



# **FRAMEWORK AGREEMENT FOR THE PROVISION OF GOODS AND/OR SERVICES**

**Agriculture and Horticulture Development Board**

**and**

**Prof Berkeley Hill**

**Ref: 2019-399**

**Framework Agreement for the Provision of  
Evaluation Validation – Lot Two**

## FORM OF AGREEMENT

**THIS FRAMEWORK AGREEMENT IS MADE ON 20<sup>TH</sup> NOVEMBER, 2020**

### BETWEEN

**Agriculture and Horticulture Development Board**, of Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL ('**AHDB**')  
**AND**

**Prof. Berkeley Hill**, 1 Brockhill Road, Hythe, Kent, CT21 4AB ('**the Supplier**')  
AHDB and the Supplier are the Parties to this Framework Agreement.

### WHEREAS

- A. AHDB wishes to acquire the provision of Evaluation validation for Lot Two, as per the AHDB specification.
- B. The Supplier is willing to supply the Goods and/or Services in accordance with this Framework Agreement.
- C. AHDB may enter into substantially similar framework agreements for the supply of the Goods and/or Services with other suppliers.

### IT IS HEREBY AGREED

- 1. AHDB agrees to appoint the Supplier as a potential provider of the Goods and/or Services described in the Specification (see Annex 2).
  - 1.1. AHDB may, in its absolute discretion and from time to time during the Term, order the Goods and/or Services from the Supplier in accordance with the Ordering Procedures (Annex 3) through a Call-Off Contract based on the template provided in Annex 4.
  - 1.2. Subject to the Supplier's compliance with this Framework Agreement and the making of a Call-Off Contract, AHDB agrees to pay the Supplier in accordance with that Call-Off Contract.
- 2. The Supplier agrees to supply the Goods and/or Services in accordance with the Framework Agreement and the Call-Off Contract.
  - 2.1. The Supplier agrees to inform AHDB promptly if the making of a Call-Off Contract would result in a conflict of interest.
  - 2.2. Any supply of the Goods and/or Services shall be completed in accordance with the relevant Call-Off Contract and in any case not later than two years after the Completion Date.
  - 2.3. In the event of any conflict between these, the terms of this Framework Agreement shall have precedence over those in a Call-Off Contract.
  - 2.4. Unless otherwise specified, the Supplier shall supply the Goods and/or Services to the Principal Office.
- 3. The Supplier acknowledges that:
  - 3.1. there is no obligation on AHDB to invite the Supplier to supply any Goods and/or Services under this Framework Agreement;

- 3.2. no form of exclusivity has been conferred on the Supplier in relation to the provision of the Goods and/or Services; and
- 3.3. no undertaking or any form of statement, promise, representation or obligation by AHDB exists or shall be deemed to exist concerning minimum or total quantities or values of Goods and/or Services to be ordered by AHDB pursuant to this Framework Agreement and the Supplier agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise, representation or obligation.
4. The Supplier and AHDB agree to comply with AHDB's Terms and Conditions for the Purchase of Goods and Services version 2014 ('AHDB Terms' - see Annex 5), which shall further be incorporated as they may reasonably have been amended by AHDB into any Call-Off Contract.
5. This Framework Agreement consists of:
- this Form of Agreement,
  - Annex 1 (Contacts, page 7),
  - Annex 2 (Specification Details, page 8) read with the Appendix thereto;
  - Annex 3 (Ordering Procedures, page 27);
  - Annex 4 (Call-Off Contract Template, page 29);
  - Annex 5 (AHDB Terms, page 30)
- each of which together with any documents specified therein is incorporated into and forms part of the Framework Agreement.
- 5.1. In the case of any conflict or inconsistency, documents shall take precedence in the order in which they appear in Clause 5 above.
- 5.2. References to Clauses are references to the clauses of this Form of Agreement, to Conditions are references to the terms and conditions of the annexed AHDB Terms and to paragraphs are references to paragraphs in the referring Annex or Appendix unless otherwise indicated.
- 5.2.1. For the avoidance of doubt, references within a Call-Off Contract shall apply according to that Call-Off Contract.
- 5.3. This Framework Agreement including the Specification may be amended by the Parties in Writing.
- 5.3.1. Any amendment including any extension under Clause 7.1 below shall have no effect unless it is in compliance with public procurement law.
- 5.4. The Framework Agreement and any amendment thereof may be executed in counterpart and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
6. In this Framework Agreement the following words and expressions shall have the meanings given to them below, unless the context otherwise requires:
- |                           |   |
|---------------------------|---|
| <i>Word or Expression</i> | <i>Meaning</i>  |
| AHDB Terms                | AHDB's Terms and Conditions for the Purchase of Goods and Services (attached within Annex 5); |

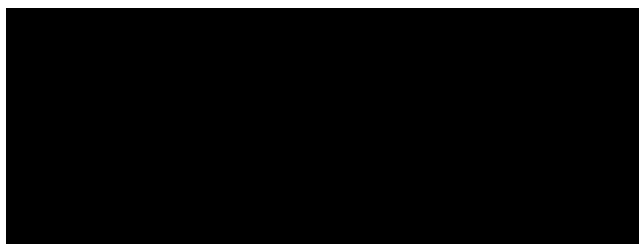
Call-Off Contract	a contract for the supply of Goods and/or Services pursuant to this Framework Agreement
Call-Off Contract Template	The template that shall be used or deemed to have been used for any Call-Off Contract (attached within Annex 4);
Commencement Date	The date set out in Clause 7, as it may have been amended;
Completion Date	The date set out in Clause 7.1, as it may have been amended;
Framework	The framework arrangements established by AHDB for the provision of the Goods and/or Services to AHDB;
Ordering Procedures	The procedures applicable to the making of a Call-Off Contract (see Annex 3);
Specification	The specification provided in Annex 2, as it may have been amended;
Term	The period commencing on the Commencement Date and ending on the Completion Date, the whole day of each Date being included;
Working Day	Any day other than a Saturday, Sunday or public holiday in England.

7. The Framework Agreement shall commence or be deemed to have commenced on 15<sup>th</sup> January 2021 ('Commencement Date').
- 7.1. The Framework Agreement shall terminate on 14<sup>th</sup> January, 2023 ('Completion Date') unless it has previously been extended, in which case the Completion Date shall be deemed to have been appropriately amended. There is the option to extend for 3 periods of 12 months each, should AHDB wish to take up. These will be agreed between AHDB and the supplier and an extension contract will be drawn up. Therefore there is the potential for the contract to be extended until January 2026.
- 7.2. Notwithstanding any act of termination or the achievement of the Completion Date, the relevant provisions of this Framework Agreement shall remain in effect insofar as is necessary to ensure the performance of all obligations and the satisfaction of all liabilities and to enable the exercise of all rights under the Framework Agreement in each case as such shall exist at the time of such act or the Completion Date.
8. Without prejudice to either Party's rights or obligations pursuant to law and subject to Clause 8.4, the aggregate liability of each Party in respect of any claim or series of connected claims arising out of the same cause in any year whether arising from negligence, breach of contract or otherwise shall be limited to the amounts set out in Clauses 8.1 and 8.2.
  - 8.1. In relation to AHDB, the amount shall be one million pounds sterling.
  - 8.2. In relation to the Supplier, the amount shall be five million pounds sterling.
  - 8.3. The amounts above may only be amended in Writing and prior to the event in relation to which a claim is made.
  - 8.4. Where the Supplier is a consortium, each member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under this Framework Agreement and any Call-Off Contract.
  - 8.5. Nothing in this Framework Agreement shall limit either Party's liability for fraud, dishonesty, deceit, fraudulent misrepresentation, death or personal injury.

9. For the avoidance of doubt:
  - 9.1. The Supplier's standard terms and conditions for the supply of goods or services do not apply to this Framework Agreement or any Call-Off Contract except as may be specifically agreed in Writing.
  - 9.2. In the event that the Framework Agreement applies only to the provision of Goods, the provisions relating only to Services in the Framework Agreement or any Call-Off Contract shall not apply.
  - 9.3. In the event that the Framework Agreement applies only to the provision of Services, the provisions relating only to Goods in the Framework Agreement or any Call-Off Contract shall not apply.
10. Amendments to Annex 3
  - 10.1. There are no amendments to Annex 3.
11. Amendments to Annex 4
  - 11.1. There are no amendments relating to Annex 4.
12. Amendments to Annex 5
  - 12.1. There are no amendments relating to Annex 5.
13. Special Conditions
  - 13.1. Any conditions specified in this Form of Agreement as Special Conditions shall have precedence over any other provision in this Framework Agreement.
  - 13.2. There are no Special Conditions.

*- The remainder of this page is deliberately blank -*

**Signed for and on behalf of the Agriculture and Horticulture Development Board**



Signature: .....

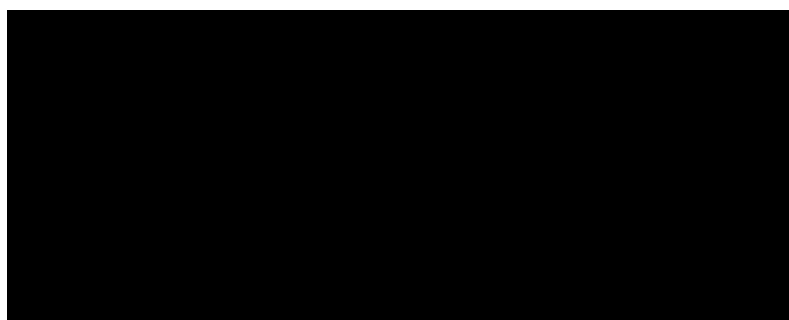
Name of signatory: .....



Date:

4/1/21

**Signed for and on behalf of the Supplier:**



Signature: .....

Name of signatory: .....



Date:

28 / 12 / 2020

## **Annex 1            Contacts**

1. Contact information provided by the Parties shall be deemed to be inserted below.
2. Unless otherwise agreed, the Primary Contact nominated by a Party shall represent the Party for the purposes of this Contract.

### **AHDB**

3. AHDB's address for correspondence and service will be:  
AHDB, Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL
- 3.1. Communications with AHDB shall be marked for the attention of the person named below as AHDB's Primary Contact.
4. AHDB's Primary Contact will be:  
[REDACTED]  
[REDACTED]  
or such other person as AHDB may nominate.
- 4.1. AHDB's Primary Contact will accept communications other than notices by electronic mail [REDACTED] and (except for notices and matters required to be in Writing) by telephone [REDACTED] for [REDACTED] ([REDACTED]).
- 4.2. Communication with AHDB's Primary Contact will be deemed to be communication to all relevant divisions of AHDB.

### **Supplier**

5. The Supplier's address for correspondence and service will be:  
[REDACTED]  
Communications shall be marked for the attention of the person named below as the Supplier's Primary Contact.
6. The Supplier's Primary Contact will be:  
[REDACTED]  
or such other person as the Supplier may nominate.
- 6.1. The Supplier's Primary Contact will accept communications other than notices by electronic mail [REDACTED] and (except for notices and matters required to be in Writing) by telephone ([REDACTED]).
7. The Key Personnel if any in relation to the supply of the Goods and/or Services will be:  
[REDACTED]  
or such other person as the Supplier may nominate.

## **Annex 2            Specification Details**

1. The Specification relating to this Framework is detailed in this Annex 2 and any amendments thereto are set out or deemed to be included in the Appendix to this Annex, page 25.
- 1.1. The Specification is based on:
  - the invitation and/or acceptance by AHDB for the supply of the Goods and/or Services, by tender, and
  - the Supplier's offer but excluding any of the Supplier's terms and conditions indicated to be imposed thereby except insofar as such terms and conditions do not conflict with any other provision of this Framework Agreement.
- 1.2. Any amendment to the Specification agreed in accordance with this Framework Agreement shall be deemed to be included in the Appendix to this Annex.
2. The information in this Appendix is to be read as having been amended by any amendments set out or deemed to be included in the Appendix to this Annex.

### **Evaluation Frameworks at AHDB - Specification**

#### **Evaluation of AHDB work programmes**

The aim of this competition is to commission two frameworks of suppliers in relation to the evaluation work of the Agriculture and Horticulture Development Board (AHDB), against the following lots:

#### ***Lot One: Evaluation Support***

#### ***Lot Two: Evaluation Validation***

Suppliers may tender for one or both lots. We are open to proposals from individuals or companies as our contract opportunities will be varied.

#### **Introduction and Background**

AHDB is a statutory levy board, funded by farmers, growers and others in the supply chain to help the industry succeed in a rapidly changing world. We want to create a world-class food and farming industry, inspired by and competing with the best. We want to unite the whole industry around a common goal to lift productivity, bringing people together to collaborate, innovate and drive change. The delivery of services to levy payers and industry stakeholders covers six sectors which account for about 75% of total agricultural output in the United Kingdom (UK): Beef & Lamb, Cereals & Oilseeds, Dairy, Horticulture, Pork and Potatoes.

Our farmers, growers and processors expect to see a return on their levy investment, which is why AHDB is determined to demonstrate good value for money through appraising and evaluating our work, measuring performance and impact. It is also essential that we regularly evaluate our business processes to ensure that, as an organisation, we are continually learning and improving what we do.

As part of our Inspiring Success Strategy <https://ahdb.org.uk/corporate-strategies> we aimed to more systematically assess the impact of our work and have put in place bottom-up programme level evaluations of all our levy-payer-facing activities. We are about to move into a new strategy period, however our approach to evaluation still applies.

During the current strategy, we have identified approximately 65 programmes of work over the next five years, covering areas such as research, knowledge exchange, market intelligence and market development. These programmes of work are likely to contain several smaller projects and different



work streams with activities that contribute towards the overall programme objectives. The success of each of these work programmes needs to be evaluated. So, AHDB Programme Managers in these areas (with guidance from the AHDB Evaluation Team) are responsible for drafting evaluation plans, and capturing appropriate data throughout the life of the programme. Various pieces of evaluation work will then need to be conducted for each overarching programme of work, examples are listed under lot one below. Some Programme Managers will complete full evaluations themselves and others will utilise suppliers to complete some or all of the evaluation work depending on individual requirements.

We require the evaluations to take place at the end of the programme or activity, and at suitable interim points. Many of these evaluations will include a cost-benefit analysis or assessment of return-on-investment. It is important that the evaluations which are produced are robust and evidence based.

### **Award of Frameworks by Lot**

#### **Lot One - Evaluation Support:**

We intend to form a framework made up of more than one supplier; mini competitions will be held for each new piece of work and go out to all suppliers against this framework that have specified they can undertake work of that size (small, medium or large pieces of support, detailed below).

#### **Lot Two – Evaluation Validation:**

We intend to award to more than one supplier; commission to the framework will be awarded to potentially a maximum of eight suppliers overall, with a maximum of four suppliers specialising in agricultural economics and four suppliers specialising in evaluation.

Work will then be offered on a rotating basis to two suppliers per validation piece (one supplier of each specialism), dependant on availability of suppliers. Direct selection from the framework may be made for some pieces of validation work, in this instance the rotation will be adjusted accordingly.

#### **Lot One: Evaluation Support**

AHDB wish to create a framework to retain suppliers that have the ability to evaluate the impact of our programmes of work. Work will include undertaking formative and summative evaluation of AHDB programmes of work, for instance:

- Producing independent evaluation reports
- Data collection and/or analysis using suitable evaluation methods
- Evaluation surveying
- Cost benefit analysis for creation of return on investment figures or similar
- Developing lessons learnt and recommendations for improvement
- Working with programme leads, other AHDB staff and external stakeholders (collecting data, feedback etc.)
- Developing evaluation plans
- Dissemination of evaluation findings to various audiences
- Interim evaluation techniques such as process mapping

Requirements for evaluation support will be different dependant on the programme of work and flexibility is required. Evaluation support work may need to be completed independently or in collaboration with AHDB Programme Managers. Some programmes will already have some evaluation evidence collected such as survey results, event feedback forms, industry data etc., and will require this evidence to be analysed and reports created; whereas some programmes will need evaluation support to collate evidence from scratch. Programmes will typically already have evaluation plans in place, and will have been through our Investment Test process so will have a business case document which includes

objectives, anticipated return on investment etc. Typically work will involve evaluating the success of the programme described in the business case, and if the programme of work met its objectives and desired level of impact. The programmes of work are of different sizes and budgets, so the evaluation support work required will be varied and successful suppliers will need to be flexible. Two previous example specifications are included as examples at Appendix One and Two.

Evaluation work is new to some areas of AHDB and as such, it is difficult to predict exact requirements for evaluation support, so a flexible approach will be required. Once the successful suppliers for Lot One Evaluation Support, are in place, we estimate that suppliers will be given the opportunity to bid for the following, although this will depend on individual work programme requirements:

Estimated number of contracts	Estimated size of report	Estimated budget range	Further information
x 10 per year	Small evaluation support	£5-£25k	Such as in Appendix One
x 3 per year	Medium evaluation support	£25-£40k	Such as Appendix Two
x 1 per year	Large evaluation support	£40K+	This may contain a significant amount of data collection, such as a sizeable survey or advanced statistical analysis of industry datasets (ex: genetics or research programme work)

Suppliers accepted onto the Evaluation Support framework will already have provided details of their knowledge and experience via the Bravo Qualification envelope, therefore this will not be a requirement at the mini competition stage.

## Budget

Deliverables and budget will vary and be dependent on the individual mini competition contract opportunity, as described above.

## Proposal Requirements: Within your proposal, please clearly demonstrate the following:

1. Ability to deliver a variety of evaluation support.
2. The proposal should clearly demonstrate the supplier's suitability for meeting requirements of AHDB against the evaluation support lot.
3. Suppliers should be able to demonstrate a track record of providing evaluation services. The UK Evaluation Society's [Framework of Evaluation Capabilities](#) summarises desired competences around evaluation knowledge, professional practice and qualities and dispositions.
4. Suppliers should be able to demonstrate experience of working in the agricultural sector.
5. The proposal should include the following details:
  - o name and full contact details of the project manager who would be leading any projects
  - o relevant experience of project manager
  - o role and name of key members of proposed staff to be involved in any projects
  - o CVs for key members of staff to be involved with any projects
  - o demonstrating how you will ensure continuation of service at the required level if any key members of staff leave your company

- demonstrating, with reference to specific examples, a recent successful track record with similar contracts
  - a breakdown of hourly/day rates for each staff member
6. Details and experience of any third party agencies that will be used to deliver any projects. Clearly indicating the stage in which they would be involved and the expected extent of their involvement.
  7. Example methodologies used to achieve the evaluation support must clearly be identified in the proposal.
  8. A process for quality control and adherence to MRS code of conduct where relevant. Higher marks will be awarded where this information is presented in a way that demonstrates how quality control processes impact on/are implemented at each stage of relevant projects.
  9. Examples of how a project would be planned and typical timescales for work.

### **Structure of Submissions and Evaluation Methodology**

Evaluation of proposals will be undertaken in accordance with the following criteria and weightings:

#### **80% of the evaluation weighting will be based on the quality of the proposal.**

- Outline a clear approach to different aspects of evaluation support – clearly demonstrating how the supplier could achieve evaluation objectives for relevant contracts, to deliver clear and robust evaluation support for AHDB. (30%)
- Experience of project manager and supporting team in delivering similar projects in terms of methodology, location, sector etc. (20%)
- Demonstrate a clear strategy for maximising evaluation effectiveness, giving at least two examples of where contracted evaluation work has improved programme performance. (10%)
- Present an objective and well-structured proposal which clearly lays out the required information and includes a detailed breakdown of costs and example project plans, identification of any risks to delivery. (10%)
- Demonstrate how a process for quality control will be followed at each stage of the process. Along with adherence to the MRS code of conduct where necessary. (10%)

#### **20% of the evaluation weighting will be based on the cost of the proposal.**

- To enable comparability of cost of proposals, we require submissions to include example bids for the proposals in Appendix One and/or Appendix Two. (20%)

If suppliers are interested in providing services for varying sizes of work, example bids for both Appendix One and Two need to be submitted.

For example, Appendix One gives an example specification of a smaller piece of evaluation work, and Appendix Two gives an example specification of a medium sized piece of evaluation work. If selected to be on the framework, suppliers that choose to give an example bid for Appendix One only, will only be sent specifications for smaller evaluation mini competitions; suppliers that choose to give an example bid for Appendix Two only, will only be sent specifications for medium or large evaluation mini competitions; whereas those that choose to give an example for both Appendix One and Two will be sent specifications for all evaluation mini competitions.

Suppliers must clearly mark their final lump cost for any example bids against Appendix One and/or Two. In addition, a breakdown of costs for all stages of each project excluding VAT, and a breakdown of the number of days and day rates for each stage of the project including both fieldwork and non-fieldwork stages of the project, should be included to allow for comparison between suppliers.

The proposal must illustrate how each of the service requirements could be met and describe how the service requirements could be delivered to AHDB.

### **Lot Two: Evaluation Validation**

AHDB wish to create a framework to retain suppliers that can validate evaluation reports and return on investment calculations produced internally at AHDB. Work will include reading and analysing internally produced AHDB evaluation reports and/or return on investment calculations or similar, to provide scrutiny and suggestions for improvement, and advise on reliability of the reports. In effect validating the evaluation work we produce in house.

We require two validators to validate each report, one with an evaluation specialism and one with an agricultural economics specialism. Work will be offered on a rotating basis, dependant on availability of suppliers. Where any supplier is able to offer both evaluation and agricultural economics specialisms, AHDB will decide which aspect the supplier should focus on for each validation piece; one individual may not do both the evaluation and economics validation of the same piece of work. Two individuals from the same company will not be selected to validate the same piece of work.

The validation work will include completing a two page validation form for each report. This may include topics such as:

- General questions on the report or return on investment calculation
- Areas of critique
- How can the report/calculations be improved?
- Is evidence reliable?
- Are any assumptions outlined realistic?
- Do you agree that the report/calculations are reasonable? Why?

We envisage that reports to be validated will be on average 30 pages in length. Supporting documents such as completed cost benefit analysis spreadsheets will also be provided where appropriate.

An initial meeting (via Teams) will be set up with any successful suppliers before any work starts.

Evaluation work is new to some areas of AHDB and as such, it is difficult to predict exact requirements for evaluation validation. It is likely that we will have a busier period for validation work between January and March each year, in line with production of our annual Evaluation Summary Report each April. We estimate that the following may be required:

- 20 to 25 internal evaluation reports and/or cost benefit analysis calculations (or similar) to be validated per year
- Two suppliers validating each report
- Estimated time to validate each report, half a day
- Turnaround time is likely to be around two weeks from receipt of report

## **Budget**

A day rate of £550 is offered, so £275 per half day. (Fixed price for the duration of the contract).

AHDB will identify the anticipated time required to complete a validation piece of work when each piece is distributed to suppliers (e.g. half a day, one day, two days etc.), invoices must not exceed this amount without prior discussion and agreement from AHDB. Work will be shared as equally as possible to all on the framework.

## **Proposal Requirements**

1. Ability to deliver evaluation validation of internally produced AHDB reports and cost benefit analysis calculations (or similar), covering a variety of AHDB work functions, such as research, marketing, market intelligence and knowledge exchange, all relating to the agricultural industry.
2. The proposal should clearly demonstrate the supplier's capability for meeting requirements of AHDB against the evaluation validation lot. Suppliers should be able to demonstrate a track record of providing validation work in either evaluation in the agricultural industry, or agricultural economics.
3. The proposal should include the following details:
  - a. name and full contact details of validator
  - b. whether the validator is suited to evaluation validation and/or agricultural economics validation
  - c. relevant experience and knowledge of validator
  - d. a brief summary of suitability of the validator to meet the validation requirements
  - e. demonstrating, with reference to specific examples, a recent successful track record with similar contracts
4. Details and experience of any third party agencies that will be used to deliver any projects. Clearly indicating the stage in which they would be involved, and the expected extent of their involvement.
5. A process for quality control and consistency with validation work. Higher marks will be awarded where this information is presented in a way that demonstrates how quality control processes impact on/are implemented through validation work.
6. Availability for evaluation validation work throughout the year, with the bulk of work in the first quarter as described.

## **Structure of Submissions and Evaluation Methodology**

**100% of the evaluation weighting will be based on the quality of the proposal.**

- Experience and knowledge of validator in delivering similar projects in terms of evaluation or agricultural economics validation; giving relevant examples of research or evaluation projects conducted on areas such as agricultural productivity, R&D, marketing etc., and evidence of publications in related areas. (60%)
- Demonstrate a clear strategy for maximising validation effectiveness, giving examples where possible of where contracted validation work has improved performance. (20%)
- Present an objective and well-structured proposal which clearly lays out the required information, includes identification of any risks/key dates and demonstrates a process for quality control. (20%)

## Duration of contracts

Contracts for both frameworks will cover a two year period, with the option to extend for a further three periods of 12 months each if required.

## Key personnel and account management

The AHDB's Evaluation Manager will be responsible for management and day-to-day running of both the Lot One Evaluation Support contract and the Lot Two Evaluation Validation contract.

Any queries regarding this specification should be directed through the Bravo portal.

## Terms/conditions of participation

AHDB Terms and Conditions for the supply of goods and services shall apply to any contract awarded as a result of this request for quote. A copy of these can be found on the AHDB website by clicking [here](#).  
**Submission Guidelines**

**All proposals should be submitted and received by 12:00 Noon 30<sup>th</sup> October 2020.**

### Please respond via the Bravo portal

**Please detail within the proposal which lots you are tendering for: Lot One, Lot Two, or Both**

Submissions will remain unopened until after the closing date and time has passed.

Any clarifications are to be sent via the Bravo portal, the cut-off period for clarifications being 23<sup>rd</sup> October 2020.

AHDB will review and evaluate tenders after the closing date, and may seek clarifications from suppliers as part of the selection process. AHDB reserves the right to seek alteration of individual tenders to meet the exact requirements and to decline all tenders should the requirements not be met.

## Timetable

Tender launched – competition published	28.09.2020
Deadline for receipt of responses (12.00 noon)	30.10.2020
Communication of intended awards	24.11.2020
Award of contracts	09.12.2020
Contract commencement	15.01.2021
Lot Two attendance meeting at AHDB main office	04.02.2021

## Examples are relevant to Lot One

### Appendix One: Example of a smaller piece of evaluation support work - extracts from the Pork KE Programme Evaluation specification

*REQUEST FOR QUOTE (RFQ): Pork Knowledge Exchange Programme Evaluation (June 2019 – June 2021)*

#### *Background/Aims*

In April 2018, following a successful Investment Test business case, AHDB launched a 3 year programme of Knowledge Exchange (KE) work through its Pork KE team. This work includes the coordination of Pork Field Trials, PhD and EUPiG activities in order to generate knowledge and produce industry tools and resources, as well delivery of Farm Excellence activities such as Strategic Farms, Technical Events and Pig Clubs/Groups.

This RFQ is seeking a supplier to carry out an interim formative evaluation of the first year of the programme (set up phase) and then a summative impact evaluation on the success of the programme. The supplier shall work in partnership with the AHDB, Pork KE and MI Evaluation teams to deliver the work.

#### Required outputs

Supplier:	<p>The supplier should be able to demonstrate:</p> <ul style="list-style-type: none"> <li>• A track record in evaluation consultancy</li> <li>• Experience of working within the agricultural sector</li> <li>• An understanding of GDPR and its compliance</li> </ul>
Interim report	<ul style="list-style-type: none"> <li>• The interim report should review the progress made towards implementing the Investment Test business case and subsequent delivery in year 1 of the project plan.</li> <li>• Recommendations should be made on how to improve programme delivery, increase uptake and engagement with the pig industry and its stakeholders and maximise impact for the remainder of the plan</li> </ul>
Resources for interim evaluation:	<p>The following are available now:</p> <ul style="list-style-type: none"> <li>• AHDB strategy 2017-2020</li> <li>• Pork KE Investment test business case and feedback</li> <li>• 1<sup>st</sup> year (2018) results from Farm Excellence Impact Survey and cost benefit analysis from year 1</li> <li>• 2018/19 technical events feedback form evaluation</li> <li>• Precision Pig awareness, uptake and benefits/barriers baseline survey</li> <li>• PigPro reports on uptake to date</li> <li>• EUPiG phase 1 report (covering 18mths of delivery)</li> </ul>
End of programme evaluation	<ul style="list-style-type: none"> <li>• The summative impact evaluation should review delivery in years 2 and 3 (building on year 1) of the plan, review uptake and engagement with the pig industry / stakeholders and assess value for money, cost benefit and the end results</li> <li>• Recommendations should be made on future KE activity and ways to improve delivery</li> </ul>
Resources for end evaluation:	<p>The following will become available:</p> <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> and 3<sup>rd</sup> year (2019 and 2020) results from Farm Excellence Impact Survey and cost benefit analysis</li> <li>• 2019-2021 technical events feedback form evaluation</li> <li>• Precision Pig awareness, uptake and benefits/barriers repeat survey</li> <li>• PigPro reports on uptake to date</li> <li>• EUPiG end of programme reports</li> </ul> <p><i>This isn't an exhaustive list and other evidence, case studies etc will be available</i></p>
Industry Stakeholders and	<ul style="list-style-type: none"> <li>• The successful supplier may wish to contact a small number of producers and stakeholders to gain direct feedback. This methodology should be outlined in the quote</li> </ul>
AHDB Staff	<ul style="list-style-type: none"> <li>• Face to face meetings can be undertaken, or attendance at team meetings to ask questions to help inform the evaluation can be made</li> </ul>
Report Template	<ul style="list-style-type: none"> <li>• Please provide a suggested template for the evaluation report</li> </ul>
Project Plan	<ul style="list-style-type: none"> <li>• Please provide a project plan, covering the production of the interim and end of programme report</li> </ul>

Timings	<ul style="list-style-type: none"> <li>• The interim report should be done in Jun-Aug 2019 and made available by end Aug 2019</li> <li>• The full end of programme evaluation should be carried in April/May 2021 and made available by end June 2021.</li> <li>• Invoicing should be after completion of each report</li> </ul>
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## Relevant to Lot One

### Appendix Two: Example of a medium sized piece of evaluation support work - extracts from the Farm Excellence Platform Impact Survey specification

#### *Research objectives*

*AHDB requires an outcomes & impact survey of those levy payers and stakeholders who have directly engaged in its Farm Excellence Platform (FEP). The primary purpose is to deliver an evaluation of the FEP in terms of its actual impact on the ground at a host, attendee and industry level. The secondary purpose is to create an effective organisational baseline measurement to inform forward planning and track performance over time. The survey will determine current levels of perceived benefit and conversion of learning to reasoned action and improvement. A survey based on around twelve key metrics will allow AHDB to evaluate its performance in knowledge exchange as one organisation as well as being able to compare and contrast baseline levels between individual sectors.*

*The initial outcomes & impact survey (Y1) will then be required to be repeated annually in order to measure the progress across the metrics measured in the baseline survey. The successful bidder will be required to carry out three surveys, one baseline (Y1) plus two follow-up surveys (Y2 to Y3), between August 2018 and March 2021. It is anticipated that the fieldwork for each year will be carried out between November and January.*

*The findings of the initial (Y1) baseline survey will need to be delivered by March 2019.*

*Bidders should note that 2018 will be the first time that AHDB will carry out an impact survey for its whole FEP. Previously, surveys have been undertaken and event feedback collated by the individual sectors. Some AHDB sectors conduct surveys annually while others do so on a less frequent basis. Inconsistencies in the methodology and sampling approach and timings of the individual surveys have*



prohibited meaningful or measurable cross-sector comparisons. However, the individual surveys serve an important purpose at sector level, informing strategic plans. AHDB wishes to explore the opportunities for synergistic collaboration within the scope of the single FEP impact survey from 2018 onwards. Several of the sectors ask very similar questions, examples of which are provided in Appendix 3.

### 3. Service Requirement

<p>3.1 Research Objectives</p>	<p><i>In 2018, research is required initially to establish a baseline measurement of around twelve predetermined customer metrics to inform future planning and direction. It is anticipated that eight of these will be generic across the sectors with a further four being sector specific. The generic research metrics chosen need to provide a measure of:</i></p> <ul style="list-style-type: none"> <li><i>i. Awareness of FEP</i> <ul style="list-style-type: none"> <li><i>o How did they find out about the FEP?</i></li> <li><i>o When did they find out?</i></li> </ul> </li> <li><i>ii. Involvement with FEP</i> <ul style="list-style-type: none"> <li><i>o Why did they choose to get involved in the FEP?</i></li> <li><i>o What was their aim for attending?</i></li> </ul> </li> <li><i>iii. Uptake of FEP</i> <ul style="list-style-type: none"> <li><i>o How many FEP events have they attended?</i></li> <li><i>o What has been their uptake of any resulting products/services?</i></li> </ul> </li> <li><i>iv. Learning</i> <ul style="list-style-type: none"> <li><i>o What key messages have they taken from attending FEP events?</i></li> <li><i>o What skills have they improved following attendance at FEP events?</i></li> </ul> </li> <li><i>v. Change</i> <ul style="list-style-type: none"> <li><i>o Have they made any changes following attendance at FEP events?</i></li> <li><i>o If yes, what and why?</i></li> <li><i>o If no, do they intend to make any change?</i></li> <li><i>o Or if no, why not?</i></li> </ul> </li> <li><i>vi. Benefits (economic, social, environmental)</i> <ul style="list-style-type: none"> <li><i>o Perceived benefits of making change</i></li> <li><i>o Realised benefits of making change (economic quantification where possible and considering timescale of farming year)</i></li> <li><i>o Will they continue to realise benefits into the future?</i></li> </ul> </li> <li><i>vii. Satisfaction</i> <ul style="list-style-type: none"> <li><i>o Did the FEP events / meetings achieve their objectives?</i></li> <li><i>o Changes they think could be made to the FEP</i></li> </ul> </li> <li><i>viii. Recommendation</i> <ul style="list-style-type: none"> <li><i>o Would they recommend the FEP (scale 1 – 10)?</i></li> <li><i>o Net Promoter Score</i></li> </ul> </li> </ul> <p><u><i>AHDB will be very much guided by the research supplier in terms of setting the pre-determined baseline metrics.</i></u></p> <p><i>For the 2019 and 2020 surveys, AHDB would like to consider an opportunity to expand the research (in addition to the baseline metrics), to include further themed or sector specific questions.</i></p> <p><i>A final decision on the questions to be included in subsequent surveys for 2019 and 2020 will be decided following the outcome of the 2018 baseline.</i></p>
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<p>3.2 Approach Sampling</p>	<p>to</p> <p><i>The research sample should be broadly representative of commercial growers and producers in England, Scotland and Wales (but not NI which only applies to cereals and oilseeds), by size and farm enterprise type.</i></p> <p><i>It is expected that around fifty levy payer respondents for each of the six AHDB sectors will be surveyed (total approx. 300). AHDB will also require the chosen supplier to survey about fifty key stakeholders (agronomists, vets, consultants and researchers) who have engaged in the FEP.</i></p> <p><i>Prospective research providers should advise on the sampling approach with reference to the following considerations:</i></p> <ul style="list-style-type: none"> <li><i>i. While the FEP is now a common vehicle for delivering Knowledge Exchange across all sectors, each sector is at a different stage of development and will have varying levels of activity in the four key components illustrated in Appendix 1.</i></li> <li><i>ii. The FEP also consists of a variety of different programmes across the sectors - there are different products, services and campaigns used within each sector, examples of which are included at Appendix 2. (Hence, the requirement for a third of the questions to be sector specific). In creating and undertaking the survey, it is important to consider that these sector events and activities are more likely to be how levy payers recognise what they have participated in than the term FEP.</i></li> <li><i>iii. The FEP is increasingly linked to, or represented by, digital resources, tools &amp; media which may be the main or only point of access for some levy payers and stakeholders.</i></li> <li><i>iv. A respondent may also have multiple enterprises qualifying for levy payment, but should be chosen on the basis of, and asked questions specifically relating to, the sector activity which they have engaged with the most. (One respondent = one enterprise).</i></li> <li><i>v. Sampling should be based on producers and growers that have actually attended FEP meetings &amp; events. In addition, AHDB will ask the chosen supplier to also conduct a number of interviews with key stakeholders engaged with the FEP (to be advised once project is awarded).</i></li> </ul>
<p>3.3 Database</p>	<p><i>In order to carry out the research, the appointed supplier will be provided with a database of contacts covering England, Scotland and Wales (not NI). The database will be compiled from those who have engaged directly (attended an event or logged into a webinar) with the FEP (split into levy payers and stakeholders) and who have provided the necessary consent to be contacted for the purposes of this survey. Prospective suppliers are expected to demonstrate a thorough understanding of GDPR requirements and how they would comply with the regulations at every stage of the survey process.</i></p>
<p>3.5 Quality Control</p>	<p><i>The proposal should demonstrate a process for quality control and adherence to MRS code of conduct.</i></p>

	<i>Higher marks will be awarded where this information is presented in a way that demonstrates how quality control processes impact on/are implemented at each stage of the research project.</i>
<b>3.6 Additional Information</b>	<p><i>AHDB will provide the research supplier with details of the FEP programmes as well as examples of past questionnaires. Appendices one to three provide some initial information.</i></p> <p><i>The successful bidder, once appointed, will have access to the details of previous FEP surveys including questionnaires and key considerations about timings, contact lists and sampling frames.</i></p>
<b>3.8 Deliverables</b>	<p><i>Questionnaire for Y1 baseline survey.</i></p> <p><i>Data tables of final results in Excel and a final checked dataset in SPSS. Written report &amp; powerpoint presentation delivered at AHDB offices for each of the Y1, Y2 &amp; Y3 surveys.</i></p> <p><i>For 2019 and 2020, an expanded questionnaire with additional questions and findings delivered in Excel or SPSS as in Y1.</i></p>

## **Supplier proposal**

## Professor Berkeley Hill Form of Tender

### Services for AHDB Evaluation Validation

#### **Contact details:**

Professor Berkeley Hill, Emeritus Professor of Policy Analysis, Imperial College London, and Associate of Agra CEAS Consulting Ltd.

Postal address: 1 Brockhill Road, Hythe, Kent CT21 4AB

Tel: 01303 265312 Mob: 07777698945 E-mail: [b.hill@imperial.ac.uk](mailto:b.hill@imperial.ac.uk)

#### **Specification of Lots**

This proposal relates only to Lot 2 (Evaluation Validation)

#### **Specification of type of service**

This relates to services as an **Agricultural Economist**, though the applicant has experience also in providing general evaluation services. Thus the validator is particularly suited to evaluation validation, with a specialism in validating the economic aspects of evaluation.

#### **Relevant experience and knowledge of validator**

The most recent experience as a validator that has the closest similarity with the current proposal, came in 2020 when Berkeley Hill acted as a validator for eight evaluations carried out by the internal evaluation teams in AHDB. These took the two-page evaluation reports already available as their starting point, but with other material supplied as appropriate. These validations were initially carried out by Berkeley Hill and Dylan Bradley separately but then combined into a single validation report under the banner of IHS Markit but with the signature of both validators attached.

However, this validation exercise came after Berkeley's long record as an academic teaching and researching evaluation, and as a practitioner, both independently and as an associate of Agra CEAS Consulting (now part of IHS Markit). He is used to appraising and advising on studies by other researchers, a form of validation, especially as a reviewer for scientific journals, and can do this in a constructive way. After three decades as a lecturer, senior lecturer and Reader in Agricultural Economics, working in the area of agricultural policy and assessing its performance, Berkeley was awarded a personal chair as Professor of Policy Analysis by Wye College in 1999 and an identical chair in 2000 by Imperial College London, following merger of the two institutions. On retiring from the College in 2005 he was made an Emeritus Professor of Policy Analysis by Imperial College London, a position he still holds.

As a Professor of Policy Analysis, key elements in *Berkeley's academic experience* include the following:

- A knowledge of the theoretical framework which underpins evaluation. This has been developed over several decades. It is set out in Chapter 11

'Understanding the assessment (evaluation) of the CAP and rural policy' in Hill (2012)<sup>1</sup> which deals with all the main concepts, including:

- Interventions as systems (with inputs, outputs, results and impacts - intended and non-intended)
- The importance of checking rationale and objectives (including their SMARTness)
- Identifying assumptions
- Monitoring activities and data collection
- Drawing boundaries of evaluation (time, effects, geographically etc.)
- Establishing causality
- Additionality, and securing the counter-factual
- Valuation of costs and of benefits (especially of non-market goods and services)
- Forms of evaluation (impact evaluation, cost-effectiveness, economic efficiency etc.)
- Single project or whole programme evaluation (synergy, conflict etc).
- A simplified version of this material is contained in Chapter 10 of his textbook *An Introduction to Economics: Concepts for Students of Agriculture and the Rural Sector* (4<sup>th</sup> edition, 2014)
- Berkeley has an accumulated awareness of the literature on evaluation studies of interventions at farm level, including the range of tools (from generic press material, through one-to-many, one-to-one, learning-by-action, discussion groups, bespoke consultancy, etc.) and the circumstances in which they are each appropriate and effective.
- He has published research on methodological issues, including
  - Evaluation within the framework of rural development programmes in the European Union, contrasting this with practice in the USA.
  - Disparities between alternative approaches to establishing farm-level responses (the contrast between relying on self-reporting of impacts and statistically reliable evidence from surveys with control groups)
  - knowledge-transfer (KT) mechanisms appropriate to different agricultural sectors and different groups within the agricultural industry.
- For his contribution to academic work the Agricultural Economics Society (AES) in 2016 made Berkeley an Award for Excellence for his 'Outstanding Contribution to Public Policy'. Earlier (2008/9) he was elected President of the AES.

In terms of *practical experience of evaluation and evaluation*, this has most recently been obtained in projects undertaken jointly with Dr Dylan Bradley of Agra CEAS Consulting (now part of IHS Markit). These have included the following:

- An ongoing evaluation of Farming Connect (funded by the Welsh Government) and covering its wide range of projects delivering knowledge transfer and advice. Part of this involved estimating the benefits to farm

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<sup>1</sup> Hill, Berkeley (2012) *Understanding the Common Agricultural Policy*, Earthscan Food and Agriculture, Routledge.

businesses of participating in Farm Connect activities, and how this compared with the cost of delivering these benefits. The initial contact was extended to provide a monitoring function. Validating existing evaluations that fed into this overall exercise formed a part of the overall assessment.

- A series of evaluations of the Rural Development Programmes in England, Scotland and Wales. These have included *ex-ante*, mid-term *ex-post* and enhanced annual reporting evaluations, and have covered all the support systems and schemes offered under these Programmes. The first of this series was the 2003 mid-term Evaluations of the 2000-2006 Welsh Rural Development Plan (formally contracted to Wye College). The latest have been the evaluation sections of the 2019 Enhanced Annual Implementation Reports for both Scotland and for Wales. Again, reviewing and commenting on existing evaluations of the various schemes, a form of validation, was part of these activities, and in particular there were discussions with staff responsible for project evaluations on the strengths and weaknesses of their approaches, and how improvements could be incorporated at later stages in the evaluation cycle.
- An evaluation of the operation, costs and benefits of the European Commission's Farm Accountancy Data Network (FADN), into which the UK's Farm Business Survey feeds.

*Berkeley's personal practical experience of evaluations includes the following:*

- For the HGCA, an evaluation of a project to spread knowledge of innovative cereal-growing techniques by intensive training of lead farmers and their agronomists (supervisor of project under contract with Imperial College Consultants – ICON). This was in essence a technical evaluation.<sup>2</sup>
- For MAFF an assessment of the systems in place to disseminate the output from the scientific research it had funded to the various sectors of the UK farming industry (supervisor of research under contract with Wye College).<sup>3</sup>
- For MAFF an assessment of alternative support systems for rural areas, involving the interactions and synergies within a complex set of interventions (supervisor of research under contract with Wye College).<sup>4</sup>

*Berkeley and Dylan's joint practical experience of agricultural economic studies includes the following:*

- For the European Parliament a comparison of farm incomes in the EU Member States, which used FADN data as the basis for comparison.

<sup>2</sup> Hill, B. with Gasson, B. and Edwards, A. (2002) 'Evaluation report' Sector challenge wheat project: Transferring new concepts into practice to improve the competitiveness of UK wheat producers'. Project report 262. Home Grown Cereals Authority.

<sup>3</sup> Hill, B. with Gasson, B. (1990) *Socio-economic determinants of the rate of on-farm innovation*. Volume 2. Report to MAFF. Wye College, Department of Agricultural Economics.

<sup>4</sup> Hill, B. (1989) (with Young, N. and Brookes, G.) *Alternative Support Systems for Rural Areas*. Vol 1 – The Report. Vol 2 – The Inventory. Report of a research project for the DoE and MAFF. Ashford: Wye College, Department of Agricultural Economics. ISBN 0-88255-195-1. Vol 1, 201pp, Vol 2 180pp.

- For Eurostat an assessment of the technical feasibility of applying a uniform methodology to the collection of agricultural household statistics across the EU-27.
- For the Welsh Government an assessment of the feasibility of subsidised insurance in the agricultural sector.
- For the Welsh Government an assessment of the social contributions made by agriculture (which might be endangered by Brexit)
- For the AHDB, a series of impact assessments of various Brexit scenarios on agricultural incomes in England, Scotland and Wales.
- For the House of Lords, service as Special Advisors to the EU Committee on price volatility and agricultural volatility.

Much of the above work has appeared in the public domain not only as technical reports for the commissioning bodies but also as papers more widely available, such as in *EuroChoices* and *Journal of Rural Studies*.



### Response to Question 1.2.3

#### The proposal

As noted in the answer to Question 1.2.2, the use of a standard data capture sheet to report the findings of validators is a useful help to ensure consistency of approach across the evaluations of a diverse range of AHDB projects and thus overall quality of the evaluation effort.

In terms of the suitability of the validator to meet the validation requirements, Berkeley Hill has a proven record of being able to meet the requirements of public sector clients and major private sector ones. In addition to those projects undertaken in association with Dylan Bradley of Agra CEAS Consulting (now IHS Markit) mentioned in responses to Questions 1.2.1 and 1.2.2 (AHDB, Welsh and Scottish Governments, Farming Connect, European Commission, European Parliament, Eurostat etc.), Berkeley has acted as a consultant and researcher in a personal capacity for MAFF, Defra, OECD (especially on tax and agriculture), the World Bank, FAO, UNECE, and Eurostat (where for 14 years he was central to the development of its statistics on Incomes of the Agricultural Households Sector (IAHS). This led to the role of editor of two versions of the UN FAO Handbook of Statistics on Rural Development and Agricultural Household Income.

#### Risk elements

In terms of Berkeley Hill's availability for evaluation validation work throughout the year, with the bulk of work being in the first quarter, he can meet the anticipated timing requirements for the next two years, with the possibility of extension.

The turn-round times can be met, as were those in the pilot exercise of validation in early 2020.

There are no potential conflicts of interest that are apparent, and confidentiality and data protection is taken seriously.

Berkeley Hill is in apparent robust health and capable of undertaking the work proposed.

#### Contact details:

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## Response to 1.2.2

### **Demonstration of a strategy for maximising validation effectiveness.**

As noted above in the response to Question 1.2.1, in 2020 Berkeley Hill acted as a validator for eight evaluations carried out by the internal teams in AHDB. These validations were initially carried out by Berkeley Hill and Dylan Bradley separately but then, after discussions, combined into a single validation report under the banner of IHS Markit but with the signature of both validators attached. These reports were submitted in a timely manner and were considered of suitable quality by AHDB.

Maximising the effectiveness of validations is within the evaluation cycle is dependent on achieving well-informed feedback from validators to evaluators of projects and to the designers of the evaluation framework. The validation reports provided by Berkeley Hill and Dylan Bradley contained recommendations for how the methods used to produce the evaluations presented to them could be improved, for example by clearer identification of testable objectives and in establishing the counterfactual. To some extent the evaluators had been constrained by the evaluation plans to which they were working and, as validators, Hill and Bradley hoped to point out where these plans could be modified to enhance robustness and quality of the evaluation. This suggests that the AHDB needs an effective link to the members of the evaluation team that design evaluation plans, something that is outside the direct boundaries of the current validation exercise.

The effectiveness of validation also depends on a consistent approach among the separate validators. To an extent the common data capture form that validators are required to work with encourages consistency and assists with quality control. However, this approach only goes part of the way, and there will be issues about how validators respond to the various questions posed. An individual validator, working alone, will inevitably not benefit from internal discussions that a multi-person workforce can bring. Experience with the eight validations carried out in 2020 as a pilot suggests that different validators generally identify the same issues within an evaluation; where there are areas over which questions arise in completing the common data form by validators, these are usually apparent to different evaluators. Though during the pilot discussions between validators were not encouraged by AHDB (in the interests of maximising independence), in reality some took place. At this more operational stage such discussions do not seem to be discouraged as strongly. Therefore, in the interests of improving validation quality and consistency, permission will be sought from the AHDB to contact the other validator dealing with any particular evaluation to enable methodological or technical issues to be resolved while, at the same time, making it clear that the judgement of the single validator is not to be influenced.

## **Appendix to Annex 2 Amendments to Specification**

The information in Annex 2 is to be read as having been amended by any amendments set out in this Appendix and any other amendments agreed in Writing, which shall be deemed to be included in this Appendix.



### **Annex 3                      Ordering Procedures**

1. AHDB may, in its absolute discretion and from time to time during the Term, order the Goods and/or Services from the Supplier in accordance with the following procedures (the 'Ordering Procedures') and a Call-Off Contract based on the template provided in Annex 4 shall be made or deemed to be made.
- 1.1. AHDB shall provide the Supplier by any appropriate means with a specification of the Goods and/or Services that AHDB requires and subject to any amendment that may be agreed, such specification shall be inserted or deemed to be inserted in any Call-Off Contract that may be agreed.
2. If suppliers other than the Supplier are part of this Framework, AHDB shall decide in its absolute discretion which supplier (which may be the Supplier) is capable and shall be invited to supply the Goods and/or Services.
- 2.1. AHDB may form a short-list of suppliers to undertake work of a particular type applying the Ordering Procedures.
- 2.2. AHDB may consider information that has been supplied by the suppliers or publicly available and consequently exclude certain suppliers.
- 2.3. From the suppliers considered to be capable of supplying the Goods and/or Services, AHDB shall reasonably decide which supplier to invite to supply based upon (a) direct award (see paragraph 3 below) or (b) a mini-competition (see paragraph 4 below) or (c) a hybrid of direct award and mini-competition.
3. If AHDB reasonably believes it has sufficient information to inform its decision, AHDB may select a supplier with which to place an order for provision of the Goods and/or Services without further competition by (a) choosing the one who offered best value for money taking into consideration its speed of available response, quality and price or (b) operating a rota system between capable suppliers who provide similar such value for money (c) by varying the weightings of award criteria as detailed in the invitation to tender/published notice by not more than +/- 10% provided the total weightings is 100%.
4. AHDB may invite the suppliers on the framework (by lot/specialism where appropriate) to take part in a mini-competition in compliance with this Framework Agreement and may select the supplier with which AHDB will place an order applying the criteria indicated in paragraph 3 above and any additional criteria specifically indicated in the invitation to participate in the mini-competition.
5. AHDB may consequently invite the Supplier to provide the Goods and/or Services.
6. The Supplier shall promptly and in any case within three Working Days of its receipt of an invitation to supply the Goods and/or Services inform AHDB in writing whether it accepts that invitation.
- 6.1. In the event that:
  - (a) the Supplier conditionally accepts the invitation, AHDB shall decide whether it accepts the conditions and inform the Supplier. For the avoidance of doubt, AHDB may discuss the conditions with the Supplier before making such decision.
  - (b) the Supplier accepts the invitation or AHDB accepts the Supplier's conditional acceptance pursuant to (a) above, an appropriate and reasonable Call-Off Contract based on the template in Annex 4 with no amendment of its Annex and no Special Conditions shall be deemed to have been agreed and AHDB shall create a purchase order in favour of the Supplier.
  - (c) the Supplier rejects the invitation or AHDB rejects the Supplier's conditional acceptance pursuant to (a) above, the invitation shall lapse and AHDB may offer the order to another supplier.
7. In the event that a Call-Off Contract deemed to be agreed pursuant to paragraph 6.1(b) above is not reduced to writing in relation to any order for the supply of Goods and/or Services that is

confirmed by a purchase order created by AHDB in favour of the Supplier, the deemed Call-Off Contract shall have effect.

8. Any failure by AHDB to comply in full with the Ordering Procedures shall not invalidate the relevant Call-Off Contract or deemed Call-Off Contract and any obligation that would reasonably have been imposed upon AHDB by its compliance in full with the Ordering Procedures shall be deemed to be so imposed. No obligation shall be deemed to be so imposed that is not necessary for compliance in full by AHDB with the Ordering Procedures.
- 8.1. Paragraph 8 shall apply to the Supplier mutatis mutandis.
9. Nothing in this Agreement shall require AHDB to place an order for any Goods and/or Services.

## **Annex 4                      Call-Off Contract Template**

Call-Off Contracts shall be or shall be deemed to be in the format of the template attached electronically to this Annex 4 and shall incorporate the AHDB Terms included therein as such may have been reasonably amended by AHDB.



AHDB Contract for    Call off order form  
Buying Goods and S

**Annex 5****AHDB Terms**

The AHDB Terms are on page 9 of the 'AHDB Contract for Buying Goods and Services' document embedded in Annex 4 of this document and shall apply to this Framework Agreement.