



Department  
for Environment  
Food & Rural Affairs

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

## **Invitation to Tender**

# **WEEE – How to introduce a system of eco-modulation of producers' financial obligations under revised WEEE Regulations**

**Tender Reference: 9620**

**November 2021**



## Important Notice

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

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

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

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

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

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

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

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

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

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

This ITT and the Information is confidential.

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

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

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

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

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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 <i>[insert name of lot]</i> 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 for the WEEE project – How to introduce a system of eco-modulation of producers’ financial obligations under revised WEEE Regulations; Tender Reference: 9620. The overarching aim of the project is to explore how a system of “eco-modulation” of producers’ financial obligations could be successfully designed and implemented in the UK to the new Waste Electricals and Electronic Equipment) WEEE regulatory system. Eco modulation of Extended Producer Responsibility (EPR) obligations is viewed as important to foster waste prevention and circular economy for Electrical and Electronic Equipment (EEE).
- 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 3.13.
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

## **PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS**

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

Procurement Activity	Anticipated Date	
Publish advertisement for the procurement	24/11/2021	
Deadline for Clarification	Date	Time
	07/12/2021	14:00
Deadline for ITT response	Date	Time
	14/12/2021	12:00
Evaluation of Tenders	15/12/2021 – 16/12/2021	



Contract Award Notification	22/12/2021
Contract Start Date	04/01/2022
Contract End Date	31/03/2022
Duration of Contract	3 months
Possible Extension Period	N/A

## PART 3: COMPLETION OF TENDER

3.1 By submitting a Tender, Tenderers agree:

- to be bound by the ITT; and
- that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.

3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for Tenders.

3.3 **Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through Bravo.**

### Submission of Tenders

3.4 Tenderers must complete all parts of the Tender form in Bravo in accordance with the instructions therein.

3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Tender in accordance with the instructions in Bravo.

3.6 The Tender and any documents accompanying it must be in English.

3.7 Prices must be submitted in £ Sterling exclusive of VAT.

3.8 Tenders will be checked for completeness and compliance with the requirements of the ITT and only compliant Tenders will be evaluated.

3.9 Tenderers must be explicit and comprehensive in their Tender as, this will be the single source of information used to score and rank Tenders. The Authority will take into account only information which is specifically asked for in the ITT.

3.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.

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

### **Clarifications sought by Tenderers**

- 3.13 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.14 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.15 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive; and/or
  - all Tenderers may benefit from its disclosure,
- the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.
- 3.16 The Authority may not respond to a request for clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

### **Changes to Tenders**

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

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

### **Receipt of Tenders**

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

### **Acceptance of Tenders**

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

### **Costs of Tendering**

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

### **Clarifications sought by the Authority**

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

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

- 3.25 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.

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

**Confidentiality: References and third-party evaluators:**

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

- 3.33 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

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

- 3.34 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.35 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify such information as confidential or commercially sensitive;
  - explain the potential implications of disclosure of such information; and
  - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.36 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.37 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.28 and 3.29). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.38 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

### **Disclaimers**

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

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

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

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

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

### **Canvassing**

3.42 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.

3.43 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

### **Conflicts of Interest**

3.44 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.

- 3.45 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Tender being rejected.
- 3.46 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

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

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

### **Sub-Contracting**

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



Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

## **Pricing**

- 3.50 Prices must be submitted in £ Sterling exclusive of VAT.
- 3.51 The Contract is to be awarded as a fixed price (100% payment of total cost agreed). which will be paid upon acceptance of the last deliverable stated in the Specification of Requirements.
- 3.52 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any Tender.

## **Notification of Award and Standstill**

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

## **TUPE (Not Applicable)**

3.54

## **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 – (NOT APPLICABLE)**

## SECTION 2: EVALUATION

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

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	<p>This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 5 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	Pass/Fail
Stage 3	Technical & Professional Ability – Project Specific Requirements) (Technical Questionnaire)	<p>This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.</p> <p>Some requirements are mandatory and if you</p>	<p>Scored</p> <p>F01 - Sustainability Weighting= Pass/ Fail</p> <p>F02 - Equality &amp; Diversity Policy Weighting= Pass/ Fail</p>

		<p>cannot provide them your Tender may be rejected.</p> <p>Scored as 70% weighting of the total available score, consisting of the following breakdown of questions:</p>	<p>E01 - Organisational Experience, Capability and Resources Weighting = Worth up to 5%</p> <p>E02 - Understanding Project Objectives Weighting = Worth up to 10%</p> <p>E03 - Approach and Methodology Weighting = Worth up to 50%</p> <p>E04 - Proposed Project Team Weighting = Worth up to 20%</p> <p>E05 - Project Management Weighting = Worth up to 15%</p>
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule on the ITT and Bravo.	Scored weighting 30%
Stage 5	Final score / Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 5</p> <p>The final score is calculated as follows:</p> <p>Total Technical Quality Requirements will make up to a maximum of 70% of total score. (Stage 3)</p> <p>Total Price Requirements will make up to a maximum of 30% of total score. (Stage 4)</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>	

1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The

Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings in clause 1.3 are applied.

- 1.2 Each question will be scored separately, and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
  - the total quality scores awarded will form **70%** of the final score;
  - The score awarded for price will form **30%** of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.
- 1.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 1.6 Questions asked by the Authority to evaluate submission's Technical Quality can be found on Bravo. These are repeated as Appendix C of this ITT for information purposes.
- 1.7 The method for scoring price can be found on Bravo.
- 1.8 The submissions against the Technical Quality questions E01 – E05 will be evaluated using the following scoring criteria:

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

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

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

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

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

If a Tenderer receives a 'Fail' in either question F01 or F02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response to any scored question the Authority may choose to reject the Tender.

The commercial evaluation will be based on a total price and bidders will be required to provide a full price breakdown of the work package, and matched against milestones in the commercial workbook

Tenderers must provide a financial proposal, including rates and hours for each participating team member and costing analysed by work stages. The project is for a fixed cost. A breakdown of costs against each objective and against each key personnel including a detailed breakdown for equipment, consumables; overheads and travel costs etc is required. The Authority is keen to receive competitive Day Rates which must be set out in the "Commercial Workbook" (provided in the ITT pack); "Staff Costs" worksheet and ensure the details entered in the "Milestone" worksheet are that of the deliverables detailed in the specification.

The above is required to be uploaded to the 'Commercial Envelope' of Bravo.

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

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

Tenderers will be required to submit a total fixed cost for completion of the project and include a breakdown of costs against each objective and against key personnel. Costs will need to be reasonable and competitive and offer value for money.

## **Evaluation**

The calculation used is the following:

Score =        Lowest Tender Price x        30% Maximum available marks

Tender Price

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score =  $\text{£}3000/\text{£}3000 \times 30\%$  (Maximum available marks) = 30%

Tenderer B Score =  $\text{£}3000/\text{£}5000 \times 30\%$  (Maximum available marks) = 18%

Tenderer C Score =  $\text{£}3000/\text{£}6000 \times 30\%$  (Maximum available marks) = 15%

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

**\*Please Note:**

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

## SECTION 3: SPECIFICATION OF REQUIREMENTS

This section sets out the Authority's requirements.

### 1. Aim

- 1.1. Research to explore how a system of “eco-modulation” of producers' financial obligations could be successfully designed and implemented in the UK to the new Waste Electricals and Electronic Equipment (WEEE) regulatory system. Eco modulation of Extended Producer Responsibility (EPR) obligations is viewed as important to foster waste prevention and circular economy for Electrical and Electronic Equipment (EEE).

### 1.2. Eco modulation within an EPR scheme

Encouraging eco-design and a whole lifecycle approach to design of products is a key part of achieving a more resource efficient and circular economy where products are built to be more durable, repairable, and recyclable and thus able to be kept in use for longer. Reducing electronic waste can help cut carbon emissions and other environmental impacts, for example on nature through extractive processes, as well as helping to safeguard critical stocks of the Earth's natural resources. The resource extraction for, and manufacturing of, electronic products such as mobile phones contribute to more than 50% of their total lifetime CO<sub>2</sub> emissions.

In the UK, we have eco-design legislation in place to ensure that energy-related products are designed to meet certain minimum energy and resource efficiency criteria. Several new Eco-design regulations have come into force in 2021, collectively known as the 'November Package'. These include measures relating to resource efficiency such as availability of spare parts and information for repairers, signalling the direction of travel for future eco-design regulations. Following 1 January 2021, BEIS has taken on responsibility for determining the policy agenda for energy-related products including Eco-design with Defra's support on resource efficiency. As announced in the Prime Minister's Ten Point Plan for a Green Industrial Revolution an energy-related products policy framework will be published this year which will set out how government will push products to use less energy, resources, and materials, saving carbon and helping households and businesses to reduce their energy bills with minimum effort.

The November Package includes horizontal measures relating to the provision of access to spare parts and repair and maintenance information across several product groups including white goods, such as washing machines and fridges, and display equipment.

Eco-modulation of fees is one approach that can be used in EPR regimes to support better eco-design of products. Under a modulated fee approach, the fees paid by the producer will vary according to specific criteria relating to aspects of their products' environmental performance. The fundamental principle is that the more 'environmentally-friendly' products are charged at a lower rate than those that are less 'environmentally friendly' to incentivise eco-design.

Eco modulation is intended to incentive Design for Environment (DfE) and reduce End-of-Life (EoL) costs.

*BEIS call for evidence<sup>1</sup> on Eco-design policy also revealed that across most products, respondents felt better resource efficiency measures could be introduced. Popular responses focused on introducing requirements for better availability of spare parts, the ability to use common tools for repair, and better access to repair and maintenance information, as well as better measures for recovery, re-use and recycling of critical raw materials<sup>2</sup>.*

Critical minerals such as lithium, cobalt, copper, or rare earth elements are essential to make tomorrow's clean energy system work<sup>3</sup>. Critical minerals are of particular concern because many clean energy technologies are mineral-intensive, and the supply of minerals is concentrated in a smaller number of countries than is the case for oil and natural gas.

Several countries have started to modulate EPR fees along these criteria, but since these policies are very recent, the insights about the performance of these schemes are limited<sup>4</sup>.

The eco modulation criteria should reflect the product characteristics and its circular economy performance.

## 2. Background

WEEE collection and treatment arising at Designated Collection Facilities is the responsibility of Producer Compliance Schemes (PCSs). Not all PCSs collect from these sources. PCSs will also finance collections undertaken by retailers and other collectors or enter contractual arrangements directly with processing facilities to finance the costs of WEEE received for proper treatment.

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<sup>1</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/967796/energy-related-products-summary-responses.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/967796/energy-related-products-summary-responses.pdf)

<sup>2</sup> BEIS consultation focused on cooking appliances, lighting, water pumps, boilers, heat pumps, electric motors, space cooling, and ventilation. These regulations are mainly for reducing energy use of large electrical. A different approach might be needed for Electrical and Electronic Equipment.

<sup>3</sup> World Energy Outlook, International Energy Agency, 13 October 2021; The Role of Critical Minerals in Clean Energy Transitions, International Energy Agency, 5 May 2021.

<sup>4</sup> Modulated Fees for Extended Producer Responsibility, OECD, Environment Directorate, 9 June 2021  
[https://www.oecd.org/officialdocuments/publicdisplaydocumentpdf/?cote=ENV/EPOC/WPRPW\(2020\)2/FINAL&docLanguage=En](https://www.oecd.org/officialdocuments/publicdisplaydocumentpdf/?cote=ENV/EPOC/WPRPW(2020)2/FINAL&docLanguage=En)



A system exists in which all WEEE collection and treatment that is financed by PCSs has “evidence” issues against it by the AATF to the relevant PCS. This evidence demonstrates the tonnage the PCS has financed against its targets in each calendar year (the compliance year) will enter contractual arrangements directly with treatment facilities. The regulations provide for limited transfer of evidence between schemes.

WEEE evidence can be issues on:

Household (HH) WEEE (also known as business to consumer) when it’s separately collected for a producer compliance scheme by a designated collection facility (DCF), a distributor, or under a system set up to accept WEEE from final holders.

Non household (NHH) WEEE (also known as business to business) when it is collected by a PCS for non-household members, or by a non-household producer who, with agreement from their PCS, collect WEEE directly from customers.

HH and NHH WEEE collected in this way is “obligated.”

For HH WEEE, the Secretary of State sets annual targets for each category of WEEE. PCSs receive a share of those targets according to the market share of their membership in each category. The targets are published at the end of March.

### **3. Project Objectives**

#### **3.1. Case for change**

DEFRA would use the WEEE Review to explore ways of incentivising more eco-design of EEE products.

There are *14 categories* of electric and electronic products which are listed below.

1. Large household appliances (e.g., fridges, washing machines)
2. Small household appliances (e.g., kettles, vacuum cleaners)
3. IT & telecoms equipment (e.g., computers, telephones)
4. Consumer equipment (e.g., radios, security systems)
5. Lighting equipment (e.g., luminaires)
6. Electrical & electronic tools (e.g., drills, pumps)
7. Toys, leisure & sports equipment (e.g., gaming, exercise equipment)
8. Medical devices (except implanted & infected products)
9. Monitoring & control equipment (e.g., meters, production control, smoke detectors)
10. Automatic dispensers (e.g., food and drink, photo booths)

11. Display equipment (e.g., TVs, monitors)
12. Appliances containing refrigerants (e.g., fridges, AC, heat pumps)
13. Gas discharge lamps & LED light sources
14. PV panels (e.g., solar panels)

An assessment of current Producer Responsibility regulations for packaging, WEEE, batteries and textiles shows that the primary focus is on waste management, primarily on recycling, instead of on waste prevention.

Eco-modulation should promote criteria relevant for waste prevention, such as reusability, durability, reparability of products. This is particularly the case for electrical and electronic equipment, all of which is already suitable for separate collection for recycling. This may not be the case for all waste streams (e.g., packaging)

The size of the differential in costs under a modulated approach is a crucial factor to improve product eco-design. Ideally, the size of the modulation should vary depending on whether products are designed towards complying with the top levels of the waste hierarchy: products designed to foster waste prevention and preparation for re-use should incur lower fees than those, which are only designed for improved recycling. Hence, when developing and applying criteria for modulation, the primary focus should be on waste prevention (e.g., reusability, durability, reparability) and not necessarily on recyclability as a priority.

A study<sup>5</sup> shows that *the modulation criteria for EEE have focused on design for disassembly (relevant to repair, upgrade, and end-of-life recycling), the availability of reasonably priced spare parts (or 3D printing files), the extent of the free warranty period (as a proxy for durability/reliability), the reduction in hazardous substances over and above RoHS (Restriction of Hazardous Substances Directive requirements), and the inclusion of post-consumer recycled content plastics. The study also recommends a small number of criteria for each sub-group of EEE (e.g., those that are appropriate for IT equipment may not be the best for white goods) and ones that are relatively simple for producers to report upon.*

There is only one European MS (France) that uses fee modulation for EEE.

This research should focus on the UK EPR system for WEEE to devise a competitive and efficient system for eco modulation of obligations. It should include an analysis of the modulation criteria, how to set the size of the obligation efficiently and smartly, a proposal on how to assess cost coverage and the use of incentives or revenue, addressing implementation challenges as part of the UK policy mix, considering the work on Eco Design led by the Department for Business, Energy, and Industrial Strategy (BEIS).

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<sup>5</sup> EC Waste Framework Directive EPR Recommendations for Guidance, Eunomia, May 2020. <https://www.eunomia.co.uk/modulated-fees-and-how-they-work>

### 3.2. Principles under consideration

Unlike some countries the UK does not have a system of “fees” payable by producers based on the number of units of product they place on the market of a given product type. Rather, producers (via Producer Compliance Schemes) are set a target to collect an amount of WEEE in each category in which they place product on the market. The amount they are required to finance is based on their market share which is then applied to the collection targets set annually by government. A key difference compared to some EPR approaches used overseas and to the UK packaging regime is that to fulfil their targets, PCSs are typically in the “chain of custody” of the waste, contracting with collectors, transport operators and treatment facilities to process WEEE to meet their targets. Such an approach ensures the collective cost of compliance on producers is likely to closely resemble the actual cost of proper treatment of the waste they are required to finance.

One approach to Eco-modulation would be to modulate the collection targets (i.e., the “obligation”) placed on individual producers. This would mean that producers who design their products to meet specific eco-design criteria would have a discounted WEEE collection obligation compared to that which would have otherwise been applied. The short fall in tonnage would be met by producers making products that did not meet the specified criteria. However, a system of reduced collection obligations on producers whose products meet the eco design criteria may deliver inefficient outcomes. A system would need to be established that ensured accurate, evidence based, reporting of relevant data with an appropriate level of scrutiny backed up by powers of enforcement.

The aim will be to build an efficient eco modulation scheme, that delivers the most impact at the lowest cost, avoiding distortions and can be enforced effectively.

The modulation of financial obligations could focus on horizontal incentives that encourage i) light weighting, ii) ecological profiles, iii) durability (including repairability) and iv) tackle issues of scarce and critical materials.

Other metrics that could be used are: i) a minimum percentage of recycled content; ii) high reparability index; iii) reduction in weight of material and iv) a shift from low to easily recyclable materials, v) sustainable sources, vi)

To avoid inefficiencies, any financial incentive should be set against clear metrics.

### 3.3. Key Research Questions

The new “eco-modulation” system needs to complement measures under the Eco Design Regulations and reward producers who put products onto the UK market that will reduce primary material use, reduce carbon emissions, and bring wider environmental benefit.

The key broad questions that the research would need to answer are:

- What would a “good” system look like?
- What would a “bad” system look like?
- What are the pros and cons of having “horizontal measures” for modulation vs. detailed product specific criteria?
- What should be the criteria on which eco modulation of EEE is based on? Should it be focused on design for disassembly (relevant to repair, upgrade, and end-of-life recycling), the availability of reasonably priced spare parts (or 3D printing files), the extent of the free warranty period (as a proxy for durability/reliability), the reduction in hazardous substances over and above RoHS (Restriction of Hazardous Substances Directive requirements), reparability (availability of spare parts) and the inclusion of post-consumer recycled content plastics? Are there any other criteria relevant for EEE? If so, please specify.
- What would be the metrics to quantify the criteria used?
- In a market-based system in which producers are in the chain of custody of waste, how could eco-modulation be applied;
  - a. to a **producers’ collection obligation** rather than via a system of fees or up-front deposits?
  - b. Via a system of up-front deposits paid by producers of electric and electronic equipment in proportion to the amount placed on market. This would be redeemable in exchange for evidence that an equivalent amount of electric and electronic equipment has been recycled,
  - c. Via a **fee** paid by producers of EEE in proportion to the amount placed on market. This fee could be modulated by type of EEE/material, with the aim of encouraging the use of circular use of materials for EEE. Should the fees be passed to a central body, which would then use this money to fund collection, sorting, and treatment of WEEE?
- What should the size compliance cost differential be and the extent of modulation be, to effectively change behaviour, in any of the models described above?
- What are the costs that should be covered by the EPR eco modulation system? Moving from a focus of waste management (collection, sorting, and treatment) to other externalities that are relevant through the value chain, i.e., contamination of land, water and air and impact of human and animal health.

- How can we ensure a proper implementation and effective enforcement of eco modulation provisions? For example, misdeclaration, registration and third-party verification, governance, and monitoring of the scheme. How can transparency on the use of the eco modulation fee be ensured? How can we avoid fraudulent reporting?
- Should a “bonus” or “malus” be added on top of real costs, to cover parts of external environmental costs according to lifecycle analysis?
- How should the fees be used or allocated? For example, should the fees be ear-marked for waste prevention or social economy issues to avoid lock-in to business as usual?
- How should this “eco-modulation” of EEE products interact with BEIS Eco Design Regulations?
- Are there any products or categories of EEE which do not lend themselves for eco-modulation? Are there any front runner products which readily lend themselves to eco modulation?
- Should the eco modulation incentive consider the type of WEEE (and therefore the recycling costs), the return rate and the recycled material prices?
- What lessons can the UK learn from the application of eco modulation in other countries. Is there a role for internationally recognised standards e.g., EPEAT in ICT sector?
- How should carbon impacts be considered and assessed in the application of eco modulation? What will be the carbon impacts of introducing an eco-modulation scheme?
- Should other measures be considered (for example, fiscal) in addition/instead of to effectively change behaviour.

#### 4. Project Deliverables

The main deliverables will be a *report and presentation* with analysis of the possible eco modulation approaches listed above, possible modulation criteria, fee structure and magnitude of modulation as well as examples and concrete recommendations which will be written in a clear, non-technical way.

The report, addressing the questions laid out in work packages **1, 2 and 3** (see below) should give a comprehensive account of the methodologies and quality assurance processes used. Accompanying this report should be all relevant data sets in an agreed, accessible format (e.g., comma separated variable). Additionally, qualitative info that is used to inform the findings should be made available to Defra.

- Report covering recommendations for EPR for electrical and electronic equipment (EEE) and an executive summary with key recommendations
- 1-hour presentation of key findings in a webinar organised by DEFRA

#### 4.1. Proposal

- The proposal should state your understanding of what the research proposal is, why you are suitable to carry out the work and a budget.
- You must supply a breakdown of the costings into project stages, with associated deliverables/milestones. The costs should reflect the value of work delivered in that stage.
- You must specify what measures you will put in place to ensure quality throughout the project, including in the outputs they send to Defra.

#### 4.2. Expertise

- Knowledge of the waste management sector
- Knowledge of the electric and electronic equipment and waste production sector
- The Authority expects high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.
- The contractors should plan their timings and costs to account for potential multiple iterations of outputs. They must put quality assurance in place before they send outputs to DEFRA.
- Although delivery of the final report by 31 March 2022 would meet the needs of the project, when assessing the technical quality of the tender, timeliness of delivery will be one of the criteria used by the evaluation panel. Therefore, all other things being equal, a higher score will be given to those tenders that can guarantee delivery by 31 March 2022.
- Defra requires published outputs to be of a high standard, in plain English and without grammar or spelling errors. We reserve the right to require the contractor to appoint, at their own expense, a proof-reader and/or copy editor if we can demonstrate that the standard falls well below similar previously published reports.
- The following table should be provided summarising prices. The table must be annotated to itemise any assumptions you have made, beyond those stated in this ITT.

- Suppliers must not include any reference to price in their technical submission. The table should be provided as an attachment to the commercial envelope in Bravo.

**Table 1: Price Breakdown exclusive of VAT**

No.	Project stage	Staff (£)					Consumables (£)	Travel and sub-sistence (£)	Other costs (£)	Total price (£)
		Very senior	Senior	Mid-range	Junior	Very junior				
1										
2										
3										
etc										

### **Work package 1: Recommend obligation or deposit / POM fee values**

- Recommend a categorisation of WEEE for which different obligations or deposits / fees should be set. This should balance operability of the scheme, with its ability to deter environmentally damaging products.
  - This should recommend how to handle different types of products
  - Should obligations or fees be set per ton, or in some other way?
  - If deemed appropriate, a different categorisation for each option can be recommended.
  - The recommended categorisation should account for the requirement of an 'approved list' of WEEE products or categories of products which are easier to eco modulate (and would likely carry an obligation/smaller deposit fee).
- For the obligation or deposits option:
  - Suggest indicative obligations/deposits, and modulation for each class of WEEE, that will be required to drive environmental benefits (from changing producer behaviour).



- Set out the difficulties in setting an optimum obligation/deposit and the risks/impacts of setting them too high or low. Set out how these risks could be reduced / mitigated.
- For the obligation or Place On Market (PoM) fee option:
  - Suggest indicative fees (and modulation thereof) that would be required to accomplish the stated aims: giving an incentive or recovering a certain amount of money and shifting production to more environmentally friendly / recyclable EEE products. There may be multiple scenarios of total obligation set or fees to be charged.

**Work Package 2: Appraise the likely impacts of both an obligation or deposits system and a PoM fee EPR system on producers, addressing as a minimum the following questions:**

- What are the probable impacts of the recommended obligations or deposits / POM fees on various producers at different points in the supply chain?
- What would be the likely impacts on market prices for a sample of products?
- How might producers and consumers respond to the changes in prices?
- For given obligations or deposits / fees, how likely are producers to change EEE design to something more sustainable according the criteria and metrics discussed in research question 4.
- What opportunities are there for any players to 'game' an obligation or deposits or POM fee system? How can we avoid these?
- For the obligation/deposits system:
  - How close to the deposit value will re-processors be likely to charge for the evidence?
  - To what extent can a given set of obligations or deposits be expected to drive reverse logistics?
  - Does taking an obligation or deposit up front, rather than paying a POM fee, affect the distribution of the impact across producers of different size?
  - What are the likely short- and long-term effects that the additional income generated from the higher cost have on operators elsewhere in the waste management chain? (i.e., Materials Recovery Facilities, transfer stations, collection companies, local authorities, residual waste facilities (Energy from Waste, Landfill, Mechanical and Biological Treatment)) Where can we expect the extra money paid for evidence to flow to?

**Work package 3: Assess operational and administrative aspects of both an obligation and a deposits system and a PoM fee EPR system**



- For an obligation/deposits system:
  - How often should an obligation be set or a deposit be collected? What would be the implications of imposing/collecting it more / less frequently?
  - How long should obligation/deposits be 'valid' for?
  - What are the major logistical barriers to an effective obligation/deposits EPR system and how can these be overcome?
  - What are the benefits of an obligation/deposit over an equivalent fee paid later (upon failing to supply the evidence)?
  - To create and run an effective obligation or deposits system, what are the likely administrative costs to producers, waste management companies, government, and any other key players such as regulators?
- For a POM fee system:
  - What are the major logistical barriers to an effective obligation or modulated PoM fee EPR system and how can these be overcome?
  - To create and run an effective obligation or modulated fee system, what are the likely administrative costs to producers, waste management companies, government, a single Producer Responsibility Organisation, and any other key players?

## 5. Accessibility requirements

Contractors are expected to meet government requirements for accessible reports (guidance is available here: [www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility](http://www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility)).

This includes, but is not limited to, consideration of:

- font (size, style, and justification)
- headings and sub-headings to structure reports
- alt-text for images, charts, or graphs
- table captions and summaries in all tables
- colours that are suitable for those with colour-blindness

For every commission, contractors are expected to outline how they will meet accessibility requirements and what processes they have in place to assure this. The exact outputs should be discussed with the commissioning team, but accessibility should be considered in all outputs (e.g., Word, PowerPoint, CSV data files or PDF documents). Defra can provide a Word template where contractors do not already have an in-house accessible report template.

## 6. Quality of the work

We expect high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.

The contractors should plan their timings and costs to account for potential multiple iterations of outputs. They must put quality assurance in place before they send outputs to DEFRA.

## **SECTION 4: GOVERNANCE AND CONTRACT MANAGEMENT**

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 5 and Section 6 below.
  2. An official within Defra will act as the Project Officer responsible for the day to day management of the contract. The Supplier will appoint a Project Manager who will act as the principal point of contact for Defra. Tenderers may propose consortium or subcontracting arrangements but should provide a single manager responsible to Defra for fulfilment of the contract and for liaison with Defra's contact person.
  3. The Supplier will be required to provide the Project Officer at Defra with regular progress updates. The form of these updates will be agreed in the inception meeting but is likely to involve weekly project management telephone meetings initially, changing to every two weeks when project is well-established. The Supplier will also agree to make all reasonable efforts to meet with Defra officials as and when required.
  4. Defra will establish a project Advisory Group that will comprise representatives drawn from Defra, relevant agencies, other experts and the Supplier. The function of the Advisory Group shall be to meet at key junctures in the project and provide additional technical and subject expertise to support the Supplier and Defra.
  5. Following completion of a deliverable a review discussion will be undertaken with key members of the programme team to discuss what was achieved, what went well and any opportunities for improvement on future assignments.
  6. The Supplier shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline. Tenderers should provide an assessment of risks and countermeasures in a risk management plan as part of their submission.
  7. Efficiencies and Continuous Improvement in Service Lifetime
- 7.1. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the processes/objectives outlined in section 3.1 above which shall include, but are not limited to:

- New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
- Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.

## 8. Performance Management

8.1. 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.

8.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework. The proposed KPIs are set out in Section 5 and Section 6.

## 9. 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.

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

## **SECTION 5: PERFORMANCE MANAGEMENT FRAMEWORK**

### **1. Overview of the PMF**

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
  - Updates to Authority
  - Data Handling
  - Participatory Outputs
  - Reports
  - Presentations
- 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.

### **2. Management of the PMF**

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor 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.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also have to be met otherwise

indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.

- 2.5. The Authority reserves the right to amend the existing KPI's detailed in Section 6 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

## SECTION 6: Key Performance Indicators (KPI's)

KPI and deliverables	Measurement	Fail	Acceptable
<b>1. Updates to Authority</b>	Regular, and ad hoc, verbal and written updates summarising progress and challenges	Updates are infrequent or lacking enough detail to assure the Authority of progress	Updates are timely and include enough detail to assure the Authority of progress
<b>2. Data handling</b>	Secure, accessible and organised collecting and storage of data/information relating to the project	Data, information and files are not kept up-to-date and are unavailable	All project data and information are up-to-date and accessible to the Authority
a. Evidence synthesis	Collection and storage of external and internal evidence sources, as well as any annotations / analysis	Evidence is only cited and not made available to the Authority	Evidence is gathered, stored and accessible to the Authority
b. Evaluation questions	Proportionate collection and secure storage of key informant views and secondary data underpinning evaluation questions	Inadequate range of views and information accessed and not stored	Key stakeholders consulted and their views and other information are gathered and stored securely
c. Baselines and data collection plan	Collection and storage of data used to develop and test counterfactuals and baselines	Data is inadequate to achieve deliverable	Data is adequate and available to the Authority
<b>3. Participatory outputs</b>	Notes and outputs from participatory exercises with stakeholders	Notes and outputs are incomplete or missing	Notes and outputs are detailed and stored for future reference
a. Theory Change of	Notes and outputs from development of ToC	Notes and outputs are incomplete and do not reflect the participatory process	Notes and outputs show how the ToC was developed in a participatory way with a range of stakeholders
b. Evaluation questions	Notes, information and ratings underpinning	Notes, information and ratings are	Notes, information and ratings for each

	development of the evaluation questions	incomplete or missing and not clearly linked to evaluation questions	evaluation question are clearly linked and transparent
<b>4. Reports</b>	Draft iterations and final reports, including comment logs and requested changes	Reports are late, incomplete and do not adequately address feedback from the Authority or deliverables	Reports are on time, complete, incorporate comments and address all deliverables
<b>5. Presentations</b>	Presentation materials and delivery of key findings	Presentations do not take place	Presentations take place and convey key findings clearly



**APPENDIX A**  
**FORM OF TENDER**

To be returned by **12:00pm** (UK time) on **14<sup>th</sup> December 2021**.

Victor Mpehla  
Procurement Advisor  
Department for Environment, Food and Rural Affairs  
Procurement and Commercial Function

TENDER FOR THE: WEEE – How to introduce a system of eco-modulation of producers' financial obligations under revised WEEE Regulations

Tender Ref: project **34252**.  
ITT 9620

- 
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 date **04/01/2022** for the period specified in the ITT.
    - Tender Particulars (Section 1)
    - Specification of Requirements (Section 3)
    - Form of Tender (Appendix A)
    - Authority's Conditions of Contract (Appendix B)
  2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
  3. We agree that:
    - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;

- b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
- c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
- d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
- e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and
- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:

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

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

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

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

**Signed**

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**Date**

---

**In the capacity of**

---

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

---

**Postal Address**

---

**Post Code**

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**Telephone No.**

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**Email Address**

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**APPENDIX B**

**AUTHORITY'S CONDITIONS OF CONTRACT**

**For information - Uploaded on Bravo**

## APPENDIX C

### TECHNICAL EVALUATION QUESTIONS

If a Tenderer receives a 'Fail' in any of the questions on Sustainability and Equality and Diversity Policy they will be eliminated from the procurement.

#### **F01 - Sustainability - Pass/Fail**

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

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

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

Your response should:

- demonstrate that the Tenderer has a sustainability policy in place; and
- provide evidence as to how the Tenderer will reduce the environmental impacts of delivering this contract.

A "fail" will be allocated to a response that does not demonstrate any evidence of addressing sustainability.

Please upload your response with filename 'Your Company Name\_F01'. Your response must be a maximum of 2 sides of A4, minimum font size 10.

#### **F02 - Equality and Diversity – Pass/Fail**

Tenderers should provide details of suitable procedures for Equality and Diversity.

A "Fail" will be allocated to a response that does not demonstrate any evidence of addressing Equality and Diversity.

Please upload your response with filename 'Your Company Name\_F02'. Your response must be a maximum of 2 sides of A4, minimum font size 10.

If a Tenderer receives a 'Fail' in any of the questions F01 - F02 they will be eliminated from the procurement.

If a Tenderer scores 20 or less using the 'Scoring Criteria' in Section 2: Tender Evaluation (Paragraph 1.8); for any of the questions E01-E05 the Authority may choose to reject the Tender.

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

## **Technical evaluation questions and scoring**

### **E01 Organisational Experience, Capability and Resources (Weighting: 5%)**

Please describe your organisation's capability in delivering research projects that are relevant or comparable to this specification. Please include a list of up to 5 references to relevant publications and or projects that your organisation has managed within the last 5 years. Please describe any resources that you think are relevant to delivery of the project such as data, software or code.

Your response must be a maximum of 2 side of A4, font size 12. Please upload a document with the filename: "E01 - Your Company Name"

### **Evaluation criteria**

Higher marks will be awarded to submissions which demonstrate:

- Significant and relevant recent experience and capability of effectively delivering comparable projects to those required for delivering these Services
- Overview of relevant resources selected to deliver the previous projects including, library or literature search facilities, computing facilities, software, data and code and how these apply to the method chosen to deliver these Services.

### **E02 Understanding Project Objectives (10%)**

Please provide an overview of your understanding of the project and the objectives of the research. This section should demonstrate your understanding of the project, the key issues / challenges involved in carrying out the research, and provide an overview of how your recommended approach and method will address the research questions posed. In this section you should describe your overall approach and how the elements of your proposed methodology link back to the research questions.

Your response must be a maximum of three sides of A4, font size 12 (including diagrams). Any responses exceeding three sides of A4 will not be evaluated beyond the last 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'.

### **Evaluation Criteria:**

Higher marks will be awarded to submissions which demonstrate:

- An understanding of the rationale and context for the project
- An awareness of the key issues and challenges in relation to carrying out the project and achieving the aims and objectives, and how these will be managed
- Clearly show how your overall recommended approach will address each of the research questions

### **E03 Approach and Methodology (Weighting 50%)**

Please detail the methodology to be adopted in order to answer the research questions and meet the project aims and objectives. The Tenderer should set out in detail each element of the methodology and how this will be carried out, including the approach, design, analytical strategy and any related risks. The Tenderer should demonstrate their knowledge of relevant research approaches that could be used to and suggest an appropriate methodology that will deliver the full scope of requirements in the specification. Any input required from the Authority should be outlined, as well as the approach to dissemination of the findings.

Your response can be a maximum of 8 side(s) of A4, font size 12. 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'.

#### **Evaluation Criteria:**

Higher marks will be awarded to submissions which demonstrate:

- A clear approach to each of the objectives
- Understanding of the research and analytical methods to be used, and data analysis requirements
- Understanding of how the methodological elements will link together and answer the research questions
- Knowledge of relevant research approaches that will deliver the full scope of requirements
- How each element of the specification of requirements (SoR) outlined in section 3 will be fulfilled
- An awareness of appropriate dissemination activities
- An awareness of risks associated with the methodological approach, including risk rating and proposed mitigation measures
- The level of input and guidance that the successful bidder will require from the Authority

### **E04 Proposed Project Team (Weighting: 20%)**

Please provide details of the proposed project team and team structure that you intend to use to deliver this project, including any sub-contractors and/or associates. CVs for key staff should be submitted to support your response (max 2 A4 sides per CV). In your response please include a table showing the staff days expected to be spent on the project per task, including both specialists and assistants. Please **do not** provide any financial data or day rates within this part of your tender.

Please identify the individual(s) who will have overall management responsibility for the research and/or identify the Project Director, and nominate a representative for day-to-day contact with the Authority's Project Officer.

Your response must be a maximum of 2 side(s) of A4 font size 12. Please also include a completed Appendix A. 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: 'E04 Your Company Name'.

### **Evaluation Criteria:**

Higher marks will be awarded to submissions which demonstrate:

- Senior staff are putting sufficient time into the key phases of the project
- the individuals who make up the proposed team have sufficient and relevant experience, influence/authority and capability to successfully deliver this project
- the size and structure of the proposed project team is sufficient to ensure that adequate resources have been allocated for all of the required roles and responsibilities
- If there are proposals for consortium/sub-contracting arrangements, they are comprehensive and reasonable and there are measures in place to effectively manage these arrangements throughout the contract.
- The experience of the staff proposed is appropriate to the roles allocated.
- staff retention plans are in place to minimise turnover of key staff members
- the individuals who will fulfil key roles Project Director and Project Manager

### **E05 Project Management (15%)**

Please detail the adequacy of the proposed project management arrangements including day to day working for the project, the proposed timetable for the project, risk log and mitigation actions and Gantt chart.

Your response must be a maximum of 2 side(s) of A4, font size 12. 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: 'E05 Your Company Name'.

### **Evaluation Criteria:**

Higher marks will be awarded to submissions which demonstrate

- Your organisational approach to project management and how this is implemented
- How you plan to keep the authority informed of progress made and any difficulties encountered
- A Gantt chart presenting timelines and inter-dependencies between work streams, particularly sequencing of work



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

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

## **APPENDIX E**

### **PRICING SCHEDULE**

For Completion (Uploaded onto the Bravo Portal)

## **APPENDIX F**

### **STAFF TIME IN DAYS TEMPLATE**

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