



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

**Research into the socioeconomic impacts of
incinerating POPs contaminated soft furnishing
waste**

Project: 36475

Tender Reference: 10287

June 2022

Important Notice

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

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

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

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

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

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

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

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

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

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

This ITT and the Information is confidential.

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

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

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

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

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SECTION 1: TENDER PARTICULARS

GLOSSARY

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

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

“Tenderer”	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	the timetable set out in Part 2 of this Section.

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

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

PART 1: GENERAL

- 1.1 The Authority is looking for suppliers for the Research into the socioeconomic impacts of incinerating Persistent Organic Pollutants (POPs) contaminated soft furnishing waste; Tender Reference: 10287. The overarching aim of the project is to assess the cost to Local Authorities (LAs) and the investment needed to divert Domestic Seating Soft Furnishings (DSSF) waste to incineration. This involves understanding the impact on LAs, as well as any wider costs and benefits. There are multiple options that are being considered, each of which will need to be modelled. These include incinerating all DSSF, using an X-ray fluorescence (XRF) scanner to identify the Persistent Organic Pollutants (POPs) contaminated waste and incinerating the contaminated waste, and exporting the DSSF waste as Refuse Derived Fuel (RDF). These will be explained further in the background section .
- 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	15/06/2022	
Deadline for Clarification	Date	Time
	11/07/2022	14:00
Deadline for ITT response	Date	Time
	18/07/2021	12:00

Evaluation of Tenders	19/07/2022 – 21/07/2022
Contract Award Notification	26/07/2022
Contract Start Date	29/07/2022
Contract End Date	16/01/2023
Duration of Contract	5 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 SSQ 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 (COI) 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 and Diversity Weighting= Pass/ Fail</p>

		<p>cannot provide them your Tender may be rejected.</p> <p>Scored as 85% weighting of the total available score, consisting of the following breakdown of questions (see Appendix C):</p>	<p>E01 - Understanding of requirements Weighting = Worth 10% of the technical score</p> <p>E02 - Expertise and experience Weighting = Worth 25% of the technical score</p> <p>E03 - Approach and methodology Weighting = Worth 40% of the technical score</p> <p>E04 – Project Management and Delivery Weighting = Worth 25% of the technical score</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 15%
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 85% of total score. (Stage 3)</p> <p>Total Price Requirements will make up to a maximum of 15% 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 (MEAT). 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 **85%** of the final score;
 - The score awarded for price will form **15%** 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 – E04** 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 15% 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 = £3000/£3000 x 15% (Maximum available marks) = 15%

Tenderer B Score = £3000/£5000 x 15% (Maximum available marks) = 9%

Tenderer C Score = £3000/£6000 x 15% (Maximum available marks) = 7.5%

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

1. Aim

To assess the cost to Local Authorities (LAs) and the investment needed to divert Domestic Seating Soft Furnishings (DSSF) waste to incineration. This involves understanding the impact on LAs, as well as any wider costs and benefits. There are multiple options that are being considered, each of which will need to be modelled. These include incinerating all DSSF, using an X-ray fluorescence (XRF) scanner to identify the Persistent Organic Pollutants (POPs) contaminated waste and incinerating the contaminated waste, and exporting the DSSF waste as Refuse Derived Fuel (RDF). These will be explained further in the background section.

2. Background

2.1. Stockholm Convention

POPs are largely human-made organic chemicals, which have been used in a wide range of industries, from pesticides and insecticides to solvents and industrial chemicals. POPs are now widely distributed over large regions, adversely affecting the health of humans and wildlife on a global scale. Responding to the need for global action, the UN Stockholm Convention on Persistent Organic Pollutants came into force in 2004 with the goal of eliminating POPs.

The Convention bans or severely restricts the manufacturing, supply and use of POPs. Further, items of waste with POPs levels above legal threshold limits cannot be recycled or reused. Instead, this 'POPs waste' must be dealt with in a manner in which the POPs content is destroyed or irreversibly transformed, thus eliminating the risk of releasing harmful POPs in the environment. The Stockholm Convention is implemented in Great Britain through the retained POPs Regulations (Regulation EU 2019/1021 continues to apply directly in Northern Ireland). This places legal obligations on the government, competent authorities and business. The requirement to destroy POPs waste applies directly to all holders of waste, including LAs.

2.2. POPs in DSSF

New research shows that POPs are prevalent in DSSF items produced before 2019. DSSF includes items such as sofas, armchairs, futons etc. This means that any reasonable method of disposing POPs contaminated DSSF waste, apart from incineration, is unlawful. Any DSSF containing POPs not already being incinerated must be diverted away from its current disposal destination and incinerated.

LAs are particularly affected as they have a duty to accept soft furnishings from householders for disposal. They must manage this waste lawfully, -i.e., incinerate the waste, which the Environment Agency (EA) has a duty to enforce.

Defra have identified 4 methods LAs can take to act lawfully and incinerate the waste. These are explained below.

- 1) Incinerate All: This option involves redirecting all DSSF waste currently sent to landfill and recycling to incineration, whether the waste is contaminated with POPs or not.

DSSF is collected and disposed of as bulky waste. Separation is therefore required to divert DSSF specifically to incineration. This could occur at Household Waste Recycling Centres (HWRCs) and Waste Transfer Stations (WTSSs) although whether this can be sorted elsewhere will require further assessment. Once the waste is separated, it may need to be shredded or treated before being sent for incineration.

- 2) XRF scan to identify contaminated waste and incinerate said waste: This option involves scanning all DSSF waste using XRF scanners to test for bromine. The contaminated DSSF waste will go for incineration and the non-contaminated DSSF will be disposed of how it currently is. Similarly, to 'incinerate all', the waste will need to be separated from other waste streams before it can be scanned.

There are multiple options in how LAs can run their XRF operations. We have narrowed this down to three options:

- Installing an XRF scanner at each site that collects DSSF waste (HWRCs and WTSSs). This requires each site to have an indoor space where the XRF unit is stored, and the scanning can take place.
- Using mobile units that has an XRF scanner installed. The mobile units can then drive to each collection site to scan the waste.
- LAs work together to build XRF hubs. Waste is then diverted to its nearest hub for scanning.

Each option will need to be modelled with a thorough cost benefit analysis.

- 3) Export waste as Refuse Derived Fuel (RDF) for incineration: This option requires DSSF to be separated and shredded so that it is input ready as RDF. This can then be exported to other countries for the purpose of incineration.
- 4) Incinerate all over a longer period: There is an additional scenario considered where LAs comply over a long period of time. The incinerate all option is applied here but LAs are not put under pressure to comply quickly. Instead, they take up to 2 years to invest in infrastructure and change their practices.

This option will also need to be modelled, investigating any efficiencies and saves LAs will incur.

2.3. Defra analysis:

Defra has conducted an initial assessment of the costs of dealing with the DSSF waste although the tenderer will be expected to develop their assessment independently. DSSF waste is treated as bulky waste and not its own waste stream. Therefore, information about

tonnages and disposal destinations is unknown. To overcome this issue, Defra surveyed LAs across the UK asking questions about the tonnage of DSSF waste they dispose of annually and all the steps involved in the process. This data was not comprehensive due to a lack of waste composition analysis by LAs.

To gather data on shredding capacity, some incinerator operators in England that handle municipal waste were contacted. Defra asked whether they have a shredder capable of shredding DSSF on site, whether they have space for a shredder on site or whether they were aware of a shredder they can use off site. Further information will be needed to verify whether capacity is available and whether shredding is needed for incinerating DSSF waste.

Results from the LA survey and communication with incinerator operators can be shared with the project team once the tender has been awarded.

Areas for consideration in the modelling:

The section below explains areas that have been identified as being impacted when diverting waste to incineration. These should be considered when modelling each option. Defra has conducted an initial assessment of the impacts of each area. The consultant will be expected to carry out an independent cost benefit analysis although Defra's analysis can be shared with the project team after the tender has been awarded.

Separation of DSSF waste from other wastes: In order to divert DSSF away from its current destination (landfill, recycling) to incineration, it needs to be separated from the other waste it is collected with. Normally bulky waste disposal is managed as one single waste stream. Defra assumes separation will take place at HWRCs and WTSs, but a further assessment of where separation will occur will be needed.

The cost of separating DSSF at HWRCs and WTSs depend on whether there is space available at these sites. The consultant will need to verify what additional costs there are for sorting and separation. This could involve small investments to redevelop a site (extra bins and bays for example) or could require significant investments for new facilities. There may be additional staffing needed which needs to be tested.

Whether separation will occur elsewhere should also need to be investigated.

Shredding requirements and capacity: It is unclear whether DSSF waste needs to be shredded before it can be incinerated. This is due to the characteristics of bulky waste meaning that it may not fit into the incinerator in its original form.

If shredding is needed, shredding capacity will need to be assessed. Furthermore, if there is not sufficient capacity geographically, then new shredders will need to be built on incinerator sites or at a new facility all together. The cost of this alongside operational costs for shredding will need to be assessed.

XRF installed at each HWRC and WTS: In this scenario XRF scanners are installed at each site where separation occurs. There is reasonable uncertainty around how practical this scenario is, so understanding the likelihood of this taking place along with any investments required is needed.

Some additional costs that may be incurred are training, monitoring and additional staff. All of which will need to be modelled.

XRF mobile unit: In this scenario each LA that is involved in the disposal of waste run a mobile XRF service. XRF scanners are installed in vans which drive to each HWRCs and WTSs in the authority to scan its DSSF.

However, there is uncertainty around how this method works in practice which will need to be investigated. Including all costs and investments required.

XRF hubs: LAs collaborate to build large XRF hubs where DSSF is sent. This waste is then scanned and diverted appropriately. There is doubt about how practical this scenario is and the amount of investment required.

Export fees: The cost of exporting DSSF waste as RDF will need to be identified. Exploring practical issues will also need to be investigated.

Incineration premium: Current understanding is that incineration capacity will be fully utilised by other wastes; diverting any DSSF to incineration will divert waste currently going to incineration to other destinations. This assumption along with any impact this may have needs to be tested.

Displaced waste: If future incineration capacity is fully utilised, the tenderer will need to identify the waste that is likely to be displaced and where it will end up, as well as any impacts this will have.

Haulage fees: Any additional haulage requirement due to the diversion of DSSF to incineration will need to be identified and costed., including any practical difficulties involved in the process.

Greenhouse gas impacts: Defra are currently uncertain what the impacts on greenhouse gas emissions will be. This considers additional haulage, shredding and the difference in incinerating compared to how DSSF is currently disposed.

Impacts from displaced waste will also need to be considered.

Uses of infrastructure in the future: If any infrastructure investment is considered, it is important to illustrate how it will be used in the future. This, for example, may involve capital investments including, but not limited to, shredding facilities, extensions to existing HWRCs and new facilities and XRF hubs.

Environmental targets may also be impacted if further separation on sites is required.

Impacts on jobs: Impacts on jobs for all investments needs to be considered alongside any jobs displaced.

Tonnage of DSSF disposed of annually: As discussed above, DSSF is not treated as its own waste stream. Meaning the tonnage of DSSF disposed of annually is not reported by LAs. The tenderer will need to identify how much DSSF is disposed of annually to understand the size of the issue and the burden it will place on authorities.

DSSF disposal destinations: As this waste is not reported Defra are unsure where it is currently disposed. Interested consultants will need to identify the percentage of waste that is sent to landfill, incineration, recycling and reuse.

3. Scope of the problem

1. Model the impacts of incinerating all DSSF waste.
2. Model the impacts of using an XRF scanner to identify POPs contaminated DSSF and incinerating that waste.
3. Model the impacts of exporting DSSF waste as RDF.

3.1. Anticipated outcomes of the project include:

1. Produce a model of each option outlining the NPVs over 10 years. The modelling should be independent to the work already completed by Defra, although Defra resource can be shared with the successful applicant. Defra's assumptions and costs can be used in the modelling, although this is not a requirement.
2. A written report meeting the objectives and requirements set out in the work packages below, which can be developed subject to regular discussions with Defra. This report needs to explain how costs and assumptions were derived. Outlining sources and research that were used and completed. The report will need to be succinct and will require a short executive summary setting out the purpose of the research, key findings and conclusions drawn.

3.2. Approach and Methodology

The tenderers will be expected to clearly set out the methods in which they expect to meet each work package. This may include but is not limited to:

1. Interviews with stakeholders
2. Analysing existing data
3. Gathering new data and analysis
4. Literature review

3.3. Work Package 1: Key inputs into the modelling

1. Test Defra's assumptions around the tonnage of DSSF waste disposed of in England annually
 - a. Examine waste growth rates and whether the amount of DSSF waste changes year on year
2. Test Defra's assumptions around the proportion of DSSF waste currently disposed at landfill, incineration, recycling, and reuse

3.4. Work Package 2: Incinerate All modelling

1. Model how DSSF waste will be separated
 - a. Investigate where the separation will take place and model how it will work in practice. Accounting for all labour, capital investment and administrative costs involved.
 - i. Will the separation occur at HWRC/WTS or elsewhere?
 - ii. Is there space to separate waste at sites?
 - iii. Are there any complications when separating DSSF waste and how are they overcome?
 - b. Understand the implementation period required to allow for the diversion of DSSF to take place.
 - c. If infrastructure investments are needed, how will the infrastructure be used in the future?
2. Modelling shredding
 - a. Identify whether DSSF needs to be shredded before it can be incinerated
 - b. If shredding is required model how it will work in practice:
 - i. Is there current shredding capacity in England to handle the tonnage of DSSF waste?
 - ii. If capacity is not available how will this issue be overcome
 - iii. Identify all costs and investments involved
 - c. Understand implementation periods for each of the shredding options
 - d. If infrastructure investments are needed, how will the infrastructure be used in the future and what are the returns on investment?
3. Model haulage fees
 - a. How much additional haulage would be required?
 - b. What is the cost per tonne to haul DSSF waste (to include vehicles, fuel, drivers, insurance, etc.)?
 - c. Is any treatment required before the waste can be hauled?
 - d. Will any additional vehicles be needed?
4. Model a new incineration premium (if necessary)
 - a. Will a premium be charged and how much is it expected to be?
 - b. Will this premium be constant over the period analysed or will it drop over time?
 - c. What is the burden on LAs from contract negotiations to change the way their waste is disposed?

5. Identify any other areas that need to be modelled
 - a. Explicitly explain the rationale behind each area being included. As well as all costs and assumptions used in the modelling.

3.5. Work Package 3: XRF options modelling

- 1) Model XRF scanner installed on site scenario
 - a) Assess whether this option is technically feasible and realistic.
 - b) Identify and model all costs involved in implementing this scenario.
 - i) This includes costs of equipment, monitoring and health and safety requirements.
 - c) Are there any complications when implementing this scenario?
 - i) How are these complications overcome and how much does it cost?
- 2) Model the XRF mobile unit scenario
 - a) Investigate how this would work in practice. Is it realistic?
 - i) Which LA types (disposal, collection, etc.) would run a mobile unit service?
 - ii) How many mobile units would be required per LA?
 - iii) How often would 1 mobile unit need to run to keep up with demand?
 - iv) How would monitoring and health and safety work under this scenario?
 - v) Is any storage of DSSF required during this process?
 - b) Identify costs of operating the mobile unit
 - c) Identify any efficiencies that may occur under this scenario
- 3) Model the XRF hubs scenario
 - a) Investigate how this would work in practice
 - i) How many hubs would be needed across England
 - ii) What needs to be set up across LAs to allow this to happen?
 - b) Identify costs of operating the XRF hubs
 - c) Identify any efficiencies that may occur under this scenario
- 4) When modelling each scenario (installed on site, mobile units, and hubs) you will need to consider all separation, shredding, haulage and premium costs incurred. As well as any other costs we may have missed.

3.6. Work Package 4: Exporting DSSF as RDF modelling

- 1) Test Defra's costs and assumptions around in the modelling of the export DSSF waste as RDF option?
 - a) Assess the cost of treating waste and exporting it.
 - i) Will costs of pre-treatment and cost of incineration differ to the 'incinerate all' option?
 - b) Will other countries accept this waste as RDF and is there capacity to incinerate this.
- 2) Identify any wider costs and impacts that have not been considered.

- 3) When modelling this option, you will need to consider all separation, shredding, haulage and premium costs incurred. As well as any other costs we may have missed.

3.7. Work Package 5: Incinerate All over a longer period

- 1) Model 'incinerate all' through delaying compliance by 2 years
 - a. Identify any savings and efficiencies LAs will incur if they are given a longer period of time to comply.
 - i. This may include changes in infrastructure investment, incineration premiums, haulage. As well as any other costs
 - b. What are the practical differences between this and the incinerate all option?

3.8. Work Package 6: Additional requirements

- 1) Investigate how each policy option will impact jobs.
- 2) Assess whether there are specific geographic impacts across the different options which may impact costs.
- 3) Identify if waste will be displaced from incineration due to DSSF being diverted there.
 - a) If waste is diverted what waste will this be?
 - i) Where will this waste go?
 - ii) What impacts will this have? Including impacting on other environmental targets.
- 4) Examine the impacts on greenhouse gas emissions from each policy option compared to the baseline option. This involves emissions from disposal, treatment, haulage, and displaced waste. Alongside with any other impacts missed.
- 5) Identify the number of LAs that currently do not incinerate all their DSSF waste.
- 6) Investigate LAs current plans over the next 2-5 years with regards to waste management and DSSF waste.
 - a) What costs in the modelling may be incurred by LAs irrespective of the requirement to destroy DSSF waste (plans to incinerate waste and building capacity)?
 - b) Assess how other policies that affect the waste hierarchy will impact investment decisions and future costs incurred from incinerating DSSF waste.

3.9. Geographic area of Study

The geographical scope of the project is England. All LAs in this area should be taken into account.

4. Timetable

The project will require significant resource to be delivered within the indicative timetable set out below. The tenderer will be expected to ensure there is ample resource dedicated to cover multiple work packages simultaneously over the period July-January. Defra recognises that this deadline may be challenging to meet so there is flexibility for work to continue or an extension although we expect significant work to be done by the end of January 2023. The tenderer will be expected to provide a realistic estimate for delivery.

5. Milestone Table

The below proposed milestones have been set up by DEFRA ahead of beginning the contract period. Progress against milestones will be regularly monitored throughout the contract period. Continuous monitoring of the project will also be used to refine the scope and address issues which arise.

Milestones	Deliverables	Deadline
Milestone 1 Inception meeting	Kick off meeting with project steer group and suppliers	Third week of July 2023
Milestone 1 Progress updates	Fortnightly online meetings/calls on progress to update Defra project officer on progress, with steering group if required	July – Mid December 2023
Milestone 2 Work package 1: Key Inputs	Outcome for WP1: Key Inputs including analysis of raw data	End of August 2022
Milestone 3 Work package 2: Incinerate All modelling	Findings for WP2: Incinerate All modelling including analysis of raw data	Mid November 2022

Milestone 4 Work package 3: XRF modelling option	Outcome for WP3: XRF modelling option including analysis of raw data	End of November 2022
Milestone 5 Work package 4: Exporting DSSF waste as RDF modelling	Outcome for WP4: Exporting DSSF waste as RDF modelling including analysis of raw data	End of October 2022
Milestone 6 Work package 5: Incinerate All over a long period of time	Outcomes for WP5: Incinerate All over a long period of time including analysis of raw data	Mid December 2022
Milestone 7 Work package 6: Additional requirements	Outcomes for WP6: Additional requirements including analysis of raw data	Mid December 2022
Milestone 8 Interim report	Interim report on findings so far on WP1-6	Mid December 2022
Milestone 9 Draft final report	Draft report including findings from all WP1-6, including all outputs, and supporting text	Early January 2023
Milestone 10 Final report and summary slide pack	Final report including findings from all WP1-6	15th January 2023

6. Reporting requirements

The supplier should designate a key point of contact, who will attend fortnightly meetings with the DEFRA contract manager to discuss progress, arising issues, and agree risk mitigation measures. At each meeting the project risk register will be discussed, and the

supplier is expected to provide an update of the risk register at least 1 working day prior to project management meetings.

7. Payment

The successful Tenderer will be paid by invoice in two (2) stages following satisfactory completion of the above **milestones 8** (50% of total cost) and **milestone 10** (50% balance).

8. Project Governance

Defra will nominate a Project Manager who will be responsible for the day-to-day management of this contract and ensure it meets the project aim and objectives. The Defra Project Manager will monitor progress and provide advice, support, and guidance on project scope, methodology, policy focus, and project outputs. Meetings have been incorporated into the Programme of Work (see above table, milestone 1) to discuss progress, risks, and to ensure timely support as required.

The successful Tenderer will be expected to appoint a Project Manager who will act as the principal point of contact for Defra and who will be jointly responsible for the day-to-day management of the project as well as attend fortnightly meetings with the DEFRA contract manager to discuss progress, arising issues, and agree risk mitigation measures. At each meeting the project risk register will be discussed, and the supplier is expected to provide an update of the risk register at least 1 working day prior to project management meetings.

Specific deliverables will be required from the successful Tenderer during the course of this project (see Specification Section 3, clause 5 milestone table). All reports must be produced in accordance with Defra templates for publication. The reports are anticipated to be provided as Microsoft Word (in draft) and PDF documents (once finalised). There may be other outputs required during the course of the project and Defra will negotiate any additional requirements with the successful Tenderer.

8. Security Classification

It is anticipated that all research the successful Tenderer will undertake as part of this project will be marked as OFFICIAL. **The successful Tenderer is not required to obtain security clearance for this project.**

9. Audiences

The main audiences for this research are the Defra Chemical, Pesticides, & Hazardous Waste team. The authority reserves the right to determine if and how results should be published.

10. Peer Review

Following the completion of Deliverable/Milestone 10, Defra may require the draft report to be peer reviewed by an external peer reviewer/s. Defra will identify and co-ordinate the peer review, but contractors will be expected to respond to comments and revise outputs accordingly.

11. 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.

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.

12. 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 one of the two Project Managers responsible for the day to day management of the contract. The Supplier will appoint the other Project Manager, who will also 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 Manager 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, and other experts (where appropriate). The function of the Project 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
1. Updates to Authority	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
2. Data handling	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
3. Participatory outputs	Not required	Not required	Not required
a. Theory of Change	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 development of the evaluation questions	Notes, information and ratings are incomplete or missing and not	Notes, information and ratings for each evaluation question are

		clearly linked to evaluation questions	clearly linked and transparent
4. Reports	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

APPENDIX A

FORM OF TENDER

To be returned by **12:00pm** (UK time) on **18th July 2022**.

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

TENDER FOR THE: Research into the socioeconomic impacts of incinerating POPs contaminated soft furnishing waste.

Tender Ref: project 36475
ITT 10287

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 **27/07/2022** for the period specified in the ITT.
 - Tender Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may

be executed electronically using the Authority's electronic tendering and contract management system, Bravo;

- c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
- d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
- e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and
- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:

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

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

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

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

Signed

Date

In the capacity of

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

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B
AUTHORITY'S CONDITIONS OF CONTRACT
Upload on Bravo

APPENDIX C

TECHNICAL EVALUATION QUESTIONS

If a Tenderer receives a 'Fail' in any of the questions 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.

Please upload your response with filename 'Your Company Name_F01'. Your response must be a maximum of 2 sides of A4, minimum font size 11 addressing the above questions. Any responses exceeding two sides of A4 will not be evaluated beyond the last page.

F02 – Equality and Diversity

- Does evidence exploration consider a variety of voices from across the globe, representing experiences and interests of those from marginalised communities?
- Do policy recommendations take into consideration a diversity of needs and interests of relevant stakeholders? Is the work carried out within a culture of fairness and inclusion? Are named individuals given equality of opportunity to carry out work?
- In order to achieve a pass the Authority expects all the above points to be covered in your response

Please upload your response with filename 'Your Company Name_F02'. Your response must be a maximum of 2 sides of A4, minimum font size 11 addressing the above questions. Any responses exceeding two sides of A4 will not be evaluated beyond the last page.

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-E04** the Authority may choose to reject the Tender.

The technical evaluation will account for **85%** of the total marks.

Technical evaluation questions and scoring

E01 - Understanding of requirements (Weighting: 10%)

Please demonstrate your understanding of the requirements as outlined in the Specification.

As part of your response, you should demonstrate an understanding of:

- The rationale and context for the project.
- The key interest groups and sectors in relation to waste management.
- The way this evidence and data can be used to develop a policy position.

Please provide a response of a maximum of three sides of A4, font size 11 (including diagrams). Any responses exceeding three sides of A4 will not be evaluated beyond the last page.

E02 - Expertise and experience (Weighting: 25%)

This project will require experience in waste management, as well as experience in economic modelling and LA disposal operations. To meet this specification, it might be appropriate to consider putting together a team from more than one organisation to ensure the expertise in all these is available.

As part of your response, you should:

- include details of the number of years your organisation or the proposed team has been involved in similar activities.
- include a list of references to relevant publications by your organisation or proposed team in the area, with particular emphasis on waste management and economic modelling.
- describe any resources that you think are relevant to delivery of the project such as sampling capabilities, data handling and analysis systems.
- demonstrate the proposed team has sufficient and relevant experience and capability to successfully deliver on the work packages. Including strong knowledge,

experience, and capability across management of waste and LA disposal operations. Knowledge of XRF scanning and its practicalities would be beneficial.

- the size and structure of the proposed project team is sufficient to ensure that adequate resources have been allocated for all the required roles and responsibilities.

Your response must be a maximum of four sides of A4, font size 11, Any responses exceeding four sides of A4 will not be evaluated beyond the last page.

E03 - Approach and methodology (Weighting: 40%)

Please detail the methodology you plan to use and justify your approach. Explain how the methodology and approach will achieve the aims and objectives set out in the tender, including completion of all work packages.

As part of your response, you should demonstrate:

- An awareness of the key issues, challenges, and interdependencies in relation to carrying out the project and how you will manage these.
- A clear and understandable methodology for the main components of the work, with supporting literature if appropriate.
- The proposed approach is suitable for fulfilling each of the project aims.
- An understanding of the research and analytical methods to be used and how robust this is.
- Details of any data handling or ethical issues relating to this proposal and how these will be addressed.

Your response must be a maximum of six sides of A4, font size 11, plus CV's (maximum of 2 pages per person). Any responses exceeding six sides of A4 (excluding CV's) will not be evaluated beyond the last page.

E04 - Project management and delivery (Weighting: 25%)

Please provide an overview of the proposed project management processes, detailing how quality deliverables will be produced on time. It is critical the project team is of sufficient size. We cannot allow for delay of outputs, and we anticipate burdensome tasks will have to be undergone to complete the work.

As part of your response please provide:

- An outline of the total number of days allocated to the project and the number of days each staff member will contribute, demonstrating that senior staff members would be embedded throughout the whole project. The project must be sufficiently resourced

to deliver the work over this short period of time, including staff cover. Work packages may need to be worked on independently to ensure delivery.

- If appropriate, outline any sub-contracting or consortium arrangements.
- A Gantt chart detailing the proposed timetable for completion, including key deliverables and milestones.
- A robust quality assurance plan to ensure outputs are robust and presented/documentated clearly.
- Consideration of the quality of data used and collected, stakeholder bias, and how these issues can be overcome. What validation methods will be applied?
- An overview of performance management responsibilities which may include reviews to evaluate whether the project is on schedule against the budget and making sure any milestones outlined in the project are being met
- A clear plan in how you will communicate with Defra throughout the project.
- An overview of the key risks associated with this project and the ways you will mitigate these. Please include a risk register which is in addition to the page limit.

Your response must be a maximum of three sides of A4, font size 11 addressing the above questions + the Gantt chart and risk register. Any responses exceeding three sides of A4 will not be evaluated beyond the last page.

APPENDIX E

PRICING SCHEDULE

(Uploaded onto the Bravo Portal)

APPENDIX F

STAFF TIME IN DAYS TEMPLATE

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