



Department  
for Environment  
Food & Rural Affairs

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

## **Invitation to Tender**

**Tender for: Co-designing the principles for  
defining low impact fishing**

**Research & Development**

**Tender Reference: project\_27484**

## IMPORTANT NOTICE

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

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

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

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

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

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

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

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

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

This ITT and the Information is confidential.

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

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

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

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

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# SECTION 1: TENDER PARTICULARS

## GLOSSARY

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

TERM	MEANING
“Authority”	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	the e-Tendering system used by the Authority for conducting this procurement, which can be found at <a href="http://defra.bravosolution.co.uk">http://defra.bravosolution.co.uk</a>
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the [insert name of lot] procurement.
“ITT”	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
“Tender”	a formal tender in response to this ITT.
“Tenderer”	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	the timetable set out in Part 2 of this Section.

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

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

## PART 1: GENERAL

- 1.1 The Authority is looking for suppliers to assess and prioritise current and future fisheries control and enforcement challenges in the UK EEZ and identify and appraise innovative solutions for addressing these challenges.
- 1.2 This procurement is NOT being carried out in accordance with the Regulations because it is exempt as it is research and R&D within The Authority sits outside of the 2015 Procurement OJEU Regulations. However, the Authority will conduct the procedure fairly, openly and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
  - the Timetable and process for the procurement;
  - sufficient information to allow Tenderers to submit a compliant Tender;
  - award criteria and evaluation criteria which will be used to assess the Tenders; and
  - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clauses 13.3.
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority, The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

## PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Publish advertisement for the procurement	Date	08/08/2019
Deadline for clarification questions	Date	23 August 2019
	Time	16:00
Deadline for Tenders	Date	30 August 2019
	Time	12:00
Evaluation of Tenders	Date	30 August 2019 to 04 August 2019
Contract award notification	Date	05 September 2019
Contract award	Date	06 September 2019
Contract start date	Date	06 September 2019
Duration of Contract		Until 31 March 2020

## PART 3: COMPLETION OF TENDER

3.1 By submitting a Tender, Tenderers agree:

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

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

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

## **Submission of Tenders**

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

## **Clarifications sought by Tenderers**

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



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

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

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

### **Changes to Tenders**

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

### **Receipt of Tenders**

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

### **Acceptance of Tenders**

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

### **Costs of Tendering**

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

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

- 3.23 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond adequately may result in the Tender being rejected.

3.24 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

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

3.25 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.

3.26 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:

- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
- the Authority gives prior consent in writing to the disclosure;
- the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
- the Tenderer is legally required to disclose the information.

3.27 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

3.28 All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

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

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

3.30 When providing details of contracts as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.

3.31 The Authority may contact any named customer contact given as a reference or otherwise referred to as part of a Tender (and including any contacts or references given as part of the Tenderer's PQQ response). The named customer contact does not owe the Authority any

duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

- 3.32 Subject to clauses 3.34 to 3.38 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.33 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

### **Commercially sensitive information and Freedom of Information**

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

### **Disclaimers**

- 3.39 Whilst the information in the ITT and supporting documents have been prepared in good faith the Authority does not warrant that it is comprehensive or that it has been independently verified.

3.40 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
- accepts any liability for the information contained in the ITT or in any other written or oral communication transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

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

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

### **Canvassing**

3.42 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.

3.43 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

### **Conflicts of Interest**

3.44 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.

3.45 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises,

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

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

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

3.47 The Authority may:

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

### **Sub-Contracting**

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

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

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

### **Pricing**

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

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

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

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

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

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

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

- 5.2 The Covenant's 2 principles are that:

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

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

- 5.3 Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided in Appendix D.

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

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

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

## SECTION 2: EVALUATION

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

Stage	Section Reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Organisation and Contact Details	This stage is not scored but you will be eliminated from the procurement if the information is not provided in full.	Pass/Fail
Stage 3	Grounds for Mandatory Rejection	This stage is not scored but if you answer "Yes" to <b>any</b> of the questions the Authority <b>will</b> reject your Tender.	Pass/Fail
Stage 4	Grounds for Discretionary Rejection	This stage is not scored but if you answer "Yes" to <b>any</b> of the questions the Authority <b>may</b> reject your Tender.	Pass/Fail
Stage 5	Financial & Economic Standing	This stage is not scored but you may be eliminated from the procurement if the Authority believes your organisation does not have the financial resources to provide the goods/services required.	Pass/Fail
Stage 6	Technical & Professional Ability – Project Specific Requirements) (Technical Questionnaire)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.  If a score of twenty (20) or less is awarded to any response to Questions E02 – E05, the Authority will reject the tender.	Scored  E01 - Understanding of the specification and relevance to scientific objectives (25%) E02 - Methodology (40%) E03 - Project planning, management, and delivery (10%) E04 - Expertise and experience (25%)
Stage 7	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule.	Scored

Stage 8	Final score	<p>If you pass stages 1 to 5 your Tender will be evaluated in stages 6 to 7.</p> <p>The final score is calculated as follows: 80% is made up of the total of Stage 6. 20% is made up from Stage 7.</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>
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- 1.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings in clause 1.3 are applied.
- 1.2 Each question will be scored separately and no reference will be made between the questions.
- 1.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
- the total quality scores awarded will form 80% of the final score;
  - The score awarded for price will form 20% of the final score.
- 1.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.
- 1.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.



1.6 Questions E01 – E04 will be assessed using the following criteria:

Score	Justification
For a score of hundred (100):	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
For a score of seventy (70):	Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.
For a score of fifty (50):	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
For a score of twenty (20):	Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.
For a score of zero (0):	Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

1.7 If a score of twenty or below is awarded to a Tenderer's response to any questions (E01 to E04), the Authority may choose to reject the Tender. This decision will be informed by considering all the Tenderer's responses in the proposed solution's ability to deliver the Authority's requirements.

1.8 For avoidance of doubt please note: no half marks or a score other than those whole numbers above will be awarded to responses.

1.9 Technical questions are found on Bravo.

1.10 The weighting and maximum marks available for the price will be 20% and will be awarded to the Tenderer with the lowest tender price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price. The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 20 \text{ (Maximum available marks)}$$

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

- Tenderer A Score = £30,000/£30,000 x 20% (Maximum available marks) = 20%
- Tenderer B Score = £30,000/£50,000 x 20% = 12%
- Tenderer C Score = £30,000/£60,000 x 20% = 10%

# SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

## 1 Background

In the recent Fisheries White Paper<sup>1</sup>, the UK Government outlines a desire for an efficient but sustainable fishing industry. With technological advances having driven greater efficiency, such as where modern smaller boats have been able to catch more fish than they have previously, existing approaches to considering sustainability may no longer have their original utility. As the UK leaves the European Union and takes back control of its waters in a new era of fisheries governance, there is distinct opportunity to consider new criteria for defining 'low impact fishing', and to replace current definitions used for fishing vessels, such as the 'under 10 metre' categorisation, while considering what low impact fishing means across the commercial fleet and recreational sector.

The opportunity to reconsider how low impact fisheries are defined also brings challenges. These include, but are not restricted to, identifying issues facing inshore fleets and other relevant groups/sectors, determining what we mean by terms like 'sustainable fishing' and 'marine stewardship' (are these the same as or different to low impact fishing?), and determining whether it is appropriate to use criteria in assessing what low impact fishing is, and if so, how such criteria should be used in fisheries governance and management decisions. Regardless of the nature of how the UK exits the European Union, there is recognition that such challenges need to be taken on. A majority of active fishers appear to identify the defined divide between 'under 10 metre' and 'over 10 metre' vessels as inappropriate<sup>2</sup>, supporting arguments that fishing vessels should be differentiated through measures other than length. Other issues identified as requiring attention also include bringing recreational fisheries in-line with commercial ones<sup>3</sup>, and being able to identify to what extent these are low impact is also important for effective fisheries governance and management.

Despite the interest and focus on low impact fisheries, however, there remains a lack of evidence and consensus on what 'low impact fishing' means, and even over whether 'low impact fishing' is the correct term for describing fishing that is sustainable. Previous focus has been on the technical elements of fishing (e.g. vessel length, engine size) and has ignored wider social and economic factors (e.g. attitudes to sustainability, efficiency, education) which equally result in low impact behaviour. Technical elements that may also align with low impact behaviour (e.g. reduced vessel CO2 emissions) have also been omitted from previous definitions. Current definitions are arguably crude and inflexible, leading to a sense of unfairness, gaming and inability to reflect changing fishing practices.

A different approach is required if we are to develop a definition of low impact fishing that is accepted across the fishing sectors, among regulators and by the English public, and that is fit for purpose

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<sup>1</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/722074/fisheries-wp-consult-document.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/722074/fisheries-wp-consult-document.pdf)

<sup>2</sup> <https://www.sciencedirect.com/science/article/pii/S0308597X1830068X>

<sup>3</sup> <https://www.pnas.org/content/116/12/5209>

across the whole commercial fleet, considers recreational angling, and is resilient to change or can be easily adapted. This project will utilise a co-design approach to identify and agree principles and processes with stakeholders that can be used to define low-impact fishing, and low impact fishers and anglers.

## **2 Project scope & aims**

This invitation to tender is for an original piece of work to develop a framework of principles for low impact fishing, and to agree the processes for applying them. The specific aims of the project are to:

[1] Review, collate, and summarise relevant literature and policy documents on defining 'low impact fishing', 'sustainable fishing', 'marine stewardship', etc. This should include describing existing UK and international initiatives on defining low impact fishing and noting any role co-design or participatory approaches play in these.

[2] Bring stakeholders and researchers together to holistically explore and document social, economic, environmental and technological factors that contribute to environmentally low impact fishing behaviour.

[3] Improve our shared understanding of the drivers of behaviour – and by extension behaviour change – including who is best placed to influence these (e.g. greater industry responsibility for changing social norms) in relation to the impacts of fishing and angling.

[4] Recognise and document the availability of current data that can be used to identify low impact fishers and anglers, especially in relation to technical variables, and identify how these may vary or interact in different ways depending on the fishing context.

[5] Also document variables where no or limited data is currently available and provide recommendations as to how to improve data going forward.

[6] Forge agreement on the factors/variables that need to be included in any definition of low impact fishing, as opposed to agreeing specific measures/cut-off values (e.g. vessel length would be a variable, 'under 10 metre' would be a measure).

[7] Identify language to label different categories of fishing impact, that recognise that identifying some people as 'low impact' could have negative implications if other people are perceived as 'high impact'.

[8] To publish a stakeholder-agreed framework of principles for low impact fishing, and to provide advice on the processes for applying and updating them.

The scope of this work extends only to England for operational reasons, but it is recognised the outputs may be of interest at a UK-wide scale and beyond.

While this is an original piece of work, it is expected it will build on previous work looking at defining low impact fishing within England. This includes work being done within the North Devon Marine Pioneer, a site being used to test innovative ideas for governance of the environment set out in the Government's 25 Year Environment Plan. Successful tenderers will have a chance to engage with those working with the North Devon Pioneer during a project scoping phase.

### 3 Sample to be considered

Tenderers should set out an appropriate approach to sampling and/or stakeholder analysis that recognises the diverse range of stakeholders in UK fishing. Groups enrolled in a co-design process should include (but not be limited to):

- Commercial fishers, including recent and new entrants
- Fishing organisations (e.g. representative organisations, charities)
- The seafood sector (processing, marketing & retail organisations)
- Recreational anglers
- Institutions involved in fisheries governance, management, and science (e.g. government departments, government executive agencies, non-departmental public bodies)
- Inshore Fisheries Conservation Authorities (IFCAs), Fisheries Local Action Groups (FLAGs), and Coastal Partnerships
- Environmental organisations (e.g. NGOs)
- Academia and wider research community
- Coastal community representatives/inhabitants, especially those from fishing communities
- The public, especially youth

### 4 Proposed methods & analysis

Tenderers are invited to propose specific, and potentially innovative, research and co-design approaches for meeting this brief. Tenderers should justify any specific methods and analyses chosen and should set out an appropriate sampling framework, where appropriate. Consideration should be given to ethical and data protection requirements and processes.

At least two stages are anticipated for this work:

**Stage 1:** A brief scoping phase will comprise a desk-based review of existing literature on approaches to considering and/or defining low impact fisheries. It will also comprise holding workshops with Defra policy staff to understand issues with current approaches to considering/defining low impact fisheries, as well as to identify stakeholders to take part in Stage 2's co-design process. A short scoping report of no more than 5 pages setting out a finalised approach to Stage 2 (and any other stages) will need to be provided to the project steering group for sign-off before further stages proceed.

**Stage 2:** This main project phase will be where the conducting of the co-design process, analysis of outputs from the co-design process, and reporting will be carried out. The stage will involve a series of workshops and potentially other engagement methods to co-design principles that can be used to define low-impact fishing. Strong facilitation skills will be required and significant groundwork will be needed to build trust and relationships. The first workshop will need to agree a terms of reference.

There is also an opportunity to deliver an additional stage between Stage 1 and Stage 2 to canvass expert opinion (e.g. via the Delphi method) on the range of principals and processes that should be considered as part of an initiative to define low impact fisheries. If proposing this stage tenderers should make a case for the value this stage would add.

## 5 Expertise required & project management

Applicants should have extensive experience of delivering co-designed or similar approaches. Previous experience of working within the marine sector is not essential, but applications are welcome from organisations with such experience.

Consortium bids are welcome, especially where these are formed to provide transdisciplinary, cross-sectoral, and boundary spanning elements.

There are various boundary spanning/boundary organisations that may be valued collaborators in delivering a co-design process with the fishing industry. These may be commercial and recreational fishing NGOs or similar organisations.

External facilitation would be required as a neutral actor between regulatory authorities and some stakeholders, as there is not a current strong culture of collaboration between certain groups. A facilitation organisation could partner with a research organisation as part of delivery to ensure the co-design approach were state-of-the-art.

Considering the scope of the work, effective project management will be needed. Applicants should set out how the research will be managed. A project steering group will be established by Defra, and is expected to meet monthly. Regular catch-ups (at least fortnightly) will also take place with the Defra project manager.

## 6 Proposed timelines

Project completion is required by the end of March, 2020. Tenderers should set out a detailed timeline, broken down by stage. Essential deliverable completion dates are listed below, but tenderers are invited to put forward additional deliverables as appropriate.

	<b>Details</b>	<b>Date</b>
Deliverable 1	Scoping stage report	Week beginning 30/09/19
Deliverable 2	Conducting of workshops and other engagement methods	Week beginning 30/12/19
Deliverable 3	Draft project report, including creation of a framework of principles for low impact fishing	Week beginning 24/02/20
Deliverable 4	Final project report and presentation	Week beginning 23/03/20

Please note that the proposed timelines are subject to change.

## 7 Reporting Requirements

The successful tenderer must produce the outputs outlined in each phase, (Microsoft Word format). Each report produced will include an explanation of any assumptions made, levels of uncertainty and how the evidence can be used. A project timeline will also be produced by the tenderer at the start of the project and agreed by the working group. The working group will also agree on when to convene in anticipation of reviewing outputs from the project milestones.

Please note that should you be successful you will be required to seek approval in advance from the Defra Project Officer of any press release, presentation or publication related to this project until the final report is published. There will also be a delay between the project end date and publication of the final report whilst Defra carry out quality assurance processes, possibly including independent peer review. After publication of the final report, you should keep the Defra Project Officer informed of any further use of data and/or findings from the project.

## 8 Payment Methods

Payment will be following satisfactory quality assurance of the agreed outputs/deliverables and sign-off from the working group.

# TECHNICAL EVALUATION QUESTIONS

### **E01 – Understanding of the specification and relevance to objectives. (Weighting 25%)**

Describe your understanding of the requirements detailed in Section 3 of this ITT (Specification of Requirements) and the relevance to the objectives laid out in the specifications.

#### Evaluation criteria

Your response should demonstrate:

- A thorough understanding of the topic and requirements outlined in the specification of requirements.
- Knowledge and understanding of policies, structures, and initiatives related to low impact fishing in England;
- A thorough knowledge of co-design processes;
- Knowledge of the interaction of this contract with other relevant projects and initiatives.

Your response must not exceed 4 sides of A4, font size 11. Any responses exceeding 4 sides of A4 will not be evaluated beyond the 4th page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc. Please upload a document with the filename: "E01\_Your Company Name".

### **E02 – Methodology. (Weighting 40%)**

Please provide details of the methodology and approaches proposed to deliver the requirements of this project.

### Evaluation Criteria

Your response should:

- Demonstrate a clear understanding of the nature of the requirements, a sound approach to meet the specific objectives identified within section 3 of this ITT and demonstrate how each one will be addressed;
- Include a clear, practical, achievable and cost effective methodology to deliver these requirements, including leverage of existing data sources;
- Include information in sufficient detail, to allow a full appraisal of the suitability of the approach to deliver for the project.

Please upload a document with the filename: "E02\_Your Organisation Name". Your response must not exceed a maximum of 5 sides of A4, font size 11.

### **E03 - Project planning, management, and delivery. (Weighting 10%)**

Please provide information on how you will plan, manage and deliver this project.

### Evaluation Criteria

Your response should:

- Include an organogram showing the project management structure and lines of communication and reporting;
- Include a project plan and a Gantt chart to show key timelines and milestones;
- Include details on the quality assurance processes in place and procedures to ensure that the final outputs are robust;
- Include an assessment of risks to the project and how these will be managed and mitigated.

Please upload a document with the filename: "E03\_Your Organisation Name". Your response must not exceed a maximum of 4 sides of A4, font size 11.

### **E04 – Expertise and experience. (Weighting 25%)**

Please provide details of your experience delivering and managing social research involving the research methods you have proposed, especially in the fisheries and angling sectors.

Please provide:

- Information on up to 3 relevant examples of projects undertaken which can be used to demonstrate suitable experience within the last 10 years.

- Details of the project team (including any sub-contractors) and the key personnel who will be involved, outlining their expertise to deliver the project. CVs should be attached as an annex (please limit to 2 sides of A4 per CV).

### Evaluation Criteria

Your response should:

- Identify all key staff (including sub-contractors), their grades, and roles within this project, and demonstrate that the project team is well suited to achieve the project's objectives.
- Demonstrate that the project team provides value for money, whilst retaining a good balance of expertise on the more challenging tasks.
- Demonstrate that the project team have suitable experience for the tasks required.

Please upload a document with the filename: "E04\_Your Organisation Name". Your response must not exceed a maximum of 4 sides of A4, font size 11.

A separate document must be uploaded for CVs. Please upload a document with the filename: "E04\_Your Organisation Name – CVs". Please limit to 2 sides of A4 per CV, font size 11.

You must also complete and upload the document "E04\_Staff Time Workbook", where possible detailing time commitments of specific staff members to specific project tasks. Evaluation of the workbook will constitute part of the assessment of criteria under E04.

## **COMMERCIAL EVALUATION**

Tenderers must provide a financial proposal, including rates and hours for each participating team member and costing analysed by work stages. Please provide Day Rates as set out in the Online Commercial Workbook "Staff Costs" worksheet. Please note that the information provided within this document should correlate to that information submitted in response to E03 Approach and Methodology in the Technical Evaluation.

The price evaluation will be scored as detailed in Evaluation (Section 2).



# APPENDIX A

## FORM OF TENDER

To be returned by 12:00hrs (UK time) on 30 August 2019

**TENDER FOR THE:** Assessing participation of the fisheries sector in UK science and management

Tender Ref:

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1. We have examined the invitation to tender and its schedules set out below (the **ITT**) and do hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 06 September 2019 for the period specified in the ITT.
  - Tender Particulars (Section 1)
  - Evaluation (Section 2)
  - Specification of Requirements (Section 3)
  - Form of Tender (Appendix A)
  - Authority's Conditions of Contract (Appendix B)
  - Authority's Travel and Subsistence Policy (Appendix C)
  - Commercially Sensitive Information (Appendix D)
  - Commercial Workbook (Appendix E)
  - Staff Workbook (Appendix F)
2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
  - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;

- b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
- c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
- d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
- e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and
- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:

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

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

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

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

**Signed**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**In the capacity of**

\_\_\_\_\_

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

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**Postal Address**

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**Post Code**

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**Telephone No.**

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**Email Address**

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05 August 19 version 2

# APPENDIX B

## AUTHORITY'S CONDITIONS OF CONTRACT

This document is available on the Authority's e-sourcing system Bravo.

05August19version2

# APPENDIX C

## AUTHORITY'S TRAVEL AND SUBSISTENCE POLICY

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

### Rail Travel

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

### Mileage Allowance

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

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

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

### UK Subsistence

Location	Rate
London (Bed and Breakfast)	£115
UK Other (Bed and Breakfast)	£75

# APPENDIX D

## COMMERCIALLY SENSITIVE INFORMATION

(If applicable, Tenderer to reproduce a similar table to the example below and then upload to Bravo).

Bravo)

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

05August19version1.0

# APPENDIX E

## COMMERCIAL WORKBOOK

This document is available on the Authority's e-sourcing system Bravo.

05August19version2

# APPENDIX F

## STAFF TIME WORKBOOK

This document is available on the Authority's e-sourcing system Bravo.

05August19version2