



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

**Tender for the TB Advisory Service (TBAS) –
successor contract**

Tender Reference: 31271

Important Notice

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

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

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

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

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

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

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

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

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

This ITT and the Information is confidential.

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

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

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

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

Table of Contents

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

Annex	Contents	Action
1	Familiarisation Materials for Advisors	For Information
2	Claims and Administration Process	For Information
3	Data Collection and Format Requirements – Participants	For Information
4	Publicity Requirements	For Information
5	Report of Advice Visit	For Information
6	Map of the High Risk, Edge and Low Risk areas	For Information
7	Eligibility Criteria for participants	For Information

Appendix	Contents	Action
A	Form of Tender	Print, Sign, Scan and Upload to Bravo
B	Authority's Conditions of Contract	For Information
C	Armed Forces Corporate Covenant	For Information
D	Travel and Subsistence	For information
E	Commercial Workbook	For Completion
F	Output Structure	For Completion
G	Price Structure	For Completion

SECTION 1: RESPONSE PARTICULARS

GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Advice”	Guidance or recommendations (set out in an action plan unless telephone advice only) which are specific to the situation on a particular farm. This may be delivered one to one or one to few so long as all recipients of the advice are directly involved in the management of livestock on the farm. This definition excludes calls where the most suitable guidance or recommendation is to refer the caller directly to the TB Hub website.
“AHPA”	Animal and Plant Health Agency, the executive agency sponsored by Defra, the Welsh Government and the Scottish Government.
Authority”	The Secretary of State for Environment, Food and Rural Affairs of Seacole House, 2 Marsham Street, London, SW1P 4DF
“Bovine Tuberculosis (bTB) Partnership”	Replaced the Bovine TB Eradication Advisory Group for England (TBEAG) in February 2021 as the independent expert group advising Government on further progress with implementation of the Bovine TB Strategy
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk .
“bTB”	Bovine tuberculosis
“Business” or “Farm”	A single farm, all of whose operations and production units are described by a Single Business Identifier.
“CHeCS”	Cattle Health Certification Standards (UK), the regulatory body for Cattle Health Schemes in the UK and Ireland. Cattle farmers who take a proactive approach to controlling bovine TB

	(bTB) can get recognition through a CHeCS licensed Cattle Health Scheme.
“Contract”	means the contract (set out in Appendix A) to be entered into by the Authority and the successful Tenderer.
“Contractor”	means the Tenderer who is awarded the Contract following the tender process detailed in the ITT.
“Conflict of Interest”	means the actual or potential conflict of interest on the part of the Tenderer in connection with the ITT or the Contract.
“Delivery Plan”	A document that identifies the main stages, tasks, key dates and milestones which must be met to deliver the requirements of the Tender.
“Edge Area”	The buffer zone (coloured orange on the map at Annex 6) between the High Risk Area and the Low Risk Area.
“EIR”	means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such Regulations.
“EU”	means the European Union.
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
“High Risk Area”	The zone (coloured blue on the map at Annex 6) covering the South West and West Midlands where a relatively high proportion of herds are infected by bovine tuberculosis.
“Inception Meeting”	A meeting organised by Defra once the Contract has been signed by both parties, and before the start of delivery, enabling the Contractor to meet the Nominated Officer and discuss how the project will be delivered, and what requirements the Contractor must satisfy.
“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise),

	applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers. Documents are listed in Appendix A ‘FORM OF TENDER’.
“Low Risk Area”	Those parts of England (coloured green on the map at Annex 6) – predominantly the northern and eastern side of the country with a low incidence of bovine tuberculosis and no recognised significant reservoir of the disease in wildlife.
“Nominated Officer”	means the officer nominated by the Authority as the contract manager for this contract.
“Pricing Schedule”	The form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“QA/QC” and “Quality Assurance” and “Quality Control”	means the Quality Assurance/Quality Control procedures
“Regulations”	means the Public Contracts Regulations 2015 (SI 2015/102).
“Regulatory Body”	means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies, which, whether under statute, rules, regulations, codes of practice or otherwise are entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Authority.
“Response”	means the information submitted in response to this ITT via the online response forms on Bravo including the Tenderer’s formal Tender.
“Service”	the Bovine Tuberculosis Advisory Service as detailed in the Specification of Requirements.
“Specification of	means the Authority’s requirements set out in Section 3 of this

Requirements”	ITT.
“TB Hub”	The joint industry and government initiative aimed at providing general practical advice on dealing with bTB on farms. Accessible at http://www.tbhub.co.uk/ .
“Tender”	means the document submitted by a Tenderer to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply services which meet the Specification of Requirements.
“Tenderer”	means anyone responding to this ITT and, where the context requires, includes a potential tenderer who has sought a copy of the ITT from the Authority but has not submitted a Tender.

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 conducting an Open Procedure to procure a Contractor to deliver a Bovine Tuberculosis Advisory Service to improve farm productivity in England.

The Contractor(s) will be required to provide on farm advice and telephone support to keepers of cattle and farmed non-bovine animals across the whole of England i.e. all bTB risk areas (see Annex 6). A report following an on-farm advice visit will be supplied to the keeper.

The Contractor will be responsible for ensuring documentation provided to the Authority is complete, accurate, and complies with the law, and that all of the delivery is carried out in accordance with the Specification of Requirements. The Contractor will be required to obtain post activity reports as described in deliverable 2a. Regular contact with Defra and other projects and stakeholders working in this area will be essential; more guidance is in the Specification of Requirements.

- 1.2 This procurement is being carried out in accordance with the open procedure as set out in the Regulations.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Response in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Responses are given equal and fair consideration. It is important that Tenderers provide all the information

asked for in the format and order specified so that the Authority can make an informed decision.

- 1.6 Tenderers should read the ITT carefully before submitting a Response. It sets out:
- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Response;
 - information regarding the award criteria and evaluation criteria which will be used to assess Responses; and
 - the administrative arrangements for the receipt of Responses.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, it should raise a query via the clarification process described in clause 3.14.
- 1.8 Tenderers are responsible for ensuring that they have submitted a complete and accurate Response and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information, may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information set out in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Issue Notice in the Official Journal of the European Union		26/03/2021
Publish ITT		30/03/2021
Deadline for clarification questions from Tenderers	Date	30/04/2021
	Time	12:00
Deadline for Responses	Date	10/05/2021
	Time	12:00
Evaluation of Responses	Start	10/05/2021
	End	21/05/2021
Contract award notification		w/c 24/05/2021
Mandatory standstill period	Start	26/05/2021
	End	04/06/2021
Contract award		07/06/2021
Contract start date		01/07/2021
Service commencement date		01/07/2021

Duration of Contract		3 years + 2 year extension
Extension Period		For a further 2 years. This is subject to budget approval

PART 3: COMPLETION OF RESPONSE

3.1 By submitting a Response, Tenderers agree:

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

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

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

Submission of Responses

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

3.5 Tenderers 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 Response in accordance with the instructions in Bravo.

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

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

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

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

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

3.11 Failure to provide the information required or supply documents referred to in the Response within the deadline for Responses may result in rejection of the Response.

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

Clarifications sought by Tenderers

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

Changes to Responses

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

Receipt of Responses

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

Acceptance of Tenders

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

Costs of Responding

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

Clarifications sought by the Authority

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

Confidentiality of the ITT and related documents

- 3.26 The contents of the ITT and of any other documents or information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.27 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors if:
- disclosure is for the purpose of enabling a Response to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.28 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any

publicity. For example, no statements may be made to the media regarding the nature of any Response, its contents or any proposals relating to it without the prior written consent of the Authority.

- 3.29 All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.30 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Response. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators:

- 3.31 When providing details of contracts as part of a Response, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.32 The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a Response. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.33 Subject to clauses 3.34, 3.35 to 3.39 below, the Authority will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.34 The Authority may use third parties in the course of its evaluation of Responses. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Responses in accordance with the ITT. Tenderers acknowledge that this right shall be in addition to the provisions of clauses 3.29, 3.30 and 3.35 to 3.39.

Freedom of Information and Environmental Information Regulations

- 3.35 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.
- 3.36 If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify any information provided as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.37 If a Tenderer identifies information as being confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is

disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.

- 3.38 However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.29 and 3.30). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.39 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

- 3.40 Whilst the information in the ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.
- 3.41 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:
- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
 - accepts any liability for the information contained in the ITT or in any other written or oral communication (including any communications via Bravo) transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
 - shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

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

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

Canvassing

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

Conflicts of Interest

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

Changes to a Tenderer's Circumstances

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

Sub-Contracting

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

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

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

Consortia

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

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

3.52 Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.

3.53 All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

3.54 If the Tenderer proposes to create a separate legal entity the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.

3.55 Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 19(6) of the Regulations.

3.56 The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via Bravo of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

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

Notification of Award and Standstill

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

Lots

- 3.62 This procurement is not divided into lots because of the specific areas identified to carry out the testing
- 3.63 The Authority intends to award a Contract to the most economically advantageous tender (in accordance with the evaluation model) for each Lot

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

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

In some circumstances, limited redactions may be made to some contracts before they are published.

PART 5: ARMED FORCES COVENANT

- 5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 5.2 The Covenant's 2 principles are that:
- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

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

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

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

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

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

SECTION 2: EVALUATION:

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

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Response will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	<p>This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 7 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	<p>Pass/Fail</p> <p>E01 Sustainability: Pass/Fail</p> <p>E02 Equality & diversity: Pass/Fail</p> <p>E03 Biosecurity Standards: Pass/Fail</p>
Stage 3	Tender: Quality Requirements	This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the response form in Bravo.	<p>Technical score will make up 60% of the total marks available</p> <p>E04 Project Management: 15% of technical score available</p> <p>E05 Project Delivery: 30% of technical score available</p> <p>E06 QA & Quality Control: 15% of technical score</p>

			<p>available</p> <p>E07 Team Structure and Expertise: 30% of technical score available</p> <p>E08 Policy: 10% of technical score available</p>
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule in Bravo.	Commercial score will make up 40% of the total marks available
Stage 5	Award	<p>A response which passes the selection stages 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 4</p> <p>The final score is calculated as follows: 60% is made up of the total of Stage 3 40% is made up from Stage 4</p> <p>The most economically advantageous tender will be the Response with the highest final score</p>	Stage 5

PART 1: SELECTION STAGE (STAGE 2)

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

Financial standing (pass/fail)

- 1.2 The Authority will review the economic information provided in Section 5 of the response form to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator.
- 1.3 If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:
- ask for additional information, including information relating to your parent company, if applicable; and/or
 - require a parent company guarantee or a performance bond.

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

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

- 2.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Response after the weightings in paragraph 1.3 are applied.
- 2.2 Each question will be scored separately and no reference will be made between the questions.
- 2.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:

- the total quality scores (Stage 3) awarded will form 80% of the final score;
- The score awarded for price (Stage 4) will form 20% of the final score.

- 2.4 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.
- 2.5 Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

EVALUATION QUESTIONS

Mandatory Requirements

If the Tenderer scores a Fail in E01 to E03 then it will be eliminated from the procurement.

E01 Sustainability – Pass/Fail

The Authority's policies are to achieve best value for money and continual improvements in the sustainable management of its estate, operations and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement published at:

www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement

In the context of the sustainable procurement policy statement, please explain how you intend to help the Authority improve its sustainable performance in delivering this Contract, describing the methods to be employed and drawing on the aspects of sustainability listed below; how what needs to be done would be communicated to those engaged on the contract; how you would demonstrate, measure and monitor progress; and any innovative, sustainable approaches such as use of improved tools, techniques and technologies.

Your response must be tailored to delivery of this contract. Evidence of a sustainability policy should be included by attaching as an Annex to your response - not in place of your response - as evaluation will be conducted on the information contained in the tailored response.

Evaluation Criteria:

- Evidence of a sustainability policy provided as an attachment.
- Shows some contribution towards innovative sustainable tools, techniques and technologies; describes the procedures and systems for communicating what needs to be done to improve sustainability to those engaged on this contract; and explains how it would measure performance and report to the Authority on progress.
- Demonstrates that the Tenderer uses resources efficiently, including increasing energy efficiency and reducing water usage;

- Demonstrates the Tenderer's commitment to reducing emissions of carbon dioxide and other greenhouse gases;
- Demonstrates how the Tenderer is adapting to climate change to reduce risk to their business and customers;
- Demonstrates how the Tenderer minimises waste, e.g. reducing packaging, recycling materials and creating a market for used materials by using or specifying the use of recycled materials and remanufactured and recyclable products;
- Demonstrates how the Tenderer controls pollution by for example improving the logistics of travel and transport operations and minimising the use of hazardous and environmentally damaging substances;
- Demonstrates how the Tenderer develops employees' skills and expertise, e.g. through training, apprenticeships, graduate development programmes.
- Responses are tailored to the delivery of this contract as well as more general activities of the organisation in conducting its day to day business.

Please upload your response with filename "E01_Your organisation name"._ Your response must be no more than 4 sides of A4, minimum font size 10 not including any Sustainability Policy documentation included as an Annex.

E02 - Equality & Diversity Policy Pass/Fail

The Authority is committed to promoting equality and diversity within its operations and service delivery. Please describe your organisation's commitment to equality and diversity and how you ensure that compliance with relevant legislation is achieved and maintained and how you promote equality and diversity. The response should be tailored to this contract where possible. In addition, please also provide a copy of your equality and diversity policy or an equivalent document.

Evaluation Criteria:

- Includes a copy of the Tenderers equality and diversity policy or an equivalent document which shows their organisation's commitment to equality and diversity and confirms their compliance with relevant legislation;
- Describes the steps the Tenderer has taken to monitor equality and diversity performance;
- Describes the steps the Tenderer has taken to implement training programmes for raising awareness;
- Describes the steps the Tenderer takes to ensure their staff and sub-contractors abide by relevant legislation;
- Describes how the Tenderer addresses cases of discrimination and other breaches and how they set out measures for preventing recurrences;
- Provides the Authority with full confidence in their organisation's approach to equality and diversity;
- Describes how the Tenderer will promote equality and diversity in relation to the delivery of this contract.

Please upload your response with filename "E02_Your organisation name". Your response must be no more than 4 sides of A4, minimum font size 10. Your policy will be in addition to this page limit.

E03 Biosecurity Standards - Pass/Fail

Please demonstrate how your (i) senior management, (ii) workforce and (iii) Contractors and sub-contractors will comply with standards when visiting livestock holdings. These standards must be equivalent to Defra's [Guidance on Disease prevention for livestock and poultry keepers](#)

Evaluation Criteria:

Detail your biosecurity policy for this project and how it will be implemented and enforced by all project personnel (including any subcontractors).

Please upload your response with the filename "E03_Your organisation name – Biosecurity Policy". Your response must not be more than 4 sides of A4, minimum font size 10.

Please note If your tender response scores a No or Fail in Question E01 – E03 then it will be eliminated from the procurement.

Technical Questions

Evaluations of questions E04 – E08 will be based on responses to specific questions covering key criteria which are outlined below. Scores will be based on the following scoring:

- **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

Please note If your tender response scores 20 or less in respect of questions E04 – E08 then you may be eliminated from the procurement.

The weighted scores below for questions E04 – E08 are a percentage available of the total technical score of 60%.

Please note tenderers should not include commercial values in their technical responses. All price information should be submitted in the commercial section (Stage 4) only.

E04 Project Management - weighting 15% of the technical score available

Please detail your arrangements for project management and your organisational approach to delivering the Service.

Evaluation Criteria:

- Detail on the amount of cover available for key members of the project team in the event that they are temporarily or permanently no longer available for work on the Service. Ideally this should be complete cover for the position(s) in question.
- Detail your process for defining your working relationship with third parties to ensure that the Service can be delivered
- Detail how you will ensure that all advisors delivering the Service provide information and guidance which is consistent with the [TB Hub](#)
- Provision of an organizational structure diagram should be used as a visual summary of project management arrangements.
- Details of the arrangements for communication between your organisation and the Authority. This should include day-to-day contact and more formal meetings as well as 1) quarterly summary reports, 2) annual reports and 3) final report arrangements and should be linked to Delivery Plan. Summary templates of each form of reporting should be included in your response. It is expected that all annual and final reports will be signed off at project manager and Project Director level. Day to day management may be carried out by a principal or senior consultant.
- Details of effective project management methodology and skills (for example PRINCE2 or equivalent), will be utilised to ensure high quality and timely delivery.
- Provide a risk log of the top 10 perceived risks for the project which could affect the Contractor's ability to deliver the required outputs. This should include technical, environmental, health, safety & biosecurity (e.g. for site visits), social and commercial risks. The risk assessment should include what the risk is, the unmitigated level of risk (high medium or low), the mitigation measures to be put in place and the resulting final level of risk.

Please upload a document entitled "E04_Your organisation name". Your response must be no more than 4 sides of A4, minimum font size 10. A 1 page Gantt chart or equivalent and a one page Risk Log may be supplied in addition to the 4 sides of A4

E05 Project Delivery - weighting 30% of the technical score available

The Authority will set a target of 500-800 initial advice visits (not including follow-up visits) for each twelve-month period. Please provide the following:

Details of your arrangements for project delivery and your organisational approach to setting up and delivering the Service including ensuring that the requirements in relation to targeting are met.

- The document provided should include key dates and milestones and will become a Delivery Plan with an output matrix, both of which will form part of the Contract. You will be required to meet the milestones which you set out in the output matrix. Provision of a detailed Gantt chart or equivalent should also be used as a visual summary of the Delivery Plan

- Details of how you will engage with and sign up commercial cattle keepers and keepers of farmed non-bovine animals in the target market in England
- Detail how you will ensure that the farmers participating in the Service receive, sign and return a privacy notice
- Detail how you plan to liaise with industry partners including but not limited to the Bovine TB Partnership to market the Service to the target market.
- For the purposes of technical evaluation please complete Annex D to detail a realistic, complete work breakdown structure with a description of allotted time and resources against deliverables. Resources indicate who (grade and role or job title but no names required) will work on which aspect of the Contract.
- Detail how you will ensure **all** delivery is compliant with the Appropriate Regulations
- Detail how feedback from farmer participants (Deliverable 1c) will be collected and reported on.
- Details of your continuous improvement plans including details how you intend to reduce costs throughout the lifetime of this agreement and how this will benefit the Authority.

Evaluation Criteria:

- The approach to setting up the project is clearly outlined, realistic and deliverable. It demonstrates how the Contractor will approach and engage with the livestock farmers (either directly or using sub-contractors or delivery partners) both at the beginning and during the life of the contract to ensure that the targets and milestones set out in the delivery plan are met. The response demonstrates that the target market has been understood and shows how the participants will remain fully engaged.
- The provision of evidence of any proposed delivery partners' or sub-contractors' willingness to participate in the project
- a breakdown detailing the amount % of work to be undertaken by any delivery partner and / or subcontractor
- Detail any assumptions that you have used to model both delivery and costs.
- Detail how you will co-ordinate any subcontractors and/or delivery partners so that the project is delivered, and information/ data comes back to the Contractor in a timely manner and in the required formats.
- Details of how the reports detailed in Table 1 will be delivered, how items of discussion with the Authority will be raised.
- Details of how you will work with the proposed KPIs to deliver high performance and continuous improvement.
- Details of how the Contractor will ensure that any subcontractors or other delivery partners provide nationally consistent advice and deliver consistent high quality in accordance with this ITT
- Details of how all delivery will be compliant with the Appropriate Regulations

Please upload your response with filenames "E05_Your organisation name - Summary of Staff Time Involved" and "E05_Your organisation name - Project Delivery – Output Matrix". Your response must be no more than 8 sides of A4, minimum font size 10.

E06 Quality Assurance and Quality Control - weighting 15% of the technical score available

Please detail the methods used to provide quality assurance and quality control for all elements of the project including all relevant deliverables. Where applicable, this will also include the processes and activities undertaken by sub-contractors and delivery partners. Please include a draft security plan which meets the requirements for the draft security plan set out in Schedule 7 of the Terms and Conditions (Appendix B).

Evaluation Criteria:

- Provide a draft security plan which meets the requirements set out in Schedule 7 to the Terms and Conditions.
- Detail how the Service delivered will meet identified needs and be of consistently high quality.
- Approach to quality assurance is fully explained and includes provision of documented procedures for monitoring and maintaining the quality of the data and contract delivery. Organisations should show the practical application of any quality assurance procedures whether accredited or not.
- Provision of information about how the performance of any Delivery Partners and Sub contractors will be managed and assured, and how poor performance will be addressed.
- Information about how the Contractor will set up systems to collect and maintain a full audit trail to be inspected by an Auditor
- Data Capture: The response should demonstrate a robust approach to ensure accuracy of data capture.
- How you will go about collecting, collating, validating and managing the data to meet the requirements set out in annex 2.
- Approach to data management: The procedures proposed for data management should be described demonstrating a clear audit trail.
- Demonstrate how Quality Assurance processes will be set up and implemented and describe the methodology for implementing QC activity and how you will evidence adherence to QA/QC procedures in your reporting.
- Provide information about how the confidentiality, integrity and availability of information will be protected including how and where data will be collected, stored and backed up.
- How you will meet the Data Protection requirements of this contract including the provision of an annual attestation and compliance with the principles of [Cyber Essentials](#).

Please upload your response with filename "E06_Quality Assurance and Quality Control". Your response must be no more than 4 sides of A4, minimum font size 10. Any relevant certificates should be uploaded as separate attachments using the file name "E06_Quality Assurance and Quality Control _Certificates".

E07 Team Structure & Expertise - weighting 30% of the technical score available

Please provide a description of each team member's relevant experience in meeting the requirements of this Contract. You should describe the structure of the team and the roles for each team member on the project clearly defining roles and responsibilities of any consortium or sub-

contractor relationships where applicable. Provision of an organizational structure diagram should be used as a visual summary of project management arrangements. Please also provide CVs for the Project Manager, their deputy and all team members for this Contract (please do not exceed two (2) pages per person). CVs will not be reviewed in detail however any qualifications should be checked by the supplier, their content should be amended to reflect the individual's experience in the task allocated to them in this project. Copies of all qualifications or relevant certificates must be held (either electronically or in hard copy) and be made available for inspection on request.

Please demonstrate the experience and capability of the named individuals in the specific areas directly relevant to this contract. You should give examples of previous similar work carried out over the past two years and list all relevant certifications accreditations and other relevant documentation to support your team's suitability for this Contract. Copies of certificates should be provided.

Provision of certificates to demonstrate competencies and expertise in all areas of specific relevance to this contract, this may include, for example;

- Prince 2 or similar project management qualifications.
- Evidence of any specific qualifications and expertise relating to the delivery of the Service, to include NVQ level 3 (or equivalent) in agriculture, ecology or a related subject.
- Evidence of qualifications or details of delivering delivery training and advice at a level relevant to the requirements.

Evaluation criteria:

- The roles to be carried out by the project management team have been outlined and detail of their experience and appropriate qualifications in working on projects of this scale provided.
- Specify how regular their contact with others working on the project will be. It is expected that the project manager should be at principal consultant grade (or equivalent) as a minimum.
- Identification of all team members.
- Team structure clearly detailed and key team members linked to roles, including identification of those collecting, collating and managing project data to ensure appropriate expertise whilst minimising costs to the Authority.
- How experience and qualifications listed are relevant to the various elements of this project.
- How you will ensure that the appropriate resources will be in place during the whole period of implementation of the project and not only at the moment of selection
- Continuous Improvement: Demonstrate that all of those involved in the project, both project management and delivery are committed to continuous professional development (CPD) and state how this will be evidenced. State the nature and duration of CPD, and how this will be evidenced.

Please upload your response with filename "E07_ Your Organisation Name". Your response must be no more than 8 sides of A4, minimum font size 10. The CV's do not form part of the limit of 8 sides.

You must also provide evidence of the appropriate certificates of which examples are given above. Please upload a document with the filename “E07_Your organisation name – Certificates”.

E08 Policy Context and Interactions with Other Stakeholders - weighting 10% of the technical score available

Please demonstrate your organisation’s understanding of the policy context in which the Contract will operate.

Evaluation Criteria:

- Knowledge and understanding of the existing industry and government initiatives and activities in relation to bTB, its purposes and aims.
- Identify key policy related issues relevant to the subject
- Knowledge and understanding of the role of the Authority and the other key partners and their interface with this Contract.
- Demonstrate knowledge and understanding of the interaction of this Contract with other relevant projects and initiatives

Please upload your response with filename “E08_Your organisation name”. Your response must be no more than 4 sides of A4, minimum font size 10.

PRICING

- 1.1. Tenderers must insert their pricing proposal, in the Commercial Workbook (Appendix E) Bravo. The total price submitted shall be for the whole Contract period.
- 1.2. All pricing should include all the elements set out in the specification of requirements, for the avoidance of doubt the unit prices should include all project management and reporting costs
- 1.3. For evaluation purposes tenders are asked to complete the following scenario based on a total of 600 on farm advice visits and 100 Badger Surveys and 200 Telephone Advice Calls:

Pricing Evaluation	No.	£
On farm advice visit	600	
Badger Survey	100	
Telephone Advice	200	
Total price		

The total price submitted by Tenderers for the scenario only will be used for this evaluation.

- 1.4. Prices must be submitted in £ Sterling (GBP), excluding VAT.
- 1.5. Tenderers are also required to complete Appendices F and G and submit these with their Response. These documents are for information purposes only and will not be scored. It will be used by the Authority to understand how the submitted price is calculated. The information provided may be used to inform the Commercial Workbook (Appendix E) of the Contract.
- 1.6. Payments will be made against actual costs incurred by the Contractor through the claims process.
- 1.7. Note that the cost for travel and subsistence must be included within the Commercial Workbook and be in line with the Authority's Travel and Subsistence Policy, detailed in Appendix D.
- 1.8. The price evaluation will be scored as follows:

The maximum marks available for this part of the Tender will be 40% and will be awarded to the Tenderer which submits the lowest price.

The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price.

The calculation used is the following for this example we have used 40% as the Commercial Weighting:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40 \% \text{ (Maximum available marks)}$$

For example, if three Tenders 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:

$$\text{Tenderer A Score} = £3000/£3000 \times 40 \% \text{ (Maximum available marks)} = 40 \%$$

$$\text{Tenderer B Score} = £3000/£5000 \times 40 \% \text{ (Maximum available marks)} = 24 \%$$

$$\text{Tenderer C Score} = £3000/£6000 \times 40 \% \text{ (Maximum available marks)} = 20 \%$$

SECTION 3: SPECIFICATION OF REQUIREMENTS

The Authority will invite tenders for delivering expert advice across England to keepers of cattle and farmed non-bovine animals i.e. South American camelids, deer, goat, pigs and sheep (this will not apply to animals kept as pets or in hobby collections).

The advice will be mainly one-to-one, on-farm and bespoke, and will focus on practical and affordable ways to improve the biosecurity of the herd/flock, aiming to protect it from infection with bovine TB (bTB). On-farm advice will be in two parts – an initial two-hour appointment (excluding travel time) followed by a two-hour follow up visit between six and nine months after the initial visit (NB: these timings are indicative only and used here as a guide. We acknowledge that some visits

may take more than two hours, some less). Any farmers who do not wish to take up the option of a visit will be able to access free expert advice over the telephone and via email.

There will be one visit and follow-up visit per farmer. However, a farmer who received a visit(s) as part of the previous contract will not be excluded from the service under this one. However, farmers will only be entitled to one visit (and a follow-up) under the terms of this contract.

In addition to the two-part visits it may be desirable, particularly where badgers are a recognised disease risk to cattle, to conduct a badger survey by monitoring buildings for badger visits and surveying farmland to assess badger activity. A badger survey would normally involve identifying badger setts, latrines, travel corridors and other signs of badger activity which can be represented on a map. This will be used to support the assessment of the risk of direct and indirect contact between badgers and cattle or farmed non-bovine animals, and to devise appropriate mitigation actions. The survey would need to be undertaken by an advisor with badger ecology expertise. Ideally the same advisor would complete the farm visit and badger survey, but we acknowledge that not every advisor will have expertise in farm biosecurity and badger ecology. The contractor would therefore need to explain how they would address this issue (by planning for a proportion of two-person surveys, for example) or whether – in what Defra would regard as exceptional circumstances – a separate visit was required.

The badger survey/visit and telephone advice elements can be provided by non-vets with appropriate skills and knowledge, but vets will need to undertake the on-farm biosecurity visits and make recommendations.

The badger survey should be sufficient to pinpoint areas where mitigation measures can be put in place. There will be a limit of 250 badger surveys per year.

A report conforming to a set template will be completed no later than 10 working days after each appointment (part A following the initial appointment and part B after the follow up visit). Part A of the report must include at least four specific recommendations (at least one of which should be challenging) which can be delivered by the herd owner or manager before the follow-up visit. Additionally, it must also summarise steps the farmer has already taken to reduce the risk of bTB introduction/transmission. Part B must include specific information on the extent to which Part A recommendations have been acted on, whilst acknowledging the difficulties that a farmer or keeper may have in complying.

In this context “challenging” would be a measure which would require a financial and/or time investment to implement and is longer term, for example wildlife-proofing of cattle accommodation or installing a double-perimeter fence. These should not be simple, low-cost measures such as fitting metal sheeting to gates or buying/making mineral lick holders. Defra will not set a lower limit for the investment. Moreover, we acknowledge that it is not mandatory for keepers to implement the recommendations from the advice visit.

The contractor will be expected to encourage the herd/flock owner or manager to discuss the advice with their own vet.

The contractor will also be required to maintain a telephone advice service with experts available to respond to advice requests. The telephone service should be staffed from 09.00 to 17.00 Monday

to Friday (excluding bank holidays), with return calls to those requesting advice normally made within one working day.

All cattle herd owners or managers and keepers of farmed non-bovines will be eligible to receive free advice, regardless of whether their herd/flock is officially bTB-free or subject to bTB restrictions.

The contract will have a duration of three years - with the option for a one-year extension (and a further one-year extension) depending on budget approval and success of current project. The contractor will be paid a flat rate for each advice visit which will cover the initial and follow up visit, and average travel time and costs.

We will set a target of 500-800 initial advice visits (not including follow-up visits) for each twelve-month period. This is a challenging target but reflects the importance we attach to the TB Advisory Service. The contractor will be expected to indicate how many visits it has the capacity to deliver during the contract period and to have a comprehensive and robust marketing plan so as to provide reasonable assurance that 500-800 advice visits will be delivered in each 12-month period. **In year 1 the ongoing pandemic may have a bearing on capacity so the contractor will need to satisfy the Authority that this had been taken into consideration.**

The three elements of (i) farmer advice, (ii) badger survey and (iii) telephone advice will need to be costed separately.

Aims and objectives

Aim: to achieve farm animal health and productivity gains by reducing the incidence and severity of bTB herd breakdowns in England.

Objective: To reduce: (i) the likelihood of new bTB breakdowns; and (ii) spread of bTB within herds under bTB restrictions, by supporting cattle herd owners and managers and keepers of farmed non-bovines to build resilience to bTB by providing tailored advice on improving on-farm biosecurity and reducing the risks from cattle and non-bovine movements and trading.

Scope of advice

In all cases advice will need to be tailored to reflect the conditions and circumstances of a farm, including its risk area location. But some advice elements will be appropriate to all herds/flocks. For herds/flocks which are under bTB restrictions or which have a history of bTB breakdowns, advice may also cover 2a below should the herd owner or manager request this. The advice should cover two distinct aspects of disease prevention:

Deliverable 1a. Biosecurity to improve herd/flock resilience to bTB in infected herds and to protect uninfected herds/flocks from infection with bTB

Advice should be based primarily on the Five Point plan, developed jointly by Government and industry, together with the additional biosecurity advice published on the TB Hub¹. All visits should

include, but not be limited to, giving practical advice on how the herd/flock owner could put in place what the Godfray Review¹ termed ‘no regrets’ biosecurity measures.

Our interpretation is that the following can be regarded as ‘no regrets’ measures: ²

Subset of measures under the bTB biosecurity Five Point Plan ²	Interpretation
<ul style="list-style-type: none"> Restrict badger access to feed stores, troughs and mineral licks. 	<ul style="list-style-type: none"> Feed store walls and doors should be secure, and doors kept closed (especially at night). Doors should be of a smooth and solid construction and a minimum of 1.5 m high (solid sheets of metal can be added to a 5-bar gate). Gaps at the sides of and under doors and walls should be no greater than 7.5 cm and must not be able to be enlarged by digging or chewing. Exclusion measures must be used every night and kept in a good state of repair. If you cannot stop wildlife visits to feed stores, store feed in metal, lidded feed bins that should be kept closed when not in use. This is of particular importance in cases where, for example, feed materials such as potatoes or sugar beet would normally be left in piles on concrete pads or where there are clamps of maize silage or brewers’ grains. Mineral licks should be raised as high as possible off the ground on stands with vertical sides to prevent badger access. Troughs should be raised as high as possible with sheer sides and no footholds.
<ul style="list-style-type: none"> Don’t put feed on the ground at pasture and clean up spillages. 	<p>Avoid feeding concentrates on the ground – in particular, situations where ‘total mixed</p>

¹ <https://www.gov.uk/government/publications/a-strategy-for-achieving-bovine-tuberculosis-free-status-for-england-2018-review>
<https://www.gov.uk/government/publications/a-strategy-for-achieving-bovine-tuberculosis-free-status-for-england-2018-review-government-response>

² ‘No regrets’ is a term used by the Godfray Review to describe relatively low cost and practical on-farm biosecurity measures that would reduce the TB threat (and other disease risks) to a herd.

	ration' (TMR) would normally be distributed directly onto the floor of a central feed passage. All feed passages will need to be closed off effectively. Feed troughs should be raised as high as possible off the ground with sheer sides and no footholds, kept clean and free of contaminants.
<ul style="list-style-type: none"> Use clean, fresh water and restrict badger access to water troughs. 	Wherever possible, mains water should be provided, and water troughs raised as high as possible off the ground and regularly cleaned. Prevent cattle access to ponds and other stagnant water supplies.
<ul style="list-style-type: none"> Only feed waste milk to calves if it has been boiled or pasteurised. 	<ul style="list-style-type: none"> Only feed colostrum or milk which has been boiled or pasteurised or use powdered substitutes.
<ul style="list-style-type: none"> Put in place effective barriers between neighbouring herds. 	Farm boundaries must prevent cattle or non-bovines from straying off or onto neighbouring farms (or common land) and must prevent nose to nose contact with neighbouring cattle or non-bovines. Installation of double-fencing, or use of an equivalent boundary to provide a gap of 3 metres is essential where farms are in a High Risk or Edge area. Thick, impenetrable hedging is also acceptable.
<ul style="list-style-type: none"> Avoid sharing equipment or vehicles with other farms. 	If you share equipment with others or use contractors, you should have – and comply with and/or get your contractor to agree to comply with – a plan for effective cleansing and disinfection before use on your farm.
<ul style="list-style-type: none"> Only spread manure on arable land or pasture that is not going to be grazed by cattle for at least two months. 	In a High Risk or Edge Area, cattle must not be grazed on pasture previously grazed until a period of two months has elapsed.
<ul style="list-style-type: none"> Don't spread manure and slurry from other farms. 	Do not spread manure and slurry from another farm onto your land.

During the on-farm visit the advisor will be expected to visit the animal accommodation and farm buildings in order to tailor the advice.

Deliverable 2a. Mitigation of risks from movements and trading of cattle and farmed non-bovine animals

The advice should include an explanation of the following:

- Informed purchasing of cattle and farmed non-bovines including the use of ibTB³
- Options for voluntary and private pre-movement TB testing of farmed non-bovine animals purchased (or returning) from premises located in the High Risk and Edge Areas of England or in Wales.
- Best practice isolation and post-movement TB testing of purchased and returning cattle and non-bovines (including from agricultural shows)
- The benefits of becoming CHeCS accredited for bTB
- Contingency planning for bTB breakdowns
- Approved TB units (cattle only) e.g. Approved Finishing Units (AFUs), Licensed Finishing Units (LFUs) - details on the TB Hub website.

Specifically, for herds/flocks under bTB restrictions, advice should include the following:

- Trading options for licensed movements of cattle and non-bovines into and out of the herd/flock whilst under movement restrictions e.g. for *cattle*, TB-dedicated sales (orange markets), AFUs, direct to slaughter
- Approval and operation of a TB isolation unit for cattle

Details of trading options for herds/flocks under bTB restrictions are on the TB Hub website.

Our expectation is that owners should be advised to take steps to reduce the risk of buying in cattle or non-bovines with undisclosed infection. Given that movement of cattle is a key transmission pathway for bTB, farmers should be strongly discouraged from purchasing cattle from herds where the herd's bTB history has not been shared.

Overview of requirements

The Contractor shall:

- Ensure that, where required, appropriate contractual relationships are established to ensure that the service can be delivered, for example by working with sub-contractors or delivery partners.
- Ensure that advice visits are conducted by vets³. Vets are able to advise on the more technical aspects of the service. And this delivery approach provides more assurance on the quality of advice given.

³ Member of the Royal College of Veterinary Surgeons (RCVS)

- Where non-vets are engaged to undertake badger surveys the contractor will need to provide details of how it will ensure that whoever complete the surveys, including sub-contractors, have the following:
 - o experience of, and training on, delivering advice to farmers over a period of at least two years; and
 - o a basic knowledge of badger ecology; and.
 - o minimum qualifications equivalent to NVQ level 3 in agriculture, ecology or a related subject.
- Provide details of training programmes for advisors and quality assurance systems
- Provide details of how it plans to fulfil its duty of care to its advisors (including sub-contractors) to ensure their personal safety.
- Put in place a system to ensure all staff and sub-contractors comply with the standards set out in Defra's [Guidance on Disease prevention for livestock and poultry keepers](#).
- Ensure that those receiving an on-farm advice visit receive, sign and return a privacy notice and a form giving consent for the advice visit reports to be shared with Defra and APHA officials. (Raw data will only be used for internal analyses. If a decision is taken to share data, it will be aggregated and anonymised.)
- Pay their subcontractors, and if requested provide evidence that those payments have been made, before an invoice is submitted to Defra.

Contract management and audit

The Contractor must establish an effective working relationship with a Defra nominated officer and ensure that any changes to the delivery plan are agreed by both parties and confirmed in writing prior to implementation.

The Contractor shall assure the quality and security of all data collected and maintain a full audit trail. Organisations that must be given access to data at the request of Defra include: Defra, APHA, the National Audit Office and any other organisation authorised by Defra.

From time-to-time audits or inspections will be carried out. These will seek to confirm that:

- Payments made by the Contractor in the course of delivering activity under the contract are supported by accounting documents or evidence and can be directly attributed to that delivery.
- The nature and timing of expenditure corresponds to the work actually delivered (and that expenditure has been incurred and defrayed before claims have been submitted).
- The activity delivered is in accordance with this specification of requirements.

This may include, for example, checks of timesheets and invoices from third party suppliers, bank statements and payment ledger entries. It may also include checks on a proportion of advice beneficiaries to verify activity has taken place as stated in any claim for payment.

Performance standards

The Contractor will be required to achieve its own delivery milestones, as set out in a delivery plan which will form part of their tender. This must include a projected timeline for scheduling part A and part B visits.

The Contractor will develop a contact database to record advice recipients' details, the recommendations given, and action taken on those recommendations. The database should include:

Herd/flock information

- CPH number
- Herd/flock size
- Herd/flock type
- bTB risk area where farm located
- Herd/flock bTB status/history - currently under restriction, not currently under restriction, have been under restriction within the last three years.

First visit and outcomes

- Date of first (part A) visit
- Name or ID of Contractor/s who conducted part A visit
- Area of farm survey
- Areas not surveyed/inaccessible
- Badger survey recommended yes/no
- Badger survey conducted yes/no; if yes, results of survey
- Description of effective transmission pathway mitigations already in place: needs to cover the key source and transmission pathways identified on the farm (badgers, cattle, fomites)
- Description of and reason(s) for each recommendation. It will be important to collect details on the four recommendations given to each farm - and their compliance levels at the follow-up visit. The recommendations should be classified according to the headings in the Five Point Plan
- Details of any telephone contact after both part A and part B visits

Follow-up visit and outcomes

- Date of follow-up (part B) visit
- Name or ID of Contractor/s who conducted part B visit (if different Contractor from Part A visit)
- Number of recommendations acted upon
- Description of extent of compliance with recommendations
- Description of barriers to compliance (e.g. change in farm production, cost, impracticality)
- Farmer's satisfaction score using a scale where four is 'fully satisfied', three 'satisfied', two 'poor' and one 'unacceptable'

The contractor shall provide quarterly reports, throughout the duration of the Contract, to be sent to the Defra nominated officer. Each report will provide details of services delivered and the quality assurance and quality control activities associated with those services. These reports must be cross-referenced to invoices.

The Contractor shall provide an annual report, to be sent to the nominated officer in hard copy and electronic file format, on the first anniversary of the date that the contract is signed and then for each year thereafter until the end of the contract.

The Contractor will be required to attend face to face quarterly meetings with the nominated officer throughout the life of the contract. This will, of course, depend on the COVID-19 restrictions at the time. Initially this will entail virtual meetings on MS Teams (not Zoom). A gateway review will take place after the first year of the contract to review progress. Satisfactory performance must be demonstrated in order for the contract to continue thereafter.

Please see section below for more detail on what is required to be delivered.

Guidance on deliverables

Deliverable 1b

- After the visit the advisor will prepare an action plan to improve or maintain the biosecurity and trading status, and share this with the farmer within one calendar month of the visit. The farmer will be advised to implement the plan within six months of receipt.

Deliverable 1c

- The Contractor will contact each farmer participant no later than six months after the follow up visit to assess the quality and content of advice given by the advisor and collect any feedback
- Obtain an update on progress (i.e. have actions been carried out, if not why not). The target is that 75% of recommended actions will be completed within six months of receipt of the action plan.

Deliverable 1d

- In addition to deliverable 1a, provision of telephone advice annually to a total of 600 businesses in the target market for which telephone advice has been identified as appropriate using the decision tree in Annex 7.
- Telephone advice excludes those calls where the most suitable guidance or recommendation is to refer the caller directly to the TB Hub website.
- Contractor to develop a Customer contact database or use a Customer Relationship Management tool to record customer's details and record advice given and provide a report to the Authority as part of Deliverable 2a below (Quarterly reports).

Project Progress Reporting

Reporting: Quarterly Reports – Deliverable 2a

- The Contractor shall provide quarterly reports, throughout the duration of the Contract, to be sent to the Nominated Officer. Each report will provide details of activity delivered and the quality assurance and quality control activities associated with that activity. These

reports must be cross-referenced to invoices, providing a breakdown of all costs incurred during the period. The format of the reports will be agreed at the inception meeting.

Reporting: Annual Reports - Deliverable 2b

- The Contractor shall provide an annual report to the Authority on the first anniversary of the date that the contract is signed and then for each year thereafter until the end of the contract. An electronic copy of the annual report shall be provided in both Microsoft Word and pdf file formats.

Reporting: Final Report – Deliverable 2c

The Contractor shall provide a final report before the end of the contract. In addition to reporting against the number of advice calls / visits given per area, the following criteria must be reflected in the final report

- Herd/flock sizes and types that participated
- bTB history of herds/flocks that participated (i.e. currently under restriction, not currently under restriction, have been under restriction within the last three years)
- Number of recommendations that were made in total
- Farmer's assessment of the Service. It is expected that 95% of participants will be satisfied or fully satisfied with advice. This success will be measured as receiving a score of four or more using a scale rated out of four, four being the highest. Supplier should provide a suggested scoring matrix based on the following:
 - For a score of 4: Excellent service providing comprehensive, relevant advice (Fully satisfied)
 - For a score of 3: Acceptable Service with relevant advice (Satisfied)
 - For a score of 2: Poor – Service and advice was partially relevant and/or poor
 - For a score of 1: Unacceptable service that failed to meet customer's needs
- Estimated cost to implement recommendations.
- Actual cost to farmer of implementing recommendations
- Whether certain types of recommended actions were not carried out more often than others, and why
- Whether the target of 75% of recommended actions being implemented by participants within six months of receipt of an action plan was met

Progress meetings – Deliverable 2d

The Contractor will be required to attend face to face quarterly meetings with the Authority throughout the life of the Contract; however, it is possible that some of these may be held by video conference or similar. There will be a requirement for contact in addition to the quarterly meetings during the first six months of the Contract; however, it is likely that these additional meetings can be conducted by telephone.

Gateway review – Deliverable 2e

A Gateway review will take place after 12 months after the Contract is signed. The Gateway review will review progress against the deliverables for the first 12 months (as per the Contractor's Response), as well as risks and how they are being addressed. Satisfactory performance must be demonstrated in order for the Contract to continue.

Table 1: Key Reporting Deliverables and Timescales

Work package	Deliverables/outputs	Deliverable Number	Frequency	Timescales	Recipient
1	Delivery of Advice and Advice reports to participants	1a, 1b	N/A	Three years from contract start date	Participants
1	Final reporting	1c	Once	Maximum of six months after delivery of 5a, 5b	The Authority
2	Short progress reports to be included on the claim form and accompanied by an invoice.	2a	With each claim	With each claim	The Authority
2	Quarterly Reports - format to be confirmed at inception meeting but to include progress against Delivery Plan, slippage and risk.	2a	Quarterly	To commence three months after delivery commences and on a quarterly basis thereafter	The Authority
2	Annual Reports	2b	Annual	The first report must be received no later than the anniversary of the date that the contract is signed and	The Authority

				then annually thereafter	
2	Final Report	2c	Once	Draft report no later than 2 months before end of Contract. Final version by 2 weeks before end of Contract	The Authority
Start of contract delivery			Once	Not more than three months after contract signed	N/A
N/A	Completion of Contract	N/A	Once	3 years after start of contract delivery (unless Authority exercises option to extend)	N/A
2	Gateway Review	2e	One-off (unless targets are not met)	12 months after Contract commences	The Authority
2	Progress Meetings	2d	Quarterly	To commence three months after delivery commences and on a	The Authority

				quarterly basis thereafter	
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- The Contractor must use quality management systems to assure the quality of their own work and the work of any sub-contractors or other delivery partners.
- The Contractor will be responsible for the project management, co-ordination and reporting requirements as specified in this tender and for ensuring that delivery is compliant with the regulatory requirements.
- The Contractor will validate all data prior to submitting it to the Authority.
- The Contractor is to maintain a full audit trail including (but not limited to) keeping the following: accounts and records of all quotations and invoices received from sub-Contractors, suppliers, etc.
- The Contractor shall accept audit of the Service by the Authority, the National Audit Office or any organisation mandated by any of these bodies. These audits may be conducted on a regular basis with the following aims:
 - to review and verify information available in records developed through the monitoring programme; and
 - to identify specific issues of non-compliance and to give recommendations to meet them.

The Contractor should be aware that submitting any invoice containing ineligible expenditure will result in a financial charge to the Contractor and a corresponding reduction in the amount paid in accordance with legislation. The claim payment will be calculated on the basis of what is found to be eligible within the claim. In the event of an irregularity in the claim, which is not deemed to be an obvious error on the Contractor's part, Defra will have the right to make a deduction from the sum due to the Contractor and to remove the ineligible expenditure

Programme of Work and Milestones

Tenderers are invited to propose a work programme which meets the above objectives, requirements and timetable; this will become the Delivery Plan and form part of the Contract. Tenders should include a time schedule for the work that identifies the main stages, tasks and key milestones – these will then be used to monitor progress. Any changes to the work programme must be approved by the Authority in writing prior to implementation.

Performance Management Framework (PMF) (Including Service Levels and Key Performance Indicators)

The following will be included as a Schedule to the Authority's Conditions of Contract at the point of signature;

- the Contractor's Output Matrix (Appendix F), approved Delivery Plan and the Detailed Gantt Chart required for Evaluation Question E04 Project Management.

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 Contractor's performance of contract responsibilities.

The PMF's purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure.

The Authority may define any reasonable performance management indicators for the Contractor under the following categories:

1. Contract Management
2. Delivery and support
3. Quality of Service
4. Continuous Improvement

The above categories are consistent within all contract awards allowing the Authority to monitor Contractor performance at both individual contract level and at enterprise level with the individual Contractor.

Management of the PMF

The Contractor shall produce a quarterly report, detailing performance against Key Performance Indicators (KPIs).

KPIs are essential in order to align the Contractor's 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. Failing to meet the KPIs would indicate that the Service is failing to deliver. As a result, recourse might be to terminate and seek alternative supply.

KPIs shall be monitored on a regular basis and shall form part of the contract performance review.

The Contractor shall maintain their own management reports, including a Risk and Issues Log.

Any performance issues highlighted in the Quarterly reports, or in progress reports accompanying claims, 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.

The Authority shall hold meetings with the Contractor to discuss and agree the conduct of the Contract.

KEY PERFORMANCE INDICATORS (KPIS)

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating (1-3) scale		
				1	2	3
Contract Management	KPI 1 – Valid invoices to agreed timescales Deliverable - 2a	Valid invoices are produced to the timescales and quality as outlined in the deliverables. Each invoice is accompanied by a short progress report.	Valid invoices delivered on time; quote correct PO, contract number, the Authority Contact, and qualitative description of the work being done. A maximum of 12 claims are made.	Below expectations	NA	Meets Expectations
Contract Management	KPI 2 – Annual Risk Assessment	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept up to date throughout the project. Evidence should be provided that risks are pro-actively managed.	Below expectations	NA	Meets expectations
Contract Management	KPI 3 – Performance	Quarterly progress	Actual performance compared against	Below expectations	NA	Meets expectations

t	<p>against table of quarterly outputs</p> <p>Deliverable - 2a, 2d</p>	reports	<p>the Delivery Plan.</p> <p>Performance management reports should minimise burden on the Authority.</p> <p>Quarterly progress reports should be clearly and explicitly linked to invoices to help financial tracking.</p> <p>Quarterly report to include performance against all Key Performance Indicators (KPIs).</p>			
Delivery and support	<p>KPI 4 – Annual reports</p> <p>Deliverable - 2b</p>	High quality annual reports delivered on time.	<p>The first report must be received no later than the anniversary of the date that the contract is signed and then annually thereafter.</p> <p>Reports are delivered on time and need little input/correction from the Authority in order to finalise for publication.</p>	Below expectations	NA	Meets expectations
Delivery and	KPI 5 –	Health and safety	H&S issues including biosecurity	Below expectations	NA	Meets expectations

support	Health and Safety and Biosecurity	reporting, dissemination, certification and training.	issues communicated in a timely fashion. Statistics are reported in a timely fashion and all training and certifications are maintained.			
Quality of service	KPI 6– Data capture and delivery	Data capture and delivery in line with requirements of Annex 3.	Data capture meets requirements stated in ITT	<95%	95%	>95%
Quality of service	KPI 7– QA/QC Compliance	Robust QA/QC procedures are implemented and maintained throughout delivery.	QA/QC activities should be reported to the Authority in meeting all aspects of the contract in line with the requirements of the specification. Evidence is provided that they are carried out throughout delivery whilst minimising burden to the Authority, are regularly reviewed and amendments implemented.	Below expectations	Meets	Exceeds expectations
Quality of service	KPI 8 - 95% of participants satisfied or fully satisfied with advice (receive a	Contractor to put system in place to capture participant satisfaction / feedback	Fully completed, signed participant evaluations collected and retained in a format to be agreed with the Authority	<95%	95%	>95%

	<p>score of 3 or more using a scale of 1-4 where 4 is high)</p> <p>Deliverables – 1a, 1b</p>					
Quality of service	<p>KPI 9 - Collection of data regarding implementation of recommended actions by participants who have received a visit and action plan</p>	<p>Contractor to contact each farmer participant no later than 6 months after the visit to obtain an update on progress i.e. have actions been carried out, if not why not? (The target is that 75% of recommended actions will be completed within 6 months of receipt of the action plan.)</p> <p>.</p>	<p>95% of farmers should have been contacted no later than 6 months after the initial visit.</p> <p>Analysis and conclusions to be included the Final Report</p>	<75%	75%	>75%
Continuous improvement	<p>KPI 10 – Actioned feedback</p>	<p>The Contractor actions feedback in a pro-active and timely manner.</p>	<p>Feedback is actioned in a timely manner with noticeable improvements in delivery (including KPIs) and in</p>	Below expectations	NA	Exceeds expectations

	(Deliverables: All)	Measurement to be defined in the Contractor's Remediation Plans	accordance with the Contractor's Remediation Plan.			
Continuous Improvement	KPI 11 – Continuous Improvements and added value (Deliverables: All)	Contractor submits quarterly reports on recommendations for Service improvements to improve Quality and add value.	Reports are delivered on time and contain suggestions which may or may not be accepted by the Authority which will lead to improved quality and added value to the Service offered by the Contractor	None submitted or recommendations are below expectations	NA	Recommendations submitted and exceed expectations

Annex 1: Familiarisation Materials for Advisors

The TB Hub is a joint government and industry initiative, supported by the Agriculture and Horticulture Development Board (AHDB), the Animal & Plant Health Agency (APHA), the British Cattle Veterinary Association (BCVA), the Department for Environment, Food and Rural Affairs (Defra), Landex and the National Farmers Union (NFU).

It contains in depth accurate material on all aspects of bovine Tuberculosis. The Contractor should use the TB Hub website www.tbhub.co.uk as a basis for the material which advisors use and impart to farmers, and ensure that all advice is consistent with it. Particularly the following pages:

Biosecurity advice for farmers

<http://www.tbhub.co.uk/biosecurity/protect-your-herd-from-tb/>

Biosecurity advice for advisors

<https://www.gov.uk/guidance/disease-prevention-for-livestock-farmers>

Cattle movements and Trading

<https://www.tbhub.co.uk/preventing-tb-breakdowns/trading-cattle/>

Non-bovine species

<https://www.tbhub.co.uk/tb-in-non-bovine-animals/>

Annex 2: Claims and Administration Process

As an integral part of their delivery responsibilities, the Contractor is required to supply relevant Contract outputs on a quarterly basis.

These outputs should include (but are not limited to):

- A claim form;
- Management report – including details of progress against milestones, performance against KPIs/output targets, details of forthcoming activity, issues/risks and actions to be taken if delivery is falling below expectations, and activity included in invoices submitted for this period;
- Provision of information about participants (see Annex 3).

If required, Contractor has flexibility to submit up to a maximum of 12 claims.

In addition, providers are required to keep the following information for all activities. This information must be made available for inspection upon request. In addition, Tenderers will be asked to submit further detailed information for some of their claims which will, be selected at random:

- Participant registers;
- Feedback forms; including an evaluation form completed by the participant confirming the level of satisfaction with the activity and if they intend to put their learning or advice received into practice
- One-to-one visit reports; and
- Event agendas and, if requested, presentations/handouts.
- Evidence of carrying out eligibility checks
- Completed Evaluation Forms
- Other records. Contractor to retain timesheets and payroll records for those employees involved in delivery of the Service, and where relevant sub-contractor records and evidence of payment to sub-contractors to evidence the level of work being undertaken. These can take the form of normal employment records, kept for standard tax purposes. **(Providers intending to sub-contract need to be aware that sub-contractors have to be paid for work done before a claim is made for any training delivered by the sub-contractor.)**

The Contractor should note that failure to provide accurate documentation may lead to penalties being charged.

Annex 3:

Data collection and Format Requirements for telephone advice – Participant Information

The Contractor will be responsible for collating the following data for all the participants receiving telephone advice:

- Individual – Name, address, post code, contact details including an email address, land line and/or mobile telephone number, employment status, age,
- Business – CPH Number
- Employer – Name, address, postcode, size of the business
- Dates – plus start and finish times of the advice
- bTB risk area (High Risk Area, Edge Area or Low Risk Area)
- Current bTB status (officially TB free or under TB restrictions)
- Type of herd/flock
- Size of herd/flock

Participant data will need to be loaded on to a claim form, this will be a spreadsheet format (Microsoft Excel or equivalent).

Annex 4 – Publicity Requirements

The publicity requirements will be explained in detail at the inception meeting; however an indication of the requirements is below

- All publications (booklets, leaflets, letters, posters, websites, databases, etc.) relating to the Service must clearly indicate on the title page that it is funded by Defra
- Defra grant support must also be acknowledged in any press releases relating to the Service.
- An example of the acknowledgement to be displayed in publications and on publicity material is provided below:
- ‘This Service has been supported through funding from Defra’
- Websites must acknowledge support received from Defra.
- Advisors will be expected to promote the TB Strategy.

Annex 5

Report of Advice Visit

All advice visits must be recorded and the appropriate template below completed by the advisor and signed by the recipient of the advice. The Contractor must also sign the report to confirm that the appropriate quality assurance checks have been carried out.

Visit Report

Farmer's Name	
Advisor's name	
Others present	
Farm name and address	
CPH	
Herd size	
Visit date	
Report date	
Has the farmer provided their Farm level data TB report or Disease Report Form (if applicable) from APHA?	

1. Summary Recommendations

To be completed after the visit. Recommendations should be listed prioritising those which will achieve the greatest biosecurity gain, considering the financial implications.

Recommendation 1.

Recommendation 2.

Etc.

2. Farm Summary

<i>A brief description of the farm in terms of its location approximate stock numbers and type, farming and business practises.</i>

3. Detailed Assessment of Current Situation and Possible Improvements

Please add a commentary based on the current level of biosecurity, badger activity business practises etc.

4. Full Recommendations

Priority	Recommendation	Reason/benefit	cost	Resources/ input needed	Target date for completion

5. Implications of NOT Undertaking Recommendations

Please add a commentary about the impacts on the farm business, productivity and on animal welfare if the recommendations are not carried out.

6. What and Who Can Help?

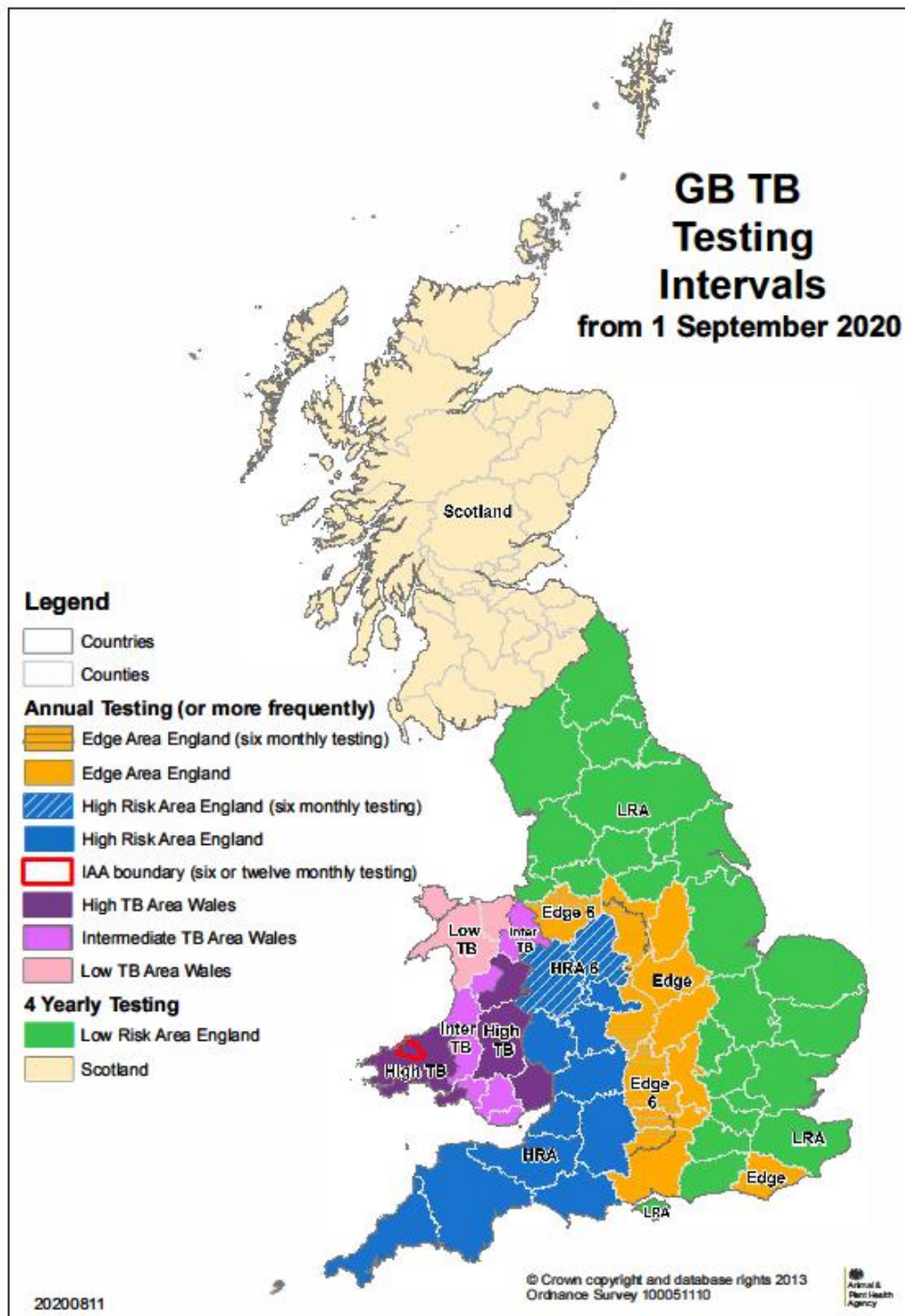
Insert details of any further sources of information, advice, support or contacts that you discussed during the visit to help implement the recommendations, such as publications, websites, organisations etc.

Please sign below to confirm this report accurately represents the Advice Visit and recommendations

	Name	Signature	Date
Advisor			
Farmer			

Annex 6 Map of the bTB High Risk, Edge and Low Risk Areas

Note that although no significant changes to the map are envisaged for the duration of the contract, the target market will change if there are any revisions to the High Risk, Edge Areas or Low Risk Areas. However, the Defra TB Policy team will alert the contractor of any changes in good time.



Annex 7

Decision making for when a farm visit is appropriate

- **Is the person an eligible beneficiary?**

As per annex 6

If Yes progress to next question, if no, advice cannot be given.

- **Has the person been signposted to the Service by APHA or a Farming Help Partnership Charity (Farm Community Network, RABI, Addington Fund)?**

If Yes, a visit is appropriate, if no progress to the next question

- **Does the person have specific TB related issues they wish to receive advice on rather than wanting general information?**

If Yes progress to next question, if no, signpost to the TB Hub

Is this simple advice that can be given without an advisor visiting the farm? If Yes give advice over the phone, if no progress to the next question.

- **Have they received advice from the Service before under this contract?**

If yes, they are not a high priority for a visit. If no, a visit is appropriate.

APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

To be returned by 12:00 (UK time) on 10th May 2021.

Aman Sharma
Category Manager
Department for Environment, Food and Rural Affairs
Network Procurement
Nobel House, London, SW1P 3JR

TENDER FOR THE: TB Advisory Service
Tender Ref: 31271

1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 01/07/2021 for the period specified in the ITT.
 - Response Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
2. If this Tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2009, the Contract may be executed electronically using the Authority's electronic tendering and contract management system;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. the Tender shall remain valid for 120 days from the closing date for Responses specified in the ITT; and

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

4. We confirm that:

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

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

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

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

Signed

Date

In the capacity of

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

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B

AUTHORITY'S CONDITIONS OF CONTRACT

The Authority's Conditions of Contract that are applicable to this Invitation to Tender and any subsequent contract are uploaded on to the bravo system.



Contract For
Services.doc

APPENDIX C

ARMED FORCES CORPORATE COVENANT

Section 1: Principles of the Armed Forces Covenant

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

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

Section 2: Demonstrating our Commitment

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

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

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

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

Appendix D

Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

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

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

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate
London (Bed and Breakfast)	£130 per night
Rates for specific cities (Bed and Breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night
UK Other (Bed and Breakfast)	£75 per night for all other locations

APPENDIX E

Commercial Work Book



TBAS Commercial
Work Book .xlsx

APPENDIX F

Output Structure



Output
Structure.xls

APPENDIX G

Price Structure



Price Structure .xlsx