Invitation to Tender for Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadline for Tender Responses: Tuesday, 17 November 2015 14:00 PM

Department of Energy and Climate Change

Date: 28 October 2015

The Department of Energy and Climate Change (“DECC”) wishes to appoint a Supplier to undertake a scoping study on the co-benefits of climate change mitigation.

Enclosed are the following sections:

* Section 1 (page 3) Instructions on tendering procedures
* Section 2 (page 7) Specification of requirements
* Section 3 (page 21) Further information on tendering procedure
* Section 4 (page 24) Declarations and information to be provided:
  + - * + Statement of Non-Collusion
        + Form of Tender
        + Conflict of Interest
        + Questions for tenderers
        + Code of Practice for Research
* Annex A: Pricing breakdown
* Annex B: Code of practice for research
* Annex C: Terms and Conditions for Contract
* Annex D: DECC social research report writing guidelines

Q&A response to significant questions in the process will be released via contracts finder.

Please read the instructions on the tendering procedures carefully as not complying with them may invalidate your tender. Your tender must be returned by email to [sidscienceteam@decc.gsi.gov.uk](mailto:sidscienceteam@decc.gsi.gov.uk) by 2pm, Tuesday 17 November 2015, including the TRN and the name of the ITT in the subject line. One hard signed copy should be sent by 2pm, Tuesday 17 November 2015, clearly marked as “TENDER”.

I look forward to receiving your response.

Yours sincerely,

Jolene Cook

Science Lead: International and impacts

Enc.

Section 1

Instructions and Information on Tendering Procedures

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

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# Indicative Timetable for tender exercise

The anticipated timetable for this tender exercise is as follows. DECC reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Advert and full invitation to tender issued | Wednesday, 28 October 2015 |
| Deadline for questions relating to the tender | Monday, 9 November 2015 17:00 PM |
| Responses to questions published | Thursday, 12 November 2015 13:00 PM |
| Deadline for receipt of tender | Tuesday, 17 November 2015 14:00 PM |
| [If needed] contract clarification process | Tuesday 24 November 2015 |
| All suppliers alerted of outcome | Thursday, 26 November 2015 |
| Contract award on signature by both parties | Thursday, 3 December 2015 |
|  |  |
| Contract start date | Monday, 7 December 2015 |

The contract is to be for a period of approximately 4 months, unless terminated or extended by the Department in accordance with the terms of the contract.

# Submitting Tenders

The maximum page limit for tenders is 20 (excluding declarations).

Please **email** your proposal by the deadline of Tuesday, 17 November 2015 14:00 PM to sidscienceteam@decc.gsi.gov.uk. **Emails should contain the TRN and the name of the ITT in the subject line**. Please also **send 1 hard copy** of your proposal and declarations by the tender deadline addressed to Jolene Cook, Area 3B, DECC, 3 Whitehall Place, London SW1A 2AW. Envelopes/packages should bear no reference to the tenderer by name and must be clearly marked as “Tender”.

For questions on the procurement process please contact Julie-Anne De Thomasis via email at sidscienceteam@decc.gsi.gov.uk including the TRN and the name of the ITT in the subject line.

If you require further information concerning the tender process or the nature of the proposed contract, email sidscienceteam@decc.gsi.gov.uk. All questions must be submitted by Monday, 9 November 2015 17:00 PM. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by Thursday, 12 November 2015 13:00 PM and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then take that reply into consideration when preparing their own bids.

The Department may amend the enclosed tender documents prior to the deadline for receipt of tenders. Any amendment will be numbered, dated and issued. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

Tenders will be received up to the time and date stated, and not considered after the deadline. Those received before that date and time will be retained unopened until then. Tenders should remain valid for a period indicated in the specification of requirements.

DECC shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. DECC shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender.

You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

DECC reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. In the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

# Conflict of Interest

The DECC standard terms and conditions of contract refer to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State.

For research and analysis, conflict of interest is defined the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensue maintain an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

1. **During the bidding process, organisations may contact DECC to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on contract finder (in a form which does not reveal the questioner’s identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **Contractors are asked to sign and return Declaration 3 to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
3. **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in DECC exercising its right to terminate any contract awarded.

# Terms and Conditions of Contract

The DECC Standard Terms and Conditions of Contract will apply to this contract. These are attached to this invitation to tender in Annex C.

# Checklist of documents to be returned

1. The proposal
2. The declarations:
   * Statement of non-collusion
   * Form of tender
   * Conflict of interest
   * Questions for tenderers
   * Code of practice
3. Price schedule (annex A)

Section 2

Specification of Requirements

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadlines for Tender Responses: Tuesday, 17 November 2015 14:00 PM

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# Introduction and Summary of Requirements

DECC is looking for a contractor or contractors to undertake a scoping study on the co-benefits of climate change mitigation. The study will summarise the existing and planned research activities and current understanding of potential co-benefits and adverse side effects of mitigation at country (the UK as well as overseas), regional and global levels, and identify knowledge gaps for the purpose of making recommendations for future work.

In proposing a suitable approach to address the specification requirements, the tenderer must address the list of research questions and objectives outlined in Section 3.

The study is expected to comprise a review and summary of current knowledge and future activities in this area, as well as a stakeholder workshop in February 2016.

The research findings from this project should be given in a written report and an oral presentation, delivered by Friday 25 March 2016.

# Background

The IPCC’s 5th Assessment Report (AR5) showed that many actions to reduce greenhouse gases not only reduce the risks of impacts of climate change, but can also affect the achievement of other objectives, such as those related to air quality, human health, food security, biodiversity, local environmental quality, energy security and access, growth, livelihoods, poverty reduction, and equitable sustainable development[[1]](#footnote-1). This information can offer important incentives, or potentially disincentives, for strong action on emissions reductions, both at home and abroad.

Local or regional actions to tackle other issues, air pollution for example, can also have significant co-benefits for limiting climate change, and therefore there may also be opportunities to enhance the benefits to society through integrated policy approaches. The 2014 New Climate Economy[[2]](#footnote-2) report highlighted that approaches that simultaneously sought to improve air quality and reduce GHG emissions were more cost effective than tackling each issue in isolation, supporting the findings of earlier work funded by Defra[[3]](#footnote-3). The OECD[[4]](#footnote-4) also looked at policies that offer opportunities to increase alignment and achieve synergies between climate and economic objectives, covering a range of domains (e.g. investment, taxation, innovation and skills) and activities at the heart of climate policy (e.g. electricity, urban mobility, rural land use).

The IPCC also notes that there may be adverse side effects of mitigation action and that potential adverse side effects, for example those relating to energy access, can be avoided through adoption of complementary policies.

A detailed understanding of co-benefits and potential adverse side effects is important to DECC for both its domestic and international policy making. From a domestic perspective, better information on co-benefits of mitigation across multiple areas would provide a more accurate indication of the effectiveness and economic benefits of the government’s decarbonisation strategy. It can also help inform the design of integrated approaches to addressing a range of issues such as health, environment, infrastructure and the economy as well as help reduce any potential adverse impacts on third countries.

There will also be a need to build on the outcomes of the international climate negotiations in Paris at the end of 2015 and continue to increase global action to meet our goal of limiting warming to below 2 °C. Understanding of country-level co-benefits can facilitate discussions on the benefits of ambitious climate action, raise awareness of opportunities to achieve multiple objectives and inform policy, and help increase future action as well as cement political will to deliver on the commitments made by countries during the climate change negotiations process.

Further work to understand and quantify possible impacts is needed, including the impacts of UK climate and energy policy overseas. DECC is therefore commissioning a scoping study on current understanding and existing and planned research on these issues. In particular, we are interested to know what research and capabilities already exist, where the biggest research gaps are, what relevant evidence on co-benefits can be used to encourage action in other countries, and which areas are potentially of greatest interest/use to UK and overseas policymakers. The outputs from this study will help provide a strategic direction for our programme of work next year that will aim to fill knowledge gaps, provide evidence to support our international and domestic goals, and assist us in our outreach activities.

# Aims and Objectives

The overall purpose of this scoping study is to provide a comprehensive overview and synthesis of existing and planned research, and to make recommendations for a future research work programme that will support DECC’s vision to promote economic growth by delivering affordable, sustainable and secure energy to the UK, while driving ambitious action on climate change internationally.

There are a number of research questions that this study should address:

* What research, including key international and overseas research, already exists on the co-benefits and possible adverse side effects from climate change mitigation at global and country/regional-level?
* What research, including key international research, already exists on the co-benefits of action to tackle other issues, such as air pollution, on climate change mitigation at global and country/regional-level?
* What research capability exists in the UK on global, UK and overseas co-benefits from climate change mitigation?
* What are the biggest research gaps in terms of co-benefits and possible adverse side effects from climate change mitigation?
* What research is there on barriers to integrated policy making such as institutional structures, legal frameworks, national priorities etc.?
* Where could DECC and others most effectively focus future research in this field?

# Methodology

Overall, it is envisaged that this project will comprise two parts: (1) a review of the literature and current and future activities in this area, and a summary of current understanding of potential co-benefits and adverse side effects of mitigation, and (2) a workshop on knowledge gaps and recommendations for a future work programme.

## Evidence review

It is expected that all types of mitigation action will be in scope of this project, from energy transformations to changes in behaviour or agricultural practices, with a focus on key interactions that will be agreed at start of the project.

One of DECC’s key interests in this areas in the longer term is quantification of the co-benefits and any adverse effects. It is not expected, however, that this study will conduct any new analysis to quantify these impacts beyond what is currently available or underway.

Tenderers may wish to consider using the Rapid Evidence Assessment method[[5]](#footnote-5) but are invited to present the details of the methodology they propose. Proposals should set out their methodology for conducting this scoping project that explains:

* How sufficient international coverage will be attained
* How evidence will be identified
* How the quality of evidence will be assessed
* The basis for including or excluding evidence
* Measures to ensure that evidence will be combined appropriately. For instance, to make sure weak quantitative evidence does not dominate strong qualitative evidence
* The sequence of steps to be undertaken
* The timescales for each step

The methodology should explicitly set out how evidence from overseas will be collected and combined with other sources.

This project is related to some extent to two government-funded pieces of work and it is expected that the successful contractors make use of the findings of these projects to avoid duplication of effort and build on the recommendations from these projects as appropriate:

* the Defra/NERC-funded Sustainable Pathways to Low-Carbon Energy (SPLiCE) project. Phase 1 of this project included looking at the literature and identified significant evidence gaps on the impacts of UK energy supply and demand. A draft report will be provided to the successful contractor. Details of the project can be found at: <http://sciencesearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=19040>
* the Met Office Hadley Centre will be conducting a complementary project on links between air quality and climate change. The initial stages of this project will produce synthesis reports of the findings of new publications on the mitigation co-benefits of air quality emissions control policies and the impact of mitigation on air quality. It is anticipated that the MOHC work will be completed in time to contribute to this project and the successful contractors will be required to collaborate with MOHC scientists to ensure that consistent approaches are taken. The specification for this work

**Known existing research and activities**

We are aware of a number of studies and activities in this area, mostly relating to air quality, and these should be taken into account as appropriate in this study:

* The IPCC Fifth Assessment Report (2013-14) assessed the literature on co-benefits of mitigation
* The New Climate Economy 2014 report, *Better Economy, Better Climate*. This included an analysis of the benefits of integrated planning for achieving multiple benefits for, for example, reducing traffic congestion and improving health while reducing greenhouse gas emissions.
* The UNEP 2011 report, “Integrated assessment of black carbon and tropospheric ozone” and subsequent related reports on short-lived climate pollutants.
* The international Climate and Clean Air Coalition (CCAC), of which the UK is a member, which seeks to encourage action to reduce short-lived climate pollutants as these have benefits for both health and the climate.
* The EU’s Horizon 2020 research and innovation programme is funding research on improving air quality and reducing the carbon footprint of European cities.
* The Natural and Environmental Research Council (NERC) is providing funding for major collaborations on air pollution monitoring with India and China in their ‘megacities’.
* The 2015 report of *The Lancet* on Health and Climate Change: Policy responses to protect public health.
* OECD’s CIRCLE project (‘Costs of Inaction and Resource scarcity: Consequences for Long-term Economic growth’).
* ‘Aligning policies for a low-carbon economy’ by the OECD in co-operation with the International Energy Agency (IEA), the International Transport Forum (ITF) and the Nuclear Energy Agency (NEA)
* International Energy Agency *Energy, Climate Change and Environment: Insights 2014*, December 2014 (IEA 2014)
* DEFRA Air Quality Expert Group *Air Quality and Climate Change: A UK Perspective,* 2007
* DEFRA *Optimising delivery of Carbon reduction targets: integrating air quality benefits using the UK MARKAL model*, 2008
* World Health Organisation (WHO) *Burden of disease from Household Air Pollution for 2012:* [*http://www.who.int/phe/health\_topics/outdoorair/databases/en/*](http://www.who.int/phe/health_topics/outdoorair/databases/en/)(WHO 2014a)

There is very likely to be a wide range of UK and international work on other co-benefits, including, for example, the effects of mitigation action on agricultural productivity, sustainable development and biodiversity. The objective of this project is, therefore, to gain an overview of this existing evidence and identify where gaps lie.

## Workshop

DECC intends to hold a two-day stakeholder workshop in London in second week of February 2016 to plan its next work programme for delivering the scientific evidence to inform our domestic and international climate and energy policies and science engagement work. The scope of the workshop is therefore broader than the scope of this evidence review.

It is envisaged that the first day of the workshop will look at DECC’s wider science needs and the second day focus on making recommendations for a package of work on co-benefits. The exact content, format and invitee list will be agreed with DECC at the project outset. The successful contractor will be expected to organise and deliver this workshop including facilitation and write up.

Tenderers are requested to cost this workshop as a separate work package and provide details of the assumptions made including what has and has not been included. In bidding, tenderers should make the following assumptions:

* DECC will host the workshop at its London offices and provide catering.
* A maximum of £5k from the project budget will be allocated to travel and subsistence costs for external UK or international experts. The successful contractor will be required to administer and invoice on actual costs in accordance with the civil service rules.
* 30 attendees on each day, including government officials and external experts as required.

## Analysis

As outlined in Section 4.1, tenderers should set out full details of all of their preferred method(s) of analysis for gathering and reviewing literature and relevant activities, as well as any synthesis of existing evidence, and explain how these will be used to answer the research questions. This should cover qualitative and/or quantitative analysis techniques, where relevant to the research methods.

It is expected that the approach be sufficiently detailed to give a clear understanding of how evidence will be approached. This might, for example, explain how themes will be identified and developed and whether analysis will be undertaken within and/or across cases, if applicable. Any quality assurance undertaken within the analysis process should be explained.

In explaining their approaches to analysis, the tenderer should illustrate how these will ensure a credible and impartial outcome and set out any limitations or bias.

Tenderers will need to demonstrate that they will meet DECC standards for quality assurance, which are outlined in section 8.

# Challenges

There may be number of challenges in conducting this research; some are given in the following section. Tenderers must consider how these and any other challenges will be addressed through the research design and delivery.

* Obtaining overseas national research that informs national policy.
* There may be work currently underway that is relevant to this project but research institutes are unwilling to release data or information before publication.
* The body of literature and activities may be too large to be considered in its entirety during this study, particularly if overseas research is included.
* Distinguishing robust, high-quality evidence from anecdotal evidence, and identifying and eliminating any potential bias that risks over- or underestimates of the benefits and adverse impacts.
* Obtaining clear recommendations from the workshops.

# Outputs Required

The following outputs will be required from the project at agreed milestones, where relevant, in a format suitable for publication and future use:

* Finalised plan for the project agreed following kick-off discussions with DECC.
* Regular emails summarising progress and outstanding issues
* Workshop – scope to be agreed by DECC
* Interim findings report on the outcomes of the workshop
* Draft report and final report in the DECC template for publication addressing the questions given in Section 3. It should also include recommendations for future work, a list of potential co-benefits and adverse side effects identified in the literature with quantitative information where available, and a list of references and source documents reviewed
* Presentation of results: presentation delivery and slides

The final report should be evidence-based, written in the DECC template and be produced in accordance with DECC report writing guidance attached in Annex D. It must be written to a sufficiently high standard for publication. Our experience shows that this may require several drafts and this should be taken into account when considering timelines and costs.

In your bid, please specify who in the project team will be responsible for drafting the report.

# Information Management

# Ownership & Publication

DECC is committed to openness and transparency. Project outputs should be accessible, non-disclosive and suitable for publication and further use. The exceptions to this are where:

1. The intellectual property rights to an output (or part of an output) are owned by someone other than the tenderer. Tenderers should state in their tender if this is the case and indicate whether the third party copyrighted materials can be redacted.
2. Data is commercial in confidence.
3. A non-anonymised dataset if required for the project.
4. The outputs are internal documents only for DECC – e.g. project updates and the research plan.

Where there are useful insights that are viewed to be disclosive, such as outlier analysis or analysis with small numbers, DECC would like to see outputs prior to drafting of final versions.

Unless otherwise stated in your tender, all outputs from a research project will assumed to be owned by DECC. The outputs, raw data and tools developed in the research will be transferred to DECC at times agreed with DECC and cannot therefore be used for tenderers for purposes other than our work.

## Non-disclosure

All outputs must be provided to DECC in a format that is non-disclosive (i.e. no individuals or individual organisations are identifiable from the data or analysis, directly or indirectly). The tenderer is responsible for ensuring that the data is supplied in this form alongside a report on the checks made. A minimum standard for checking includes cell counts within sub-groups for all outputs and analysis. The tenderer will be asked to agree their approach to checking for disclosure with DECC during the course of the contract, before the checks are carried out. Where data or analysis is found to be disclosive during checking, the tenderer will be required to suggest an approach or approaches to aggregate the analysis and to agree this with DECC.

## Storage and Transfer

The tenderer will need to ensure that all appropriate regulations are adhered to regarding safe storage and transfer, compliant with DECC requirements for the data processing of restricted data. All survey respondents will need to be made aware of all potential uses of their data). Tenderers must submit an overview of their data handling and security protocols to demonstrate compliance.

# Quality Assurance

This project must comply with the DECC Code of Practice for Research (Annex B) and bidders must set out their approach to quality assurance in their response to this ITT, with a QA plan.

Sign-off for the quality assurance must be done by someone of sufficient seniority within the tenderer organisation to be able take responsibility for the work done. Acceptance of the work by DECC will take this into consideration. DECC reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender.

Tenderers should source advice and peer review from external advisors, independent of their own organisation, to support the quality assurance process.

For primary research, tenderers should be willing to facilitate DECC research staff to attend interviews or listen in to telephone surveys as part of the quality assurance process.

To demonstrate an effective process to produce high quality reporting, the contactor/s must:

* ensure that quality assurance is done by individuals who were not directly involved in the research, analysis or model development

**Further Information**

All bids must include a completed declaration as set out in the Code of Practice Annex C and any additional information you wish to submit up to must be a maximum of **1 side of** **A4, font size 10**.  (Links to other documents will not be considered). The successful bidder will be responsible for any work supplied by sub-contractors.

DECC reserves the right to request an audit of projects against the DECC Code of Practice for Research and the commitments made in the tender documents and subsequent contract.

Other useful sources of guidance and advice that will help bids and the resulting work be of the highest quality include:

* The Government Social Research Code, in particular those that relate to GSR Products: <http://www.civilservice.gov.uk/networks/gsr/gsr-code>
* The Green Book: appraisal and evaluation in central government. <https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent>
* The Green Book supplementary guidance on the consideration of environmental impacts in policy appraisal: <https://www.gov.uk/government/publications/green-book-supplementary-guidance-environment>
* UK Statistics Authority Code of Practice/ or an equivalent standard.

http://www.statisticsauthority.gov.uk/assessment/code-of-practice/

* The Magenta Book, Government guidance on policy evaluation and analysis.

<http://www.hm-treasury.gov.uk/data_magentabook_index.htm>

* Supplementary Guidance on the Quality in Policy Impact Evaluations

[Quality in Qualitative Evaluation: A Framework for assessing research evidence](http://www.civilservice.gov.uk/wp-content/uploads/2011/09/a_quality_framework_tcm6-38740.pdf) provides a Framework for appraising the quality of qualitative evaluations.

* Rapid Evidence Assessment (REA). <http://www.civilservice.gov.uk/networks/gsr/resources-and-guidance/rapid-evidence-assessment/what-is>.

# Timetable

The following timetable has been developed so that the project can be delivered in time to inform the direction of DECC’s science programme during the next financial year.

Tenders may amend the timetable as long as the workshop and final report are delivered by the specified dates.

|  |  |
| --- | --- |
| **Action** | **Timing – completed by** |
| Kick-off meeting for project | December 2015 |
| Progress updates by phone or email | Every fortnight |
| Initial scoping work complete | Beginning of February 2016 |
| Workshop | Second week of February 2016 |
| Draft Final Report, technical report and presentation of findings | Beginning of March 2016 |
| Presentation of final results to DECC | End of March 2016 |
| Final Report agreed | 25 March 2016 |

Tenderers should allow for a total of 3 meetings at DECC including the inception meeting and a presentation of the final results.

# Working Arrangements

The successful contractor will be expected to identify one named point of contract through whom all enquiries can be filtered. A DECC project manager will be assigned to the project and will be the central point of contact.

There will be a number of key clients for the research within DECC and a steering group will be set up to inform key decisions.

The successful contractor will be expected to work with the Met Office Hadley Centre as explained in section 4.1 above.

DECC will conduct internal peer review throughout the project, and may engage external peer reviewers at key stages.

The precise scope of the workshop will be discussed and agreed with DECC.

# Required Skills

A range of different skills are required for this research. Tenderers should clearly set out the skills and expertise provided by each member of the proposed project team to meet the requirements.

The following skills are considered particularly important for this work:

* Designing and undertaking a literature review and synthesis
* Understanding of climate change mitigation and its linkages with wider sustainable development and other policy issues.
* Experience in delivering stakeholder workshops

Tenderers should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Tenderers should identify the individual(s) who will be responsible for managing the project.

# Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Tenderers must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note DECC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

DECC recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to DECC so that it can make a further assessment by applying the selection criteria to the new information provided.

# Budget

The budget range for this project is up to £30k – 40k excluding VAT.

Payments will be linked to delivery of key milestones. The indicative milestones and phasing of payments will be according to the phases as indicated in the timetable above.

In submitting full tenders, tenderers must confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

# Evaluation of Tenders

Tenderers are invited to submit full tenders and are strongly advised to structure their tender submissions as following the criteria set out in section 15.1. Tenders will be evaluated by at least three DECC staff. Following evaluation, DECC may wish to carry out bid clarifications of the proposals. Additional marks cannot be awarded following bid clarifications.

## Criteria

DECC will select the bidder that scores highest against the criteria and weighting listed:

Section 1 – Executive summary

Tenderers should provide a summary of the project. This should be no longer than one page and written for a non-expert.

Section 2 – Understanding of the requirements and adding value (10%)

Tenderers should provide evidence that demonstrates their understanding of the tender requirements and how they will add value in delivering against the requirements. This should also include a summary of your understanding of the UK and international policy context and a clear understanding of the nature of the evidence landscape.

Section 3 – Overall approach and delivery (40%)

Tenderers should provide a proposal for how the activities outlined in the Methodology Section will be approached and delivered. This proposal should include:

* A clear proposal for how you will approach the research questions outlined in section 3 above. (8%)
* Identification and justification of the research methodology that will be used, including plans for quality assurance and how the questions under section 4.1 will be answered. (8%)
* A full delivery plan, including a clear visual project plan and schedule, with milestones, resources timings and activities all clearly presented. (8%)
* Your approach to management of the project. (8%)
* An explanation of any assumptions made in terms of timing and phasing of work. (8%)

Section 4 – Addressing challenges and risks (10%)

Tenderers should set out how you will address the challenges listed in this specification as well as any other challenges you consider relevant, as well as the approach to identify, monitor and manage risks.

Section 5 – Skills and knowledge of project team (10%)

Tenderers must set out in detail how the relevant skills and knowledge of the project team will be used in the delivery of this contract. Section 11 provides a list of skills that are considered important for this work. The following must also be provided:

* Your organisational experience of carrying out similar research and organisational activities in support of government
* The structure and experience of the project team (including any sub-contractors if appropriate) and the members of the proposed team, outlining the roles and responsibilities of key personnel as well as demonstrable evidence of their relevant skills and expertise. You are also required to submit short CVs for each member of the team, which should clearly show their expertise in relation to the needs of this project.

Section 6 – Pricing (30%)

Tenderers are required to complete and submit the pricing schedule provided in Annex A as part of their response to this section. Price will be marked proportionately to the lowest bid. The lowest bid will receive maximum marks for the price elements and then all other bids will be marked proportionately to that bid.

Conflict of interest declaration (pass/fail).

See section 3 of the ITT for further information.

## Scoring Method

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any tenderer score 1 in any of the criteria, they will be excluded from the tender competition.

|  |  |
| --- | --- |
| **Score** | **Description** |
| **1** | Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard |
| **2** | Partially Satisfactory: Proposal partially meets the required standard, with one or more minor weaknesses or gaps |
| **3** | Satisfactory: Proposal meets the required standard |
| **4** | Good: Proposal meets the required standard, with good levels of assurance |
| **5** | Excellent: Proposal fully meets the required standard with high levels of assurance and identifies factors that will offer significant added value and/ or innovative solutions |

## Contract Clarification Process

DECC may award the contract based on applicants’ written evaluation only if one candidate emerges from the evaluation stage as significantly stronger than the others.

DECC does not allocate extra marks via an interview process. If, following the evaluation of the bidders’ proposals, DECC needs further clarification on information already contained within the proposals received then a ‘contract clarification’ process may be held with suppliers. This ensures that DECC understands bidders’ submissions and is able to carry out an informed evaluation of what has been offered and at what price. DECC will then award final scores against the original evaluation criteria. During the bid clarification process DECC is unable to materially change the substance of the requirement and bidders may not alter their submission. If any substance of DECC’s requirement is changed, then the tender will be stopped and re-started using a revised specification.

Depending on the nature of the query, bid clarification may take place by telephone, email, in writing or at a face-to-face meeting. In each case, the outcome of the clarification will be confirmed in writing and agreed by both parties.

Section 3

Further Information on Tender Procedure

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadlines for Tender Responses: Tuesday, 17 November 2015 14:00 PM

[1. Definitions used in this document 22](#_Toc433723266)

[2. Data Security 22](#_Toc433723267)

[3. Non-Collusion 23](#_Toc433723268)

# Definitions used in this document

Please note that references to the "Department" throughout these documents mean The Secretary of State of Energy and Climate Change acting through his/her representatives in the Department of Energy and Climate Change.

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Department. You should be aware of the Department’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, of if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government’s transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

# Data Security

The successful tenderer must comply with the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of DECC, and in particular personal information, must be held and transferred securely. **Tenderers must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to DECC**. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of DECC is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* procedures for storing both physical and system data;
* data back-up procedures;
* procedures for the destruction of physical and system data;
* how data is protected;
* data encryption software used;
* use of laptops and electronic removable media;
* details of person/s responsible for data security;
* policies for unauthorised staff access or misuse of confidential/personal data;
* policies for staff awareness and training of DPA;
* physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# Non-Collusion

No tender will be considered for acceptance if the tenderer has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of DECC. Section 4 contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a tenderer has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful tenderers. You must not:

* Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
* Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

Section 4

Declarations to be submitted by the Tenderer

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadlines for Tender Responses: Tuesday, 17 November 2015 14:00 PM

[1. Statement of non-collusion 25](#_Toc433723269)

[2. Form of Tender 26](#_Toc433723270)

[3. Conflict of Interest 27](#_Toc433723271)

[4. Questions for Tenderers 29](#_Toc433723272)

[5. Code of Practice 31](#_Toc433723273)

# Statement of non-collusion

To: The Department of Energy and Climate Change

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:
   1. communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
   2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
   3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.
3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Form of Tender

To: The Department of Energy and Climate Change

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.
5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.
6. We understand that the Department is not bound to accept the lowest or any tender it may receive.
7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed …………………………………….

Name …………………………………….

Position …………………………………….

OR

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

* X…
* Y…

Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.

* X…
* Y…

Signed ……………………………………

Name ……………………………………

Position ……………………………………

Please complete this form and return this with your ITT documentation - Nil returns are required.

\* These may include (but are not restricted to);

* A professional or personal interest in the outcome of this research
* For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
* Current or past employment with relevant organisations
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
* Gifts or entertainment received from relevant organisations
* Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

**All of the above apply both to the individual signing this form and their close family / friends / partners etc.**

If your situation changes during the project in terms of interests or conflicts, you must notify DECC straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Questions for Tenderers

In some circumstances the Department is required by law to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| 1. the offence of bribery, where the offence relates to active corruption; |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of: |  |
| * 1. the offence of cheating the Revenue; |  |
| * 1. the offence of conspiracy to defraud; |  |
| * 1. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| * 1. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| * 1. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |
| * 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| * 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| * 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| * 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. |  |

# Code of Practice[[6]](#footnote-6)

I confirm that I am aware of the requirements of the DECC Code of Practice[[7]](#footnote-7) for Research and, in the proposed project, I will use my best efforts to ensure that the procedures used conform to those requirements under the following headings[[8]](#footnote-8):

Responsibilities

Competence

Project planning

Quality Control

Handling of samples and materials

Facilities and equipment

Documentation of procedures and methods

Research/work records

I understand that DECC has the right to inspect our procedures and practices against the requirements of the Code of Practice, and that I may be asked to provide documentary evidence of our working practices or provide access and assistance to auditors appointed by DECC.

(There is some flexibility in the application of the Code of Practice to specific research projects. Tenderers are encouraged to discuss with DECC any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

Annex A

Pricing Breakdown

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadlines for Tender Responses: Tuesday, 17 November 2015 14:00 PM

Work undertaken by subcontractors should also be broken down by their team members, rather than submitted as non-labour costs.

For non-labour costs, e.g. expenses, we need a breakdown of what these are – either in the expenses column, against the relevant work package, or as separate rows underneath the relevant work package.

Please provide costs exclusive of VAT.

**Task breakdown**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Task / work package** | **Team member A - days** | **Team member B - days** | **Team member C - days** | **Expenses / non-labour costs** | **Total** | **Notes (if needed) Please specify and include all costs** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total:** |  |  |  |  |  |  |

**Staffing costs table**

|  |  |  |
| --- | --- | --- |
| **Name** | **Grade and job description** | **Day rate** |
|  |  |  |
|  |  |  |

Annex B

Code of Practice

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadlines for Tender Responses: Tuesday, 17 November 2015 14:00 PM

DECC has developed this Code of Practice from the Joint Code of Practice issued by BBSRC; the Department for Environment, Food and Rural Affairs (Defra); the Food Standards Agency; and the Natural Environment Research Council (NERC) which lays out a framework for the proper conduct of research. It sets out the key aspects of the research process and the importance of making judgements on the appropriate precautions needed in every research activity.

The Code applies to all research funded by DECC. It is intended to apply to all types of research, but the overriding principle is fitness of purpose and that all research must be conducted diligently by competent researchers and therefore the individual provisions must be interpreted with that in mind.

# PRINCIPLES BEHIND THE CODE OF PRACTICE

Contractors and consortia funded by DECC are expected to be committed to the quality of the research process in addition to quality of the evidence outputs. The Code of Practice has been created in order to assist contractors to conduct research of the highest quality and to encourage good conduct in research and help prevent misconduct. Set out over 8 responsibilities the code of practice provides general principles and standards for good practice in research. Most contractors will already have in place many of the measures set out in the Code and its adoption should not require great effort.

# COMPLIANCE WITH THE CODE OF PRACTICE

All organisations contracting to DECC (including those sub-contracting as part of a consortium) will be expected to commit to upholding these responsibilities and will be expected to indicate acceptance of the Code when submitting proposals to the Department.

Contractors are encouraged to discuss with DECC any clauses in the Code that they consider inappropriate or unnecessary in the context of the proposed research project. The Code, and records of the discussions if held, will become part of the Terms and Conditions under which the research is funded.

Additionally, DECC may conduct (or request from the Contractor as appropriate) a formal risk assessment on the project to identify where additional controls may be needed.

# MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE

Monitoring of compliance with the Code is necessary to ensure:

* Policies and managed processes exist to support compliance with the Code
* That these are being applied in practice.

In the short term, DECC can require contractors to conduct planned internal audits although DECC reserve the right to obtain evidence that a funded project is carried out to the required standard. DECC may also conduct an audit of a Contractor’s research system if deemed necessary.

In the longer term it is expected that most research organisations will assure the quality of their research processes by means of a formal system that is audited by an impartial and competent third party against an appropriate internationally recognised standard that is fit for purpose.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

# SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE

## Responsibilities

All organisations contracting to DECC (including those sub-contracting as part of a consortium will be responsible for the overall quality of research they conducted. Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the research teams, including a commitment to the development of scientific and technical skills.

The Principal Investigator or Project Leader is responsible for all the work conducted in the project including that of any subcontractors. All staff and students must have defined responsibilities in relation to the project and be aware of these responsibilities.

## Competence

All personnel associated with the project must be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training must be supervised at a level such that the quality of the results is not compromised by the inexperience of the researcher.

## Project planning

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with DECC, taking account of the requirements of ethical committees[[9]](#footnote-9) or the terms of project licences, if relevant.

Significant amendments to the plan or milestones must be recorded and approved by DECC if applicable.

## Quality Control

The organisation must have planned processes in place to assure the quality of the research undertaken by its staff Projects must be subjected to formal reviews of an appropriate frequency. Final and interim outputs must always be accompanied by a statement of what quality control has been undertaken.

The authorisation of outputs and publications shall be as agreed by DECC, and subject to senior approval in DECC, where appropriate. Errors identified after publication must be notified to DECC and agreed corrective action initiated.

## Handling of samples and materials

All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by DECC. The storage and handling of the samples, materials and data must be as specified in the project plan (or proposal), and must be appropriate to their nature. If the storage conditions are critical, they must be monitored and recorded.

## Documentation of procedures and methods

All the procedures and methods used in a research project must be documented, at least in the personal records of the researcher. This includes analytical and statistical procedures and the generation of a clear audit trial linking secondary processed information to primary data.

There must be a procedure for validation of research methods as fit for purpose, and modifications must be trackable through each stage of development of the method.

## Research/work records

All records must be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary.

The project leader is accountable for the validity of the wok and responsible for ensuring that regular reviews of the records of each researcher are conducted[[10]](#footnote-10).

The location of all project records, including critical data, must be recorded. They must be retained in a form that ensures their integrity and security, and prevents unauthorised modification, for a period to be agreed by DECC.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at http://www.ukrio.org/what-we-do/code-of-practice-for-research.

Annex C

Terms and Conditions for Contract

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadlines for Tender Responses: Tuesday, 17 November 2015 14:00 PM

1. Interpretation
   1. In these terms and conditions:

|  |  |
| --- | --- |
| “Agreement” | means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter; |
| “Award Letter” | means the letter from the Customer to the Supplier printed above these terms and conditions; |
| “Central Government Body” | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:   1. Government Department; 2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 3. Non-Ministerial Department; or 4. Executive Agency; |
| “Charges” | means the charges for the Services as specified in the Award Letter; |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Customer” | means the person named as Customer in the Award Letter; |
| “DPA” | means the Data Protection Act 1998; |
| “Expiry Date” | means the date for expiry of the Agreement as set out in the Award Letter; |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Information” | has the meaning given under section 84 of the FOIA; |
| “Key Personnel” | means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing; |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them; |
| “Personal Data” | means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement; |
| “Purchase Order Number” | means the Customer’s unique number relating to the supply of the Services; |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply); |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement; |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time; |
| “Supplier” | means the person named as Supplier in the Award Letter; |
| “Term” | means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement; |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

* 1. In these terms and conditions, unless the context otherwise requires:
     1. references to numbered clauses are references to the relevant clause in these terms and conditions;
     2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
     3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
     4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
     5. the word ‘including’ shall be understood as meaning ‘including without limitation’.

1. Basis of Agreement
   1. The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
   2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.
2. Supply of Services
   1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
   2. In supplying the Services, the Supplier shall:
      1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
      2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
      3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
      4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
      5. comply with all applicable laws; and
      6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
   3. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.
3. Term
   1. The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
   2. The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.
4. Charges, Payment and Recovery of Sums Due
   1. The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
   2. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
   3. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
   4. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
   5. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
   6. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
   7. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
5. Premises and equipment
   1. If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
   2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
   3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
   4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
   5. Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
   6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
   7. The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
6. Staff and Key Personnel
   1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
      1. refuse admission to the relevant person(s) to the Customer’s premises;
      2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
      3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

* 1. The Supplier shall:
     1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
     2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
     3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
  2. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
  3. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

1. Assignment and sub-contracting
   1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
   2. Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
   3. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
   4. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.
2. Intellectual Property Rights
   1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
   2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
   3. The Supplier hereby grants the Customer:
      1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
      2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
         * 1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
           2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

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

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

1. Governance and Records
   1. The Supplier shall:
      1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
      2. submit progress reports to the Customer at the times and in the format specified by the Customer.
   2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.
2. Confidentiality, Transparency and Publicity
   1. Subject to clause 11.2, each Party shall:
      1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
      2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
   2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
      1. where disclosure is required by applicable law or by a court of competent jurisdiction;
      2. to its auditors or for the purposes of regulatory requirements;
      3. on a confidential basis, to its professional advisers;
      4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
      5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
      6. where the receiving Party is the Customer:
         * 1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
           2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
           3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
           4. in accordance with clause 12.

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

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
  2. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

1. Freedom of Information
   1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
      2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
      3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
      4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
   2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
   3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.
2. Protection of Personal Data and Security of Data
   1. The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
   2. Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
      1. ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
      2. provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
      3. promptly notify the Customer of:
         * 1. any breach of the security requirements of the Customer as referred to in clause 13.3; and
           2. any request for personal data; and
      4. ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer’s obligations under the DPA.
   3. When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.
3. Liability
   1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
   2. Subject always to clauses 14.3 and 14.4:
      1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
      2. except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
         * 1. loss of profits;
           2. loss of business;
           3. loss of revenue;
           4. loss of or damage to goodwill;
           5. loss of savings (whether anticipated or otherwise); and/or
           6. any indirect, special or consequential loss or damage.
   3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
      1. death or personal injury caused by its negligence or that of its Staff;
      2. fraud or fraudulent misrepresentation by it or that of its Staff; or
      3. any other matter which, by law, may not be excluded or limited.
   4. The Supplier’s liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.
4. Force Majeure

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

1. Termination
   1. The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
   2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
      1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
      2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
      3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
      4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
      5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
      6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
   3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
   4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
   5. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
   6. Upon termination or expiry of the Agreement, the Supplier shall:
      1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
      2. return all requested documents, information and data to the Customer as soon as reasonably practicable.
2. Compliance
   1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
   2. The Supplier shall:
      1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
      2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
   3. The Supplier shall:
      1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
      2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
   4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
   5. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
      1. the Official Secrets Acts 1911 to 1989; and
      2. section 182 of the Finance Act 1989.
3. Prevention of Fraud and Corruption
   1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
   2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
   3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
      1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
      2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.
4. Dispute Resolution
   1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
   2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
   3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
5. General
   1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
   2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
   3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
   4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
   5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
   6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
   7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
   8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
6. Notices
   1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
   2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
   3. Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.
7. Governing Law and Jurisdiction

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

Annex D

DECC Social Research Report Writing Guidelines

Invitation to Tender for: Scoping project on the co-benefits of climate change mitigation

Tender Reference Number: TRN 1073/09/2015

Deadlines for Tender Responses: Tuesday, 17 November 2015 14:00 PM

# Introduction

This guide describes the conventions and standards that we expect in the production of written reports and summaries of all social research, customer insight and evaluation commissioned by DECC, whether intended for internal use and/or publication.

The aim of this guide is to help authors produce clearly and concisely presented reports, which reflect the needs of DECC and will be accessible and engaging to their intended audience. These guidelines should help to: streamline the reporting process; reduce the need for extensive comment and redrafting; and maximise the impact of the final report.

These guidelines are the basis for good reporting practice and may not cover all eventualities (in particular, they are not intended to be a guide for conducting social research). Full discussion with the DECC project manager about the report structure, format and function will be expected in all cases, to ensure the final report is of high quality and meets individual project requirements.

# General Guidelines

Basic principles to be observed:

* Aim for Plain English; keep sentences short, prefer active verbs, and use words that are appropriate for the reader[[11]](#footnote-11).
* Assume the audience for the main report and summary to be interested, but non-technical / specialist, readers.
* Reports should provide a **concise but clearly evidence-based** presentation of findings, with a separate conclusions section.
* The **main report should be around 30-40 pages long**, with a standalone **3-4 page summary**. Annexes should be used as appropriate to include further information and detail. Any exception to this will need to be agreed with the DECC project manager at the start of the project.
* **Draft reports** should be as **close as possible to the final version of the report and comply with all standards set out in this document**, unless otherwise agreed with the DECC research project manager.

The remainder of this guide is arranged as follows:

1. Report structure and style
2. Presenting methods, analysis and findings

# Report structure and style

## Report structure

* The report should contain a standalone executive summary , with a short summary of the objectives, methodology, key findings and conclusions, and normally be no longer than 4 pages.
* The main report should be no longer than 40 pages, unless this has been agreed with the project manager at the start of the project.
* The report should contain an introduction setting out the aims and objectives of the project and the context of the research.
* A short methodology section should also be included and provide sufficient information about the research design, sample and timing, and any limitations for the reader to understand how the findings were generated and interpret the conclusions.
* The findings, which are clearly related to each of the research objectives, should make up the main body of the report.
* Conclusions should be presented in a separate section (N.B. ensure the conclusions are not simply a repeat of the exec summary or vice versa).
* Further relevant information, including detailed methodology, evidence sources, research tools etc, should be included in the annexes.

## Report layout

* The report should be standardised to the format of the DECC Report Template (to be supplied by the DECC project manager), including chapter numbering, heading styles, font size, typeface and line-spacing.
* Be consistent with punctuation, capitalisation and the use of acronyms and abbreviations.
* Use informative chapter and section headings to guide the reader.
* Use bullet lists where appropriate.
* Be consistent with the format, position and labelling of tables, charts and figures throughout the report, following those included in the report template where possible.
* Use chapter, page and paragraph cross-references where necessary.
* Reports should be page-numbered.

## Report style

* Be consistent in the use of tense. Any research findings should generally be in the past tense - 'the research found... / 20% of respondents reported... etc'.
* Be consistent in the use of terminology - e.g householders / residents; energy companies / energy suppliers; consumers / customers etc.
* For abbreviations and acronyms, unless in common English usage, put the name in full when first used followed by the abbreviation or acronym in brackets, and then use the abbreviation.
* In addition, it may be appropriate to also include a glossary.
* Avoid unnecessary jargon. Unavoidable jargon terms should be explained the first time they are used.

## Bibliography and References

* Number references to published work consecutively throughout the report preferably using Arabic numerals as superscript. References should follow standard citation procedures – for example:
  + Author, A., Author, B. Year. Title of paper. Title of Journal, volume no, pages;
  + Author, A., Author, B. Year. Title of book/chapter, (Editors Title of book) publisher;
  + Author, A., Author, B. Year. Title of report. Available at XXX-weblink. (access date)

## Disclaimer

* A disclaimer should be inserted on the first inside page of the report, as follows: “The views expressed in this report are those of the authors, not necessarily those of the Department of Energy and Climate Change (nor do they reflect Government policy).”

## Logos

* The DECC logo is provided on the Report Template. Other logos of the contractor / other parties involved may be placed on the inside front cover.

# Presenting methods, analysis and findings

## Key points about presenting evidence

* The report should clearly and fully reflect the agreed aims of the research, be impartial, and clearly indicate when the research took place.
* Findings and conclusions should be clearly related to the objectives and research questions for the study.
* All findings must be clearly substantiated by the evidence, and it should be clear to the reader how conclusions have been drawn and what they are based upon.
* Any recommendations, where requested, should clearly stem from the interpretation of the evidence, where possible being linked back to specific key findings.

## Presenting the methodology and research tools

* The methodology section in the main report should include enough information for the reader to understand exactly how the findings were generated, including a brief description of the research design; sampling approach, size and response rate; timing and location of fieldwork; and any limitations of the approach (including implications for robustness of data and findings).
* Detailed methodology should be included in an annex, along with research tools, case study details etc.
* For evidence reviews, the approach and criteria for identification, inclusion and weighting of evidence should be clearly explained in the report.

## Reporting findings

* Any limitations of the evidence should be clearly set out (for example restricted access to participants, gaps in sample coverage, time restraints) and implications for errors / bias in findings.
* In any research study which has included both qualitative and quantitative research, these findings should always be linked and interpreted together in the report.

## Presenting quantitative research:

* Research findings should normally refer to the respondents in the research rather than the general population (i.e. 20% of respondents thought X rather than 20% of householders / people / consumers) unless the research methodology allows such generalisation - i.e. a random sampling approach. In such cases statistical significance should be referred to.
* However, it is not normally appropriate to use significance testing with non-random samples (e.g. quota samples).
* Any reporting of percentages should make clear the base/total number of respondents on which percentages are being calculated. Percentages should be not normally be presented on bases less than 100.
* Sub-group analysis should respect minimum sample sizes for quantification and/or significance testing of differences between groups, related to expected size of change or difference between groups.
* Generalisations from samples should only be made where the sample is sufficiently large and representative to warrant this.
* Where precise figures are not available or not appropriate use the greatest degree of precision possible - e.g. ‘around three quarters’ or ‘the majority’.

## Presenting qualitative research:

* As part of good qualitative research, corroborating evidence should be used to support and triangulate any findings (including other sources of evidence / data generated or identified by the research). However, there should also be discussion of where there was limited evidence which prevented this.
* Similarly, discussion of any conflicting or rival theories should be presented, e.g. contradictory evidence; absence of evidence.
* It should be made clear that findings relate to the research respondents and are not generalisable to e.g. the whole population, although may be considered representative of the range of views held by the target group for the research.
* Reporting should make clear the extent to which findings reflect the views of most or few respondents, and/or specific subgroups.
* Very general terms for groups of respondents such as 'stakeholders' should be avoided, rather descriptive terms should be used, as appropriate – e.g. 'local authority representatives' etc.
* Verbatim quotes should be used to illustrate and reinforce a point made in the text, but not as a substitute for presenting a finding. All key points should be illustrated with at least one quote.
* All quotations should be anonymous but give a clear indication of how the respondent fits into the sampling scheme - the details to be included should be agreed with the DECC project manager before the report is drafted and used consistently throughout (e.g. 'respondent 17, female, homeowner' etc).

## Presenting tables, charts, diagrams and statistics

* Charts and diagrams should be used, where appropriate, to illustrate noteworthy findings and to break up the text.
* Supporting narrative should always be included to highlight, explain, qualify or expand on the message of a table or chart.
* Tables and figures should be headed, numbered and sourced. They should always be clearly and accurately referenced in the text.
* Tables of data should normally be presented with row and column totals.
* Base totals should be presented with every table or chart presenting survey data.
* A definition should be given of the base sample, e.g. all respondents (n) or all respondents [within a subset] (n).
* It should be clear whether any percentages are weighted or unweighted, and where weighting is used both weighted and unweighted bases should be provided for charts and tables.
* Any weighting used should be explained to the reader, in a way which is understandable to a non-specialist audience.
* Chart axes should be clearly and unambiguously labelled, and use consistent scales, to avoid false comparison between charts.

## Anonymity

* To preserve confidentiality and anonymity, no identifying details of individual participants in the research or of particular organisations should be included in any report to the Department, unless this has been specifically cleared in advance with the individual or organisation concerned.

## Previous literature

* Any review of previous literature included in a report of primary research should clearly relate to the aims and objectives of the research. As far as possible, it should also indicate the status of the literature reviewed, whether it has been subject to any rigorous quality control criteria, and how robust any cited findings are.
* Findings or conclusions from previous literature should be clearly differentiated from findings of primary research.
* All sources of evidence should be clearly referenced.

# Submitting reports

## Report outline

* A report outline, setting out chapter and section headings, and bullets of what will be covered within each chapter/section, should be agreed with the Project Manager well in advance of the draft report. This should show clearly how each of the research questions have been answered.

## Draft Reports

* All draft reports should be thoroughly proof read by someone other than the author before submission to DECC, to minimise spelling and grammar errors and gaps and inconsistencies in information and logic.
* If several authors have contributed separate sections to the report a thorough editorial review is needed prior to submission, to ensure consistent style and avoid unnecessary repetition.
* The date and status of the report should be clear (e.g. Draft 1, June 2011).
* The electronic version of the draft final report should be in Microsoft Word. Other formats should only be used with prior agreement from the DECC project manager.

## Interim reports

* If there have been previously disseminated or published interim reports, the final report should show clear links between the emerging findings in the interim report and the findings in the final report.
* Any other work mentioned in the text, including earlier or interim reports, should be fully referenced.

## Final draft report

* The final draft report should have a further proof-read before submission, following comments and sign-off from the DECC project manager.

## Supplying data

* For quantitative research you will be expected to provide copies of cleaned data with documentation at the same time as the final agreed report – this should be presented as excel/CSV or SPSS files. There should be a full and detailed explanation of all labels and variables of the dataset, to allow easy use by researchers within DECC.
* For qualitative research you will generally be expected to provide transcripts or other notes collated as qualitative data. The data should have clear labels and sufficient explanation to allow further analysis where necessary (e.g. gender, age, geographical location).
* For secondary research / evidence reviews etc you will be expected to provide summaries and full references of all sources reviewed, e.g. using a proforma developed as part of the research.

1. IPCC, 2014: Climate Change 2014: Synthesis Report. Contribution of Working Groups I, II and III to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Core Writing Team, R.K. Pachauri and L.A. Meyer (eds.)]. IPCC, Geneva, Switzerland, 151 pp. in IPCC AR5 Synthesis Report website [↑](#footnote-ref-1)
2. Reports and working papers from the New Climate Economy initiative can be found at www.newclimateeconomy.report. [↑](#footnote-ref-2)
3. <http://uk-air.defra.gov.uk/assets/documents/reports/aqeg/fullreport.pdf>, http://webarchive.nationalarchives.gov.uk/20130123162956/http://www.defra.gov.uk/evidence/economics/igcb/documents/markal2.pdf [↑](#footnote-ref-3)
4. http://www.oecd.org/env/aligning-policies-for-a-low-carbon-economy-9789264233294-en.htm [↑](#footnote-ref-4)
5. <http://www.civilservice.gov.uk/networks/gsr/resources-and-guidance/rapid-evidence-assessment/what-is> [↑](#footnote-ref-5)
6. Please note that this declaration applies to individuals, single organisations and consoria [↑](#footnote-ref-6)
7. The Code of Practice is attached to this ITT [↑](#footnote-ref-7)
8. Please delete as appropriate [↑](#footnote-ref-8)
9. Please note ethical approval does not remove the responsibility of the individual for ethical behaviour [↑](#footnote-ref-9)
10. Please note that this also applied to projects being undertaken by consortia [↑](#footnote-ref-10)
11. See for example Plain English Campaign - <http://www.plainenglish.co.uk/crystal-mark/about-the-crystal-mark/the-crystal-mark-standard.html> or Center for Plain Language - <http://centerforplainlanguage.org/about-plain-language/checklist/> [↑](#footnote-ref-11)