

Our Ref: ENV6005704R task 1-PP

Date: 07 August 2023

**Contract Ref:** ENV6005704R task 1-PP

**Contract Title:** Scoping the uncertainty in screening for bioaccumulation potential of substances for which octanol is not a reasonable simple surrogate for partitioning; including an assessment of alternative surrogates and toxicokinetic methods

You are invited to submit a quotation for the requirement described in the specification, Section 2.

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

Your response should be returned to the following email addresses by 17:00 on [DATE]

alisdair.hurst@environment-agency.gov.uk, Steph.Jones@environment-agency.gov.uk and Hannah.dean@environment-agency.gov.uk

Ensure you include the name of the quotation and ‘Final Submission’ in the subject field to make it clear that it is your response.

Contact Details and Timetable

Hannah Dean will be your contact for any questions linked to the content of the quote or the process. Please submit any clarification questions via email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

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| Action | Date |
| Date of issue of RFQ | 07/08/2023 |
| Deadline for clarifications questions | 14/08/2023 |
| Deadline for receipt of Quotation | 21/08/2023 |
| Intended date of Contract Award | 28/08/2023 |
| Intended Contract Start Date | 04/09/2023 |
| Intended Delivery Date  | 22/01/2024 |

Section 1: General Information

Glossary

Unless the context otherwise requires, the following words and expressions used within this Request for Quotation shall have the following meanings (to be interpreted in the singular or plural as the context requires):

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| “Authority” | means The Environment Agency who is the Contracting Authority.  |
| “Contract” | means the contract to be entered into by the Authority and the successful supplier. |
| “Response” | means the information submitted by a supplier in response to the RFQ. |
| “RFQ” | means this Request for Quotation and all related documents published by the Authority and made available to suppliers. |

Conditions applying to the RFQ

You should examine your Response and related documents ensuring it is complete and in accordance with the stated instructions prior to submission.

Your Response must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your Response fully and accurately and that prices quoted are arithmetically correct for the units stated.

By submitting a Response, you, the supplier, are deemed to accept the terms and conditions provided in the RFQ. Confirmation of this is required in Annex 2.

Failure to comply with the instructions set out in the RFQ may result in the supplier’s exclusion from this quotation process.

Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

Self-Declaration and Mandatory Requirements

The RFQ includes a self-declaration response (Annex 1) which covers basic information about the supplier, as well as any grounds for exclusion. If you do not comply with them, your quotation will not be evaluated.

Any mandatory requirements will be set out in Section 2, Specification of Requirements and, if you do not comply with them, your quotation will not be evaluated.

Clarifications

Any request for clarification regarding the RFQ and supporting documentation must be submitted via email no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

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 suppliers via email unless deemed commercially sensitive.

If a supplier believes that a request for clarification is commercially sensitive, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:

* the clarification and response are not commercially sensitive; and
* all suppliers may benefit from its disclosure,

then the Authority will notify the supplier (via email), and the supplier will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If not withdrawn by the supplier within 2 working days of the Authority’s notification, the Authority may publish the clarification request and its response to all suppliers and the Authority shall not be liable to the supplier for any consequences of such publication.

The Authority reserves the right to seek clarification of any aspect of a quotation and/or provide additional information during the evaluation phase to carry out a fair evaluation. Where the Authority seeks clarification on any aspect of the quotation, the supplier must respond within the timeframe requested by the Authority.

Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you via email.

Suppliers may modify their quotation prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Suppliers may withdraw their quotations at any time by submitting a notice via the email to the named contact.

Conditions of Contract

The Authority’s standard Conditions of Contract - Research & Development provided as part of the RFQ will be included in any contract awarded as a result of this quotation process. The Authority will not accept any changes to these terms and conditions proposed by a supplier.

Suppliers should note that the quotation provided by the successful bidder will form part of the Contract.

Prices

Prices must be submitted in £ sterling, exclusive of VAT.

Disclosure

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. For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

In addition, the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your quotation to any person who submits a request for information pursuant to those statutes.

Further to the Government’s transparency agenda, all UK Government organisations must advertise on Contract Finder in accordance with the following publication thresholds:

* Central Contracting Authority’s: £12,000
* Sub Central Contracting Authority’s and NHS Trusts: £30,000

For the purpose of this RFQ the Authority is classified as a Sub Central Contracting Authority with a publication threshold of £30,000 inclusive of VAT.

If this opportunity is advertised via Contracts Finder, we are obliged to publish details of the awarded contract including who has won the contract, the contract value, and indicate whether the winning supplier is a small and medium-sized enterprise (“SMEs”) or voluntary organisation or charity. A copy of the contract must also be published with confidential information redacted.

By submitting a Response, you consent to these terms as part of the procurement.

Disclaimers

Whilst the information in this RFQ and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ;
* accept any liability for the information contained in the RFQ or for the fairness, accuracy or completeness of that information; or
* accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into contractual relationships with the Authority following receipt of the RFQ 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.

Protection of Personal Data

In order to comply with the General Data Protection Regulations 2018 the supplier must agree to the following:

* You must only process any personal data in strict accordance with instructions from the Authority.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

General Data Protection Regulations 2018

For the purposes of the Regulations the Authority is the data processor.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be held and destroyed within two years of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within seven years of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to anyone outside the Authority without the consent of the data subject, unless the Authority is required by law to make such disclosures.

Equality, Diversity & Inclusion (EDI)

The Client is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with The Environment Agency staff and service users.

Suppliers are expected to;

* support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of [Defra group’s Equality & Diversity Strategy](https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024).
* meet the standards set out in the [Government’s Supplier Code of Conduct](https://www.gov.uk/government/publications/supplier-code-of-conduct)
* work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed and opportunities realised.

Sustainable Procurement

Addressing global sustainability impacts and realising additional community benefits within commercial activity is core to Defra group’s approach, working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our commercial activity and realise benefits.

The Client encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Client’s behalf

Conflicts of Interest

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has 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.

We expect suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with government. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition

Where the supplier 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 quotation). 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 quotation being rejected.

Provided that it has been carried out in an open, fair and transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the supplier.

Section 2: The Invitation

Specification of Requirements

**Contract Ref:** ENV6005704R task 1-PP

**Contract Title:** Scoping the uncertainty in screening for bioaccumulation potential of substances for which octanol is not a reasonable simple surrogate for partitioning; including an assessment of alternative surrogates and toxicokinetic methods

Background to The Environment Agency

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

**Government changes and collaboration**

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of Natural Resources Wales (NRW). Further information can be found here:

<http://naturalresources.wales/splash?orig=/>

By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that are specifically named in the tender document.

**Further information**

For further information and to see our commitments to Diversity and Equality, please visit our website.

<https://www.gov.uk/government/organisations/environment-agency/about/procurement>

<https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

**Background to the specific work area relevant to this purchase**

The Chemical Assessment Unit (CAU), which sits within the EA’s Chief Scientist’s Group are regulators for the environmental aspects of the UK’s Registration, Evaluation, Authorisation, and Restriction of chemicals (UK REACH) regulation. A crucial part of this work is hazard assessments of industrial and consumer chemicals, which may enter the environment and cause adverse effects to the environment or human health. This project will inform the bioaccumulation assessment of the Persistent, Bioaccumulative and Toxic (PBT) and very Persistent, very Bioaccumulative (vPvB) hazard criteria of REACH Annex 13, which are used to identify Substances of Very High Concern (SVHCs).

Evidence of bioaccumulation in field monitoring and regulatory testing indicates that existing guidelines to screen for bioaccumulation may not capture all organic chemicals that bioaccumulate. This project aims to:

1. identify new methods that could be used to screen for bioaccumulation in a more holistic and comprehensive manner; and
2. evaluate whether these are fit for purpose as regulatory tools in support of UK REACH chemical registration requirements.

These new methods of screening would enable us to identify those organic chemicals that bioaccumulate, but do not would not be identified as bioaccumulative under existing guidelines. This would improve our ability to identify PBT and vPvB substances under the UK REACH programme of work. Correct identification of a substance as an SVHC will allow us to pursue risk management of that substance under UK REACH, for example though authorisation or restriction.

We anticipate that this project will run from September 2023 through to January 2024.

**Requirement**

The n-octanol-water partition co-efficient (log KOW) is the most widely accepted parameter used to screen for the bioaccumulation potential of a chemical substance in aquatic organisms, with the n-octanol-air partition co-efficient (log KOA) used in addition for terrestrial organisms:

* A log KOW > 4.5 indicates a high potential for bioaccumulation in an aquatic organism;
* A log KOW > 2 in combination with a log KOA > 5 indicates a high potential for bioaccumulation in air-breathing organisms.

This screening is based on the understanding that n-octanol is a reasonable surrogate for nonpolar lipids (a key component of adipose tissues, that are rich in storage lipids). High log KOW and log KOA values result from the test substance predominantly partitioning to the octanol fraction during the respective tests; therefore, high log KOW and log KOA values indicate that a substance has a greater affinity for tissues rich in nonpolar lipids and may accumulate within them over the lifetime of an organism. We refer to this as the ‘octanol partitioning paradigm’. There is a good correlation between log KOW and lipid-driven accumulation for neutral lipophilic organic compounds (NLOCs; for example, hydrocarbons) (Mackay, 1982), due to the homogeneity of nonpolar lipids.

Wildlife monitoring and regulatory study data for substances that are not NLOCs have indicated that the accepted metrics for bioaccumulation screening (i.e., log KOW and log KOA) need to be reconsidered. Industrial chemicals that bioaccumulate but do not screen as such based on their log KOW include specific per- and polyfluoroalkyl substances (PFAS) (De Silva et al., 2021), and many ionogenic and polar pharmaceuticals, biocides, and plant protection products (Karlsson et al., 2017; Kaserzon et al., 2014). The processes governing the uptake and partitioning of substances that fall outside of the NLOC definition are not well understood and contradict contemporary understanding. It is generally accepted that charged molecules (i.e., a substance in its ionic form) are less able to pass through epithelial tissue (thin surface tissues) and cellular membranes than the electronically neutral form. However, it has been shown that the presence of the charged form supports the diffusive flux of the neutral form across membranes and epithelial barriers (Erickson et al., 2006). This, at least in part, explains why various ionizable organic chemicals (IOCs) including many pharmaceuticals, veterinary drugs and perfluoroalkyl acids (PFAAs) are routinely absorbed and measured in biota. Some measured data have been used to develop and evaluate theoretical models to better understand this process for the absorption and elimination of IOCs at gill surfaces of fish (Armitage et al., 2013; Erickson et al., 2006). Bioaccumulation of specific sub-groups of PFAAs is observed within protein-rich tissues. There are no current validated test guidelines to screen for substances that partition to biological phases by mechanisms other than the octanol partitioning paradigm.

For protein-rich tissues, there are several potential proteins that could be used as surrogates for partition co-efficient determination (for example, serum albumin, bovine serum albumin and some plant proteins that are conserved across a wide range of taxa). However, there is a high degree of uncertainty in the suitability of these individual protein surrogates for bioaccumulation screening as they are not representative of all proteins across all taxa. While nonpolar lipids are relatively homogeneous within and across biota, proteins vary considerably in their dominant functional groups, size and composition. Therefore, it is unlikely that there will be any single protein surrogate applicable to all tissues in all biota. However, we wish to review the available protein surrogates and identify whether (and if so, when) they could be used to screen for potential bioaccumulation. This review should consider the pros and cons of representative protein surrogates and include any ethical concerns with their availability. In addition, this review should consider the pros and cons of representative transport lipid, e.g. membrane phospholipid, models and include any ethical concerns or analytical challenges with their use to improve the quantification of partitioning.

The second aspect to this review should consider that the bioaccumulation potential of any substance is inherently linked to its toxicokinetic (TK) parameters (absorption, distribution, metabolism and excretion). Analysis of the TK parameters for both NLOC substances and those that fall outside of the NLOC definition could enable screening for bioaccumulation in any tissue, via in silico modelling or in vitro-in vivo extrapolation (IVIVE). Previous reviews by the Environment Agency mainly focused on work that assumed uptake into organisms is driven by partitioning into ‘storage’ lipids (Environment Agency, 2007a, 2007b, 2007c). These now need to be updated in line with progression of the science. Current understanding of the TK of substances that fall outside of the NLOC definition remains limited due to the availability and robustness of the experimental data behind the models. We wish to review the current understanding and identify the uncertainties that need to be addressed to enable the use of TK methods (IVIVE and in silico) to screen for bioaccumulation of substances that do not follow the octanol partitioning paradigm. The review should include an assessment of the availability of robust data that are required to build predictive models and recommendations for model development. For context, the review should compare this with current understanding of the TK of NLOCs that have robust and reliable log KOW data.

Where viable methods for the screening of potential bioaccumulation are identified, we wish to consider how they can be incorporated into chemical safety endpoints for REACH hazard assessments. An assessment of whether any screening metric would reduce uncertainty associated with definitive conclusions about bioaccumulation should be performed; that is, will the data be robust enough to reduce the need for further in vivo testing and provide an indicator of which organisms the results are protective of (e.g., vertebrate, invertebrate, air breather, water breather). If additional data are required to fulfil these project aims, justified recommendations should be made.

The Environment Agency (EA) is undertaking this project so that we can identify chemicals that have the potential to accumulate in wildlife via pathways and mechanisms that do not follow the octanol partitioning paradigm. This is currently a regulatory gap, with such substances only identified through higher tier studies such as food chain monitoring. One outcome of this wider work will be the development of new regulatory guidance and scoping the production of an OECD test guideline or guidance document. Such studies are likely to become a data requirement under UK REACH and other national and international chemical legislation.

Objectives

The objectives of this project are to:

* Carry out a literature review to identify protein surrogates (including, but not limited to, serum albumin, bovine serum albumin, and plant proteins) and membrane (transport) phospholipid surrogates, and the associated methods used for partition co-efficient determination. Methods used in the pharmaceutical/pharmacology industries to assess protein affinity should be considered. For each method identified, there should be an evaluation of its potential use for bioaccumulation screening, including:
* practicality (e.g., test duration, availability, cost), variability, applicability to different substance types and relevance.
* any drawbacks or potential pitfalls. For example, NLOC substances undergo stronger sorption to serum albumin than structural proteins such as muscle tissues, yet there are ethical concerns associated with Bovine Serum Albumin and questions around suitability to extrapolate across all taxa.
* Carry out a literature review to provide relevant up-to-date evidence and understanding of the TK of NLOCs with robust and reliable log KOW data and substances that fall outside of the definition of NLOCs. This should include:
* a comparison of the bioaccumulation processes involved.
* consideration of how the TK processes lead to bioaccumulation in aquatic and terrestrial wildlife.
* identification of the uncertainties that lie behind current understanding.
* a discussion around the suitability and drawbacks of developing a simple partitioning model, including applicability to different substance types.
* Propose how any viable methods identified for the screening of potential bioaccumulation can be incorporated into chemical safety endpoints for UK REACH hazard assessments, including:
* Discussion of thresholds or criteria to enable determination analogous to screening for potential bioaccumulative/very bioaccumulative (B/vB) substances in accordance with Annex 13 of the UK REACH Regulation. This should include data interpretation from bench scale and TK methods (IVIVE/in silico).
* how their use would reduce uncertainty in reaching definitive conclusions for bioaccumulation assessment.
* Describe the information (data) needed to further develop methods that are not yet fit for purpose but show promise and could be used to screen for bioaccumulation of substances that fall outside of the octanol partitioning paradigm.
* Scope the role of key TK processes, namely biotransformation, on mitigating bioaccumulation potential based on chemical partitioning alone.

Sustainability

The Environment Agency protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Environment Agency is not contracting with a supplier whose operational outputs run contrary to the Environment Agency’s objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

Outputs and Contract Management

We anticipate a start up meeting between the contractor and Environment Agency project staff in the week commencing 28th August 2023. Thereafter, biweekly or monthly (depending on the stage of the project) teleconferences should be factored in.

The deliverables are outlined in the table below. All reports should be provided in digital format via email.

The contract must be completed by 28th February 2024.

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| --- | --- | --- | --- |
| Reference | Deliverable | Responsible Party | Date of completion |
| ENV6005704R task 1-PP WP1 | Draft report | Contractor | 1st December 2023 |
|  | Comments on draft report | Environment Agency | 22nd December 2023 |
| ENV6005704R task 1-PP WP2 | Final report received and accepted by Project Executive | Contractor | 22nd January 2024 |

Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. The supplier should invoice based on progress made, with 70% of the total to be invoiced after the draft report has been accepted (based on quality) by the Project Executive and the remaining 30% of the total when the final report has been accepted (based on quality) by the Project Executive.

It is anticipated that this contract will be awarded for a period of 20 weeks to end no later than 22/01/2024. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

Evaluation Methodology

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

Technical – 60%

Commercial – 40%

**Evaluation Criteria**

Evaluation weightings are 60% technical and 40% commercial, the winning tenderer will be the highest scoring combined score. Tenders will be evaluated against the following criteria.

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| --- | --- | --- | --- | --- |
| Award Criteria | Weighting (%) | Evaluation Topic & Weighting | Sub-Criteria | Weighted Question |
| Technical | 60% | Service / Product Proposal | Methodology | 1 QuestionQ1 (40% of technical score available) |
| Key personnel (Staff Experience and Qualification) | 1 QuestionQ2 (30% of technical score available) |
| Company Experience and Project Management | 1 Question Q3 (40% of technical score available) |
| Commercial | 40% | Whole life cost of the proposed Contract | Commercial Model | Q4 (100% of commercial score available) |

Technical (60%)

Technical evaluations will be based on responses to specific questions covering key criteria which are outlined below. Scores for questions will be based on the following:

|  |  |  |
| --- | --- | --- |
| Description | Score  | Definition |
| Very good  | 100 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. 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 RFQ. 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 RFQ. 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.  |

Technical evaluation is assessed using the evaluation topics and sub-criteria stated in the Evaluation Criteria section above.

Separate submissions for each technical question should be provided and will be evaluated in isolation. Tenderers should provide answers that meet the criteria of each technical question.

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| Methodology | **Detailed Evaluation Criteria**Responses should not exceed four sides of A4. Arial font size 11 should be used. |
| Q1  | Please advise your proposed methodology for undertaking the tasks required. The information to be returned should include:* How you will plan and execute each objective of the project.
* Your understanding of environmental bioaccumulation, in particular non-lipid driven bioaccumulation.
* Your understanding of bioaccumulation assessment as part of PBT assessment for UK REACH.
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| Key personnel (Staff Experience and Qualification) | **Detailed Evaluation Criteria**Responses should not exceed four sides of A4. Arial font size 11 should be used. |
| Q2  | Please provide details of the key staff to be used for the project, their experience of undertaking similar work and any relevant qualifications they hold.The information provided should evidence the following skills:* Project Management
* Literature review
* Expertise in bioaccumulation assessment
* Report Writing
* Quality Assurance

A project team organisation diagram should be attached with your reply that provides a clear reporting structure.Your reply should also provide a brief explanation of how you will ensure project continuity if key staff become unavailable. |

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| Company Experience and Project Management | **Detailed Evaluation Criteria**Responses should not exceed four sides of A4. Arial font size 11 should be used. |
| Q3  | Please provide details of your company’s experience of successfully undertaking similar projects. Please provide details on how the project will be managed that evidences a planned approach, identification and mitigation of key project risks and the ability to deliver high quality outputs within the required timeframes.Your reply should include an overview of the quality assurance procedures you will apply to the project.Your reply should also give an overview of how you will manage the business risks.If you are using sub-contractors to deliver key elements of the project, please advise how they will be managed.Please provide a draft programme timetable that includes the critical path for key activities. This can be in the form of a Gannt chart or similar attached with your reply. |

**Commercial (40%)**

The Contract is to be awarded as a fixed price which will be paid according to the completion

of the deliverables stated in the Specification of Requirements.

Suppliers are required to submit a total cost to provide the deliverables stated in the

Specification of Requirements. In addition to this the Commercial Response template must be

completed to provide a breakdown of the whole life costs against each deliverable used in the

delivery of this requirement.

**Calculation Method**

The method for calculating the weighted scores is as follows:

● Commercial

Score = (Lowest Quotation Price / Supplier’s Quotation Price ) x 40% (Maximum available marks)

● Technical

Score = (Bidder’s Total Technical Score / Highest Technical Score) x 60% (Maximum available marks)

The total score (weighted) (TWS) is then calculated by adding the total weighted commercial score (WC) to the total weighted technical score (WT): WC + WT = TWS.

**Information to be returned**

Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.

Please complete and return the following information:

* completed Commercial Response template
* separate response submission for each technical question (in accordance with the response instructions)
* completed Mandatory Requirements (Annex 1)
* completed Acceptance of Terms and Conditions (Annex 2)

**Award**

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email or the Authority’s eMarketplace Solution messaging capability.

The successful supplier will be issued a contract award letter for signature.

Annex 1 Mandatory Requirements

Part 1 Potential Supplier Information

Please answer the following self-declaration questions in full and include this Annex in your quotation response.

Part 1.1 Potential Supplier Information:

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b)  | Registered office address (if applicable) |  |
| 1.1(c) | Company registration number (if applicable) |  |
| 1.1(d) | Charity registration number (if applicable) |  |
| 1.1(e) | Head office DUNS number (if applicable) |  |
| 1.1(f) | Registered VAT number  |  |
| 1.1(g) | Are you a Small, Medium or Micro Enterprise (SME)? | (Yes / No) |

Note: See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

Part 1.2 Contact details and declaration

By submitting a quotation to this RFQ I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay you will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 1.2(a) | Contact name |  |
| 1.2(b) | Name of organisation |  |
| 1.2(c) | Role in organisation |  |
| 1.2(d) | Phone number |  |
| 1.2(e) | E-mail address  |  |
| 1.2(f) | Postal address |  |
| 1.2(g) | Signature (electronic is acceptable) |  |
| 1.2(h) | Date |  |

Part 2 Exclusion Grounds

Part 2.1 Grounds for mandatory exclusion

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 2.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below. |
|  | Participation in a criminal organisation.  | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Corruption.  | ((Yes / No)If yes please provide details at 2.1 (b) |
|  | Fraud.  | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Terrorist offences or offences linked to terrorist activities | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Money laundering or terrorist financing | (Yes / No)If yes please provide details at 2.1 (b) |
|  | Child labour and other forms of trafficking in human beings | (Yes / No)If yes please provide details at 2.1 (b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.1 (c) | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning) | (Yes / No) |
| 2.1(d) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | (Yes / No) |
| 2.1(e) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Part 2.2 Grounds for discretionary exclusion

|  |  |  |
| --- | --- | --- |
| Question no.  | Question | Response |
| 2.2(a) | The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation |
| 2.2(b) | Breach of environmental obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(c) | Breach of social obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(d) | Breach of labour law obligations?  | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2(e) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | (Yes / No)If yes please provide details at 2.2 (f) |
| 2.2 (f) | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

Annex 2 Acceptance of Terms and Conditions

I/We accept in full the terms and conditions appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1 Bibliography**

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**Conditions of Contract - Research & Development**

**Contract Ref:** ENV6005704R task 1-PP

**Contract Title:** Scoping the uncertainty in screening for bioaccumulation potential of substances for which octanol is not a reasonable simple surrogate for partitioning; including an assessment of alternative surrogates and toxicokinetic methods

* 1. Definitions and Interpretation................................................
	2. Precedence........................................................................…
	3. Contract Supervisor...............................................................
	4. Services..............................................................................…
	5. Assignment............................................................................
	6. Contract Period......................................................................
	7. Property..................................................................................
	8. Confidential Information.........................................................
	9. Security..................................................................................
	10. Variations...............................................................................
	11. Extensions of Time................................................................
	12. Default ............................................................................
	13. Termination.............................................................................
	14. Determination..........................................................................
	15. Indemnity.................................................................................
	16. Limitation of Contractor’s Liability............................................
	17. Insurance.................................................................................
	18. Prevention of Fraud or Corruption...........................................
	19. Monitoring and Audit................................................................
	20. Contract Price ..................................................................
	21. Invoicing and Payment............................................................
	22. Intellectual Property Rights......................................................
	23. Warranties................................................................................
	24. Publication of Results...............................................................
	25. Statutory Requirements............................................................
	26. Environment, Sustainability and Diversity.................................
	27. Law...........................................................................................
	28. Waiver......................................................................................
	29. Enforceability and Survivorship................................................
	30. Dispute Resolution....................................…............................
	31. General.......................................................…...........................
	32. Freedom of Information Act......................................................
	33. Data Protection…………………………………………………….

Appendix to Conditions - Research & Development..........................

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1. **DEFINITIONS AND INTERPRETATION**
	1. In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings:
		1. Agency

Environment Agency, its successors and assigns.

* + 1. Agency’s Prior Rights

All Intellectual Property Rights owned by, or lawfully used by the Agency, whether under licence or otherwise, before the date of this Contract.

* + 1. Appendix

The Appendix to these Conditions.

* + 1. Contractor

The person, firm, company or body that undertakes to provide the services to the Agency as set out in the Appendix.

* + 1. Contractor’s Prior Rights

All Intellectual Property Rights owned by or lawfully used by the Contractor, whether under licence or otherwise before the date of this Contract.

* + 1. Contract

These Conditions including the Appendix, any Special Conditions, the Specification, Pricing Schedule, Contractor’s tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

* + 1. Contract Period

The time period stated in the Appendix, or otherwise in the Contract, for the performance of the Services.

* + 1. Contractor Personnel

means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract

* + 1. Contracting Authority

Means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

* + 1. Contract Price

The price (exclusive of any VAT) set out in the Contract for which the Contractor has agreed to provide the services.

* + 1. Contract Supervisor

Any duly authorised representative of the Agency, notified in writing to the Contractor for all purposes connected with the Contract. Any notice or other written communication given by or to the Contract Supervisor, shall be taken as given by or made to the Agency.

* + 1. Data Protection Legislation

means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy

* + 1. Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

* + 1. Law

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

* + 1. Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

1. fax, or hand delivery to the Contractor’s registered office or other address notified by the Contractor to the Agency for the purposes of the Contract and be deemed to have been served at the date and time of delivery; or
2. first class post to the Contractor’s registered office. Such notice shall be deemed to have been served 48 hours after posting.
	* 1. Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright, know- how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

* + 1. Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

* + 1. Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

* + 1. Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

* + 1. PCR

Means the Public Contract Regulations 2015 (SI 2015/102) as amended.

* 1. Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1978.
	2. All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
	3. Any reference in these Conditions to a statutory requirement this will include all subsequent modifications.
	4. All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.
1. **PRECEDENCE**

To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence.

* + - Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions
		- Specification
		- Pricing Schedule
		- Drawings, maps or other diagrams.
1. **CONTRACT SUPERVISOR**

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor, that is not confirmed in writing within seven working days.

1. **SERVICES**
	1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.
	2. Where the Agency has indicated in writing, at or before the date of the Contract, that there will be a need to retain certain persons crucial to the successful provision of the Services, such persons (“Key Personnel”) shall be identified from within the Contractor’s business or staff and agreed in writing, and a list made of such persons (“the Key Personnel List”).
	3. The Contractor shall (subject to Condition 4.5) make Key Personnel available for the whole of the Contract Period, for the purposes of providing the Services.
	4. Where the Contract Supervisor gives Notice that Key Personnel are associated with the provision of specific services, such services shall only be provided by such persons.
	5. No changes of any kind shall be made to the Key Personnel List, without the prior written agreement of the Contract Supervisor.
	6. The Contractor shall only employ in the execution and superintendence of the Contract, persons who are suitable, and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to, and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties, or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the express permission of the Contract Supervisor.
	7. The Contractor shall provide the Agency with such progress reports at such intervals and in such form as is detailed in the Specification or otherwise as reasonably required by the Contract Supervisor.
	8. The Contractor shall notify the Contract Supervisor immediately if any factors occur which give the Contractor reason to believe that the Contract could be completed more effectively or expeditiously by changing the programme or method of working in the Specification.
	9. The Contractor shall not carry out any survey for the Agency (whether or not such survey forms part of the Services) which includes any interviews or the circulation of questionnaires or similar documents without the agreement of the Agency to the form and content of such interviews, questionnaires or other documents.
	10. The Contractor shall promptly notify the Contract Supervisor, in writing of any situation, or event arising from circumstances beyond his control and which it could not have reasonably foreseen which makes it difficult for the Contractor to carry out in whole or in part the Contract in accordance with the Specification. On receipt of such notification, any revision to the Condition 6 (Contract Period) in accordance with Condition 10 (Variations) and/or Condition 11 (Extensions of Time) shall be considered by the Contract Supervisor on its merits, and the Contractor notified in writing of the decision.
2. **ASSIGNMENT**
	1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the prior written permission of Contract Supervisor.
	2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of its obligations or duties under the Contract.
	3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract
3. **CONTRACT PERIOD**

The Contractor shall perform the Services within the time stated in the Appendix [DRAFTING NOTE – CHECK APPENDIX], subject to such amendments arising from Condition 10 (Variations), and/or Condition 11 (Extensions of Time.).

1. **PROPERTY**
	1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.
	2. The Contractor shall keep all property issued by the Agency in safe custody and good condition, set aside and clearly marked as the property of the Agency.
	3. On expiry, or earlier termination of the Contract, the Contractor shall, if so required, either surrender such property to the Agency, or otherwise dispose of it, as instructed by the Contract Supervisor.
2. **CONFIDENTIAL INFORMATION**
	1. Confidential Information shall comprise any information disclosed to, or made available to the Contractor and its agents and staff in connection with the Contract and the provision of the Services. This will include, but not be limited to the Agency’s procedures, the Contract, the Results, any Intellectual Property of the Agency, or any other information which could reasonably be regarded as confidential.
	2. The Contractor shall take all necessary precautions to ensure that all Confidential Information as in Condition 8.1:
		1. Is given only to the minimum number of staff and then only to the extent necessary for each member of staff’s activities in the provision of the Services;
		2. Is treated as confidential and not disclosed, without the prior approval of the Contract Supervisor, to any other person.
	3. Where required by the Contract Supervisor, the Contractor will ensure that its staff sign a confidentiality undertaking before commencing work on the provision of the Services, and provide copies to the Contract Supervisor.
	4. The Agency’s remedies for breaches of Conditions 8.1, 8.2, and 8.3 shall not be limited to damages.
	5. Nothing in this Condition shall prevent the Agency from disclosing such information relating to the outcome of the Contract procurement process as may be required to be published in the Supplement to the Official Journal of the European Communities in accordance with E.C. Directives, or elsewhere in accordance with requirements of United Kingdom law on the disclosure of information.
3. **SECURITY**

The Contractor shall be responsible for the security of all goods and equipment (i) belonging to the Agency and used by the Contractor in the provision of the Services, and (ii) belonging to the Contractor, or Contractor’s staff, or sub-contractors whilst on Agency premises. This Condition shall not prejudice the Agency’s rights under Condition 15.

1. **VARIATIONS**
	1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.
	2. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.
	3. Where a variation is the result of some default or breach of the Contract by the Contractor, or for some other cause for which it is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.
	4. The Contractor may also propose a variation to the Services, but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
	5. No variation shall have the effect of invalidating the Contract, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Contractor may also propose a variation to the Goods to be supplied but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
	6. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract.
	7. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.
	8. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
		1. any Contracting Authority; or
		2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or
		3. any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
	9. Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.
2. **EXTENSIONS OF TIME**
	1. Should the performance of the Contract be delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then, the Contract Supervisor, if satisfied that this Condition applies:
		1. in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time as in his opinion, is reasonable, having regard, without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.
		2. in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.
	2. No extension of time shall be granted where in the opinion of the Agency, the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.
	3. Any extension of time granted under this Condition shall not affect the Agency’s rights to terminate or determine the Contract under Conditions 13 and 14 respectively.
3. **DEFAULT**
	1. The Contractor shall be in default if it:
		1. Fails to perform the Contract with due skill, care, diligence and timeliness; or
		2. Refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor; or
		3. Is otherwise in breach of Contract.
	2. Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice, giving at least 5 working days in which to remedy the default.
	3. If the Contractor fails to comply with such a Notice, the Contract Supervisor may without prejudice to any other rights or remedies under the Contract, take over for such a period as is necessary the performance of the relevant part of the Contract, and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to it.
4. **TERMINATION**
	1. The Agency may immediately, without any liability on its part and without prejudice to any of its other rights and remedies under the Contract, terminate all, or any part of the Contract by Notice to the Contractor, or the Contractor’s receiver, or the Contractor’s liquidator or to any other person in whom the Contract may become vested, if the Contractor:
		1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2; or
		2. becomes bankrupt or insolvent, or has a receiving order made against it, or makes an arrangement with its creditors, or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

'Termination under the Procurement PCR’

* 1. The Agency may terminate the Contract on written Notice to the Contractor if:
		1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the PCR;
		2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the PCR, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
		3. The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the PCR that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.
1. **DETERMINATION**
	1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month’s Notice, (or such other time period as may be appropriate).
	2. The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.
	3. The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency’s total liability under this clause shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.
2. **INDEMNITY**
	1. Subject always to Condition 15.2 without prejudice to the Agency’s remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:
		1. Death or injury to any person, and/or
		2. Loss or damage to any property, excluding indirect and consequential loss, and/or
		3. Infringement of third party Intellectual Property Rights

which might arise as a consequence of the actions, omissions or negligence of the Contractor, its staff or agents in the execution of the Contract.

* 1. Nothing in this Condition 15 shall limit or exclude any liability of the Agency for personal injury or death arising from its negligence.
1. **LIMIT OF CONTRACTOR’S LIABILITY**
	1. The limit of the Contractor’s liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of Contract, or statutory duty, or by reason of any tort shall be-
		1. The sum stated in the Appendix [DRAFTING NOTE – INSERT SUM and consider personal data risk];
		2. If no sum is stated in the Appendix, ten times the Contract Price, or five million pounds whichever is the greater.
2. **INSURANCE**
	1. The Contractor shall insure, and maintain insurance against the liabilities under Condition 15 (Indemnity), in the manner, and to the values listed in the Appendix to these Conditions. [DRAFTING NOTE – CHECK SUM and consider personal data risk]. If no sum is stated, the value insured shall be £5m, (five million pounds).
	2. If required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.
	3. The Contractor shall, upon request, produce to Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.
3. **PREVENTION OF FRAUD AND CORRUPTION**
	1. The Contractor 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 Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
	2. The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor’s staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	3. If the Contractor or the Contractor’s staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:
		1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or
		2. recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.
	4. The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.
4. **MONITORING AND AUDIT**
	1. The Contract Supervisor may inspect and examine the Services being carried out on the Agency’s premises or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency’s premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.
	2. The Contractor shall keep and maintain for six years following termination of the Contract, records of all expenses and expenditure which have been or are reimbursable by the Agency, and of the hours worked and costs incurred by the Contractor and its sub-contractors in the performance of the Contract, and the Contractor shall on request afford the Agency such access to those records as may be required to carry out audit checks or for any other legitimate reason.
5. **CONTRACT PRICE**
	1. The Contract Price will be paid by the Agency to the Contractor, as amended by any variations ordered under Condition 10 (Variations).
	2. Subject to receipt of a valid VAT invoice addressed to the Agency, in addition to the Contract Price, the Agency will pay to the Contractor such VAT (if any) as may properly be chargeable at rates ruling at the time of invoice.
6. **INVOICING AND PAYMENT**
	1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor’s entitlement to payment. Such invoices will be paid within 30 days of receipt by the Agency.
	2. If any sum shall become payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract Price, or otherwise, it will be deducted by the Contractor from the Contract Price and such deduction reflected in the next available invoice.
	3. If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.
7. **INTELLECTUAL PROPERTY RIGHTS**
	1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party’s Prior Rights are set out in the Prior Rights Schedule to this contract.
	2. All Results shall be the property of the Agency.
	3. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency’s intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.
	4. Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:
		1. assigns to the Agency all Resulting Rights
		2. grants the Agency a non-exclusive, non transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free, perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.
	5. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.
	6. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.
	7. The Contractor warrants to the Agency that the performance of the Services, the Contractor’s Prior Rights and the Results shall not in any way infringe any Intellectual Property Rights of any third party.
	8. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.
	9. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.
	10. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results and the Contractor also agrees that it will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 without the prior agreement of the Agency.
	11. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.
8. **WARRANTIES**

The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

1. **PUBLICATION OF RESULTS**
	1. Without prejudice to the generality of Condition 22, the Contractor shall not, without the prior written agreement of Contract Supervisor, use, disclose or permit any person or organisation to use or disclose the Results or Confidential Information for any thesis, degree, research or other educational purpose. Any such use or disclosure may only be made subject to such terms as the Agency shall require.
	2. The Contractor shall not publish any other information related to the Contract without agreeing the text to be published, and the publication or transmission service in or on which it is to appear with Contract Supervisor. Such agreement shall not be unreasonably withheld or delayed.
	3. Any agreed publication shall contain an acknowledgement that the Services were carried out under contract to the Agency, and is published with the Agency's agreement.
	4. Any publication by the Contractor shall be entirely at the Contractor's own cost and the Contractor shall, within ten days of publication, supply the Agency free of charge with a reasonable number of copies of any publication.
2. **STATUTORY REQUIREMENTS**

The Contractor shall at all times comply with (i) all relevant legislation and all applicable codes of practice and other similar codes or recommendations and (ii) the Health and Safety at Work etc. Act 1974 (as amended) and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working directly or indirectly in the provision of the Services.

1. **ENVIRONMENT, SUSTAINABILITY AND DIVERSITY**
	1. The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.
	2. The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:
		1. comply with the provisions of the Modern Slavery Act 2015;
		2. pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate ); and
		3. implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.
	3. The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:
		1. eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
		2. advances equality of opportunity between people who share a protected characteristic and those who do not; and
		3. fosters good relations between people who share a protected characteristic and those who do not.
2. **LAW**

This Contract shall be governed and construed in accordance with the Law, and subject to the exclusive jurisdiction of the courts of England.

1. **WAIVER**
	1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.
	2. No waiver by the Agency shall be effective unless made in writing.
	3. No waiver by the Agency of a breach of Contract shall constitute a waiver of any subsequent breach of Contract.
2. **ENFORCEABILITY AND SURVIVORSHIP**
	1. If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, then that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.
	2. The following clauses shall survive termination of the Contract, howsoever caused: 8, 13, 14, 15, 22, 23, 24, 25, 27, 29, 30, 31, 32 and 33.
3. **DISPUTE RESOLUTION**
	1. All disputes under or in connection with this Contract shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.
	2. If the parties’ negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties respective senior managers or directors (supported as necessary by their advisors)
	3. If the parties respective senior managers or directors are unable to resolve the dispute within forty five days, the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediators supervision of the resolution of the dispute.
	4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the medium but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party’s right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts, or any other form of arbitration until forty five days after the appointment of the mediator.
	5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
	6. The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
	7. Any of the time limits in Condition 30 may be extended by mutual agreement between the parties. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.
4. **GENERAL**
	1. Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.
	2. The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.
5. **FREEDOM OF INFORMATION ACT**
	1. The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) (‘Act’) and the Environmental Information Regulations 2004 (as amended) (Regulations’).
	2. The Contractor agrees that:
		1. All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and
		2. The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.
	3. If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material stated to be or marked ‘confidential’ or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.
6. **Data Protection**
	1. In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.
7. **Appendix to Conditions Research and Development**

Ref:

Title:

 **Condition**

**1 Contract Supervisor 3**

 Contact Supervisor

Address:-

Address

City

 Postcode

1. **Contractor**

Address:

 «SUPPLIER\_ADDRESS»

 «TOWN\_CITY»

 «COUNTY»

 «ZIP»

**3 Completion**  **6**

Contract Start Date «Contract\_Start\_Date»

Contract End Date «Contract\_End\_Date»

**4 Delivery** **11**

Address:-

*Insert delivery address if different to above*

**5 Insurance 17**

Professional Indemnity Min. Cover £*x* million

Third Party Minimum Cover £*x* million

Public Liability Min. Cover £*x* million

**6 Limit on Liability** **16**

Limit on Contractors Liability £*x* million