**Tests and Trials**

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**Call Guidance**

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# **Definitions**

The following definitions will apply to all documentation relating to Test and Trials, Phase 3.

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| Term | Meaning |
| Authority | Shall mean the Department for Environment Food and Rural Affairs |
| Call | Shall mean the competition process also referred to as a request for proposal (RFP) or invitation to tender (ITT) |
| Contract | Shall mean the binding terms and conditions which the Authority and the Supplier shall enter into |
| Defra | The Department for Environment Food and Rural Affairs |
| EOI | Shall mean Expression of Interest, the first stage in the competition process for Test and Trials |
| Full application process | Shall mean stage 2 of the Call. |
| Proposal Development Form | The form to be completed for Stage 2 of the Call, if pass criteria for stage 1 are met |
| Test | Proposals testing the key building blocks and fundamental questions of the future scheme(s) |
| Test and Trial Officer | Defra representative from the Tests and Trials team, who liaise with Suppliers during implementation and delivery of the Test or Trial |
| Test and Trial team | Defra team responsible for design, implementation and delivery of the Test and Trials programme |
| Trial | Proposals researching new ideas and innovative mechanisms and how they could be built into the future scheme(s) |
| Services | Shall mean a Test or a Trial or both |
| Supplier | Shall mean any organisation submitting an EOI or Full application process in order to deliver the Services |

# **Call Guidance**

# **Call Overview**

The purpose of the Call is to identify groups or organisations who can deliver Test and/or Trials which will help inform our future live schemes as further described in the Expression of Interest, Annex A, Call purpose and Scope.

There are two stages to this call:

1. Expression of interest (“EOI”);
2. Full application

The EOI is open to any group or organisation who believes that they can deliver a Test and/or a Trial which will support the objectives outlined in the Expression of Interest, Annex A, Call purpose and Scope. The EOI will be evaluated in accordance with the evaluation criteria set out in this document, Annex B, Evaluation Criteria. Acceptance of an EOI and selection to progress to the second stage, Full application stage, does not in any way indicate or constitute an offer of funding or agreement to contract with Supplier.

If successful in the EOI stage, the Supplier will be notified and then contacted by a nominated Tests and Trials Officer who will collaborate with the Supplier to complete the Proposal Development Form and associated documentation. The nominated Tests and Trials Officer will not be part of the evaluation or decision-making process for their assigned proposals as more particularly described in Annex B, Evaluation Criteria. The outcomes of the Call are expected to be announced by email from ELMtestingandtrials@defra.gov.uk .

# **Clarification Process**

# **Supplier Clarifications**

Following the release of the Call, Suppliers are invited to submit questions related to the Service. All questions from Suppliers must be made via email at **ELMTestingandTrials@defra.gov.uk**. Telephone enquiries will not be accepted.

Unless otherwise agreed by the Authority, each Supplier is to nominate a single representative and a back-up representative to receive and issue questions and answers.

If the Authority provides additional information to a Supplier as a result of a question of a general nature, this additional information will be issued to the other Suppliers.

Where a Supplier is of the view that a clarification question is not of a general nature, but relates to proprietary aspects of its proposal, the Supplier must identify that question as such. If in the opinion of the Authority the question is not proprietary, the Authority will advise the relevant Supplier, which will be given the option to withdraw the question. If the Authority disagrees with the Supplier and concludes that the question does not relate to proprietary aspects of their proposal and the Supplier continues to request a response to that question, as with all questions of a general nature, the question and the response will be circulated to all Suppliers.

If the Authority agrees with the Supplier that a question relates to proprietary aspects of their proposal, the response will not be circulated to other Suppliers.

The Authority will respond in writing, via email as quickly as possible following receipt of a question. However, the nature and extent of the questions will determine the time frame within which the Authority will be able to respond. The Authority cannot guarantee responses to all enquiries due to reasons of confidentiality or staff availability.

Stage 1: EOI - Clarification questions will be accepted up to 23rd April 2021 5pm GMT

# **Evaluation clarifications from the Authority**

During the evaluation period, the Authority may require the Supplier to provide further information or clarification regarding their proposal. The Supplier should endeavour to confirm receipt of such request, within twenty-four (24) hours of issue and shall provide a binding response within 3 working days.

# **Changes of organisation entity**

Any changes in the organisation or a reduction in the capability of an organisation may lead to exclusion from the Call. Any information provided in the EOI process relating to the organisation structure must be notified to the Authority without delay in order that the Authority may make a further assessment by applying the evaluation criteria set out in Annex B, Evaluation Criteria.

# **Disqualification from the Call**

The Authority may disqualify a Supplier from the Call if that Supplier breaches any of the requirements set out or referred to above. The Authority will act in its discretion and accepts no obligation to disqualify.

# **Cancellation of the Call**

The Authority reserves the right to cancel the Call and reject all applications to either Stage of the Call at any time prior to award of the Contracts without incurring any liability to Supplier in respect of the cost of preparing and submitting their proposals.

# **Call requirements**

# **Compliant responses**

This section specifies the basis upon which Suppliers are required to submit their proposals. Reference should also be made to instructions in Annex B, Evaluation Criteria.

It is important that Suppliers comply with the information and instructions provided below to permit consistency in the evaluation of the proposal. If a Supplier fails to provide a complete and compliant response to the Call, the Authority may, at its discretion, choose to disqualify that Supplier from the selection process.

A compliant response must:

* Reach the Authority prior to the submission deadline;
* Include completion of all mandatory fields within the documentation;
* Include attached pdf files on which all supporting documentation will be included and structured in a manner consistent with the Call structure;
* Comply with the requirements of the Call Instructions and any other documents published with this opportunity;
* Be in a form capable of acceptance by the Authority.

#  **Variant responses**

Variant responses will not be accepted in this competition.

#  **Completion of the Call**

Suppliers should read and understand Annex B, Evaluation Criteria. Suppliers should answer all questions accurately and concisely. Where a question is not relevant to a Supplier’s organisation, this should be indicated with an explanation.

Suppliers must provide the information required in the templates provided and must not alter or amend the template. The response must demonstrate an understanding of the Authority’s aims of the Test and Trials programme and which is also suitable for incorporation into the schedules to the draft Contract when they are being finalised for execution. Consistency in terminology is requested and ambiguous language should be avoided.

#  **References to financial amounts in proposals**

All financial amounts contained in the proposal are to be expressed in British Pounds and will be VAT exclusive, with the VAT amount payable to be shown separately.

#  **Call arrangement**

Suppliers shall provide their responses to the Authority in electronic formats only in accordance with requirements set out below. All responses shall be provided no later than: 30th April 2021 11:59pm.

# **Submitting the response**

Responses should be submitted by email to **ELMTestingandTrials@defra.gov.uk**

Suppliers must make an explicit statement that their proposal offer is in full satisfaction of the Authority’s requirements, detailed in the Call documentation and that it is made unconditionally and free from caveat or hidden charge.

Suppliers should answer all questions (and all parts of questions) as accurately and concisely as possible. If the question is not considered to apply to the Supplier, or if a Supplier is unable to provide the information for any reason, it should state ‟Not Applicable‟, “Not Known‟, etc. and provide a brief additional comment explaining or justifying the response. Any alteration to a question will invalidate the Supplier’s response to that question and a mark of zero will be applied.

Questions (including all supplementary attachments and information) must be answered in English.

#  **Supplementary information**

Any supporting documents and information required by the Authority as part of the Call should comply with the following requirements:

Where word count limits have been included in the questions, this is to encourage Suppliers to be concise in their responses. A response which is considered to contain an excessive number of words will be checked and any content over the word count will be disregarded.

All signatures should be submitted to the Authority as a scanned copy with the original „ink‟ signature. An electronic/pre-scanned signature inserted into an electronic document will not be accepted by the Authority.

Suppliers should not submit additional documentation except where specifically requested. Publicity brochures and marketing literature will not be accepted as providing the answers to the questions. Except where additional attachments are specifically requested in the Call document, only information entered in the text box will be taken into consideration.

# **Accuracy of call responses**

Suppliers should make all efforts to ensure that information provided in their responses are valid and accurate.

The Authority reserves the right to exclude Suppliers from further participation in the Call in the event that any information provided in their responses is found to be false or in any way incorrect.

All responses and submissions provided by the Supplier will form part of the Contract.

Any error or misrepresentations discovered after award of contract may result in termination of the Contract.

# **Late applications**

Responses may be submitted at any time before the closing time and date.

It is the responsibility of Suppliers to ensure that their responses have been submitted in the prescribed manner and in accordance with the specified deadline.

Rejection of the Suppliers application may occur as a result of failure, within the specified timescale, to:

* provide the required information;
* make a satisfactory response to any question; or
* supply documentation referred to in responses

# **Modification of Call response**

Responses may not be altered once the deadline for completion or submission has passed.

# **Withdrawal of expressions of interest**

Suppliers may withdraw their applications at any time, by sending a notice of withdrawal to the Authority. Any such notice should be sent to **ELMTestingandTrials@defra.gov.uk****.**

# **Evaluation and Award**

The evaluation methodology and criteria the Authority will use to evaluate responses are set out in Annex B, Evaluation Criteria.

The Authority intends to award multiple Contracts to various Suppliers that can demonstrate that they meet the policy aims and are economically advantageous. However, it reserves the right not to award a Contract for the Services and to discontinue this Call at any time.

An “Alcatel” standstill period of ten (10) days after the announcement of the Preferred Supplier will be built into the timescales. At this stage, all those who have expressed interest in bidding for the competition will be contacted and advised of the outcome.

# **Feedback**

The Authority will be as open as possible with Suppliers throughout this Call. The Authority is committed to utilise feedback from Suppliers to provide continuous improvement in future competitions.

# **Important notices**

A.1 GENERAL This Call is being supplied on the basis outlined below.

A.2 LAW The laws of England shall apply to this Call, any Supplier and the Contract generally.

 A.3 LANGUAGE All information and communication concerning the Contract and the related procurement shall be in English.

 A.4 RELIANCE OF INFORMATION The information in this document has been provided in good faith. It is intended only as an explanation of the Authority’s requirements and is not intended to form the basis of a Supplier’s decision on whether to enter into any contractual relationship with the Authority.

The information provided does not purport to be all-inclusive, nor to contain all the information that Suppliers may require. Suppliers and their advisers must take their own steps to verify any information which they use and must make an independent assessment of the opportunity described in this Call after making such investigation and taking such professional advice as they deem necessary.

None of the Authority; its directors, officers, employees, agents or advisers makes any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information set out in the Call. Suppliers considering entering into a contractual relationship with the Authority should make their own enquiries and investigations of the Authority’s requirements.

Neither the Authority nor its professional advisers shall be liable for any loss or damage arising as a result of reliance on the information.

 A.5 FREEDOM OF INFORMATION The Authority is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000 (the "Act"). Accordingly, all information submitted to the Authority may need to be disclosed by the Authority in response to a request under the Act.

The Authority may also decide to include certain information in the publication scheme which it maintains under the Act. If Suppliers consider that any of the information to be included in their proposals is commercially sensitive, this should be clearly indicated in their responses. An explanation (in broad terms) as to what harm may result from disclosure if a request is received should also be provided, along with the time period applicable to that sensitivity.

Suppliers should be aware that, even where they indicate that information is commercially sensitive, the Authority may nonetheless be required to disclose it under the Act, if a request is received.

Please also note that the receipt of any material marked 'confidential' or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

If a request is received, the Authority may also be required to disclose details of unsuccessful responses.

 A.6 PUBLICITY Suppliers must obtain written approval from the Authority before any disclosures are made to the press or in any other public domain regarding the Contract and this Call.

No Supplier shall undertake any publicity activities with any part of the media in relation to this Call without the express permission in writing of the Authority, including agreement on the format and content of any publicity.

A.7 COPYRIGHT This Call is the copyright of the Authority. Suppliers shall not reproduce any of the Call in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Authority, other than for use strictly for the purpose of preparing their responses.

This Call and any document at any time issued as supplemental to it are and shall remain the property of the Authority and must be returned or destroyed upon demand.

 A.8 CONFIDENTIALITY Any information provided by the Authority within this Call document set, or in subsequent answers to clarification questions from Suppliers, is made available on condition that it is treated as confidential (except where it is already in the public domain). Suppliers must not disclose any information supplied as part of this competition process to any third party, member of staff or advisor, unless such person needs to receive the relevant information for the purposes of enabling a response to any Call document.

 A.9 COSTS OF BIDDING Suppliers will be responsible for obtaining all information necessary for the preparation of their responses. In addition, Suppliers will bear all costs, expenses and liabilities incurred in connection with the preparation of such responses and all further participation in the procurement process, regardless of whether such costs arise as a consequence, direct or indirect, of any amendments made to this Call by the Authority at any time.

The Authority reserves the right not to proceed with the Call at any stage during the competition process and shall not, in the event of discontinuance (whatever the cause) be liable for any costs incurred, directly or indirectly, by Suppliers.

 A.10 NON-CANVASSING & NON-COLLUSION Any Supplier who, in connection with the Contract and the associated competition process:

* Offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority or in connection with the Contract;
* Canvasses any of the persons referred to in above in connection with the Contract;
* Does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916;
* Contacts any officer or adviser of the Authority about any aspect of the Contract, except as authorised by this Call including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Supplier of such officer for the purpose of the Contract or for soliciting information in connection with the Contract, will be disqualified from any further involvement in the Contract. This is without prejudice to any other remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Supplier may attract.

 A.12 CONFLICTS OF INTEREST Suppliers should advise the Authority as soon as practicable in the event of a conflict of interest arising in respect of this competition. In such circumstances, the Authority may require further information from the relevant Suppliers but reserves the right to disqualify that Supplier from further involvement in the Contract and the associated procurement process.

 A.13 TUPE The Authority’s view is that TUPE will not apply to the Services provided under this Contract. Suppliers are expected to take their own advice on this area.