



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Invitation to Tender

Innovative TB Diagnostics Research Project

January 2020

Tender Reference: 26952

Important Notice

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

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

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

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

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

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

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

The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken

prior to the execution of a Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Authority reserves the right to withdraw from the procurement at any time or to re-invite Responses on the same or any alternative basis.

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

This ITT and the Information is confidential.

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

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

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

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

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SECTION 1: TENDER PARTICULARS

GLOSSARY

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

TERM	MEANING
“Authority”	the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the Innovative TB Diagnostics Research 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 of proof of concept research into innovative Tb diagnostic tools.

- 1.2 This procurement is NOT being carried out in accordance with the Regulations because it is a Research & Development requirement exempt under regulation 14. However, the Authority will conduct the procedure fairly, openly and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Tender;
 - award criteria and evaluation criteria which will be used to assess the Tenders; and
 - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause **Error! Reference source not found.**
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

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

Publish ITT for the procurement		30 th January 2020
Deadline for the submission of clarification questions	<i>Date</i>	28 th February 2020
	<i>Time</i>	12:00 (GMT)
Deadline for tenders	<i>Date</i>	6 th March 2020
	<i>Time</i>	12:00 (GMT)
Contract award notification		w/c 16 th March 2020
Duration of contract	<i>Start</i>	w/c 06 th April 2020
	<i>End</i>	06 th April 2021

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

- 3.14 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.
- 3.15 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.
- 3.16 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.
- 3.17.1 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

- 3.18 Tenderers may modify their Tenders prior to the deadline for Tenders. No Tenders may be modified after the deadline for Tenders.
- 3.19 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

- 3.20 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.
- 3.21 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

- 3.22 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

- 3.23 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

- 3.24 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.
- 3.25 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

- 3.26 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.
- 3.27 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.

3.28 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.

3.29 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.

3.30 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:

3.31 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.

3.32 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.

3.33 Subject to clauses 3.35 to 3.39 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.

3.34 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, **Error! Reference source not found.** and 3.35 to 3.39.

Commercially sensitive information and Freedom of Information

- 3.35 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.
- 3.36 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.
- 3.37 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.
- 3.38 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 **Error! Reference source not found.** and **Error! Reference source not found.**). 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.
- 3.39 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.

TUPE

3.54 Tenderers should determine whether or not they believe the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies to this procurement. Notwithstanding this, Tenderers will note that it is the Authority's view that TUPE is not likely to apply if this procurement results in a contract being awarded, although the Authority is not liable for this opinion. The Authority will wish to satisfy itself that Tenders are responsibly calculated and take full account of any likely TUPE obligations.

- 3.55 If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the deadline for Tenders.

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

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

SECTION 2: 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 any of the questions the Authority will reject your Tender.	Pass/Fail.
Stage 4	Grounds for Discretionary Rejection	This stage is not scored but if you answer "Yes" to any of the questions the Authority may reject your Tender.	Pass/Fail.
Stage 5	Financial & Economic Standing	This stage is not scored but you may be eliminated from the procurement if the Authority believes your organisation does not have the financial resources to provide the goods/services required.	Pass/Fail
Stage 6	Technical & Professional Ability – Project Specific Requirements) (Technical Questionnaire)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire. Some requirements are mandatory and if you cannot provide them your Tender may be rejected.	Scored (worth up to 80% of the overall score available) and some pass/fail E01 – Expertise in Diagnostics and TB Science (Pass/Fail) E02 – Brief Project Description (Pass/Fail) E03 – Innovation (Pass/Fail) E04 –Methodology to Meet the Project Objectives (50% of the total technical score available) E05 – Relevant Experience and Expertise (30% of the total technical score available)

			E06 – Project Management, Quality Assurance, Risk Management and Mitigation (20% of the total technical score available)
Stage 7	Pricing Schedule	Prices will be evaluated in accordance with criteria set out in the Pricing Schedule.	Scored – worth up to 20% of the overall score available
Stage 8	Final score	<p>If you pass stages 1 to 5 your Tender will be evaluated in stages 6 and 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 advantageous Tender will be the Tender with the highest final score.</p>	

- 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.

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

1. Glossary

bTB	Bovine tuberculosis (infection with <i>Mycobacterium bovis</i>)
OTF	Officially bovine tuberculosis free
Breakdown	A recorded incident of bTB in a herd
APHA	Animal and Plant Health Agency

2. Background

- 2.1 Bovine tuberculosis (bTB) is an infectious, contagious and notifiable disease of cattle and the most serious disease affecting the cattle industry in England, Wales and NI. BTB shows considerable geographical variation in its epidemiology. This is recognised in the different strategies across the four countries of the UK; across which animal health policy is devolved to each administration. The provisional 2017/18 annual government expenditure on bTB controls in England, Wales and NI was over £150 million, of which compensation and testing costs made up the largest share. Scotland achieved Officially Bovine TB Free (OTF) status in 2009. In 2014, the government introduced a strategy for achieving OTF status for England by 2038¹, In 2017 Welsh Government published the Wales Bovine TB eradication programme².
- 2.2 In 2018, the Secretary of State for Environment, Food and Rural Affairs commissioned an independent review of the government's 25-year bTB strategy to consider progress to date and the next steps to achieve OTF status in England³ by 2038, the so-called Godfray review. The review emphasised the need to improve the accuracy of cattle testing and disease monitoring tools available for Defra and APHA vets. It stated, 'the lack of high performance cattle diagnostic tools is 'probably the single greatest barrier to disease eradication'. This research scheme is being commissioned to address this recommendation.
- 2.3 In summary, this research requirement is motivated by the need to improve the diagnostic tools available to detect M.bovis infections in cattle. Defra TB R&D programme' (which is a non-devolved GB budget) is therefore launching a new scheme aimed at improving the bTB diagnostic tools available to our stakeholders. The scheme will use DEFRA budget to stimulate innovative TB diagnostic research projects up to 12 months in length, with a focus on proof of concept projects aimed at the development of diagnostic tools. As part of our R&D strategy and government's intention to prioritise investment in world-leading science research and skills in order to unleash productivity; Defra aims to improve the effectiveness, accuracy and user-friendliness of the variety of diagnostics tools available to our stakeholders.

¹https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/300447/pb14088-bovine-tb-strategy-140328.pdf

²<https://gov.wales/sites/default/files/publications/2017-11/wales-bovine-tb-eradication-programme.pdf>

3. Project Aims and Objectives

- 3.1 The aim of this scheme is to use Defra budget to stimulate innovative TB diagnostics research projects with a focus on proof of concept aimed at the development of new diagnostic tools for bTB. Each project will be up to 12 months in length and no more than £100,000. Defra aims to improve the effectiveness, accuracy and user friendliness of the variety of diagnostics tools available to our stakeholders. We are especially interested in novel approaches that draw on innovation from outside of the bTB arena.
- 3.2 There are two specific research objectives that must be addressed to meet the overall scheme aims.
 - 3.2.1 Innovative bTB diagnostics research that can clearly demonstrate potential positive impact for achieving Defra TB programme's objective to eradicate bTB in England by 2038.
 - 3.2.2 Create innovative research and begin product development of tools designed to support bTB stakeholders in diagnosing bTB infections.
- 3.3 The project should also aim to follow the below guidelines
 - 3.3.1 The proposed project must exploit creative and innovative ideas rather than repeating, continuing or extending existing activities or conducting substantively new research projects.
 - 3.3.2 Research output must be focused towards non-academic audiences and relevant user communities. You should demonstrate engagement with potential users and stakeholders throughout the project's definition and development process.
 - 3.3.3 Research must be deliverable within 12 months and establish a clear proof of concept. Even if the research cannot yield a final research product, they must demonstrate a potential for significant value to bTB diagnostics.
 - 3.3.4 Proposals need to demonstrate clearly how it will add significant value to pathways to impact activities that were already identified within the original award.

4. Scope

- 4.1.1 Must exploit creative and innovative ideas rather than repeating, continuing or extending existing activities or conducting substantively new research projects.
- 4.1.2 Research must be focused towards non-academic audiences and relevant user communities. You should demonstrate engagement with potential users and stakeholders throughout the project's definition and development process.
- 4.1.3 All research proposals must provide a solution or improvement(s) with demonstrable application to the bTB situation in the UK.
- 4.1.4 Research must be deliverable in 12 months and establish a proof of concept. Even if the research cannot yield a final research product, tenderers must demonstrate a potential for significant value to bTB diagnostics.
- 4.1.5 Proposals need to demonstrate clearly how their research will add significant value to bTB testing activities.
- 4.1.6 The Principal Investigator does not need to be resident in the UK and the support of Collaborators/ co-investigators is permitted.

4.2 Could Include:

- 4.2.1 Research deliverables could include but are not limited to; technological solutions, diagnostic tools, and multimedia applications.
- 4.2.2 Provision of, or better use of diagnostic data
- 4.2.3 Commercialisation, proof of concept or feasibility studies to test the potential application of ideas emerging from the research in different business, policy or practice contexts.

4.3 Does not Include

- 4.3.1 Cannot be used to extend an existing grant or award or to continue similar or existing activities or conduct further research.
- 4.3.2 Cannot be used to support resource enhancement activities or to develop or extend an existing website or resource.
- 4.3.3 Does not cover research leave type activities or primarily fund staff time.
- 4.3.4 Cannot be used to support principally academic outputs (such as an academic paper, conference or a publication).
- 4.3.5 Cannot be used to fund studentships or similar.

5. Analysis and Reporting

- 5.1 The Supplier(s) will be required to produce a report, which should include a short executive summary, details of the methodology, details of research findings and recommendations addressing the research objectives stated in paragraph 3.2 above
- 5.2 The report should follow the 1:3:25 principle (1 page summary; 3 page exec sum, main report with annexes) and be suitable for technical audiences.
- 5.3 In addition to the final report Suppliers will be required to produce and present a PowerPoint slide deck, which should adequately serve as a stand-alone, comprehensive summary of the research findings and make recommendations specifically addressing the research objectives stated in paragraph 3.2 above
- 5.4 The draft PowerPoint slide deck and report should be quality assured and fully address any feedback from the project manager as part of the project management process.
- 5.5 The final PowerPoint slide deck and report should be quality assured, fully meet the project aim and research objectives, and be of a publishable standard, revised in accordance with project manager and peer review feedback.

6. Project Management

- 6.1 The Supplier(s) will identify a specific individual as the main point of contact with the Defra project manager.

- 6.2 The Supplier will be required to attend an inception meeting at Defra's London offices in the first month of contract commencement to agree the details of the methodology, timelines and general ways of working. Actions where Defra project manager is expected to contribute (e.g., clearing a draft report) should be made identifiable at the outset of the project.
- 6.3 In addition, there will be a one day briefing session organised by Defra project manager in the first month of contract commencement. This session will provide a thorough overview of bTB policy area, covering details of the disease, historical measures and what is known of cattle keepers' behaviour to ensure the tenderer is fully informed of the policy space and can draw actionable insights from the research.
- 6.4 Throughout the duration of the Contract, the Supplier will provide appropriate written and/or other progress updates and will agree to meet with Defra officials as and when required. The frequency of contact will be decided at the start of the contract as part of the inception meeting, and will follow a pre-defined schedule of meetings and/or phone calls.
- 6.5 The Supplier will notify Defra without delay if there is a risk that the project timeline may extend for any reason.
- 6.6 Defra will inform the Supplier without delay if there is any deficiency in the quality of the services provided under the contract. The Supplier will take steps to ensure any problems are resolved as a matter of urgency.

7. Deliverables

- 7.1 A project plan, outlining key milestones, as agreed with Defra following an inception meeting.
- 7.2 A summary of progress and outcomes for each objective delivered at the end of each stage of work.
- 7.3 PowerPoint slide deck as described in paragraph 5.3. Final presentation of the slide deck in person at Defra's London offices.
- 7.4 A final report with overall findings and plans for future research provided by 30th April 2021 as described on paragraph 5.4.

8. Peer Review and Publication

- 8.1 Defra will arrange for the final report to be independently peer reviewed. Following peer review, the Supplier will be asked to make revisions prior to publication. The report will be published in line with Defra protocols once it has reached a publishable standard. Defra may seek opportunities to share findings among key stakeholders and more widely.

9. Selected relevant publications

- 9.1 In preparing for the tender bid it may be useful to refer to existing evidence in this area

EVALUATION QUESTIONS

Mandatory Requirements

Question	Description	Evaluation Method
E01 – Expertise with Diagnostic and TB Science	Please confirm your organisation has sufficient expertise in proof of concept research and diagnostic science to generate useful research.	Pass (Yes) /Fail (No)
E02 – Brief Project Description	<p>Please provide a brief project description, giving a non-technical summary of your proposal and a brief justification of your proposed method, including how it is informed by diagnostic science. It should be easily understood by non-specialists. If successful, this summary will be published on the Defra website.</p> <p>Your response must be a maximum of 500 words. Any responses exceeding 500 words will not be evaluated beyond the 500th word. Links to other documents will not be considered as part of your response, e.g., links to published documents online. Please upload a document with the filename: “E02_Your Company Name”. Failure to provide this information may result in elimination from this procurement exercise.</p>	Pass/Fail
E03 - Innovation	Please confirm that the project exploits creative and innovative ideas rather than repeating, continuing or extending existing activities or conducting substantively new research projects.	Pass (Yes)/Fail (No)

If the Tenderer scores a **No** or **Fail** in E01 to E03 then it will be eliminated from the procurement.

Technical Questionnaire

Evaluations of questions E04 – E07 will be based on responses to specific questions covering key criteria which are outlined below. Scores will be based on the following scoring:

- **For a score of 100: Excellent** – Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full
- **For a score of 70: Good** – Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled

- **For a score of 50: Acceptable** – Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements
- **For a score of 20: Poor** – Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled
- **For a score of 0: Unacceptable** – Nil or inadequate response. Fails to demonstrate an ability to meet the requirement

If you score 20 or less in respect of questions E04 – E076 then you may be eliminated from the procurement.

The weighted scores below for questions E04 – E06 are a percentage available of the total technical score of 80%.

Please note tenderers should not include commercial values in their technical responses. All price information should be submitted in the commercial section only.

E04 –Methodology to Meet Project Objectives (Weighting: 50%)

Please provide details of your research design and methodology, stating clearly how this meets the aims, objectives and deliverables detailed in the Specification.

Your response must include:

- A detailed qualitative methodology, including rationale for the recommended approach over other options considered; The methodology should describe differences between the proposed diagnostic tool and current options available to Defra stakeholders.
- A consideration of how the methodology can be designed to ensure the findings reliably translate to real-life context, where decisions are likely to be made as part of many daily tasks competing for attention and can be made very quickly;
- Details of how you will ensure insightful analysis from data collected.
- An exploitation of creative and innovative ideas rather than repeating, continuing or extending existing activities or conducting substantively new research projects.
- A focus towards non-academic audiences and relevant user communities.
- Research must be deliverable within 12 months of the Contract end date and establish a proof of concept. Even if the research cannot yield a final research product, they must demonstrate a potential for significant value to bovine TB diagnostics.

Responses to this question are restricted to a maximum of five sides of A4, font size 11. Any responses exceeding five sides of A4 will not be evaluated beyond page five. Links to other documents will not be considered as part of your response. Please upload a document with the file name: "E04_Your Company Name".

E05 – Relevant Experience and Expertise (Weighting: 30%)

Please provide details of the structure of the project team, including subcontractors if relevant, and the key personnel who will be involved in delivering the project, outlining their roles and responsibilities along with demonstrable evidence as to their relevant skills and expertise to deliver the scope of services. CVs for key individuals who will be involved in delivering the project can be attached as an annex (maximum of two sides of A4 per CV).

Please detail your organisation's experience and expertise in undertaking research to explore TB diagnostics or diagnostic tools with a clear potential for improving bTB diagnosis and relevant scientific. Provide any relevant examples of your organisation managing and completing research of the type proposed on time and to budget.

In addition, please detail your ability to provide expert judgment in areas where evidence gaps exist and where findings may be controversial, and your ability to communicate results effectively to promote uptake of any findings.

Experience and Expertise table

Staff Grade	Description
Category A	<p>Senior member of personnel, e.g Scientific Director having assumed responsibilities in his/her profession through the performance of management and supervision roles.</p> <p>Typically, he/ she shall have ten (10) years or more professional experience of which at least four (4) years must be relevant to the type of tasks to be performed under the contract at this level.</p>
Category B	<p>Certified member of personnel e.g. Senior Scientist / Researcher or Scientific / Research Manager having received a high-level training in his/her profession and recruited for his/her appreciated skills as regards professional practice.</p> <p>Typically, he/she must have five (5) years professional experience of which at least two (2) years shall be relevant to the type of tasks to be performed under the contract at this level.</p>
Category C	<p>Member of personnel such as a Scientist / Researcher.</p> <p>Typically, with two (2) to four (4) years' experience, with understanding and grounding in research projects and the type of tasks to be performed under the contract at this level.</p>

Category D	<p>Junior member of scientific / research personnel e.g. junior scientist / researcher.</p> <p>Typically, with two (2) years' experience. A newcomer to the profession but with training related to the type of tasks to be performed under the contract at this level.</p>
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Your response must cover the following:

- Complete the attached table detailing what category each of the project team falls into
- Demonstrate that the project team is well structured to ensure that all resources are in place for all of the required roles and responsibilities
- Include suitable CVs for the key roles
- Demonstrate how the team's skills and expertise are relevant to this contract
- Include relevant details of experience and examples of successfully completed projects.

Responses to this question are restricted to a maximum of four sides of A4, font size 11. CVs of no more than two sides of A4 can be uploaded in addition to this – please do not repeat the level of detail of the CVs in your response. Any responses exceeding four sides of A4 will not be evaluated beyond page four and any CVs exceeding 2 sides of A4 will not be evaluated beyond page 2. Links to other documents will not be considered as part of your response. Please upload a document with the file name: "E05_Your Company Name".

E06 – Project Management, Quality Assurance, Risk Management and Mitigation (Weighting: 20%)

Please provide details of the proposed project management arrangements including timelines and communication with Defra. If relevant, include details of any subcontracting arrangements and how this will be managed.

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

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

Your response must cover the following:

- A robust approach to project management with a description of how it will be implemented, including in relation to change management, issues escalation and quality control.
- A clear and achievable project plan, including a Gantt chart, which sets out the key milestones, including timelines, inter-dependencies, risks and issues.
- A table setting out the number of days each project team member will spend on this project. The table must detail staff by grade and total days effort to be spent at each stage of the project plan.



Staff Days.xls.xlsx

- Provide details of the strategies, policies or systems you will use to ensure the delivery of the project meets quality requirements, including work delivered by sub-contractors or through consortium arrangements.
- A risk register setting out key risks, including any technical, personnel, stakeholder, timetable and commercial risks, and provide details of risk mitigation and redress including in the event that outputs do not meet the specification.
- Specify the ethics and data protection standards the project will operate within.
- Tenders should make clear any expectations for further use or publication of the findings generated from this study.

Your response must be a maximum of four sides of A4, font size 11, with an additional one side of A4 for a Gantt chart and an additional one side of A4 for the project team member table. Any responses exceeding four sides of A4 will not be evaluated beyond page four. Links to other documents will not be considered as part of your response. Please upload a document with the filename: 'E06_Your Company Name'

Commercial Envelope

1. Tenderers must insert their pricing proposal in the Commercial Questionnaire on Bravo
2. Tenderers must provide a breakdown of their price in Appendix D and payments will be made against the milestones table.
3. Tenderers should note that commercial proposals over £100,000 will be rejected.
3. The price evaluation will be scored as follows:

The maximum marks available for this part of the Tender will be 20% and will focus on the cost-breakdown for delivering the full scope of requirements detailed in Section 3 of this ITT.

The total price submitted by Tenderers as part of the Commercial Questionnaire will be used for this evaluation.

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 Tenders are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

$$\text{Tenderer A Score} = £3000/£3000 \times 20 \% \text{ (Maximum available marks)} = 20 \%$$

$$\text{Tenderer B Score} = £3000/£5000 \times 20 \% \text{ (Maximum available marks)} = 12 \%$$

$$\text{Tenderer C Score} = £3000/£6000 \times 20 \% \text{ (Maximum available marks)} = 10 \%$$

Any travel and subsistence costs claimed for within your proposal must adhere to the departments T&S policy stated below.

Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private 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 (Upper Limit)
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

APPENDIX A
FORM OF TENDER

To be returned by 16:00hrs (UK time) on 6th March 2020

Aman Sharma
Procurement Advisor
Department for Environment, Food and Rural Affairs
Procurement and Commercial Function
Nobel House
17 Smith Square
London, SW1P 3JR

TENDER FOR THE: Innovative TB Diagnostics Research Project.

Tender Ref: 26952

-
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 6 April 2020 for the period specified in the ITT.
 - Tender Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
 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**

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B

R&D Terms and Conditions



Conditions of
Contract Research &