



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

IUU Fishing – Quantifying the costs of IUU fishing to the UK

Tender Reference: itt_9892

Important Notice

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

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

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

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

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

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

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

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

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

This ITT and the Information is confidential.

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

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

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

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

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SECTION 1: TENDER PARTICULARS

GLOSSARY

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

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

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

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

PART 1: GENERAL

- 1.1 The Authority is looking for suppliers for **IUU Fishing – Quantifying the costs of IUU fishing to the UK**.
This project aims to understand the volume and the cost of IUU fishing to the UK. The cost should include consideration of:
- a. Economic costs: This could include a) the direct cost of IUU fishing activity undertaken by UK and third country vessels in UK waters on the UK economy and b) the direct cost of IUU fishing undertaken outside of UK waters but imported into the UK.
 - b. Environmental costs: This could include a) the financial cost resulting from the impact of IUU fishing on the UK marine environment b) the cost of conservation measures required to counteract the impact of IUU fishing on the UK marine environment, for example stock depletion.
 - c. Social costs: The financial cost resulting from the social impact of IUU fishing. This could include short-term job losses and long-term unemployment.
 - d. Taxpayer costs: The financial costs of the actions taken by UK government to tackle IUU fishing. This could include cost of enforcement, lost tax revenue, the cost of giving aid to developing countries that suffer from IUU fishing, the cost of IUU fishing in relation to illegal trafficking (e.g. via border force costs).
- 1.2 This procurement is NOT being carried out in accordance with the Regulations because it is below the relevant financial threshold. However, the Authority will conduct the procedure fairly, openly and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Tender;
 - award criteria and evaluation criteria which will be used to assess the Tenders; and
 - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause **Error! Reference source not found.**
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.

- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority, The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Procurement Activity	Anticipated Date	
Publish Contracts Finder Notice and Bidder Pack	22 nd February 2022	
Clarification deadline	Date	Time
	16 th March 2022	12:00pm
Bidder Pack / ITT response date	Date	Time
	28 th March 2022	12:00pm
Compliance Checks	29 th March 2022	
Evaluation	29 th March -12 th April 2022	
Moderation Meeting	13 th April 2022	
Produce Contract Award Report	22 nd April 2022	
Approval of Contract Award Report	27 th April 2022	
Issue Notification of Intention to Award letters	27 th April 2022	
Finalise Contract and obtain approvals (if required)	09 th May 2022	

Contract award / contract issued	09 th May 2022
Contract Start Date	16 th May 2022
Publish Contract Award Notice and Redacted Contract	16 th June 2022
Contract End Date	16 th September 2022

PART 3: COMPLETION OF TENDER

- 3.1 By submitting a Tender, Tenderers agree:
- to be bound by the ITT; and
 - that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.
- 3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for Tenders.
- 3.3 **Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through Bravo.**

Submission of Tenders

- 3.4 Tenderers must complete all parts of the Tender form in Bravo in accordance with the instructions therein.
- 3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Tender in accordance with the instructions in Bravo.
- 3.6 The Tender and any documents accompanying it must be in English.
- 3.7 Prices must be submitted in £ Sterling exclusive of VAT.
- 3.8 Tenders will be checked for completeness and compliance with the requirements of the ITT and only compliant Tenders will be evaluated.
- 3.9 Tenderers must be explicit and comprehensive in their Tender as, this will be the single source of information used to score and rank Tenders. The Authority will take into account only information which is specifically asked for in the ITT.

- 3.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 3.11 Failure to provide the information required or supply documents referred to in the Tender within the deadline for Tenders may result in rejection of the Tender.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Tender. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Tender but should answer each question so that it forms a stand-alone response. This may mean Tenderers need to repeat certain information in response to different questions if this is required by those questions.

Clarifications sought by Tenderers

- 3.13 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.14 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.15 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive; and/or
 - all Tenderers may benefit from its disclosure,

the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.

- 3.16 The Authority may not respond to a request for clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Tenders

- 3.17 Tenderers may modify their Tenders prior to the deadline for Tenders. No Tenders may be modified after the deadline for Tenders.

- 3.18 Tenderers may withdraw their Tenders at any time by submitting a notice via Bravo. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Tenders.

Receipt of Tenders

- 3.19 Tenders must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Tenders. The Authority will not consider Tenders received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of any change.
- 3.20 If a Tenderer experiences problems when uploading its Tender, it should contact the Bravo helpdesk for assistance and also inform the Authority.

Acceptance of Tenders

- 3.21 By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award any contract.

Costs of Tendering

- 3.22 Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tenders, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Tenders, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

- 3.23 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond adequately may result in the Tender being rejected.
- 3.24 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

Confidentiality of the ITT and related documents

- 3.25 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.26 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;

- the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.27 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.28 All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.29 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators:

- 3.30 When providing details of contracts as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.31 The Authority may contact any named customer contact given as a reference or otherwise referred to as part of a Tender (and including any contacts or references given as part of the Tenderer's PQQ response). The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.32 Subject to clauses 3.34 to 3.38 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.33 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

Commercially sensitive information and Freedom of Information

- 3.34 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.35 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify such information as confidential or commercially sensitive;

- explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.

3.36 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.

3.37 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.28 and 3.29). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.

3.38 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

3.39 Whilst the information in the ITT and supporting documents have been prepared in good faith the Authority does not warrant that it is comprehensive or that it has been independently verified.

3.40 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
- accepts any liability for the information contained in the ITT or in any other written or oral communication transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

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

3.41 Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority

and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

Canvassing

- 3.42 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.
- 3.43 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

- 3.44 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.45 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Tender being rejected.
- 3.46 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

Changes to a Tenderer's Circumstances

- 3.47 The Authority may:
- reject a Tender if there is a subsequent change of identity, control, financial standing or other factor i.e. resignation of a key individual or loss of a key contract etc which may affect the Authority's evaluation of the Tender;
 - revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderer's circumstances; or
 - at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Tender and in the absence of such certificate, reject the Tender.

Sub-Contracting

- 3.48 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Tender should be given in respect of the prime contractor and a separate appendix should be used to provide details of the proposed bidding model that includes:
- members of the supply chain;
 - the percentage of work being delivered by each sub-contractor; and
 - the key contract deliverables each sub-contractor will be responsible for
- 3.49 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Tenderers should note that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Tender, the Tenderer should inform the Authority immediately via Bravo. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

- 3.50 Prices must be submitted in £ Sterling exclusive of VAT.
- 3.51 The Contract is to be awarded as a fixed price, which will be paid according to the deliverables stated in the Specification of Requirements.
- 3.52 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any Tender.

Notification of Award and Standstill

- 3.53 The Authority will notify successful and unsuccessful Tenderers of its decision. There will be a ten (10) days standstill period before the Authority enters into the Contract.

TUPE (Not Applicable)

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement. Tenderers should note that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website <https://www.gov.uk/contracts-finder>. In some circumstances, limited redactions may be made to some contracts before they are published.

PART 5: ARMED FORCES COVENANT

- 5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

5.2 The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

5.3 Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided in Appendix D.

5.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

5.5 Paragraphs 5.1 – 5.4 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

SECTION 2: EVALUATION

Evaluation comprises the stages set out in the table below. More information on evaluation criteria is set out in Bravo

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	<p>This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 5 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	Pass/Fail
Stage 3	Technical & Professional Ability – Project Specific Requirements) (Technical Questionnaire)	<p>This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.</p> <p>Some requirements are mandatory and if you cannot provide them your Tender may be rejected.</p> <p>Scored as 70% weighting of the total available score,</p>	<p>Scored</p> <p>E01 Sustainability Weighting= Pass/ Fail</p> <p>E02 Equality & Diversity Policy Weighting= Pass/ Fail</p> <p>E03 Understanding of the specification of requirements. Weighting = Worth up to 20%</p>

		consisting of the following breakdown of questions:	<p>E04 - Methodology Weighting = Worth up to 40%</p> <p>E05 - Project planning, management, and delivery = Worth up to 10%</p> <p>E06 - Expertise and experience Weighting = Worth up to 30%</p>
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule on the ITT and Bravo.	Scored weighting 30%
Stage 5	Final score / Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 5</p> <p>The final score is calculated as follows:</p> <p>Total Technical Quality Requirements will make up to a maximum of 70% of total score. (Stage 3)</p> <p>Total Price Requirements will make up to a maximum of 30% of total score. (Stage 4)</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>	

- 1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings in clause 1.3 are applied.
- 1.2 Each question will be scored separately, and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
 - the total quality scores awarded will form **70%** of the final score;
 - The score awarded for price will form **30%** of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.

- 1.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 1.6 Questions asked by the Authority to evaluate submission's Technical Quality can be found on Bravo. These are repeated as Appendix C of this ITT for information purposes.
- 1.7 The method for scoring price can be found on Bravo.
- 1.8 The submissions against the Technical Quality questions E03 – E06 will be evaluated using the following scoring criteria:

For a score of 100: Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

For a score of 70: Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

For a score of 50: Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

For a score of 20: Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of 0: Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response to any scored question the Authority may choose to reject the Tender.

The commercial evaluation will be based on a total price and bidders will be required to provide a full price breakdown of each work package, per year and matched against milestones.

The Authority is keen to receive tenders that are value for money. The project is for a fixed cost. Cost should reflect the scope and quality of the work. Competitive day rates for staff based on grades; and number of days should be provided; including a detailed breakdown for equipment, consumables; overheads and travel costs. In summing up the price; bidders should focus on methods and approaches that are suited to the requirements set out in the specification.

Where subcontractors or joint contractors are used, a separate breakdown for each should be provided in addition to the overall project costs.

Day rates for all staff should be provided along with a general description of duties.

The weighting and maximum marks available for the price (Stage 4) will be 30% and will be awarded to the Tenderer with the lowest Total Price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

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

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

$$\text{Tenderer A Score} = £30,000/£30,000 \times 30 \text{ (Maximum available marks)} = 30$$

$$\text{Tenderer B Score} = £30,000/£50,000 \times 30 \text{ (Maximum available marks)} = 18$$

$$\text{Tenderer C Score} = £30,000/£60,000 \times 30 \text{ (Maximum available marks)} = 15$$

Commercial Pricing Breakdown applicable to this ITT is on Bravo. This should be downloaded; completed and attached to the commercial envelope.

***Please Note:**

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

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

Background

Since the 01st January 2021, the UK is not subject to the EU's Common Fisheries Policy and is an independent coastal state once again. The UK had been governed by the EU's Illegal, Unregulated and Unreported (IUU) fishing regulations (1005/2008). These regulations are retained in UK law, but the UK has the freedom to set its own policies and regulations on IUU.

The UK's status as an independent coastal state provides an opportunity to better understand how IUU fishing affects the UK. Better understanding this will influence policy development to tackle IUU fishing. The financial cost and environmental, economic, and social impact of IUU fishing on UK industry has not yet been quantified.

In 2021 Defra commissioned and published a systematic review, which identified, reviewed and critiqued existing literature of the impacts of IUU fishing and how they relate to the UK. A copy is attached to this ITT. The review found that the information currently available regarding IUU activities impacting the UK is primarily based on large scale estimates (often global) of both volume and cost or is derived from low sample-size studies which often lack statistical robustness.

At the end of the Transition Period, the UK retained the EU's IUU regulation (EU IUU Council Regulation 1005/2008) in domestic law. This project presents an opportunity to focus specifically on the impact of IUU fishing on the UK and to gain a deeper understanding of the cost and scale of IUU fishing. Evidence from the report will inform future policy and regulatory development.

The consequences of IUU fishing activity are wide-ranging. As well as undermining legal fishing and markets, IUU fishing plays a large role in negating sustainable fisheries management efforts, by depleting fish stocks and damaging the marine environment. As the social, economic, and environmental impacts of IUU fishing have moved to the forefront of fisheries issues in recent years, it is essential to understand the scale of the issue. Global losses from IUU are estimated to be between US\$10 billion and \$23.5 billion annually, between 10-22% of total fisheries production. In 2005, it is estimated that around 1.1 billion euros of IUU fisheries products were imported into the EU. Given this, quantifying the volume and cost of IUU fishing is required to assess the scale of the problem for the UK.

If IUU fishing replaces legal fishing activity, this could have large financial implications for the UK. As IUU fishers operate without quotas, regulations and various measures that limit legally operating fishers, they gain an unfair advantage. This undermines legal fishing activity and could potentially encourage IUU fishing activity.

Objective

The central objective of the project being commissioned in this ITT is to understand the a) volume and b) cost of IUU fishing to the UK. The cost should be represented as

a quantified GBP figure and should include consideration of:

- a. Economic costs: This could include a) the direct cost of IUU fishing activity undertaken by third country vessels in UK waters on the UK economy and b) the direct cost of IUU fishing undertaken outside of UK waters but imported into the UK.
- b. Environmental costs: This could include i) the financial cost resulting from the impact of IUU fishing on the UK marine environment ii) the cost of conservation measures required to counteract the impact of IUU fishing on the UK marine environment, for example stock depletion.
- c. Social costs: The financial cost resulting from the social impact of IUU fishing. This could include short-term job losses and long-term unemployment.
- d. Taxpayer costs: The financial costs of the actions taken by UK government to tackle IUU fishing. This could include cost of enforcement, lost tax revenue, the cost of giving aid to developing countries that suffer from IUU fishing, the cost of IUU fishing in relation to illegal trafficking (e.g. via border force costs).

Approach and Scope

The Authority is open to approaches to answer the overall objective, but when quantifying the cost and volume of IUU fishing the following two areas should be covered:

- i. IUU catches that enter the UK supply chain. This could include:
 - IUU fish caught outside the UK Exclusive Economic Zone (EEZ) by vessels of third-party Flag States and imported into the UK supply chain for consumption
 - IUU fish caught outside the UK EEZ that are processed in the UK
 - IUU fish caught inside the UK EEZ landed or eventually processed in the UK
- ii. IUU fishing in the UK EEZ, by foreign vessels. This could include:
 - IUU catches from the UK EEZ that are landed in the UK (note the link to the area above)
 - IUU catches from the UK EEZ that are landed in foreign ports
 - Catches by foreign vessels that are illegally discarded.

The tenderer should seek to provide a breakdown of the main sources of IUU fish. This may be from specific species, regions, fisheries or fleets.

The tenderer should make use of secondary data. Where there are data gaps, the tenderer should collect the data if possible and identify any data gaps that cannot be filled as part of the project. Defra will help to provide any data where possible.

Having identified and quantified costs, the tenderer should provide policy options to address the highest identified costs. A detailed economic appraisal of the proposed policy options will not be required.

Depending on the availability of funding, it may be possible to undertake a separate competition with a scope that will include the waters of the UK's Overseas Territories.

Methodology

A quantitative methodology should be taken, supplemented with qualitative approaches as the tenderer sees fit. The tenderer should outline the approach to conceptualising and measuring the economic, social and environmental costs of IUU fishing, and how their methodological approach will result in an assessment of the volume and costs of IUU fishing.

The supplier should draw on the FAO's "Technical guidelines on methodologies and indicators for the estimation of the magnitude and impact of illegal, unreported, and unregulated (IUU) fishing" as a general guide and ensure that any methodology is aligned to the FAO's approach.

Deliverables

A kick-off meeting with Defra.

An inception report which sets out the methodology, approach, timelines, and team structure.

A draft final report and an accompanying workshop to discuss the draft.

A final report. This should include:

- a. **Executive summary**
- b. Methodological approach (including reference to any sampling, data collection, data limitations, and data analysis).
- c. Findings
- d. Conclusions and policy recommendations
- e. An annex that summarises the data sets used/ key figures.

Regular meetings between the supplier and the Defra project lead. It is anticipated that these will be fortnightly.

Expertise

Required:

- a. Experience of policy relating to IUU fishing
- b. Fisheries trade experience and understanding

- c. Experience using and evaluating economic models
- d. Experience undertaking risk assessment using risk assessment models
- e. Experience with data collection

Desirable:

- a. Experience working with government on IUU fishing prevention (policy and programming).

Relevant background reading

- a. Tinch, R. *et al.*, (2008) Costs of Illegal, Unreported and Unregulated Fishing in EU Fisheries waters
- b. Martinsohn, J. T., (2013) <https://op.europa.eu/en/publication-detail/-/publication/7997b95f-4fcf-4095-836f-c24b2edc3484/language-en>
- c. Petrossian, G. A., (2014) <https://www.sciencedirect.com/science/article/pii/S0006320714003140>
- d. Vince, J., (2007) <https://www.sciencedirect.com/science/article/pii/S096456910700052X>
- e. Dasgupta, P. (2021) [The Economics of Biodiversity: The Dasgupta Review \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/954542/The_Economics_of_Biodiversity_The_Dasgupta_Review.pdf)

Expertise Required:

- a. Experience of policy relating to IUU fishing
- b. Fisheries trade experience and understanding
- c. Experience using and evaluating economic models
- d. Experience undertaking risk assessment using risk assessment models
- e. Experience with data collection

Desirable:

- a. Experience working with government on IUU fishing prevention (policy and programming).

Proposed timeline

The desired date for delivery of the final report is 16th September 2022, however tenderers should indicate whether this is achievable. Where this may not be achievable, please indicate the timeframes needed for the delivery of the work.

Tenders should note that the Authority is under no obligation to proceed with the remaining stages or proceed with payment for the remainder of the contract if the first deliverable (Deliverable 1 - *Inception report presentation at progress meeting*) is not successful.

	Details	Date
	Contract Start Date	16 th May 2022
	Kick off meeting	Week commencing 23 rd May 2022
Task 1	Produce inception report to be signed off by Defra. The plan should set out the how the project will be delivered and the key milestones	16 th June 2022
Deliverable 1	Inception report presentation at progress meeting	Week commencing 20 th June 2022
Task 2	Data analysis	As the contractor deems fit
Deliverable 2	Draft findings	As the contractor deems fit
Task 3	Draft report	As the contractor deems fit
Deliverable 3	Draft report presentation at workshop to discuss progress	As the contractor deems fit
Task 4	Finalise report	As the contractor deems fit
Deliverable 4	Final report due	16 th September 2022

Reporting Requirements

- a. This project should produce a report, which brings together the deliverables of the methodology including a estimation of volume of IUU and cost of IUU to the UK.

Payment and Deliverables

Project Milestone	Detail	Dates
Delivery of Stage 1:		

Inception report		
Payment Point 1 20% of Total Price Completion of inception report	To complete inception report	16 th June 2022
Progress Meeting 1	Tenderer will need to share a draft of inception report	16 th June 2022
Delivery of Stage 2: Estimation of Volume and Costs of IUU		
Payment Point 2 20% of Total Price Completion of estimation of volume and costs of IUU	Draft methodology results and estimation of IUU volume and costs	As the contractor deems fit
Progress Meeting 2	Share methodology results and estimation of IUU volume and costs	As the contractor deems fit
Delivery of Stage 3: Draft Report		
Payment Point 3 20% of Total Price Completion of draft report	To complete a draft version of final report	As the contractor deems fit
Progress Meeting 3 Workshop	Tenderer will need to share draft report at a progress workshop	As the contractor deems fit
Decision point on scope	Decision made to extend the project to include the waters of the UK's Overseas Territories (see paragraph 12)	As the contractor deems fit

Delivery of Stage 4: Final Report		
Payment Point 4 40% of Total Price Delivery of final report	Deliver final report	16 th September 2022

Section 4: Governance and Contract Management

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 5 and Section 6 below.
2. An official within Defra will act as the Project Officer responsible for the day to day management of the contract. The Supplier will appoint a Project Manager who will act as the principal point of contact for Defra. Tenderers may propose consortium or subcontracting arrangements but should provide a single manager responsible to Defra for fulfilment of the contract and for liaison with Defra's contact person.
3. The Supplier will be required to provide the Project Officer at Defra with regular progress updates. The form of these updates will be agreed in the inception meeting but is likely to involve weekly project management telephone meetings initially, changing to every two weeks when project is well-established. The Supplier will also agree to make all reasonable efforts to meet with Defra officials as and when required.
4. Following completion of a deliverable a 'Post-Assignment Feedback' review will be undertaken with key members of the programme team to discuss what was achieved, what went well and any opportunities for improvement on future assignments.
5. The Supplier shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline. Tenderers should provide an assessment of risks and countermeasures in a risk management plan as part of their submission.

6. Efficiencies and Continuous Improvement in Service Lifetime

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

7. Performance Management

- 7.1. Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 7.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework.

The proposed KPIs are set out in Section 4 and Section 5.

Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

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

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

** Under HMRC rules this expense is taxable.

UK Subsistence

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

SECTION 5: PERFORMANCE MANAGEMENT FRAMEWORK

1. Overview of the PMF

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
 - Contract Management
 - Delivery and Support
 - Quality of Service
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor's performance at both individual level and at the enterprise level with the individual Contractor.

2. Management of the PMF

- 2.1. Key Performance Indicators (KPIs) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPIs will be reported by the Contractor to the Authority on a monthly basis. The Contractor shall detail performance against KPIs in Monthly Reports and at quarterly Contract Meetings with the Authority; who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.
- 2.5. The Authority reserves the right to amend the existing KPIs detailed in Section 5 or add any new KPIs. Any changes to the KPIs shall be confirmed by way of a Contract Change Note.

Section 6: Key Performance Indicators (KPI's)

KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
KPI 1 – Project Deadlines	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline, or less than one day but later than the agreed time if a restricted timescale.	Meets expectations - All deliverables sent to the Authority on time
KPI 2 – Invoices	Invoices to be received within three (3) working days of the end of each month.	Invoices quote the correct PO, Contract number, the Authority Contact, and qualitative description of the work being done.	Invoices received by the Authority which contains inaccuracies and/or greater than 10 (ten) working days after the agreed deadline.	Invoices received by the Authority greater than 5 (five) working days after the end of the month, and/or contains some inaccuracies.	Meets expectations - All invoices received by the Authority on time and accurately reflect agreed work
	Invoices and associated deliverables should be clearly linked.	Invoices must be clearly itemised: specific milestones and deliverables should be explicitly listed.			

	Note partial payment for milestones is not permissible: only completed milestones and deliverables are chargeable.	Associated reports should be clearly and explicitly linked to invoices to help financial tracking.			
KPI 3 – Quality of Deliverable: Error Free	Deliverables are accurate and free of errors.	Deliverables reviewed by the Authority for accuracy.	A significant error is identified that results in published documents or National Statistics being amended by Defra. Or an error is identified that results in Government incurring financial damages or significant reputational harm.	An error is identified that does not result in published documents or National Statistics being amended	Meets expectations – No errors within deliverables
KPI 4 – Check point risk Assessment	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept up to date throughout the project. Evidence should be provided that risks are proactively managed.	Risk Assessment is not kept up to date and known risks are not communicated on the Risk Assessment	Risk Assessment is kept up to date but communication on the Risk Assessment is incomplete	Risk assessment is kept up to date and remains appropriate for use

KPI 5 – Monthly activity check-in with Authority	Contractor will give Authority monthly updates on project progression, any foreseen blockages or issues	Contractor will contact Authority at least monthly (email/phone/videocall) with relevant updates	Contractor goes more than 3 months without contacting Authority with relevant updates, OR without stating known future potential issues	Contractor goes more than 2 months without contacting Authority	Contractor contacts Authority at least monthly, stating project activities and any future potential issues
KPI 6 – Quality of Deliverable: Report QA	A credible QA development plan is in place with time bound deliverables to implement Defra Quality Assurance Guidelines for Reports. QA logs are implemented and accurately maintained for all Reports.	A credible and time bound plan to implement Defra QA Guidelines for Models is in place and adhered to. The guidelines are implemented within the lifetime of the Contract. QA logs are accurately maintained and annually updated.	Lack of a model QA development plan, a significant inaccuracy in the QA log or significant failure to maintain the model at the required standard, failure to implement the Defra QA Standards for Models within the lifetime of the project	Lack of a model QA development plan, a significant inaccuracy in the QA log or a failure to maintain the model to the required standard	Meets expectations

APPENDIX A

FORM OF TENDER

To be returned by 12:00pm (UK time) on 16th March 2022.

Elizabeth James

Procurement Advisor

Department for Environment, Food and Rural Affairs

Procurement and Commercial Function

Nobel House

17 Smith Square

London, SW1P 3JR

TENDER FOR THE: ***IUU Fishing – Quantifying the costs of IUU fishing to the UK***

Tender Ref: **itt_9892**

1. We have examined the invitation to tender and its schedules set out below (the **ITT**) and do hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 16th May 2022 for the period specified in the ITT.
 - Tender Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and

- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:

- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- b. if there are or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.

5. We undertake and it shall be a condition of the Contract that:

- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
- b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
- c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.

6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed

Date

In the capacity of

**Authorised to sign
Tender for and on
behalf of**

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B
AUTHORITY'S CONDITIONS OF CONTRACT
Upload on Bravo

APPENDIX C

TECHNICAL EVALUATION QUESTIONS

If a Tenderer receives a 'Fail' in any of the questions E01 - E02 they will be eliminated from the procurement.

If a Tenderer scores 20 or less using the 'Scoring Criteria' in Section 2: Tender Evaluation (Paragraph 1.8); for any of the questions E03-E05 the Authority may choose to reject the Tender.

The technical evaluation will account for **70%** of the total marks.

E01 Sustainability (Weighting - Pass/Fail)

The Authority has set itself challenging commitments and targets to improve the environmental and social impacts of its estate management, operation and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement published at:

<https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement>

Within this context, please explain your approach to delivering the services and how you intend to reduce negative sustainability impacts. Please discuss the methods that you will employ to demonstrate and monitor the effectiveness of your organisation's approach.

Evaluation Criteria:

Your response must:

- Demonstrate that there is a sustainable policy in-place.
- Provide evidence how you will reduce the environmental impacts of delivering this contact that may include the following;
 - Using innovative sustainable tools, techniques and technologies
 - The procedures and systems in place for communicating what needs to be done to improve sustainability to those engaged on this contract;
 - Explain how you measure sustainability performance and be able to report to the Authority on progress if required.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing sustainability.

Please upload your response with filename 'Your Company Name_E01'. Your response must be no more than 2 side of A4, minimum font size 10. Your Sustainability Policy will be accepted in addition to this limit.

E02 Equality and Diversity Policy (Weighting - Pass/Fail)

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

Evaluation Criteria:

- Includes a copy of the Tenderer's equality and diversity policy or an equivalent document which shows their organisation's commitment to equality and diversity and confirms their compliance with relevant legislation.
- Describes how the Tenderer will promote equality and diversity in relation to the delivery of this Contract.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing equality and diversity.

Please upload your response with filename 'Your Company Name_E02'. Your response must be no more than 2 side of A4, minimum font size 10. Your Equality and Diversity Policy will be accepted in addition to this limit.

Questions E03-E05 are scored as per the criteria outlined in Section 2: Tender Evaluation (Paragraph 1.8 above)

The Technical weighting of Bravo will be calculated at 100% of the total score available initially.

E03 is worth 20% of the technical score available

E04 is worth 40% of the technical score available

E05 is worth 10% of the technical score available

E06 is worth 30% of the technical score available

However, as the Technical weighting is worth 70%. All technical answers are required to be upload to the 'Technical Envelope' of Bravo. Tenderers should not include any commercial/pricing information in the responses to the technical questions.

All tenderers should be aware of the timescales set to deliver this requirement and only submit a response where they are fully confident of being able to deliver within these parameters.

Questions E03 – E06 will be scored using the following scoring criteria:

For a score of 100: Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

For a score of 70: Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

For a score of 50: Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

For a score of 20: Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of 0: Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response in respect of questions E03-E06 the Authority may choose to reject the Tender

E03 - Understanding of the Specification of Requirements. (Weighting 20%)

Describe your understanding of the requirements detailed in Section 3 of this ITT (Specification of Requirements).

Evaluation criteria

Your response should demonstrate:

- Understanding of the nature of IUU fishing
- Awareness of the impacts that IUU fishing has on different areas
- Understanding of why quantifying the impact of IUU fishing will be useful
- Understanding of the ways in which a quantified cost of IUU may support future policy development

Please upload a document with the filename: "E03_Your Organisation Name". Your response must not exceed a maximum of 2 sides of A4, font size 11.

E04 – Methodology (Weighting 40%)

Please provide details of the methodology and approaches proposed to deliver the Specification of Requirements for this project.

Evaluation Criteria

Your response should:

- Demonstrate a clear understanding of the nature of the requirements and an approach to a quantified cost of IUU.
- Indicate initial thoughts regarding the development of a clear, practical, achievable and cost-effective methodology.
- Indicate the types of sources likely to be used.
- Include information in enough detail to allow a full appraisal of the suitability of the approach to deliver for the project.

Please upload a document with the filename: "E04_Your Organisation Name". Your response must not exceed a maximum of 4 sides of A4, font size 11.

Any responses exceeding 4 sides of A4 will not be evaluated. Links to other documents will not be considered as part of your response.

E05 - Project Planning, Management, and Delivery (Weighting 10%)

Please provide information on how you will plan, manage and deliver this project.

Evaluation Criteria

Your response should:

- Include an organogram showing the project management structure and lines of communication and reporting;
- Include a project plan to show key timelines and milestones;
- Include a breakdown of staff working on the project and the number of days each member of staff is scheduled work on each element of the project;
- Include details on the quality assurance processes in place to ensure that the final outputs are robust;

- Include an assessment of risks to the project, and how these will be managed and mitigated.

Please upload a document with the filename: "E05_Your Organisation Name". Your response must not exceed a maximum of 2 sides of A4, font size 11.

E06 – Expertise and Experience (Weighting 30%)

The project will require knowledge and experience of work related to undertaking reviews of literature, engagement with data regarding fisheries, data collation and analysis, and technical report writing.

We recognise that the tenderer may not have a deep and comprehensive understanding of IUU fishing, however they must know the relevant personnel to contact for expertise and know where to look to result in a quantified cost.

The tenderer must also have an understanding of how information has previously been collected and translate the experience of others into designing methodology appropriate to these circumstances. Therefore, they must have an understanding of techniques and methodologies used for economic modelling, so that they can understand the economic modelling that has been done to estimate the costs of IUU and suggest methodologies for future research.

Please provide details of the project team and the key personnel who will be involved in delivering the project, outlining their expertise to deliver the project. CVs should be attached as an annex, (limited to 1 side of A4, per person).

Please also provide a relevant example of a project undertaken, which can be used to demonstrate suitable and relevant experience, (within the last 3 years). This example can include an analytical framework that you have produced, and should demonstrate the delivery of good quality products, to time and on budget.

Evaluation Criteria

Your response should:

- Identify all key staff, their grades, and roles within this project, and demonstrate that the project team is well suited to achieving the projects objectives;
- Demonstrate that the project team provides value for money
- Demonstrate that the project team have experience and knowledge of seafood trade
- Demonstrate that the project team have an understanding of techniques and methodology used for economic modelling, in order to develop economic modelling for future research.

APPENDIX D

ARMED FORCES CORPORATE COVENANT

Section 1: Principles of the Armed Forces Covenant

We Company XYZ will endeavour in our business dealings to uphold the key principles of the Armed Forces Covenant, which are:

- no member of the Armed Forces Community should face disadvantage in the provision of public and commercial services compared to any other citizen;
- in some circumstances special treatment may be appropriate especially for the injured or bereaved.

Section 2: Demonstrating our Commitment

Company XYZ recognises the value serving personnel, reservists, veterans and military families bring to our business. We (Company XYZ) will seek to uphold the principles of the Armed Forces Covenant, by:

- promoting the fact that we are an armed forces-friendly organisation;
- seeking to support the employment of veterans young and old and working with the Career Transition Partnership (CTP), in order to establish a tailored employment pathway for Service Leavers;
- striving to support the employment of Service spouses and partners;
- endeavouring to offer a degree of flexibility in granting leave for Service spouses and partners before, during and after a partner's deployment;
- seeking to support our employees who choose to be members of the Reserve forces, including by accommodating their training and deployment where possible;
- offering support to our local cadet units, either in our local community or in local schools, where possible;
- aiming to actively participate in Armed Forces Day;
- offering a discount to members of the Armed Forces Community;
- any additional commitments XYZ could make (based on local circumstances).

[You are encouraged to sign up to as many of the above as appropriate to your business. Please amend to provide details of how you intend to meet each commitment.]

We will publicise these commitments through our literature and/or on our website, setting out how we will seek to honour them and inviting feedback from the Service community and our customers on how we are doing. [Amended as appropriate for your business.]

APPENDIX E
Commercially Sensitive Information (Attached)
Please re-produce and upload as an attachment on Bravo if applicable

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

APPENDIX F

PRICING SCHEDULE

(Uploaded onto the Bravo Portal)

APPENDIX G

STAFF TIME IN DAYS TEMPLATE

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