



Department
for Environment
Food & Rural Affairs

Horizon House
Deanery Road Bristol
BS1 5AH

T: 03459 335577
helpline@defra.gov.uk
www.gov.uk/defra

Water Research Centre Limited
Frankland Road
Blagrove, Swindon
Wiltshire SN5 8YF

Our ref: project_36364
Date: 12/07/2021

Dear Sirs

Award of contract for Scientific research comparing the impact of plastics in wet wipes with plastic-free alternatives

Following your proposal for the supply of the above services to the Defra, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between **Defra** and **Water Research Centre Limited** as the **Supplier** for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Contractor agree as follows:

1. The Services shall be performed at the Contractor’s premises or their partners with some meetings possibly taking place at the Authority’s premises.
2. The charges for the Services shall be as set out in Schedule 2 of the attached terms and conditions of contract.
3. The specification of the Services to be supplied is as set out in the Contractor’s tender dated 24/06/2022.

4. The Term shall commence on ■ and the Expiry Date shall be ■

5. The address for notices of the Parties are:

Authority	Contractor
Defra London SW1P 3JR Attention: ■ Email: ■	Water Research Centre Limited Frankland Road, Blagrove Swindon SN5 8YF Attention: ■ Email: ■

6. The following persons is Key Personnel for the purposes of the Agreement:

Name	Title
Ellen Ronn	Contract Manager

7. The Authority may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to ■ You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant, in PDF format and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to ■■■

Liaison

For general liaison your contact will be ■■■ at ■■■

Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Bravo. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

■■■

Commercial Officer
Defra Group Commercial

Execution of this award notification letter is carried out in accordance with EU Directive.

Signed for and on behalf of DEFRA

Name: ■■■	Name: ■■■ (Procurement)
Signature: ■■■	Signature: ■■■
Date: ■■■	Date: ■■■

We accept the terms set out in this Award letter and the annexed Conditions.

Signed for and on behalf of **Water Research Centre Limited**

Name: ■	■
Signature:	Date:



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form - Services

October 2019

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;

“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are

open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall

expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of

performing (or contributing to the performance of) the whole or any part of this Agreement.

- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier

pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause **Error! Reference source not found.**, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it

accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause **Error! Reference source not found.**

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall

not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause **Error! Reference source not found.**; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses **Error! Reference source not found.** and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause **Error! Reference source not found.**), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, **Error! Reference source not found.**, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause **Error! Reference source not found.** or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, **Error! Reference source not found.**, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause **Error! Reference source not found.** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause **Error! Reference source not found.**, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause Error! Reference source not found., e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause Error! Reference source not found..

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2 - Charges



Department
for Environment
Food & Rural Affairs

Bidder Pack

Procurement Specific Requirements

**Scientific research comparing the impact of
plastics in wet wipes with plastic-free alternatives**

Project_36364

ITT_10163

May 2022

Contents

Section 1: The Invitation	23
The Opportunity	23
Timetable	24
Section 2: The Specification of Requirements	26
The Authority's Priorities	26
Scope	26
Section 3: Terms and Conditions of Contract	31
Section 4: Evaluation Methodology.....	32
Section 5: Appendices	39
1. Definitions	39
2. Form of Tender	41
3. Specification	41
4. Conditions of Contract	41

Section 1: The Invitation

Defra group Commercial on behalf of Defra group and its Arm's Length Bodies invite you to bid in this competition.

The Bidder Pack comes in two parts.

This first part, **The Core Requirements**, provides details of the General Requirements, Government Transparency Agenda and Government Priorities.

The second part, **The Procurement Specific Requirements**, provides details of the Specification Requirements, Terms and Conditions of Contract, Evaluation Methodology, Procurement Timetable and Definitions.

The Definitions that apply to both parts can be found in Section 5, Appendix 1 of the Procurement Specific Requirements.

The tendering process seeks to determine the Most Economically Advantageous Tender (MEAT). The Authority will evaluate the Tenders using the tender evaluation criteria and weightings listed in Section 4, Evaluation Methodology.

The Opportunity

This opportunity is advertised by Defra group Commercial on behalf of Defra.

Background

Wet wipes can be problematic in several ways. Many are flushed down toilets and are the primary cause of sewer blockages. Wet wipes, mostly comprising baby wipes, make up 93% of the material that causes sewer blockages. These blockages cost the water industry in England and Wales approximately £100 million a year, as well as contributing to storm overflows and the associated negative environmental impacts. Wet wipes also cause marine litter and contribute to microplastic pollution.

Wet wipes currently on the UK market consist of either plastic fibres (mainly polyesters), natural fibres (mainly viscose or cotton) or some mix of the two. At present, brands do not have to give the composition of the wipe material, and therefore it is difficult to know the true spread of types on the market. Blockages related to wet wipes, so called "fatbergs" have been reported across all water companies. Fatbergs consist of large masses of wet wipes that have merged with fats and oils, and other forms of water waste (sanitary products, nappies, tissues, food waste, etc). These blockages are time consuming and expensive for water companies to remove. Blockages can lead to flooding, and there is also a potential risk to human health when humans are exposed to raw sewage.

These blockages have been associated specifically with plastic-containing wet wipes, which has led to increased public pressure to remove plastics from wet wipes. Polyesters take a long time to break down in both water and on land, and when they do they shed microplastics which are hazardous for humans and wildlife. Viscose is derived from cellulose – a natural polymer found in all plants. Although viscose undergoes processing to create the fibrous form, it is chemically identical to cellulose, and therefore when it breaks down, it should not pose a threat in the same way as microplastics. It is also known that viscose-based materials disperse much faster than polyester, both on land and in water.

Specific tests on wet wipe dispersal in water could not be found however, and whilst viscose is known to disperse quickly, it is not thought to fully disperse in the time it takes to pass through the sewers. Furthermore, studies suggest that wet storage decreases the dispersibility of viscose, which is clearly a problem for wet wipes. Given that a ban on plastic in wet wipes is likely to lead to an increase in viscose-containing wet wipes, it needs to be proven that viscose wipes reduce the risk of blockages, but there seems to be a gap in the evidence on this specific issue.

Other than their potential connection to sewer blockages, there are other negatives associated with plastics in wet wipes, mainly microplastic shedding and the increased environmental impact associated with their production. However, these need to be considered against the positives of plastic wet wipes, namely that they are cheaper for the consumer. This procured scientific research will help to see how much impact plastic has on blockages, which will aid policy in this area.

Policy objectives

Primary:

- Reduction in sewer blockage costs
- Reduction in storm overflows
- Reduction in number of wipes being disposed of incorrectly/flushed in general

Secondary:

- Reduction in number of wet wipes in litter surveys
- Microplastic pollution reduction

Timetable

The timetable below is subject to change from time to time as notified by the Authority. All Tenderers will be informed via the Authority's [eSourcing System](#).

Activity Ref	Activity Title	Date (Time)
1	Opportunity Notice published	30 May 2022
2	Deadline for clarification questions	17 June 2022
3	Deadline for tenders	24 June 2022 12:00 GMT
4	Evaluation of Tender	Start 27 June 2022 End 31 June 2022
5	Contract award	19 July 2022
6	Contract start date	21 July 2022

All timescales are set using a 24-hour clock and when referring to “days” it means calendar days unless otherwise specified (for example, working days).

Variant Tenders

The Authority shall not accept variant Tenders.

For the avoidance of doubt, if the Authority has reserved a right to waive a requirement in this Bidder Pack and chooses to exercise such discretion, the Tender will not be considered a variant Tender.

Abnormally Low Tenders or Pricing Anomalies

If the Authority considers your Tender to appear abnormally low, an initial assessment will be undertaken using a comparative analysis of the pricing proposals received from all Tenderers. If that assessment indicates that your Tender is abnormally low the Authority will request a written explanation of your Tender, or of those parts of your Tender which the Authority considers contribute to your Tender being abnormally low. The Authority reserves the right to reject your Tender if the response does not satisfactorily account for the low level of price or costs proposed.

The assessment of abnormally low tenders will be undertaken strictly in accordance with Regulation 69 of the Public Contracts Regulations 2015, which outlines how abnormally low tenders must be assessed and the circumstances in which the contracting authority can reject the tender.

Pricing Anomalies

If in the opinion of the Authority your Tender contains any pricing anomalies (for example apparent discrepancies between the financial submission and other parts of your response) the Authority may seek clarification. If the clarification response indicates that the pricing anomaly was the result of a clear and obvious error, in the interest of fairness the resulting change will be taken into consideration. If the clarification response results in a change to the initial tendered Commercial Response and price, it will not be taken into account.

Section 2: The Specification of Requirements

The Authority's Priorities

Defra is here to make our air purer, our water cleaner, our land greener and our food more sustainable. Our mission is to restore and enhance the environment for the next generation, leaving it in a better state than we found it.

We lead the delivery of the following priority outcomes:

1. Improve the environment through cleaner air and water, minimised waste, and thriving plants and terrestrial and marine wildlife (this is a cross-cutting outcome, with Ministry of Housing, Communities and Local Government (MHCLG) and Department for Transport (DfT) as contributing departments).
2. Reduce greenhouse gas emissions and increase carbon storage in the agricultural, waste, peat and tree planting sectors to help deliver net zero (this outcome reflects Defra's contribution to the Department for Business, Energy and Industrial Strategy (BEIS)-led cross-cutting net zero outcome).
3. Reduce the likelihood and impact of flooding and coastal erosion on people, businesses, communities and the environment.
4. Increase the sustainability, productivity and resilience of the agriculture, fishing, food and drink sectors, enhance biosecurity at the border and raise animal welfare standards.

Within these priority areas, the Resources and Waste division covers the full life cycle of material resources, from when they are extracted and used in production to how they are treated as waste. We are currently delivering across a range of ambitious policy commitments as set out in the 2018 Resources and Waste Strategy.

Scope

The Specification of Requirements

Objectives

This project has two overarching objectives:

1. The primary objective is to consider the effect of wet wipes on the sewage system. This will be addressed through Work Package 1 (WP1).
2. The secondary objective is to consider the effects of plastic pollution in relation to wet wipes. This will be addressed through Work Package 2 (WP2).

Both WP1 and WP2 have specific aims and will answer different questions though it is anticipated that the research will be carried out in tandem as each theme is heavily related.

WP1: Wet wipes and the sewage system

We are aiming to gather evidence to answer the following research questions:

- a) Would removing plastic from wet wipes have an impact on the number of blockages within the sewage system? – WP1a
- b) Does material fibre length impact the number of blockages within the sewer system? – WP1b

WP2: Wet wipes and plastic pollution

We are aiming to gather evidence to answer the following research questions:

- a) What is the likely impact on microparticle/ microplastic/ microfibre generation from removing plastic from wet wipes? – WP2a
- b) What wider environmental impacts may be affected by the removal of plastics from wet wipes? – WP2b

It is proposed that WP1 and WP2 are assessed using the following methods.

The rationale behind each research question will also be detailed:

1) A laboratory-based study comparing the behaviour of wet wipes with different composition and different fibre length within modelled “sewer-like” conditions.

This study should look to provide evidence for WP1a and WP1b.

Wet wipes are suggested as an integral component of blockages in the sewer system. Currently, it is unclear whether specific material components of wet wipes are responsible for this or whether specific types of wet wipes play a more important role. Additionally, it may be that neither factor is directly or solely the cause and there may be other influencing aspects that are identified.

If a ban on the inclusion of plastic in wet wipes was introduced, it is expected that a like-for-like non-plastic replacement would enter the market. If the plastic in wet wipes is deemed to be a leading cause of sewer system blockages, then it would be hoped that such a ban would lead to a reduction in number of blockages and storm overflows.

However, as well as differences in material components, there are also different types of wet wipes suited to particular applications. Each application may be considered to require

high-, medium- or low-impact wet wipes. An illustrative example would be wet wipes used for surface cleaning. Understandably, these wet wipes need to be suitable for intensive use and so are likely made with longer fibres to prevent disintegration whilst handling. Such wipes are considered high-impact wet wipes. Others, suited to lower material-stress uses may have shorter fibre lengths as integral strength is less important. It should be noted that application and fibre length have an assumed correlation so any testing should include measurement and recording of average fibre length, alongside application type. If fibre length (and potentially application type) of wet wipes is deemed to be of greater influence in the generation of sewer blockages, then a ban on plastics within wet wipes may have little or no effect on the number of blockages and storm overflows, particularly if plastic fibres were replaced with non-plastic fibres of a similar length.

To carry out this work, we would like the successful bidder to test the behaviour of wet wipes in a model “sewage-like” system. The study should include wet wipes of varying composition (including plastic-free) and with different fibre lengths (including all impact types). We suggest that testing methods could follow a similar format to the Fine to Flush Standard test criteria as a minimum though other suggestions for test methodology are welcome and encouraged.

2) A laboratory-based study to quantify the level of microparticle/ microplastic/ microfibre generation for each wet wipe composition and fibre length (including all impact types).

This study should look to provide evidence for WP2a and should be completed alongside part 1.

If evidence suggests that introducing a ban on the inclusion of plastic in wet wipes will have no significant impact on the number of blockages in the sewer system and the number of storm overflows, there may still be reason to ban if wet wipes containing plastic are found to be a source of significant amounts of microplastics/ microfibres. Research around the impacts of microplastics and microfibres to the environment and human health is accelerating with impacts of concern being raised ever more frequently. Therefore, we may consider such a ban from a precautionary principle perspective.

To carry out this work, we would like the successful bidder to quantitatively record (and extrapolate) the number of microparticles/ microplastics/ microfibres generated for each type of wipe across the entire testing regime. The study should give a comparison of wipes material and fibre length versus the likely level of microparticles/ microplastics/ microfibres generation throughout its time within the sewer system.

3) Data collection and analysis of where the UK or any other setting has banned or significantly reduced the level of plastic in wet wipes alongside data collection

and analysis of the number of sewer system blockages and storm overflows in those areas.

This analysis should look to provide evidence for WP1a.

Brands in the UK have already begun moving to plastic-free formulas in the last few years, and so there is like a change in the composition of wipes available on the UK market. Comparing this to data on the number of sewer system blockages and storm overflows may give an insight as to whether any correlation may be identified. Understandable, correlation does not mean causation and so other influencing factors should be highlighted alongside the data collection and analysis. If any other country or region has introduced a ban on the inclusion of plastic in wet wipes or are at a more advanced stage of such work than the UK this should be identified and compared to the UK's current position.

To carry out this work, we would like the successful bidder to conduct a desk-based study to collect and analyse data on the following:

- UK sales of wet wipes over the last 10 years including wipe compositions, intended use and how these wipes were marketed (e.g., biodegradable, flushable, plastic free etc.).
- Data from UK water companies over the last 10 years relating to sewer system blockages including number of blockages, size of blockages, location of blockages (geographically and point in the sewer system) and associated costs.
- Demographics of the UK over the last 10 years for areas where frequent sewer system blockages were reported.
- Campaigns aimed at wet wipes, including those looking at use, littering, flushing or any other factors.

Where other regions and countries are identified that are working towards or have in place a ban on the inclusion of plastic in wet wipes, the same data should be collected and analysed. From this data it may be possible to assess whether there is a correlation between wipe sales and the number of blockages in the sewer system. Additionally, it may be possible to establish whether there is a correlation between local and/ or national campaigns and the number of sewer system blockages.

4) Identification and relevant data collection and analysis associated with any other factors that are deemed to have a potential environmental impact if a ban on the inclusion of plastic in wet wipes were to be introduced.

This analysis should look to provide evidence for WP2b.

Wet wipes and their plastic content may well have environmental impacts outside of the sewer system. For example, they may be littered or disposed of incorrectly leading to a detrimental impact on the environment. Also, any microplastics or microfibres generated

within the sewer system (or elsewhere) are likely to end up in aquatic systems where there may be a damaging impact to the local ecosystem.

To carry out this work we would like the successful bidder to conduct a desk-based study to research and identify any other environmental impacts that may be impacted (negatively or positively) by the introduction of a ban on the inclusion of plastic in wet wipes. This research should also be considered whilst the laboratory study is being undertaken to ensure that any so far unidentified impacts within the sewage system are also flagged.

Outputs

We would like the outputs of both laboratory-based studies (parts 1 and 2) to be presented in the form of a report with detailed descriptions of methodologies used and data collected at each stage. All data collected should be provided in an appropriate form at the end of the research.

We would like the outputs of both desk-based studies (parts 3 and 4) to be presented in the form of a report with all references given.

Section 3: Terms and Conditions of Contract

The Terms and Conditions of Contract for this procurement are DgC Short Form – Services in Appendix 4.

The Terms and Conditions are split into Core Terms and Contracting Authority Terms within the Annexes / Schedules.

The initial contract term shall be 3 or 4 months.

The anticipated commencement date is 21 July 2022.

Suggested Changes to Conditions of Contract

Tenderers may raise clarification questions relating to the amendment of contract terms during the clarification period only, as specified in the Timetable, if it can be demonstrated that there is a legal or statutory reason why they cannot be accepted. Where a legal or statutory reason cannot be substantiated the Authority has the right to reject the proposed changed.

Such requests must follow the Clarifications Sought by the Tenderer process set out in the Core Requirements element of this Bidder Pack.

Section 4: Evaluation Methodology

The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to the Authority, having regard to the Authority's overall objectives and the criteria set out below.

Your quotation must include sufficient information to allow the submission to be assessed. The evaluation will be split into:

Price – 30%

Quality – 70%

The Authority will carry out its evaluations of the Technical and Commercial elements according to the criteria, sub-criteria and weightings set out in the table below:

Price- 30%

Please provide the price using the template below adding rows if needed. This template will also be on Bravo as a separate document for download.

<i>Activity/task</i>		<i>Daily rate exc VAT</i>	<i>Target completion date</i>	<i>Number of days</i>	<i>Total exc VAT</i>
1.					
2.					
3.					
4.					
5.					
Total excluding VAT					
VAT					
Total including VAT					

Quality- 70%

E01 – Approach, Methodology and Outputs (Weighting: 50%)

Please detail the methodology you plan to use and justify your approach. Explain how the methodology and approach will achieve the aims as set out in the Specification of Requirements.

- Please demonstrate your understanding of the policy and research context and identify the key issues and challenges that you are proposing to address in this project.
- Please describe your approach and methodology for delivering the full scope of requirements detailed in this specification.
- Please describe what methodology will be used to assess the impact of removing plastic from wet wipes on sewer blockages and on microplastic production.
- Please list the type of organisations you propose to involve in the research and how they will be engaged.

Evaluation Criteria:

Higher marks will be awarded to submissions which demonstrate:

- A clear methodological approach to deliver on each of the phases of the project.
- An outline of how relevant parties will be engaged, and their participation maximised.

Your response must be a maximum of 4 sides of A4, font size 10. Links to other documents will not be considered as part of your response e.g., links to published documents online. The Tenderer may cite relevant scientific literature. Please upload a document with the filename: 'E01, Your Company Name'.

E02 - Staff Technical Expertise and Experience (Weighting 30%)

Please demonstrate that the staff members (including any sub-contractors if appropriate) assigned to the project have sufficient technical expertise across the broad range of technical skills required to deliver the project objectives, including both generic skills and specific skills relating to:

- reviewing scientific literature and evidence.
- conducting scientific experiments of this kind.
- analysis of data and using novel approaches where there is limited data available.
- experience in plastics, waste management or water services will also be considered beneficial.

This will include examples of skills used in previous research projects or from relevant training. The staff making inputs to each stage of the Project (in terms of their expertise, skills, and experience) and the quantity of their inputs should be suitable and adequate. The project team should have an appropriate balance of inputs by senior and junior staff. Lines of reporting to staff (to senior staff and/or the project manager) should be clearly presented.

The information provided should include: -

- For each member of the Project team, information on the amount of time input to the project, their roles, responsibilities, levels of seniority, and their lines of reporting. Demonstrable evidence of how their expertise, skills and experience will contribute to the successful delivery of the project (though this should not repeat the level of detailed information provided in their accompanying CVs (to be provided separately).
- The name(s) of the individual(s) who will have overall management responsibility for the project and will report to Defra's project manager, and the person who will be responsible for ensuring that the Project is completed satisfactorily.

Evaluation Criteria: -

Higher marks will be awarded to submissions which demonstrate:

- Sufficient recent experience and capability of effectively delivering comparable projects.
- Evidence of completion of projects on schedule.
- Proven expertise in the fields of plastics, waste management or water services will also be considered beneficial.

Please upload a document with the filename: 'E02 – Your Company Name'. Your response must be a maximum of 3 sides of A4, font size 11, excluding CV's. Links to other documents will not be considered as part of your response e.g. links to published documents online.

In a separate attachment, curriculum vitae must be provided for each member of the project team and all sub-contractors. The curriculum vitae should be succinct (maximum length of two pages for each team member) and provide information on: expertise; skills and experience that are relevant to the project.

E03 – Project Management, Quality Assurance, Risk Management and Mitigation (Weighting: 20%)

Please provide details of the proposed project management arrangements, including draft timelines and communication with Defra.

Please identify the individual(s) who will have overall responsibility for the contract and a representative available for day-to-day contact with Defra's contract manager.

If relevant, include details of any subcontracting arrangements and how this will be managed.

Please provide details of how you intend to quality assure work undertaken as part of this contract and outputs so that deliverables are provided efficiently, to a high standard and on time. Please identify the key risks associated with this contract and provide details of risk mitigation.

Your response must include the below:

- Demonstrate a robust approach to project management with a description of how this will be implemented, including in relation to change management, issues escalation and quality control.
- Provide a project plan, including a Gantt chart, which sets out how you will achieve the key milestones, including timelines, inter-dependencies, risks and issues. (The Gantt chart will not contribute to the page limit stated below).
- Provide details of the strategies, policies or systems you will use to ensure the delivery of the project meets quality requirements, including work delivered by sub-contractors or through consortium arrangements.
- Provide an assessment of key risks, including any technical, personnel, stakeholder, timetable and commercial risks, and provide details of risk mitigation and redress including in the event that outputs do not meet the specification
- Your response should contain a list of relevant perceived Risks to the Project which could affect your ability to deliver the required outputs. An indication of the level of Risk (high, medium or low), the Mitigation measures to be put in place
- Clear communication routes and a proposed approach to working with Defra including a strategy for dissemination of the findings.
- Staff retention plans are in place to minimise turnover of key staff members
- If there are proposals for consortium/sub-contracting arrangements, they are comprehensive and reasonable and there are measures are in place to effectively manage these arrangements throughout the contract.

Evaluation Criteria

Higher marks will be awarded to those responses which clearly demonstrate:

- Clear project management plan
- Demonstration of how good quality assurance will be built into the project
- Scope of consideration of the risk
- Rationale for assignment of risk levels and appropriateness of mitigation measures
- A comprehensive and realistic approach for communicating to ensure successful delivery of the Contract

- A comprehensible approach to dissemination of the findings with due regard to public reassurance and media aspects.

Selection Questionnaire - Financial standing

The Authority will review the economic information provided as part of the Selection Questionnaire response to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator. If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:

- ask for additional information, including information relating to the Tenderer's parent company, if applicable; and/or
- require a parent company guarantee or a performance bond.

If the Authority decides that a parent company guarantee or performance bond is required, the Authority will reject a Response if the Tenderer is unable to offer a commitment to make such provision. In addition to the information provided in a Response, the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.

The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure. Financial strength is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.

The Authority will also consider annual turnover. For this procurement, the Authority expects the contractor to have an annual turnover for each of its last two financial years of at least 10% of the contract value.

In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years. In addition, the annual turnover of at least one of those organisations is expected to be £[X] GBP.

Risk of Business Failure is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement. The Authority will also calculate and evaluate the Tenderer's:

- operating performance: growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
- liquidity: net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
- financial structure: gearing ratios and interest cover.

Evaluation of Responses

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

During the consensus meeting, the decision may be taken that a Response will not be carried forward to the next evaluation stage if the consensus view is that the Tenderer has failed to meet any minimum or mandatory requirements, and/or provided a non-compliant response.

Scoring Criteria

The following scoring criteria is to be used when evaluating responses to Stage 3 Technical Questionnaire. A Tenderer's response will be assessed against the detailed criteria provided for each question and be assigned a Descriptor and score from the table below:

Descriptor	Score	Definition
Very good	100	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.
Good	70	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.
Moderate	50	Addresses most of the requirements with most of the relevant supporting information set out in the Bidder Pack. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.
Weak	20	Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met.
Unacceptable	0	No response or provides a response that gives the Authority no confidence that the requirement will be met.

Calculation Method

For both elements, providing the bidder has met any mandatory criteria and minimum quality thresholds, the total weighted scores are calculated as follows (Please See Next Page):

Technical (WT)

$$\left[\frac{\text{Bidder's Total Technical Score}}{\text{Highest Technical Score}} \times 100 = X \right] \quad \text{then} \quad \left[\frac{X}{100} \times [\text{Weighting}] \right]$$

Commercial (WC)

$$\left[\frac{\text{Lowest Commercial Score}}{\text{Bidder's Total Commercial Score}} \times 100 = X \right] \quad \text{then} \quad \left[\frac{X}{100} \times [\text{Weighting}] \right]$$

The Total Score (weighted) is then calculated by adding the Total Weighted Technical Score to the Total Weighted Commercial Score: **WT+ WC**.

Section 5: Appendices

1. Definitions

Unless the context otherwise requires, the following words and expressions used within the Bidder Pack (except for Section 3: Terms and Conditions of Contract) shall have the following meanings to be interpreted in the singular or plural as the context requires.

TERM	MEANING
“Authority”	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bidder Pack”	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	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.
“eSourcing system”	eSourcing system is the eSourcing system used by the Authority for conducting this procurement, which can be found at http://defra.eSourcing.solutions.co.uk
“FOIA”	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.
“Form of Tender”	means the form contained in Annex 2 to the Procurement Specific section of the Bidder Pack which must be signed, scanned and uploaded into the Authority’s eSourcing System by the Tenderer to indicate that it understands the Tender and accepts the various terms and conditions and other requirements of participating in the exercise.
“Information”	means the information contained in the Bidder Pack 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 procurement.
“Involved Person”	means any person who is either working for, or acting on behalf of, the Authority in connection with this procurement and/or the Contract including, without limitation, any officer, employee, advisor, agent, member, partner or consultant”.
“Pricing Schedule”	the form accessed via eSourcing system in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	the Public Contracts Regulations 2015.
“Relevant Body”	means any other organisation, body or government department that is working with or acting on behalf of the Authority in connection with this procurement and/or the Contract including, without limitation, its officers, employees, advisors, agents, members, partners or consultants.

“Response”	means the information submitted in response to the Bidder Pack via the online response forms on eSourcing system including the Tenderer's formal Tender.
“Specification of Requirements”	the Authority's requirements set out in Section 2 of the Bidder Pack Procurement Specific Requirements.
“Tender”	the formal offer to provide the goods or services described in section 1.1 of part 1 of the Bidder Pack and comprising the responses to the questions in eSourcing system and the Pricing Schedule.
“Tenderer”	anyone responding to the Bidder Pack and, where the context requires, includes a potential tenderer.
“Timetable”	the procurement timetable set out in Section 1 of the Bidder Pack Procurement Specific Requirements.

2. Form of Tender

The Form of Tender document is located on the Authority's eSourcing system. Please see Appendix A.

It is to be printed, signed, scanned and uploaded into the Authority's eSourcing System as instructed within the eSourcing system.

3. Specification

For information. Located on the Authority's eSourcing system. Please see Appendix B.

4. Conditions of Contract

For information. Located on the Authority's eSourcing system. Please see Appendix C.

