



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

Cigarette Filter Litter – Policy Options, Including Extended Producer Responsibility

Project 33867

Tender Reference: 9105

August 2021

Important Notice

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

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

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

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

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

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

Subject always to the provisions of the preceding paragraph, Tenderers considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of this ITT shall

only have any contractual effect when it is incorporated into the expressed terms of an executed contract.

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

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

This ITT and the Information is confidential.

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

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

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

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

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SECTION 1: TENDER PARTICULARS

GLOSSARY

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

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

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

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

PART 1: GENERAL

- 1 The vast majority of cigarette butts are 'single use plastic' and contain hundreds of toxic chemicals once smoked. Littered cigarette filters can persist in the environment for many years and release these chemicals to air, land and water; harming both plant growth and wildlife. This project seeks to explore the possible role of Extended Producer Responsibility (EPR) for cigarette filters against other available regulatory measures (phase 1) and investigate in more detail how the recommendation would be implemented (phase 2).
- 1.2 This procurement is **NOT** being carried out in accordance with the Regulations because it is below the relevant financial threshold and or it is Research and Development. However, the Authority will conduct the procedure fairly, openly and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
 - the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Tender;
 - award criteria and evaluation criteria which will be used to assess the Tenders; and
 - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause **Error! Reference source not found..**

- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority, The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Procurement Activity	Anticipated Date	
Publish Bidder Pack and Contract Finder Notice	23/08/2021	
Clarification deadline	Date	Time
	13/09/2021	12:00
Bidder Pack / ITT response date	Date	Time
	20/09/2021	12:00
Technical Evaluation	20/09/2021 – 25/09/2021	
Moderation Meeting	28/09/2021	
Approval of Contract Award Report	08/10/2021	
Issue decision letters to Bidders issued	20/10/2021	

Contract Start Date	25/10/2021
Contract End Date	31/03/2022
Publish Contract Award Notice and Redacted Contract	25/11/2021
Duration of Contract	6 months
Extension Period	3 months

PART 3: COMPLETION OF TENDER

3.1 By submitting a Tender, Tenderers agree:

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

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

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

Submission of Tenders

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

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

- 3.6 The Tender and any documents accompanying it must be in English.
- 3.7 Prices must be submitted in £ Sterling exclusive of VAT.
- 3.8 Tenders will be checked for completeness and compliance with the requirements of the ITT and only compliant Tenders will be evaluated.
- 3.9 Tenderers must be explicit and comprehensive in their Tender as this will be the single source of information used to score and rank Tenders. The Authority will take into account only information which is specifically asked for in the ITT.
- 3.10 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 3.11 Failure to provide the information required or supply documents referred to in the Tender within the deadline for Tenders may result in rejection of the Tender.
- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Tender. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Tender but should answer each question so that it forms a stand-alone response. This may mean Tenderers need to repeat certain information in response to different questions if this is required by those questions.

Clarifications sought by Tenderers

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

- the clarification and response are not commercially sensitive; and/or
- all Tenderers may benefit from its disclosure,

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

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

Changes to Tenders

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

Receipt of Tenders

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

Acceptance of Tenders

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

Costs of Tendering

- 3.22 Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tenders, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless

of the outcome of the procurement in relation to individual Tenders, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

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

Confidentiality of the ITT and related documents

- 3.25 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.26 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.27 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.28 All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role

delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

- 3.29 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators:

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

Commercially sensitive information and Freedom of Information

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

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

Disclaimers

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

to any Tenderer, or for the fairness, accuracy or completeness of that information; or

- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

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

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

Canvassing

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

Conflicts of Interest

- 3.44 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.45 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update

the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Tender being rejected.

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

Changes to a Tenderer's Circumstances

- 3.47 The Authority may:

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

Sub-Contracting

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

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

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

may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

- 3.50 Prices must be submitted in £ Sterling exclusive of VAT.
- 3.51 The Contract is to be awarded as a fixed price which will be paid according to the deliverables stated in the Specification of Requirements.
- 3.52 The Pricing Schedule sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any tender.

Notification of Award and Standstill

- 3.53 The Authority will notify successful and unsuccessful Tenderers of its decision.

TUPE (Not Applicable)

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

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

SECTION 2: TENDER EVALUATION

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

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection stages 2 – 6 Organisation and Contact Details	This stage is not scored but you will be eliminated from the procurement if the information is not provided in full.	Pass/Fail
Stage 3	Grounds for Mandatory Rejection	This stage is not scored but if you answer “Yes” to any of the questions the Authority will reject your Tender.	Pass/Fail.
Stage 4	Grounds for Discretionary Rejection	This stage is not scored but if you answer “Yes” to any of the questions the Authority may reject your Tender.	Pass/Fail.
Stage 5	Financial & Economic Standing	This stage is not scored but you may be eliminated from the procurement if the Authority believes your organisation does not have the financial resources to provide the goods/services required.	Pass/Fail
Stage 6	Past Performance	This stage is not scored but you may be eliminated from the procurement if the information is not provided in full or if your past performance has not been satisfactory.	Pass/Fail

Stage 7	Technical & Professional Ability Project Specific Requirements (Technical Questionnaire)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.	Scored E03 – E05 (See weighting criteria below)
Stage 8	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule.	Scored weighting 30%
Stage 9	Final score	<p>If you pass stages 1 to 6 your Tender will be evaluated in stages 7 to 8</p> <p>The final score is calculated as follows:</p> <p>Total Technical Quality Requirements will make up to a maximum of 70% of total score. (Stage 7)</p> <p>Total Price Requirements will make up to a maximum of 30% of total score. (Stage 8)</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>	

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

- 1.6. Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 1.7. Questions asked by the Authority to evaluate submission's Technical Quality can be found on Bravo. These are listed below in the Technical Evaluation Questions and Criteria for information purposes.
- 1.8. The method for scoring price can be found on Bravo.
- 1.9. The submissions against the Technical Quality questions E03 – E05 will be evaluated using the following scoring criteria:
- For a score of 100: Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.
 - For a score of 70: Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.
 - For a score of 50: Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
 - For a score of 20: Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.
 - For a score of 0: Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
- 1.10. If a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response to any scored question (E03-E05); the Authority may choose to reject the Tender.
- 1.11. The commercial evaluation will be based on a total price and bidders will be required to provide a full price breakdown of each work package, per year and matched against milestones.
- 1.12. The Authority is keen to receive tenders that are value for money. The project is for a fixed cost. Cost should reflect the scope and quality of the work. Competitive day rates for staff based on grades; and number of days should be provided; including a detailed breakdown for equipment, consumables; overheads and travel costs. In

summing up the price; bidders should focus on methods and approaches that are suited to the requirements set out in the specification.

- 1.13. Where subcontractors or joint contractors are used, a separate breakdown for each should be provided in addition to the overall project costs.
- 1.14. Day rates for all staff should be provided along with a general description of duties.
- 1.15. **Commercial Pricing Breakdown applicable to this ITT is on Bravo. This should be downloaded; completed and attached to the commercial envelope.**

***Please Note:**

- 1.16. Tenderers must be aware that all bids are submitted in acceptance of agreed Defra terms and conditions of contract. Any clarifications regarding terms and conditions must be discussed & agreed during the tender period. No discussion of terms and conditions of contract shall be held following tender submission. Failure to agree with the terms and conditions of contract post tender shall result in a bid being deemed non-compliant
- 1.17. **Tenderers should not include commercial values in their technical responses; all price information should be submitted in the commercial section only.**
- 1.18. **Commercial Evaluation (30%)**
Please complete the pricing schedule, providing prices excluding VAT. Detail any risks and assumptions made and what has been included in the prices. All expenses should be listed separately and included in the overall amount for your tender. Please indicate if VAT will apply to your services and at what rate. Applications are welcomed from individual organisations or from consortia.
- 1.19. Tenderers are required to submit a total fixed cost for completion of the project and include a breakdown of costs against each objective and against key personnel. Costs will need to be reasonable and competitive and offer value for money.
- 1.20. The calculation used is the following:

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

- 1.21. For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

$$\begin{aligned}\text{Tenderer A Score} &= £3000/£3000 \times 30\% \text{ (Maximum available marks)} = 30\% \\ \text{Tenderer B Score} &= £3000/£5000 \times 30\% \text{ (Maximum available marks)} = 18\% \\ \text{Tenderer C Score} &= £3000/£6000 \times 30\% \text{ (Maximum available marks)} = 15\%\end{aligned}$$

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

EPR	Extended Producer Responsibility
FCTC	Framework Convention on Tobacco Control
SUPD	EU Single Use Plastics Directive
WHO	World Health Organisation
WRAP	Waste and Resources Action Programme

Aim

Phase 1: To explore the role of Extended Producer Responsibility as a policy to meet publicly funded cleaning costs and to reduce the incidence of cigarette littering and prevalence of littered cigarette filters in the UK compared to other regulatory policy options, including a ban on the sale of plastic cigarette filters and pre-rolled cigarettes with plastic filters, and to make a recommendation.

Phase 2: For the recommended policy, to develop an operational proposal supported by consideration of the economic effects of the policy. (phase 2).

We require both phases to be completed on or before the 31st March 2022.

Background

A recent study by Keep Britain Tidy found that smoking related litter is the most prevalent form of litter in England, making up 68% of all littered items, of which 66% is cigarette butts.¹ Research conducted in Scotland, Wales and Northern Ireland shows that cigarette filter litter is similarly prevalent.^{2,3,4}

The vast majority of cigarette butts are 'single use plastic' and contain hundreds of toxic chemicals once smoked. Littered cigarette filters can persist in the environment for many years and release these chemicals to air, land and water, harming both plant growth and wildlife.

New research conducted by Eunomia for Defra and the Waste and Resources Action Programme (WRAP) indicates that cleaning up littered cigarette butts currently costs litter authorities in the UK around £40 million per year, rising to £46 million when including those disposed of in public bins.

¹ Litter Composition Analysis, Keep Britain Tidy, May 2020.

² [LEAMS | Keep Scotland Beautiful](#)

³ [Composition analysis of litter waste in Wales | GOV. WALES](#)

⁴ <https://keepnorthernirelandbeautiful.etinu.net/keepnorthernirelandbeautiful/documents/008117.pdf>

There is therefore a justification to consider evidence around the case, or otherwise, to bring forward regulatory measures to tackle cigarette litter. This policy development will benefit from significant analysis and research by external bodies in this area.

Non-regulatory approaches have been explored by independent organisations with cooperation from tobacco industry representatives however, it is the Government's position that that a regulatory approach may be required to ensure that the industry takes sufficient financial responsibility for the litter created by its products, and to prevent them from undermining public health policy in accordance with the WHO Framework Convention on Tobacco Control (FCTC) guidelines and therefore non-regulatory approaches are out of scope of this research

Following consultation in 2015, the Government decided not to introduce a levy on tobacco manufacturers and importers.⁵ This regulatory option is therefore considered out of scope of this research; however, the 2015 consultation responses may provide useful data.

Extended producer responsibility is a key policy commitment under the Resources and Waste Strategy, following the polluter pays principle. Although preliminary analysis suggests this could be an effective policy to reduce the prevalence of cigarette filter littering and pass related costs from the taxpayer to the producer, this has not been independently assessed in detail.

There is also growing support internationally for bans on single use items, which may have a role in reducing littering of these items by removing them from the market. Phase 1 of the research will investigate the potential impacts of a ban on the sale of plastic cigarette filters and products containing plastic cigarette filters, including on litter reduction and public health.

Likewise, single use charges have been found to be effective in reducing the prevalence of littered carrier bags. Further research is required to establish whether this would be a suitable policy to meet the objective of a reduction in cigarette filter littering.

EU Member states will be required to bring regulatory measures for cigarette butts by 2024/25 under the single use plastics directive (SUPD). England have committed in the Resources and Waste Strategy to meet or exceed the ambition of the SUPD where practicable, and Scotland has committed to meet or exceed SUPD requirements in general.⁶ In Wales, similar commitments have been made in the Circular Economy Strategy and work is ongoing on a Litter and Fly-tipping Prevention Plan.⁷ Defra are currently leading on the Northern Ireland protocol in relation to transposition of the SUP directive and work on transposition of the relevant articles is in train.

⁵ Tobacco levy: response to the consultation

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/464795/P_U1814_Tobacco_Levy_final_v3.pdf

⁶ [Resources and waste strategy for England - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/464795/P_U1814_Tobacco_Levy_final_v3.pdf)

⁷ [beyond-recycling-strategy-document.pdf \(gov.wales\)](https://gov.wales/government/uploads/system/uploads/attachment_data/file/464795/P_U1814_Tobacco_Levy_final_v3.pdf)

Objectives

Phase 1

- To examine existing research into financial and other costs related to cigarette filter litter and present a robust estimate of financial costs associated with cleaning up and disposing of cigarette filter litter.
- To examine using cost benefit analysis the policy options for regulatory approaches to tackling cigarette filter litter and identification of the policies that would lead to the most significant reductions in litter in a cost-effective way. The regulatory approaches must include:
 - To explore the suitability of a regulatory extended producer responsibility scheme to reduce cigarette filter litter and pass related costs from the taxpayer to the producer, including an appraisal of the potential health and environmental impacts of such a policy.
 - To explore the suitability of a ban on single-use plastic cigarette filters to reduce cigarette filter litter, including an appraisal of the potential health and environmental impacts of such a policy.
- To consider secondary effects of the available regulatory options including effects on the illicit tobacco trade, smoking rates and other public health impacts
- To consider the relative environmental and public health impact of alternatives to plastic filters
- To identify the additional evidence and data requirements necessary to implement an EPR scheme and other promising policy options in terms of litter reductions.
- To recommend a policy for further scrutiny in phase 2, chosen based on the cost benefit analysis conducted and associated litter reductions

Phase 2

Following agreement with Defra and DHSC, phase 2 will investigate in more detail how the recommended policy option would be implemented. The objectives of phase 2 will be reviewed and amended as necessary, taking on board the views of the Devolved Administrations following the conclusion of phase 1.

The following objectives are therefore indicative only, using extended producer responsibility as an example.

- To define “producers” with respect to cigarette filters, determine which producers should be obligated under an EPR scheme and determine how financial costs can be fairly collected from producers (e.g. market share)
- To determine the role and responsibilities of the scheme administrator, including consideration of the WHO FCTC Article 5.3 and associated guidelines.

- To show where EPR driven payments could have the greatest impact on litter (e.g. LAs, duty bodies, charities), and whether payments should be weighted e.g. by local population, urban/rural mix, smoking patterns.
- To establish what elements associated with reducing and dealing with tobacco related litter should be funded by producers under EPR.
- To develop a funding allocation formula for different litter authorities.
- To establish ongoing data reporting requirements to support an EPR scheme.
- What secondary effect the policy might have on smoking rates and illicit trade of tobacco products.
- To present the relative effectiveness of allocation of EPR payments, including street cleaning, infrastructure and prevention activities and the case for national or local decision-making
- To identify opportunities to incorporate public health benefits into the EPR scheme i.e. promote smoking cessation services through anti-litter campaigns, educational material on health harms of smoking, identification of areas within cities where rates are highest (identified through high prevalence of tobacco litter)
- To assess in more detail the costs and benefits associated with the recommended approach, including environmental and social as well as economic impacts in order to enable a robust impact assessment.

Approach and Methodology

It is anticipated that much of the research will include evidence/literature review, including international material, and stakeholder consultation. Evidence from research that the tobacco industry has funded can be reviewed, however when analysing the findings it should be taken into account whether the material has been peer-reviewed and be made clear the evidence was provided by the tobacco industry.

Researchers should consider the findings of

- The UK Government's recent consultation on biodegradable plastics,
- Research by Eunomia into the costs of littered packaging and other items,
- National Litter Composition Surveys,
- Scottish Government Single-use plastic items -market restrictions: Consultation⁸

Researchers will need to consider the economic and health as well as the environmental issues, including the costs of dealing with cigarette litter. Researchers will need to consider the impacts of the UK Internal Market Act 2020.

⁸ [Single-use plastic items - market restrictions: consultation - gov.scot \(www.gov.scot\)](https://www.gov.scot/publications/consultations/single-use-plastic-items/market-restrictions/consultation-2019-2020/pages/10.aspx)

Declarations

- The UK Government is a member of the WHO's Framework Convention on Tobacco Control (FCTC) and will not accept any research tender bids if you have entered into a partnership with the tobacco industry or receive funding from the tobacco industry. We ask you to declare that this is not the case on your bid.

Deliverables and Timetable

- Contractors must show they have the capacity to complete the research on time, by the 31st March 2022 at the latest.
- An outline timetable, with key dates and milestones is requested to demonstrate this capacity, including a sufficient allocation of time for revisions of the report to ensure delivery of a high-quality product.

Section 4: Governance and Contract Management

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

6. Efficiencies and Continuous Improvement in Service Lifetime

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

7. Performance Management

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

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

Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

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

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

** Under HMRC rules this expense is taxable.

UK Subsistence

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

SECTION 5: PERFORMANCE MANAGEMENT FRAMEWORK

1. Overview of the PMF

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

2. Management of the PMF

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

Section 6: Key Performance Indicators (KPI's)

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

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

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

APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to Bravo)

To be returned by **12:00 Hours (GMT) (UK time) on 20th September 2021.**

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

TENDER FOR: *Cigarette Filter Litter – Policy Options, Including Extended Producer Responsibility*

Tender Ref: 9105

-
1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the services specified in the ITT and in accordance with the attached documents to the Authority commencing **25th October 2021** for the period specified in the ITT.
 - Tender Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
 - Technical Evaluation Questions (Appendix C)
 - Pricing Schedule (Appendix D)
 - Commercial Sensitive Information (Appendix E)
 2. If this Tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
 3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;

- b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2009, the Contract may be executed electronically using the Authority's electronic tendering and contract management system;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. the Tender shall remain valid for 120 days from the closing date for Tenders specified in the ITT; and
 - f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.
4. We confirm that:
- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
 - b. if there are or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.
5. We undertake and it shall be a condition of the Contract that:
- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
 - b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of

the Contract and that no person employed by us has done or will do any such act; and

- c. we have not made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.

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

Signed

Date

In the capacity of

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

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B
AUTHORITY'S CONDITIONS OF CONTRACT
Upload on Bravo

APPENDIX C

Technical Evaluation Questions and Criteria

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

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

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

E01 Sustainability (Weighting - Pass/Fail)

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

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

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

Evaluation Criteria:

Your response must:

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

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

Please upload your response with filename 'Your Company Name_E01'. Your response must be no more than 2 side of A4, minimum font size 10. Your Sustainability Policy will be accepted in addition to this limit.

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

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

Evaluation Criteria:

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

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

Please upload your response with filename 'Your Company Name_E02'. Your response must be no more than 2 side of A4, minimum font size 10. Your Equality and Diversity Policy will be accepted in addition to this limit.

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

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

E03 is worth 50% of the technical score available

E04 is worth 30% of the technical score available

E05 is worth 20% of the technical score available

However, as the Technical weighting is worth 70%;

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

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

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

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

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

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

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

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

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

The information received in your tender submission will be evaluated against the following weighting and scoring criteria:

E03 – 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 separately setting out the approach to Phase 1 and Phase 2.
- Please describe what methodology will be used to develop implementation strategies for the recommended policy option from phase 1 and demonstrate understanding of the standard of evidence required to support a successful EPR for cigarette litter.

- Please provide some examples of sources you will be using as part of the evidence and literature reviews including any international material.
- Please list the type of organisations you propose to involve in the development of policy recommendations, in the cost and benefits analysis and in development of the funding model and how each will contribute.

Evaluation Criteria:

Higher marks will be awarded to submissions which demonstrate:

- An excellent understanding of the requirements of the project, and the policy context in which the project operates including awareness of UK policy and relevant international initiatives.
- 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: 'E03 Your Company Name'. -

E04 - 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.
- financial modelling including cost benefit analysis.
- impact analysis of environmental and health policy interventions.
- facilitating working groups and finding consensus.
- drafting policy recommendations.
- experience of evaluating street cleansing practices at the local level would 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 field of local environmental quality management.

Please upload a document with the filename: "E04 – 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.

E05 – 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, resourcing, 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 with a breakdown of resourcing for the various stages of the project.
- 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.

Your response must be a maximum of three sides of A4, font size 11, with an additional one side of A4 for a Gantt chart. Please upload a document with the filename: 'E05_Your Company Name'.

APPENDIX D
PRICING SCHEDULE
(Uploaded onto the Bravo Portal)

APPENDIX E

Commercially Sensitive Information (Attached)

Please re-produce and upload as an attachment on Bravo if applicable

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