**Invitation to Tender: for Reporting UK Non-Nuclear Radioactive Discharges as Required Under the Convention for the Protection of the Marine Environment of the North-East Atlantic (the** **OSPAR Convention)**

Tender Reference Number: 1455/04/2018

Deadline for Tender Responses: 8 May 2018, 12.00 hours

**Department for Business, Energy & Industrial Strategy**

Date: 11 April 2018

The Department for Business, Energy & Industrial Strategy (“BEIS”) wishes to commission a project to report UK Non-Nuclear Radioactive Discharges as Required Under the Convention for the Protection of the Marine Environment of the North-East Atlantic (the OSPAR Convention).

Enclosed are the following sections:

* Section 1 (page 3) Instructions on tendering procedures
* Section 2 (page 8) Specification of requirements
* Section 3 (page 19) Further information on tendering procedure
* Section 4 (page 22) Declarations and information to be provided;

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Questions for tenderers

Code of Practice for Research

* Annex A: Pricing schedule
* Annex B: Code of practice for research

Please register your interest in submitting a tender for this project by emailing parisbrussels@beis.cov.uk. This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned by 4 May 2018 clearly marked as “TENDER”.

I look forward to receiving your response.

Yours sincerely,

Bill Lyons

E:mail: parisbrussels@beis.cov.uk

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for ‘Reporting UK Non-Nuclear Radioactive Discharges as Required Under the Convention for the Protection of the MarineEnvironment of the North-East Atlantic (the OSPAR Convention)’

Tender Reference Number: 1455/04/2018

Deadline for Tender Responses: 8 May 2018, 12.00 hours

**Contents**

A. Indicative Timetable 4

B. Procedure for Submitting Tenders 4

C. Conflict of Interest 5

D. Evaluation of Responses 6

E. Terms and conditions applying to this Invitation to Tender 6

F. Further Instructions to Contractors 6

G. Checklist of Documents to be Returned 7

# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. BEIS reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Advert and full invitation to tender issued | 11 April |
| Deadline for questions relating to the tender | 18 April |
| Responses to questions published | 23 April |
| Deadline for receipt of tender | 8 May (12.00) |
| Invite suppliers for bid clarification (if needed) | 11 May |
| All suppliers alerted of outcome | End of May |
| Contract award on signature by both parties | Mid June, or earlier |
|  |  |
| Contract start date | Late June, or one week after contract signature |

The contract is to be for a period of approx. 4 years unless terminated or extended by the Department in accordance with the terms of the contract.

# Procedure for Submitting Tenders

The maximum page limit for tenders is ten pages (excluding declarations, CVs and pricing schedules).

Please send three hard copies of your tender to:

Bill Lyons

1 Victoria Street

London

SW1H 0ET

by 8 May 12.00 hours, and **email** your proposal **after** the deadline to [parisbrussels@beis.cov.uk](mailto:parisbrussels@beis.cov.uk)

For questions regarding the procurement process please contact [parisbrussels@beis.cov.uk](mailto:parisbrussels@beis.cov.uk)

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for a period indicated in the specification of requirements.

BEIS shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. BEIS shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email [parisbrussels@beis.cov.uk](mailto:parisbrussels@beis.cov.uk). All questions should be submitted by 18 April; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 23 April and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Conflict of Interest

The Department’s standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State.

For research and analysis, conflict of interest is defined the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensue maintain an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

1. **During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on contract finder (in a form which does not reveal the questioner’s identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **Contractors are asked to sign and return Declaration 3 (page 25) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
3. **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in the Department exercising its right to terminate any contract awarded.

# Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

# Terms and conditions applying to this Invitation to Tender

The Department’s Standard Terms and Conditions (T&C) of Contract will apply to this contract. Given the relatively low value and low levels of risk for this project we propose to make for this project only the following amendment to clause 18 (7) of the T&C:

*‘Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 30(6) the amount of liability under this clause shall be limited to a sum of £100,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.’*

The T&C can be downloaded from Contracts Finder.

# Further Instructions to Contractors

The Department reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 23 April. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

# Checklist of Documents to be Returned

* Proposal (maximum ten pages)
* Annex A – pricing schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest
* Declaration 5: Code of Practice

**Section 2**

**Specification of Requirements**

Invitation to Tender for ‘Reporting UK Non-Nuclear Radioactive Discharges as Required Under the Convention for the Protection of the MarineEnvironment of the North-East Atlantic (the OSPAR Convention)’

Tender Reference Number: 109/1718

Deadline for Tender Responses: 8 May 2018, 12.00 hours

**Contents**

1. Introduction and summary of requirements 9

2. Background 9

3. Aims and Objectives 10

4. Methodology 11

5. Outputs Required 13

6. Ownership and Publication 13

7. Quality Assurance 13

8. Timetable 13

9. Challenges 14

10. Working Arrangements 14

11. Knowledge, Skills and Experience 15

12. Consortium Bids 15

13. Budget 16

14. Evaluation of Tenders 16

# Introduction and summary of requirements

BEIS is looking for a contractor or contractors to gather UK non-nuclear radioactive discharges data and then write an official report on behalf of UK government for submission to an international audience. The gathered data must be analysed and processed into reporting templates (this entails the application of good data management practices (data quality checking, data verification and data sorting) as well as identifying whether discharges can reach an OSPAR maritime region).

The UK is a Contracting Party of the Convention for the Protection of the Marine Environment of the North-East Atlantic (the OSPAR Convention). Under the OSPAR Convention the UK is obliged to submit data from the non-nuclear sector (and nuclear sector but this is dealt with separately) on an annual basis. This requirement is contained within the OSPAR Radioactive Substances Strategy where it commits the OSPAR Commission to annually collect data on discharges from the non-nuclear sector. The UK is signed up to the Radioactive Substances Strategy (valid until 2020, a new Strategy will be agreed for beyond) and so regular reporting is required in order to review progress towards the targets of the Radioactive Substances Strategy.

The work specified here forms part of a wider programme of work under OSPAR.

# Background

Radioactive materials are in daily use in the UK. They have many applications, from the generation of electricity to diagnostic tools in medicine. In the course of their use small quantities of radioactive substances may be discharged into the environment, both from nuclear licensed sites and from non-nuclear operators such as universities and hospitals.

To meet the non-nuclear provisions of the OSPAR strategy with regard to radioactive substances, and to meet the provisions of the UK Radioactive Discharges Strategy; the UK has for some years gathered data on non-nuclear radioactive discharges and analysed this data. The analysed data has then been used:

* + Primarily, to annually report UK non-nuclear discharges to OSPAR
  + To contribute towards reviews of the 2009 UK Radioactive Discharges Strategy

OSPAR

The OSPAR Convention was agreed in 1992. Countries that have either a North East Atlantic coast or discharge into the OSPAR maritime area via their rivers are Contracting Parties to the Convention. Environment agencies in the UK have a duty to implement the general requirements of the OSPAR Convention.

At the 1998 Ministerial meeting of the OSPAR Commission, the Contracting Parties agreed a strategy with regard to radioactive substances. Each Contracting Party was required to produce a national plan to demonstrate how it would achieve the strategy objectives. The OSPAR Commission monitors progress in achieving the strategy through the assessment of national plans for meeting the 2020 objective and through evaluation of actual discharges, environmental concentrations and doses.

More information about OSPAR can be viewed at the following link: <https://www.ospar.org/convention>

UK Strategy for Radioactive Discharges

The UK Strategy for Radioactive Discharges updates Government policy and describes how the UK will continue to implement the agreements reached at the 1998 OSPAR Ministerial meeting, and subsequent OSPAR meetings on radioactive substances, particularly the Radioactive Substances Strategy.

The 2009 Strategy was expanded beyond the delivery of those commitments made under the OSPAR Radioactive Substances Strategy. Expanding the scope of the Strategy intends to set out a comprehensive picture of radioactive discharges in the UK and a common set of principles to underlie their regulation.

UK Review of the Strategy for Radioactive Discharges

This Review demonstrates the clear evidence of progress being made by the UK in meeting the outcomes of the 2009 Strategy and contributing towards the objectives of the OSPAR Radioactive Substances Strategy.

This review will be submitted to the OSPAR Convention Secretariat and other Contracting Parties for their consideration.

Helpful links are listed below:

* + UK Strategy for Radioactive Discharges: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/249884/uk_strategy_for_radioactive_discharges.pdf>
  + UK Review of the 2009 Strategy for Radioactive Discharges: to be confirmed following publication

# Aims and Objectives

The primary objective of this tender requirement is informed by the OSPAR Convention and the UK Strategy for Radioactive Discharges. The overall purpose is to gather UK non-nuclear discharge data which must then be processed into reporting templates (this entails the application of good data management practices (data quality checking, data verification and data sorting)). The data is then analysed to identify whether discharges can reach an OSPAR maritime region). The work needs to be completed and submitted to BEIS for checking in the first week of September to allow for any final adjustments. The final report needs to be submitted to BEIS by mid-September to allow for time to make the submission to OSPAR by 30 September, to be considered at the OSPAR Radioactive Substances Committee the following year.

In addition the UK has undertaken to perform a review of its 2009 Strategy every 5 years. Whilst a review of the Strategy is not imminent, the annually collected non-nuclear data must be gathered and provided in a format so that it can inform and contribute towards our non-nuclear discharges commitments.

For information the objective for non-nuclear discharge monitoring for OSPAR is pasted below. Information about UK objectives under the Strategy for Radioactive Discharges are also mentioned.

OSPAR - Objective

Relevant to this non-nuclear tender requirement, the 1992 OSPAR Convention makes a number of references applicable to radioactive substances. The Radioactive Substances Strategy sets the OSPAR Commission’s strategic objective:

*‘To prevent pollution of the OSPAR maritime area from ionising radiation through progressive and substantial reductions of discharges, emissions and losses of radioactive substances, with the ultimate aim of concentrations in the environment near background values for naturally occurring radioactive substances and close to zero for artificial radioactive substances’*

Helpful links are listed below:

* OSPAR Radioactive Substances Strategy (covers nuclear and non-nuclear discharges): <https://www.ospar.org/convention/strategy>
* OSPAR information about discharges from non-nuclear installations: <https://www.ospar.org/work-areas/rsc/non-nuclear-discharges>
* OSPAR guidance and format requirements for non-nuclear reporting: <https://www.ospar.org/work-areas/rsc/other/reporting-formats>

UK Strategy for Radioactive Discharges - Objectives

The UK Strategy for Radioactive Discharges updates Government policy and describes how the UK will continue to implement the agreements reached at the 1998 OSPAR Ministerial meeting, and subsequent OSPAR meetings on radioactive substances, particularly the Radioactive Substances Strategy.

This Strategy can be found in the links above and its objectives are located in the Executive Summary.

# Methodology

The proposed task is to provide the UK annual report of the non-nuclear sector discharges for submission to OSPAR.

To do this, it will be necessary for the contractor to follow the OSPAR reporting procedures for non-nuclear reporting (links to OSPAR guidance and the official reporting template is provided above). Key steps towards achieving this are listed below (though BEIS would welcome suitable innovative, alternative or adapted approaches):

* Gather data from the annual returns from authorised non-nuclear premises to the environment agencies within the UK. This information is gathered from the Environment Agency (for England), Natural Resources Wales (for Wales), Northern Ireland Environment Agency (for Northern Ireland) and SEPA (for Scotland). Information will also be provided from the Department for Business, Energy and Industrial Strategy (BEIS) for oil and gas industry.
* The gathered data then needs to be:
  + reviewed and checked for quality
  + filtered into the appropriate sectors and regions
  + analysed to identify discharges at reportable levels to OSPAR regions
* Look for any trends in the data over the years reported to OSPAR and any significant differences between data of the current year and the last year
* Present progress to the BEIS project management as agreed. Subject to BEIS comments and approval the contractor will prepare a report for OSPAR. The OSPAR report will be produced in a standard reporting style as required by OSPAR and as used in previous years by the UK. The OSPAR report will be submitted to BEIS who will then officially submit the Report to OSPAR.

The contractor will provide a proposed Contract/Project management plan against which progress and expectations can be monitored. At a minimum this should include:

* Aims
* Timeline
* Communications: an initial and then regular meetings (tel-conf where possible), and progress reports
* Milestones and deliverables
* Risks
* Roles and responsibilities
* Methodology
* Quality assurance
* Transition plan

Once the contractor is appointed the proposed management plan will be refined and agreed at the initial meeting with input from the BEIS project manager.

# Outputs Required

The following annual outputs will be required:

* A draft report submitted to BEIS in the first week of September for reviewing and checking (allowing BEIS to feedback any final adjustments or amendments)
* A final report submitted to BEIS by 15 September reflecting final adjustments and amendments; so that BEIS can submit the Report to OSPAR by 30 September

# Ownership and Publication

Ownership of the final report will lie with BEIS.

# Quality Assurance

The contractors draft plan will include provisions they consider appropriate to ensure project quality expectations are met. Once the contractor is appointed the proposed management plan will be refined and agreed at the initial meeting with input from the BEIS project manager. BEIS will ensure the measures and steps that provide for project quality are included.

# Timetable

The project is proposed to start in June 2018 and end in September 2021. The successful contractor will provide annual reports for submission to OSPAR for these four years. The successful contractor can expect to be active in developing the four reports in the periods July – September each year.

BEIS are tendering this opportunity for a 3 year contract with the option to extend for a further year. However, because of Government budgets and spending review periods we cannot currently guarantee funding will be available for year 3 and so we are looking for bids to price for the 3 years under the knowledge that it may only commence for 2 years.

Annual milestones expected are:

* Start date / Official notification from OSPAR by 30 June at the latest
* Early July to end of July: Data collection (establishing environment agencies contacts, set up of IPR data licenses with some agencies, prompting data provision to deadline)
* End July: Data arrival (usually in spreadsheet format)
* End July – end of August: Data analysis (entails):
  + - reviewing, verifying and quality checking data
    - sorting data into (i) the oil and gas industry and (ii) non-nuclear excluding oil and gas industry
    - determining discharge transit route from premise, in to river and to the OSPAR regions
* First week of September: A draft report submitted to BEIS for reviewing and checking (allowing BEIS to feedback any final adjustments or amendments)
* 15 September: A final report submitted to BEIS reflecting final adjustments and amendments (so that BEIS can submit the Report to OSPAR by 30 September)

As part of the tender response applicants will need to provide a more detailed breakdown of timings; suggested dates and timescales for different aspects of the project such as indicative dates of progress review meetings, submission to the BEIS Project Manager of progress notes, timings for information collation and writing of the report etc.

# Challenges

This project has been delivered successfully by contractors in the past. Experiential feedback indicates that some contractors have been challenged with the running and delivery of the project in an annual timeframe. This challenge is expected to be reduced by extending certainty. We are in effect offering the running and delivering of four annual projects over a four year timeframe rolled into a single tender. The following challenges need to be considered by applicants and addressed in the project design and delivery:

* the timeframe to gather data, process data, analyse data and produce the report (from OSPAR official commissioning around end June/July - 30 Sept)
* setting up IPR data licenses with some UK environmental agencies
* reliance on UK environmental agencies for the provision of the data

# Working Arrangements

The successful contractor will be expected to identify one named point of contract through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

Arrangements for monitoring progress will be agreed in the Contract/Project Plan.

# Knowledge, Skills and experience

BEIS would like you to demonstrate that you have the knowledge, experience and capabilities to undertake the project. Your tender response should include a summary of each proposed team members experience and capabilities.

Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

Project specific knowledge, skills and experience required include:

* Radionuclides and radiological risk in the environment
* OSPAR objectives and processes
* Technical report writing for an international readership
* Numerical and statistical skills
* Ability to sift large quantities of data and information for pertinent details

# Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Department reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

The Department recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Department so that it can make a further assessment by applying the selection criteria to the new information provided.

# Budget

The estimated budget for this project is up to £31,000 excluding VAT.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

Cost will be a criterion against which bids which will be assessed.

Payment will be linked to the delivery of the key annual milestones. BEIS propose to pay for the delivery of the annual projects every October, at the end of each annual phase.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

# Evaluation of Tenders

Contractors are invited to submit full tenders of no more than ten pages, excluding declarations etc. Tenders will be evaluated by at least three BEIS staff.

BEIS will select the bidder that scores highest against the criteria and weighting listed below:

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

**Scoring Method**

Tenders will be scored against each of the criteria below, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

|  |  |  |
| --- | --- | --- |
| **Criterion** | **Description** | **Weighting** |
| 01 | Knowledge, skills and experience | 50% |
| 02 | Cost | 30% |
| 03 | Methodology | 20% |
|  | | 100% |

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

|  |  |
| --- | --- |
| **Score** | **Description** |
| 1 | Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard |
| 2 | Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps |
| 3 | Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps. |
| 4 | Good: Proposal meets the required standard, with moderate levels of assurance |
| 5 | Excellent: Proposal fully meets the required standard with high levels of assurance |

**Scoring for Pricing Evaluation**

Price will be scored as set out below.

There will be a maximum of e.g. 30 marks

The lowest priced bid will receive the full 30 marks, all other bids will then be marked as set out below.

Proportionate Pricing scoring example

If 30% = 30 marks

|  |  |  |
| --- | --- | --- |
| Supplier | Price | Marks |
| 1 (lowest bid) | £50,000 | 30 |
| 2 | £60,000 | 50/60 \* 30 = 25 |
| 3 | £75,000 | 50/75 \* 30 = 20 |

**Structure of Tenders**

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedule attached at Annex A, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

**Bid Clarification**

The Department reserves the right to award the contract based on applicants’ written evaluation only if one candidate emerges from the evaluation stage as significantly stronger than the others.

BEIS may invite all suppliers for bid clarification if they feel bid clarification should be carried out.

**Feedback**

Feedback will be given in the unsuccessful letters or emails.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for ‘Reporting UK Non-Nuclear Radioactive Discharges as Required Under the Convention for the Protection of the MarineEnvironment of the North-East Atlantic (the OSPAR Convention)’

Tender Reference Number: 109/1718

Deadline for Tender Responses: 8 May 2018, 12.00 hours

**Contents:**

A. [Definitions](#_Definitions) 20

B. [Data security](#_Data_security) 20

C. [Non-Collusion](#_Non-Collusion) 21

# Definitions

Please note that references to the "Department" throughout these documents mean The Secretary of State for Energy and Climate Change[[1]](#footnote-1) acting through his/her representatives in the Department for Energy & Industrial Strategy.

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Department. You should be aware of the Department’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, of if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government’s transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

# Data security

The successful tenderer must comply with the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of *The Department*, and in particular personal information, must be held and transferred securely**. Contractors must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to *BEIS***. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of *The Department* is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* procedures for storing both physical and system data;
* data back-up procedures;
* procedures for the destruction of physical and system data;
* how data is protected;
* data encryption software used;
* use of laptops and electronic removable media;
* details of person/s responsible for data security;
* policies for unauthorised staff access or misuse of confidential/personal data;
* policies for staff awareness and training of DPA;
* physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of BEIS. Section 4 contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

* Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
* Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

**Section 4**

**Declarations to be submitted by the Tenderer**

Invitation to Tender for ‘Reporting UK Non-Nuclear Radioactive Discharges as Required Under the Convention for the Protection of the MarineEnvironment of the North-East Atlantic (the OSPAR Convention)’

Tender Reference Number: 109/1718

Deadline for Tender Responses: 8 May 2018, 12.00 hours

**Contents**

Declaration 1: Statement of non-collusion 23

Declaration 2: Form of Tender 24

Declaration 3: Conflict of Interest 25

Declaration 4: Questions for tenderers 27

# Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

1. communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents

(including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.

6. We understand that the Department is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

**\*** These may include (but are not restricted to);

* A professional or personal interest in the outcome of this research
* For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
* Current or past employment with relevant organisations
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
* Gifts or entertainment received from relevant organisations
* Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify the Department straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Declaration 4: Questions for tenderers

In some circumstances the Department is required by law to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| 1. the offence of bribery, where the offence relates to active corruption; |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |  |
| 1. the offence of conspiracy to defraud; |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671); |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. |  |

# (For research and development projects only. Delete if not applicable)

# Declaration 5: Code of Practice[[2]](#footnote-2)

I confirm that I am aware of the requirements of the BEIS Code of Practice[[3]](#footnote-3) for Research and, in the proposed project, I will use my best efforts to ensure that the procedures used conform to those requirements under the following headings[[4]](#footnote-4):

Responsibilities

Competence

Project planning

Quality Control

Handling of samples and materials

Facilities and equipment

Documentation of procedures and methods

Research/work records

I understand that BEIS has the right to inspect our procedures and practices against the requirements of the Code of Practice, and that I may be asked to provide documentary evidence of our working practices or provide access and assistance to auditors appointed by BEIS.

(There is some flexibility in the application of the Code of Practice to specific research projects. Contractors are encouraged to discuss with BEIS any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

**Annex A: Pricing Schedule**

**Part A – Staff/project team charges**

|  |  |
| --- | --- |
| Set up Costs – please specify |  |
|  |
| Expenses |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*Grade/level of staff** | **Daily rate**  **(ex VAT)** | **No. days offered over course of contract** | **Tasks to be undertaken on this project** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total** | | |  | **£** |

[\*Suppliers should also include sub-contractors]

**Part B – Non-staff/project team charges**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **No. of items** | **Price per item**  **(ex VAT)** | **Total price per offered** |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total** | | | **£** |

**Part C – Full price offered**

|  |  |
| --- | --- |
| **Sub-total (Part A + Part B)** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**Annex B: Code of Practice for Research**

**(For research only. Delete if not applicable)**

**CODE OF PRACTICE FOR RESEARCH**

***Issued by the Department for Energy & Industrial Strategy***

The Department has developed this Code of Practice from the Joint Code of Practice issued by BBSRC; the Department for Environment, Food and Rural Affairs (Defra); the Food Standards Agency; and the Natural Environment Research Council (NERC) which lays out a framework for the proper conduct of research. It sets out the key aspects of the research process and the importance of making judgements on the appropriate precautions needed in every research activity.

The Code applies to all research funded by BEIS. It is intended to apply to all types of research, but the overriding principle is fitness of purpose and that all research must be conducted diligently by competent researchers and therefore the individual provisions must be interpreted with that in mind.

***PRINCIPLES BEHIND THE CODE OF PRACTICE***

Contractors and consortia funded by BEIS are expected to be committed to the quality of the research process in addition to quality of the evidence outputs

The Code of Practice has been created in order to assist contractors to conduct research of the highest quality and to encourage good conduct in research and help prevent misconduct,.

Set out over 8 responsibilities the code of practice provides general principles and standards for good practice in research.

Most contractors will already have in place many of the measures set out in the

Code and its adoption should not require great effort.

***COMPLIANCE WITH THE CODE OF PRACTICE***

All organisations contracting to the Department (including those sub-contracting as part of a consortium) will be expected to commit to upholding these responsibilities and will be expected to indicate acceptance of the Code when submitting proposals to the Department.

Contractors are encouraged to discuss with BEIS any clauses in the Code that they consider inappropriate or unnecessary in the context of the proposed research project. The Code, and records of the discussions if held, will become part of the Terms and Conditions under which the research is funded.

Additionally, BEIS may conduct (or request from the Contractor as appropriate) a formal risk assessment on the project to identify where additional controls may be needed.

***MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE***

Monitoring of compliance with the Code is necessary to ensure:

* Policies and managed processes exist to support compliance with the Code
* That these are being applied in practice.

In the short term, BEIS can require contractors to conduct planned internal audits although BEIS reserve the right to obtain evidence that a funded project is carried out to the required standard. BEIS may also conduct an audit of a Contractor’s research system if deemed necessary.

In the longer term it is expected that most research organisations will assure the quality of their research processes by means of a formal system that is audited by an impartial and competent third party against an appropriate internationally recognised standard that is fit for purpose.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at http://www.ukrio.org/what-we-do/code-of-practice-for-research

***SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE***

***1. Responsibilities***

All organisations contracting to the Department (including those sub-contracting as part of a consortium will be responsible for the overall quality of research they conducted. Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the research teams, including a commitment to the development of scientific and technical skills.

The Principal Investigator or Project Leader is responsible for all the work conducted in the project including that of any subcontractors. All staff and students must have defined responsibilities in relation to the project and be aware of these responsibilities.

***2. Competence***

All personnel associated with the project must be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training must be supervised at a level such that the quality of the results is not compromised by the inexperience of the researcher.

***3. Project planning***

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with BEIS, taking account of the requirements of ethical committees[[5]](#footnote-5) or the terms of project licences, if relevant.

Significant amendments to the plan or milestones must be recorded and approved by BEIS if applicable.

***4. Quality Control***

The organisation must have planned processes in place to assure the quality of the research undertaken by its staff Projects must be subjected to formal reviews of an appropriate frequency. Final and interim outputs must always be accompanied by a statement of what quality control has been undertaken.

The authorisation of outputs and publications shall be as agreed by BEIS, and subject to senior approval in BEIS, where appropriate. Errors identified after publication must be notified to BEIS and agreed corrective action initiated.

***5. Handling of samples and materials***

All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by BEIS. The storage and handling of the samples, materials and data must be as specified in the project plan (or proposal), and must be appropriate to their nature. If the storage conditions are critical, they must be monitored and recorded.

***6. Documentation of procedures and methods***

All the procedures and methods used in a research project must be documented, at least in the personal records of the researcher. This includes analytical and statistical procedures and the generation of a clear audit trial linking secondary processed information to primary data.

There must be a procedure for validation of research methods as fit for purpose, and modifications must be trackable through each stage of development of the method.

***7. Research/work records***

All records must be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary.

The project leader is accountable for the validity of the wok and responsible for ensuring that regular reviews of the records of each researcher are conducted[[6]](#footnote-6)

The location of all project records, including critical data, must be recorded. They must be retained in a form that ensures their integrity and security, and prevents unauthorised modification, for a period to be agreed by BEIS

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at http://www.ukrio.org/what-we-do/code-of-practice-for-research

1. The Invitation to Tender is issued for the Secretary of State for Energy and

   Climate Change, as the new office of Secretary of State for Business,

   Energy and Industrial Strategy has yet to be constituted as a corporation sole.

   It is expected that rights and liabilities of the Secretary of State for Energy and

   Climate Change, including this Invitation to Tender, will in due course be transferred to

   the Secretary of State for Business, Energy and Industrial Strategy by an

   Order in Council under section 2 of the Ministers of the Crown Act 1975. [↑](#footnote-ref-1)
2. Please note that this declaration applies to individuals, single organisations and consortia. [↑](#footnote-ref-2)
3. The Code of Practice is attached to this ITT as Annex C [↑](#footnote-ref-3)
4. Please delete as appropriate [↑](#footnote-ref-4)
5. Please note ethical approval does not remove the responsibility of the individual for ethical behaviour. [↑](#footnote-ref-5)
6. Please note that this also applies to projects being undertaken by consortia. [↑](#footnote-ref-6)