



Department  
for Environment  
Food & Rural Affairs

[www.gov.uk/defra](http://www.gov.uk/defra)

## **Invitation to Tender**

# **Tender for Exploring Contaminant Thresholds In Mineral Fertilisers And Other Fertilising Products**

**Tender Reference: itt\_7991**

## Important Notice

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

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

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

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

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

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

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

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

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

This ITT and the Information is confidential.

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

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

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

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

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## SECTION 1: TENDER PARTICULARS

### GLOSSARY

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

TERM	MEANING
<b>“Authority”</b>	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
<b>“Bravo”</b>	the e-Tendering system used by the Authority for conducting this procurement, which can be found at <a href="http://defra.bravosolution.co.uk">http://defra.bravosolution.co.uk</a>
<b>“Contract”</b>	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
<b>“EIR”</b>	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.
<b>“FOIA”</b>	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.
<b>“Information”</b>	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the [insert name of lot] procurement.
<b>“ITT”</b>	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
<b>“Pricing Schedule”</b>	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
<b>“Regulations”</b>	the Public Contracts Regulations 2015.
<b>“Response”</b>	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
<b>“Tender”</b>	a formal tender in response to this ITT.
<b>“Tenderer”</b>	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
<b>“Timetable”</b>	the timetable set out in Part 2 of this Section.

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

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

## PART 1: GENERAL

- 1.1 The Authority is looking for suppliers for Exploring Contaminant Thresholds In Mineral Fertilisers And Other Fertilising Products. This project will establish baseline data on levels of potentially toxic elements (PTEs) (heavy metal contaminants) in mineral (inorganic) fertiliser products sold in England. It will appraise the domestic implications of setting or reducing thresholds of PTEs across the EU and within the UK.  
The project will also explore the presence of a broader range of contaminants in fertilising products. This project aims to understand what safe and appropriate contaminant thresholds may be for human and environmental health, by critical appraisal of scientific evidence.
- 1.2 This procurement is NOT being carried out in accordance with the Regulations because it is below the relevant financial threshold. However, the Authority will conduct the procedure fairly, openly and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
- the Timetable and process for the procurement;
  - sufficient information to allow Tenderers to submit a compliant Tender;
  - award criteria and evaluation criteria which will be used to assess the Tenders; and
  - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause **Error! Reference source not found.**
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.

- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority, The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

## PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Procurement Activity	Anticipated Date	
Publish Contracts Finder Notice and Bidder Pack	02 <sup>nd</sup> December 2020	
Clarification deadline	Date	Time
	18 <sup>th</sup> December 2020	12:00pm
Bidder Pack / ITT response date	Date	Time
	06 <sup>th</sup> January 2021	12:00pm
Compliance Checks	07 <sup>th</sup> January 2021	
Evaluation	07 <sup>th</sup> January – 19 <sup>th</sup> January 2021	
Moderation Meeting	21 <sup>st</sup> January 2021	
Produce Contract Award Report and Draft Letters	22 <sup>nd</sup> – 27 <sup>th</sup> January 2021	
Approval of Contract Award Report	29 <sup>th</sup> January 2021	
Issue Notification of Intention to Award letters	01 <sup>st</sup> February 2021	
Self-Declaration Due Diligence	01 <sup>st</sup> February 2021	
Finalise Contract and obtain approvals (if required)	15 <sup>th</sup> February 2021	
Contract award / contract issued	25 <sup>th</sup> February 2021	
Contract Start Date	01 <sup>st</sup> March 2021	
Publish Contract Award Notice and Redacted Contract	01 <sup>st</sup> March 2021	

Contract End Date	01 <sup>st</sup> December 2021
Possible Extension	6 months

### **PART 3: COMPLETION OF TENDER**

3.1 By submitting a Tender, Tenderers agree:

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

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

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

#### **Submission of Tenders**

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

3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Tender in accordance with the instructions in Bravo.

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

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

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

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

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

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

### **Clarifications sought by Tenderers**

- 3.13 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.14 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.15 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive; and/or
  - all Tenderers may benefit from its disclosure,

the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.

- 3.16 The Authority may not respond to a request for clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

### **Changes to Tenders**

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

### **Receipt of Tenders**

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

### **Acceptance of Tenders**

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

### **Costs of Tendering**

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

### **Clarifications sought by the Authority**

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

### **Confidentiality of the ITT and related documents**

- 3.25 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.26 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
  - the Authority gives prior consent in writing to the disclosure;
  - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
  - the Tenderer is legally required to disclose the information.

- 3.27 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.28 All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.29 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

**Confidentiality: References and third-party evaluators:**

- 3.30 When providing details of contracts as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.31 The Authority may contact any named customer contact given as a reference or otherwise referred to as part of a Tender (and including any contacts or references given as part of the Tenderer's PQQ response). The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.32 Subject to clauses 3.34 to 3.38 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.33 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

**Commercially sensitive information and Freedom of Information**

- 3.34 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.35 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify such information as confidential or commercially sensitive;
  - explain the potential implications of disclosure of such information; and
  - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.

- 3.36 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.37 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.28 and 3.29). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.38 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

### **Disclaimers**

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

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

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

## **Canvassing**

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

## **Conflicts of Interest**

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

## **Changes to a Tenderer's Circumstances**

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

## **Sub-Contracting**

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

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

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

### **Pricing**

3.50 Prices must be submitted in £ Sterling exclusive of VAT.

3.51 The Contract is to be awarded as a fixed price, which will be paid according to the deliverables stated in the Specification of Requirements.

3.52 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any Tender.

### **Notification of Award and Standstill**

3.53 The Authority will notify successful and unsuccessful Tenderers of its decision. There will be a ten (10) days standstill period before the Authority enters into the Contract.

### **TUPE (Not Applicable)**

## **PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY**

4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement. Tenderers should note that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website <https://www.gov.uk/contracts-finder>. In some circumstances, limited redactions may be made to some contracts before they are published.

## **PART 5: ARMED FORCES COVENANT**

5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

5.2 The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

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

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

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)  
Address: Armed Forces Covenant Team  
Zone D, 6th Floor, Ministry of Defence,  
Main Building, Whitehall, London, SW1A 2HB

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

## SECTION 2: EVALUATION

Evaluation comprises the stages set out in the table below. More information on evaluation criteria is set out in Bravo

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	<p>This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 5 of the response form in Bravo and Part 1 of this Section 2 below (in respect of economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	Pass/Fail
Stage 3	Technical & Professional Ability – Project Specific Requirements) (Technical Questionnaire)	<p>This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.</p> <p>Some requirements are mandatory and if you cannot provide them your Tender may be rejected.</p> <p>Scored as 70% weighting of the total available score,</p>	<p>Scored</p> <p>E01 Sustainability Weighting= Pass/ Fail</p> <p>E02 Equality &amp; Diversity Policy Weighting= Pass/ Fail</p> <p>E03 Proposal Quality Weighting = Worth up to 55%</p> <p>E04 Relevant Expertise &amp;</p>

		consisting of the following breakdown of questions:	Degree of Experience = Worth up to 25%  E05 Project Management, Quality Assurance, Risk Management and Mitigation Weighting = Worth up to 20%
Stage 4	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule on the ITT and Bravo.	Scored weighting 30%
Stage 5	Final score / Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 5</p> <p>The final score is calculated as follows:</p> <p>Total Technical Quality Requirements will make up to a maximum of 70% of total score. (Stage 3)</p> <p>Total Price Requirements will make up to a maximum of 30% of total score. (Stage 4)</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>	

- 1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings in clause 1.3 are applied.
- 1.2 Each question will be scored separately, and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
- the total quality scores awarded will form **70%** of the final score;
  - The score awarded for price will form **30%** of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.
- 1.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant

evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

- 1.6 Questions asked by the Authority to evaluate submission's Technical Quality can be found on Bravo. These are repeated as Appendix C of this ITT for information purposes.
- 1.7 The method for scoring price can be found on Bravo.
- 1.8 The submissions against the Technical Quality questions E03 – E05 will be evaluated using the following scoring criteria:

For a score of 100: Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

For a score of 70: Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

For a score of 50: Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

For a score of 20: Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of 0: Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response to any scored question the Authority may choose to reject the Tender.

The commercial evaluation will be based on a total price and bidders will be required to provide a full price breakdown of each work package, per year and matched against milestones.

The Authority is keen to receive tenders that are value for money. The project is for a fixed cost. Cost should reflect the scope and quality of the work. Competitive day rates for staff based on grades; and number of days should be provided; including a detailed breakdown for equipment, consumables; overheads and travel costs. In summing up the price; bidders should focus on methods and approaches that are suited to the requirements set out in the specification.

Where subcontractors or joint contractors are used, a separate breakdown for each should be provided in addition to the overall project costs.

Day rates for all staff should be provided along with a general description of duties.

The weighting and maximum marks available for the price (Stage 4) will be 30% and will be awarded to the Tenderer with the lowest Total Price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 30 \text{ (Maximum available marks)}$$

For example, if three Tender Responses are received and Tenderer A has quoted £30,000 as their total price, Tenderer B has quoted £50,000 and Tenderer C has quoted £60,000 then the calculation will be as follows:

$$\text{Tenderer A Score} = \frac{£30,000}{£30,000} \times 30 \text{ (Maximum available marks)} = 30$$

$$\text{Tenderer B Score} = \frac{£30,000}{£50,000} \times 30 \text{ (Maximum available marks)} = 18$$

$$\text{Tenderer C Score} = \frac{£30,000}{£60,000} \times 30 \text{ (Maximum available marks)} = 15$$

**Commercial Pricing Breakdown applicable to this ITT is on Bravo. This should be downloaded; completed and attached to the commercial envelope.**

**\* Please Note:**

Tenderers must be aware that all bids are submitted in acceptance of agreed Defra terms and conditions of contract. Any clarifications regarding terms and conditions must be discussed & agreed during the tender period. No discussion of terms and conditions of contract shall be held following tender submission. Failure to agree with the terms and conditions of contract post tender shall result in a bid being deemed non-compliant

## SECTION 3: SPECIFICATION OF REQUIREMENTS

### Summary

This project will establish baseline data on levels of potentially toxic elements (PTEs) (heavy metal contaminants) in mineral (inorganic) fertiliser products sold in England. It will appraise the domestic implications for England of thresholds of PTEs being set or reduced across the EU and within the UK.

The project will also explore the presence of a broader range of contaminants in fertilising products. This project aims to understand what safe and appropriate contaminant thresholds may be for human and environmental health, by critical appraisal of scientific evidence.

Term	Definition
BGS	British Geological Survey
EU	European Union
ELM	Environmental Land Management
P	Phosphorous
PAHs	Polycyclic Aromatic Hydrocarbons
PLA	Poultry Litter Ash
PTEs	Potentially Toxic Elements
PA	Publicly Available Specification
SCU	Survey Control Unit

### 1. Background

- 1.1. Fertilisers are widely used as a source of nutrients to increase crop productivity and yield. However, fertiliser use can also lead to soil, water and air pollution from the nutrients themselves and from the trace levels of contaminants they may contain, which have potential to accumulate in the environment and enter the food chain.
- 1.2. Defra's 25 Year Environment Plan, Clean Air Strategy, Net Zero target and BEIS' Clean Growth Strategy promote the ambition of further reducing pollution from fertilisers (among other sources) to achieve cleaner soil, air and water without compromising productivity or output.

- 1.3. Fertilisers are defined in the Agriculture Act<sup>1</sup> as “any material which, for the purpose of the cultivation of plants or fungi, is intended to supply plants or fungi or their seeds or spores with nutrients or to improve nutritional efficiency” and may be inorganic derived from mineral rock, or organic derived from organic material such as manure. Various domestic regulations apply to fertiliser use and manufacturing and marketing in the UK<sup>2,3</sup>. European Union (EU) level regulations<sup>4</sup> have also been retained into UK law following the UK’s withdrawal from the EU, until further policy development to revoke or update them. Specific domestic regulations<sup>5,6</sup> require stricter rules to prevent water pollution from agricultural pollutants in more vulnerable locations.
- 1.4. The Sludge (Use in Agriculture) Regulations<sup>7</sup> set limits for average annual rates of addition for certain PTEs in biosolids (treated sewage sludge) and pH dependent limits for these PTEs in soil when biosolids are applied to agricultural land. Further controls for waste-derived fertilisers are provided by the Quality Protocol for the production and use of poultry litter ash (PLA)<sup>8</sup>, the publicly available specification (PAS)100 for compost<sup>9</sup> and PAS 110<sup>10</sup> for digestate, which contain limits for contaminants, including PTEs and dioxins for PLA, pathogens, PTEs and physical contaminants for source separated composts and digestates, and, additionally, weed seeds for composts, when these products are used in agriculture in the UK.
- 1.5. The EU has adopted an approach of controlling contaminant accumulation in the environment and consumer consumption by introducing maximum thresholds for contaminant content within a fertiliser product below which product are deemed safe to apply to land. The EU threshold levels for the PTE cadmium (Cd) in EU fertilisers has been set at 60mg/kg from July 2022 and thresholds will be reviewed by 2026, giving space for reductions<sup>11</sup>. Reflecting the growing use of recycled or organic fertilisers (e.g. digestate, source separated compost, ash-based fertilisers, biochar or struvite) and products to improve nutrition efficiency (inhibitors, bio-stimulants), acceptable thresholds are being harmonised at EU level. These EU thresholds will not apply in the UK. Decisions on whether to adopt a similar approach remain.
- 1.6. Phosphorous (P) based fertilisers are manufactured from geologically sourced (mined) phosphate rich rock, which naturally contain metals and other elements; PTE content varies both locally and regionally due to differences in underlying geology throughout the world. Accordingly, contaminant levels in inorganic P fertilisers will relate to supply chains and

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1 Agriculture Act, 2020; [https://www.legislation.gov.uk/ukpga/2020/21/pdfs/ukpga\\_20200021\\_en.pdf](https://www.legislation.gov.uk/ukpga/2020/21/pdfs/ukpga_20200021_en.pdf)

2 Fertiliser regulations, 1991; <https://www.legislation.gov.uk/ukxi/1991/2197/contents/made>

3 The Fertiliser Regulations 1992; <http://www.legislation.gov.uk/nisr/1992/187/contents/made>

4 EU Regulation 2003/2003; <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:02003R2003-20190718>

5 The Reduction and Prevention of Agricultural Diffuse Pollution (England) Regulations, 2018; <http://www.legislation.gov.uk/ukxi/2018/151/made>

6 The Action Programme for NVZs (England and Wales) Regulations, 1998; <https://www.legislation.gov.uk/ukxi/1009/1202/contents/made11>

7 The Sludge (Use in Agriculture) Regulations 1989; <https://www.legislation.gov.uk/ukxi/1989/1263/introduction/made>

8 Wrap, 2012a. Quality Protocol. Poultry Litter Ash. End of waste criteria for the production and use of treated ash from the incineration of poultry litter, feathers and straw; <https://www.gov.uk/government/publications/quality-protocol-poultry-litter-ash>

9 British Standards Institution, 2011. PAS 100. Specification for composted materials.

10 British Standards Institution, 2010. PAS110. Specification for whole digestate, separated liquor and separated fibre derived from the anaerobic digestion of source segregated biodegradable materials; <http://www.wrap.org.uk/content/bsi-pas-110-specification-digestate;>  
[http://www.wrap.org.uk/sites/files/wrap/PAS%20100\\_2011.pdf](http://www.wrap.org.uk/sites/files/wrap/PAS%20100_2011.pdf)

11 EU fertiliser Regulation (2019/1009); <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32019R1009>

provenance; common P fertilisers have been seen to contain between <1 to 300 mg/kg of Cd in dry product<sup>12</sup>.

- 1.7. Fertilising products may contain a wide variety of other contaminants such as micro-plastics, macro-impurities such as glass, metal and plastic<sup>13</sup>, a wide range of organic contaminants, including dioxins and polycyclic aromatic hydrocarbons (PAHs)<sup>14</sup>, and pathogenic microorganisms<sup>15</sup> with levels dependent upon how they have been produced.
- 1.8. Fertilisers are not the only possible source of contamination to soil. Background levels of metals and other contaminants in the soil vary locally in the UK due to underlying geology, compounded by historic industrial activity.
- 1.9. In 2011, Defra commissioned the British Geological Survey (BGS) to map background levels of PTEs and other contaminants in soils<sup>16</sup>. The results indicated significant variability (see Figure 1) e.g. for cadmium. Typical levels for cadmium were ~1 mg/kg soil (89% of the surveyed area) but were reported as high as 17mg/kg in some areas of high mineralisation (<1% of surveyed area).
- 1.10. Soil contaminant levels are also affected by atmospheric deposition (from fires/pollution) and land application of sewage sludge or manure. As such, blanket thresholds on contaminant levels and loading rates of fertiliser to soil may not lead to consistent levels of PTE contamination in crops, forages or livestock and an alternative approach is setting maximum limits for contaminants in soil following the approach taken in the Sludge (Use in Agriculture) Regulations<sup>7</sup>.
- 1.11. There is a need to understand the impacts of adopting contaminant thresholds in England (and wider UK) fertiliser regulations, following a similar approach to the EU, or adopting alternative approaches, on the economy, fertiliser availability/security of supply, farming practices and pollution, both in the short and long-term. Considerations include unintentionally favouring some fertiliser sources over others with possible productivity implications, greater demand for household fertiliser products without threshold regulations, and implications for production, sale and application of novel fertiliser products (e.g. digestates).

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12 Gupta, D.K., Chatterjee, S., Datta, S., Veer, V. and Walther, C. 2014. Role of phosphate fertilizers in heavy metal uptake and detoxification of toxic metals; *Chemosphere* 108: 134-144;

<https://reader.elsevier.com/reader/sd/pii/S0045653514000964?token=869B842B922E117B19A97D47E1533E62CD38376324064844D70C6A2847ADCCD6FFC6CF675A3B0F89BE0480B8732DD000>

13 Chen, T., Zhang, S., Yuan, Z., 2020. Adoption of solid organic waste composting products: A critical review; *Journal of Cleaner Production* 272; <https://www.sciencedirect.com/science/article/pii/S0959652620327591>

14 H. Rigby, A. Dowding, A. Fernandes, et al., 2020. Concentrations of organic contaminants in industrial and municipal bioresources recycled in agriculture in the UK, *Science of the Total Environment*; <https://doi.org/10.1016/j.scitotenv.2020.142787>

15 J. J. Coelho, M. Luz Prieto et al., 2018. Physical-chemical traits, phytotoxicity and pathogen detection in liquid anaerobic digestates, *Waste Management*, 78, 8-15; <https://doi.org/10.1016/j.wasman.2018.05.017>.

16 Defra project SP1008. 2012.

<http://scienceresearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=17768>

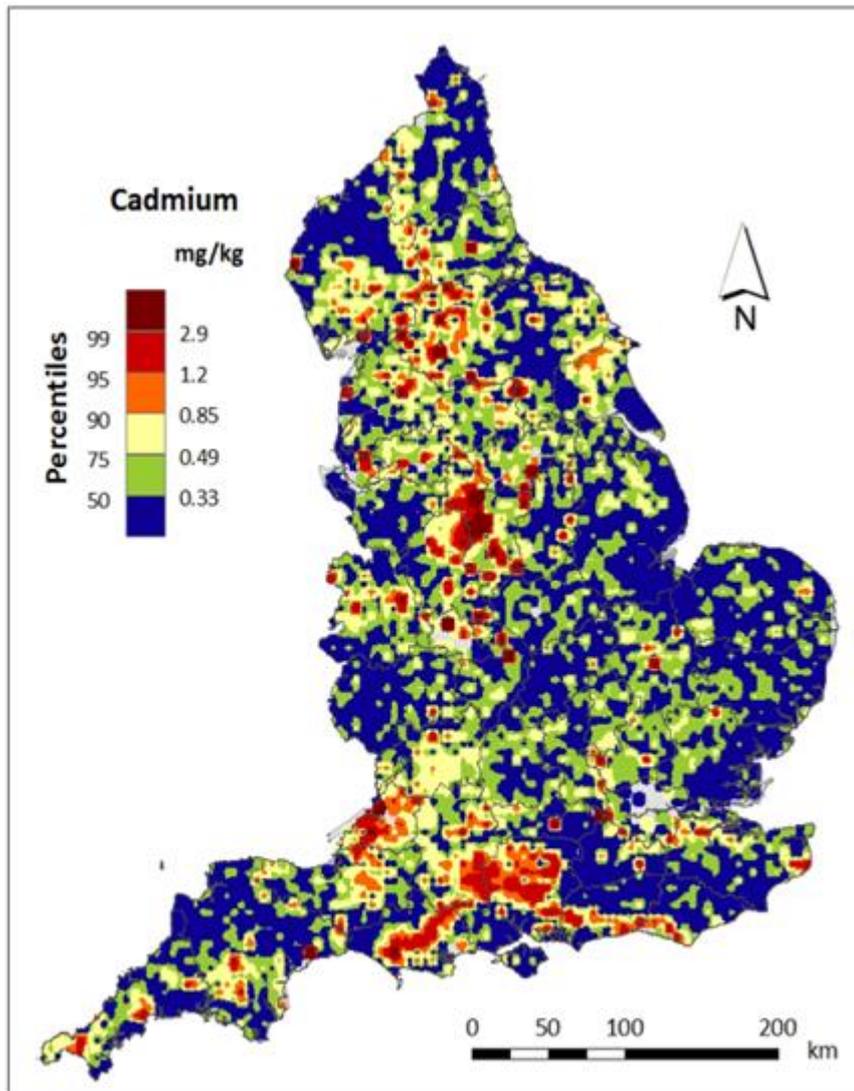


Figure 1: Background levels of soil Cd contamination in England – source Defra project SP1008 – Establishing data on background levels of contamination<sup>16</sup>

## 2. Aims and Objectives

2.1. The aim of this project is to develop the evidence base to ensure that an up to date, safe, proportionate and effective UK regulatory framework can be developed to ensure the safety and sustainability of our agri-food system. It will build on evidence that underpinned the UK's position during development of EU Regulation (2019/1009) and ensure regulations and guidance facilitate delivery of Defra's goals of clean air and water, and a safe food supply (25 YEP, CG Strategy, Air Quality Strategy, Net Zero).

## 2.2. Key objectives of this project

### 2.2.1. Work Package 1

- 2.2.1.1. The objective of work package 1 is to collate and synthesise evidence on risk from contaminants and establish baseline levels of PTE contaminants in mineral fertilisers sold across England and look more widely to consider evidence gaps for other contaminants across a broader range of fertiliser products. It is likely to comprise:
- 2.2.1.2. A literature review to cover:-
- The risks to the food chain and the environment from PTEs in mineral fertiliser products, and a wider range of contaminants (including PTEs, organic contaminants, macro-impurities e.g. plastics, glass, etc. and pathogenic microorganisms) in fertilising products as defined under the Agriculture Act (excluding bio-stimulants and inhibitors).
  - Identify evidence gaps for all relevant fertilising products and provide recommendations for data collection to establish robust estimates of the concentrations of the most relevant contaminants.
  - Identify any factors (e.g. product types, crops or contaminants) which could drive divergence between thresholds that are appropriate in England and in the Devolved Administrations (see WP2).
- 2.2.1.3. Establish robust estimates of the current levels of the most relevant contaminants from fertilisers in terms of risk to the food chain and the environment, as identified in the literature review (this is likely to include the PTEs cadmium, mercury, nickel, chromium, lead and arsenic from inorganic mineral fertilisers). This will likely require research on the main producers and general levels of metals from each producer and sampling/laboratory analysis of products (or purchase of existing data), and an estimated range of application levels;
- 2.2.1.4. Establish robust estimates of current levels of those relevant contaminants in agricultural soils across the UK.

### 2.2.2. Work Package 2

- 2.2.2.1. The aim of this work package is to define and appraise different options for controlling those contaminants in fertilisers posing the highest risk, as identified in WP1. It will:
- a. Define appropriate options and appraise the requirement for threshold regulation in fertilisers available to England, such as replicating thresholds from EU 2019 regulations, higher and lower threshold levels. Identify technical factors, if any, that may preclude an equivalent approach elsewhere in the UK.
  - b. Define methods other than threshold setting, which take account of application rates and soil loading (e.g. a regulation on baseline value and a limit soil increase per year); and lessons learned in other countries;
  - c. Produce analysis showing how the various threshold level regulation options relate to the estimates of current levels in fertilisers used and current levels within soils (from WP1), using an appropriate model if required to establish

whether current estimates are above or below threshold options, to determine direct impact of threshold options;

- d. Produce analysis of the wider impacts of the proposed threshold options, taking future scenarios including the new Environmental Land Management (ELM) scheme into account, on:
  - o price, availability and supply of inorganic fertiliser;
  - o scope for organic materials to offset any shortfall in mineral P supply;
  - o potential production impacts;
  - o wider environmental impacts;
  - o potential cost to industry;
  - o potential impact of use of alternative organic materials including novel fertiliser materials such as bio-stimulants and inhibitors;
  - o technical implications for a common threshold in regulation(s) across the UK as compared to different regimes in devolved administrations, as considered in the literature review in WP1.

### 2.2.3. Work Package 3

2.2.3.1. The aim of this work package is to produce a final report for Defra, and complete appropriate knowledge exchange and dissemination of the results. It will:

- Submit a draft final report, which will be quality assessed by Defra. Any changes required will be made before the final report is submitted
- Produce a final report covering work completed and findings in this project  
Present a high-level summary of the work and findings to Defra and relevant stakeholders. Any further dissemination will be discussed and agreed with Defra.

### 2.2.4. Work Package 4

2.2.4.1. The aim of this work package is to allow call-off days for expert advice. Call-off days may need to be used on an ad-hoc basis. These will be used for the provision of expert advice on fertilisers and contaminants in response to policy evolution and/or project findings for work beyond the scope as defined. There is no minimum or maximum defined, as call-off days may not be necessary at any point of the project. Call off time could be instructed across a blend of grades, if required by Defra. It would be agreed, case-by-case, what the tasks and deliverables would be, and how much time would be drawn down. The day-rates by grade shall be set out by the bidder within their proposal, in a separate workbook labelled appendix G; call-off rates workbook. The cost of these days will not be included in the cost of the bid, considering that the ad-hoc/ call off may not occur.



Call-Off Rates Work  
Book.xls

2.2.4.2. A work order form, table A will be utilised for the call-offs. This is also included as an appendix to the ITT. Upon receipt of a work order form, the successful contractor will be required to prepare and submit a proposal describing how they would deliver the ad -hoc work, a delivery programme and a pricing table listing the inputs from the staff grades listed in the Call -off rates work-book'

**Table A: Creating an Enabling Regulatory Environment for Enhanced Efficiency Fertilisers**

*To be completed at time of initial inquiry and modified as work progresses*

<b>Person completing form</b>		<b>Date</b>	
<b>Title</b>			
<b>Request Ref No</b>			

<b>Defra contact details</b>	<b>Requestor</b>	<b>Recipient of deliverables (if different)</b>
Name	tbd	
Telephone		
Mobile		
Email	@defra.gov.uk	

<b>Subject of request</b>	
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### 3. Methods and Outputs

- 3.1. The project will commence with successful contractors meeting with Defra Farming Science officials to refine study scope, methods and relevant details of approach.
- 3.2. The first work package will begin with the literature review and where necessary, buying data/collecting and undertaking supplementary testing of samples to ensure robust estimates are gained. Any laboratory analysis and sampling will be undertaken by experienced technicians in line with best practice guidance on sampling, sampling tools, containers, labelling, handling and storage. Laboratory analysis shall be undertaken by appropriately accredited laboratories.

- 3.3. The second work package will take these estimates and use appropriate analysis tool(s)/model(s), to assess the direct and wider impacts of introducing threshold(s) and alternative approaches, including supply stability, trade, cost to industry, and use of alternative organic fertilisers etc. under various relevant threshold options, projecting impact analysis into the future where possible.
- 3.4. There will be draft and final reports, inception, progress and close out meetings. A project plan shall be presented at the inception meeting. In the third work package, the final report shall be accompanied by knowledge exchange (KE) materials, including briefing notes on individual topics, infographics and collated case studies. In addition to the final report, a high-level presentation summarising work and findings shall be produced for KE purposes.

#### **4. Expertise required**

##### **4.1. Bidders will need:**

- i. Strong project management skills to ensure that deliverables are produced to time and quality.
- ii. Experience and expertise on fertilisers, fertiliser regulation, agronomy as well as agricultural and horticultural botany.
- iii. Experience designing trial protocols and delivering sampling/laboratory analysis.
- iv. Experience developing and undertaking surveys in line with Defra guidance.
- v. Understanding of fertiliser regulations domestically, across EU and internationally.
- vi. Be able to synthesise existing literature and clearly summarise and describe key findings systematically.
- vii. The ability to critically analyse evidence and identify and explain the underlying limitations/drawbacks.
- viii. Strong drafting and report writing skills, including the ability to communicate complex technical information to a mixed audience.
- ix. Good connections across crop, horticulture and fertiliser research and businesses.

#### **5. Geographic scope**

- 5.1. The geographic scope of the work will be England with consideration of the implications of the results for wider UK agriculture.

#### **6. Dissemination of project outputs**

- 6.1. Defra will retain ownership of all outputs produced from this research and final sign-off on all publications, in keeping with standard terms and conditions for Defra-funded research.

6.2. Draft and interim reports will be confidential. All reports are to be completed as per standard Defra template formats<sup>17</sup> (EVID-3; EVID-4).

## **7. Payment methods**

7.1. Payments will be apportioned to scheduled milestone reports; funds to be receipted upon QA of associated milestone report. This is in keeping with standard approach for Defra-funded R&D.

## **8. Survey Control**

8.1. Defra has survey control procedures in place to ensure that we minimise the burden it places upon businesses, local authorities and members of the public.

- a) Any structured direct approach made or sponsored by Defra, its Agencies or Non Departmental Public Bodies and designed to obtain aggregated data should be assessed and approved by the Survey Control Unit (SCU) before it is conducted.
- b) Approval is an internal process - Defra will submit survey materials to the SCU, which typically takes up to four weeks to consider submissions. The Appointed Contractor will need to undertake revisions, if required, to gain approval. Time for this process should be factored in to the Project Plan.
- c) Not all surveys require approval from Defra SCU. Small surveys (< 25 individual respondents), surveys addressed to respondents in central Government or its Agencies, surveys where respondents select themselves, readership surveys (where a questionnaire is sent out together with the material concerned), and informal consultation (invitation to comment generally rather than a structured list of questions) do not fall in scope for requiring approval.

8.2. If in doubt, Appointed Contractors should liaise with Defra before undertaking survey work. Tenders should clearly state assumptions made regarding time/costs allowed for liaising with Defra on survey approvals.

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<sup>17</sup> <https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about/research>

## **Section 4: Governance and Contract Management**

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 5 and Section 6 below.
2. An official within Defra will act as the Project Officer responsible for the day to day management of the contract. The Supplier will appoint a Project Manager who will act as the principal point of contact for Defra. Tenderers may propose consortium or subcontracting arrangements but should provide a single manager responsible to Defra for fulfilment of the contract and for liaison with Defra's contact person.
3. The Supplier will be required to provide the Project Officer at Defra with regular progress updates. The form of these updates will be agreed in the inception meeting but is likely to involve weekly project management telephone meetings initially, changing to every two weeks when project is well-established. The Supplier will also agree to make all reasonable efforts to meet with Defra officials as and when required.
4. Following completion of a deliverable a 'Post-Assignment Feedback' review will be undertaken with key members of the programme team to discuss what was achieved, what went well and any opportunities for improvement on future assignments.
5. The Supplier shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline. Tenderers should provide an assessment of risks and countermeasures in a risk management plan as part of their submission.

### **6. Efficiencies and Continuous Improvement in Service Lifetime**

- 6.1. During the Contract, the Contractor shall look to develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
- 6.2. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which shall include, but are not limited to:
  - New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
  - Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.

### **7. Performance Management**

- 7.1. Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 7.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework.

The proposed KPIs are set out in Section 4 and Section 5.

## Travel and Subsistence

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

### Rail Travel

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

### Mileage Allowance

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

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

\*\* Under HMRC rules this expense is taxable.

### UK Subsistence

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

## SECTION 5: PERFORMANCE MANAGEMENT FRAMEWORK

### 1. Overview of the PMF

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
  - Contract Management
  - Delivery and Support
  - Quality of Service
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

### 2. Management of the PMF

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority; who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.
- 2.5. The Authority reserves the right to amend the existing KPI's detailed in Section 5 or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

### Section 6: Key Performance Indicators (KPI's)

KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
<b>KPI 1 – Project Deadlines</b>	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline, or less than one day but later than the agreed time if a restricted timescale.	Meets expectations - All deliverables sent to the Authority on time
	Invoices to be received within three (3) working days of the end of each month.	Invoices quote the correct PO, Contract number, the Authority Contact, and qualitative description of the work being done.			
<b>KPI 2 – Invoices</b>	Invoices and associated deliverables should be clearly linked.	Invoices must be clearly itemised: specific milestones and deliverables should be explicitly listed.	Invoices received by the Authority which contains inaccuracies and/or greater than 10 (ten) working days after the agreed deadline.	Invoices received by the Authority greater than 5 (five) working days after the end of the month, and/or contains some inaccuracies.	Meets expectations - All invoices received by the Authority on time and accurately reflect agreed work

	Note partial payment for milestones is not permissible: only completed milestones and deliverables are chargeable.	Associated reports should be clearly and explicitly linked to invoices to help financial tracking.			
<b>KPI 3 – Quality of Deliverable: Error Free</b>	Deliverables are accurate and free of errors.	Deliverables reviewed by the Authority for accuracy.	A significant error is identified that results in published documents or National Statistics being amended by Defra. Or an error is identified that results in Government incurring financial damages or significant reputational harm.	An error is identified that does not result in published documents or National Statistics being amended	Meets expectations – No errors within deliverables
<b>KPI 4 – Check point risk Assessment</b>	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept up to date throughout the project. Evidence should be provided that risks are proactively managed.	Risk Assessment is not kept up to date and known risks are not communicated on the Risk Assessment	Risk Assessment is kept up to date but communication on the Risk Assessment is incomplete	Risk assessment is kept up to date and remains appropriate for use

<p><b>KPI 5 – Monthly activity check-in with Authority</b></p>	<p>Contractor will give Authority monthly updates on project progression, any foreseen blockages or issues</p>	<p>Contractor will contact Authority at least monthly (email/phone/videocall) with relevant updates</p>	<p>Contractor goes more than 3 months without contacting Authority with relevant updates, OR without stating known future potential issues</p>	<p>Contractor goes more than 2 months without contacting Authority</p>	<p>Contractor contacts Authority at least monthly, stating project activities and any future potential issues</p>
<p><b>KPI 6 – Quality of Deliverable: Report QA</b></p>	<p>A credible QA development plan is in place with time bound deliverables to implement Defra Quality Assurance Guidelines for Reports. QA logs are implemented and accurately maintained for all Reports.</p>	<p>A credible and time bound plan to implement Defra QA Guidelines for Models is in place and adhered to. The guidelines are implemented within the lifetime of the Contract. QA logs are accurately maintained and annually updated.</p>		<p>Lack of a model QA development plan, a significant inaccuracy in the QA log or a failure to maintain the model to the required standard</p>	<p>Meets expectations</p>

## APPENDIX A

### FORM OF TENDER

To be returned by 12:00pm (UK time) on **06<sup>th</sup> January 2021**.

Elizabeth James  
Procurement Advisor  
Department for Environment, Food and Rural Affairs  
Procurement and Commercial Function  
Nobel House  
17 Smith Square  
London, SW1P 3JR

**TENDER FOR THE: Exploring Contaminant Thresholds In Mineral Fertilisers And Other Fertilising Products**

Tender Ref: itt\_7991

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1. We have examined the invitation to tender and its schedules set out below (the **ITT**) and do hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing **01<sup>st</sup> March 2021** for the period specified in the ITT.
  - Tender Particulars (Section 1)
  - Specification of Requirements (Section 3)
  - Form of Tender (Appendix A)
  - Authority's Conditions of Contract (Appendix B)
2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
  - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
  - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
  - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
  - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;

- e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and
- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:

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

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

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

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

**Signed**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**In the capacity of**

\_\_\_\_\_

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

\_\_\_\_\_

**Postal Address**

\_\_\_\_\_

**Post Code**

\_\_\_\_\_

**Telephone No.**

\_\_\_\_\_

**Email Address**

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**APPENDIX B**  
**AUTHORITY'S CONDITIONS OF CONTRACT**  
**Upload on Bravo**

## APPENDIX C

### TECHNICAL EVALUATION QUESTIONS

If a Tenderer receives a 'Fail' in any of the questions E01 - E02 they will be eliminated from the procurement.

If a Tenderer scores 20 or less using the 'Scoring Criteria' in Section 2: Tender Evaluation (Paragraph 1.8); for any of the questions E03-E05 the Authority may choose to reject the Tender.

The technical evaluation will account for **70%** of the total marks.

#### **E01 Sustainability (Weighting - Pass/Fail)**

The Authority has set itself challenging commitments and targets to improve the environmental and social impacts of its estate management, operation and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement published at:

<https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement>

Within this context, please explain your approach to delivering the services and how you intend to reduce negative sustainability impacts. Please discuss the methods that you will employ to demonstrate and monitor the effectiveness of your organisation's approach.

#### ***Evaluation Criteria:***

Your response must:

- Demonstrate that there is a sustainable policy in-place.
- Provide evidence how you will reduce the environmental impacts of delivering this contact that may include the following;
  - Using innovative sustainable tools, techniques and technologies
  - The procedures and systems in place for communicating what needs to be done to improve sustainability to those engaged on this contract;
  - Explain how you measure sustainability performance and be able to report to the Authority on progress if required.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing sustainability.

Please upload your response with filename 'Your Company Name\_E01'. Your response must be no more than 2 side of A4, minimum font size 10. Your Sustainability Policy will be accepted in addition to this limit.

## **E02 Equality and Diversity Policy (Weighting - Pass/Fail)**

The Authority is committed to promoting equality and diversity within its operations and service delivery. Please describe your organisation's commitment to equality and diversity and how you ensure that compliance with relevant legislation is achieved and maintained. Please describe how you will promote equality and diversity in relation to the delivery of this Contract. Please also provide a copy of your equality and diversity policy or an equivalent document.

Evaluation Criteria:

- Includes a copy of the Tenderer's equality and diversity policy or an equivalent document which shows their organisation's commitment to equality and diversity and confirms their compliance with relevant legislation.
- Describes how the Tenderer will promote equality and diversity in relation to the delivery of this Contract.

A Fail will be allocated to those responses that are not able to demonstrate any evidence of addressing equality and diversity.

Please upload your response with filename 'Your Company Name\_E02'. Your response must be no more than 2 side of A4, minimum font size 10. Your Equality and Diversity Policy will be accepted in addition to this limit.

### **Questions E03 - E05 are scored as per the criteria outlined in Section 2: Tender Evaluation (Paragraph 1.8 above)**

The Technical weighting of Bravo will be calculated at 100% of the total score available initially.

E03 is worth 55% of the technical score available

E04 is worth 25% of the technical score available

E05 is worth 20% of the technical score available

However, as the Technical weighting is worth 70%;

Tenderers should not include any commercial/pricing information in the responses to the technical questions.

All tenderers should be aware of the timescales set to deliver this requirement and only submit a response where they are fully confident of being able to deliver within these parameters.

**Questions E03 – E05 will be scored using the following scoring criteria:**

For a score of 100: Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

For a score of 70: Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

For a score of 50: Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.

For a score of 20: Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of 0: Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response in respect of questions E03-E05 the Authority may choose to reject the Tender

**E03 - Proposal Quality (Weighting: 55%)**

Please provide a description of how the proposed project methodology and deliverables meet the project aims and research objectives, within the policy and scientific context.

Your response should include:

- Details of the methodological approach to each work package to ensure the aims and objectives are met; providing a robust justification framed within the policy and scientific context;
- Details of the deliverables of the project and how they meet the policy requirement.
- The approach of any evidence assessment, data gathering, modelling, scenario development or impact appraisal and/or stakeholder engagement must be described

Responses to this question are restricted to a maximum of eight sides of A4, font size 11. Any responses exceeding six sides of A4 will not be evaluated beyond page eight. Links to other documents will not be considered as part of your response.

Please upload a document with the file name: "E03\_Your Company Name".

#### **E04 – Relevant Expertise and Degree of Experience (Weighting: 25%)**

Please provide the details of the personnel who will be taking on this work and outline their relevant skills and expertise to deliver the scope of this project.

Your response should demonstrate:

- The knowledge and experience to successfully deliver this specification (including sub-contractors if relevant);
- A track record in managing and successfully completing similar projects of the type proposed in the specification of requirements.
- Please demonstrate your expertise in delivering key findings and implications of complex research to a mixed audience, with particular relevance to public policy.

Responses to this question are restricted to a maximum of four sides of A4, font size 11. CVs of no more than two sides of A4 can be uploaded in addition to this – please do not repeat the level of detail of the CVs in your response. Any responses exceeding four sides of A4 will not be evaluated beyond page four and any CVs exceeding 2 sides of A4 will not be evaluated beyond page 2. Links to other documents will not be considered as part of your response. Please upload a document with the file name: “E04\_Your Company Name”.

#### **E05 – Project Management, Quality Assurance, Risk Management and Mitigation – (Weighting 20%)**

Please provide details of the proposed project management arrangements, including timelines and communication with Defra. Identify individual(s) who have overall responsibility for the contract and a representative who will be available for day-to-day contact with Defra’s project manager. If relevant, include details of any subcontracting arrangements and how this will be managed.

Please confirm and describe how both quality control and quality assurance processes will be put into place to ensure that the deliverables meet the requirements as described in the specification. Please outline what you consider to be the main risks of the project and how these risks will be mitigated and managed. Ensure you include reference to risk mitigation and management of Covid-19 disruption.

Your response should include:

- A detailed work plan including sufficient milestones related to the work packages that will demonstrate the progress of the project;
- Identification of potential risks and management and mitigation.
- If relevant, include details of any subcontracting arrangements and how this will be managed.
- Details of proposed quality assurance on outputs to ensure deliverables are provided efficiently, to a high standard and on time.

Your response must be a maximum of four sides of A4, font size 11, with an additional one side of A4 for a Gantt chart. Any responses exceeding four sides of A4 will not be evaluated beyond page four. Links to other documents will not be considered as part of your response. Please upload a document with the filename: ‘E05\_Your Company Name’.

## APPENDIX D

### ARMED FORCES CORPORATE COVENANT

#### Section 1: Principles of the Armed Forces Covenant

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

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

#### Section 2: Demonstrating our Commitment

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

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

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

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

**APPENDIX E**  
**Commercially Sensitive Information (Attached)**  
**Please re-produce and upload as an attachment on Bravo if applicable**

TENDERER'S COMMERCIALLY SENSITIVE INFORMATION	POTENTIAL IMPLICATION OF DISCLOSURE	DURATION OF COMMERCIALLY SENSITIVE INFORMATION

**APPENDIX F**

**PRICING SCHEDULE**

(Uploaded onto the Bravo Portal)

## **APPENDIX G**

### **Call-off Days Workbook**

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

## **APPENDIX H**

### **Work Order Form**

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