



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

## Request for Quotation:

# Identifying the combined effect of developed land on the availability of potential functionally linked land around the Humber Estuary Special Protection Area

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

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

Your response should be returned to the following email address by:

Email: [Alice.Megaw@naturalengland.org.uk](mailto:Alice.Megaw@naturalengland.org.uk)

Date: 21/08/2023

Time: 09:00

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

## Contact Details and Timeline

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

Action	Date
Date of issue of RFQ	31-07-2023 at 09:00 GMT
Deadline for clarifications questions	14-08-2023 at 13:00 GMT
Deadline for receipt of Quotation	21-08-2023 at 09:00 GMT
Intended date of Contract Award	04-09-2023
Intended Contract Start Date	18-09-2023
Intended Delivery Date / Contract Duration	29-02-2024

## Glossary

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

“Authority”	Means Natural England who is the contracting authority.
“RFQ”	Means this Request for Quotation and all related documents published by the Authority and made available to suppliers.
“Response”	means the information submitted by a supplier in response to the RFQ.
“Contract”	Means the contract to be entered into by the Authority and the successful supplier.

## Conditions applying to the RFQ

You should examine your response to the RFQ and related documents ensuring it is complete prior to submitting your completed quotation.

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

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

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

## Acceptance of Quotations

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

## Costs

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

## Self-Declaration and Mandatory Requirements

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

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

## Clarifications

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

The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all suppliers via email unless deemed commercially sensitive.

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

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

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

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

## Amendments

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

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

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

## Conditions of Contract

The Authority's standard Condensed Terms and Conditions provided as part of the RFQ will be included in any contract awarded as a result of this quotation process. The Authority will not accept any changes to these terms and conditions proposed by a supplier.

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

## Prices

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

## Disclosure

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

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

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

- Central Contracting Authority's: £12,000
- Sub Central Contracting Authority's and NHS Trusts: £30,000

For the purpose of this RFQ the Authority is classified as a Central Contracting Authority with a publication threshold of '£12,000' inclusive of VAT.

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

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

## Disclaimers

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

The Authority does not:

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

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

## Protection of Personal Data

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

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

## General Data Protection Regulations 2018

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

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

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

## Equality, Diversity & Inclusion (EDI)

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

Suppliers are expected to:

- support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of [Defra group's Equality & Diversity Strategy](#).
- meet the standards set out in the [Government's Supplier Code of Conduct](#)
- work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed and opportunities realised.

## Sustainable Procurement

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

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

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

## Conflicts of Interest

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.

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

Where the supplier is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a quotation). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a quotation being rejected.

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

## Section 2: Specification of Requirements

### Identifying the combined effect of developed land on the availability of potential functionally linked land around the Humber Estuary Special Protection Area

#### 1. Background

##### 1.1 Natural England

The Authority is Natural England. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information about the Authority can be found at: <https://www.gov.uk/government/organisations/natural-england>

Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy.

Natural England has a number of statutory roles including as a Statutory Nature Conservation Body (SNCB) under the Conservation of Habitats and Species Regulations 2017 (as amended) ('the Habitats Regulations'), where it has a duty to provide substantive advice to ensure that any direct, indirect and/or cumulative impacts of development proposals on European sites are addressed and ensuring that relevant legislation and guidance is followed.

##### 1.2 The Humber Estuary

The Humber Estuary is internationally designated under the Conservation of Habitats and Species Regulations 2017 (as amended) as:

- [Humber Estuary Special Area of Conservation \(SAC\)](#)
- [Humber Estuary Special Protection Area \(SPA\) \(Figure 1\)](#)

The Humber Estuary is also designated as a wetland of international importance under the Ramsar Convention as:

- [Humber Estuary Ramsar](#)

These designations are in recognition of the international importance of the area for these habitats and species, and afford legal protection against the deterioration of habitats and damaging impacts to the species (including disturbance) for which they have been designated.



The international designations are legally underpinned by a number of separate, nationally designated Sites of Special Scientific Interest (SSSIs) under section 28(1) of the Wildlife and Countryside Act 1981. These are namely:

- [Humber Estuary - 2000480 SSSI](#)
- [North Killingholme Haven Pits SSSI](#)
- [Saltfleetby - Theddlethorpe Dunes SSSI](#)
- [The Lagoons SSSI](#)

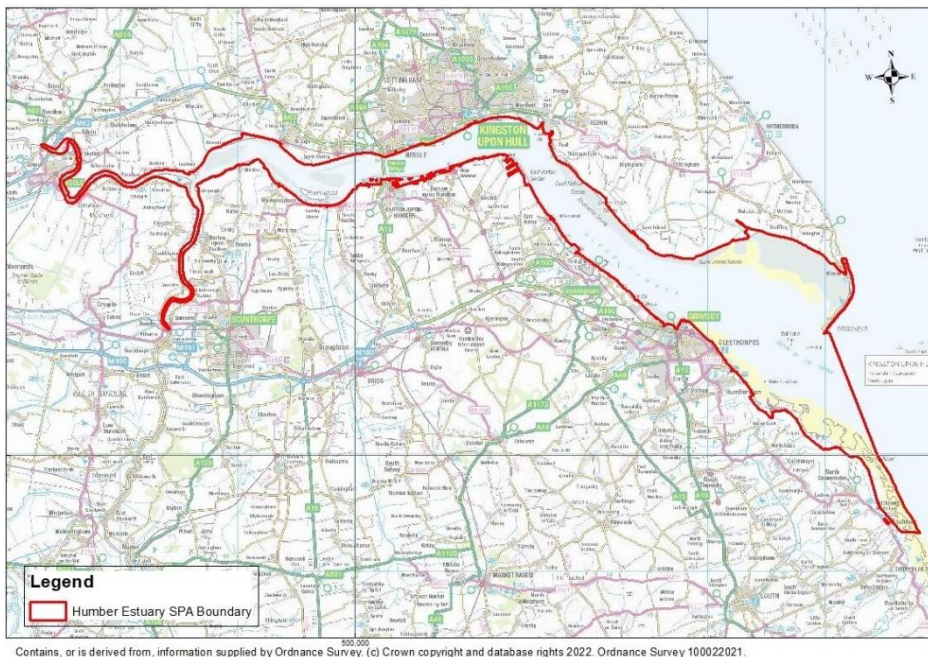


Figure 1: Humber Estuary SPA boundary.

The Humber Estuary is a large estuary with a high tidal range, its high suspended sediment loads feed a dynamic and rapidly changing system of accreting and eroding intertidal and sub-tidal mudflats and sandflats as well as saltmarsh and reedbeds. Other notable habitats include sand dunes, sub-tidal sandbanks and coastal lagoons. The Humber Estuary's diverse habitats provide important habitat for grey seal and migrating sea lamprey and river lamprey, in addition to supporting a variety of wintering, passage and breeding birds, including internationally important populations of a number of species.

The Humber Estuary separates the historic counties of Yorkshire and Lincolnshire and is an important industrial area and busy commercial waterway, which contributes to the local and national economy. The estuary houses the largest shipping complex in the UK, with the ports of the estuary accounting for 13-15% of the UK seaborne trade. Industries along the estuary include chemical works, oil refinery complexes and power stations, and the area is anticipated to be a key location for strategic scale carbon capture and storage technologies designed to help meet the UK's Net Zero targets. Other development demands in the area include a range of industrial and residential developments associated with the neighbouring Local Authorities. The purpose of Natural England's sustainable development programme is to enable thriving wildlife populations, with beautiful landscapes and seascapes that are enjoyed by people whilst enabling

society to prosper. Our priorities include working towards a more proactive and strategic approach to planning work to deliver more for the natural environment in the long term

### 1.3 Functionally Linked Land and the Humber Estuary

The Humber Estuary SPA is designated for a variety of wintering, passage and breeding birds, including species that also rely on areas outside of the designated site boundary. Inland terrestrial sites in proximity to the estuary are used extensively as high tide roosts and provide important supporting feeding habitats for some of the SPA bird species. These areas are considered to be functionally linked to the designated site and are often referred to as functionally linked land (FLL)<sup>1</sup>. At the time of designation in 2007, there was insufficient evidence to include terrestrial FLL within the designated site boundary, which would have afforded protection to these sites.

There has been pressure for development around the estuary for decades, however this has intensified in recent years, with some key grassland and arable sites being targeted for development. The region has recently been successful in a bid to become a Humber-wide freeport. With plans for the area now focused on meeting priority sector targets in green energy, job creation, and UK supply chain logistics, the demand for development land is set to increase.

As a result of these development pressures, Natural England has become increasingly concerned regarding the impact of development on the availability of FLL surrounding the Humber Estuary. Loss of habitat may result in an increase in local bird densities and have consequences for individual bird fitness in terms of increased energy expenditure for flight, competition with other birds for food, and lack of knowledge of foraging resources in other areas which might make it more difficult to find food (Mander et al., 2021<sup>2</sup>). Consequently, this may lead to effects on breeding productivity and ultimately population size (Baker et al., 2004<sup>3</sup>; Piersma et al., 2016<sup>4</sup>; Studds et al., 2017<sup>5</sup>). Therefore, developments affecting these supporting habitats have the potential to affect the SPA and loss of functionally linked land over time has been linked to population declines for some SPA bird species. However, evidence relating to past changes in the availability of potential FLL around the Humber Estuary SPA is currently lacking.

A key aspect of Natural England's growing strategic approach to planning work could be Protected Site Strategies (PSS). The PSS development project is a research and development project focussed on developing how these new powers can most effectively address off-site

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<sup>1</sup> Functionally linked land (FLL) refers to areas of land or sea outside a designated site which are considered to be critical to, or necessary for the ecological or behavioural functions of a qualifying feature for which a site has been designated.

<sup>2</sup> Mander, L., Scapin, L., Thxter, C., Forster, R. and Burton, N. (2021). Long-Term Changes in the Abundance of Benthic Foraging Birds in a Restored Wetland. *Front. Ecol. Evol., Sec. Conservation and Restoration Ecology*, Volume 9.

<sup>3</sup> Baker, A. J., Gonzalez, P. M., Piersma, T., Niles, L. J., de Lima Serrano do Nascimento, I., Atkinson, P. W., et al. (2004). Rapid population decline in red knots: fitness consequences of decreased refuelling rates and late arrival in Delaware Bay. *Proc. R. Soc. London. Series B: Biol. Sci.* 271, 875–882.

<sup>4</sup> Piersma, T., Lok, T., Chen, Y., Hassell, C. J., Yang, H.-Y., Boyle, A., et al. (2016). Simultaneous declines in summer survival of three shorebird species signals a flyway at risk. *J. Appl. Ecol.* 53, 479–490.

<sup>5</sup> Studds, C. E., Kendall, B. E., Murray, N. J., Wilson, H. B., Rogers, D. I., Clemens, R. S., et al. (2017). Rapid population decline in migratory shorebirds relying on Yellow Sea tidal mudflats as stopover sites. *Nat. Commun.* 8:14895.

pressures negatively impacting protected site(s) condition. The development project includes five pilot projects at locations across the UK, one of which is the Humber Estuary.

The PSS pilot will respond to the challenge of balancing the demand for development land and the need to safeguard terrestrial habitat for SPA bird species. The overarching aim is to identify extant areas of functionally linked land, and sites that could be used to create new areas, for the provision of mitigation, or to enhance the quality and extent of the feeding and roosting resource for SPA bird species. It will also attempt to quantify the factors that make a site suitable for birds, a framework which could be used to inform the creation of new or alternative feeding or roosting sites.

The prime objective of the PSS pilot is to provide all those engaged with strategic planning and development management with a robust evidence base to assist in assessing plans and projects which could impact on the protected sites while ensuring that sufficient feeding and roosting resources are available to SPA bird populations. In doing so, the costs and complexities associated with developing project specific mitigation solutions will be reduced, increasing capacity to engage with proactive nature recovery projects.

## 2. Requirement

This work is being led by the Yorkshire and Northern Lincolnshire area team in Natural England and will form part of the Humber Estuary PSS pilot. As an evidence-based organisation, we need to ensure that we have the best available information to inform our advice to decision making bodies on land use changes that may impact the Humber Estuary SPA, such as planning applications, local plans and the development of strategic approaches.

Although we are aware of widespread development in the region through our statutory roles, there is limited evidence regarding changes in availability of land in proximity to the Humber Estuary SPA since its designation in 2007. We therefore consider there to be value in mapping development that has taken place in this area since 2007 to provide a visual representation of past land use changes and overall availability of potential supporting habitat.

The aim of this project is to create comprehensive maps of development within 10 km of the SPA to provide an overview of changes and trends in land use and availability of potential FLL. This evidence is considered important to assist those engaged with strategic planning and development management, within and outside Natural England, in assessing plans and projects which could impact on potential supporting habitat around the Humber Estuary SPA. It will inform Natural England Yorkshire and Northern Lincolnshire area team's approach to statutory casework and other projects within the Humber Estuary PSS pilot.

The maps will also provide an important tool for Natural England to communicate past land use changes and pressures around the Humber Estuary with partners and stakeholders in a more visual and novel way to inform evidence-based approaches to planning. It may also inform future research, such as analysis of the relationship between land use change and bird numbers. Overall, the maps will form part of a larger evidence base, developed through the PSS, to inform approaches to assessing proposed developments and ensure that sufficient feeding and roosting resources are available to support SPA bird populations.

## 2.1 Maps of development

The purpose of this project is to create a visual representation of where and when new development (as defined in the Town and Country Planning Act 1990 (as amended)) (excluding householder applications under permitted development rights) has occurred outside existing urban areas within a 10 km radius of the Humber Estuary since designation of the SPA in 2007. The maps should also include some key information as outlined below.

The methodology and approach to be agreed with Natural England prior to commencement, including (but not limited to) the datasets to be used and proposed approach to defining 'existing urban areas.'

Relevant datasets should be identified and obtained to create map/s with digitised polygons for each relevant planning application red line boundary, including the following special attributes:

1. Distance from Humber Estuary SPA designated site boundary
2. Year of development (or appropriate time period if data for every year are not available).  
The appropriate year should be determined and confirmed with Natural England (i.e., date planning permission issued, date of development commencement, or date of development completion), based on the datasets obtained.
3. Land use type prior to development
4. Land use type following development
5. Planning application reference number and name of relevant Local Authority.

Spatial data must be in ESRI ArcGIS format, including a 'source' attribute for each record to identify where information came from.

It should be possible to visually distinguish between developments completed in different years (or time periods), for example by additional provision of separate layers for each year, or colour of polygons.

The polygons must also include basic planning application details, *i.e.* planning application reference number, name of relevant Local Authority, and land use type following development.

The supplier can request to use data held by Natural England and complete some of our contractor licences at <https://www.gov.uk/guidance/how-to-access-natural-englands-maps-and-data#request-data>.

Any data reproduced in all or in part, or used to derive the work, must be owned by or licensed to Natural England. You must attach a metadata file with your output so we can easily understand the lineage (what information products have been used in the output) and ensure the correct licensing and copyright attributions are applied. A metadata template can be supplied by Natural England. Details must be provided of any third-party data consulted or incorporated, and the processes used either within the Lineage section of the metadata, or within the report. The Intellectual Property Rights resulting from the work shall belong to Natural England. The outputs must be suitable for public access.



## 2.2 Summary report and webinar

The results will be included in a written summary report (MS word and PDF). The scope of this report must be agreed with Natural England and must include:

- Introduction to the project
- Method(s) used
- Results
- Assessment of results (such as trends by time period, location and type of development).
- References
- Details of data lineage and licensing (unless comprehensively described in the metadata, as above)

The supplier must comply with [Natural England publishing standards for commissioned reports \(NECR000\)](#) and use the report template provided on the page, following the guidance within it. The supplier must include a clear section on any third-party data replicated or used to derive the output from, and how, within the report. An electronic copy of the draft report, in Word format, should be submitted to Natural England for consideration and comments. The cover of all reports or drawings will include a statement © Natural England and the date of creation. All reports should be submitted according to the timescales provided.

It should be noted that the creation of mitigation land for loss of FLL associated with developments will have been provided in some cases. Therefore, the implications of such mitigation provision on the overall availability of potential FLL should be considered, for example through inclusion of an additional layer or further special attribute/s for provision of mitigation, or appropriate consideration in the summary report. The approach must be agreed with Natural England.

Findings will also be communicated via a 1-hour webinar (or similar) for the Natural England project steering group and other interested parties. The webinar slides should be shared with the Natural England project steering group and other interested parties.

## 3. Sustainability

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

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

## 4. Outputs and Contract Management

This contract shall be managed on behalf of the Authority by:

Project officer: Alice Megaw

Support officer: Katharine Carson

The project officer will serve as the principle point of contact from Natural England. They will be responsible for the day-to-day management of this contract and will coordinate Natural England's attendance at regular meetings to review the work and ensure it meets the project's aims and objectives. As outlined below, meetings will be incorporated into the programme of works to discuss progress and facilitate feedback provision. Meetings will be organised by the contractor.

The contractor will be expected to appoint a Project Manager who will act as the principle point of contact and will be responsible for the day-to-day management of the project. The contractor will be required to regularly update the Natural England Project Officer on project progress via meetings (MS Teams preferred) arranged by the contractor, and email/ phone updates, where necessary. Any unforeseen issues arising in the course of the contract must be raised with the Project Officer as early as possible to facilitate prompt resolution. The contractor is responsible for assessing the risks associated with the project as planned and for putting in place mitigation measures to respond to them.

### 4.1 Summary of outputs

1. Digitised map/s of development outside existing urban areas within 10km of the Humber Estuary SPA since 2007, including special attributes as detailed above in 2.1.
2. Metadata file, as detailed above in 2.1.
3. Draft summary report to be produced for review by Natural England, including details as set out above in 2.2.
4. Final summary report, including details as set out above in 2.2.
5. Presentation of findings to the Natural England project steering group and other interested parties, as detailed above in 2.2.

Reference	Deliverable	Responsible Party	Date of completion
Task 1	Project start and inception meeting  Key project milestones for fieldwork, data collation and analysis, and submission of completed draft and final reports will be agreed at a project inception meeting between	Contractor/ Natural England	W/c 18/09/2023

	the supplier and the Project Officer in advance of fieldwork. This meeting will take place via video conference.		
<b>Task 2</b>	Detailed methodology finalised  Confirmed via email.	Contractor	W/c 02/10/2023  (estimated)
<b>Task 3</b>	Progress meeting via video conference	Contractor	W/c 30/10/2023
<b>Task 4</b>	Data gathering complete	Contractor	W/c 20/11/2023  (estimated)
<b>Task 5</b>	Report and maps drafted for review	Contractor	W/c 02/01/2024
<b>Task 6</b>	Report and maps finalised and signed off	Contractor / Natural England	W/c 19/02/2024
<b>Task 7</b>	Present findings to the Natural England project steering group and other interested parties	Contractor/ Natural England	W/c 26/02/2024

## 4. Payment

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

The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Natural England should be invoiced once the final report, maps and data have been supplied to and signed off by Natural England at the end of the project.

It is anticipated that this contract will be awarded for a period of **6 months** to end no later than **29/02/2024**. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

## 5. Evaluation Methodology

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

Technical (quality) – 70%

Commercial (price) – 30%

### 5.1 Evaluation criteria

Evaluation weightings are 70% technical and 30% commercial, the winning tenderer will be the highest scoring combined score.

Award Criteria	Weighting (%)	Evaluation Topic & Weighting	Sub-Criteria	Weighted Question
Technical	70%	Service / Product Proposal	Methodology	1 question  <b>Q1 (50% of technical score available)</b> Provide details of the methodology and approaches proposed to deliver the requirements of this project.
			Key personnel and technical expertise	1 question  <b>Q2 (25% of technical score available)</b> Provide details of the key personnel proposed to deliver the requirements of this project.
			Project and Risk Management	2 questions  <b>Q3.1 (10% of technical score available)</b> Provide details of how you intend to manage the project to identify risks and ensure that



				<p>project tasks are achieved within the timescales.</p> <p><b>Q3.2 (10% of technical score available)</b> Provide details of how you intend to quality assure work undertaken as part of this project.</p>
			<b>Environmental Sustainability</b>	<p>1 Question</p> <p><b>Q4 (5% of technical score available)</b> Provide evidence that you pursue sustainability in your operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to its objectives.</p>
<b>Commercial</b>	<b>30%</b>	<b>Whole life cost of the proposed Contract</b>	<b>Commercial Model</b>	<p>1 Question</p> <p><b>Q6 (100% of commercial score available)</b> Provide a detailed breakdown of the costs to provide the deliverables stated in the Specification of Requirements.</p>

## 5.2 Scoring responses

### 5.2.1 Technical (70%)

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

Description	Score	Definition
<b>Very good</b>	100	Addresses all the Authority's requirements with all the relevant supporting information set out in the RFQ. There are no weaknesses and therefore the tender response gives the

		Authority complete confidence that all the requirements will be met to a high standard.
<b>Good</b>	70	Addresses all the Authority's requirements with all the relevant supporting information set out in the RFQ. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.
<b>Moderate</b>	50	Addresses most of the requirements with most of the relevant supporting information set out in the RFQ. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.
<b>Weak</b>	20	Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met.
<b>Unacceptable</b>	0	No response or provides a response that gives the Authority no confidence that the requirement will be met.

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

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

## Methodology

## Detailed Evaluation Criteria

**Q1 Provide details of the methodology and approaches proposed to deliver the requirements of this project.**

Your response should:

- 1) Demonstrate a clear understanding of the nature of the requirements.
- 2) Be a clear, practical, achievable, and cost-effective methodology to deliver these requirements. Including a proposed outline schedule or timetable of works and details of the proposed approach to data collation and creation of maps.
- 3) Have sufficient detail to allow a full appraisal of the suitability of the approach to deliver for the project.

**Key personnel and technical expertise**

**Detailed Evaluation Criteria**

**Q2 Provide details of the key personnel proposed to deliver the requirements of this project.**

Your response should:

- 1) Provide relevant qualifications, technical merit and experience of the project team personnel that would be engaged on the contract. Please include abridged CVs of the proposed team members.
- 2) Provide examples of similar projects that the team have worked on to demonstrate experience of obtaining and using relevant/similar datasets.
- 3) Demonstrate experience of ArcGIS in the context of mapping planning/land use data. Provide examples of analysis, presentation and reporting of ecological results generated from mapping.

**Project and Risk Management**

**Detailed Evaluation Criteria**

<b>Q3.1 Provide details of how you intend to manage the project to identify risks and ensure that project tasks are achieved within the timescales.</b>	<p>Your response should:</p> <ol style="list-style-type: none"> <li>1) Provide an assessment of the potential risks to project delivery and mitigation (including contingency in the event of delays)</li> <li>2) Detail how you intend to manage the contract, including any consortium or sub-contracting arrangements, to ensure that project tasks and timescales are achieved.</li> </ol>
<b>Q3.2 Provide details of how you intend to quality assure work undertaken as part of this project.</b>	<p>Your response should:</p> <ol style="list-style-type: none"> <li>1) Demonstrate quality assurance measures that will be implemented to ensure deliverables are provided to a high standard, efficiently and on time.</li> </ol>

<b>Environmental Sustainability</b>	<b>Detailed Evaluation Criteria</b>
<b>Q4 Provide evidence that you pursue sustainability in your operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to its objectives.</b>	<p>Your response should:</p> <ol style="list-style-type: none"> <li>1) Describe your approach to sustainability and how this will be managed and adopted throughout the project. The successful contractor is likely to be able to provide a copy of their environmental policy and any environmental accreditation schemes, which they have been awarded or are working towards.</li> </ol>

### 5.3 Commercial (30%)

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

Suppliers are required to submit a total cost to provide the deliverables stated in the Specification of Requirements. In addition to this the Commercial Response template must be completed to provide a breakdown of the whole life costs against each deliverable used in the delivery of this requirement

### 5.4 Calculation Method

The method for calculating the weighted scores is as follows:

- Commercial Score = (Lowest Quotation Price / Supplier's Quotation Price ) x **30%**  
(Maximum available marks)
- Technical Score = (Bidder's Total Technical Score / Highest Technical Score) x **70%**  
(Maximum available marks)

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

## 6. Information to be returned

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

Please complete and return the following information:

1. Commercial Response template
2. Separate response submission for each technical question (in accordance with the response instructions)
3. Mandatory Requirements (Annex 1)
4. Acceptance of Terms and Conditions (Annex 2)

## 7. Award

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email.

The successful supplier will be issued the contract, incorporating their Response, for signature. The Authority will then counter sign.

# Annex 1 Mandatory Requirements

## Part 1 Potential Supplier Information

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

### Part 1.1 Potential Supplier Information:

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

Note: See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

### Part 1.2 Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

## Part 2 Exclusion Grounds

### Part 2.1 Grounds for mandatory exclusion

Question no.	Question	Response
2.1(a)	Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below.	
	Participation in a criminal organisation.	(Yes / No) If yes please provide details at 2.1 (b)
	Corruption.	((Yes / No) If yes please provide details at 2.1 (b)
	Fraud.	(Yes / No) If yes please provide details at 2.1 (b)

	Terrorist offences or offences linked to terrorist activities	(Yes / No) If yes please provide details at 2.1 (b)
	Money laundering or terrorist financing	(Yes / No) If yes please provide details at 2.1 (b)
	Child labour and other forms of trafficking in human beings	(Yes / No) If yes please provide details at 2.1 (b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.1 (c)	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning)	(Yes / No)
2.1(d)	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the	(Yes / No)



	organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.1(e)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

## Part 2.2 Grounds for discretionary exclusion

Question no.	Question	Response
2.2(a)	<p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation</p>	
2.2(b)	Breach of environmental obligations?	<p>(Yes / No)</p> <p>If yes please provide details at 2.2 (f)</p>
2.2(c)	Breach of social obligations?	<p>(Yes / No)</p> <p>If yes please provide details at 2.2 (f)</p>
2.2(d)	Breach of labour law obligations?	<p>(Yes / No)</p> <p>If yes please provide details at 2.2 (f)</p>
2.2(e)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior	<p>(Yes / No)</p> <p>If yes please provide details at 2.2 (f)</p>

	contract, damages or other comparable sanctions?	
2.2 (f)	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

## **Annex 2 Conditions of Contract & Acceptance of Terms and Conditions**

**CONTRACT FOR**

**[                      ]**

**REF: [      ]**

**DATED:**

**THIS CONTRACT** is dated

## **BETWEEN**

- (1) **NATURAL ENGLAND** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”); and
- (2) [*insert full name of supplier*] of [[*insert full address*] or if registered company insert the following [*registered in England and Wales under number [insert company number] whose registered office is [insert address]*]] (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

## **BACKGROUND**

- a) The Authority requires the services set out in Schedule 1.
- b) The Authority has awarded this contract for the services to the Supplier and the Supplier agrees to provide the services in accordance with the terms of the contract.

## **AGREED TERMS**

### **1 Definitions and Interpretation**

- 1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: [www.gov.uk/government/organisations/natural-england](http://www.gov.uk/government/organisations/natural-england)

**'Contract Term'**: the period from the Commencement Date to the Expiry Date.

**'Contracting Authority'**: an organisation defined as a contracting authority in Regulation 3 of the Public Contract Regulations 2006.

**'Default'**: a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

**'Dispute Resolution Procedure'**: the dispute resolution procedure set out in Clause 20.

**'Force Majeure'**: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier's supply chain.

**'Fraud'**: any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

**'Good Industry Practice'**: standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

**'Goods'**: all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**'Intellectual Property Rights'**: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and

particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

**‘IP Materials’:** all Intellectual Property Rights which are:

(a) furnished to or made available to the Supplier by or on behalf of the Authority; or

(b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

**‘Price’:** the price for the Services set out in Schedule 2.

**‘Replacement Supplier’:** any third party supplier of services appointed by the Authority to replace the Supplier.

**‘Staff’:** all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

**‘Sub-contract’:** any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

**‘Sub-contractor’:** third parties which enter into a Sub-contract with the Supplier.

**‘Valid Invoice’:** an invoice containing the information set out in Clause 3.3.

**‘VAT’:** Value Added Tax.

**‘Working Day’:** Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- (d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- (f) references to the Services include references to the Goods;
- (g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- (h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

## **2 Contract and Contract Term**

- 2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the “**Services**”) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on [*insert date*] (the “**Commencement Date**”) and ends on [*insert date*] (the “**Expiry Date**”) unless terminated early or extended in accordance with the Contract.

### 3 Price and Payment

3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

3.2 The Authority shall:

(a) provide the Supplier with a purchase order number ("**PO Number**"); and

(b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

3.3 A Valid Invoice shall:

(a) contain the correct PO Number;

(b) express the sum invoiced in sterling; and

(c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

3.4 The Supplier shall submit invoices *[[each month] OR [insert other interval]]* to the Authority at the following addresses:

(a) [APinvoices-NEG-U@gov.sscl.com](mailto:APinvoices-NEG-U@gov.sscl.com) or

(b) SSCL Finance, Room 211, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX.

3.5 The Supplier acknowledges that:



(a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;

(b) invoices which do not include the information set out in Clause 3.3 will be rejected.

3.6 Any late payment by the Authority of an undisputed Valid Invoice will be subject to interest at the rate of 3% above the base rate from time to time of Barclays Bank plc.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

#### **4 Extension of the Contract**

4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to [*insert number of months or period*].

#### **5 Warranties and Representations**

5.1 *The Supplier warrants and represents for the Contract Term that:*

(a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;

(b) the Contract is executed by a duly authorised representative of the Supplier;

(c) in entering the Contract it has not committed any Fraud;

- (d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- (g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- (h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- (i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

**5.2**     *The Supplier warrants and represents that in the 3 years prior to the date of the Contract:*

- (a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- (b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and

- (c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

## **6 Service Standards**

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
  - (a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or
  - (b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.

- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

## **7 Termination**

- 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
- 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
- (a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
  - (b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
  - (c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
  - (d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;

- (e) subject to Clause 7.3, the Supplier commits a Default;
- (f) there is a change of control of the Supplier; or
- (g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

## **8 Consequences of Expiry or Termination**

8.1 If the Authority terminates the Contract under Clause 7.2:

- (a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- (b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- (a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and

- (b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

## **9 Liability, Indemnity and Insurance**

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

9.4 Subject to Clause 9.1:

(a) neither Party is liable to the other for any:

(i) loss of profits, business, revenue or goodwill;

(ii) loss of savings (whether anticipated or otherwise); and/or

(iii) indirect or consequential loss or damage

(b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 10x the value of the Contract whichever is the lower amount.

9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.

9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

## **10 Confidentiality and Data Protection**

10.1 Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

10.2 Clause 10.1 shall not apply to any disclosure of information:

(a) required by any applicable law;

(b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;

(c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or

(d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

10.3 The Supplier shall, and shall procure that Staff shall, comply with any notification requirements under the Data Protection Act 1998 ("**DPA**") and shall observe its obligations under the DPA which arise in connection with the Contract.

10.4 Notwithstanding the general obligations in Clause 10.3, where the Supplier is processing Personal Data as a Data Processor (as those terms are defined in the DPA) for the Authority, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to prevent unauthorised or unlawful processing of the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 of the DPA.



10.5 The Supplier shall:

- a) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 10.4;
- b) not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA; and
- c) provide the Authority with such information as it may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA.

**11 Freedom of Information**

- 11.1 The Supplier acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the “**Information Acts**”) and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 11.2 If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

**12 Intellectual Property Rights**

- 12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.
- 12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority’s acts or omissions.

**13 Prevention of Corruption and Fraud**

- 13.1 The Supplier shall act within the provisions of the Bribery Act 2010.
- 13.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.
- 13.3 The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

## **14 Discrimination**

- 14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

## **15 Environmental and Ethical Policies**

- 15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

## **16 Health and Safety**

- 16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

- 16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1976, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.
- 16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

## **17 Monitoring and Audit**

- 17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.
- 17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.
- 17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

## **18 Transfer and Sub-Contracting**

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.

18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:

- (a) remain responsible to the Authority for the performance of its obligations under the Contract;
- (b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
- (c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
- (d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.

18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (b) any private sector body which performs substantially any of the functions of the Authority.

18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

## **19 Variation**

19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "**Variation**").

19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.

19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

(a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or

(b) refer the request to be dealt with under the Dispute Resolution Procedure.

## **20 Dispute Resolution**

20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.

20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.

20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

20.5 A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

## **21 Supplier's Status**

- 21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

## **22 Notices**

- 22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

## **23 Entire Agreement**

- 23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

## **24 Third Party Rights**

- 24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

## **25 Waiver**

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
- 25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

## **26 Publicity**

- 26.1 The Supplier shall not without Approval:

- (a) make any press announcements or publicise the Contract or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement.

26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

## **27 Force Majeure**

27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.

27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

## **28 Governing Law and Jurisdiction**

28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.

28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.



## SCHEDULE 1

### SPECIFICATION OF SERVICES

*[insert description of the Services to be supplied, including where appropriate the Key Personnel, the Premises and the Quality Standards]*

#### Use of Confidential Information by the Authority

The Authority may disclose the Confidential Information of the Supplier:

- (a) on a confidential basis to any central Government body for any proper purpose of the Authority or of the relevant central Government body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Authority for any purpose relating to or connected with this Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
- (f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement

*[insert precedence clause followed by any special terms that may apply as appropriate]*

## SCHEDULE 2

### PRICES

*[insert pricing information inc and exc VAT (including the payment programme, payment mechanisms and the Price) due to the Supplier for the Services]*

(a) The Contract has been entered into on the date stated at the beginning of it.

SIGNED for and on behalf of the

SIGNED for and on behalf of the

**AUTHORITY**

**SUPPLIER**

SIGNATURE.....

SIGNATURE.....

NAME .....

NAME.....

Position .....

Position.....

## Acceptance of Terms and Conditions

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

Company \_\_\_\_\_

Signature \_\_\_\_\_

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

Position \_\_\_\_\_

Date \_\_\_\_\_