority is not liable for this opinion.
- 69. Tenderers are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your response being deemed non-compliant.

TUPE Information for submission of a Response

70. Anonymised TUPE is attached and available via Bravo Portal (Refer to Appendix C for the TUPE information).

Contract Extensions and Variations

- 71. The Initial Contract Period will be for 3 (three) years and the Authority will have the option to extend the Contract Period by up to a maximum of 48 (forty-eight) months in four 12 (twelve) month increments. The Authority reserves the right, in its absolute discretion, not to extend the Contract beyond the Initial Contract Period or any extended period.
- 72. At any time, the Authority may, notwithstanding anything to the contrary contained in the contract, require the provision of additional works and services which are not included in the Specification of Requirements as contemplated by this ITT (the "Change of Scope"). In the event of the Authority determining that a Change of Scope is necessary, it shall issue a notice specifying in reasonable detail the works and services contemplated in accordance with clause F6, Appendix B, Authority's Conditions of Contract.

Part 5: Government policy in relation to transparency

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

SECTION 2: EVALUATION

1. 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.

Table 1: Evaluation Stages

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender (Appendix A) in accordance with the instructions in Bravo, your Response will be rejected as non-compliant.	Pass/Fail
2	Selection Stage	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 the Section 2 below (in respect of economic and financial standing and technical and professional ability) of the ITT. Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no	Pass/Fail
		further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.	
3	Technical Quality Sub-criterion 03a	Similarly, a failure to meet this sub-criterion 03a of the stated technical criteria will result in a Response being rejected 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.	 E01 Sustainability (Pass/ Fail) E02 Equality, Diversity & Inclusion Policy (Pass/ Fail) E03 Health and Safety (Pass/ Fail)
	Technical Quality Sub-criterion 03b	This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in Bravo, as set out in Appendix D	Scored at 70% of total score, consisting of the following breakdown of questions (with weightings):
		here.	• E04 Team Structure/Core Business (10%)
			E05 Approach & Methodology (25%)
			• E06 Communications (5%)
			E07 Contract Management (5%)
			E08 Level of Innovation (10%)
			• E09 Quality & Assurance (5%)
			• E10 Social Value (10%) (For the purposes of Bravo, the Technical Envelope totals 100%. The 70% vs 30% Technical vs Commercial Weighting will be applied automatically on Bravo post completion of the Evaluation).

4	Pricing (sits within Commercial Envelope on Bravo)	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule to be submitted in Bravo (Appendix D).	Scored at 30% of total score. • E11 Fees & Charges (30%)
5	Award	A Response which passes Stage 1 and 2 will proceed to evaluation of Tenders in accordance with Stages 3 to 4 The final score is calculated as follows: 70% is made up of the total of Stage 3 (Technical Quality Requirements) 30% is made up from Stage 4 (Pricing) The most economically advantageous tender will be the Response with the highest final score	Total Technical Quality Requirements will make up to a maximum of 70% of total score. Total Price Requirements will make up to a maximum of 30% of total score.

Part 1: Selection Stage (Stage 2)

1. The selection stage has been designed to assess the suitability of a Tenderer to deliver the Authority's contract requirement(s). 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 below.

Financial standing (pass/fail)

- 2. The Authority will review the economic information provided in 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.
- 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:
 - a) ask for additional information, including information relating to your parent company, if applicable; and/or
 - b) require a parent company guarantee or a performance bond.
- 4. The Authority may reject a Tenderer who is unable to offer a commitment to provide a parent company guarantee or performance bond.
- 5. In addition to the information provided by Tenderers 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.
- 6. The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure.
- 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.
- 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 £800,000 GBP.
- 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 £600,000 GBP.
- 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.
- 11. The Authority will also calculate and evaluate your:
 - a) 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 (EBITDA);
 - b) **liquidity**: net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
 - c) **financial structure**: gearing ratios and interest cover.

Technical and Professional Ability (pass/fail)

- 12. Responses will be rejected as having failed this requirement where:
 - a) 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
 - b) no substantive explanation is provided in Section 6 of the Qualification Envelope response form

Part 2: Tender Evaluation: Award Stage (Stages 2 to 5)

- 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 Section 2 are applied.
- 2. Each question will be scored separately, and no reference will be made between the questions.
- 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 70% of the final score;
 - the score awarded for price (Stage 4 above) will form 30% of the final score.
- 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.
- 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.
- 6. Questions asked by the Authority to evaluate submission's Technical Quality can be found on Bravo. These are repeated as Appendix D of this ITT for information purposes.
- 7. Method for scoring price can be found on Bravo. The submissions against the Technical Quality questions **E04 E10** will be evaluated using the following scoring matrix:

Scoring Criteria:

- For a score of 100: Very Good Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.
- For a score of 70: Good Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.
- **For a score of 50: Moderate** Addresses most of the requirements with most of the relevant supporting information set out in the Bidder Pack. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.

- For a score of 20: Weak Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met.
- For a score of 0: Unacceptable No response or provides a response that gives the Authority no confidence that the requirement will be met.
- 8. If a score of twenty or below is awarded to a Tenderers response to any question, the Authority will reject the Tender.
- 9. The weighting and maximum marks available for the price (Stage 4) submitted as **E11** will be 30% 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:

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

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

- Tenderer A Score = £30,000/£30,000 x 30 (Maximum available marks) = 30
- Tenderer B Score = £30,000/£50,000 x 30 (Maximum available marks) = 18
- Tenderer C Score = £30,000/£60,000 x 30 (Maximum available marks) = 15

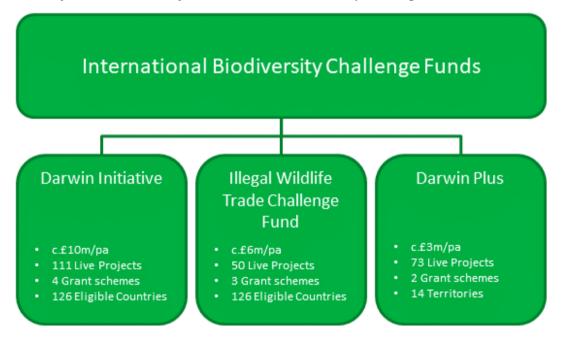
SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

Part 1: Introduction

This Invitation to Tender (ITT) invites bids to secure the Fund Manager of the ODA International Biodiversity
Challenge Funds, collectively: Darwin Initiative, Darwin Plus and the Illegal Wildlife Challenge Fund. Although
the Workstreams are set out in broad terms, they should be applied and scaled as appropriate to each of the
component funds individually.

Figure 1: An illustration of the current scale of the International Biodiversity Challenge Funds



- 2. There are processes within the funds that are similar and therefore opportunities for efficiencies exist, but this should not impact the maintenance of separate fund identities. Ideas on how this might be efficiently and effectively achieved (including any implications for timetabling) are welcomed.
- 3. Please note that it is anticipated that a separate contract(s) will be let during delivery to cover the independent evaluation of the Funds either collectively or as individual funds. Due to a requirement for programmatic level evaluation to be undertaken independently from Grant administration, the Authority reserves the right to require that these are operated by a separate contractor to the one carrying out this contract, unless the organisation can conclusively demonstrate that it will be able to address any conflict of interest. The successful tenderer for this contract must build in capacity for liaison with any independent evaluation contractor.
- 4. Defra (hereafter referred to as "the Authority") is the lead Government Department for these funds.

Overall Objectives for this Contract

5. The Fund Manager, through this contract, is expected to facilitate, enable, and deliver the three ODA funds to secure strengthened performance on three key levels:

I. Project performance:

a) facilitated by independent expert assessment to select well designed projects/approaches, informed by past and current project performance

- a) enabled by the strong communication, reporting and early adoption of lessons learnt captured by the monitoring and evaluation of the active portfolio
- b) delivered by effective, efficient, and agile fund administration and reporting

II. Financial performance:

- a) facilitated and informed by regular and robust financial reporting
- b) enabled by accurate financial forecasting
- c) delivered by strong financial controls in payments to projects and risk management

III. Fund performance:

- a) facilitated by the consideration of value for money in all decisions
- b) enabled by effective management of risk through guidance, training, and proactive management
- c) delivered by the effective, efficient, and agile ODA fund administration and reporting

The Darwin Initiative

- 6. The Darwin Initiative (the "Initiative") is the UK's flagship international challenge fund for biodiversity and sustainable development, established at the Rio Earth Summit in June 1992.
- 7. Funding for the Initiative is currently around £10 million per annum but is expected over the course of the contract to increase.
- 8. The Initiative was originally launched to support the objectives of the Convention on Biological Diversity (CBD), which are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilisation of genetic resources.
- 9. The Initiative has just completed reviewing its objectives and structure to deliver on its intended impact:
 - Poverty reduced and the rates of biodiversity loss and degradation are slowed, halted, or reversed in developing countries.
- 10. The Initiative supports projects through a challenge fund mechanism, administered by a Fund Manager, competitively awarding grants that demonstrate likely impact on biodiversity and poverty reduction challenges that reflect local contexts. In recent years, Darwin Initiative has placed a stronger emphasis on local stakeholders and building local capability, thereby promoting sustainable success.
- 11. In particular, the Darwin Initiative supports addressing the barriers by:
 - Promoting understanding of **biodiversity** from the species, to landscapes and seascapes.
 - Improving awareness and understanding of the challenges and the options to address them.
 - Developing **policy and approaches** tailored to local contexts and needs.
 - Building and strengthening inclusive partnerships, through collaboration, skills development, resource sharing and the co-delivery of projects to deliver local solutions to the global challenge.
- 12. In the near term, the Initiative aims to support and influence stakeholders to incorporate biodiversity considerations in achieving poverty reduction, through evidence and best practices, and targeting the outcome:
 - Local communities and stakeholders, including governments, demonstrate sustained improvement in policy and practice that results in gains for biodiversity and reduced poverty.
- 13. The new structure of the Initiative will form around three components, with four grant schemes:

Component A: Capability and Capacity

a) **Darwin Initiative Partnerships** - grants to support capability and capacity within civil society, research institutes and organisations of recipient countries to develop, deliver and sustain impact.

Component B: Project and Programme Windows

- b) **Darwin Initiative Innovation & Rapid Response** Grants for testing innovative approaches, developing an understanding of barriers to scaling, or rapidly responding to high-priority near-term challenges or opportunities for transformation.
- c) **Darwin Initiative Main** multi-year grants for projects.
- d) **Darwin Initiative Extra** large multi-year grants to scale successful approaches.

Component C: Evidence, Best Practice and Outreach: How the Initiative learns, responds to and disseminates evidence needs to be robust and systematic.

- 14. By placing a greater focus on developing evidence, refining best practices, and supporting capability and capacity in-country, we aim for it to act as a pipeline to scale success, with projects moving up through the Initiative before seeking support from the larger environment funds or scaling impact via wider uptake.
- 15. A small team of officials in the Authority manage the fund for the Authority "the Darwin Initiative Secretariat".
- 16. The Darwin Expert Committee (DEC) supports the Initiative by assessing applications and providing strategic advice and consists of independent and ex-officio experts in biodiversity conservation and poverty reduction.
- 17. Since its creation the Darwin Initiative has supported over 1,220 projects in 159 countries, giving rise to the Illegal Wildlife Trade Challenge Fund and Darwin Plus, and awarding over £177m.
- 18. The Initiative is funded by the Authority with Official Development Assistance (ODA) definitions as set out by the OECD Development Assistance Committee, and thereby demands a capability and capacity to deliver ODA to the expected standard.
- 19. More information on these grant schemes and historical project information can be found at http://www.darwininitiative.org.uk/

Illegal Wildlife Trade Challenge Fund

- 20. The Illegal wildlife Trade (IWT) is a widespread and lucrative criminal activity causing major environmental and social harm globally. The IWT has been estimated to be worth up to £17 billion a year. Nearly 6,000 different species of fauna and flora are impacted, with almost every country in the world playing a role in the illicit trade. As well as the devastating consequences for biodiversity and ecosystems, IWT damages local communities, undermines national economies and therefore the development in some of the world's poorest countries.
- 21. The UK is a long-standing and committed global leader in efforts to eradicate the IWT. This was cemented at the ground-breaking IWT Conference Series, which in London in 2018 secured ambitious commitments from 65 governments across the globe to take urgent, coordinated action. The 25 Year Environment Plan also published in 2018 sets out the UK Government's continued commitment to addressing the issue and providing targeted financial help to developing nations.
- 22. The IWT Challenge Fund was launched in 2014 to help the UK deliver on its IWT Conference Series commitments by supporting projects that tackle IWT in developing countries. It has had significant reach: committing over £34m ODA to 109 projects; working with local communities in over 50 countries across Africa, Asia, Latin America, and Europe and; protecting a broad range of endangered species, including pangolins, jaguar, and orchids; addressing some of the most pressing IWT issues.

- 23. Funding for the Challenge Fund is currently around £6 million per annum but is expected over the course of the contract to increase.
- 24. The intended impact of the IWT Challenge Fund is to provide innovative and scalable solutions to reduce pressure on wildlife from illegal trade and, in doing so, reduce poverty in developing countries. Proposals must align to one or more of the following four project themes which align with the pillars of action agreed and reconfirmed by global leaders at the IWT Conference Series:
 - Reducing demand for IWT products
 - Ensuring effective legal frameworks and deterrents
 - Strengthening law enforcement
 - Developing sustainable livelihoods to benefit people directly affected by IWT.
- 25. For the latest funding round, round 8, the eligibility criteria for both the grant size and length have been expanded to support projects at different stages in their development on their pathway to scale. These project stages may in the future form distinct grant schemes under the IWT Challenge Fund. The projects stages and expected IWT Challenge Fund grant size are:
 - Evidence grants between £20,000 and £100,000 to gather evidence to design an intervention
 - Main grants between £100,000 and £600,000 to test new and innovative interventions to provide proof of concept at a smaller scale.
 - Extra grants between £600,000 and £1.5 million scaling approaches which have already demonstrated their potential at a smaller scale
- 26. Projects can be up to 4 years in duration. Projects however are encouraged to think about both their grant size and duration in terms of the value for money they provide to avoid projects with high transactional costs relative to their grant size.
- 27. A small team of officials in the Authority manage the fund for the Authority "the IWT Secretariat"
- 28. The Illegal Wildlife Trade Challenge Fund Advisory Group (IWTAG) supports the fund by assessing applications and providing strategic advice and consists of independent and ex-officio experts in IWT matters.
- 29. The guidance for the previous rounds of the fund is available on iwt.challengefund.org.uk
- 30. The IWT Challenge Fund is funded by the Authority with Official Development Assistance (ODA) definitions as set out by the OECD Development Assistance Committee, and thereby demands a capability and capacity to deliver ODA to the expected standards.

Darwin Plus

- 31. Darwin Plus has been delivering environmental and biodiversity projects in the UK Overseas Territories (UKOTs) since 2012, and supports projects seeking to deliver long term strategic outcomes.
- 32. Primary responsibility for biodiversity conservation and wider environmental management has been devolved to the Overseas Territories governments, who, with the support of the UK government, are responsible for developing appropriate, applicable, and affordable environmental policies, legislation, and standards.
- 33. Darwin Plus seeks to help reduce the rate of biodiversity loss in the OTs, helping the OTs meet their obligations under the Convention on Biological Diversity and other Multilateral Environment Agreements, and deliver against the UN Sustainable Development Goals, especially SDG14 on life below water and SDG15 on life on land.
- 34. Darwin Plus grant schemes currently include support for:
 - Projects up to £300k in size and up to three years in duration.

- Fellowships for individuals in the OTs.
- 35. In his March 2020, the Chancellor announced an increase in Darwin Plus funding, from the current £3m per annum. A business case is currently being drafted outlining the future direction of the fund. At the moment, the proposed redesigned fund is likely to be structured around four grant schemes:
 - a) Darwin Plus Replicating the existing grant scheme but increasing the maximum grant size to £500k.
 - b) **Darwin Plus Strategic Grants** Introduction of a new stream for larger transformative projects between £1m and £3m.
 - c) **Darwin Plus Local Grants -** Funding smaller capacity building grants of up to £100k available exclusively to OT governments and OT based organisations.
 - d) **Darwin Plus Fellowships** Expansion of the existing Fellowship grant scheme.
- 36. A small team of officials in the Authority manage the fund for the Authority "the Darwin Plus Secretariat"
- 37. The Darwin Plus Advisory Group (DPAG) supports the Initiative by assessing applications and providing strategic advice and consists of independent and ex-officio experts in biodiversity and environmental issues in the UKOTs.
- 38. Since 2012 Darwin Plus has invested £30m towards 153 individual projects supporting vital conservation in marine, terrestrial and freshwater environments.
- 39. Darwin Plus is funded by the Authority with Official Development Assistance (ODA) definitions as set out by the OECD Development Assistance Committee, acknowledging the UK Overseas Territories provision with the International Development Act (2002) and non-ODA finance reflecting the ODA-eligibility of the UKOTs. The complexity of a joint ODA and non-ODA fund demands a capability and capacity to deliver ODA to the expected standard whilst ensuring a clear and understood distinction between the two types of finance involved.
- 40. More information on Darwin Plus, including historical project information, is available at https://dplus.darwininitiative.org.uk/

Part 2: Workstreams

The Workstreams are applicable for each of the three funds, unless otherwise stated.

Workstream 1: Application Process

- 1. The Funds employ both a one-stage and two-stage application process for the different grant schemes, with assessments by expert/advisory groups to make recommendations for invitations to Stage 2 or for funding.
- 2. The Contractor shall work closely with the Authority to support decisions in respect of grant assessment and award.
- 3. Currently, at Stage 1, the Darwin Initiative receives c.400 applications per round, up to c.150 for the IWT Challenge Fund, and Darwin Plus receives c.50 applications. Around 20% of applications will be invited to Stage 2 with around 80-100 awards being made.
- 4. For some of the funds, the volume of applicants could increase with the scaling up of the funds; we may seek to mitigate excess applications through specific guidance or by raising sift standards.
- 5. The Contractor must apply suitable General Data Protection Regulation (GDPR) measures to ensure that all data associated with the processes below is held securely in accordance with clause E2, Appendix B, Authority's Conditions of Contract.
- 6. The Contractor will have the following responsibilities regarding the application process for all three funds and their grant schemes, unless otherwise stated:

7. **Co-ordination of the call for applications** by:

- a) propose and agree the overall timeline of the call with the Authority and Expert/Advisory Group Chair, notifying and keeping the Expert/Advisory Group members informed of the timeline once it is agreed.
- b) revising and agreeing with the Authority, before making available, the application guidance and application forms terms and conditions etc. All funds currently use an online system (Flexi-Grant) for grant applications.
- c) drafting text for all communications associated with each Call (announcement, press releases, social media, and website) for agreement by the Authority.
- d) proactively alerting broad stakeholders (including FCDO missions overseas) and potential applications internationally via emails, social media, and other means.
- 8. **Dealing with queries** (within 2 days of receipt) from prospective applicants by providing a helpdesk function, responding substantively, or acknowledging receipt by email. Such queries often include:
 - a) clarification of eligibility criteria or guidance
 - b) the flexibility or otherwise of deadlines and timelines
 - c) how to complete the forms and evidence requirements
 - d) where to access further guidance etc.
 - e) general advice relating to the preparation of Theories of Change, logical frameworks, Risk Management, Monitoring and Evaluation and other application requirements, ensuring that responses are available and communicated to all interested parties unless commercially sensitive

9. **Processing applications received**, by:

a) receiving and logging all applications, including acknowledgement (within 5 days of the closing date), and basic checking of validity, completeness, and eligibility;

b) the Contractor will share the **Core Application Information** (see Annex 2) to the Authority within 5 working days from the date of close of the call for applications

10. Conducting and facilitating the assessment of applications, by:

- a) Conducting a **pre-sift**, flagging and/or removing applications that clearly do not meet stated fund objectives, expected quality, or omit required supporting evidence. The Authority will provide clear guidance on this.
- b) Where the number of applications is high, the Authority may request a **more stringent pre-sift** of applications to manage the number of applications progressing to assessment by the Expert/Advisory Group members, which also represent the applications that are most likely to be receive support. The Authority will provide clear guidance on this.
- c) Collate and maintain a register of Conflicts of Interest, expertise, and interests of the Expert/Advisory Groups in line with Defra policy, reviewing and updating the register before each assessment period to allow the allocation of applications to be fair and robust, acknowledging any conflicts of interest, specialisms, and experience.
- d) Draft and distribute (cleared by the Authority) the **Assessment Pack**, to provide robust and clear guidance and/or induction to the assessors to access, assess and return scored applications. The Pack should include details of the applications removed in the pre-sift, along with details of the applications to be assessed, and project performance data from Workstream 5. The Authority will provide clear guidance on this. In addition to criteria and scoring guidance, instructions on how to use the application portal (currently Flexi-Grant) should also be included. Two Assessment Packs will be required for grant schemes 2 stages.
- e) The **Fund Manager Assessments** will assess Stage 2 and selected Single Stage applications on their likely contribution to supporting poverty reduction (not required for Darwin Plus), approach to gender equality, and the robustness of their Monitoring, Evaluation and Learning systems, providing a brief narrative and scores (1-6), liaising with HMG if needed.
- f) The Contractor may need to facilitate the sharing of applications with other key stakeholders, e.g., FCDO, to support the assessment process, collating responses where appropriate.

11. Compile and draft the Sift Pack, by

- a) Conduct **initial due diligence** (financial, safeguarding) checks on submitted evidence of all applicants to be discussed at the Sift (only required for Selected Single Stage and Stage 2 Applications).
- b) Collating all *Expert* and *Fund Manager Assessments* (summarising where needed), scores and any initial due diligence findings into a single excel file, the **Assessment File**, to enable the efficient management and ranking of applications, before sharing with the Authority at least 2 weeks before a Sift Meeting (see Annex 2 Core Application Information).
- c) Obtain further information, as required, from applicants whose proposals are considered serious contenders for recommendation but where further detailed clarification on specific matters has been required by the Authority or the Expert/Advisory Group in advance of the Sift.
- d) Compile the applications to be considered, Conflicts of Interest Register, the Assessment File and any papers in to a **Sift Pack**.

12. The Contractor's role at each Sift Meeting is to:

- a) organise the Sift Meeting, whether they are held in person, virtually or hybrid, in agreement with the Authority and Chair of the sift meeting, notifying the participants of the date at least 3 months in advance
- b) organise a pre-meeting with the Authority and Expert/Advisory Chair to discuss the budget available and how the sift meeting should operate

- c) prepare papers and presentations for the Sift Meeting or strategy day, as required, in consultation with the Authority and/or Chair;
- d) through the provision of the Sift Pack to the Authority in advance of the meeting, and then to the members 7 days in advance of the meeting, ensure that everyone understands the purpose of the meeting and has the evidence to support informed discussion and robust decision making.
- e) maintain a live financial spreadsheet throughout the meeting to enable the Authority and Chair to monitor the budget allocation implications as projects are selected during the sift
- f) capture the discussions, noting any funding conditions, caveats and feedback or changes in the scoring of proposals. Accurately record all decisions and actions to be taken.
- g) within 3 days of the meeting produce the **Recommendation Note**: a prioritised list of the strongest projects to be recommended for funding or progressing to Stage 2 applications, with required clarifications, caveats and actions raised during the meeting or captured in the assessments prior to the meeting and circulate the participants. The Recommendation Note should be cleared by the Chair of the Expert/Advisory Group.

13. The Contractor's role after the Sift meeting, is to:

- a) The Contractor will obtain and document the required clarifications, from applicants whose proposals have been successful but where further detailed clarification on specific matters has been required by the Authority or the Expert/Advisory Group.
- b) For each application recommended by the Expert/Advisory Group for funding, the Contractor will conduct and document robust **Due Diligence and Finance Classification** including:
 - i. Any required Governance and Control, Partner Deliverability, Financial Stability, Downstream Partners, Partnership Behaviour (Safeguarding, Whistleblowing, HR, Risk Management, Code of Conduct and Governance) **Due Diligence** in line with proportional and risk aligned application of the Principles and approach outlined in Annex 6 to inform funding decisions.
 - ii. Classification of Finance to determine whether the proposal aligns to the **ESA10** definition of Research and Development (R&D) using HMT Consolidated Budgeting Guidance available from https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/790059/2019 -20 CBG Final web.pdf
 - iii. Assessment of the proposal to determine whether the proposal delivers on climate objectives and can be classified as the International Climate Finance. Tenderers are invited to briefly outline their approach to robustly and consistently assessing proposals for their potential to be classified as International Climate Finance: projects with explicit (primary or secondary) objectives and potential to report results against at least 2 International Climate Finance KPIs to reduce or avoid greenhouse gas emissions and/or build the resilience of people, communities and institutions to deal with current and future climate shocks and stresses.
 - iv. **Overseas Security and Justice Assessment** (OSJA) to ensure that UK overseas security and justice assistance work meets our human rights obligations and our value: <u>Overseas Security and Justice Assistance Guidance GOV.UK (www.gov.uk)</u> Due to sensitivities involved, it yet to be determined if the Contractor can conduct the complete OSJA, or just specified components.
- c) The Contractor is invited to interpret Annex 6 framework to outline a proportional, balanced and contextualised approach to conducting due diligence on recommended projects that is pragmatic and deliverable within c.4 weeks.
- d) The Contractor will confirm in the **Due Diligence and Finance Classification Report**, including supporting evidence, to the Authority the financial classification assessments and due diligence checks conducted on each application; highlighting where any issues, gaps, risks or concerns are raised.

14. The Contractor's role at each fund's Programme Board is to:

- a) Prepare papers and materials for each funds' Programme Board as requested, including summarising and presenting the Recommendation Note from the Expert/Advisory Group.
- b) Attend Programme Boards when invited, making contributions if requested, and following up on any decisions that impact the Fund Managers role and responsibilities.

15. Relaying the outcome of assessments and funding decisions, and setting up grants:

- a) All applicants will be notified of the outcome by letter, agreed in draft with the Authority, and sent by the Contractor within two working days of agreement with the Authority.
- b) Unsuccessful applicants will receive feedback on their application in line with the agreed scaled approach according which stage the decision was taken, and agreed in draft with the Authority, prior to release.
- c) For grant schemes with 2 stages, successful Stage 1 applications will be advised by letter (agreed in draft with the Authority prior to release) from the Contractor that they need to commence Stage 2, reflecting on any feedback from their Stage 1 application, and of the closing date for their Stage 2 applications.
- d) The Contractor will advise successful applicants, using an offer letter drafted by the Contractor and agreed by the Authority (prior to issue), of the outcome of their application ensuring feedback and any conditions of funding (based on the Expert/Advisory Group advice and from Authority).
- e) If necessary, successful applicants will be notified in conjunction with a **press notice**, in which case this will be produced by the Contractor in consultation with the Authority.
- f) The offer letters will form the basis of the grant award with the applicants of successful projects. The letters may be followed by further contact between the Contractor and the successful applicant to finalise the individual project budgets with each successful applicant, in consultation with the Authority's finance team; or regarding aspects of the proposal as required. The Contractor will monitor and record in the Offer Log, the acceptance of funding offers, caveats/conditions, and/or progress towards acceptance, triaging queries from the applicants of successful projects in line with an approached agreed with the Authority.
- g) The Contractor will secure signatures on the model Grant Funding Agreement as required by the Authority;
- h) The Contractor will provide the Authority with:
 - i. a spreadsheet detailing all successful projects, budget allocation, project contact address etc.
 - ii. a complete copy of all project documentation,
 - iii. information for inclusion on the Government Grants Information Service (GGIS) with a **Draft Pre- Grant Application Form** (PGAF).
- i) The Contractor will liaise with the Authority's Procurement team to facilitate registration of new organisations on the Authority's payments system where required.
- i) Add complete project records to the project database, with corresponding webpages, and announcement.
- k) Following the award of grants, the Contractor will provide details of new, existing and past projects to selected FCDO missions overseas.

Workstream 2: Expert/Advisory Groups

- 16. Each Fund has an independent panel of experts to provide strategic advice and assess applications to make robust recommendations to Defra on which are likely to achieve the desired impact. The groups include representation from across the sectors relevant to each Fund.
- 17. Providing support to the recruitment and retention of members, by:

- a) Drafting the initial Recruitment Pack (including criteria and assessment process), for agreement with the Authority.
- b) Advertise and collate applications to the Expert/Advisory Groups.
- a) Sift the applications against key criteria, to produce a robust shortlist and recommend candidates for interview by the Authority; presenting the information in the Interview Pack.
- b) Conduct appropriate due diligence checks on all successful candidates prior to appointment (the Authority will provide guidance).
- c) Draft response letters to unsuccessful candidates, in agreement with the Authority.
- d) Draft appointment, renewal and end of membership letters in agreement with the Authority and Chair of the Expert/Advisory Group.
- e) Holding the contracts for the Expert/Advisory Group members, renewing membership contacts where necessary.
- f) Conduct annual Inductions for new members, and when required refresher workshops for existing members.
- g) Drafting, for agreement by the Authority, the Expert/Advisory Groups Member Handbook, before distribution.
- h) Promptly reimburse valid expenses including day rates to the members for their time spent, ensuring that all tax and NI implications are covered in compliance with UK tax law, and that payments are in line with Defra policy. Given the amounts involved are relatively low (estimated at up to £50k per year), we propose to reimburse the contractor retrospectively for these payments. We would expect the contractor to invoice the Authority monthly in arrears for this element, specifying which committee member the costs relate to and providing a full audit trail supporting the claim.
- i) Maintain an up to list of members, and agreed details, internally and on the websites of the funds.

Workstream 3: Project management

18. Supporting live projects:

- a) Project Helpdesk: Dealing promptly (acknowledged within 2 working days) with *ad hoc* and routine queries from projects, not covered elsewhere in the Workstreams. These may require knowledge and understanding of technical (including biodiversity conservation, illegal wildlife trade, poverty reduction) or programme management issues (including MEL, Risk Management, Safeguarding) faced by the projects and will require capability to assist the project in navigating through such issues or identifying further support.
- b) Support stronger quality of project design and delivery through workshops and guidance under Workstream 5 and 6.
- 19. **Project Change Requests:** Assess and make robust recommendation on eligible Project Change Requests to the Authority, in line with the agreed approach. These cover technical elements of a project, project staffing, or reallocations of project budgets in line with the policy. The Contractor may be provided with the delegated authority to approve Change Requests below an agreed threshold. For audit purposes, all supporting evidence and decisions associated with Change Requests, including the outcome, must recorded and maintained.

20. Project reporting requirements:

- a) All project leaders must submit **Mid-Year Reports**, **Annual Reviews** and **Final Reports** to the Contractor in line with the terms of their funding. The reporting guidelines can be found on the Fund websites.
- b) The Contractor will be responsible for undertaking:

- i. In-year and ongoing monitoring of projects and identifying potential issues that may threaten the project
- ii. Quality assuring the project Mid-Year Reviews, Annual Reviews and Final Reports
- iii. Monitoring and Interpreting performance, based on formal Mid-Year Reports and Annual Reviews
- iv. Assessing the Final Reports, following completion of the project, identifying key lessons which could be applied elsewhere.
- v. Conducting **Mid-Term Reviews** of projects (virtual and/or in-person) on a sample of the 3–5-year projects
- c) In response to the Technical Questionnaire, the Contractor is asked to specify a suitable approach and method to deliver an accessible and live **Portfolio Tracking Tool**, this should include at least:
 - i. **Issue Management**: working with project leaders to identify and support the management project-level issues that materialise; escalating significant issues to the Authority where required and identifying trends or merging issues that are impacting more than one project.
 - ii. **Report Monitoring**: efficiently tracking the reports expected, received, and overdue; securing late reports to mitigate wider impacts, and alerting the Authority to reporting shortcomings (late or sub-standard) so payments can be withheld if necessary.
 - iii. **Project Budget Management**: monitor project finances, including the total awarded, matched funding, quarterly breakdown of budgets, spend to date and claims submitted.
 - iv. **Project Change Requests:** Track requests to make financial and non-financial Project Change Requests, and their approval/refusal.
 - v. The Portfolio Tracking Tool should be presented in an accessible and informative manner, for example as a dashboard, to enable efficient and agile management of the portfolio to strengthen performance.
- d) The contractor will need to take over and fully understand information and knowledge on existing and past projects in order to be able to answer questions from the Authority and Lead Partners. The existing contractor will be on hand for a period of up to two months (the transition period) in order to facilitate this if necessary

21. Project Database

- a) In response to the Technical Questionnaire, the Contractor will also need to demonstrate the capability and capacity to take on a very large database which contains around 20,000 documents and, aside from providing a library, is also a daily resource point for queries and communication.
- b) The Contractor will maintain, update, refresh and develop, (within available resources) the database of historical, live project data and reports as a core resource for the Funds; in accordance with user capabilities, accessibilities and government guidelines.
- c) Carry out periodic reviews of the database and its data, providing recommendations to the Authority to ensure its integrity, security, and efficiency.
- d) The Tenderer is asked to propose an approach to improve the contribution and value of the existing project database, improving the access and ability to extract historical and new evidence to deliver on the funds objectives to replicate and scale success. This could include new features and capabilities that capitalise on progress in information management, security and presentation since the database was designed.

Workstream 4: Financial management

- 1. **Pre-grant approval:** ensure that all projects meet <u>financial requirements</u> (http://www.darwininitiative.org.uk/assets/uploads/2014/05/Finance-for-Darwin-FINAL.pdf) to be a recipient of the proposed grant through the due diligence checks conducted in Workstream 1, to ensure that the recipient of funds is financially stable and is sufficiently competent to hold and manage the scale of ODA grant provided to them, and reporting to the Authority with recommendations to manage any identified risks.
- 2. **Administering funds to projects:** The contractor will have overall responsibility for the grant scheme ODA budgets, driving value for money at all levels, making payments to projects, and financial forecasting and reporting for the grant schemes and projects to the Authority.
- 3. For the avoidance of doubt, with regards to the disbursement of funding, a quarterly basis relates to fiscal quarters which run from:

Quarter 1: 01 April 30 June to Quarter 2: 01 July 30 September to Quarter 3: 01 October to 31 December Quarter 4: 01 January 31 March to

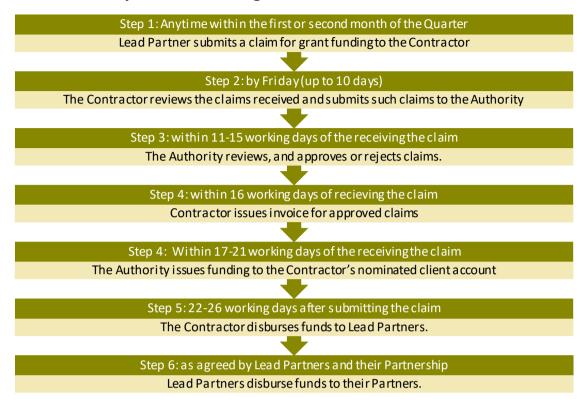
- 4. The contractor will be responsible for making accurate and timely payments to grant recipients for all existing and new projects in line with agreed monitoring and payment processes. Once scaled, the total funds disbursed under the Darwin Initiative, Darwin Plus, and the Illegal Wildlife Trade Challenge Fund will be significantly more than currently. In total, we anticipate that this will represent up to around 1,000 individual domestic and international payments to projects per year.
- 5. The payment process is currently under review, but the following outline is the proposed approach.

Payment Processing:

- 6. Each Lead Partner can only submit a single claim in the quarter, for total value of work to be delivered in that quarter. The Lead Partner is responsible for disbursing funds to downstream Partners, where needed, ensuring that all payments are made according to the Terms and Conditions of the funding.
- 7. Payment processing will initially be conducted on a **weekly basis**; the Authority reserves the right to adjust the payment processing frequency to fortnightly or monthly which may require additional adjustments to the payment process.
- 8. The Contractor will submit to the Authority in advance, on a weekly basis, the validated and error free project claims. The **Claim Submission** will:
 - a) provide all necessary detail required by the Authority to provide assurance that **each project claim is error free and has been checked by the Contractor** against agreed budgets, Change Requests, suspensions, and previous claims, and is accompanied by evidence to confirm this, including the validated and error free grant claim forms (scanned and sent by email).
 - b) be accompanied by a **signed declaration** from the Contractor
 - c) be submitted on **Friday each week**.
- 9. The Contractor shall manage any **payment suspension** to projects if required by the Authority.
- 10. The Contractor is responsible for adjusting each total claim for any outstanding balance in the Contractor's client account resulting from any underpayments and overpayments to projects. Any outstanding unpaid funds will be returned to the Authority at the end of each financial year. The Authority reserves the right to request repayment of outstanding funds unpaid to projects at any other time.

- 11. Once the Authority has approved the claims, the Contractor will submit an **Invoice** for payment to hold on account for the purpose of paying these claims. Any unapproved Claims will be returned to the Contractor to be resolved separately.
- 12. The Authority will issue payment to the Contractor's client account in a timely manner after the breakdown of claims is received and the Authority is satisfied.
- 13. In making these payments to Lead Partners, the Contractor will ensure that all payments are fully accounted for and reported, as per the Authority's requirements. Examples of reporting information needed by the Authority will include information on payments by fund, grant scheme, date, project, country, and any prepayments or accruals. This is an incomplete list, and the Authority reserves the right to ask for additional information on these payments as required.
- 14. When making payments, the contractor will also:
 - a) provide assurance that all money has been paid to the intended recipient by way of a copy of the **bank statement** for this the separate contractor account.
 - b) disburse payments to projects only on receipt of validated grant claim forms and disburse the payment within five working days of receiving the funding from the Authority, to the Lead Partners.
 - c) Project implementers bear the **foreign exchange risk**, as payments are made in the pre-agreed sterling amount and converted during transfer or by project.
 - d) not pay projects in advance of operational or commercial need beyond the quarter.
 - e) retain project and payment records for a minimum of **7 years after termination of each project**. Both the Authority and the Government Internal Audit Agency (GIAA) will need full access to grant documents and financial transaction information and shall have the right of access to complete audits at the contractor's premises if necessary.
- 15. The Contractor shall provide the Authority with a full record of the payments transacted within **5 working days** of the payments leaving their account.

Overview of the Payment Processing Schedule



- 16. Subject to clause A3, Appendix B, Authority's Condition of Contract, the Authority will authorise the Contractor to act as an administrator for the limited purposes of holding, receiving and disbursing funds on behalf of the Authority and will remain in full force until expiry or termination of the Contract.
- 17. The Contractor shall, if required by the Authority obtain and maintain client insurance to the level specified by the Authority.
- 18. The Contractor will be responsible for resolving any incorrectly executed payments to Lead Partners. If the error results in receipt of fewer funds than the Lead Partners were entitled, the Contractor will be solely responsible to credit the Lead Partners' account for the difference within 10 working days after identification of the error. If the error results in receipt of more funds than the Lead Partners were entitled, the Contractor will recover the payment from the Lead Partners under the Grant Funding Agreement. If the Contractor fails to recover such overpayment from the relevant Lead Partner, then it will be responsible for reimbursing the relevant amount to the Authority.

Financial reporting and assurance

- 19. The Contractor will be responsible for the provision of financial management information and up-to-date forecasting. Each month, on the 2nd Friday, the Contractor will provide a **Monthly Financial Report** that covers:
 - a) **Financial activities** for the previous calendar month including payments by fund, grant scheme, date, project, country, and any prepayments or accruals.
 - b) **Forecasting** involves actual and forecast quarterly project spend on a detailed spreadsheet, broken down by fund (Darwin, IWTCF, Darwin Plus), by grant scheme, by project and by ODA eligibility (for Darwin Plus) on both a cash and resource accounting basis. This will fully account for the impact of any financial project Change Requests (see Workstream 3).
- 20. The contractor will respond to:
 - a) Ministerial Parliamentary Questions responded to within working 3 hours.

- b) Urgent Requests responded to within 3 working hours, for example sample requests from the National Audit Office and GIAA, with agreed action or resolution plan within 2 working days.
- c) Routine financial requests within 2 working days, with agreed action or resolution plan within 5 working days.
- 21. The Contractor will be responsible for ensuring that payments to projects are free of error (actually incurred in period, spent for the purposes of the project, arithmetically correct, eligible), and will carry out risk-based spot audits at their own expense at least once annually.
- 22. The Contractor will also carry out the following activities to give assurance over project activities and payments:
 - a) Ensure that **all grantees fulfil auditing and assurance on time and to the quality required** by the Terms and Conditions of the grant, to confirm that the funds provided were spent on a basis consistent with project objectives
 - b) The contractor must carry out desk-based **spot audits** on 5% of the live projects per annum, summarising and reporting to the Authority its findings and recommendations in the **Spot Audit Report**.
 - c) The contractor must carry out desk-based audits on completion of all projects and annually for large projects (grant value >£1m). These involve a check that the reports reflect the aspirations of the project in the logical framework, as well as an assessment of whether the report holds any apparent risks either to the funds, or to the Authority. These might be around their apparent suitability for publication on the websites, or whether they appear to have achieved their objectives or not. In cases of doubt, reference will always be made to the Authority.
- 23. Any instances of incorrect project claims, or of projects not complying with the terms and conditions of the award must be flagged to the Authority within 24 hours of the contractor becoming aware that there is a problem or has reasonable grounds for believing that there might be a problem. The contractor must not alert the suspect if fraud is suspected, and must not remove, interfere with or attempt to gather evidence. The contractor will deliver a comprehensive counter fraud strategy that includes proactive internal and external measures such as regular training, awareness raising and wide access to a confidential whistleblowing mechanism, that is proportionate to the risks faced, and share with the Authority on request. The Authority reserves the right to independently audit the contractor if deemed necessary. The Authority welcome ideas in tender responses on how fraud risk can be cost effectively managed and mitigated.
- 24. In response to the Technical Questionnaire, the Contractor is asked to specify a suitable approaches and tools to ensure high-quality financial management, including value for money, by:
 - a) overseeing project budgets,
 - b) conducting spot audits on live projects to ensure ODA funds are being used in accordance with terms and conditions of the award, including assessing counter fraud controls.
 - c) auditing concluded projects against their own and the Fund objectives.
- 25. The Contractor will provide a **Financial Helpdesk** function, responding (within 2 days of receipt) to queries either substantively or acknowledging receipt by email.

Workstream 5: Building and Applying Evidence

1. An important objective of the funds is to generate evidence and refined best practices, based on robust analysis of the portfolio and projects. How the funds monitor, learn and respond to evidence needs to be agile, systematic and strategic. This is largely equivalent to monitoring, evaluation and Learning (MEL), but with an ambition to apply evidence regularly and rapidly.

- 2. The **Results Frameworks** for the funds are currently under development and is expected to be rolled out in early 2022. Each fund is expected to include c.30 standardised indicators that have the potential to be easily applied, quality assured, aggregated and reported at the fund level, with a subset aggregating into the portfolio KPIs.
- 3. Tenderers are required to submit an outline how they would roll out a new results framework to an established portfolio, including supporting guidance and/or materials to support its adoption.
- 4. **Understanding early indicators** of which approaches are delivering on outcomes is essential to strengthening the delivery of active grants and informing the quality of future grant awards. Early indicators, or characteristics of project that have the early indicators, will be presented in the **Assessment Packs** provided to the Expert/Advisory Groups in an informative format to guide their assessments and strategic recommendations.
- 5. Tenderers are also required to submit an outline how they would identify **early indicators** of success to influence application assessments and/or outputs (for example, case studies, best practices, or evidence) that have greatest **potential to influence**, **scale or be replicated**, and then communicate them in an informative, engaging and accessible manner to stakeholders to enhance uptake and deliver on the fund outcomes, including:
 - a) The Authority, to inform strategic and programme decisions
 - b) The Expert/Advisory Groups, to strengthen the assessment of applications
 - c) Live projects, to strengthen performance, quality of outcomes, and their potential to scale
 - d) Potential applicants, to strengthen the quality of project proposals to deliver on the fund objectives
 - e) Wider stakeholders to replicate and/or scale successful approaches, refined best practices and learn from the funds
- 6. The Contractor will provide a **Project MEL Helpdesk** function, responding (within 2 days of receipt) to queries either substantively or acknowledging receipt by email.

7. Independent Evaluation

- 8. It is anticipated that a separate contract(s) will be let during delivery to cover the independent evaluation of the funds, either collectively or as individual funds. Due to a requirement for programmatic level evaluation to be undertaken independently from Grant administration, the Authority reserves the right to require that these are operated by a separate contractor to the one carrying out this contract, unless the organisation can conclusively demonstrate that it will be able to address any conflict of interest.
- 9. The successful tenderer for this contract must build in capacity for liaison with any independent evaluation contractor. This is likely to involve:
 - a) sharing of project documentation and reports; and
 - b) sharing knowledge of the project portfolio.

Workstream 6: Capability and Capacity Building

- 1. Linked for efficiency to the Communication Plan (Workstream 8), Capability and Capacity Building activities could also include but not be limited to the generation and delivery of:
 - a) Training tools, courses, and regional events.
 - b) Project management and monitoring best practice guidance, tools and workshops.
 - c) Technical best practice guidance, papers, and workshops (in-person and virtual).
- 2. From time to time, you will be requested to organise and facilitate workshops as required by the Authority. For the purpose of this tender please indicate ideas, approaches and the cost of holding a:
 - a) one two-day in-person workshop in the UK for new Project Leaders to introduce them to the fund and how it operates, and

- b) one 3-hour virtual workshop for applicants invited to submit a Stage 2 application to help them improve on their Stage 1 application.
- c) one half-day virtual-visit learning workshop for existing grant holders and interested parties, delivered in partnership with a UK Mission overseas and project partners.
- 3. Costs should include your time to make the arrangements for:
 - a) Making the logistical venue arrangements including refreshments, IT equipment and display boards, venue, and contacting attendees including issuing of invitations. Managing attendance lists and answering queries will be the responsibility of the Contractor.
 - b) Developing workshop content by making proposals to the Authority on programme and speakers for these events, securing and funding speakers and finalising the programme.
 - c) Facilitating the workshops by two people.
 - d) providing a workshop report detailing the purpose of the workshop, highlights and feature projects, workshop outputs, Q&A outputs, a summary of discussions and capturing qualitative feedback from attendees to the Authority within 5 working days.
- 4. The Contractor will provide a **Project Helpdesk** function, responding (within 2 days of receipt) to queries either substantively or acknowledging receipt by email

Workstream 7: Communication

- 1. Tenderers are required to provide an outline communications plan with key performance (SMART) indicators and milestones, to deliver on the following outcomes:
 - a) high-quality applications are received and funded, from a wide range of stakeholders, in line with the objectives of the funds.
 - b) Support for collaboration and scaling success is strengthened by generating and promoting sharing learnings and best practices.
 - c) Strong international understanding and visibility of the Funds, and UK's global role in supporting biodiversity goals.
- 2. The communication plan, whilst seeking efficiencies of a single approach for the three funds and high-level messaging, will seek to ensure strong branding and unique identity for each fund is developed and maintained.
- 3. In the delivery of the communication plan, the Contractor must work closely with the Authority to ensure timings and activities are agreed in advance.
- 4. The Contractor will support the development and maintenance of a core brief for each fund as part of the communication plan that can be used to provide consistent messages by the contractor, Authority and where appropriate by projects.
- 5. When requested, the Contractor will provide suggested text and project metrics to support briefings required by the Authority.
- 6. The outline communication plan should leverage the main milestones within the funding cycles including:
 - a) award of finance to successful projects.
 - b) promoting the launch of new rounds to raise awareness of the fund.
 - c) encouraging and supporting strong applications from a range of stakeholders (particularly in-country stakeholders) to ensure funds receive high quality, innovative and scalable applications.
 - d) sharing lessons learnt and best practices to support scaling.

- 7. Regular communication opportunities will also include Intergovernmental meetings (e.g. COP26) and annual global events (e.g. Earth Day).
- 8. The outline communication plan could include, amongst others, some of the following tools:
 - a) regular electronic themed newsletters for each Fund
 - b) an image library (with copyright details) for use by the Authority in producing communications materials
 - c) a social media presence including: Twitter, LinkedIn, Facebook and Instagram
 - d) website for each Fund, including a community of practice(s) and an online learning platform to publish outcomes and learnings
 - e) Case Studies, and Best Practice Guides
 - f) Virtual visits (geographic or thematic)
 - g) Side events at global fora
 - h) Short films, including computer animation, interviews or project generated materials
 - i) Mobile and/or microsite apps and tools
- 9. The Contractor will provide a **Project Communications Helpdesk** function, responding (within 2 days of receipt) to queries either substantively or acknowledging receipt by email.

Workstream 8: General contract management requirements

- 1. The Contractor will have regular contact with the Authority to provide updates on progress throughout the year. At busy times of the year, daily or weekly phone calls may be required.
- 2. The Contractor will need to strongly demonstrate the capability and capacity to deliver ODA to the expected standard.
- 3. The Contractor will need to be able to respond to questions and requests from the Authority within agreed timeframes:
 - a) Information for Ministerial Parliamentary Questions responded to within working 3 hours.
 - b) Urgent Requests responded to within 3 working hours, with agreed action or resolution plan within 2 working days.
 - c) Routine requests within 2 working days, with agreed action or resolution plan within 5 working days.
- 4. **Technical Advice**: From time to time the Authority may require *ad hoc* technical advice or briefing on issues arising from new or proposed developments to the funds or specific one-off tasks. Please provide a daily cost for providing this advice from people who have extensive knowledge of the funds, with expertise in biodiversity, illegal wildlife trade and the links to poverty reduction.
- 5. The Contractor will be supervised by an official from the Authority who will act as nominated officer for the Fund, in liaison with the Senior Responsible Officers of each individual fund. The Contractor shall nominate an officer to be responsible for the contract.
- 6. Supported by insightful analysis of up-to-date information presented in an accessible format and captured in written updates shared in advance by the Contractor, regular meetings on agreed dates will support the monitoring of delivery performance and the management of risks to inform, adjust and refine programme delivery to support agile, efficient and effective management of the funds.
- 7. These are likely to include:
 - a) **Fortnightly Meetings** structured around the Issues Log/Dashboard (shared a day in advance) and focussed mainly on immediate short-term priorities and activities.

- b) **Quarterly Contract Meetings** with a performance report and dashboard with an overview on applications, project reporting, finances (forecasts, claims, change requests), risks registers and agreed contract KPIs. The Contractor will be responsible for agreeing dates, drafting the agenda for and producing a note of the quarterly contract management meetings.
- c) The Contractor will develop and maintain a Risk Framework with risk registers for each fund and the Contract in line with the HMG Orange Book (https://www.gov.uk/government/publications/orange-book), using a template to be provided, and discussed with the Authority at the Quarterly Contract Meeting.
- d) An **Annual Fund Review**, for each individual fund, to the Authority by the end of May each year providing a detailed report on:
 - i. Activities conducted under each Workstream
 - ii. Performance against agreed Fund Output Indicators
 - iii. Financial Report, including Change Requests received
 - iv. Value for Money Assessment
 - v. Risk Framework and Issue Register
 - vi. Results Framework, including an updated Logframe
 - vii. Project Portfolio Dashboard, an overview of live projects status with agreed disaggregation
 - viii. An overview of the Rounds delivered, including a breakdown and analysis of applications received (disaggregated by agreed characteristics) and list of successful projects
- e) An **Annual Fund Manager Report**, by the end of May each year providing a detailed report on:
 - i. An overview synthesis of annual fund reports
 - ii. Performance and delivery against the Contract KPIs
 - iii. All areas of the contract not covered by the annual fund reports

Part 3: Other useful information

1. The forms and guidance for the current funding round for all grant schemes can be found on the websites:

Darwin Initiative <u>www.darwininitiative.org.uk</u>
 IWT Challenge Fund <u>iwt.challengefund.org.uk</u>
 Darwin Plus <u>dplus.darwininitiative.org.uk</u>

- 2. Contractors are strongly advised to visit fund websites to appreciate the differences between the funds regarding the application forms, reporting formats and guidance which will form a basis for costing the activities to be included in the tender.
- 3. Additional information (not available on the website) is also available with this ITT:
 - a) Annex 1 Example of Metadata required for the sift meetings.
 - b) Annex 2 Flow diagrams of the application process per grant scheme type.
- 4. The successful Contractor may be required to respond to parliamentary questions if requested by the Authority and will be required to prioritise responses to these questions and respond within 3 hours of receipt.

Handover Arrangements for the Initial Contract Period

- 5. The successful tenderer (if not the current incumbent) should note that Capacity to take part in a handover process is essential. This will include:
 - a) Working with the current incumbent to ensure a comprehensive understanding of Darwin and IWT Challenge Fund processes and procedures.
 - b) Making arrangements with the current incumbent for the transfer of management of the Darwin and IWT challenge fund current project database and related information.
 - c) Considering the implications relating to the point in the annual cycle that that the handover is likely to occur for Darwin and the IWT Challenge Fund.
 - d) The contractor will be expected to pay for travel and subsistence associated with any trips to Edinburgh. All travel and subsistence associated with this contract should be in line with the Defra travel policy, a copy of which can be provided on request.

Key Personnel to be assigned to Contract Delivery

- 6. Please identify those individuals who will fulfil the following contract roles:
 - a) **Contract Director** accountable for all aspects of governance, meeting objectives, delivering the outcome and realising the benefits of International Biodiversity Funds, reporting to the Authority.
 - b) **Programme Manager** will be directly responsible for the performance of the team members, meeting with them regularly to review progress, issues and results against the contract, taking on responsibility for risk management, liaison with the Authority and the identified deliverables.
 - c) **International Biodiversity Funds Administrator(s),** acting as the first point of contact for applicants and grant holders, and providing the day-to-day fund delivery of the workstreams for:
 - i. Darwin Initiative
 - ii. Illegal Wildlife Trade Challenge Fund
 - iii. Darwin Plus

- d) **Finance Director** will be accountable for the financial management and payments system (Workstream 4), and the on-going development of efficient and effective systems to deliver value for money for the Authority, manage the financial risks, and provide the Authority with the assurance on the quality of the financial management at the project, fund and programme level. The Director will need to demonstrate the capability and capacity to manage ODA finance.
- e) **Monitoring, Evaluation and Learning (MEL) Technical Adviser** managing the MEL processes (Workstream 5), feeding into the adoption of uptake of MEL findings throughout and beyond the programme, providing technical guidance to projects, and the assessing the MEL approach set out in applications.
- f) **Communication Officer** developing and delivering the Communication Plan to support the communication outcomes (Workstream 7), and supporting the MEL Technical Advisor in the dissemination of learnings
- g) Associate consultants to provide additional Technical Advice/Support on an ad hoc basis as required.

Changes to Team Structures

- 7. If there are staff changes, the Contractor will ensure that replacement staff have the capabilities of the incumbent staff detailed above. The Contractor will be responsible for ensuring sufficient handover and knowledge transfer between outgoing and incoming consultants. No increase in consultant daily rates will be granted in relation to:
 - a) consultants being promoted internally
 - b) changes in personnel on the project team.

Governance and Contract Management

- 8. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 4 and Section 5.
- 9. The Contractor shall participate in 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.
- 10. 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.
- 11. The Contractor will be responsible for agreeing dates and drafting the agenda for and producing a note of the review meetings.

Efficiencies and Continuous Improvement in service lifetime

- 12. During the term of the Contract, the Contractor shall look to develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the awarded Contract.
- 13. The Contractor shall have an ongoing obligation throughout the Term of Contract to identify new and potential improvements to the Services which shall include, but are not limited to:
 - a) New and evolving relevant technologies which could improve the Services.
 - b) New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services.
 - c) Changes in business processes and ways of working that would enable the Services to be
 - d) delivered at lower costs and /or at greater benefits to the Authority.

- 14. 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.
- 15. The Authority shall share with the Contractor 5% of any annual savings resulting from implemented changes proposed by the Contractor as outlined above. This will be administered by formally varying the contract to reflect the reduction in costs, minus the agreed percentage saving to be retained by the Contractor. For example, if a proposed change is implemented and results in an annual cost reduction of £50,000, the Contract will be varied to reduce the fixed cost element of the contract by £47,500. For cost reductions occurring in-year, the annual cost will be reduced on a prorate basis.

Performance Management

- 16. Contract Key Performance Indicators (KPIs) are essential in order to align Fund Manager 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.
- 17. The use of a strong service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Authority.
- 18. The proposed KPIs are set out in Section 4 and Section 5.

Travel and Subsistence

- 19. All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy (see Appendix), should strike an appropriate balance between the costs and the benefits, taking into account cost, convenience, carbon emissions and care of staff.
- 20. If possible, travel should be avoided, using a more sustainable and cost-effective means of achieving the business objective such as telephone or web conferencing.
- 21. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rated be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

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

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year	
Private cars and vans – no public transport rate*	45p	25p	
Private cars and vans – public transport rate	25p	25p	
Private motorcycles	24p	24p	
Passengersupplement	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.

UK Subsistence (Bed & Breakfast)

Location	Rate
London (Bed and Breakfast)	£130 per night
Bristol	£100 per night
Warrington	£90 per night
Reading	£85 per night
All other UK locations	£75 per night

^{**} Under HMRC rules this expense is taxable.

Annex 1. Summary of Delivery and Costing Requirements (Delivery Table)

Workstream & Annual Estimated Annual Activity	Pricing	Pricing References	Deliverable (To Authority from Contractor)	Supporting evidence (Reporting requirement: to Contractor from recipient of funding)
 General Daily Rates Contract Director Programme Manager Fund Administrator(s) Darwin Initiative Illegal Wildlife Trade Challenge Fund Darwin Plus Finance Director M&E/Technical Adviser Associate Consultants 	Please provide the daily rate, and grade for each postholder that you would charge to carry out the activities of this contract.		This will form the basis of all other costs.	
Workstream 1: Application Process				
Darwin Initiative Application Process from the initial Call through to the completion of award paperwork and setting up new projects, including due diligence for: Two Stage Applications with 400 Stage 1 applications, and 100 Stage 2 applications. Single Stage Applications: 100 Applications for Capability & Capacity 50 Applications for Innovation	Fixed price per application processed and assessed by the Fund Manager, due diligence for an annual requirement, indicated in the workstream column. For the purposes of evaluation, total cost will be based on estimates provided in workstream column. Indicative costs will be required for additional 10% applications in each		Payment will be quarterly in arrears, based on number of completed applications as evidenced in a written report. Deliverables include: Assessment Pack Conflicts of Interest Register Sift Pack	N/A

50 Applications for Extra Resulting in setting up 65 new grants per annum Project Helpdesk: Resourcing for 25 email queries and 20 phone queries per month should be factored into costs. Fund Manager Assessments (including poverty reduction, gender and MEL) 300 assessments per annum Due diligence and Finance Classification of new grants, 65 per annum. IWT Challenge Fund	grant scheme as a basis for future variations.	 Recommendation Note Due Diligence and Finance Classification Report Offer Log Draft Pre-Grant Application Form
Two Stage Applications: 200 Main: Stage 1 60 Main: Stage 2 Single Stage Applications: 60 applications Resulting in setting up 35 new grants per annum Project Helpdesk: Resourcing for 15 email queries and 10 phone queries per month should be factored into costs. Fund Manager Assessments (including poverty reduction, gender and MEL) 120 assessments per annum Due diligence and Finance Classification of new grants, 35 per annum.	Fixed price per application for an annual requirement, indicated in the workstream column. For the purposes of evaluation, total cost will be based on estimates provided in workstream column. Indicative costs will be required for additional 10% applications in each grant scheme as a basis for future variations.	Payment will be quarterly in arrears, based on number of completed applications as evidenced in a written report. Deliverables include:
Darwin Plus Two Stage Applications: • 60 Main: Stage 1	Fixed price per application for an annual requirement, indicated in the workstream column.	Payment will be quarterly in arrears, based on number of

 35 Main: Stage 2 Single Stage Applications: 25 applications Resulting in setting up 35 new grants per annum Project Helpdesk: Resourcing for 10 email queries and 5 phone queries per month should be factored into costs. Fund Manager Assessments (including gender and MEL) 60 assessments per annum Due diligence and Finance Classification of new grants, 35 per annum. 	For the purposes of evaluation, total cost will be based on estimates provided in workstream column. Indicative costs will be required for additional 10% applications in each grant scheme as a basis for future variations.	completed applications as evidenced in a written report. Deliverables include:
 Workstream 2: Expert/Advisory Groups Darwin Expert Committee Maintain up to date details of X members Support 3 meetings per annum, including reimbursement of expenses New Member Recruitment and Inductions (4 per annum) 	Fixed price based on annual requirements as specified in workstream column. For the purposes of evaluation, total cost will be based on estimates provided in workstream column.	Payment will be quarterly in arrears. Deliverables include: • Draft Recruitment Pack • Interview Pack • Expert/Advisory Groups Member Handbook
 IWT Advisory Group Maintain up to date details of X members Support for 3 meetings per annum, including reimbursement of expenses New Member Recruitment and Inductions (4 per annum) 	Fixed price based on annual requirements as specified in workstream column. For the purposes of evaluation, total cost will be based on estimates provided in workstream column.	Payment will be quarterly in arrears. Deliverables include: • Draft Recruitment Pack • Interview Pack • Expert/Advisory Groups Member Handbook

Darwin Plus Advisory Group Fixed price based on annual Payment will be quarterly in requirements as specified in workstream arrears. • Maintain up to date details of X members column. • Support for 2 meetings per annum, including Deliverables include: For the purposes of evaluation, total cost reimbursement of expenses • Draft Recruitment Pack will be based on estimates provided in • New Member Recruitment and Inductions (2 Interview Pack workstream column. per annum) • Expert/Advisory Groups Member Handbook Workstream 3: Project Management **Fixed price** for this workstream based on Payment will be quarterly in Contractor to obtain similar **Project management** including: arrears, based on number of set of reports for individual annual requirements as specified in • Assess Project Change Requests (approx. X per workstream column. completed reports as evidenced projects: annum) in a written report. Also to identify (from within that • Mid-Year Reports, Project Helpdesk: Resourcing for 20 email gueries amount) the **unit cost** of dealing with: Deliverables include: and 5 phone gueries per month should be factored Annual Reviews into costs. • desk-based quality assurance of a Portfolio Tracking Tool • Final Reports mid-year **Project reporting** including: • Scored Annual Reviews and • desk-based quality assurance of an Final Reports In-year monitoring annual review Mid-Term Reviews • Quality assure Mid-year Reports (200 live • desk-based quality assurance and projects) assessment of a final report. • Quality assure and score Annual Reviews (200 Within the total amount can you please live projects) indicate the **stand-alone annual cost** of • Quality assure, assess and score Final Reports the Project Database management. (70 reports per annum) • Mid-Term Reviews of projects (20 reviews per annum) • Project Database: annual maintenance and review Please see current reporting formats at www.darwininitiative.org.uk/resources-forprojects and completed examples are available

from the project database

Workstream 4: Financial Management				
 Financial Management Payment processing for project claims (for 200 live projects) Report and Assurance Monthly Financial Report, including Forecasting Desk-based audits of: Spot Audits on 5% live projects per annum. Annual Audits from projects with >£600k grants (10 projects in first year, rising by 10 each year) Final Reports for 70 completed projects per annum. Project Helpdesk for Financial queries: 25 email and 20 phone queries per month should be factored into costs. 	Fixed price based on annual requirements as specified in workstream column. Within the total amount can you please indicate the unit cost of desk-based audits of: Spot Audits Annual Audits Final Reports	Authority, Authority, review acc produced, monthly for Payment w arrears, ba financial ac evidenced Deliverable Monthle Authori Forecas	will be quarterly in ased on number of ctivities completed as din report. Justice in the second of	Reports for individual projects: Quarterly Claims Annual Financial Reports Final Reports
Workstream 5: Building and Applying Evidence				
 Agile programme management supported by: Identification portfolio and project level early indicators of success to influence application assessments, and strengthen replicable and scalable outputs Annual Results Collection to collect, quality assure, aggregate and report standardised indicators for each fund Project MEL Helpdesk function for projects (10 email queries per month) 	Fixed price based on annual requirements as specified in workstream column.	arrears, bacompleted invoicing. Deliverable contriberack	ution to Assessment Results Collection	Reports for individual projects Annual Reviews Final Reports

Workstream 6: Capability and Capacity Building

To include costs for delivering:

- 2-day in-person new Project Leaders Workshop
 30 attendees
- 3-hour virtual workshop for applicants invited to Stage 2.
- half-day virtual-visit learning workshop.

These should cover:

- Making logistical arrangements
- Agreeing speakers/presentations
- Developing workshop programme & content
- Facilitation of workshop
- Providing report and capturing feedback

Project Capacity & Capability helpdesk function for projects (25 email queries per month)

Fixed unit price for each workshop as specified in workstream column.

- 2-day in-person Workshop
- 3-hour virtual workshop
- half-day virtual-visit

Contractor to produce summary of attendee feedback for review by Authority

Costs and arrangements to be pre-agreed with the Authority to ensure prices are captured/approved prior to spend.

Full breakdown of workshops cost to be provided in support of quarterly invoices.

Payment will be quarterly in arrears, based on pre-agreed activity completed as evidenced in Workshop Report.

Contractor to obtain formal and structured feedback from workshop attendees, giving their level of satisfaction with all technical and logistical matters and suggestions for improvements

Workstream 7: Communication

Communication Planto deliver:

- 10-page Newsletter (6 perannum)
- 800-word Case Study (30 per annum)
- 10-page Best Practice Guide (10 per annum)
- Management of fund websites (updated weekly)
- Weekly Social media updates (on 4 platforms) for each fund
- Curate Image Library of project generated photos (>250 high quality images perannum)
- 5-min computer animation film (6 per year)
- 5-min talking head film (4 per year)

To identify the **unit cost** of developing, maintaining and delivering the Communication Plan.

Within the cost of the Communication Plan, the **stand alone** and **unit cost** for each communication product as specified in the workstream column.

Payment will be quarterly in arrears, based on activity completed as evidenced in report.

Deliverables include a range of communication products as specified in the workstream column.

Contractor to obtain formal and structured feedback from a sample of recipients/visitors, giving their level of satisfaction with all products and suggestions for improvements

Comms helpdesk function for projects (20 email queries per month)			
Workstream 8: General Contract Management			
 Quarterly Contract Meetings Risk Framework Annual Fund Manager Report Annual Fund Review, for each fund Ad hoc Technical Advice (2 day's work per month at technical adviser level for one-off tasks agreed in advance with the Authority) 	Fixed price based on annual requirements as specified in workstream column. Within the cost of the Workstream, the daily rate for the ad hoc Technical Adviser should be given.	Authority contract manager to assess adequacy of liaison processes. Attendance to be detailed on quarterly invoice. Payment will be quarterly in arrears, based on number of meetings attended as evidenced in report. Deliverables include: Quarterly Meeting Note Annual Fund Manager Report Annual Fund Reviews	N/A

Annex 2. Core Application Information

The spreadsheet for use by Expert/Advisory Group Sift meeting must be presented **in score order** and include the following information:

Core Application Information:

- Application reference (assigned by Contractor)
- Project title
- Project Summary
- Lead Partner
- Country location of Lead Partner
- Project location (Country(ies)
- Biome(s) (Darwin Initiative)
- Pillar(s) (IWT Challenge Fund)
- Total cost of the project
- Matched Funding (secured only)

Application Assessment Information

From the Contractor:

- Poverty Reduction Assessment, score (1-6) and narrative
- Monitoring and Evaluation Plan Assessment, score (1-6) and narrative
- Approach to Gender Equality, score (1-6) and narrative
- General comments on the application including any financial concerns
- Major/Severe risks identified by the applicant or Contractor

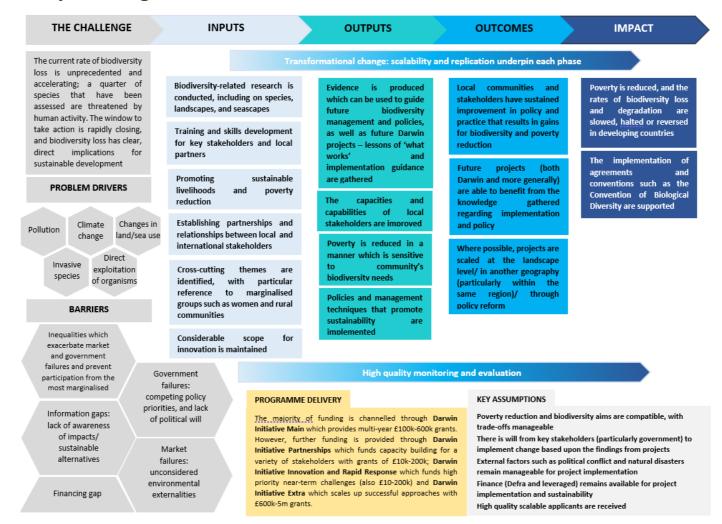
From the Expert/Advisory Group:

- Name of reviewers (usually three for each application)
- Reviewer's scores (1-6) for each category, and sum scores
- Reviewer's narrative for each category

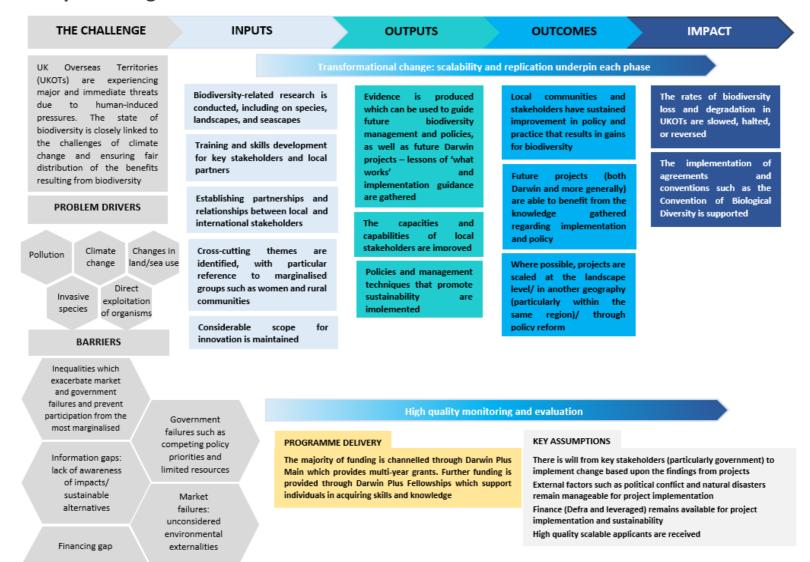
The Authority may review and revise the Core Application Information.

Annex 3. Theories of Change for the funds

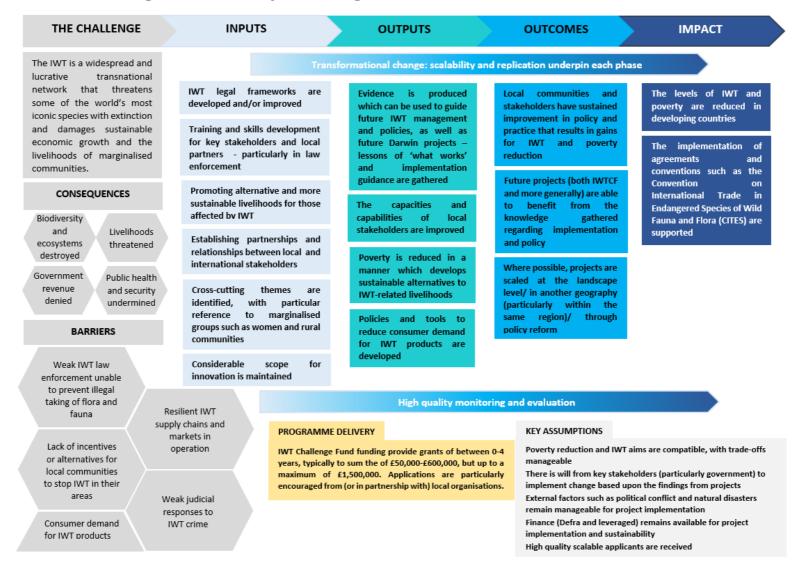
Darwin Initiative Theory of Change



Darwin Plus Theory of Change

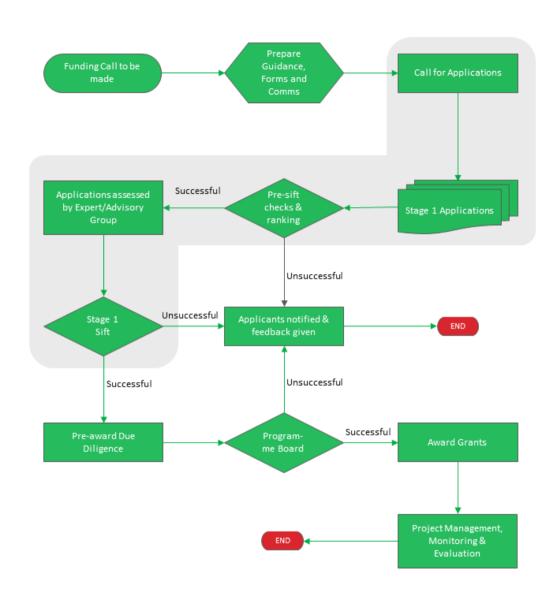


Illegal Wildlife Trade Challenge Fund Theory of Change

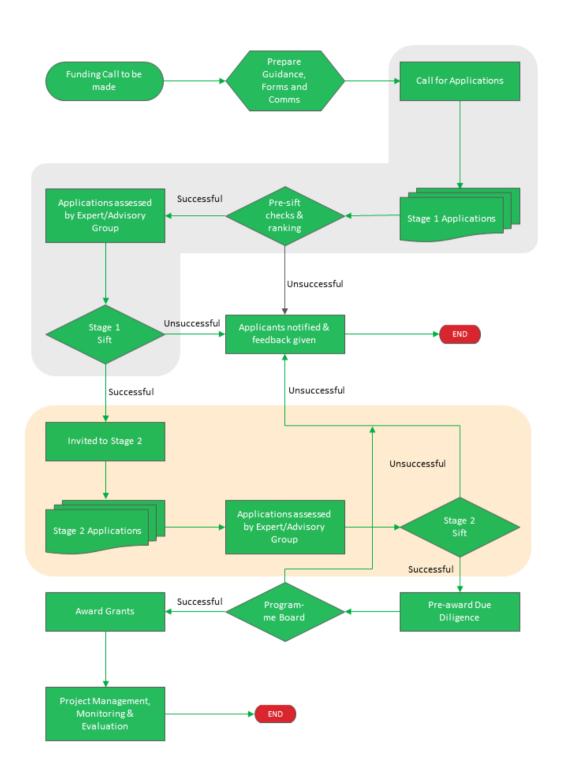


Annex 4. Application Round Processes:

Single S



Two-Stage Application Process



Annex 5. 2021/22 Indicative Timetable

			Darwin Initiative		Darwin Plus	IWT Challenge
			Main Grants	Capability & Capacity,	Main Grants	Fund Main Grants
				Innovation, and Extra,		
		2				
	₽0	9				
	Aug	16				
		23			0.11.6	
		30	0.11.6		Call for applications	
		6	Call for applications			
	Sept	13 20				
	ν	27				
		4				
\vdash	١	11			Application Assessment	
2021	Oct	18				
7		25	Application Assessment			Call for Applications
		1			Sift Meeting	
		8		Call for applications	Siltiviceting	
	No No	15	Sift Meeting			
	z	22	Sirciviceding			
		29				
		6				
	ں	13			Stage 2 Application	Application Assessment
	Dec	20	Stage 2 Application		Development	P P P P P P P P P P
		27				
		3		Application Assessment		
		10	Development			
	Jan	17	·			Sift Meeting
		24				
		31			Application Assessment	
		7		Sift Meeting		
	Feb	14	Application Associated			
	표	21	Application Assessment		Sift Meeting	Stage 2 Application
		28		Due Diligence &		Stage 2 Application Development
		7		Grant Offers Made		Development
	Mar	14	Sift Meeting	Grantonersiviade		
	Į≥	21			Due Diligence &	
2022		28			Grant Offers Made	
20		4		Projects Start		Application Assessment
	Apr	11	5 5 7 7			r p
	٩	18	Due Diligence &			
		25	Grant Offers Made		Duningto Class	C:Et Nacotion
		2			Projects Start	Sift Meeting
	æ	9				
	Мау	16				
		23	Drojoota Ctart			Due Diligence &
		30 7	Projects Start			Grant Offers Made
	a)	14				
	June	21				
		28				Projects Start
		20			l	Frojects start

Annex 6. Due Diligence Assessments - Lead Partner Review

Background

- 1. Lead Partner Reviews ("LPR") seeks to inform the decision regarding a prospective Lead Partner's suitability to receive grant funding from the Authority; it will assess the appropriateness of the organisation, their expected effectiveness, the risk of failure to deliver and, if necessary, mitigating actions that can be taken.
- 2. A LPR considers the management structures, policies, and procedures of a prospective Lead Partner to ensure that prospective Lead Partner can facilitate effective, efficient and appropriate delivery of the activities and objectives of the project.
- 3. In cases where a Lead Partner fails to reach the requirement standards, the Authority may either postpone issuing a Grant Agreement whilst the organisation works to meet the minimum standards or withdraw an offer of grant funding.

Principles in Practice:

- Responsible and Accountable: effective risk-based due diligence provides assurance that public funds are being spent to maximise impact and value for money. It can help improve performance by identifying and appropriately responding to risks.
- *Context-specific*: it is important to understand the capacity and capability of the partner to deliver in the context that they are operating in.
- Evidence-based: Due diligence critically analyses a range of evidence including policies, processes, controls and financial information to inform decisions on each partner and provides an opportunity to identify and share lessons and good practice internally and externally.
- *Proportionate and balanced*: assessment scope and depth depends on a range of criteria, including risk appetite, programme size and complexity programme, value, inherent risks, availability of evidence, programme objectives, timeline (urgency) and any history with the partner.
- *Transparent*: Due diligence helps us fully understand what we are investing in. This can help in being transparent with the public. Due diligence also helps assess whether partners have the capacity and capability to be transparent too.

Types of Lead Partner Reviews

4. International Biodiversity Challenge Funds make use of two types approaches:

Full Lead Partner Review

- This is used when a Lead Partner does not have a valid LPR from the International Biodiversity Challenge Funds.
- A Full LPR is considered to be a valid where a Full LPR has been conducted in the last 3 (THREE) years of the start date.

Light Touch Lead Partner Review

- This is used when a Lead Partner has a valid Full LPR.
- In such cases a lighter touch LPR covering just some of the five pillars is required.

Process

- Following selection of a Lead Partner following the funding round, Defra will determine whether a full or light touch LPR is carried out. In each case, Defra will determine in consultation with the Fund Manager which pillars will be assessed, and in what detail, based on information from the scope of any due diligence conducted previously.
- 6. It is the responsibility of the Lead Partner to ensure due diligence is supported and evidence requested from itself or from any of its Partners is provided.
- 7. The Fund Manager will undertake LPRs on Lead Partners covering some or all of the assessment pillars below, as determined by Defra. Assessment of these pillars must be appropriate and proportionate to the size and level of risk of the Lead Partner's project proposal and to the specific context where the Lead Partner operates. Assessment of Lead Partner's downstream due diligence processes must also take this approach, recognising that operational standards and management strategies are context specific.
- 8. The Fund Manager will produce a LPR report to be sent to Defra which will include all detailed findings covering each of the assessment pillars such that Defra is able to determine whether Lead Partner has met the required standards for each pillar, and potentially to identify which areas require further action to meet the required standard. The Fund Manager will include in the LPR report their own as sessment of the strengths and weaknesses of the Lead Partner for each pillar, but it is for Defra to decide whether the Lead Partner has met the required standards and which areas require further action to meet the required standards.
- 9. Only Lead Partners that have either of the following will be awarded a grant:
 - A. Fully met the standards expected with no recommendations; or
 - B. Fully met the required standards expected subject to recommendations being accepted and a plan being in place to action within a reasonable timeframe, including after the grant agreement is signed.
- 10. In both cases, the Defra shall determine if a Lead Partner is awarded a grant following completion of the LPR; Defra may decide to postpone issuing a grant if the Lead Partner fails to meet the minimum standards.
- 11. The LPR process should be conducted in a participatory and collaborative manner with the Lead Partner. The Lead Partner should be given the opportunity to review and respond to the LPR report before it is finalised. Where areas requiring additional action to meet the required standards have been identified, the Lead Partner will produce their own plan to make the required changes, with guidance and support from the Fund Manager.

Assessment Pillars

12. A LPR consists of assessing all or some of the following five pillars (see table below); the following subsections provide further detail required what each pillar seeks to assess.

Pillar		Assessment Activity
1.	Governance and	Assessment of responsibility, accountability, and structures in the organisation
	Control	
2.	Partner Deliverability	Assessment of capability and capacity to deliver
3.	Financial Stability	Analysis of accounts, financial rigour, and viability
4.	Downstream Partners	Assessment of due diligence processes, contract management/monitoring, and
		processes for monitoring and dealing with fraud, bribery and corruption
5.	Partnership Behaviour	Assessment of capacity to promote environmentally and socially responsible behaviours, including gender equality and safeguarding of vulnerable people

Pillar 1: Governance and Control

- 13. Corporate Governance encompasses a variety of measures and is the system by which organisations are directed and controlled therefore questions should be designed to gather assurance about the oversight structure and its effective operation.
- 14. Pillar 1 will address questions along the lines of:
 - Review the CVs of senior staff have any senior posts been vacant for more than six months? (this may represent a risk to strategic leadership of the organisation)
 - Is there a Risk Management Policy? Is there evidence of its application or at least evidence that the organisation is aware of the risks involved in the proposed activity and has plans to mitigate those risks?
 - Does the organisation employ an external auditor are there annual reports?
 - Does the organisation have a legal department-how is compliance with laws and regulations ensured e.g. bribery act? E.g. anti-money laundering?
 - Are there formal policies on fraud, bribery and corruption? How are the policies communicated and shared across the organisation and its suppliers? How does the organisation ensure compliance?
 - Does the policy ensure that the Authority is advised of all potential fraud against their funds? Is there a zero-tolerance approach to fraud?
 - Does the organisation have a whistleblowing mechanism? Is it widely and effectively communicated?
 - Is there an Ethics policy or equivalent? Does it include Conflict of Interest, Gender, Human Rights Gifts and Hospitality policies?
 - How well established is the overall framework of internal control- how does the organisation ensure that its internal controls are designed and operating effectively?
 - Are mandatory controls specified? For example, segregation of duties Is there evidence that these are being followed

Pillar 2: Partner Deliverability

15. In this pillar questions are designed to establish that the partner is able to deliver programmes of the type, size and complexity of the one being proposed.

- 16. Pillar 2 will address questions along the lines of:
 - Ability to work in the countries covered by this project.
 - Have they implemented similar projects/programmes before? Evidence of past performance could include annual reviews, third party information, and evaluations.
 - What processes are in place to ensure that the organisation has the appropriate capacity and capability of staff?
 - If the organisation works with children (up to 18 years old) or vulnerable adults does it have adequate policies and procedures to keep children and vulnerable adults safe?
 - Are there any indications of unsatisfactory programme management?
 - What systems are in place to ensure regular monitoring and evaluation of the programme?
 - How are programme risk managed and monitored? (This was covered at a strategic level in Pillar One; here this focusses on risk management at an operational level).
 - How does the organisation detect and address programme management issues and deficiencies?
 - Are the expectations of the Lead Partner on how the programme will be delivered captured in downstream partner agreements?
 - How are funds controlled? Are delegated authority limits appropriate to the size of the organisation?
 - If the project will involve purchase of assets are programme assets secure, is there an asset register, backed up by a disposals policy and regular reconciliations? Are spot checks carried out if downstream partners use programme assets (laptops, motor bike, mobile phones etc.)?
 - How is procurement controlled? What systems are in place to ensure effective means of ensuring procurement is operated with transparency and probity?
 - Do the delivery partners have the ability to access the intended beneficiaries, or negotiate that access where necessary? This is particularly important for humanitarian projects.

Pillar 3: Financial Stability

- 23. It is fundamental that a Lead Partner has a robust financial system to support the efficient allocation of resources. Questions in this pillar are designed to establish assurance that sound financial controls are in place and are operating as designed.
- 24. Pillar 2 will address questions along the lines of:
 - Are there any current identified risks to the financial sustainability of the organisation?
 - Where relevant, can the Authority and other funding sources be separately identified, monitored and reported?
 - How long will it take for funds to flow to beneficiaries and direct implementers how is this function controlled and are there any potential delays?
 - How regularly is financial information produced for management? Are financial transactions captured and recorded consistently across the organisation?
 - Does the organisation have a history of spending within its budget (i.e. effective budgetary control?)
 - Is there evidence of effective budgetary control are variance reports regularly completed? How are major variances dealt with i.e. to bring them back on budget?
 - Are exception reports regularly produced and acted upon?

- Are the financial systems robust and proportionate to the size of the business?
- Are there external audit reports available-have there been any qualified reports and is there evidence of remedial action in place?
- How does the organisation measure and achieve value for money (VFM)? Does it have a VFM strategy and what evidence is there that the organisation is pursuing VFM?

Pillar 4: Downstream Partners

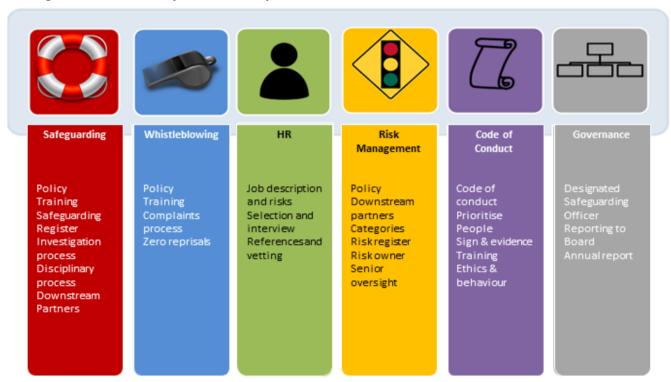
- 17. In order to support implementing partners, the Authority must make clear its expectations about risk management and how due diligence should be cascaded further down the chain. The questions below will help seek the assurance required but they are neither exhaustive nor prescriptive and the context, risk factors and level of assurance required should always be factored in.
- 18. Pillar 4 will address questions along the lines of:
 - Does the Lead Partner have robust and transparent systems for selecting and assessing implementing partners? Are these systems documented?
 - Is there a standard due diligence exercise which must be followed? Are the results held centrally? Does the Lead Partner maintain a tracker of all downstream partners used?
 - What processes does the Lead Partner have in place to monitor and manage the activities of implementing partners; including methods of responding to poor performance (This may include withholding funding and taking remedial action to improve performance of partners and/or of funded activities).
 - Does the Lead Partner maintain a central risk register including fraud risks and does it require downstream partners to maintain the same?
 - How does the Lead Partner map its delivery chain to understand the number and complexity of suppliers involved in the programme?
 - What evidence is there that the Lead Partner can clearly trace the flow of funds to beneficiaries can all the funds transferred to recipient agencies be fully accounted for?
 - Does the Lead Partner have a risk management approach including e.g. how risks are assessed, managed, recorded and escalated and what monitoring takes place (e.g. spot checks and visits) throughout the delivery chain?
 - What reporting mechanisms are in place and does the Lead Partner have regular discussions with its downstream delivery partners about risk management to identify/escalate risks throughout the delivery chain?

Pillar 5: Partnership Behaviour

- 19. Pillar 5 is divided into six areas:
 - A) Safeguarding
 - B) Whistleblowing
 - C) Human Resources
 - D) Risk Management
 - E) Code of Conduct
 - F) Governance

- 20. Each area of Pillar 5 is essential to promote a safeguarding environment that protects all children and vulnerable adults. This enhanced due diligence approach reflects the assumption that all six areas are relevant and achievable for all organisations and sets a benchmark of minimum standards for all partners, regardless of size or type, must aspire and work towards.
- 21. Not all of each area will be applicable depending on the size of the Lead Partner, its role and mandate and the programme it is setting out to deliver. A Lead Partner must be compliant in all six standard areas, on a risk-based approach.
- 22. It is also recognises that the standards may go beyond the policies and processes in place in smaller organisations. In those situations, Lead Partners will take a proportionate approach which is in accordance with the level of risk associated with the programme, in order to gain a level of assurance commensurate with those risks. They will also confirm whether adequate controls are in place to mitigate identified risks.

Figure 2: An overview of the six areas of Pillar 5



Part A: Safeguarding

23. Safeguarding shapes the organisation's approach, practice and culture to ensuring a comprehensively safe environment for all people that the organisation engages with. Not all organisations may have an overarching/combined safeguarding policy, which is reasonable in the short term. If the organisation works with children or vulnerable adults or young people, they must have a child protection policy and/or a vulnerable adult's policy (or equivalent). If they do not work with children and/or vulnerable adults and do not have an overarching safeguarding policy then they must have bullying, sexual exploitation and harassment and abuse policies (or equivalent). These may be 'stand-alone' policies or part of the organisation's overall HR Manual. If they are UK based and are compliant with the Charity Governance Code: www.charitygovernancecode.org/en/front-page

- 24. Pillar 5 Part A will address the following questions:
 - Does the Lead Delivery Partner have a safeguarding policy?
 - Does the policy include a statement of commitment to safeguarding, including a zero-tolerance statement on bullying, harassment and sexual exploitation and abuse?
 - Does the Lead Partner keep a detailed register of safeguarding issues raised and how they were dealt with? Does the Lead Partner treat historical allegations separately and differently from current disclosures?
 - Does Lead Partner's recruitment policy include a criminal background check on candidates? In particular, specifically where the programme would involve working with children or vulnerable adults.
 - Does the Lead Partner have clear investigation and disciplinary procedures to use when all egations and complaints are made and does the organisation have clear processes in place for when a disclosure is made?
 - Does the Lead Partner share their safeguarding policy with downstream partners?
 - Does the Lead Partner have a designated senior safeguarding officer who reports regularly to the senior leadership and Board?
 - Does the Lead Partner provide mandatory training on safeguarding to new trustees/staff/volunteers within a suitable and appropriate timeframe of them joining the organisation? Does the Lead Partner provide regular (mandatory refresher training on safeguarding to staff/volunteers?

Part B: Whistleblowing

- 25. Whistleblowing allows concerns to be raised and resolved at the appropriate level. This area is concerned with having a clear process that is widely understood and accessible to all staff, for dealing with concerns and a handling framework with identified owners of each step. The policy (which may not be referred to as whistleblowing but might be a complaints and/or concerns policy) should be explicit that there can be no reprisals for the whistle-blower. There should also be a clear process to follow if the complaint / concern is being raised against an individual in the organisation who manages internal complaints or concerns.
- 26. Pillar 5 Part B will address the following questions:
 - Does the Lead Partner have a whistleblowing policy which protects whistle-blowers from reprisals and includes clear processes for dealing with concerns raised and by whom and the timelines involved?
 - Does the Lead Partner provide mandatory training on whistleblowing to new trustees/staff/volunteers within a suitable and appropriate timeframe of them joining the organisation?

Part C: Human Resources

27. Human Resources focuses on recruitment and vetting processes to support recruitment of the right people and on-going training and awareness for all staff and volunteers. Organisations should have an awareness of the level of safeguarding risk in each role. If the organisation uses interviews that are competency based, and if a job role is to work with children and or vulnerable adults, then the interview should address the requisite competencies needed. For all other roles that do not work directly with children, young people and vulnerable adults then there should be mandatory safeguarding and whistleblowing training as part of the induction. For all staffthere should be regular refresher training on safeguarding and whistleblowing.

- 28. Pillar 5 Part C will address the following questions:
 - Does the Lead Partner's recruitment process consider and evidence the level of safeguarding risk in a job role? Does the Lead Partner have different levels of recruitment and security checks commensurate with safeguarding requirements of the role?
 - Does the Lead Partner's HR policy depict a well-planned interview process? Do interviewers have the relevant experience and knowledge of current safeguarding practices?
 - If the role is for those working directly with vulnerable groups then does the HR policy include specific questions in the interview that draw out people's attitudes and values in relation to the protection of children and/or vulnerable adults?
 - Does the Lead Partner require up to two references including from previous employers or others who have knowledge of the candidate's experience and suitability to work with children? Does the HR policy require that background checks should be carried out for all prospective employees?
 - Does the Lead Partner make use of probationary periods of employment to ensure suitability once in post?

Part D: Risk Management

- 29. This area considers the risk management framework of the Lead Partner which sets out the approach to risk, the risk appetite to guide risk identification and the assessment of safeguarding risks, and promotes the use of risk registers for each programme. Risk management at the project level will include a risk register with clear mitigating actions and identifiable owners. Risks must be reviewed regularly. If the organisation is working with vulnerable people, safeguarding must be a separate risk category on the organisation's register or framework. There should also be clarity for escalation of safeguarding risks. The expectations of risk management for downstream partners should be made explicit in the risk policy or approach.
- 30. Pillar 5 Part D will address the following questions:
 - Does the Lead Partner have a risk management policy or framework capturing risk appetite and risk categories including safeguarding?
 - Does the Lead Partner share their risk management policy where it relates to safeguarding risks with downstream partners i.e. are downstream partners advised on escalation procedures around safeguarding issues?
 - Does the Lead Partner have risk registers for all programmes that feed into an overall organisational risk framework?
 - Is there regular senior oversight of the risk register?
 - If applicable are fundraising ideas and external communications risk assessed to ensure no harm is done by the activity? e.g. Fundraising is delivered in the context of safeguarding e.g. 'sponsorship'.

Part E: Code of Conduct

31. The Code of Conduct describes the ethics and behaviours required of all parties to ensure a robust safeguarding environment. It is designed to create a culture of best practice which all Lead Partners must adhere to. It is expected that all Lead Partners to have their own internal robust code of conduct that

clarifies the values, principles and the acceptable behaviours within the Lead Partners and which must influence and drive the Lead Partners culture.

- 32. Pillar 5 Part E will address the following questions:
 - Does the Lead Partner have in place a Code of Conduct for staff and volunteers that sets out clear expectations of behaviours -- inside and outside the workplace -- and what will happen in the event of non-compliance or breach of these standards?
 - Does the Code of Conduct prioritise the wellbeing and care of all people including beneficiaries?
 - Are all staff and volunteers provided with training on the Code of Conduct as part of their induction?
 - Are there policies and practices for the management of downstream partners and affiliates aligned to the Code of Conduct?

Part F: Governance

- 33. Governance and accountability standards create, foster and ensure safeguarding through requisite controls and oversight. They identify the responsibility of those who are custodians of the Lead Partners values ensuring people are put first. Corporate governance is the system by which organisations are directed and controlled including its oversight structure and its effective operation. It is intended to increase the accountability of an organisation; it is the way that the organisation polices itself. The organisational Board (be they trustees appointed or elected or shareholders) has ultimate responsibility for safeguarding and should always act in the best interests of the beneficiaries, staff and volunteers. The Board must not be unduly influenced by those who may have special interests and should always place the interests of the organisation before any personal interest. It is vital that it is independent in its safeguarding decision making. There must be a designated safeguarding officer at a Board level who is engaged with the senior leadership teams or management of the organisation. Engagement must be evidenced by regular reporting directly to the senior leaders and Board either through a standing agenda item in regular meetings or through the risk register update.
- 34. Pillar 5 Part F will address the following questions:
 - Does the governance structure reflect regular review of management of safeguarding issues internally and externally?
 - Does the Lead Partner have a designated safeguarding officer at a Board level who is responsible and accountable for safeguarding standards and reporting across the Lead Partner and also includes downstream partners approach to safeguarding?
 - Are beneficiaries actively involved in any of the governance structures of the Lead Partner and/or specifically within programmes which affect them and their communities?
 - Does the Lead Partner's downstream partners have in place procedures to ensure safeguarding issues are escalated to the Board?

Assessment evidence/documentation

- 35. It is expected that a variety of methods to be used to obtain information to undertake the assessment, for example but not limited to:
 - Face to face & telephone interviews;

- Review of minutes of board meetings, organisational annual reports; board strategy, policies and procedures, and Key Performance Indicators;
- Documenting an understanding of the ownership structure and the sources of finance;
- Review of strategic plan and business plans including financial forecasts;
- Review of external audit reports and management letters for the previous two years;
- Review of internal auditor's reports, previous project final, evaluation reports and human resources policies (e.g. training, performance management, disciplinary, and grievance procedures);
- Review of other applicable policies (e.g. partnership policy, procurement policies, risk management policy, anti-corruption and fraud policy, whistleblowing policy, safeguarding policy);
- Review of reports by regulators, quality assurance bodies or reports by the Government of the country that the prospective Lead Partner is based in;
- Undertaking basic background and/or identity checks on teams; and
- Conducting an overall fraud and bribery assessment risk based upon geopolitical factors.

Fund Manager

- 36. The Fund Manager, as part of administering the funds is required to conduct LPRs on all Lead Partners.
- 37. The Fund Manager may deliver the LPRs in-house or via working with a specialist contractor. Defra may appoint a specialist contractor in cases where it has been assessed the Fund Manager in-house proposal not to be competitively priced.

SECTION 4: PERFORMANCE MANAGEMENT FRAMEWORK

Overview of the PMF

- 1. As part of the Authority's continuous drive to improve the performance of all Contractors, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Fund Manager's performance of contract responsibilities.
- 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.

Management of the PMF

- 3. Key Performance Indicators ("KPI's") shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor and Authority quarterly and annually. Where KPI's are highlighted as 'Self-Assessed' the Contractor shall produce the report and those highlighted as 'Assessed by the Authority' shall be reported on by the Authority.
- 4. The first quarter shall not be formally assessed. It shall be used to develop the quarterly report template and agree the format and content to be included in the report.
- 5. 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.
- 6. The Authority shall hold bi-annual Review Meetings with the Contractor to review the Contractor's quarterly Performance Management reports and implementation of any improvement plan. The 2nd review meeting shall include an overarching Annual Review.
- 7. Performance failure by the Contractor may result in administrative costs to the Authority¹. Where the Contractor fails to meet the KPI's then the service credit regime shall apply.
- 8. The KPI's are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs 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.
- 9. The use of a strong service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Authority.

Service Credits

10. The use of Service Credits is governed by the following principles:

¹ 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.

- Service Credits sit within the wider service management approach being pursued by the Contractor and the Authority. The use of Service Credits does not prejudice the Authority's rights under appropriate clauses of the contract in the event of inadequate performance by the Contractor.
- The Service Credit regime will be applied on each occasion where there is a service failure (i.e. where a KPI is identified as having a 'Red status'). This will also give rise to a remediation plan.
- The Authority has full and complete discretion on whether to claim all, part or none of a Service Credit to which it is due.
- Service Credits claimed will be applied to the subsequent invoice as a credit note².
- The full, agreed Service Credit regime shall operate from the initial delivery date until the end of the Contract Period.
- 11. Service credits will be applied as follows and refer to the KPI's outlined in Section 5:

КРІ	Deliverables	Requiring Improvement 2% Service Credit	Poor Performance 4% Service Credit
KPI 1	1a, 1b, 1c	Failure to meet the acceptable standard on one deliverable	Failure to meet the acceptable standard on two or three deliverables
KPI 2	2a	Failure to meet the acceptable standard on two management tools	Failure to meet the acceptable standard on three or more management tools
KPI 3	3a	Failure to meet the acceptable standard on an urgent request.	Failure to meet the acceptable standard on the deliverable
KPI 4	4a, 4b	Failure to meet the acceptable standard on one deliverable	Failure to meet the acceptable standard on two deliverables
KPI 5	5a, 5b	Failure to meet the acceptable standard on one deliverable	Failure to meet the acceptable standard on two deliverables
KPI 6	6a	Failure to meet the acceptable standard on the deliverable.	Failure to meet the acceptable standard on the deliverable with > 30% of agreed milestones missed
KPI 7	7a	Failure to meet the acceptable standard on the deliverable.	Failure to meet the acceptable standard on the deliverable with > 30% of agreed milestones missed
KPI 8	8a, 8b, 8c	Failure to meet the acceptable standard on one deliverable	Failure to meet the acceptable standard on two or three deliverables
KPI 9	9a, 9b	Failure to meet the acceptable standard on one deliverable	Failure to meet the acceptable standard on two deliverables
KPI 10	10a, 10b	Failure to meet the acceptable standard on one deliverable	Failure to meet the acceptable standard on two deliverables

12. The Authority reserves the right, on serving notice in writing on the Contractor to treat any failure to meet a KPI as breach of contract in lieu of claiming a Service Credit in respect of such failure, in which case the Authority shall have the remedies available in accordance with the Contract in respect of such breach. A notice under this

² Upon Clarification: Service credits are to be applied in quarterly invoices and can include the sum of all service failures throughout the preceding quarter (which would include each instance where a service credit should be applied, such as late monthly reports.) The Authority and the Contractor will confirm and make amendments to those KPIs at the Inception Meeting, which do not constitute as a material change to the KPI. Any disagreement between the Contractor and the Authority will be escalated through the Dispute Resolution process detailed within the Authority's Terms and Conditions (detailed within Appendix B).

- provision may be served at any time, provided that the Authority shall not be entitled to recover a Service Credit in addition to contractual damages.
- 13. The Authority reserves the right to amend the existing KPI's detailed in Section 5 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.
- 14. Any proposed changes to the Service Credit regime, may be made by agreement between the parties and confirmed under a Contract Change Note.

SECTION 5: KEY PERFORMANCE INDICATORS (KPI's)

If any of the deliverables are deemed not to meet the Acceptable Standard, then it will be considered 'failed'.

KPI	Deliverables	AcceptableStandard	Failure		
KPI 1: Finan	ncial Management is delivered to a high standard			KPI Value: 20%	
	1a: Proportion of funds disbursed to grant holders within agreed timeframe.	90% or more of disbursements to grant holders are efficiently completed within five working days of receiving funds from the Defra.	More than 10% of disbursements to grant holders incomplete within five working days of receiving further from the Defra.		
	Verification Evidence: Payment tracker				
monthly expenditure needs. on time to Defra, with variation from initial forecast less than 10%. amendments than 10%.			Financial forecasting updates require significant amendments or clarifications, or prove to be unreliable with significant (>10%) variation between initial forecast and actual spend.		
	Verification Evidence: Monthly for ecast submission	ns			
	1c: Fraud and safeguarding issues are identified and reported.	All fraud and safeguarding cases formally reported to Defra within 2 working days of notification to Fund Manager by the grant holder or whistle-blower.	Fraud and safeguarding cases are not formally reported reported to Defra later than two working days of notification to Fund Manager by the grant holder or whistle-blower.		
	Verification Evidence: Fraudand Safeguarding Trad	ckers			
KPI 2: The fo	unds are agile, responding to risks and opportunitie	s to strengthen performance		KPI Value: 10%	
	2a: Programme Management tools (registers and trackers) and reports support agile and responsive management.Programme Management tools are updated regularly and accurately, in line with agreed timeframes and expectations.Up to date Programme Management tools are updated regularly and and/or require significant amendments or clarify deemed by the Authority.				
	Verification Evidence: Programme Management To	pol Tracker			

PI 3: The performance of stakeholders is enabled by the efficient administration of the funds			KPI Value: 10%
3a: Requests from Stakeholders (Authority, and Lead Partners) are acknowledged, and actioned.	Questions and requests are all actioned and responded to within agreed timeframes and to an acceptable quality as deemed by the Authority.	Response deadlines are missed, or their quality is unacceptable quality as deemed by the Authority.	
Verification Evidence: Authority Questions and Rec	quests log, and Lead Partner Query Log		
KPI 4: Clear guidance and feedback enables the targeted stakeholders to apply			KPI Value: 10%
4a: In-country Partners lead or have substantive roles in grant applications	Growth in the number of grants applications with incountry partners leading, or having a substantive role in, and reaching the expert/advisory group sift discussions.	Low or no growth in the number of grants applications with in-country partners leading, or having a substantive role in, and reaching the expert/advisory group sift discussions.	
Verification Evidence:			
4b: Unsuccessful lead partners reapply with stronger applications.	Unsuccessful lead partners reapply following transparency of assessment and the provision of constructive feedback (cleared by the Authority where required) in line with agree approach.	Unsuccessful lead partners are discouraged from reapplying due to poor transparency of assessments or feedback is provided after the target timeframes, and/or requires substantive revisions, to meet the agreed quality and approach.	
Verification Evidence: FeedbackLetters			
KPI 5: Independent expertise is efficiently targeted to identify the most transformational proposals			KPI Value: 5%
5a: Assessment Pack supports efficient and robust assessments	Assessors require no substantive support to access, assess and return scored applications on time.	Assessors return their assessments late, and/or have substantive questions on process or the application of the criteria.	
Verification Evidence: Assessment Pack and Sift No	te		
5b: Sift Briefing Pack supports informed discussions and robust recommendations of the Expert/Advisory Groups.	The Sift Briefing Pack is cleared and distributed to the sift participants at least 7 days before the sift meeting, and/or discussions on the Sift Day are not restricted by the lack of accessible information.	The Sift Pack requires substantive clarifications and/or amendments, or is distributed less than 7 days before the sift meeting, and/or the discussions are hampered by insufficient or inaccessible information available on the day.	
Verification Evidence: Sift Briefing Pack and Sift No	te		

KPI 6: Perf	formance of projects is strengthened by adapting and	d responding to actions and recommendations arising from p	project reviews and feedback.	KPI Value: 10%	
	6a. Project Annual and Mid-termReviews are completed and actively used to strengthen performance	Projects are supported by debriefings and discussions to understand and respond to actions and recommendations arising from reviews and feedback, and/or less than 20% of the agreed milestones in implementing the Annual Review Recommendations are missed.	Projects are not supported to understand and responsions and recommendations arising from reviews, a more than 20% of the agreed milestones in implement the Annual Review Recommendations are missed.		
	Verification Evidence: Project Annual Review Trac	ker			
KPI 7: Prog	gramme performance is strengthened by the timely i	mplementation of Annual Review Recommendations		KPI Value: 5%	
	7a. Programme Annual Reviews are completed and actively used to strengthen performance	Implementation of Annual Review Recommendations is delivered efficiently, meeting all agreed milestones.	More than 20% of the agreed n the Annual Review Recommen		
	Verification Evidence: Programme Annual Review Tracker				
KPI 8: Capa	ability and capacity of national and local stakeholder	rs enhanced.		KPI Value: 10%	
	8a: Clear publication schedule for new and regular learning products	An agreed publication schedule produced and maintained for new and regular learning products	The schedule for learning products to be produced is no shared and/or is unacceptable quality as deemed by the Authority		
	Verification Evidence: Capability & Capacity Plan				
	8b: Programme Delivery Course delivered to existing and potential Project Leads	50 Project Leads, or equivalents, complete the Programme Delivery Course, and provide positive feedback on the quality	<50 Project Leads, or equivalents, complete the Programme Delivery Course, and/or provide negative feedback on the quality		
	Verification Evidence: Capability & Capacity Dashb	poard			
	D.3: High quality workshops and virtual visits are delivered	Viewer (live and recorded) numbers average above targeted numbers (TBC) by type of event, and assessed by viewers as high quality and useful in feedback.	Viewer (live and recorded) numbers average below targeted numbers (TBC) by type of event, and/or are assessed by viewers as high quality and/or useful in feedback.		
	Verification Evidence: Capability & Capacity Dashb	poard			

KPI 9: Evide	KPI 9: Evidence is utilised, and Best Practices are made available.					
	9a: Portfolio and project level analysis leads to the identification and publication of high-quality Project Case Studies and refined best practices.	At least [TBC] high quality (as defined by the Authority) Project Case Studies and refined best practices are published and downloaded in [TBC]% of the eligible countries.	Less than [TBC] Project Case Stu practices published, or their qu the Authority, and/or are not do the eligible countries.	ality is assessed a low by		
	Verification <i>Evidence</i> : Project Database Dashboard					
	8c: Active membership of the Community of Practice established.	The Community of Practice is active with user generated case studies, best practices and resources being posted. (date and rate of posting, tbc)	The Community of Practice is not launched or is not a posts are poor quality or infrequent.			
	Verification Evidence: Community of Practice Dashboard					
KPI 10: Inte	rnational Awareness and Understanding of the fund	ls is strengthened		KPI Value: 10%		
	10a: Effective communication plan raises profile of the funds and leads to wider range of applications and Project Leads.	The communications plan for nois not shared with Defra on time quality as deemed by the Author	ne and/oris unacceptable			
	Verification Evidence: Communication Plan					
	10b: Communication products attract a broad readership	Static and marginal increment (as defined by the Authority in website statistics (unique visitors, time spent, downloads, country of origin, subscriptions).				
	Verification Evidence: Communication Dashboard					

APPENDIX A. Form of Tender

FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

Easain Ullah Senior Category Officer Department for Environment, Food and Rural Affairs Network Corporate Services Northgate House Reading, RG1 1AF

TENDER FOR THE: Provision of International Biodiversity Challenge Funds Administration Manager

Tender Reference: itt_9317

1. We have examined the invitation to tender, and its appendices set out below (the **ITT**) and hereby offer to provide the services specified in the ITT and in accordance with the attached documents to the Authority for the period specified in the ITT.

•	Response Particulars	(Section 1)
•	Specification of Requirements	(Section 3)
•	Performance Management Framework	(Section 4)
•	Key Performance Indicators	(Section 5)
•	Form of Tender	(Appendix A)
•	Authority's Conditions of Contract	(Appendix B)
•	Non-Disclosure Agreement	(Appendix E)
•	Authority's Grant Agreement	(Appendix F)
•	Authority's Model Grant Application Form	(Appendix G)

- 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;
 - a) the Tender shall remain valid for 120 days from the closing date for Responses specified in the ITT; and

b) 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;
 - 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 Condition of Contract

AUTHORITY'S CONDITIONS OF CONTRACT

The Authority's Conditions of Contract that are applicable to this Invitation to Tender and any subsequent contract are provided in the accompanying document entitled ITT Appendix B Conditions of Contract.

(see ITT Appendix B Conditions of Contract)



APPENDIX C. TUPE Information

TUPE INFORMATION

(Attached)

APPENDIX C. TUPE Information							
	TUPE IN	IFORMATION					
4	4 permanent employees subject to potential service provision transfer details below:						
	Employee No 1	Employee No 2	Employee No 3	Employee No 4			
Job title	Project Manager	Project Administrator	Project Analyst	Project Assistant			
Time spent on provision of services		60% -	-75%				
Work location		Pentlands Science, Penic	uik, EH26 OPL, Scotland				
Continuous service date	01-Oct-14	18-Oct-99	01-Nov-18	28-Sep-17			
Contractual weekly		35 h	ours				
Annual Salary (average)		£32,	000				
Contracted Bonuses or Benefits:	Discretionary annual bonus related to individual/company performance						
Pension (DC)	10% employer contributions						
Notice period (mean)		3 months o	ontractual				

APPENDIX D. Technical & Commercial Evaluation Questions

- 1. If a Tenderer receives a 'Fail' in any of the questions E01 E03 they will be eliminated from the competition.
- 2. If a Tenderer scores 20 or below using the 'Scoring Criteria' in Section 2 for any of the questions E04-E10 then it will be eliminated from the procurement.

E01 Sustainability - Pass/Fail

- 3. The Authority's policies are to achieve best value for money and continual improvements in the sustainable management of its estate, operations, and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement

 (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/598941/Coal_Authority_Sustainable_Procurement_Policy.pdf).
- 4. In the context of the sustainable procurement policy statement, please explain how you intend to help the Authority improve its sustainable performance in delivering this Contract, describing the methods to be employed and drawing on the aspects of sustainability; what needs to be done would be communicated to those engaged on the contract; how you would demonstrate, measure and monitor progress; and any innovative sustainable approaches such as use of improved tools, techniques and technologies.

Evaluation Criteria:

- 5. The Tenderer demonstrates that there is a policy in-place addressing Sustainability that addresses at least some of the following: some contribution towards innovative sustainable tools, techniques, and technologies; the procedures and systems for communicating what needs to be done to improve sustainability to those engaged on this contract; and explain how it would measure performance and report to the Authority on progress.
- 6. Please upload your response with filename 'Your Company Name_E01'. Your response must be no more than 2 sides of A4, minimum font size 10. Your Sustainability Policy will be accepted in addition to this limit.
- 7. A Fail will be allocated to those responses which are not deemed as meeting the evaluation criteria.

E02 Equality, Diversity & Inclusion Policy - Pass/Fail

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

Evaluation Criteria:

9. The Tenderer's equality, diversity and inclusion policy or an equivalent shows their organisation's commitment to equality, diversity and inclusion and confirms their compliance with relevant legislation;

- 10. Describes how the Tenderer will promote equality, diversity, and inclusion in relation to the delivery of this contract.
- 11. Please upload your response with filename 'Your Company Name_E02'. Your response must be no more than 2 sides of A4, minimum font size 10. Your Equality, Diversity and Inclusion Policy will be accepted in addition to this limit.
- 12. A Fail will be allocated to those responses which are not deemed as meeting the evaluation criteria.

E03 Health and Safety - Pass/Fail

13. Please confirm how your organisation will continually improve its performance in maintaining the highest levels of health and safety in providing the Service. Explain how such commitment is reflected in the day-to-day activities of your (i) senior management team, (ii) workforce and (iii) supply chain.

Evaluation Criteria:

- 14. Includes details of the Tendering organisation's health and safety at work policy and stated commitments;
- 15. Explains how the Tenderer or sub-contractor will ensure health and safety commitments are adhered to during delivery of the Service;
- 16. Recognises the importance of the need to cover relevant H&S within the OVQs
- 17. Please upload your response with filename 'Your Company Name_E03'. Your response must be no more than 2 sides of A4, minimum font size 10. Your Health & Safety Policy will be accepted in addition to this limit.
- 18. A Fail will be allocated to those responses which are not deemed as meeting the evaluation criteria.

Questions E04-E10 are scored as per the criteria outlined in Section 2.

E04 Project Team – 10%

- 19. Please provide details of the key personnel with overall responsibility for the management of the service and explain how your organisation will ensure continuity if there is a personnel change or extended leave of absence. Your response should:
 - a) Provide details (together with CVs) of personnel within your organisation who will be assigned to the project and explain their roles and responsibilities in relation to the management of the service. State the process for notifying the Authority when there is a change in personnel.
 - b) Describe how the service will be managed and how your management team will ensure that the service meets the required standards.

Evaluation criteria:

- 20. The Tenderer has the ability to assemble and maintain a credible and capable team to deliver the requirements outlined in the Specification of Requirements (Section 3, Part 3). Named staff have strong and relevant experience and/or qualifications to deliver the service to the standard required, including ODA fund management, programmatic and technical expertise.
- 21. Sufficient organisational capacity and contingency to deal with changes in key personnel or pinch points, and an effective process for notifying the Authority.
- 22. Clear and effective processes for managing the service, monitoring, and measuring performance, and taking effective action and ownership to deal with issues in performance.

23. Please upload your response with filename 'Your Organisation Name_E04'. Your response must be no more than 4 sides of A4, minimum font size 10. CV's will be accepted in addition to this limit.

E05 Approach & Methodology (Workstreams 1-6) - 25%

- 24. Please detail the approaches to be adopted to deliver the Workstreams 1-6, covering the application process, project management, financial management, building and applying evidence and capability and capacity building as set out in the Specification of Requirements.
- 25. The tenderer should demonstrate a clear understanding of the requirement and a consideration of issues.
- 26. The response should cover, but not be limited to, detailing the following items:
- 27. Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all of the required outputs;
- 28. A proposed approach and timeline for managing the contracted work throughout the year, supported by a project plan (this refers to the whole contract); identifying any associated benefits and options to mitigate risks/disadvantages;
- 29. Evidence of a clear understanding of the full complete applications processes, including a proportional, balanced, and contextualised proposed approach to conducting due diligence; there should be a clear rationale for the chosen approach considering practicality, quality, and resourcing implications;
- 30. An understanding of the scaling ambition and opportunities to strengthen or establish processes to underpin this, including but not limited to identifying and communicating early indicators of success to influence application assessments and enhance impact;
- 31. How the funds will monitor, learn, and respond to evidence in an agile, systematic, and strategic manner; including a proposed approach to roll out a new results framework to an established portfolio;
- 32. An understanding of the need for capability and capacity building in order to design and deliver workshops, and the provision of tailored support to projects that are failing to meet delivery expectations;
- 33. Strong evidence of knowledge and understanding of Official Development Assistance (ODA), its application, management, and reporting requirements;
- 34. The delivery of high-quality financial management, including driving value for money, project budget management, financial assurance, and accurate forecasting; with identification of suitable approaches and tools;
- 35. How you intend to efficiently handle requests for information and/or queries from applicants, projects, or the Authority;
- 36. Holding to account Lead Partners, and their partners, in their compliance with key terms and conditions, in particular compliance with fraud, corruption and safeguarding requirements;

Evaluation Criteria:

- 37. Tenderers demonstrate and address all of the above elements in detail.
- 38. Demonstrates a clear understanding of the operational context and requirements detailed in Section 3 (Specification of Requirements); providing a clear description of their proposed approach and methodology, highlighting the value for money, risks, and deliverability.
- 39. Use of robust and efficient methodology collect, quality assure and delivering data to the required quality standards.
- 40. Clearly demonstrates their ODA-related capability and capacity to deliver the funds to a high standard.

- 41. Provides a high-level of innovation to help streamline application processes and project management.
- 42. Please upload your response with filename 'Your Company Name_E05'. Your response must be no more than 16 side of A4, minimum font size 10.

E06 Communications (Workstream 7) - 5%

- 43. Please outline your 12-month communications plan, with suggested key performance (SMART) indicators and milestones, clearly articulating how the plan will maintain distinct identities of the three funds, whilst delivering the advantages and efficiencies of a single plan.
- 44. The communications plan should address the following elements below:
- 45. General Communications:
 - a) Approaches to encourage in-country high-quality applications;
 - b) Suggestions for promoting the funds to a wider audience to strengthen awareness and understanding of the funds;
 - c) Includes innovative ideas and new ways of promoting the evidence developed in order to support collaboration and scaling of success;
 - d) Includes a sample newsletter format

46. Online presence:

- a) Includes a plan for hosting, refreshing and maintenance of the online presence of the three funds, including distinct fund identities and detailing specific IT approaches/tools/apps, to deliver on the communication outcomes.
- b) Outlines how information will be kept up-to-date, accurate, and secure, including the IT approach you will use to manage, store, and make accessible the information.
- c) Suggested approaches for identifying, raising awareness, and understanding of specific projects/issues.
- d) Details the data security and accessibility measures which will be employed for adherence to guidelines and standards.
- e) Plans for periodic quality assurance to ensure information is up to date, accurate and secure

Evaluation Criteria:

- 47. Tenderers demonstrate and address all of the above elements in detail;
- 48. Demonstrate a high Level of understanding of potential communication issues, options, complexity of messages and audience diversity;
- 49. Tenderers highlight the value for money, risks, and deliverability of their proposed approach;
- 50. Use of robust and efficient methodology delivering communication products to the required quality standards.
- 51. Tenderers demonstrate a variety of innovative and effective communication proposals, including to potential to monitor and evaluate their outputs and outcomes through suggested KPIs;
- 52. Please upload your response with filename 'Your Company Name_E06'. Your response must be no more than 6 side of A4, minimum font size 10.

E07 Contract management (Workstreams 8) - 5%

53. Please outline your strategy for Contract Management addressing the following elements below:

- a) Clear identification of the key milestones and any pinch points with an outline schedule of work and resource requirements to ensure successful delivery of the Specification of Requirements;
- b) A single operation project plan covering the funds with the appropriate use of relevant project management principles and tools to regularly review and monitor performance that enables: the early identification and resolution of any issues to ensure high quality and timely delivery of the outputs; inform, adjust, and refine programme delivery; and deliver value for money. The plan will include Exit and handover plans for smooth transition at contract expiry;
- Clear and comprehensive roles and routes of communication including contact arrangements with the Authority for day-to-day contact, more formal meetings and reporting including sign-off for reports;
- d) Information on the profile/importance of the project within your organisation and how this will be reflected within the management of the Contract through the use of resources;
- e) Consideration of flexibility required in the level of resources available to cover unforeseen increases in the volume of applications/projects;
- f) Strong organisational evidence of knowledge and understanding of Official Development Assistance (ODA), its application, management, and reporting requirements;
- g) Details of plans regarding staff/TUPE aspects and should cover pension provision and specialist staff communications where applicable;
- h) For tenderers who are not the incumbent please include a plan for handover, including data and financial migration bearing in mind the point in the grant scheme cycles that the handover may occur;
- i) Overview of proposals for liaison with any independent MEL contractor;

Evaluation Criteria:

- 54. Tenderers demonstrate and address all of the above elements in detail.
- 55. Awareness demonstrated of the Authority's requirements, including liaison with independent MEL contractor.
- 56. Well-structured, transparent, and systematic arrangements for contract management provided in appropriate detail.
- 57. The arrangements provide for strong communication with the Authority throughout, with early identification and resolution of any issues and are deemed to be highly suitable for the project.
- 58. Please upload your response with filename 'Your Company Name_E07'. Your response must be no more than 4 side of A4, minimum font size 10.

E08 Level of innovation - 10%

- 59. The Authority is keen to explore new ideas and approaches to improve ways of working within the scope of this contract. Throughout the ITT there are opportunities to demonstrate new methods and innovative approaches especially in the following areas:
 - a) Maximising synergies and efficiencies between the funds whilst maintaining separate and distinct identities;
 - a) Project level MEL, including how you will work with independent MEL contractors to ensure there is no duplication of work and data capture;
 - b) Communications to promote the funds;

- c) The identification, and enabling the wide uptake, of refined best practices and evidence;
- 60. The Tenderer is asked to specify a suitable approach and method to deliver an accessible and live Portfolio Tracking Tool, this should include at least Issue Management, Report Monitoring, Project Budget Management, and Project Change Requests.
- 61. The Tenderer is asked to propose an approach to improve the contribution and value of the existing project database, improving the access and ability to extract historical and new evidence to deliver on the funds objectives to replicate and scale success.

Evaluation criteria

- 62. Tenderers' proposals demonstrate and address all of the above elements in detail in terms of innovation, suggestions where delivery could be improved and clearly identifying and justifying any cost implications;
- 63. Proposals demonstrate an awareness of the Authority's requirements and the complexity of operating multiple grant schemes;
- 64. Tenderers have explored the possibility of new ways of operating to identify options that offer good value for money;
- 65. Please upload your response with filename 'Your Company Name_E08'. Your response must be no more than 6 side of A4, minimum font size 10.

E09 Quality & Assurance for Contract - 5%

- 66. Please detail your proposal for ensuring quality, assurance and risk management is achieved throughout this Contract.
- 67. The response should aim to cover, but not be limited to, detailing the following items:
- 68. Understanding of the full range and complexity of the issues detailed within the SoR (Section 3);
 - a) A consideration that there will need to be robust and practical measures in place for Quality, Assurance and Risk Management.
 - b) Description of relevant management information that could be provided to the Authority (including the benefit of such information).
 - c) Description of any refinements or additional Key Performance Indicators that could be included to those detailed in Section 5 of this ITT to support and encourage high performance;
 - d) A clear approach to addressing performance failures early or identifying opportunities to strengthen success;
 - e) Details on how the grant competitions will be administered including the tools (e.g. electronic tendering platforms) and processes.

Evaluation criteria:

- 69. Tenderers demonstrate and address all of the above elements in detail, establishing a high level of understanding of the importance of Quality and Assurance;
- 70. Robust, practical, and effective measures proposed to ensure management information proposed is accessible, representative, and reliable;
- 71. Suitable measures proposed to identify and address early any performance failures or opportunities;
- 72. Knowledge and appropriate application of relevant quality, assurance, and risk management principles;

73. Please upload your response with filename 'Your Company Name_E09'. Your response must be no more than 4 side of A4, minimum font size 10.

E10 Social Value - 10%

- 74. Please outline your social value approach with a comprehensive list of activities that, in the delivery of the Contract drive to support to create new businesses, new jobs and new skills, including:
 - a) Promoting skills and employment: promote growth and development opportunities for all within a community and ensure that they have access to opportunities to develop new skills and gain meaningful employment.
 - b) Supporting the growth of responsible local businesses: provide local businesses with the skills to compete.
 - c) Creating healthier, safer, and more resilient communities: build stronger and deeper relationships with the voluntary and social enterprise sectors.
 - d) Protecting and improving our environment: ensure the places where people live and work are cleaner and greener, to promote sustainable procurement.

Evaluation Criteria:

- 75. Tenderers demonstrate and address all of the above elements in detail
- 76. Tenderers demonstrate a high level of understanding of potential additional benefits that can be derived to the community.
- 77. Please upload your response with filename 'Your Company Name_E10'. Your response must be no more than 6 side of A4, minimum font size 10.

E11 Fees & Charges - 30%

- 78. The Contract Price will have fixed and variable price elements, as follows:
 - a) A fixed annual price for delivering Workstreams 2 to 5 and 8;
 - b) A variable element based on price per application processed under Workstream 1;
 - c) A variable element based on the number of workshops under Workstream 6;
 - d) A variable element based on Communication Plan and the number of communication products delivered under Workstream 7.
- 79. Tenderers are asked to complete the table set out below. For the purposes of evaluation:
 - a) Daily Staff Rates should be provided in the table below, but will not be evaluated;
 - b) Tenderers can assume that the annual volume of applications, assessments, and grants for **Workstream 1** will be:
 - i. **Darwin Initiative:** Two-stage processes 400 applications received with 100 invited to the 2nd Stage; Single Stage processes 200 applications received, 300 Fund Manager Assessments, resulting in setting up 65 new grants per annum.
 - ii. **IWT Challenge Fund:** Two-stage processes 200 applications received with 60 invited to the 2nd Stage; Single Stage processes 60 applications received (although no such grant scheme is currently being implemented), 120 Fund Manager Assessments, resulting in setting up 35 new grants per annum.

- iii. **Darwin Plus:** Two-stage processes 60 applications received with 35 invited to the 2nd Stage; Single Stage processes 25 applications received (although no such grant scheme is currently being implemented), 60 Fund Manager Assessments, resulting in setting up 35 new grants per annum.
- c) Tenderers can assume, for the purposes of **Workstream 6**, that there will be for each fund:
 - i. **Darwin Initiative:** Two 2-day in-person new Project Leaders Workshop 30 attendees; Three 3-hour virtual workshop for applicants invited to Stage 2; Two half-day virtual-visit learning workshop
 - ii. **IWT Challenge Fund:** One 2-day in-person new Project Leaders Workshop 30 attendees; One 3-hour virtual workshop for applicants invited to Stage 2; One half-day virtual-visit learning workshop
 - iii. **Darwin Plus:** One 2-day in-person new Project Leaders Workshop 30 attendees; One 3-hour virtual workshop for applicants invited to Stage 2; One half-day virtual-visit learning workshop
- d) Tenderers can assume, for the purposes of **Workstream 7**, that cost of the Communication Plan can be presented as a whole fund cost, will include the following activities each year:
 - i. 10-page Newsletter (6 per annum)
 - ii. 800-word Case Study (30 per annum)
 - iii. 10-page Best Practice Guide (10 per annum)
 - iv. Management of fund websites (updated weekly)
 - v. Weekly Social media updates (on 4 platforms) for each fund
 - vi. Curate Image Library of project generated photos (>250 high quality images per annum)
 - vii. 5-min computer animation film (6 per year)
 - viii. 5-min talking head film (4 per year)
 - ix. Comms helpdesk function for projects (20 email queries per month)
- e) Total price will be calculated by adding the tendered prices for Workstreams 2 to 5 and 8 to the notional sums for Workstreams 1, 6 and 7 (which have been calculated based on the assumptions stated above).
- 80. Please note that these are estimates only. The Authority does not warrant their accuracy.
- 81. Payments are to commence from the Contract Start Date; Tenderers will not be entitled to additional payment in respect of handover services to cooperate with the outbound supplier ("Transition Services") to carry out customer obligations with the exit plan in order to facilitate a smooth transition of services during the transition period commencing from the Contract Start Date to the Service Commencement Date.

Evaluation Criteria:

82. Tenderers demonstrate and address all of the above elements in detail

Please upload your response with filename 'Your Company Name_E11'. Your response must be no more than 6 side of A4, minimum font size 10.

Table 2: Contract Fees and Charges

٤	Cost for One Year						
trea	Workstream	Orkstream Annual Cost based Estimated Annual Activity Provided in Schedule 3 Annex 1 of this ITT	Unit Cost (£) Ex VAT			Total Cost for	
Workstream			Darwin Initiative	IWTCF	Darwin Plus	One Year (£) Ex VAT	
0	Staff Resourcing	Annual cost of Staff Resourcing					
		Contract Director					
		Programme Manager					
		Fund Administrator(s)					
		– Darwin Initiative					
		 Illegal Wildlife Trade Challenge Fund 					
		– Darwin Plus					
		Finance Director					
		M&E/Technical Adviser					
		Associate Consultants					
		Tenderers are expected to provide a breakdown the cost perrole (indicating grade and FTE, in the Unit Cost Column) and should include but not be limited to those roles identified in Section 3, Part 3. Daily Rates must be provided but will not be evaluated.					
1	Application Process:	Estimated Annual cost based on:					
		Darwin Initiative: 400 Stage 1 applications, of which 100 invited to the 2 nd Stage; one stage applications: 50 Extra, 100 other single stage applicants					
		IWT Challenge Fund: 200 Stage 1 applications, of which 60 invited to the 2 nd Stage; and 60 one stage applications.					
		Darwin Plus: 60 Stage 1 applications, of which 35 invited to the 2 nd Stage; and 25 One-Stage applications.					

		Unit Cost to be provided, for all types of application (Stage 1 & Stage 2, One-Stage), and for each fund		
	Fund Manager Assessments	Estimated Annual cost based on: 300 Darwin Initiative applications, including unit cost		
		120 IWT Challenge Fund applications, including unit cost		
		60 Darwin Plus applications, including unit cost		
	Due diligence and	Darwin Initiative – 65 new grants per annum, including unit cost		
	Finance Classification	IWT Challenge Fund – 35 new grants, including unit cost		
		Darwin Plus – 35 new grants, including unit cost		
2	Expert/ Advisory Groups	Annual Cost for each fund. (no unit cost required): Darwin Expert Committee		
		IWT Advisory Group		
		Darwin Plus Advisory Group		
3	Project management	Annual Cost, including a unit cost of: Quality assuring mid-year reports and annual reviews (live projects: Darwin Initiative – 120; IWT Challenge Fund – 50; Darwin Plus - 70) Quality assurance and assessment of a final report (live projects: Darwin Initiative – 35; IWT Challenge Fund – 15; Darwin Plus - 25) Annual cost of the Project Database management		
4	Financial Management	Annual Cost (no Unit Cost required)		
5	Building and Applying Evidence	Annual Cost (no Unit Cost required)		

6	Capability and Capacity Building	Unit Cost for each, by fund:				
		Darwin Initiative: 2x 2-day in-person workshop, 2x 3-hour virtual workshops, and 2x half-day virtual visit. Including unit costs				
		IWTCF: $1x\ 2$ -day in-person workshop, $1x\ 3$ -hour virtual workshops, and $1x\ half-day$ virtual visit. Including unit costs				
		Darwin Plus: 1x 2-day in-person workshop, 1x 3-hour virtual workshops, and 1x half-day virtual visit. Including unit costs				
		Plus general cross-fund helpdeskfunction for projects (25 email queries per month)				
7	Communications	Estimated Communication Plan Annual cost based on:				
		10-page Newsletter (6 per annum), including unit cost				
		800-word Case Study (30 per annum), including unit cost				
		10-page Best Practice Guide (10 per annum), including unit cost				
		Management of fund websites (updated weekly), annual cost				
		Weekly Social media updates (on 4 platforms) for each fund, annual cost				
		Curate Image Library of project generated photos (> 250 high quality images per annum), annual cost				
		5-min computer animation film (6 per year), including unit cost				
		5-min talking head film (4 per year), including unit cost				
	Comms helpdesk function for projects (20 email queries/month)					
8	General Contract management	Annual cost (No Unit Cost required)				
Total C	Fotal Cost for One-Year (£) Ex VAT					
Total C	ost for the Three-Year (Contract (£) Ex VAT				
	Fotal Cost for One-Year multiplied by three)					

All fields are mandatory, and most be completed if they are not greyed out. The Total Cost for the Three-Year Contract is the Total Cost for One-Year multiplied by three.

In the event the Contract is extended at the end of the 3-year term, revised costs will be calculated based on the increase in RPI (Retail Price Index) in accordance with clause C4.2, Appendix B, Authority's Condition of Contract.

APPENDIX E. Non-Disclosure Agreement

The Authority's Non-Disclosure Agreement which is applicable to this Invitation to Tender and any subsequent contract is provided in the accompanying document entitled ITT Appendix E Non-Disclosure Agreement

(see ITT Appendix E Non-Disclosure Agreement)



APPENDIX F. Authority's Grant Agreement

The Authority's Grant Agreement(s) that are applicable to this Invitation to Tender and any subsequent contract is provided in the accompanying document entitled ITT Appendix F Grant Agreement.

(see ITT Appendix F Authority's Grant Agreement)



APPENDIX G. Authority's Model Grant Application Form

The Authority's Model Grant Application Form(s) that are applicable to this Invitation to Tender and any subsequent contract are provided in the accompanying document entitled ITT Appendix G Model Grant Application Forms.

(see ITT Appendix G Authority's Model Grant Application Form stage 1 & stage 2)

Completed successful application forms are available on the project database for each project, please refer to projects awarded under the recent rounds (Round 26 onwards).



APPENDIX H. Privacy Notice – International Biodiversity Challenge Funds Administration Manager Personnel

Who is collecting my personal data?

The data controller is the Department for Environment, Food and Rural Affairs (Defra). You can contact Defra's Data Protection Manager by email at: data.protection@defra.gov.uk

Any questions about how Defra is using your personal data and your associated rights should be sent to the above contact.

The Data Protection Officer responsible for monitoring that Defra is meeting the requirements of the legislation can be contacted by email at: DefraGroupDataProtectionOfficer@defra.gov.uk

What personal data of mine is being used?

Your name and employment history.

Where have you obtained my personal data from?

Your employer is submitting a bid to Defra in response to the Invitation to Tender to be the Fund Manager for the International Biodiverse Challenge Fund. The person submitting the bid to Defra for or on behalf of your employer (i.e. the bid drafter) is required to include personal data relating to all key personnel who will be working in the Fund Manager's team in respect of the International Biodiverse Challenge Fund if the bid were successful. This includes the bid drafters' own personal data if they will also be key personnel in this team.

Why is Defra using my personal data?

During the tender phase (i.e. before it is decided which bid is successful), Defra will use the personal data to assess the experience and skills of key personnel in the prospective Fund Manager's team as part of the process of determining which bid is to be awarded the contract to be the Fund Manager.

After the tender phase, if your employer's bid were successful, Defra will use personal data supplied by your employer to ensure that only fit and proper persons are on the Fund Manager's team in respect of the International Biodiversity Challenge Fund. This relates to both all key personnel at the time the contract is awarded to your employer as well as to any key personnel appointed subsequently.

While you are in the position of being a member of the key personnel in the Fund Manager's team, Defra will also use your personal data (i.e. your name and business contact details), supplied by your employer as the appointed Fund Manager, to maintain a record of key contacts in the Fund Manager team; including, but not limited to, being a key point of contact for contract management-related matters.

What is the legal basis in data protection law for Defra's use of my personal data?

Article 6(1)(e) of the UK GDPR (General Data Protection Regulation), which relates to the use of personal data being necessary for the performance of a task in the public interest. The public interest task in this case is Defra's function, as a government department, to ensure the proper disbursement and use of public funds; i.e. the funds being administered by the Fund Manager in respect of the International Biodiverse Challenge Fund.

Am I required by law or contract (including entering into a contract) to provide Defra with my personal data that you are requesting?

No. However, the personal data are necessary for your employer to be able to submit a reasonable bid to Defra to be appointed as the Fund Manager for the International Biodiverse Challenge Fund, as the bid will need to demonstrate that a sufficient number of appropriate key personnel will be able to be engaged in administering the fund if the bid were successful. If your employer's bid to be the Fund Manager is successful and Defra and your employer enter into a contract, the provision of personal data relating to key personnel on the Fund Manager's team working on the International Biodiverse Challenge Fund will be requirement under that contract.

What are the consequences for me if I don't provide my personal data or allow it to be used by Defra?

You will not be able to be a member of the key personnel on the Fund manager's team in respect of the International Biodiverse Challenge Fund.

Who will my personal data be shared with?

Defra is not intending to share your personal data with any third party.

How long will my personal data be held for?

Personal data from the unsuccessful Fund Manager bidders will be retained for xx years [after the procurement has ended/the contract has expired], and then deleted.

Personal data from the successful Fund Manager bidder will be retained for the duration of the contract, and 7 years after the expiry of the contract.

What are my rights?

A list of your rights under data protection law is accessible at:

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/

How do I complain?

You have the right to lodge a complaint about the use of your personal data at any time with the Information Commissioner's Office (ICO – the data protection supervisory authority). If you wish to exercise that right, full details are available at:

https://ico.org.uk/make-a-complaint/

Defra's Personal Information Charter

Please also see Defra's Personal Information Charter, accessible by the following hyperlink, which broadly sets out details of Defra's processing of personal data:

https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about/personal-information-charter.

APPENDIX I. Completion of Paperwork

The paperwork applicable to the administration of the International Biodiversity Challenge Funds are Attached. This section is not an exhaustive list of the paperwork to be provided by the Contractor as a matter of course and may be amended by the Authority from time to time.

• Completed PGAF and Scheme form (ITT Appendix I PGAF)



• Defra Travel & Subsistence Policy (ITT Appendix IT&S Policy)



• Full Fraud Risk Assessment