



Department  
for Environment  
Food & Rural Affairs

[www.gov.uk/defra](http://www.gov.uk/defra)

## **Invitation to Tender**

### **Tender for Mapping Sea Anglers in English Waters (MMO1163)**

**Tender Reference: itt\_5084**

# 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
<b>“Authority”</b>	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
<b>“Bravo”</b>	the e-Tendering system used by the Authority for conducting this procurement, which can be found at <a href="http://defra.bravosolution.co.uk">http://defra.bravosolution.co.uk</a>
<b>“Contract”</b>	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
<b>“EIR”</b>	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.
<b>“FOIA”</b>	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.
<b>“Information”</b>	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the procurement.
<b>“ITT”</b>	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
<b>“Pricing Schedule”</b>	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
<b>“Regulations”</b>	the Public Contracts Regulations 2015.
<b>“Response”</b>	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
<b>“Tender”</b>	a formal tender in response to this ITT.
<b>“Tenderer”</b>	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
<b>“Timetable”</b>	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 to develop a robust spatial map of where sea angling occurs in England.
- 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 3.14.
- 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.

Publish advertisement for the procurement		29 October 2018
Deadline for clarification questions	Date	14 November 2018
	Time	12:00 GMT
Deadline for Tenders	Date	23 November 2018
	Time	12:00 GMT
Evaluation of Tenders		27 November – 7 December 2018
Contract award notification		17 December 2018
Contract award		21 December 2018
Contract start date		7 January 2018
Contract end date		30 June 2019
Extension period		3 months

## 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 Pounds Sterling (GBP£) 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, 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 will 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**

- 3.14 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.15 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.16 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal 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.

- 3.17 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**

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

- 3.20 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.
- 3.21 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**

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

## **Costs of Tendering**

- 3.23 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**

- 3.24 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.
- 3.25 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

## **Confidentiality of the ITT and related documents**

- 3.26 The contents of the ITT and of any other documents 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.
- 3.27 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.

3.28 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

3.29 All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

3.30 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its 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:**

3.31 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.

3.32 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.

3.33 Subject to clauses 3.35 to 3.39 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.

3.34 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, 3.30 and 3.35 to 3.39.

## **Commercially sensitive information and Freedom of Information**

- 3.35 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.36 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.
- 3.37 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.
- 3.38 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 3.29 and 3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR 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.
- 3.39 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

## **Disclaimers**

- 3.40 Whilst the information in the ITT and supporting documents have been prepared in good faith the Authority does not warrant that it is comprehensive or that it has been independently verified.
- 3.41 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
  - accepts any liability for the information contained in the ITT or in any other written or oral communication 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.

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

### **Canvassing**

- 3.43 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement 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.
- 3.44 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

### **Conflicts of Interest**

- 3.45 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.46 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.
- 3.47 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

### **Changes to a Tenderer's Circumstances**

- 3.48 The Authority may:
- reject a Tender if there is a subsequent change of identity, control, financial standing or other factor 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**

- 3.49 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the 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
- 3.50 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should 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.

### **Consortia**

- 3.51 If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;
- names of all consortium members;
  - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
  - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
- 3.52 Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.
- 3.53 All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.
- 3.54 If the Tenderer proposes to create a separate legal entity the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within

the new legal entity in a separate appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.

- 3.55 Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 19(6) of the Regulations.
- 3.56 The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via Bravo of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

### **Pricing**

- 3.57 The Contract is to be awarded as a fixed price which will be paid according to the deliverables stated in the Commercial Workbook.
- 3.58 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**

- 3.59 The Authority will notify successful and unsuccessful Tenderers of its decision.

## **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 G.
- 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](mailto: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 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 1.3 to 1.14 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	Pass/Fail



Stage 3	Tender: Technical Requirements (Appendix G)	This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in Bravo	Technical Requirements will make up 80% of the total marks available.  E01-E03 are scored and each has the following weighting: E01: 40% E02: 30% E03: 30%
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule in Bravo.	The Pricing Schedule will make up 20% of the total marks available and will be scored.
Stage 5	Award	A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 and 4.  The final score is calculated as follows: 80% is made up of the total of Stage 3 (Technical) 20% is made up from Stage 4 (Pricing)  The most economically advantageous tender will be the Response with the highest final score.	100%

- 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 80% of the final score;
  - The score awarded for price will form 20% 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 E01 – E03 will be assessed using the following criteria:

Score	Justification
For a score of hundred (100):	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.
For a score of seventy (70):	Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.
For a score of fifty (50):	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
For a score of twenty (20):	Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.
For a score of zero (0):	Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

- 1.7 If a score of twenty (20) or below is awarded to a Tenderer's response to any questions (E01 to E03), the Authority will reject the Tender. This decision will be informed by considering all the Tenderer's responses in the proposed solution's ability to deliver the Authority's requirements.
- 1.8 For avoidance of doubt please note: no half marks or a score other than those whole numbers above will be awarded to responses.
- 1.9 Technical questions are found on Bravo.
- 1.10 The weighting and maximum marks available for the price will be 20% and will be awarded to the Tenderer with the lowest tender price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 20 \text{ (Maximum available marks)}$$

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

- Tenderer A Score = £30,000/£30,000 x 20% (Maximum available marks) = 20%
- Tenderer B Score = £30,000/£50,000 x 20% = 12%
- Tenderer C Score = £30,000/£60,000 x 20% = 10%

## **SECTION 3: SPECIFICATION OF REQUIREMENTS**

This Section sets out the Authority's requirements.

### **1. Project Aim**

Develop a robust spatial map of where sea angling occurs in England.

### **2. Background**

Sea angling is a major pastime around English coastal waters however the specific spatial information needs improving. This project will create a national dataset showing the most important sites used in sea angling in English waters. This will improve the delivery of marine plan policies relating to recreational and commercial sea angling and their consideration alongside other uses of space in marine plan areas. Spatial information on sea angling will also assist the Marine Management Organisation (MMO) and Inshore Fisheries Conservation Authorities (IFCAs) in managing potential impacts on Marine Protected Areas.

### **3. Objectives**

The objectives in this scoping exercise are as follows:

- compile existing public sources of local knowledge of where sea angling is commonly undertaken to identify a list of unique sites and the species targeted
- provide robust data on the spatial and temporal distribution of the sites currently important for sea angling
- identify changes in activity patterns and species targeted over time
- use stakeholder engagement to validate the approach through testing the spatial outputs using key stakeholder knowledge

The Centre for Environment, Fisheries and Aquaculture Science (Cefas) have been involved in a similar piece of work in Wales led by Bangor University and have worked closely with the MMO in the development of this specification.

### **4. Outputs**

The main outputs from this project will include the following:

- inception report including an agreed detailed programme of work
- technical report associated outlining methods including data gathering and analysis, and containing completed evidence and data quality assessments (data and evidence QA templates will be supplied by the MMO)
  - stakeholder engagement report
  - a draft final report for review by MMO
  - final report with associated comments log identifying how comments and recommendations identified at the draft final stage have been addressed

- GIS shapefiles, associated styling including collation of GIS files (ESRI format (compatible with ArcGIS 10.2) and MEDIN compliant metadata) and data processing logs. The required attribution and structure of any GIS data outputs will be defined and agreed at project inception

## **5. Timetable**

The exact project timeline, which the tenderer is expected to put forward in their proposal, will be agreed at the inception meeting. As the outputs from this project are needed to feed into plan polices in summer 2019, it is anticipated that the project will be completed no later than 30 June 2019. The Inception meeting will happen within 1 month of contracts being agreed, with a subsequent report being issued within 1 week. Progress reports will be monthly. Draft deliverables will be submitted to comment to the MMO at least 1 month before delivery of the final project report.

## **6. MMO Quality / Reporting Standards**

### **Quality Assurance**

It is essential that any evidence used in preparing the final report has been collected, processed and published with rigour and that appropriate quality assurance (QA) processes are in place, and embedded, within the contracting organisation. The Contractor will provide the MMO with relevant assurances around QA procedures and/or certifications from recognised standards providers (for example ISO). This will be done using MMO QA forms.

Appendix I (Proposed Governance and Contract Management Arrangements) to this ITT, will be incorporated into the resultant contract.

### **Coordinate Reference System**

Digital GIS datasets will be provided in the following the ETRS 1989 coordinate reference system. The appropriate virus checks and Quality Assurance of data will be completed on all data prior to dissemination.

### **Metadata**

XML metadata records will be expected for all GIS files produced – these should follow the layer following the MEDIN Discovery Standard and a particular focus should be placed on detailing the exact specification in the lineage and abstract sections.

### **Data Style Definition**

All datasets should come with style definition (ideally in the form of ESRI layer files).

### **Confidence Assessments**

For all data products produced the MMO will require a confidence assessment is undertaken following the MMOs approach and standard .xls template.

### **Data processing logs**

For all data products (i.e.: data derived from other data) the MMO requires that a data processing log is completed to ensure full transparency in the process. The MMO will provide a template document and example for guidance. This data processing log should include a flow diagram which summarises the processing steps.

### **Style Guide and Map Templates**

The MMO have developed a style guide for the production of reports which will be expected to be followed. This details the layout and formatting including guidance on the production of maps and figures and referencing.

## APPENDIX A

### FORM OF TENDER

To be returned by noon (GMT) on 23 November 2018.

TENDER FOR THE: Mapping Sea Anglers in English Waters  
TENDER REF: itt\_5084

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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 7 January 2019 for the period specified in the ITT.
  - Response Particulars (Section 1)
  - Evaluation (Section 2)
  - Specification of Requirements (Section 3)
  - Form of Tender (Appendix A)
  - Authority's Conditions of Contract (Appendix B)
  - Authority's Travel & Subsistence Policy (Appendix C)
  - Commercially Sensitive Information (Appendix D)
  - Commercial Workbook (Appendix E)
  - Staff Milestone Workbook (Appendix F)
  - Technical and Financial Evaluation Questions (Appendix G)
  - Armed Forces Corporate Covenant (Appendix H)
  - Proposed Governance and Contract Management Arrangement (Appendix I)
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.

7. 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.

8. 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.

9. 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**

\_\_\_\_\_

<b>Post Code</b>	<hr/>
<b>Telephone No.</b>	<hr/>
<b>Email Address</b>	<hr/>

## **APPENDIX B**

### **AUTHORITY'S CONDITIONS OF CONTRACT**

**(This document is available on the Authority's Bravo e-tendering website)**

## APPENDIX C

### AUTHORITY'S TRAVEL & SUBSISTENCE POLICY

#### TRAVEL AND SUBSISTENCE

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

#### Rail Travel

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

#### Mileage Allowance

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

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

\*\* Under HMRC rules this expense is taxable.

#### UK Subsistence

Location	Rate
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75



## APPENDIX D

### COMMERCIALLY SENSITIVE INFORMATION

(If applicable, the Tenderer should reproduce a table, similar to the example below, fill it in and then upload the completed table on to Bravo together with the Tender response)

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

## **APPENDIX E**

### **COMMERCIAL WORKBOOK**

**(This document is available on the Authority's Bravo e-tendering website)**

## **APPENDIX F**

### **STAFF MILESTONE WORKBOOK**

**(This document is available on the Authority's Bravo e-tendering website)**

## APPENDIX G

### TECHNICAL AND FINANCIAL EVALUATION QUESTIONS

#### **Mandatory Questions**

#### **Technical – 80%**

If a score of twenty (20) or less is awarded to any response to Questions E01 – E03, the Authority will reject the tender.

#### **Question E01 – Expertise and experience (40%)**

Please provide details of the project team (including any sub-contractors if appropriate) and the key personnel who will be involved in delivering the project, outlining their expertise to deliver the project. CVs can be attached as an annex. Please ensure you have provided information on up to 3 relevant examples of projects undertaken, which should be used to demonstrate suitable and relevant experience, in the Qualification Envelope.

#### **Evaluation Criteria**

Your response should:

- identify all key staff (including sub-contractors), 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 whilst retaining a good balance of expertise on the more challenging tasks;
- demonstrate that the project team have suitable experience for the tasks required
- demonstrate a track record in managing and successfully completing similar projects of the type proposed in the specification of requirements; and
- demonstrate that the examples of projects undertaken are directly relevant to this tender.

Your response must be a maximum of 2 sides of A4 Arial font size 10. (CVs of no more than 2 pages each will be in addition to this limit and uploaded as an annex). Any responses exceeding 2 sides of A4 will not be evaluated beyond the second page, and CVs exceeding 2 pages will not be evaluated beyond the second page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc. Please upload a document with the filename: *“E01\_Your Company Name”*

#### **Question E02 – Project planning, management, and delivery (30%)**

Please provide information on how you would 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;
- a project plan and Gantt chart to show key timelines, and milestones;
- details of the quality assurance processes in place to procedures to ensure that the final outputs are robust. Please refer to the MMO's Quality Assurance of Evidence processes for guidance as to what the MMO will be looking for;
- an assessment of risks to the project, and how these will be managed and mitigated; and
- Approaches that reduce the total project duration are encouraged.

Your response must be a maximum of 4 sides of A4, Arial font size 10. Any responses exceeding 4 sides of A4 will not be evaluated beyond the fourth page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc. Please upload a document with the filename: *"E02\_Your Company Name"*. The Summary of Staff Time Workbook should be completed and also uploaded with the filename: *"E02a\_Your Company Name"*.

### **Question E03 – Methodology (30%)**

Please provide details of the methodology and approaches proposed to deliver the requirements of this project.

#### Evaluation Criteria

Your response should:

- demonstrate a clear understanding of the nature of the requirements;
- include a clear, practical, achievable and cost-effective methodology to deliver these requirements including leverage of existing data sources and evidence of support from the recreational fishing community; and
- include information in sufficient detail to allow a full appraisal of the suitability of the approach to deliver for the project.

Your response must be a maximum of 4 sides of A4, Arial font size 10. Any responses exceeding 4 sides of A4 will not be evaluated beyond the fourth page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc. Please upload a document with the filename: *"E03\_Your Company Name"*.

### **Financial – 20%**

Please provide detailed breakdown of costs by completing the Commercial Workbook attached to this ITT and which can also be found on Bravo and upload the completed document with the filename: *"F01\_Your Company Name – Commercial Workbook"*.

**Please ensure that no financial information of any kind appears in your Technical Response, or is uploaded to the Technical Envelope.**

## APPENDIX H

### 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 I**

### **Proposed Governance and Contract Management Arrangement (including KPIs)**

#### **1. Governance and Contract Management**

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

#### **2. Efficiencies and Continuous Improvement in Service Lifetime**

- 2.1 During the Contract, the Contractor will develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
- 2.2 The Contractor has an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which will include, but are not limited to:
  - New and evolving relevant technologies which could improve the Services;
  - New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
  - Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.
- 2.3 Where such improved efficiency is achieved the Contractor shall propose a reduction in the level of charges and effect such reductions by agreement with the Authority.

#### **3. Performance Management**

- 3.1 Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 3.2 The proposed KPIs are set out in Section 1 and Section 2.

#### **4. SECTION 1: PERFORMANCE MANAGEMENT FRAMEWORK**

##### **4.1 Overview of the PMF**

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

## **4.2 Management of the PMF**

- 4.2.1 KPI's shall be monitored on a regular basis and shall form part of the Contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority; who will review this and make comments if any.
- 4.2.2 The Contractor shall maintain their own management reports, including a Risk and Issues Log.
- 4.2.3 Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 4.2.4 Performance failure by the Joint Contractor may result in administrative costs to the Authority<sup>14</sup>. Where the Contractor fails to meet the KPI's then the service credit regime shall apply.
- 4.2.5 KPIs are essential in order to align the Joint Contractor' performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.
- 4.2.6 The Authority reserves the right to amend the existing KPI's detailed in Section 2 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change



## Section 2: Key Performance Indicators (KPI's)

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
				1-3	4-8	9-10
Delivery	<b>KPI 1 – Project Deadlines</b>	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline.	Meets expectations - All deliverables sent to the Authority on time
Contract Management	<b>KPI 2 – Responsiveness</b>	The Contractor is flexible and i) adapts work plans quickly in light of changing situations to ensure planned outcomes are achieved, for e.g. revising recruitment approach or methodology; ii) responds positively to requests and queries from Defra and other stakeholders; and iii) supports data quality by proactive and collaborative working with subcontractors and ensuring that roles and responsibilities are clear.	The Authority's project officer deems requests/ concerns have been addressed promptly and in a constructive manner; any changes to work plans and/or project outcomes are mutually agreed by the contractor and the Authority in advance of the outcomes being realised; the relationship between contractor and sub-contractor supports effective project delivery.	Major concerns are not satisfactorily addressed by the Contractor's project team; failure to adapt project approach has a significant impact on planned outcomes; the Contractor's relationship with subcontractors negatively impacts project delivery.	Some concerns are not satisfactorily addressed by the Contractor's project team; failure to adapt project approach has a limited impact on planned outcomes; the Contractor's relationship with subcontractors inhibits the smooth running of the project.	Request/ concerns fully resolved; positive, constructive relationships maintained.
Quality of Service	<b>KPI 3 – Quality of Deliverable: Publishable standard</b>	Deliverables are quality assured, clear, accurate and of a publishable standard.	Deliverables reviewed by the Authority for accuracy.	A significant error or need for revision is identified that results in published documents or National Statistics being amended by Defra. Or quality of deliverables provided require significant investment of time/ effort by Defra staff to bring up to required standard. Or an error is	An error is identified that does not result in published documents or National Statistics being amended. Or quality of deliverables provided require investment of time/ effort by Defra staff to bring up to publishable standard.	Meets expectations – Accurate and delivered to a publishable standard

				identified that results in Government incurring financial damages or significant reputational harm.		
Contract Management	<b>KPI 4 –Risk Assessment</b>	High quality, detailed and up to date project risk assessments in place. Appropriate mitigations are adopted/ mitigation action is taken.	Initial submission 1 month from commencement and kept to date throughout the project. Evidence should be provided that risks are proactively managed and that mitigations are being implemented.	Risk Assessment is not kept up to date and known risks are not communicated on the Risk Assessment. Mitigation actions not implemented.	Risk Assessment is kept up to date but communication on the Risk Assessment is incomplete. Mitigation actions only partially implemented.	Risk assessment is kept up to date and remains appropriate for use. Mitigation actions are taken in full.
Quality of Service	<b>KPI 5 - Quality of Deliverable: Suitable Audience Identification and Participation</b>	Key audience groups are identified and recruited to take part in the research project.	List of audiences identified and recruited to be provided to the Authority prior to fieldwork being carried out.	A significant number of key audience groups not identified and/or recruited for the research.	Not all key audience groups identified and/or recruited for the research.	Meets expectations - Suitable Audiences identified and recruited for the research.
Quality of Service	<b>KPI 6 - Quality of Deliverable: Appropriate research methodologies identified</b>	Detailed methodology which takes into account the diverse research needs.	Submission of planned methodology to the Authority prior to audience recruitment and fieldwork.	Innapropriate methodology chosen for the project.	Methodology does not fully meet the requirements needed to deliver the project outcomes.	Meets expectations - Suitable methodology identified.