



Department
for Environment
Food & Rural Affairs

evalwww.gov.uk/defra

Invitation to Tender

**Tender for the Provision of a Fund Manager for
the Biodiverse Landscape Fund**

Tender Reference: itt_8659

Important Notice

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

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

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

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

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

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

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

The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken

prior to the execution of a Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Authority reserves the right to withdraw from the procurement at any time or to re-invite Responses on the same or any alternative basis.

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

This ITT and the Information is confidential.

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

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

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

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

Table of Contents

Section	Contents	Action
1	Response Particulars	For Information
2	Evaluation	For Information
3	Specification of Requirements	For Information

Appendix	Contents	Action
A	Form of Tender	Print, Sign, Scan and Upload to Bravo
B	Authority's Conditions of Contract	For Information
C	Armed Forces Corporate Covenant	For Information
D	Non-Discourse Agreement	Print and sign to access to confidential information

SECTION 1: RESPONSE PARTICULARS

GLOSSARY

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

TERM	MEANING
“Authority”	means the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“BLF”	Biodiverse Landscape Fund
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the [insert name of lot] procurement.
“the ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	means the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	means the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
“Specification of Requirements”	means the Authority's requirements set out in Section 3 of the ITT.
“Tender”	means the formal offer to provide the goods or services described in section 1.1 of Part 1 of the ITT and comprising the responses to the questions in Bravo and the Pricing Schedule.
“Tenderer”	means anyone responding to the ITT and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Part 2 of Section 1 of the ITT.

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

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

PART 1: GENERAL

- 1.1 The Department for Environment, Food and Rural Affairs (the “**Authority**”) is seeking to appoint a contractor to act as the fund manager for the Biodiverse Landscape Fund (“**BLF**”). This BLF is a £100 million aid scheme designed to reduce poverty and create sustainable economic development for communities living in, and dependent upon, environmentally precious landscapes.
- 1.2 This procurement is being carried out in accordance with the open procedure as set out in the Regulations.
- 1.3 The Authority is using Bravo for this procurement which means the Invitation to Tender (“**ITT**”) and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Response in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers must read the ITT carefully before submitting a Response. It sets out:
 - the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Response;
 - information regarding the award criteria and evaluation criteria which will be used to assess Responses; and
 - the administrative arrangements for the receipt of Responses.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, it should raise a query via the clarification process described in clause 3.14.
- 1.8 Tenderers are responsible for ensuring that they have submitted a complete and accurate Response and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information, may result in the Tenderer’s exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information set out in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document

issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Issue Notice in the Find a Tender and ITT		Fri 24 September 2021
Deadline for clarification questions from Tenderers	Date	Fri 22 October 2021
	Time	14:00 BST
Deadline for Responses	Date	Fri 29 October 2021
	Time	14:00 BST
Evaluation of Responses	Start	Mon 1 November 2021
	End	Fri 3 December 2021
Contract award notification		Mon 6 December 2021
Mandatory standstill period	Start	Mon 6 December 2021
	End	Thur 16 December 2021[
Due Diligence	Start	Mon 6 December 2021
	End	Fri 28 January 2021
Contract award		Mon 31 January 2021
Contract start date		Mon 31 January 2021
Duration of Contract		9 years
Extension Period or Periods		Up to a further 36 months

PART 3: COMPLETION OF RESPONSE

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

Submission of Responses

- 3.4 Tenderers must complete all parts of the response form in Bravo in accordance with the instructions therein.
- 3.5 Tenderers must print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Response in accordance with the instructions in Bravo.
- 3.6 The Response and any documents accompanying it must be in English.
- 3.7 Prices must be submitted in £ Sterling, exclusive of VAT.
- 3.8 Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
- 3.9 Tenderers must be explicit and comprehensive in their Response as; this will be the single source of information used to score and rank Responses. The Authority will take into account only information which is specifically asked for in the ITT.
- 3.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 3.11 Failure to provide the information required or supply documents referred to in the Response within the deadline for Responses may result in rejection of the Response.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Response. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Response but should answer each question so that it acts as a stand-alone response. This may mean Tenderers need to repeat certain information in responses to different questions if this is required by those questions.

Clarifications sought by Tenderers

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

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

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

Changes to Responses

- 3.18 Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.
- 3.19 Tenderers may withdraw their Responses at any time by submitting a notice via Bravo. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Responses.

Receipt of Responses

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

Acceptance of Tenders

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

Costs of Responding

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

Clarifications sought by the Authority

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

Confidentiality of the ITT and related documents

- 3.26 The contents of the ITT and of any other documents or information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.27 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors if:
- disclosure is for the purpose of enabling a Response to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.28 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Response, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.29 All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.30 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Response. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third party evaluators:

- 3.31 When providing details of contracts as part of a Response, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.32 The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a Response. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.33 Subject to clauses 3.34, 3.35 to 3.39 below, the Authority will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.34 The Authority may use third parties in the course of its evaluation of Responses. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Responses in accordance with the ITT. Tenderers

acknowledge that this right shall be in addition to the provisions of clauses 3.29, 3.30 and 3.35 to 3.39.

Freedom of Information and Environmental Information Regulations

- 3.35 In accordance with the obligations placed on public authorities by the Freedom of Information Act (“**FOIA**”) and the Environmental Information Regulations (“**EIR**”), which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.
- 3.36 If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify any information provided as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.37 If a Tenderer identifies information as being confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.38 However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.29 and 3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.39 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer must not respond to the request without first consulting the Authority.

Disclaimers

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

- accepts any liability for the information contained in the ITT or in any other written or oral communication (including any communications via Bravo) transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

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

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

Canvassing

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

Conflicts of Interest

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

Changes to a Tenderer's Circumstances

3.48 The Authority may:

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

Sub-Contracting

3.49 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Response should be given in respect of the prime contractor and a separate Appendix should be used to provide details of the proposed bidding model that includes:

- members of the supply chain;
- the percentage of work being delivered by each sub-contractor; and
- the key contract deliverables each sub-contractor will be responsible for.

3.50 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers must be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Response, the Tenderer must inform the Authority immediately via Bravo. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia

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

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

3.52 Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority

as being necessary for the satisfactory performance of the contract.

- 3.53 All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.
- 3.54 If the Tenderer proposes to create a separate legal entity the Tenderer must 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 must 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 must therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via Bravo of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

- 3.57 As stated above, prices must be submitted in £ Sterling, exclusive of VAT.
- 3.58 The Contract is to be awarded as a blended pricing model as set out in Schedule 2 of the Contract which will be paid according to the deliverables stated in the Specification of Requirements set out in Section 3.
- 3.59 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any pricing submitted as part of a Tender.

Notification of Award and Standstill

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

Lots

- 3.62 This procurement is not divided into lots.

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website:

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 E.

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

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Response 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 7 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	Pass/Fail
Stage 3	Tender: Quality Requirements	<p>This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in Bravo.</p> <p>Some requirements are mandatory and if you cannot provide them your Response may be rejected.</p>	Scored and some pass/fail
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set	Scored

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

PART 1: SELECTION STAGE (STAGE 2)

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

Financial standing (pass/fail)

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

- 1.7 **Financial strength** is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.
- 1.8 The Authority will also consider annual turnover. For this procurement, the Authority expects the contractor to have an annual turnover for **each** of its last two financial years of at least £13,000,000 GBP.
- 1.9 In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years. In addition, the annual turnover of at least one of those organisations is expected to be £10,000,000 GBP.
- 1.10 **Risk of Business Failure** is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement.
- 1.11 The Authority will also calculate and evaluate your:
- **operating performance:** growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
 - **liquidity:** net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
 - **financial structure:** gearing ratios and interest cover.

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

- 1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Response after the weightings in paragraph 1.3 are applied.
- 1.2 Each question will be scored separately and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
- the total quality scores (Stage 3 above) awarded will form 60% of the final score;
 - The score awarded for price (Stage 4 above) will form 40% of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.

- 1.5 Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

Interviews/Presentations

- 1.8 The Authority will not require an interview or presentation.

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

Refer to the accompanying document entitled *Specification of Requirement*.

APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

To be returned by 14:00 BST on Fri 29 October 2021.

Tom Redfearn
Senior Category Officer
Department for Environment, Food and Rural Affairs
Network Procurement
Lateral House
8 City Walk
Leeds
LS11 9AT

TENDER FOR THE: Provision of a Fund Manager for the Biodiverse Landscape Fund
Tender Ref: itt_8659

1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority for the period specified in the ITT.
 - Response 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 2009, the Contract may be executed electronically using the Authority's electronic tendering and contract management system;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. the Tender shall remain valid for 120 days from the closing date for Responses specified in the ITT; and

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

4. We confirm that:

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

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

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

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

Signed

Date

In the capacity of

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

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B

AUTHORITY'S CONDITIONS OF CONTRACT

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

APPENDIX E

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.]