

Invitation to Tender

(Open Procedure – PCR2015)

UK Seafood Fund – Science & Innovation Pillar - Fisheries Industry Science Partnerships (FISP) Round 4

Full Project Proposal 'Part B'

Tender Reference: 37318

December 2022



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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	Invitation to Tender Particulars and Conditions of	For Information	
	Response		
	Glossary		
	General		
	Proposed Timetable		
	Completion of Response		
	Government Policy in Relation to Transparency		
2	Specification of Requirements FISP "Part B"	For Information	
3	Evaluation	For Information	
	Scoring Matrix		
	Selection Stage		
	Tender Evaluation and Award Stage		
	Technical Envelope	For Completion on Bravo	
	Pricing Schedule	For Completion on Bravo	

Appendix	Contents	Action	
Α	Evidence Priorities for UK Governments For Information		
В	Form of Tender	Print, Sign, Scan and Upload to Bravo	
С	Authority's Conditions of Contract	For information	
D	Key Performance Indicators (KPIs) For Information		
E Legislative Framework For Information		For Information	
F	Project Progress Report Template	For Information	
G	Proposed Project Cost Breakdown (Separate Document – Excel Spreadsheet)	t Complete and upload to Bravo	

SECTION 1: ITT PARTICULARS

1. GLOSSARY

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

TERM	MEANING			
"Authority"	means the Department for Environment, Food and Rural Affairs acting as part of the Crown.			
"Bravo"	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk			
"Contract"	means the contract (set out in Appendix C) to be entered into by the Authority and the successful Tenderer.			
"EIR"	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.			
"FISP"	means the Fisheries Industry Science Partnerships			
"FOIA"	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.			
"High Value Contracts"	where the amount of funding requested in either project year is between £150,000 and £500,000.			
"Information" means the information contained in the ITT or sent with it, a				
	information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the			
	[insert name of lot] procurement.			
"the ITT"	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.			
"Low Value Contracts"	where the amount of funding requested in either project year does			
"MEDIN"	means the partnership of UK organisations committed to improving access to UK marine data [MEDIN – Marine Environmental Data and Information Network]			
"Pricing Schedule"	means the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.			
"Regulations"	means the Public Contracts Regulations 2015.			
"Response"	means the information submitted in response to the ITT via online response forms on Bravo including the Tenderer's formation.			

"A Research Organisation"	this definition includes: a. Those organisations listed on the UKRI's list of approved research organisations b. Other organisations who are not within the above list that can demonstrate the capability requirements in section 2 of the specification of requirements.		
"A Sole Trader Who Owns or Operates a UK Fishing Boat"	means a sole trader engaged in commercial fishing in UK waters who owns or operates a fishing boat that is registered in the United Kingdom under Part 2 of the Merchant Shipping Act 1995, and whose entry in the register specifies a port in the UK as the port to which to boat is treated as belonging.		
"An Organisation or Business Engaged Within Commercial or Recreational Fishing, Processing or Marine Aquaculture in the UK"	this definition includes: a. A producer organisation, inter-branch organisation, cooperative, public or semi-public organisation; b. An aquaculture business or organisation; c. An organisation of fishers involved in production, processing, marketing, distribution or commercial retail of fisheries and aquaculture products; d. A non-governmental organisation; e. Micro, small and medium-sized businesses; f. A commercial sea fishing business or organisation which owns or operates a fishing boat that is registered in the United Kingdom under Part 2 of the Merchant Shipping Act 1995, and whose entry in the register specifies a port in the UK as the port to which this boat is treated as belonging. g. A representative organisation or trade association h. A commercial inland fishing business or organisation which has either: (i) A valid and in date commercial fishing license with the Environment Agency, DAERA or Natural Resources Wales OR (ii) Written permission from the relevant private landowner and/or owner of the fishing rights in Scotland		

"Specification of	means the Authority's requirements as set out in section 2 of the
Requirements"	ITT.
	means the formal offer to provide the goods or services described
"Tender"	in section 1.1 of Part 1 of the ITT and comprising the responses to
	the questions in Bravo and the Pricing Schedule.
"Tenderer"	means anyone responding to the ITT and, where the context
renderer	requires, includes a potential tenderer.
"Timetable"	means the procurement timetable set out in Part 3 of Section 1 of
Tilletable	the ITT.

- 1.2 References to a "Section" and to an "Appendix" are references to a section and to an appendix in the ITT.
- 1.3 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 reenacted.

2. GENERAL

- 2.1 The Authority is looking for Tenderers to undertake research, data collection and analysis aimed at improving the knowledge of fisheries and aquaculture and their interaction with the marine environment and other marine species to support sustainable fisheries management. Tenderers must demonstrate how proposed research and data collection will support at least one the Fisheries Act Objectives identified in the technical envelope in Section 3 of this ITT. Higher scores will be considered for those projects which most closely align to these objectives. This includes data collection to support the development and implementation of Fisheries Management Plans and research to support the development of fisheries management measures which contribute towards delivery of the Sustainability, Precautionary, Ecosystem Bycatch, and Climate Change Objectives. The data to be collected and subsequent analysis will be determined by the fishing industry in collaboration with an appropriate scientific Research Organisation.
- 2.2 Defra will require data to be collected in established ways, as set out in the appropriate MEDIN data collection standards (MEDIN Marine Environmental Data and Information Network), and to be openly published by uploading to the appropriate MEDIN data archive centre in addition to a published scientific report that sets out the data collected, the methodology used and analysis of that data.
- 2.3 A key objective of FISP is to foster collaboration in science within the UK seafood industry, so it is essential that all proposals involve EITHER a UK Fisher OR an Organisation or Business Engaged Within Commercial or Recreational Fishing, Processing or Marine Aquaculture in the UK. For further information on participation requirements, see section 5 of the Specification of Requirements below.

- 2.4 The tender is divided into four Lots as described below. Tenderers may submit multiple applications for contracts under more than one of the Lots, as applicable:
 - Lot 1 Fisheries Data Collection
 - Lot 2 Mixed Fisheries, Selectivity and the environmental impacts of fishing
 - Lot 3 Environmental Impacts of Aquaculture
 - Lot 4 Other Impacts on Fisheries and Adaptations
- 2.5 The authority is of the opinion that the proposed contracts may involve research and development services to which Regulation 14 (of the Regulations) does **not** apply, and that, on further examination at a later stage, these contracts may therefore be considered exempt from the Regulations. Given the novel nature of the requirement, and in order to maximise participation, this procurement is being carried out in accordance with the open procedure as set out in the Regulations, but the Authority reserves the right to depart from or modify this process for future procurement rounds if required in order to reflect the nature of the services and/or grant making and achieve the objectives of FISP.
- 2.6 The Authority is using Bravo for this procurement. 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.
- 2.7 Tenderers are required to submit their Response in accordance with the instructions set out in Bravo and the ITT.
- 2.8 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.
- 2.9 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.
- 2.10 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 44.14.
- 2.11 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.
- 2.12 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.
- 2.13 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.

- 2.14 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.
- A project that plans to conduct research outside of UK waters must have the appropriate permissions by the governing authorities before applying. If this is applicable to your application, evidence should be submitted under the appropriate question in the qualification envelope.

3 PROPOSED TIMETABLE

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

Publish the Contract Notice and the ITT on	6 December 2022
Bravo, Contracts Finder and Find a Tender	
Service	
Deadline for Clarification Questions from	10 January 2023
Tenderers	
Deadline for Clarification Answers from the	12 January 2023
Contracting Authority via Bravo	
Deadline for Tender Responses	19 January 2023 (12:00 noon)
Tender Evaluation	20 January 2023 to March 2023
Contract Award Notification	March 2023
Standstill Period	March 2023
Contract Exchange and signature	March/April 2023
Contract Start Date	April 2023 (exact date will be
	provided when contracts are
	issued). All contracts must
	complete by the end of March
	2025.

4 COMPLETION OF RESPONSE

- 4.1 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 C or in such amended form as may be agreed in writing by the Authority.
- 4.2 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.
- 4.3 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

- 4.4 Tenderers must complete all parts of the response form in Bravo in accordance with the instructions therein.
- 4.5 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.
- 4.6 The Response and any documents accompanying it must be in English.
- 4.7 Prices must be submitted in £ Sterling, exclusive of VAT.
- 4.8 Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
- 4.9 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.
- 4.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 4.11 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.
- 4.12 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.

4.13 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

- 4.14 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.
- 4.15 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.
- 4.16 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.

4.17 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

- 4.18 Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.
- 4.19 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

- 4.20 Responses must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Tender 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.
- 4.21 If a Tenderer experiences problem when uploading its Response, it should contact the Bravo helpdesk for assistance on 0800 0698630 and inform the Authority.

Acceptance of Tenders

4.22 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 any Contracts.

Costs of Responding

4.23 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 except in the case where the Authority supports development of a bid through Part A.

Clarifications sought by the Authority

- 4.24 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.
- 4.25 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

- 4.26 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.
- 4.27 Tenderers may disclose information relating to the procurement to their advisers and subcontractors 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.
- 4.28 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.
- 4.29 All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. 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.
- 4.30 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:

- 4.31 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.
- 4.32 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.
- 4.33 Subject to clauses 4.34, 4.35 to 4.39 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.
- 4.34 The Authority may use third parties during 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 4.29, 4.30 and 4.35 to 4.39.

Freedom of Information and Environmental Information Regulations

- 4.35 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.
- 4.36 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:

- 1.0 clearly identify any information provided as confidential or commercially sensitive:
- 2.0 explain the potential implications of disclosure of such information; and
- 3.0 provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 4.37 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.
- 4.38 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 4.29 and 4.30). 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.
- 4.39 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

- 4.40 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.
- 4.41 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 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.
- 4.42 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

- 4.43 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.
- 4.44 The Tenderer shall not contact 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

- 4.45 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.
- 4.46 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.
- 4.47 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

- 4.48 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

- 4.49 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 Tender Response should be given in respect of the Lead Partner.
- 4.50 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

- 4.51 All tenders relating to this ITT must be a consortia application and the Tenderers must provide the following information (you will provide this when populating the qualification envelope, a mandatory part of the tendering process):
 - names of all consortium members;
 - the Lead Partner of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created)
- 4.52 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.
- 4.53 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.
- 4.54 Tenders will be rejected where the participation requirements in section 5 of the Specification of Requirements are not met, and contracts will not be awarded, or may be terminated when changes to the consortium means that, in the opinion of the Authority,

either the participation requirements or at least one of the key FISP lots (see section 3 of the Specification of Requirements) are no longer met.

Pricing

- 4.55 Project costs within your proposal should exclude VAT. Invoices for quarterly milestone payments, however, should include VAT. It is, however, the responsibility of the Tenderer to understand and adhere to your organisation's VAT requirements and regulations. If necessary, Tenderers should seek independent legal advice for confirmation.
- 4.56 The Contract is to be awarded as a fixed price, with which will be paid according to the deliverables stated in the Specification of Requirements set out in Section 2.
- 4.57 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.

High and Low Value Contracts

4.58 Both high value and low value contracts are offered through this tender. Low value contracts are where the total amount of funding requested in any project year does not exceed £150,000 and where the minimum total value of funding requested is £50,000. High value contracts are where the total value of funding requested in either project year is between £150,000 - £500,000. All contracts must complete by the end of March 2025 and therefore the maximum value of a low value contract will be £300,000 and the maximum value of the high value contract will be £1,000,000.

Notification of Award and Standstill

- 4.59 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.
- 4.60 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

- 4.61 This procurement is divided into 4 Lots, which are set out in detail in the Specification of Requirements. Tenders may be made for one or more lots.
- 4.62 Tenderers must make clear which Lots they are bidding for. Each Lot will be evaluated separately in accordance with the details set out in the evaluation model (Section 3).
- 4.63 In accordance with the evaluation model for each Lot, tenderers that score less than 50% of the maximum possible score of the overarching technical questions (E03 to E07) as set out in the Technical Envelope below will not be considered for contract. Tenders for high value contracts (where the total value of funding requested in either project year is between £150,000 and £500,000) must also satisfy an additional requirement to achieve a minimum weighted score across all technical questions of 70%. Proposals will be ranked and the highest scoring proposals will be considered for contract award.

There are no limits to the number of bids Tenderers may submit or number of lots in which any one Tenderer can be awarded a Contract. If a Tenderer is successful in more than one bid or in multiple lots within in a single bid, the Authority may enter into a single Contract for all tenders and lots awarded to the Tenderer or may enter into multiple contracts for separate tenders awarded to the Tenderer under each successful bid.

TUPE

- Tenderers should determine whether they believe the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies to this procurement. Notwithstanding this, Tenderers will note that it is the Authority's view that TUPE is not likely to apply if this procurement results in a contract being awarded, although the Authority is not liable for this opinion. The Authority will wish to satisfy itself that Responses are responsibly calculated and take full account of any likely TUPE obligations.
- 4.66 If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the deadline for Responses.

5 GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

5.1 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.

SECTION 2: SPECIFICATION OF REQUIREMENTS

This Specification of Requirements is to outline the opportunity for the Fisheries Industry Science Partnerships (FISP) Part B – Full Contract Proposals, delivered via an open contract procurement by the Authority and met by Contractors.

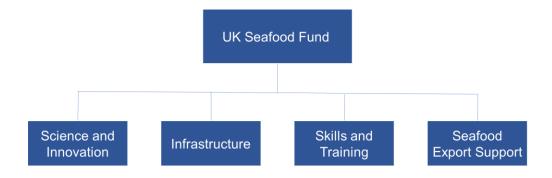
Fisheries Industry Science Partnership (FISP) 'Part B' Full Project Proposals

1 Background

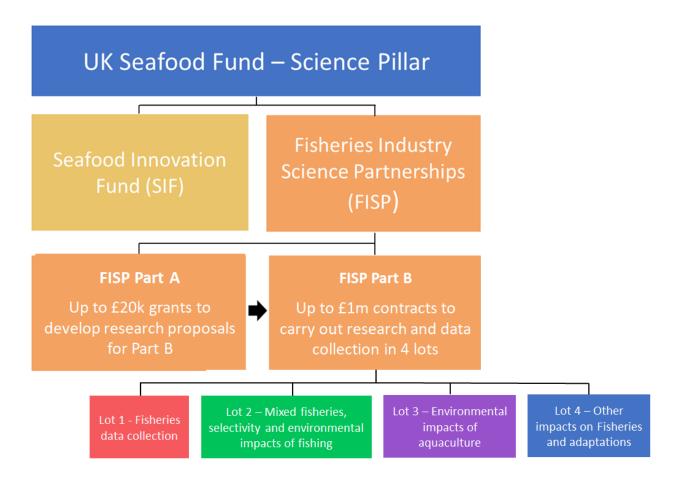
1.1 This ITT is seeking tenders for the Fisheries Industry Science Partnership (FISP) Part B – Full Project Proposals.

1.2 UK Seafood Fund

- 1.2.1 On 24th December 2020, the then Prime Minister announced a £100 million UK Seafood Fund to support the long-term sustainability of the UK fishing sector. The objectives of the Fund are to support the UK fisheries and seafood sector to rejuvenate, reform and modernise whilst seizing on opportunities to level up and bring economic growth to coastal communities, strengthen the Union and take full advantage of the additional quota secured through EU Exit negotiations.
- 1.2.2 While fisheries management is a devolved matter, the UK seafood supply chain is a complex amalgamation of inter-dependent sectors which cut across national boundaries. Future success is dependent on building connectivity across the UK supply chain to drive efficiencies and improve effectiveness; and this requires national investment. The £100 million will therefore be delivered UK-wide, in recognition that fishers throughout the UK hold opportunities and challenges in common and the UK Government is committed to ensuring positive outcomes for fishers across the UK, whether in Cornwall or Peterhead.
- 1.2.3 The UK Seafood Fund is divided into four components
 - 1. Science and Innovation
 - 2. Infrastructure
 - 3. Skills and Training
 - 4. Seafood Exports Support



- 1.2.4 The objective is to achieve a world class fishing industry by increasing and maximising value added in an environmentally sustainable way, reflecting the long-term needs of the sector.
- 1.2.5 Each pillar of funding supports the Government's plans for growth to Build Back Better set out by the Chancellor of the Exchequer <u>Build Back Better our plan for growth (publishing.service.gov.uk)</u>
- 1.2.6 The Science and Innovation pillar consists of two strands that award either grants or contracts to eligible applicants including the fishing and seafood industry and research organisations. One of these strands is the <u>Seafood Innovation Fund (SIF)</u>, a research and development (R&D) fund that launched in July 2019 to provide funds for innovative ideas or solutions to develop new technologies relevant to the fishing and seafood sector.
- 1.2.7 The other strand is the Fisheries Industry Science Partnerships (FISP) scheme. FISP is designed to support collaborative science projects between the UK fishing/seafood industry and Research Organisations using established methodologies. FISP is being delivered by the Department for Environment, Food and Rural Affairs (Defra) and has two funding elements:
 - FISP, 'Part A' Research Proposal Development. A scheme awarding grants to the fishing/seafood industry and scientific research organisations who are intent on forming an industry and scientific collaboration to explore and develop a research proposal. FISP Part A is now closed.
 - FISP, 'Part B' Full Project Proposals. A procurement to award contracts to the fishing/seafood industry and scientific research organisations that can demonstrate the ability to deliver collaborative scientific research, data collection and analysis. (Offered through this ITT).



1.2.8 This Specification is solely for the FISP 'Part B' Full Project Proposals.

- 1.2.9 The purpose of FISP Part B is to procure research in order to collect data that improves the knowledge of UK fisheries and aquaculture and their interaction with the marine environment and other marine species to support sustainable fisheries management. Tenderers must demonstrate how research supports at least one of the Fisheries Act Objectives identified in the technical envelope in Section 3 of this ITT. This can include data collection to support the development of Fisheries Management Plans and research to support the development of fisheries management measures which contribute towards the Precautionary, Sustainability, Ecosystem, Bycatch, and Climate Change objectives. The data to be collected and subsequent analysis will be proposed by the UK fishing/seafood industry in collaboration with an appropriate research organisation.
- 1.2.10. The Authority will require data to be collected in established ways, as set out in the appropriate MEDIN data collection standards (MEDIN Marine Environmental Data and Information Network). The Authority will also require data to be openly published by uploading to the appropriate MEDIN data archive centre and by requiring contractors to publish a scientific report that sets out the data collected, the methodology used and analysis of that data.
- 1.2.11 The tender is divided into four Lots as described below, Tenderers may bid for contracts under one or more of the following Lots, as applicable.
- Lot 1 Fisheries Data Collection
- Lot 2 Mixed Fisheries, Selectivity and the Environmental Impacts of Fishing

Lot 3 Environmental Impacts of Aquaculture

Lot 4 Other Impacts on Fisheries and Adaptations

Further information on these Lots and the requirements can be found in Section 3 of this Specification.

- 1.2.12 The data collection proposed should not duplicate data collection already undertaken under the Data Collection Framework or duplicate any other existing published and peer-reviewed research, or any other ongoing research where the tenderer could reasonably have been expected to have knowledge of this ongoing research. Bids may be rejected where any of these criteria are met. Duplication checks will be undertaken.
- 1.2.13 Bids will be rejected if a proposal duplicates funding already in place via another procurement contract or grant for the same research.

2 FISP: Aims & Objectives

- 2.1 The aim of this Specification is to set out the Authority's requirements. The responses to the tender will be evaluated to assess the bidder's abilities, plus the types of technical activities, processes and skills that may be required to be performed by the appointed Contractor to deliver the proposed research providing the required technical support to the Authority's Marine and Fisheries team. Please refer to the evaluation guidance.
- 2.2 The objectives of FISP are to:
 - a. Increase UK fishers' confidence in fisheries science and management through co-design and participation in science.
 - b. Improve the data collection for a range of data limited species of importance to UK fishers improving their sustainable management and credentials.
 - c. Enhance knowledge of technical measures to reduce the environmental impacts of fishing, such as increasing fishing gear selectivity, reducing unwanted bycatches, re-building depleted stocks, and reducing seabed impacts.
 - d. Increased confidence and validation in the supply chain of the sustainability of UK seafood production.
 - e. Enhance knowledge of the environmental impacts, and ecosystem benefits, of Aquaculture.
- 2.3 Across financial years 2021/22, 2022/23, 2023/24 and 2024/25 we intend to provide approximately £10 million funding through the FISP scheme. Depending on the level of demand and the quality of bids, The Authority reserves the right to vary the number of projects awarded in each financial year including deciding not to fund any further projects.
- 2.4 FISP Part B will be delivered in four procurement rounds in 2021/22 and 2022/23 to provide regular opportunities for fully developed project proposals to be submitted. This ITT issued by the Authority is for the fourth and final procurement round. The Authority will be responsible for contract managing projects and will collate and review key milestone reporting prior to any payments made throughout the duration of the project. All projects must complete by the end of March 2025.

3 Introduction to FISP, 'Part B' – Full Project Proposals

- 3.1 The FISP, 'Part B' Full Project Proposals will deliver research using established methodologies to gather data to inform fisheries management.
- 3.2 It will support collaborative scientific projects between the fishing/seafood industry and scientific research organisations to data collection and research under one or more of the four Lots.
- 3.3 FISP will focus on improving data collection relevant to marine fisheries, which includes recreational fisheries, shellfish and migratory species. Commercial inland fisheries are also eligible for funding. Aquaculture is only eligible for funding under Lot 3. Only research and data collection projects on Marine aquaculture are eligible for funding.
- 3.4 The budget range for low value contracts is set to between £50,000 to £300,000 and for high value contracts between £151,000 and £1,000,000 (£) for projects offered through this ITT. Bids for low value contracts (where the amount of funding requested in either project year also does not exceed £150,000) and high value contracts (where the amount of funding requested in either project year is between £150,000 and £500,000) will have different pass marks for some elements of the technical assessment; these are highlighted in the technical envelope in Section 3 of this document. The amount of funding allocated between high and low value contracts will depend on the number and quality of bids submitted under each opportunity. **Tenderers should note** that any Tender that exceeds this budget range will be rejected outright as being non-compliant.
- 3.5 Contracts will start following contract exchange, signature and acceptance on Bravo (exact date will be provided when contracts are issued).
- 3.6 FISP, Part B Full Project Proposals will be awarded through contract procurement. This round and any further subsequent calls for proposals may have refined criteria.
- 3.7 All FISP projects should be genuine partnerships between research organisations and the fishing and seafood industry. It is anticipated that fishing and seafood industry partners will receive a substantive proportion of the funds available under each project and that fishing partners and contributions will be at the centre of proposals. This will form a key part of the assessment process for bids as outlined in technical envelope in Section 3.
- 3.8 The FISP 'Part B' Full Project Proposals will focus on funding projects in the following broad areas:

3.8.1 Fisheries data collection (Lot 1):

Enhanced data collection is required to ensure UK fisheries policy, management and negotiation decisions are based on the latest and best possible science and evidence. There are challenges around implementing the sustainable management of stocks; some of these are data--limited stocks and species which have complex life-histories that affect our ability to assess their status.

Contracts awarded under this Lot will be expected to address key data and knowledge gaps to develop monitoring, assessment and management approaches, particularly for data-limited stocks. These aspects form a key component of the Fisheries Management Plans (FMPs) that will guide our future management of fisheries.

These types of projects would include:

- Stock assessments and understanding life history parameters such as growth and maturity.
- Stock definition and boundaries
- Establishing sustainable harvest limits for data poor stocks, including appropriate metrics.
- Ecological processes such as predator-prey relationships.
- Rates of discards and impact of selectivity measures.

Research and data collection which supports the development of Fisheries Management Plans, and projects on data-limited stocks and non-quota species are particularly encouraged. This includes, but is not limited to, deep sea stocks, cuttlefish, squid, skates, rays, shellfish and other data poor species. Defra set out the timetable for publishing FMPs in the Joint Fisheries Statement and we would welcome proposals that contribute to those plans scheduled for publishing in 2023.

Improved data could lead to increased opportunities for the UK fishing industry and seafood sector by supporting operational flexibility and, by supporting improvements in traceability (tracking seafood supply chains and limiting mislabelling of products by location or species), to demonstrating environmental credentials and provide improved market access.

Proposals that cover research on aquaculture are excluded from this Lot.

3.8.2 Mixed fisheries, selectivity and the environmental impacts of fishing (Lot 2):

UK demersal trawl fisheries tend to catch a mix of commercial species and stocks. Depending on the fishing methods used, this can have a significant negative impact on the marine environment and on the species that live within it. Key challenges remain in exploiting the fishing opportunities from healthy commercial stocks whilst simultaneously protecting vulnerable stocks and other important marine species and habitats.

There is a need to deliver research and data collection on:

- A. Technical measures in selectivity that significantly reduce bycatches whilst maintaining fishing opportunities within advised limits.
- B. The negative impacts of existing fishing activities on the marine environment, including impacts on habitats and marine species which are not commercial fishing stocks, and
- C. Technical measures which significantly reduce the negative impacts of fishing on the marine environment

Contracts awarded under this lot will fund research and data collection on technical measures which aim to address these challenges.

This lot will include studies on the selectivity and environmental impacts of existing gear and on modifications to existing gear (for example, this could include a project which deploys a newly developed technology in an operational fishery to gather data on its real-world performance) but this Lot will **not** fund innovation and technology development projects which look to develop wholly new equipment or gear – projects of this type are considered under the Seafood Innovation Fund. If you

are unsure, please use the clarification questions function on Bravo to find out whether your project would be eligible for the FISP scheme.

This Lot will provide evidence to support decisions on future fisheries management measures and, through involvement of the fishing fleet, help to support widespread uptake of beneficial measures across the fleet. Proposals for projects under this lot should focus on researching and collecting data on:

- Measures, methods and gear which help to reduce discards and bycatch. Tenderers should also consider how data collected can support the development and implementation of a UK catch and discards policy;
- The environmental impacts of existing fishing methods, to support the development of fisheries management measures which contribute towards delivery of the Ecosystem and Climate Change Objectives. For example, this may include research into the impact of fishing activities on habitats such as seabed ecosystems and/or blue carbon stores.
- Measures, methods or gear which help to reduce the negative impacts of fishing practices on the marine environment, to support the development of fisheries management measures which contribute towards the delivery of the Ecosystem and Climate Change Objectives.
- The environmental impacts of marine litter and ghost gear and technical measures to reduce the environmental impact of marine litter and ghost gear.

Improved data could lead to operational improvements in sustainable catching, including reducing discards and will help the industry to better evidence positive environmental practices. Reducing the impact that fishing has on the marine environment and on other marine species will have many benefits, including helping to improve the health of commercial stocks.

This lot will also support projects which improve science communication on mixed fisheries models and outputs because this is a significant barrier to evidence on mixed fisheries being utilised in policy and regulation.

Proposals that cover data collection or research on aquaculture are excluded from this Lot.

3.8.3 Environmental Impacts of Aquaculture (Lot 3):

This area of funding is specifically for research into marine aquaculture. Inland and freshwater aquaculture is not currently eligible for funding.

This area of funding will be focussed on improving our understanding of the ecosystem benefits of marine aquaculture, for example aquaculture as a nature-based solution to ecological contaminants and improving our understanding of how the environmental impacts of existing aquaculture systems can be minimised.

Proposals for funding under this section should focus on research in the following areas:

- Understanding the ecosystem benefits of aquaculture e.g. seaweed, bivalves etc
- Practical proposals of aquaculture as a nature-based solution and the identification of areas that could benefit from this.

- Minimising the environmental impacts of existing aquaculture systems, including escapees; disease & parasite management; recirculation, control and reduction of discharges.
- Ecological impacts and benefits of seaweed farming, offshore aquaculture, and recirculation to generate additional evidence on ecological impacts and benefits.

Improved data and knowledge could lead to increased opportunities for the aquaculture sector by supporting the development of fish farming as a nature-based solution towards sustainable fisheries management. Minimising environmental impacts and increasing our understanding of the ecosystem benefits of aquaculture will increase the accessibility of seafood whilst sustainably using marine resources towards the development of healthy stocks.

3.8.4 Other factors which impact on fishing opportunities and adaptations (Lot 4):

In addition to fishing pressure there are several other factors and activities which may impact fish stocks. This lot focuses on research and data collection to increase our understanding **of these impacts.** This lot will also support research on potential adaptions which could be made to improve fisheries outcomes. Research on social and economic impacts is not in scope.

This lot can include research in the following areas:

- Understanding the ecological impacts from marine renewables installation and operation on fish stocks of commercial importance (e.g. understanding the impact of electromagnetic fields from buried and dynamic cables on commercially important fish and shellfish species; carrying out pre- and post- construction monitoring of commercial fisheries in relation to offshore wind farms – looking at changes in fishing distribution, activity, effort and catch rates)
- Understanding the impacts from marine renewables installation and operation on essential fish habitat for commercially important species
- Understanding how fishing practices can be adapted to support co-location within wind farms or other marine renewable developments.
- Understanding how wind farms and other marine renewable developments can be designed to be inclusive of fishing activities (e.g. turbine spacing and 'fishing corridors')
- Understanding the impacts of climate change (including spatial distribution) on fish stocks of commercial importance
- Understanding the impact of underwater noise generated by marine renewables installation and operation on commercial important fish stocks (e.g. impacts from piling and UXO clearance)
- Understanding the impacts of disease on commercial important fish stocks
- Understanding cumulative ecological impacts on commercial fisheries from offshore renewables, other marine users/activities (including aquaculture) and fishery management measures (e.g. MPAs).

Whilst this Lot can fund commercial trials of existing adaptations, it will **not** fund innovation and technology development projects which look to develop wholly new equipment or gear – projects of this type are considered under the Seafood Innovation Fund.

Improved data and understanding should lead to a better understanding of how non-fishing factors are impacting fish stocks. This data should be able to be incorporated into future iterations of fisheries management plans, leading to more informed future management decisions which will promote long-term sustainability of UK fisheries. Gathering data on, and trailing, adaptations may help the industry to find better ways to co-exist with other marine uses, particularly marine renewables.

Proposals that cover data collection or research on aquaculture are excluded from this Lot.

- 3.9 Tenderers will be expected to place their proposal into one or more of the above Lots by choosing the area(s) that their project focuses on before proceeding with any further steps.
- 3.10 Tenderers will be expected to identify how the research proposed supports the aims of that Lot. Required outputs from all projects are:
 - Quarterly reports on the progress of the project;
 - Final scientific report on project completion;
 - Publication and dissemination of the final report. Details of how the research findings will be disseminated to the wider fishing industry, seafood sector and research community should be detailed in the response.
 - Transfer of data to the appropriate MEDIN data archive centre. This will need to be documented to the Authority within the key milestones.

4 Management of FISP

- 4.1 The overall management of FISP will come under the Marine and Fisheries Funding Governance structure. All aspects of funding will be managed through the Authority's Fisheries Funding Board, with working groups to manage each function that incorporate internal and external specialist experts. As the Governance working groups develop existing working practices, the science pillar will be reviewed and where necessary, modernised, simplified, aligned to the strategic outcomes, and reducing costs where possible.
- 4.2 FISP is being managed by the Authority to comply with procurement requirements within a clear and transparent governance structure. Independent expert evaluators will be appointed to ensure there is no conflict of interest in the evaluation of bids. Evaluators must self-declare any potential or actual conflict of interest.

5 FISP Participants Eligibility

- 5.1 To be eligible to bid for contracts under this scheme, Tenderers must demonstrate that they meet the capability requirements detailed in sub section 7 of this Specification below.
- 5.2 Tenders must include at least one participant from each of the following eligibility criteria categories: A) a Sole trader Who Owns or Operates a UK Fishing Boat **OR** B) An Organisation or Business Engaged Within Commercial or Recreational Fishing, Processing or Marine Aquaculture in the UK **AND** C) a Research Organisation. Please refer to the Glossary above for full descriptions on what these definitions include.

6 Approach

- 6.1 For Part B Full-project proposals outlined in this Specification, FISP in an open procurement conducted in compliance with PCR 2015.
- 6.2 There are no limits to the number of bids a tenderer may submit or number of contracts any one tenderer can be awarded.

7 Capability Requirements

- 7.1 Tenderers shall demonstrate the capability within their consortium/collaboration to deliver fisheries or marine scientific research within at least one of the Lots. Only one member of the consortium (e.g. the research organisation) needs to demonstrate this capability.
- 7.2 Research Organisations not included on the <u>UKRI's list of approved research organisations</u> will need to demonstrate capability to deliver fisheries or marine scientific research that supports management within at least one of the Lots as detailed in section 3 of this Specification.
- 7.3 Evidence of capability will include, but will not be limited to:
 - academic publication history;
 - references from previous contracting parties, for example of working with nature conservation bodies or Inshore Fisheries and Conservation Authorities (IFCAs).
 - evidence of stock assessments or life history parameters for statutory purposes;
 - evidence of participation in the International Council for the Exploration of the Sea (ICES) working group process.
- 7.4 Once these criteria have been satisfied, additional participants may join a collaboration, this may include, for example, but is not be limited to, eNGOs and conservation groups, charities, retailers, offshore wind farm operators, associations or clubs.
- 7.5 Tenderers must be able to demonstrate a collaborative partnership between the UK fishing industry and research organisation. We require a signed written confirmation of the commitment to collaborate between partners to be supplied with the response, and a description of roles and responsibilities of each partner to be included in your response to the technical envelope questions outlined in the technical envelope in section 3 of this ITT. Signed written confirmation should be provided in the form of a Letter of Intent (LOI) or a simple Memorandum of Understanding (MoU).
- 7.6 We expect involvement in FISP to be from a broad range of organisations and sole traders. There will be no limit on the number of partners that can be included in a consortium however each tender will require a lead applicant. The lead applicant must be from one of the categories listed in the eligibility criteria in section 5 of this Specification. That lead partner must be willing to enter into the contract with the Authority and take responsibility for the consortium's legal obligations under the contract.
- 7.7 A tenderer may submit multiple Tenders. Each bid will be assessed on merit.

- 7.8 All Contractors will be required to collect data to the data standards, as set out in Marine Environmental Data and Information Network (MEDIN) <u>HERE</u>. MEDIN provides templates that can be used to provide data to one of the MEDIN Data Archive Centres, which is a required output. The MEDIN data guidelines can be used in two ways:
- 1) As a quality control checklist to ensure all relevant information is being collected and stored with your data or
- 2) As a specified structure to which your data should conform. If a relevant MEDIN data standard does not exist, Tenderers will be required to work with the authority and MEDIN to build a new standard as part of their proposed project. Sufficient time should be built into the project for this.
- 7.9 Each project bid must have an element of in-kind contributions proportionate to the project value (minimum 20% amount). In-kind contributions could include, but not be limited to: fishing industry contribution of time or vessels; research organisation contribution of staff costs; additional NGO or commercial funding; loan of equipment from an organisation.
- 7.10 The in-kind contribution within the project should be detailed and include an explanation as to how the value of the contribution was derived along with confirmation of the contribution from the provider.
- 7.11 In-kind contributions will need to meet the required level against funds requested.

8 Reporting Requirements and Deliverables

- 8.1 The lead applicant will be required to provide quarterly project progress reports at each milestone. Payments will be made following the Authority's acceptance that key outputs are evidenced on the progress reports.
- 8.2 Project progress reports will need to be issued and sent to the required mailbox no later than two weeks after each milestone. The number of progress reports required will depend on the duration of the given project.
- 8.3 A project progress report template will be provided. Please see Appendix F.
- 8.4 Progress reports/deliverables required by Defra will take three forms:
 - Brief quarterly (months 3 and 9 of each project year) reports. Maximum of 2 pages [not including data annex(es)]. This is a limit and not a target.
 - Detailed semi-annual (months 6 and 12 of each project year) reports. Maximum of 5 pages [not including data annex(es)]. This is a limit and not a target.
 - Final scientific report at project end.

8.5 Progress reports must include:

- Quarterly:
 - o a summary of the data collection and research undertaken up to the current point and comparison with the project plan provided as part of the initial bid
 - any unanticipated delays or challenges that were experienced and the impact on the project and milestone (current & future) achievement explained
 - how work will proceed in the next period including any anticipated delays or challenges

- For semi-annual reports, the following must also be included:
 - o lessons learned in conjunction with project partners (to encourage open communication throughout the project)
 - o report against Key Performance Indicators (KPI's) set out in contract
- 8.6 As FISP requires collaboration between scientific/academic organisations and the fishing industry, the Authority will expect projects to report on this relationship within the required reporting.
- 8.7 Final reports must be presented in the format of a scientific report and include methodology used, analysis and project conclusions. These must be openly published and disseminated to the fishing industry, seafood sector and other research organisations. These final reports are also required to be uploaded to the relevant MEDIN Data Archive Centre with the data collected, as per data standards set out on MEDIN.
- 8.8 All progress reports will be reviewed by the Authority within two weeks of receipt and, if they are satisfied the reports meet the tender response commitments, payment will be authorised. Project leads may be called to provide further detail or justify delays/inconsistencies at the Authority's discretion. For high value contracts (where the total value of funding requested in either project year is between £150,000 and £500,000), project leads will be required to meet with the authority to discuss project progress after submission of each progress report and before payments are authorised. Payments will typically be made one month after the end of each quarter. Payments will only be made to the Lead Partner for each project. It is their responsibility to make payments to sub-contractors or other partners.
- 8.9 The Contractor may be required, upon request from the Authority, to join ad-hoc meetings to provide further information and clarification where there is a concern around the delivery of the project.

9 Scientific Quota

- 9.1 FISP cannot approve any requests for scientific quota. You will need to contact the Marine Management Organisation (MMO) to apply for relevant dispensation in England, Marine Scotland for dispensations in Scotland, DAERA for dispensation in Northern Ireland and the Welsh Government for dispensations in Wales. Please find more detail **HERE**.
- 9.2 You will only be able to use scientific quota on a FISP project where dispensation applies to catches which are necessary to complete your research. You will not be able to use the FISP proposal to obtain scientific quota on an unrelated species.

10 Payment

- 10.1 Payments will be made at quarterly milestones following satisfactory completion of the quarterly and final deliverables as detailed in Section 12 of this Specification.
- 10.2. Payment for costs incurred through purchase of equipment will also be paid at quarterly milestones.

11 Meetings and Communications

- 11.1 In addition to the written report, the Authority will be able to request the Consortium members attendance at relevant stakeholder meetings and other events, where they may be required to present to ensure frequent dissemination of progress with the industry, and to provide assurance to the Authority that progress is being maintained. The Contractor may also be required to produce a stakeholder brief update which will then be distributed by IFCAs.
- 11.2 the Contractor may also be required to contribute to other Defra led communication activities to help promote the scheme (e.g. by providing quotes on project progress for press releases) and to provide ad hoc updates on progress in addition to project reporting where necessary.

12 Due Diligence and Performance Monitoring

- 12.1 The Authority will conduct fraud checks, any bids that fail these checks will be rejected.
- 12.2 The Authority reserves the right to amend the existing KPIs or add any new KPIs. Any changes to the KPIs shall be confirmed by way of a Contract Change Note.

13 Travel and Subsistence

13.1 All applicable Travel and Subsistence should be in line with the Authority'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 rates be exceeded, the Authority reserves the right to reimburse only up to the stated rate.

14 Rail Travel

14.1 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.

15 Mileage Allowance

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

16 UK Subsistence

Location	
London (Bed and Breakfast)	£140 per night
Rates for specific cities (Bed and Breakfast)	Key locations- Bristol, Cardiff, Edinburgh, Reading, Truro, Warrington, Weybridge and Weymouth: £100
UK Other (Bed and Breakfast)	£85 per night for all other locations

^{**} Under HMRC rules this expense is taxable.

SECTION 3: EVALUATION

- 1.1 Evaluation of Responses will comprise the stages set out in the table below. More information on the specific assessment criteria for specific sections of a Response detailed in the Technical Envelope below.
- 1.2 Initial Pass/Fail criteria will be used to sift out proposals. If proposals fail at any stage their bid will not proceed to the full assessment stage. Technical questions will be scored in accordance with the scoring methodology and given a final weighted score out of 100%.
- 1.3 Independent assessors will be used to moderate and issue an Award Recommendation prior to the approval of any award decisions by senior Defra officials. The assessors are independent experts with a range of defined skills and specialisms. The Defra Science team will provide assessor training and guidance material on the scoring methodology and will manage conflict of interest declarations when appointing assessors.
- 1.4 Proposals will each be assessed against assessment criteria by a minimum of three independent assessors. Defra economists and independent assessors will assess the Value for Money criteria. The assessors will then meet with Defra Commercial and Science colleagues to moderate all assessment scores. Defra Science will chair the moderation sessions. Award Recommendations will then be made to senior Defra officials.
- 1.5 Duplication checks will be undertaken prior to the technical assessment of bids. The technical assessors also have authorisation by the Authority to raise any concerns about proposals which duplicate existing research. The Authority may at their discretion, reject the bid on this basis regardless of the overall scoring of the application.

Stage	Section Reference	Evaluation Criteria	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	This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements in accordance with the criteria set out in the Bravo Qualification Envelope Questionnaire and Part 1 of this Section 2 below (in respect of economic and financial standing) and technical and professional ability).	Pass/Fail
		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	
Stage 3	Assessment Criteria for Technical Envelope	This stage consists of an evaluation of Tenders in accordance with the criteria set out for each question in the Technical Envelope below and Response form in Bravo.	
		To be considered in the technical evaluation stage, Tenderers must pass the selection stage and all capability criteria, including evidencing a minimum 20% benefit in-kind contribution and fishing industry-research organisation collaboration. These requirements are mandatory. Any bids that do not meet the mandatory requirements will be rejected.	
		The Technical Envelope will be assessed as follows:	
		Project Team Expertise and Capability	15%
		Sustainability, Social and Industry Value	30%
		Approach and Methodology	25%
		Dissemination and Publication	10%
		Value for Money	20%
	Part 1: Capability Evidence (Qualification Envelope Questionnaire)	Failure to provide satisfactory evidence will result in elimination from this Tender Process	Pass/Fail
	Part 2: Grounds for Exclusion (Qualification Envelope Questionnaire)	All sections must be completed. Failure on mandatory eligibility criteria will result in elimination from this Tender Process	Pass/Fail

	Part 3: Economic and Financial Standing (Qualification Envelope Questionnaire)	Financial information is assessed to determine the economic and financial standing of the organisation. A 'Fail' will result in elimination from this Tender Process.	Pass/Fail
	Part 4: General Declarations (Qualification Envelope Questionnaire)	Failure on mandatory criteria will result in elimination from this Tender Process.	Pass/Fail
	Part 5: Conflict of Interest (Qualification Envelope Questionnaire)	The identification of an actual/ potential conflict of interest will be assessed to determine whether it will result in elimination from this Tender Process.	Pass/Fail
Stage 4	Award	A Response which passes stages 1 and 2 will proceed to the evaluation of Tenders in accordance with stage 3. The overall final weighted score is made up of Stage 3 – Assessment Criteria worth 100% of the total scored evaluation. Proposals that score less than 50% per the assessment criteria set in Stage 3 above will not be considered for contract. High value contracts (where the total value of funding requested in either project year is between £150,000 and £500,000) will also need to achieve a minimum overall weighted score of 70% across all technical questions and score a minimum of 50% on identified sub questions under E03 and E04 to be considered for funding – please see below for more detail. Proposals will be ranked and the highest scoring proposals will be considered for contract award.	100%

2 SCORING METHODOLOGY

2.1 Technical questions will be initially scored out of 100 and given a final weighted score out of 100% against the weightings set out in the assessment criteria in the technical envelope.

Score	Justification			
For a score of hundred (100):	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.			
For a score of seventy (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 fifty (50):	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.			
For a score of twenty (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 zero (0):	Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.			

3 SELECTION STAGE (STAGE 2)

3.1 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 outlined above.

Financial standing (Pass/Fail)

- 3.2 The Authority will review the economic information provided in the Qualification Envelope of Bravo to assess/evaluate your organisation's financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator.
- 3.3 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.
- 3.4 The Authority may reject a Tenderer which is unable to offer a commitment to provide a parent company guarantee or performance bond.
- 3.5 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.
- 3.6 The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure.
- 3.7 **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.
- 3.8 The Authority will also consider annual turnover. For this procurement, the Authority expects the Lead Partner to have an annual turnover for **each** of its last two financial years of at least half of the contract value GBP.
- 3.9 **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.
- 3.10 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.

Technical and Professional Ability (pass/fail)

- 3.11 Responses will be rejected as having failed this requirement where:
 - Capability requirements, as detailed under section 7 of the Specification of Requirements have not been met by either party in the proposed collaboration. Only one party in the proposed collaboration (e.g. the research organisation) needs to be able to meet the full requirements.
 - Where the research organisation is not listed on the UKRI list of approved research organisation and there is no demonstration of a proven track record of delivering fisheries or marine science that supports management. Evidence of this can include but not be limited to academic publication history; references from previous contracting parties for example of working with nature conservation bodies or IFCA's,

evidence of stock assessments or life history parameters for statutory purposes; participation in the ICES process. You will need to attach the required evidence to Bravo.

 A written and signed confirmation of commitment between the consortium of partners must be provided. A Written confirmation of commitment from other partners is also required where the project significantly relies on their resources. You will need to attach the required evidence to Bravo.

4 TENDER EVALUATION AND AWARD STAGE (STAGES 3 and 4)

- 4.1 To proceed to the technical evaluation stage, Tenderers must pass the selection stage and all capability criteria, including evidence of a minimum 20% benefit-in-kind and fishing industry-research organisation collaboration.
- 4.2 The first technical question is a pass/fail question. Failure to pass that question will result in your tender being excluded, and it will not be considered further. Each scoring question in the technical evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. The weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form.
- 4.3 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.
- 4.4 The total quality scores awarded will form 100% of the final score.
- 4.5 Where the procurement is divided into lots, the Authority will evaluate each lot separately. A Tenderer response may cover more than one lot. Defra reserves the right to award one Contract per lot or one Contract to cover multiple lots. Contracts will be awarded in ranked order following the scoring and evaluation criteria detailed in this ITT. Where proposal values exceed the Defra budget, funding will be awarded in ranked order until the budget is spent.

5 TECHNICAL ENVELOPE

- 5.1 The assessment criteria below refer to the fourth round of competed Part B funding only.
- 5.2 Bids that score less than 50% of the maximum possible score in any of the following technical questions will not be considered for funding:
 - E03 Project Team Expertise and Capability
 - E04 Sustainability, Social and Industry Value
 - E05 Approach and Methodology
 - E06 Dissemination and Publication
 - **E07** Value for Money

- 5.3 For high value projects (where the total value of funding requested in either project year is between £150,000 and £500,000) will also need to achieve a minimum weighted score of 70% across all technical questions and score a minimum of 50% on identified sub questions under E03 and EO4 to be considered for funding please see below for more detail.
- 5.4 Different persons may be responsible for evaluating different responses to questions in a response. 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.

Non-Weighted Technical Questions

Non-Weighted Technical Questions	
E01 Research Area	Pass / Fail

Please indicate which FISP Part B lot your research proposal falls under and demonstrate how the project aligns to this lot.

This question is a Pass/Fail question. You will not progress to the assessment stage if the response fails to demonstrate alignment to at least one of the FISP Part B lots.

Please also indicate whether you are applying for a low value contract (where the amount of funding requested in either project year does not exceed £150,000 and where the minimum total value of contract is £50,000) or a high value contract (where the amount of funding requested in either project year is between £150,000 and £500,000).

E02 Summary Description For information only

Please provide a brief (plain English) summary of your proposal. If successful, this will be used in future communications and promotional material (including spending announcements) on the scheme. **This question is not scored**.

Please use the following sub-headings to structure the summary:

- Project Aims
- Action (what you will do and the methodologies you will use)
- Expected Outcome (benefits of project)

Responses should be **no more than 250 words** with a font size of 11.

Do not include any links in your response.

Weighted Technical Questions (Weighting 100%)

E03 Project Team Expertise and Capability Weighting: 15%

The questions being assessed under this section are in bold. Other text only serves to guide responses and provide information on the Authority's expectations:

Please provide a list of your project team detailing all proposed key members, including industry partners, that will be involved in completing the contract in the proposed timescale.

Please outline the respective roles of all project members and their responsibilities. Please include description of the nature of your industry/science collaboration and describe the level of commitment for each partner. Industry participation is a core component of the FISP scheme and therefore higher scores will be considered for projects which can provide evidence that industry partner(s) have been closely involved in project design, and evidence that industry partner(s) will be closely involved in project delivery. For proposals for high value projects (where total value of funding requested in either project year is between £150,000 and £500,000 per year) you must achieve a minimum score of 50% on this sub question to be considered for funding.

Please describe each team member's skills and expertise and demonstrate how these skills and expertise link to project delivery and quality.

We would expect responses to cover the following:

- Demonstration that the skills and experience of team members reflect the proposed areas of research and are necessary to deliver the proposed project to time and to quality. This will include providing relevant evidence to support this (e.g., previous projects, academic papers, and industry experience).
- A clear description of team member's roles, including a description of how you have ensured that there has been genuine collaboration between the seafood industry and research organisation(s) in the design of the project, and how you will ensure that there is also genuine collaboration in delivery of the project. Higher scores will be considered for projects which closely involve industry partners in all relevant elements of project design/delivery, and projects which fully utilise industry partner(s) skills, knowledge and experience.
- Details of the time allocated to each team member to fulfil their specified role(s) within the project. Higher scores will be considered where you can show how this time commitment is allocated across individual milestones. Please also include the overall % of involvement from each organisation
- Identification of any additional organisations or individuals, not already part of your consortia, who may be key in supporting delivery of the project and realisation of benefits, and a description of plans to involve them in the project

Please provide details of key equipment and non-staff resource required in the delivery of the project (do not include costs) and who will provide this.

We would expect information on the following:

- Identification of non-staff resources including, but not limited to, boat time, equipment availability, datasets to deliver the project.
- Evidence of access to the necessary equipment or data required for delivering the project e.g. access to vessels or previous data collected.

Responses should be **no more than 2 A4 pages** with a font size of 11.

Any annexes included within the response can be provided in addition to the page limit. Figures (e.g. graphs and charts) can be provided in addition to the page limit

E04 Sustainability, Social and Industry Value Weighting: 30%

The questions being assessed under this section are in bold, all other text only serves to guide responses and provide information on the Authority's expectations:

Please detail how your project supports at least one of the following objectives within the Fisheries Act 2020: the sustainability objective, the ecosystem objective, the bycatch objective, the precautionary objective and the climate change objective. More information on the Fisheries Act objectives can be found here.

We would also expect responses to cover the following:

- Which scientific gaps this research will fill
- How the proposed data collection and research links to fisheries or aquaculture policy and decisions on management measures and regulation, and by extension, how the project might affect change (e.g. by reducing the impact of fishing on the marine environment or by enabling the industry to become more sustainable). Annex A provides a government perspective on research gaps which are most important for policy development.

Scoring will reflect the project's alignment with the above Fisheries Act objectives and the broader principles laid out in the Fisheries Act and Fisheries White Paper. Tenderers will be expected to have made all practical efforts to align with these documents.

Tenderers are invited to review the Lot descriptions (section 2 - Specification of Requirements) for more guidance on eligible and particularly encouraged research.

Please detail the how your project will benefit the UK seafood industry. Your answer should detail the industries or communities that could benefit from your project, how they will benefit, and the geographic area impacted by any potential findings. For proposals for high value contracts (where the total value of funding requested in either project year is between £150,000 and £500,000) you must achieve a minimum score of 50% on this sub question to be considered for funding.

We would expect information on the following:

- Identification of which segments of the industry will benefit and whether the project provides national benefits and benefits to the wider UK seafood industry, including for multiple UK regions or sectors.
- Whether the project will fill current scientific gaps of importance to the industry and how the research might support widespread change in either fishing or aquaculture practices

Scoring will reflect the level of benefits. This will include consideration of the size of the part of the industry that benefits, the degree to which that part of the industry benefits and the geographic extent of benefits.

High scores will also be considered for projects which can evidence existing industry need for proposed research and where deep industry engagement in the development of the bid can be evidenced.

Please detail how your project will benefit the local community and economy. This may include, but is not limited to, supporting regional suppliers, hiring locally, and promoting locally produced items.

Scoring will reflect the level of local benefits.

Responses should be **no more than 3 A4 pages** with a font size of 11.

Any annexes included within the response can be provided in addition to the page limit. Figures (e.g. graphs and charts) can be provided in addition to the page limit

E05 Approach and Methodology

Weighting: 25%

The guestions being assessed under this section are in bold.

We would expect to see the following detailed under this section:

- Project approach and methodology
- Details of how you plan to deliver your project, this should include a
 project plan, highlighting milestones and the processes in place to ensure
 outputs are achieved, (for example, this can be expressed as a Gannt
 chart). This should take into account the required regular reporting to
 Defra.
- Details of project outputs, including datasets and analysis that will be undertaken
- MEDIN data standard that will be used and, where there isn't one for the data being collected, sufficient detail and timeframes within the project for developing one with MEDIN
- Completion of risk log and identification of strategies for managing the risks

Responses should be **no more than 3 A4 pages** with a font size of 11.

Any annexes included within the response can be provided in addition to the page limit. Figures (e.g. graphs and charts) can be provided in addition to the page limit

E06 Dissemination and Publication

Weighting: 10%

The questions being assessed under this section are in bold, all other text only serves to guide responses and provide information on the Authority's expectations.

A key objective of the UK Fisheries Science Industry Partnership is to foster industry collaboration in science. Please detail how you will ensure the UK fishing industry and relevant wider UK stakeholders (this may include, for example, the fishing or aquaculture industry, other researchers, the wider seafood sector, eNGOs, the UK Fisheries' administrations and regulators etc) are informed about project progress and communicate the results of your project upon project completion.

This will be assessed on the following:

The extent to which the delivery of project outputs includes plans for publishing or otherwise making publicly available the results of the proposed project in a timely matter.

The plan for ensuring the results are accessible and communicated to the fisheries/aquaculture industry, and your other relevant stakeholders, which will include:

- consideration of appropriate dissemination methods for industry communication
- consideration of presentational issues and language especially the need to translate between technical language and plain English.
- communication plans to ensure that all relevant stakeholders and key audiences will be aware of project outputs while understanding their limitations and uses.
- consideration of how dissemination and communication to UK Policy makers of results could support beneficial change in the fishing or aquaculture industry and/or inform policy and decisions on management measures. (Defra can provide government contacts to aid dissemination and communication).

Responses should be **no more than 1 A4 page** with a font size of 11.

Any annexes included within the response can be provided in addition to the page limit.

Figures (e.g. graphs and charts) can be provided in addition to the page limit

E07 Value for Money Weighting: 20%

The questions being assessed under this section are in bold, all other text only serves to guide responses and provide information on the Authority's expectations:

Please detail your project costs in the template provided and provide a clear justification that this spending represents good value for money. This should include consideration of whether spending is good value for money in terms of delivering individual project objectives (e.g. by ensuring appropriate utilisation of staff of different pay grades or by paying reasonable costs for any equipment purchased). This should also include consideration of the total value of benefits derived through delivering the project and whether the cost of realising these benefits represents good value for money.

We would expect to see the following:

- A. A clear statement (in £s) of the total funding requested
- B. A plain English, qualitative description of the total value of benefits your project will bring with a justification for the investment. (There may be some overlap with your answer in E04, please remember that all answers should be stand-alone responses and should be able to be scored independently of one another)
- C. A breakdown of how funding will be spent and justification that this spending represents good value for money in terms of delivery of individual project

milestones and tasks. This should include details of any strategies and methods to be adopted to deliver value for money (e.g. obtaining multiple quotes, and benchmarking costs to previous successful projects)

Details of in-kind benefit contributions (minimum 20% of contract value but can be higher) High scores will be considered for responses that:

- 1. Demonstrate that plans are fully costed
- 2. Break down costs by specific milestones or work packages (e.g. "stakeholder meeting") rather than generic categories (e.g. "employee costs")
- 3. Provide clear justification that cost estimations deliver value for money by using relevant benchmarking data or evidence from previous projects/quotes
- 4. Provide clear justification of staff time including the seniority and pay scale of staff and the number of hours/days they will contribute as well as an explanation of how the time requested has been calculated
- 5. Demonstrate how this funding may enable research and data collection activities to continue beyond project completion

As projects are completed you will have the opportunity to claim costs in arrears at set quarterly reporting milestones (these milestones can be found in Appendix G).

Low value contracts are where the total amount of funding requested in any project year does not exceed £150,000 and where the minimum total value of funding requested is £50,000. High value contracts are where the total value of funding requested in either project year is between £150,000 - £500,000. All contracts must complete by the end of March 2025 and therefore the maximum value of a low value contract will be £300,000 and the maximum value of the high value contract will be £1,000,000.

Proposals that exceed this amount and duration will result in your bid being rejected

Responses should be **no more than 1 A4 page** (excluding cost breakdown – expressed in the Pricing Schedule) with a font size of 11.

Any annexes included within the response can be provided separate to the page limit. Figures (e.g. graphs and charts) can be provided in addition to the page limit.

6 PRICING SCHEDULE

- 6.1 Tenderers are required to complete the Excel Spreadsheet Titled "Cost Breakdown" on Bravo. This must then be uploaded.
- 6.2 Prices must be submitted in £ Sterling, exclusive of VAT.
- 6.3 The Pricing Schedule sets out the detailed breakdown of pricing information required for the Tender.
- 6.4 The Contract is to be awarded as a fixed price, which will be paid according to the deliverables stated in the Specification of Requirements.

APPENDIX A: EVIDENCE PRIORITIES FOR UK GOVERNMENTS

The following appendix sets out a list of the foremost evidence needs from each of the 4 UK Governments under the FISP lots (I.e. the research gaps which are most important to enable delivery of Government objectives for those 4 Governments). Whilst projects will not necessarily score more highly just because they address one of these evidence gaps, this list may help provide ideas for research projects and may help you to demonstrate links to Government policy in your tender. FISP remains open to applications for any research which aligns with the FISP lots, proposals will be ranked based on the technical assessment.

Lot 1: Fisheries data collection

1. Finfish

Focusing on commercially important but data limited species as well as key choke species. Examples include Gurnards, John Dory, Pilchards, Lemon Sole, Cod, Whiting, Hake, Saithe, Ling, Blue Ling and Skates and Rays

- A. Improved data on species migrations (especially for Mackerel)
- B. Research into stock identification
- C. Development of abundance/biomass and fishing mortality indices.
- D. Assessment and development of different stock assessment methods particularly for data limited species.
- E. Research into roles and importance of non-quota finfish in the wider marine ecosystem
- F. Identification of essential fish habitats and a greater understanding of its role in fisheries management.

2. Shellfish

Focusing on crabs, lobsters, whelks, cockles, scallops (king + queen), Nephrops and cuttlefish and work to inform management approaches

- A. Development of more accurate and robust abundance indices
- B. Improved understanding of mortality rates both natural mortality and fishing induced mortality
- C. A better understanding on population structure specifically, regional variability in growth rates, maturity, and reproduction-to support stock definition and boundaries, and the implementation of management approaches (e.g. quota)
- D. Assessing and mapping the location and extent of known whelk, scallop, cockle beds to support data collection pathways and frameworks
- E. Effectiveness of existing shellfish management mechanisms

Lot 2: Mixed fisheries, selectivity and the environmental impacts of fishing:

1. Environmental impacts of fishing

- A. Improved understanding of impacts of fishing on diadromous species (e.g. salmon and eels).
- B. Assessment of impacts of fishing gear/methods on designated and non-designated habitats and features within marine protected areas. This would need to be compared with appropriate control site(s) outside of the marine protected area.
- C. Impacts of fishing gear and methods on blue carbon habitats.
- D. Improved understanding of environmental impacts of abandoned/lost/discarded fishing gear, including aquaculture gear.
- E. Research into mixed fisheries reference points and scenarios and then how these can be integrated into current fisheries management practices.
- F. Further research, alongside the development of models and tools to allow fisheries managers to understand and balance fishing opportunities in mixed fisheries.
- G. Improved science communication of mixed fisheries models and outputs.
- H. Understanding the implications on fisher's catches of switching to gear constructed from a single material or built in a way that drastically facilitates material separation for recycling (e.g., avoiding use of leaded ropes or mixed material nets).

2. Bycatch (including PETS bycatch and gear selectivity measures)

- A. Research into the Bycatch risk for different gears and species and a development of improved ways of communicating these risks (including endangered, threatened and protected species) Identify mitigation measures and innovations to reduce discarding that could be practically and realistically trialled or implemented in fisheries.
- B. Facilitate specific trials to develop discard reform measures e.g. mesh sizes, design and construction.
- C. Identify potential barriers to implementation of gear selectivity measures and help address such barriers.
- D. Data to improve understanding of catch patterns, composition and discarding in fisheries catching key choke species (e.g. Celtic Sea cod, North Sea saithe)

APPENDIX B: FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

To be returned by 12:00 noon (UK time) on Thursday 19 January 2023

TENDER FOR THE: UK SEAFOOD FUND: FISHERY INDUSTRY SCIENCE PARTNERSHIPS "PART B"

Tender Ref: 37318
Please indicate which FISP Part B lot(s) your project falls under:
Lot 1 Fisheries data collection
Lot 2 Mixed Fisheries, Selectivity and the Environmental Impacts of Fishing
Lot 3 Environmental Impacts of Aquaculture
Lot 4 Other Impacts on Fisheries and Adaptations
Please indicate the total amount of funding (GB \pounds) you are requesting for each Lot – if you are submitting more than one proposal for a particular Lot, please ensure the figures refer to the specific Lot:
Lot 1 Fisheries data collection £:
Lot 2 Mixed Fisheries, Selectivity and the Environmental Impacts of Fishing £:
Lot 3 Environmental Impacts of Aquaculture £:
Lot 4 Other Impacts on Fisheries and Adaptations £
Please indicate the total amount of in-kind contribution (GB£) you are declaring for each Lot that applies.
In-kind Contribution Lot 1 Fisheries data collection £:
In-kind Contribution Lot 2 Mixed Fisheries, Selectivity and the Environmental Impacts of Fishing £:
In-kind Contribution Lot 3 Environmental Impacts of Aquaculture £:
In-kind Contribution Lot 4 Other Impacts on Fisheries and Adaptations £

 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 for the period specified in the ITT.

- 1. Response Particulars (Section 1)
- 2. Specification of Requirements (Section 2)
- 3. Form of Tender (Appendix B)
- 4. Authority's Conditions of Contract (Appendix C)
- If this Tender is accepted, we will aim to execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.

We agree that:

- 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;
- 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;
- 3. we are legally bound to comply with the confidentiality provisions set out in the ITT;
- 4. 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;
- 5. the Tender shall remain valid for 120 days from the closing date for Responses specified in the ITT; and
- 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.

We confirm that:

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

Signed	
_	
Print Name	
Date	
In the capacity of	
Authorised to sign Tender for and on	
behalf of	
_	
Postal Address	
Post Code	
rosi Code	
Telephone No.	
Email Address	

APPENDIX C: AUTHORITY'S CONDITIONS OF CONTRACT

The Authorities Conditions of Contract that are applicable to this Invitation to Tender and any subsequent contract are in the attachments section of the online ITT in Bravo.

APPENDIX D:

KEY PERFORMANCE INDICATORS (KPIs)

Metric	KPI	What is required to make this measurable?	KPI Measurement	Below Standard	Acceptable Standard
Delivery Key outputs delivered Delivery In full - in the quantity that	KPI 1: Submission of update and final project reports to time KPI 2: Project Management	Quarterly project reports and final report provided to Defra according to schedule set out. Project milestones and key deliverables achieved by the dates specified in the project proposal.	Defra Science Team to review project reports. Defra Science Team will review the organisation's progress against the milestones and confirm	Inaccurate or incomplete reporting and submitted beyond agreed deadline Milestones not achieved by the deadline	Meets expectations – reports issued on time and accurately reflect agreed milestones Milestones achieved by the deadline
is required within agreed upon schedule		Where milestones have not been achieved there should be a justification of this and an assessment of the impact of this on future milestones/ project delivery.	whether the milestones have been achieved in line with the dates specified.		
Delivery	KPI 3: Objectives	Demonstration through quarterly reports and final report of how the project team are working	Defra Science Team will assess the project reports for evidence.	Reports do not contain evidence of progress and/or lessons learned	Reports contain evidence of progress and lessons learned

Collaboration and dissemination		collaboratively with the fishing industry and that progress and lessons learned are being captured. Evidence of dissemination of project progress and final findings of project.		working with the fishing industry. No evidence of dissemination of progress or results to fishing industry and wider seafood sector.	working with the fishing industry. Evidence of dissemination of progress or results to fishing industry and wider seafood sector.
Quality	KPI 4: Quality of project outputs	Reports are completed with a high level of quality, professionalism and attention to detail meeting the Key Objectives set out in the Project Plan	Defra Science Team will assess the quality and completeness of the reports against the Key Objectives set out in the Project Plan/response.	Reports are of a poor quality and/or contain errors and/or do not achieve all Key Objectives	Reports are of a high quality, error free and achieve all Key Objectives
Risk & Compliance Mitigate fraud risks by performing due diligence	KPI 5: Compliance with Regulatory Requirements	Organisation is complying with all regulatory requirements and can evidence	DEFRA Science Team will assess whether the project team are complying handling information securely and in compliance with GDPR. The project team will also be required to set out how health and safety codes of practice and ethical codes of practice in line with DEFRA standard are being met.	Little or no evidence that project outputs meet regulation and/or not realised within timeframe IP handled incorrectly	Evidence that project outputs meet regulation and realised within timeframe IP handled correctly
Risk & Compliance	KPI 6: Risk Management	The organisation maintains the risk log and	DEFRA Science Team will determine whether	No/lack of risk log provided which raises	Risk log provided which clearly

Manage project risks accordingly		staffing contingency plan throughout the project evidencing strength and implementation of procedures to identify and manage project risks	project risks are being managed correctly from quarterly update reports.	concerns over future success of project	evidences mitigation of risks with contingencies developed to meet project milestones and objectives
At the agreed price and within budget	KPI 7: Finance Management	Is the project delivered within the budget set out within project tender? If not, is there sound justification as to why this is the case and are there remedial plans in place?	DEFRA Science Team to check spend is in line with tender finances specified.	Finances not in line with specified/agreed objectives with no clear cost justifications toward project delivery evidenced No In-kind contributions demonstrated Project likely to be outside budget	Finances in line with specified/agreed objectives with clear cost justifications toward project delivery evidenced In-kind contributions demonstrated Project within budget



APPENDIX E: LEGISLATIVE FRAMEWORK

FISHERIES ACT 2020

The FISP scheme aims to support the delivery of the following objectives set out in the Fisheries Act 2020 –

Sustainability Objective

Managing environmentally sustainable fish and aquaculture activities in the long term to achieve economic, social and employment benefits and contribute to the availability of food supplies. Ensure the capacity of fleets are economically viable but do not overexploit marine stocks.

Precautionary Objective

Ensuring the precautionary approach to fisheries management is applied and exploitation of marine stocks are restored to maintain populations of harvested species above biomass levels capable of producing maximum sustainable yield.

The "precautionary approach to fisheries management" means an approach in which the absence of sufficient scientific information is not used to justify postponing or failing to take management measures to conserve target species, associated or dependent species, non-target species or their environment.

Ecosystem Objective

Managing fish and aquaculture activities using an ecosystem-based approach to ensure negative impacts on marine ecosystems are minimised and where possible reversed and incidental catches of species are minimised or eliminated where possible.

• Scientific Evidence Objective

Collating scientific data relevant to the management of fish and aquaculture activities. Where appropriate, fisheries policy authorities work together and share scientific data to ensure the management of fish and aquaculture activities is based on the best available scientific advice.

Bycatch Objective

Avoiding or reducing the catching of fish that are below minimum conservation reference size and other bycatches. To ensure that all catches are recorded and accounted for and bycatch fish is landed, but only where this is appropriate and does not create an incentive to catch fish that are below minimum conservation reference size.

Climate Change Objective

The adverse effect of fish and aquaculture activities on climate change is minimised and fish and aquaculture activities adapt to climate change.

The FISP will support the delivery of policies set out in the Joint Fisheries Statement to enable achievement of the fisheries objectives.

<u>Fisheries Act 2020 (legislation.gov.uk)</u> <u>newbook.book (legislation.gov.uk)</u>

Fisheries Act 2020 (legislation.gov.uk) (Joint Fisheries Statement Legislation)



Consultation on the draft Joint Fisheries Statement (Ymgynghoriad ar y Cyd-ddatganiad drafft ar Bysgodfeydd) - Defra - Citizen Space

Flagship Fisheries Bill becomes law - GOV.UK (www.gov.uk)

Department for Environment, Food and Rural Affairs (Defra)

The United Kingdom Department for Environment, Food and Rural Affairs (Defra) is responsible for policy regarding agriculture, food, fisheries, animal welfare and biosecurity. The aims of the UK Seafood Scheme align with Defra's priority outcome 4 -

'Increase the sustainability, productivity and resilience of the agriculture, fishing, food and drink sectors, enhance biosecurity at the border and raise animal welfare standards'

<u>Defra Group Strategy Document (publishing.service.gov.uk)</u>

About us - Department for Environment, Food & Rural Affairs - GOV.UK (www.gov.uk)

The United Kingdom Internal Market (UKIM) Act 2020

The United Kingdom Internal Market (UKIM) Act 2020 will be used as legislation to deliver the grant elements of the £100m fund.

United Kingdom Internal Market Act 2020 (legislation.gov.uk)

newbook.book (legislation.gov.uk)

internal-market-act.pdf (instituteforgovernment.org.uk)

This tender specification is for the Fisheries Industry Science Partnership (FISP) Part B Full-Project Proposals, which will be delivered through contract procurement and not via the UK Internal Market Act 2020.

All of the pillars within the UK Seafood Fund will be run competitively, Part B Full Project Proposal is being competed to award contracts in compliance with PCR 2015, detail regarding the Evaluation Methodology are detailed in the main Invitation to Tender (ITT) document.

Fisheries White Paper

Until January 2021, the majority of the UK's fisheries data collection was prescribed by the EU Data Collection Framework (DCF). Whilst the UK still needs to meet its international and domestic commitments, leaving the DCF provides the opportunity to evolve our data collection and for stakeholders, including the fishing industry, to have greater participation in future data collection.

The Fisheries White Paper stated, "we want to deepen and strengthen our partnership with ... industry and other non-governmental stakeholders, to implement [outline proposals] in ways that work best for the seafood industries, coastal communities and the marine environment". Industry's engagement in the provision of science can have multiple benefits:

- A. Fishers engaged in the design and provision of science (including part funding it), are able to see how this science feeds into management decisions. This is likely to increase compliance and acceptance of management decisions, leading to improved economic, environmental, and social outcomes for the fishery.
- B. Provides a way to feed local fisher knowledge into fisheries science and management decisions.
- C. Over time, some parts of the industry may be able to take on more responsibility and funding for science, reducing the need for government support.



- D. The data collected through these partnerships can also be used to inform the development and implementation of fisheries management plans.
- E. Partnership working may also result in management measures that are more compatible with fishing practices, which may also increase compliance.

Sustainable fisheries for future generations (publishing.service.gov.uk)



APPENDIX F:

PROJECT PROGRESS REPORT TEMPLATE

This appendix is also in the attachments section of the online ITT titled "Project Progress Report" on Bravo.

FISHERIES INDUSTRY SCIENCE PARTNERSHIP (FISP)

PROJECT PROGRESS REPORT

Guidance

Depending on your chosen start date your specific reporting timeline will vary. However, your reporting frequency must align with pre-defined dates.

A reporting timeline example is given for reference only.

Pre-defined dates	Example Reporting timeline
1st April 2023	Project Start
1st July 2023	Year 1 Quarter 1
1st October 2023	Year 1 Quarter 2
1st January 2024	Year 1 Quarter 3
1st April 2024	Year 1 Quarter 4
1st July 2024	Year 2 Quarter 1
1st October 2024	Year 2 Quarter 2
1st January 2025	Year 2 Quarter 3
1st April 2025	Year 2 Quarter 4 (Final)

Brief quarterly reports (months 3 and 9 of each project year) should be no more than 2 pages long [not including annex(es)] and detail:

- The work undertaken in the preceding period including:
 - a. a summary of the data collection and research undertaken (actual data is not expected to be provided)
 - b. any unanticipated delays or challenges with detailed impacts on progress and mitigation efforts
- How work will proceed in the next period including any anticipated delays or challenges



Detailed written semi-annual reports at months 6 and 12 of each project year. These should be no more than 5 pages long [not including annex(es)]. It must detail:

- The work that has been undertaken in the preceding period including:
 - a summary of the data collection and research undertaken (actual data is not expected to be provided)
 - any unanticipated delays or challenges with detailed impacts on progress and mitigation efforts
 - lessons learned in conjunction with project partners (to encourage open communication throughout the project)
 - o report against Key Performance Indicators (KPI's) set out in contract
- How work will proceed in the next period including any anticipated delays or challenges

Please provide the report using the template below and include any appendixes.



Please ensure the risk management log at the bottom of the report is also updated.

The risks and how they are being managed will be reviewed by the Authority throughout the project.

Using the table below:

- A. Describe the risks that may impact project progress.
- B. Detail the likelihood of risk occurring without mitigation actions as Low/Med/High.
- C. Detail the impact on Time/Cost/Technical/Contractual/Resource **if** risk occurs as Low/Med/High
- D. Describe mitigation actions put into place to avoid risk
- E. Add rows as necessary

A final scientific report which includes methodology, results, data analysis and project conclusions must be submitted on completion of the project.

These must be openly published and disseminated to the fishing industry, seafood sector and other research organisations.

These final reports must be uploaded to the relevant MEDIN Data Archive Centre along with the data collected, as per data standards set out on MEDIN.

Please ensure all reports are presented in Arial 11.

Please send all reports to fisp@defra.gov.uk no later than two weeks after the milestone date.



PROJECT TITLE: XXXXXXXXXXXXXXXX

PROJECT CODE: XXXX

COMMERCIAL RESTRICTED

Supplier lead contact and contact details:	NAME
	TEL NUMBER
	EMAIL ADDRESS



Milestone Title:
Start Date:
End Date:
Summary of Research and Data Collection Undertaken in this Period -
<u>Unanticipated Delays or Challenges -</u>
Lessons Learned (Semi-Annual Only) -
Key Performance Indicators (KPI's) (Semi-Annual Only) -
Next Period -
Report Summary –



Risk Register

Category	⊞Risk	Likelihood (L/M/H)	Impact (L/M/H)	Mitigation	Impact after mitigation (L/M/H)	Risk status
Eg, Technical	The project is unable to develop a viable value-added product for megrim sole and spider crab within the timeline for the project.		M	Ensuring a robust and transparent work breakdown structure and corresponding gantt chart will allow the project timeline and responsibility for actions to be visible to all project members. Regular meetings with the consortium will help keep key or interdependent deliverables on track, whilst providing opportunities to help team members complete deliverables or to reassign tasks.	L	L

