



Department
for Environment
Food & Rural Affairs

Bidder Pack

Procurement Specific Requirements

Procurement Title: Procurement framework for the provision of Lidar-coupled digital aerial surveys to quantify flight heights of seabirds in UK waters

Procurement Reference Number: C21352

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Section 1: The Invitation

This procurement is being carried out by Defra group Commercial in accordance with the Open Procedure as set out in the Public Contract Regulations 2015 (PCR) on behalf of [Natural England](#).

The Bidder Pack comes in **two parts**.

The first part, The Core Requirements, provides details of the General Requirements, Government Transparency Agenda and Government Priorities.

The second part, the Procurement Specific Requirements, provides details of the Specification Requirements, Terms and Conditions of Contract, Evaluation Methodology, Procurement Timetable and Definitions.

The tendering process seeks to determine the Most Economically Advantageous Tender (MEAT). The Authority will evaluate the Tenders using the tender evaluation criteria and weightings listed in Section 4, Evaluation Methodology.

The Opportunity

This opportunity is advertised by Defra group Commercial on behalf of [Natural England \(NE\)](#).

Within England, NE are the government's adviser for the natural environment, helping to protect the country's nature and landscapes for people to enjoy and for the services they provide.

Responsibilities:

- Securing a healthy natural environment;
- A sustainable,
- Low-carbon economy;
- A thriving farming sector and a sustainable,
- Healthy and secure food supply.

Quotation Submission

Details of the Qualification, Technical and Commercial (Model) requirements can be located through the Atamis e-tendering portal (<https://defra-family.force.com/s/Welcome>).

The Authority is looking to appoint suppliers to provide Lidar (Light detection and ranging) – coupled Digital Aerial Surveys to deliver data relating to the altitude and identification of flying seabirds or proxy targets. The Authority requires the implementation of a framework contract to provide a series of mini-competitions, or lots, to plan and collect new data. **Lot 1** will involve the collection of data to inform the validation of Lidar-based methods for quantifying seabird flight heights, standards and best practice. Lot 1 may include elements of terrestrial and marine surveys in UK waters. **Lot 2** would involve a large-scale marine data collection campaign in UK waters to address seabird flight height knowledge gaps identified through separate work.

Procurement Plan and Timetable

The timetable below is subject to change from time to time as notified by the Authority. All Tenderers will be informed via the Authority’s <https://defra-family.force.com/s/Welcome>.

Procurement Activity	Anticipated Date	
Publish Contracts Finder Notice and Bidder Pack	27 th October 2023	
Clarification deadline	Date	Time
	24 th November 2023	12:00 GMT
Bidder Pack / ITT response date	Date	Time
	01 st December 2023	12:00 GMT
Compliance Checks	01 st December 2023	
Evaluation	04 th December 2023 – 06 th December 2023	
Moderation Meeting	07 th December 2023	
Produce Contract (Framework) Award Report and Draft Letters	08 th December 2023	
Approval of Contract (Framework) Award Report	14 th December 2023	
Discretionary Standstill Period	Available and ending 03 rd January 2024	
Issue Notification of Intention to Award letters	05 th January 2024	
Self-Declaration Due Diligence	TBC	

Finalise Framework Contract and obtain approvals (if required)	15 th January 2024
Contract award / contract issued	19 th January 2024
Contract Start Date	19 th January 2024
Publish Contract Award Notices and Redacted Contract	19 th January 2024
Handover	19 th January 2024
Service Commencement Date	19 th January 2024
Contract End Date	19 th January 2027

All timescales are set using a 24-hour clock and when referring to “days” it means calendar days unless otherwise specified (for example, working days).

Variant Tenders

The Authority shall not accept variant Tenders.

For the avoidance of doubt, if the Authority has reserved a right to waive a requirement in this Bidder Pack and chooses to exercise such discretion, the Tender will not be considered a variant Tender.

Abnormally Low Tenders or Pricing Anomalies

If the Authority considers your Tender to appear abnormally low, an initial assessment will be undertaken using a comparative analysis of the pricing proposals received from all Tenderers [and the Authority’s valuation of the procurement]. If that assessment indicates that your Tender is abnormally low the Authority will request a written explanation of your Tender, or of those parts of your Tender which the Authority considers contribute to your Tender being abnormally low. The Authority reserves the right to reject your Tender if the response does not satisfactorily account for the low level of price or costs proposed.

The assessment of abnormally low tenders will be undertaken strictly in accordance with Regulation 69 of the Public Contracts Regulations 2015, which outlines how abnormally low tenders must be assessed and the circumstances in which the contracting authority can reject the tender.

Pricing Anomalies

If in the opinion of the Authority your Tender contains any pricing anomalies (for example apparent discrepancies between the financial submission and other parts of your response) the Authority may seek clarification. If the clarification response indicates that the pricing anomaly was the result of a clear and obvious error, in the interest of fairness the resulting

change will be taken into consideration. If the clarification response results in a change to the initial tendered Commercial Response and price, it will not be taken into account.

The Authority does not offer any guarantees on the minimum levels of work over the proposed contract duration. Tasks under the contract will be called off by the Authority on an ad hoc basis.

Section 2: The Specification of Requirements

The Authority's Priorities

The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. 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 on the Authority can be found at: [Natural England](#).

Natural England are government's adviser for the natural environment in England, helping to protect England's nature and landscapes for people to enjoy and for the services they provide.

Scope

1. BACKGROUND

1.1. ReSCUE

Natural England is the lead organisation for the ReSCUE project. ReSCUE (Reducing Seabird Collisions Using Evidence) is a multi-partner, multi-year initiative funded by the Crown Estate through the Offshore Wind Evidence & Change (OWEC) Programme.

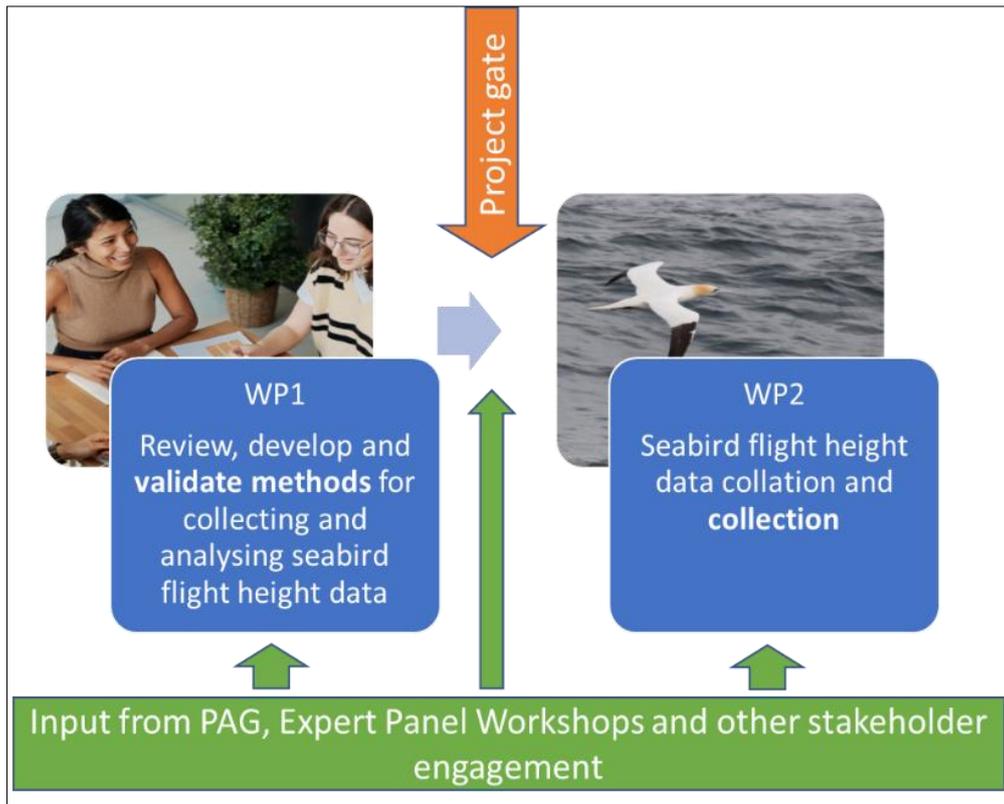
The ultimate aims of ReSCUE are to develop our understanding of seabird flight heights, to improve collision risk assessments, and to inform effective mitigation measures that reduce seabird collisions with offshore wind turbines. We will achieve this by (a) providing confidence in methods of seabird flight height estimation, especially combined camera-Lidar (Light Detection and Ranging) surveys; (b) assembling existing, and collecting new, fit-for-purpose evidence on seabird flight heights, and (c) creating publicly available datasets and tools, and carrying out analyses that will inform guidance and recommendations for impact assessments and mitigation. This framework contract relates to evidence collection informing the above aims (a) and (b).

The wider ReSCUE project is structured into SIX work packages (WPs) which are shown in **Appendix G** of this ITT document to provide context. However, this framework only relates to a requirement to develop and validate methods for seabird flight height estimation within **WP1**, and the collection of new data in **WP2** (see *Figure 1 below*). For WP1, framework providers will be required to undertake combined camera-Lidar surveys to validate estimate of flight heights and to investigate potential sources of bias and/or methodological

limitations. In WP2, the lessons learnt from WP1 will be employed to collect data to address knowledge gaps in relation to seabird flight heights.

It is important to note that the objectives of work packages 1 and 2 relating to this framework will be dependent on the outcomes of initial work reviewing available data and information. Expert Panel workshops, involving representatives from other SNCBs, NGOs, developers, consultancies, academia and other stakeholders, will consider the information and determine more detailed specifications for individual Lots under this framework.

Figure 1: Project structure/work packages. PAG = Project Advisory Group.



2. CONTRACT AIM

This contract aims to appoint suppliers of Digital Aerial Surveys (DAS) coupled with airborne Lidar to a procurement framework, which will then be used to commission a series of mini-competitions for the ReSCUE project. The initial requirement (**Lot 1**) will be to provide DAS imagery and Lidar data for a series of validation surveys (approx. June – September 2024); assuming these are successful, following determination of new data collection areas in WP 2, a campaign of imagery and Lidar data collection for target seabird species in UK waters, including within offshore wind farms, will be required (**Lot 2**) (approx. January 2025 to June 2026).

3. SURVEY OBJECTIVES

At this stage, the exact size and shape of survey areas, timing and frequency of visits, target species and desired technical specifications of each lot are undefined, but some expectations are provided below. Due to the different requirements associated with each lot, the questions used to evaluate tenders are also expected to vary accordingly.

Lot 1: Surveys to support Lidar validation and production of best practice methods

The objective of WP1 is to collect Lidar data to inform a validation study and inform best practice guidance. The exact nature of the study will be determined by an Expert Panel. The study is expected to focus on some potentially unresolved questions with the technique (including, but not limited to: the influence of sea spray and weather conditions; size of targets detectable by Lidar; methods for matching digital images with Lidar points; aircraft altitude and sources of sampling bias; data processing procedures and Quality Assurance (QA)). This could include the use of unmanned aerial vehicles as proxies for seabirds and comparison with other methods of flight height measurement such as GPS tagging and use of laser rangefinders.

Lot 1 is therefore expected to include a requirement for flights in specific locations, at specific times. These locations may be marine or terrestrial, depending on the nature of the study determined by the Expert Panel. Contractors will need to provide DAS imagery coupled with Lidar flight height estimation and should expect to process and supply data collected to specifications agreed in mini-competition tenders. Such data should be subject to Quality Assurance processes outlined by contractors.

Lot 2: Lidar surveys to collect seabird flight height data in UK waters

Assuming the validation study is successful, in WP2 the objective is to collect additional Lidar data to provide representative flight height datasets for key species and areas of interest.

Target areas will be informed by assessment of gaps in existing datasets, and power analyses indicating the number of samples required. It is likely that species considered at higher risk of collision, e.g., large gulls, kittiwakes, gannets and terns (Bradbury et al. 2014), will be the primary targets. As Natural England are interested in their behaviour around constructed offshore wind farms, it is likely that data will also need to be collected from existing wind farm arrays within UK waters.

It is likely that survey requirements will focus on clusters of offshore wind farms in different geographical areas, e.g., Irish Sea; southern North Sea; northern North Sea (England); northern North Sea (Scotland).

Contractors should expect to process all imagery data and identify all targets, including all birds and marine mammals captured (to species level wherever possible). It is anticipated that these data will be made available for incorporation into other projects, such as the OWEC funded POSEIDON (Planning Offshore Wind Strategic Environmental Impact Decisions) project.

Contractors are expected to process all Lidar data, matching these data points with identified targets (e.g., seabirds in flight), to produce, where possible, species-specific flight height data points.

(Future bids for mini-competitions need to describe survey designs and explain how adequate coverage to meet the requirements of those tenders is ensured, as well as how target detection and identification rates will be met for focal species. Mini-competitions will specify timeframes for delivery, likely reflecting seasonal windows for relevant target species, which may include commencement shortly after tendering).

Core objectives (both Lots)

The core objectives of this agreement are outlined below.

- a) Collect video or still imagery at a suitable resolution (typically at least 2 cm Ground Surface Distance) to confidently capture, and allow identification of, seabirds (in flight and on the water) and marine mammals within target sea survey areas;
- b) Process imagery to identify all seabirds, marine mammals, and other objects of interest captured;
- c) Quality Assure results so that pre-agreed data standards are met (e.g., to meet MEDIN standards or equivalent for archival in marine data repositories such as the Marine Data Exchange).
- d) Produce ArcGIS layers and brief reports detailing survey effort and observations for each survey within pre-agreed timeframes, likely to be within 6 – 8 weeks of data collection.
- e) Collect airborne Lidar data simultaneously with image capture, according to protocols to be established in WP1 of the ReSCUE project.
- f) Process Lidar data in such a way to couple it with individual birds (or other objects of interest) identified within the images, so that target-specific altitude estimates can be produced.
- g) QA results.
- h) Comply with any Lidar best practice protocols developed through the ReSCUE project and included within mini-competition tenders.

There is no requirement to analyse resultant data to produce e.g., abundance estimates or density maps – the contract is solely for data collection and provision to be specified in more detail in subsequent mini-tenders under the framework.

4. METHODS

The successful contractor will need to outline appropriate technical methods to meet the objectives, allowing judgment of the likelihood of feasibility and success. This should include considerations of:

- Type and availability of survey platform (i.e., details of suitable available aircraft).
- Type and availability of camera equipment suitable to provide typically at least 2 cm Ground Surface Distance (and performance in different environmental conditions such as sea state, sun glare, high wind, etc.).
- Survey planning, design timescales and processes (including e.g. ability to undertake power analyses to inform survey strategies where necessary).
- Operational details (e.g., survey flight altitude, altitude and transect tolerances for image capture, and estimation of survey effort).
- Survey execution process (including mission-critical decision points).
- Image processing capability, timescales and process, including definition of behavior (e.g. flying / sitting birds), target identification methods and methods of dealing with identifications made to group level, including any standard schemes that are followed.
- Lidar equipment used (including point cloud density), operational details (including calibration), and process of coupling outputs with image capture.
- Analytical methods used for Lidar data and detailed explanation of how data will be coupled to specific birds. Consideration should be given to potential sources of bias, methodological limitations, caveats, and any assumptions made.
- QA timescales and detailed process including reporting of outcomes.
- Data and report provision timescales and process (including data format (attributes / fields), file types, security, storage and transfer of data).
- Technical expertise and experience.
- Health & Safety considerations.

Any other relevant information supporting the technical proposal that demonstrates suitability for appointment to the framework contract is welcomed.

5. REQUIREMENTS

5.1. Products and Deliverables

Project Deliverables

- **Lot 1:** Lidar and imagery data, in format to be specified in individual mini-tenders but e.g., Microsoft Excel files including metadata and detailing survey effort, observations, and the estimated altitudes of georeferenced target objects derived from Lidar and associated parameters (e.g., environmental conditions) at the time of each observation. ESRI ArcGIS 10.7 compatible shapefiles, or geodatabases, showing survey effort (e.g., aircraft tracks and altitude) and linked (using common identifiers) target observations (e.g., birds or reference objects), including data fields and metadata to pre-agreed standards. Any associated data relating to Lidar calibration or checks, and QA of results should be provided. A short report, including details of the methods employed and summary results, should be provided.
- **Lot 2:** For each survey, Lidar and imagery data, in format to be specified in individual mini-tenders but e.g., Microsoft Excel files, including metadata and detailing survey effort, observations, the estimated flight heights of georeferenced targets and associated parameters (e.g., environmental conditions) at the time of the observation, the proportion of each species recorded where a flight height could be derived (i.e. target match rates), and other metrics to be agreed. For each survey, ESRI ArcGIS 10.7 compatible shapefiles, or geodatabases, showing survey effort (e.g., aircraft tracks and altitude) and linked (using common identifiers) target observations (i.e., seabirds, marine mammals and other objects of interest), including data fields and metadata to pre-agreed standards. These to be submitted to a pre-agreed public repository (e.g., Marine Data Exchange) within a pre-agreed period following each survey. Any associated data relating to Lidar calibration or checks, and QA of results should be provided.

A brief report in Microsoft Word format following each survey, detailing pertinent survey information (date, time, weather, crew, camera set up, etc.) and summarising any issues encountered. Following completion of all surveys, a more detailed report, providing a summary of the methods, surveys, QA, issues, raw results (e.g., number of records of each species recorded, target match rates, etc.), should be provided.

- All GIS datasets need to be provided in ESRI ArcGIS format compatible with ArcGIS 10.7, have attached metadata and be clean of any topology errors. Point and polygon data should be supplied with the final analysis.

5.2. Timeline for project delivery

Milestone	Date
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Appointment of contractor(s) to framework based on technical proposal	19 January 2024
Expected timeframe for release of mini-competition	Week 1 May 2024
Expected timeframe for data collection	Lot 1: June – September 2024 Lot 2: January 2025 – June 2026

All timeframes are estimates and are based on dependencies (i.e., earlier project phases).

6. OTHER CONSIDERATIONS

Potential contractors should consider other scheduled work within the expected data collection time window, to ensure there are no supply chain issues resulting from inclusion on a framework contract. Whilst we will allow as much time as possible to bid for mini-competitions, we encourage bidders to ensure they expect to have sufficient flexibility to meet an as yet unknown demand from this project. Accordingly, potential contractors will need to factor in contingencies to prevent supply chain issues in meeting the requirements of this project against any other contractual obligations potential contractors may have. For reference, we anticipate Lot 1 work will take place during July to September 2024 and Lot 2 work could take place from January 2025 to June 2026.

7. PRICING (Schedule of Rates)

Given that the exact size and shape of survey areas, timing and frequency of visits, target species and desired technical specifications are undefined, Tenderers are requested to quote against a model example in order to establish a schedule of rates. This approach is to ensure commercial aspects of bids received are compared equally and fairly.

Under the framework, the schedule of rates with each Contractor will be considered on a pro-rata basis for bids in response to mini-competitions used to decide award of each call-off.

Cost for fuel to be included in the schedule of rates on the basis number of flying hours required x litres of fuel per flying hour. At the time of each mini-competition the then current market rate per litre of fuel will be used to determine fuel cost requirement.

7.1. Model Example

Meeting objectives as per above section 3, tender to provide cost for surveying an area assumed to be approximately 100,000 Hectares (a square area 32 Km x 32 Km). Cost to incorporate the following requirements:

- The survey area should be assumed to be coverable in daylight using one aircraft from the aircraft's operational base (i.e., without the need to transition crew and aircraft to another base prior to survey or for refuelling during survey).
- Fuel cost based on litres per flying hour against number of flying hours required. State market rate per litre of fuel.
- The survey should collect high resolution still or high-definition video imagery of 2 cm GSD minimum.
- The survey should collect imagery across 20% of the total survey area.
- The resulting imagery should be processed to record all birds, marine mammals, and other items of interest (e.g. fish, reptiles, infrastructure, vessels).
- Animals should be identified to species level wherever possible.
- An assumption of 500 birds with Lidar 'hits' to be made within the survey area (i.e., 500 individual species-specific bird flight heights derived from a single or multiple Lidar 'hits').
- Identifications should be subject to appropriate QA procedures.
- A brief survey report in MS Word format should be costed, describing survey details and briefly summarising findings, including presentation of observations and target match rates – but with no need for any abundance estimates or distribution modelling.
- Excel and csv files should be provided, with associated metadata, for the survey effort, georeferenced target observations and associated Lidar data.
- ArcGIS shapefiles, or a geodatabase, should be provided for both survey effort and target observations including any associated altitude data derived from Lidar.

Tenderer to provide total model cost for above along with breakdown for survey (imagery and Lidar separately), fuel, image analysis and reporting.

Accessibility

As a public body, any product that is published within the public domain must comply with the accessibility legislation. Please ensure that where the end product is to be published, reference is made to the following requirement which can be found here.

<https://www.gov.uk/guidance/publishing-accessible-documents>

Anonymised recruitment

- Anonymised recruitment removes the candidate's personal details from their application. The most common items include name, age, employee number, email address, home address, nationality, and immigration details. This supports diversity in the workforce. It helps to create a more level playing field in the assessment process.
- Where procuring an opportunity that requires the provision of CVs, anonymised recruitment should be the default position.

Governance

The call-off arrangements for this framework are explained in Appendix B (**schedule 6**) of the bidder pack.

The framework Contractors and the Authority will work together efficiently and effectively to provide a wide range of high quality, value-for-money monitoring services.

All parties to the framework agreement are required to commit to a relationship of openness, honesty and mutual trust.

Contractors and the Authority shall:

- make a sincere effort to understand each other's obligations, goals, expectations, duties and objectives in respect of the framework agreement;
- work at all times within a spirit of co-operation to ensure the delivery of the services to the standards stipulated;
- resolve differences that may arise by discussion and negotiation, wherever possible;

- communicate clearly and effectively, and in a timely manner, on all matters relating to the framework agreement;
- give an early warning to the other party of any mistake, discrepancy or omission that they become aware of, and offer fair and reasonable solutions, where practicable or any matter that they become aware of that could affect the achievement of any objective, obligation, or the like contained in the framework agreement.

Furthermore, contractors shall:

- act with the utmost good faith towards, and at all times co-operate with the Authority.
- comply with all the Authority's reasonable requirements in relation to the services from time to time.

Quality Assurance

It is expected that all deliverables provided under the framework contract and associated call-off contracts will be Quality Assured to the highest standards by the contractor to mitigate any risk of errors or misinterpretation of outputs.

Contractors are expected to demonstrate they have rigorous standard quality assurance methods and procedures in place and identify any additional measures bespoke to requirements of the framework. The results of any quality assurance procedures applied during the contract should be available to the Authority and provided as deliverables were identified in the specification.

Travel and Subsistence

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

Rail Travel

All Journeys

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

Mileage Allowance

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

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

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate
London (Bed and Breakfast)	£160 per night
UK Other (Bed and Breakfast)	£100 per night for all other locations

Section 3: Terms and Conditions of Contract

The Terms and Conditions of Contract for this procurement will be the DgC Standard Terms and Conditions of Framework Agreement for services contracts as set out in **Appendix B**.

The Terms and Conditions are split into Core Terms and Contracting Authority Terms within the Annexes / Schedules, and details of the legal priority are similarly within the Framework Agreement contract's Annexes/Schedules.

The Authority proposes to enter into Framework Agreement Contract(s) for a maximum period of three (3) years with an option to extend by a year with the successful Tenderer(s) - (19/01/2024– 19/01/2027).

The anticipated commencement date is **19/01/2024**.

Suggested Changes to Conditions of Contract

Tenderers may raise clarification questions relating to the amendment of contract terms during the clarification period only, as specified in the Timetable, if it can be demonstrated that there is a legal or statutory reason why they cannot be accepted. Where a legal or statutory reason cannot be substantiated the Authority has the right to reject the proposed changes.

Such requests must follow the Clarifications Sought by the Tenderer process set out in the Core Requirements element of this Bidder Pack.

Section 4: Evaluation Methodology

The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to the Authority, having regard to the Authority's overall objectives and the criteria set out below.

Evaluation of Tenders comprise of the stages set out in the table below.

The Authority will carry out its evaluations of the Technical **(60%)** and Commercial **(40%)** elements according to the criteria, sub-criteria and weightings set out in the table below and **Appendix C**. The detailed questions and guidance are set out in the Authority's eSourcing (Atamis):

Evaluation of Responses

Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses 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.

During the consensus meeting, the decision may be taken that a Response will not be carried forward to the next evaluation stage if the consensus view is that the Tenderer has failed to meet any minimum or mandatory requirements, and/or provided a non-compliant response.

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 Atamis, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Selection Stage:	This stage is designed to select those Tenderers who are suitable to deliver the Authority's requirements and will be evaluated in accordance with the criteria set out in Sections 1 to 5 of the response form in Atamis and Part 1 of this Section 2 below (in respect of	Pass/Fail

		<p>economic and financial standing and technical and professional ability).</p> <p>Failure to meet the stated selection criteria will result in a Response being rejected at this stage and no further assessment of the remainder of the Response (including the Tender) pursuant to the remaining stages below will be undertaken by the Authority.</p>	
Stage 3	<p>Technical & Professional Ability – Project Specific Requirements (Technical Questionnaire)</p>	<p>This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.</p> <p>Some requirements are mandatory and if you cannot provide them your Tender may be rejected.</p> <p>Scored as 60% weighting of the total available score, consisting of the following breakdown of questions:</p>	<p>Scored weighting 60%</p> <p>E01 - Health and Safety Weighting= 100% or Pass/ Fail</p> <p>E02 - Sustainability Weighting= 100% or Pass/ Fail</p> <p>E03 - Ability to deliver the requirement. Weighting = 45%</p> <p>E04 – Project Management. Weighting = 15%</p> <p>E05 – Project Team Weighting = 30%</p> <p>E06 – Social Value Weighting = 10%</p>
Stage 4	Pricing Schedule	<p>Prices will be evaluated in accordance with criteria set out in the Pricing Schedule on the ITT and Atamis.</p> <p>Tenderers will be required to submit a model scenario of the total fixed cost for completing the project and include a breakdown of</p>	Scored weighting 40%

		costs specified in <i>section 7.1 of the specification/overview of requirements above</i> . Costs will need to be reasonable and competitive and offer value for money.	
Stage 5	Final score / Award	<p>A Response which passes stage 1 and 2 will proceed to evaluation of Tenders in accordance with stages 3 to 5.</p> <p>The final score is calculated as follows:</p> <p>Total Technical Quality Requirements will make up to a maximum of 60% of total score. (Stage 3)</p> <p>Total Price Requirements will make up to a maximum of 40% of total score. (Stage 4)</p> <p>The most economically 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 Atamis 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 **60%** of the final score;
 - The score awarded for price will form **40%** 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 Atamis for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.

- 1.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
- 1.6 Questions asked by the Authority to evaluate submission's Technical Quality can be found on Atamis. These are repeated as Appendix C of this ITT for information purposes.
- 1.7 The method for scoring price can be found on Atamis.
- 1.8 The submissions against the Technical Quality questions **E03 – E06** will be evaluated using the following scoring criteria:

Technical Scoring Criteria – 60%

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

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

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

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

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

If a Tenderer receives a 'Fail' in either question E01 or E02 they will be eliminated from the procurement. If a score of twenty (20) or less is awarded to a Tenderer's response to any scored question (E03 – E06) the Authority may choose to reject the Tender.

The commercial evaluation will be based on total price and bidders will be required to provide a model full price breakdown of the work packages 1 & 2 and/or model example on section 7.1 of the specification , and matched against milestones in the commercial workbook

Tenderers must provide a model financial proposal, including rates and hours for each participating team member and costing analysed by work stages. The project is for a fixed

cost. A breakdown of costs against each objective and against each key personnel including a detailed breakdown for equipment, consumables; overheads and travel costs are required. The Authority is keen to receive model competitive Day Rates which must be set out in the “Commercial Workbook” (provided in the ITT pack); “Staff Costs” worksheet and ensure the details entered in the “Milestone” worksheet are that of the deliverables detailed in the specification.

The above is required to be uploaded to the ‘Commercial Envelope’ of Atamis.

Where subcontractors or joint contractors are used, a separate breakdown for each should be provided in addition to the overall project costs.

Day rates for all staff should be provided along with a general description of duties.

Tenderers will be required to submit a model total fixed cost for completion of the project and include a breakdown of costs against each objective and against key personnel. Costs will need to be reasonable and competitive and offer value for money.

Commercial Evaluation – 40%

The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40\% \text{ Maximum available marks}$$

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

$$\text{Tenderer A Score} = \frac{£3000}{£3000} \times 40\% \text{ (Maximum available marks)} = 40\%$$

$$\text{Tenderer B Score} = \frac{£3000}{£5000} \times 40\% \text{ (Maximum available marks)} = 24\%$$

$$\text{Tenderer C Score} = \frac{£3000}{£6000} \times 40\% \text{ (Maximum available marks)} = 20\%$$

Model Commercial responses 100% greater than the lowest bid passing the evaluation process will be scored as a Fail (based on bid against model requirement to become framework supplier).

The number of suppliers to the framework will be limited to a maximum of five (5), selected from highest combined Technical/Commercial scores passing the evaluation process.

Model Commercial Pricing Breakdown applicable to this ITT is on Atamis. This should be downloaded; completed and attached to the commercial envelope.

***Please Note:**

Tenderers must be aware that all bids are **submitted** in acceptance of agreed Defra/NE's terms and conditions of contract. Any clarifications regarding terms and conditions must be discussed & agreed during the tender period. No discussion of terms and conditions of contract shall be held following tender submission. Failure to agree with the terms and conditions of contract post tender shall result in a bid being deemed non-compliant.

Selection Questionnaire - Financial standing

The Authority will review the economic information provided as part of the Selection Questionnaire response to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator. If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:

- ask for additional information, including information relating to the Tenderer's parent company, if applicable; and/or
- require a parent company guarantee or a performance bond.

If the Authority decides that a parent company guarantee or performance bond is required, the Authority will reject a Response if the Tenderer is unable to offer a commitment to make such provision. In addition to the information provided in a Response, the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.

The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure. Financial strength is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.

The Authority will also consider annual turnover.

In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years.

Risk of Business Failure is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement. The Authority will also calculate and evaluate the Tenderer's:

- operating performance: growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
- liquidity: net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and financial structure: gearing ratios and interest cover.

Section 5: Performance Management Framework

1. Overview of the PMF

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

2. Management of the PMF

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority, who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also have to be met otherwise

indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.

- 2.5. The Authority reserves the right to amend the existing KPI's detailed in section 6 below or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

Section 6: Key Performance Indicators (KPI's)

KPI and deliverables	Measurement	Fail	Acceptable
1. Updates to Authority	Regular, and ad hoc, verbal and written updates summarising progress and challenges. Meeting minutes provided where necessary.	Updates are infrequent or lacking enough detail to assure the Authority of progress.	Updates are timely and include enough detail to assure the Authority of progress.
2. Survey delivery	Surveys carefully planned to ensure they meet requirements and are completed to schedule, or within agreed tolerances. Consideration given to risks to delivery, appropriate mitigation in place	Lack of effective communication with the Authority and other relevant stakeholders resulting, and lack of mitigation and contingency for failed surveys due to risks, resulting in a failure to deliver surveys to schedule or within agreed tolerances	Mitigation in place to limit the chance of delivery delays. Close communication with the Authority and other relevant stakeholders to ensure any delays are understood as early as possible within agreed tolerances and appropriate contingencies are adopted to ensure delivery of project objectives
3. Data handling	Secure, accessible and organised collecting and storage of data/information relating to the project	Data, information and files are not kept up-to-date and are unavailable	All project data and information are up-to-date and accessible to the Authority
a. Data processing	Data is processed using agreed documented methods, in a transparent manner.	Data processing methods are not transparent and it is unclear how data have been derived from raw information.	Evidence is gathered, stored and accessible to the Authority
b. Data standards	Data are recorded using agreed	Data is recorded in an inconsistent manner	Data has been recorded in a

	formats, field labels and common language. Metadata are provided for all data outputs. Data are QC'd/ QA'd.	within and between surveys. It is unclear what field labels refer to and errors may be present. Metadata is not provided and it is clear that insufficient QC/QA has been carried out.	consistent manner within and between surveys. It is clear what field labels refer to and there are no obvious errors. Clear and relevant Metadata is provided for all outputs and sufficient QC/QA has clearly been carried out.
c. Data provision	Data, including raw images and Lidar data, are provided to the Authority using agreed formats and delivery methods to agreed schedules.	Data is not provided to the Authority according to agreed formats, data is missing or incomplete, delivery methods are not as agreed and do not provide the outputs to schedule.	Data is provided to the Authority according to agreed formats, data is complete and delivery methods follow those agreed and are to schedule.
4. Reports	Draft iterations and final reports, including comment logs and requested changes	Reports are late, incomplete and do not adequately address feedback from the Authority or deliverables	Reports are on time, complete, incorporate comments and address all deliverables
5. Presentations	Where appropriate, presentation materials and delivery of key findings	Presentations do not take place when required	Presentations take place where required and convey key findings clearly

Section 7: Appendices

1. Definitions

Unless the context otherwise requires, the following words and expressions used within the Bidder Pack (except for Section 3: Terms and Conditions of Contract) shall have the following meanings to be interpreted in the singular or plural as the context requires.

TERM	MEANING
“Authority”	Means UK Government Department responsible for the environment, food and farming and rural affairs acting as part of the crown.
“Bidder Pack”	means this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Contract”	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	means 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.
“eSourcing system”	means the eSourcing system is the eSourcing system (Atamis) used by the Authority for conducting this procurement, which can be found at https://defra-family.force.com/s/Welcome
“FOIA”	means 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.
“Form of Tender”	means the form contained in Annex 2 to the Procurement Specific section of the Bidder Pack which must be signed, scanned and uploaded into the Authority’s eSourcing System by the Tenderer to indicate that it understands the Tender and accepts the various terms and conditions and other requirements of participating in the exercise.
“Information”	means the information contained in the Bidder Pack 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 procurement.

“Involved Person”	means any person who is either working for, or acting on behalf of, the Authority in connection with this procurement and/or the Contract including, without limitation, any officer, employee, advisor, agent, member, partner or consultant”.
“Pricing Schedule”	means the form accessed via eSourcing system in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	means the Public Contracts Regulations 2015.
“Relevant Body	means any other organisation, body or government department that is working with or acting on behalf of the Authority in connection with this procurement and/or the Contract including, without limitation, its officers, employees, advisors, agents, members, partners or consultants.
“Response”	means the information submitted in response to the Bidder Pack via the online response forms on eSourcing system including the Tenderer’s formal Tender.
“Specification of Requirements”	the Authority’s requirements set out in Section 2 of the Bidder Pack Procurement Specific Requirements.
“Tender”	means the formal offer to provide the goods or services described in section 1.1 of part 1 of the Bidder Pack and comprising the responses to the questions in eSourcing system and the Pricing Schedule.
“Tenderer”	means anyone responding to the Bidder Pack and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Section 1 of the Bidder Pack Procurement Specific Requirements.

Appendix A – Form of Tender

To be returned by 12:00pm (GMT time) on **01st December 2023**.

Victor Mpehla
Procurement Advisor
Department for Environment, Food and Rural Affairs
Procurement and Commercial Function

TENDER FOR: Procurement framework for the provision of Lidar-coupled digital aerial surveys to quantify flight heights of seabirds in UK waters.

Tender Ref: Project/ITT **C21352**

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 date **19/01/2024** for the period specified in the ITT.
 - Tender Particulars (Section 1)
 - Specification of Requirements (Section 2)
 - 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, Atamis;
 - 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 – Standard Terms and Conditions of Framework Agreement

For information. [Located on the Authority's Atamis eSourcing system – the bidder pack]

Annex 1 – Framework Call Off Process (see schedule 6 of Appendix B)

This schedule sets out the Award Criteria that will be used to determine which Framework Provider(s) who have been appointed as potential providers of Services under the Framework Agreement will provide the Services in respect of a particular Call-Off Contract.

The Authority will be entitled to award a Call-Off Contract to one or more Framework Provider(s) to provide the Services which the Authority requires as per its Order Form.

The Authority reserves the right to run a Mini-Competition seeking the services as stated in the Specification of Requirements. Where timescales do not support this mechanism (mini-competition), the Authority may directly award a contract to a provider as detailed in this Appendix 2 - Call Off Procedure of the Framework Terms & Conditions.

There is no obligation on Providers to respond to every Mini-Competition but the Authority reserves the right to remove a Provider from the Framework in the event that a Provider respectively either (a) consistently fails to deliver in line with the timeframes specified at the point of Call-Off and/or (b) repeatedly fails to demonstrate a capability to meet the requirements.

In accordance with a clause in the proposed use of the Framework Agreement (clause A4.1) of the Call-Off Terms and Conditions, the total Contract Period (including any extension) of any Call-Off Contract shall not exceed the length of this Framework Agreement without the prior Approval of the Authority.

The Authority will build a capability matrix based on each Provider's Response to the Framework ITT. It will be the Provider's responsibility to notify the Authority of any changes in their capabilities to which they are appointed, and to provide an annual return confirming that the information is current and correct.

Mini-Competition

When the Authority has a requirement to procure Services through the Framework Agreement a Call-Off Contract will be awarded via a Mini-Competition. This will reopen competition to all the providers appointed to the Framework who have the capability to deliver the Services.

The Authority will have the discretion, subject to the value, complexity or risk associated with the requirement, to procure the Services via a Mini-Competition by issuing an Invitation to Tender (ITT) to all Providers who are capable of providing the proposed Services.

The Framework Agreement and the Call-Off Contract terms and conditions will apply to any Call- Off Contract, together with such more precisely formulated terms as may be specified by the Authority in the Order Form to be issued at the time of the Mini-Competition.

Use of the Mini-Competition Procedure does not mean that the Specification of Requirements set out for this Framework can be changed, although a more precise statement of the requirements may be made in the Order Form.

To award a Call-Off Contract via the Mini-Competition Procedure:

1. The Authority will identify the Services required and location of the areas to be surveyed.
2. The Authority will issue an invitation (in the form or an ITT) to take part to all shortlisted Providers via Atamis;
3. The invitation to take part will specify a fixed time limit for submission of proposals (in exceptional circumstances, time limits maybe at short notice due to Authority statutory requirements). Such time limit shall be of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the Authority's requirements and the time needed to compile and submit a proposal;
4. The invitation will seek proposals for fulfilling the requirement, including for example: i. costs to meet the specific requirements ii. particular delivery timescales iii. key personnel iv. agreement to any Additional Clauses as described in the Order Form, v Risk Assessments specific to the requirement.
5. The invitation will also contain a copy of the draft Order Form, completed with details of the required Services and other details of the proposed resultant Call-Off Contract completed as

far as possible and indicating where information from the winning Provider's proposal will be needed as an input to complete the Order Form which will then be issued to the successful Provider.

When invited by the Authority the Providers will, via Atamis, either submit a written proposal or decline the invitation to take part in the re-opening of competition.

All technical questions included as part of an ITT will be of a nature to those contained within the Framework ITT, but more specific to the Authority or Contracting Body's requirements.

The Authority will evaluate all the responses submitted for each specific Mini-Competition to determine which response is the most economically advantageous. Evaluation will be based on technical expertise and price. Technical expertise will form 60% of the total score. Price will form 40% of the total score.

In evaluating price, the maximum score will be awarded to the cheapest price submitted by a Tenderer. The remaining Tenderers will receive marks on a pro rata basis from the cheapest to the most expensive price.

For example, if the weighting was 40% then the calculation used would be as

follows: $\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Lowest Tender Price}} \times 40\%$ (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:

- Tenderer A Score = $\frac{£3000}{£3000} \times 40\%$ (Maximum available marks) = 40%
- Tenderer B Score = $\frac{£3000}{£5000} \times 40\%$ (Maximum available marks) = 24%
- Tenderer C Score = $\frac{£3000}{£6000} \times 40\%$ (Maximum available marks) = 20%

The Call-Off Contract will be awarded to the most economically advantageous tender. The Authority will notify all Providers invited to tender/quote of the outcome of that evaluation. The Authority reserves the right not to award a Call-Off Contract following a Mini-Competition.

Annex 2 – Framework Order Form / Work Package Order

FROM

Authority	Natural England
Address	Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX
Contact Ref:	Phone: Email:
Order Number	
Order Date	

TO

Contractor	
For attention of:	Name: Phone: E-mail:
Address	

1. SERVICES REQUIREMENTS

(1.1) Services [and deliverables] required:

(1.2) Commencement Date:

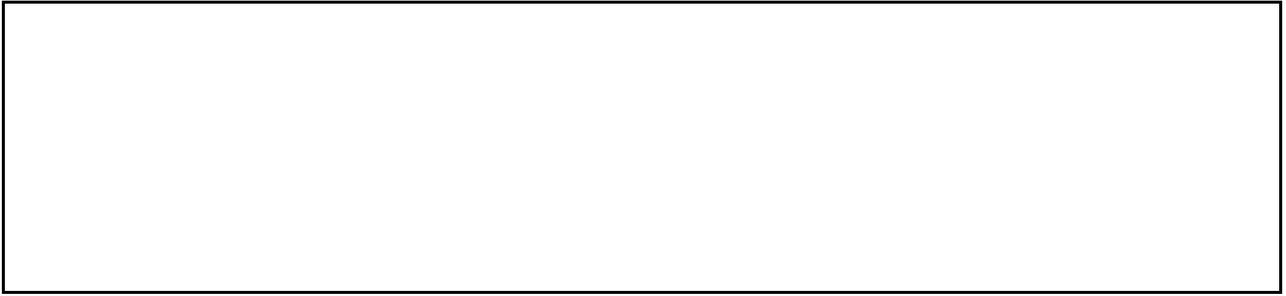
(1.4) Completion Date:

2. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(2.1) Key Personnel of the Contractor to be involved in the Supply of the Services
(2.2) Performance Standards
(2.3) Location(s) at which Services are to be provided:
(2.4) Standards:
(2.5) Contract Monitoring Arrangements

3. PRICE AND PAYMENTS
(3.1) Contract Price payable by the Authority excluding VAT, payment profile and method of payment (e.g. BACS))
(3.2) Invoicing and Payment

4. Invoicing Requirements



BY APPROVING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form, incorporating the rights and obligations in the Call-Off Contract that are set out in the Framework Agreement entered into by the Contractor and the Authority on [insert commencement date].

Electronic Signature

Acceptance of the award of this Contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Contract must be made within 7 days and the Agreement is formed on the date on which the Contractor communicates acceptance on the Authority's electronic contract management system ("Atamis"). No other form of acknowledgement will be accepted

Appendix C – Technical Evaluation Questions

In line with DEFRA policy, we will be awarding a contract to the Most Economically Advantageous ITT response (MEAT).

The overall score is broken down as follows: 60% of the overall score will be awarded for technical criteria and 40% of the overall score will be awarded for commercial.

Please note responses will be assessed against demonstration of understanding of the Specification as attached above.

The technical evaluation criteria that will be used to assess responses are set out in the table below. The Technical criteria is weighted according to its significance to the project, and this will be applied using the following scoring methodology:

Scoring Criteria	<p>Scoring criteria</p> <p>E03 - E06 will be scored using the following scoring criteria:</p> <ul style="list-style-type: none">• 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 <p>If you score 20 or less in respect of questions E03 - E06 then you may be eliminated from the procurement.</p> <p>If a Tenderer receives a 'Fail' in any of the questions on E01 and, E02 they will be eliminated from the procurement.</p>
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Detailed technical criteria	Criteria	Weighting	Description
	E01 - Health and Safety	Pass/Fail	<p>Please provide a copy of your Health & Safety policy/statement and an example risk assessment from similar assignments. The risk assessment should identify associated risks, control or mitigation measures, and residual risk levels.</p> <p>Your response should provide details of suitably robust procedures for health and safety, including how they will ensure surveys will be conducted in a safe manner.</p> <p>Where the supplier is of 5 employees or less please provide some detail about health and safety in your organisation.</p> <p>A “Fail” will be allocated to a response that does not demonstrate any evidence of addressing health and safety.</p> <p>Please upload a document with the filename: E01 Your Company Name, and any associated supporting documents.</p> <p>Your response must be a maximum of two sides of A4, font size 11 addressing the below questions. Any responses exceeding two sides of A4 will not be evaluated beyond the last page.</p>
	E02 Sustainability	Pass/fail	<p>The Authority has set itself challenging commitments and targets to improve the environmental and social impacts of its estate management, operation, and procurement. These support the Government’s green commitments. The policies are included in the Authority’s sustainable procurement policy statement published at: https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement</p> <p>Within this context, please explain your approach to delivering the services and how you intend to reduce negative sustainability impacts. Please discuss the methods that you will employ to</p>

			<p>demonstrate and monitor the effectiveness of your organisation’s approach.</p> <p>Your response should:</p> <ul style="list-style-type: none"> • demonstrate that the Tenderer has a sustainability policy in place; and • provide evidence as to how the Tenderer will reduce the environmental impacts of delivering this contract. • Provide a copy of your organisation’s sustainability policy. <p>A “Fail” will be allocated to a response that does not demonstrate any evidence of Sustainability policies.</p> <p>Please upload a document with the filename: E02 Your Company Name.</p> <p>Your response must be a maximum of two sides of A4, font size 11 addressing the below questions. Any responses exceeding two sides of A4 will not be evaluated beyond the last page.</p>
	<p>E03 Ability to deliver the requirement</p>	<p>45%</p>	<p>Please provide details of the methodology and approaches proposed to deliver the requirement.</p> <p>The response must demonstrate the delivery method for each requirement specified in the Description of Requirement (Section 3. Survey Objectives), and where relevant demonstrate how these address the points outlined in the Description of Requirement (Section 4. Methods) or provide reasons for why they do not.</p> <p><u>Evaluation criteria:</u></p> <p>Your response will be evaluated on the basis of whether it:</p> <ul style="list-style-type: none"> • Demonstrates a clear understanding of the nature of the requirements.

			<ul style="list-style-type: none"> • Provides a clear, practical, achievable and cost-effective methodology to deliver the requirements including: <ul style="list-style-type: none"> i. Detailed description of all equipment used (e.g. cameras, Lidar equipment, and survey platform), including availability of and access to these items; ii. Evidence of the ability to perform Lidar-coupled DAS, ideally at a range of sites including offshore wind farms distant (>75 km) from land, including image examples and examples of delivery for other customers; iii. Evidence of expertise in the logistics of planning and carrying out DAS and Lidar surveys in UK terrestrial, coastal, and marine environments; iv. Operational detail of Lidar-coupled DAS data collection, including flight altitudes, environmental data recorded, image footprint/swath (survey effort), image resolution (ground surface distance), associated Lidar footprint/swath, and average Lidar point cloud density (points per m²) etc.; v. Operational detail of Lidar-coupled DAS data processing, including image analysis, Lidar data treatment and approach to matching targets/birds with Lidar point cloud data; vi. Clear and established survey methods to provide confidence in target identification and to ensure species-specific identification rates are maximised. This should include information on any criteria used when assigning a species label (e.g., definite, probable or possible identifications); vii. Details of clear procedures for capturing, securely storing, analysing and QA-ing aerial imagery data, including typical durations from image capture to data delivery; viii. Details of the process by which, and format in which, imagery will be transferred to Natural England and an indicative estimate of the total
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			<p>storage capacity required (e.g., X-Y TB per survey);</p> <p>ix.Details of contingency processes for disrupted or aborted surveys, and</p> <p>x.Any added value your organisation can bring to the core requirement (e.g., additional parameter measurement during surveys or analytical insights that can be provided beyond altitude).</p> <p>A minimum score of 50 for this question is required to be met. Any score below this will be scored as a Fail.</p> <p>Please upload a document with the filename “E03_Your Company Name”.</p> <p>The attachment must include the information requested above (maximum response: 6 sides of A4, font size Arial 11). There is no need to include any cover pages in your submission. Any information provided in pages exceeding the limit (6 sides of A4) will not be considered in the evaluation.</p>
	E04 Project Management	15%	<p>Please provide details of your project management procedures which will enable delivery of the requirement.</p> <p>The response should provide details of how you intend to manage the contract including any consortium of sub-contracting arrangements, to ensure the project tasks and timescales are achieved. This should include information on:</p> <ul style="list-style-type: none"> • Systems and procedures you have in place that would apply to the management of the contract; • Details of previous experience of project management of successful contracts; • Any potential problems/ risks identified and how these will be managed if you are successful in being awarded the contract, and

			<ul style="list-style-type: none"> Members of the project team who would be responsible for managing the project, stating a project leader or contractor’s representative who will be the primary point of contact on this project and authorised to act on behalf of the Supplier. <p><u>Evaluation criteria:</u></p> <p>Your response will be evaluated on the basis of whether it:</p> <ul style="list-style-type: none"> Describes the internal project management processes you will employ to ensure successful delivery, include budget and time management; Outlines satisfactory risk management plans; Demonstrates strong project management structures and escalation routes, and Shows previous project management experience and demonstrates implementation of changes following past project evaluations. <p>A minimum score of 50 for this question is required to be met. Any score below this will be scored as a Fail.</p> <p>Please upload a document with the filename “E04_Your Company Name”.</p> <p>Your response should be no longer than 4 sides of A4, font size Arial 11. There is no need to include any cover pages in your submission.</p>
	<p>E05 Project Team</p>	<p>30%</p>	<p>Please provide details of the project team that will be responsible for delivering the requirement.</p> <p>The response must demonstrate that the staff members (including any sub-contractors if appropriate) assigned to delivery of this project have sufficient technical expertise across the broad range of project management and technical skills required to deliver the project objectives including both generic skills and specific skills including but not limited to:</p> <ul style="list-style-type: none"> Project management;

			<ul style="list-style-type: none"> • Planning and conducting Lidar-coupled DAS surveys; • Handling, storing and securing digital imagery and Lidar data; • Analysing / processing digital imagery and Lidar data at pace; • Ensuring Quality Assurance of data products, and • Presentation of geospatial data and Lidar data, including implementing data standards. <p><u>Evaluation Criteria</u></p> <p>The name(s) of core team members should be provided, and their respective roles, including levels of seniority, and relevant experience outlined. Demonstrate how the project team has sufficient expertise/experience and will be balanced to provide value for money and added value. Lines of internal and external reporting should be clearly presented and sufficient.</p> <p>Your response will be evaluated on the basis of:</p> <ul style="list-style-type: none"> • The level and relevance of expertise and skills, provided by the Project team and sub-contractors and the value added delivered by this. This will consider expertise and skills in: project management; survey planning; digital aerial survey delivery; Lidar operation; ornithology; data management; digital imagery processing; Lidar data processing; GIS (mapping and spatial analysis). • The suitability and adequacy of the staff making the inputs to each stage of the Project (in terms of their expertise and skills), the quantity of their inputs and their availability to do the work. • The appropriateness of the balance of inputs by senior and junior staff and clarity and sufficiency of lines of reporting.
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			<p>A minimum score of 50 for this question is required to be met. Any score below this will be scored as a Fail.</p> <p>Please upload a document with the filename: "E05_Your Company Name".</p> <p>Your response must not exceed a maximum of 6 sides of A4, font size Arial 11. Any information provided in pages exceeding the limit (6 sides of A4) will not be considered in the evaluation. There is no need to include any cover pages in your submission.</p> <p>Use of team structure trees etc. is encouraged for clarity and brevity. It is very important to demonstrate leads and roles of all staff involved.</p>
	E06 Social Value	10%	<p>Please detail how you will manage the sustainability and environmental impacts associated with the requirement, including the Goods and Services used to support them.</p> <p>Outline how you will ensure this is embedded throughout service delivery by championing sustainable solutions. Present detailed measures how these considerations and commitments will be substantiated and delivered in full.</p> <p><u>Evaluation Criteria</u></p> <p>Responses must detail in full all of the following information:</p> <ul style="list-style-type: none"> • Ambition for Carbon Net Zero 2050 – Outline how you will contribute towards the UK meeting its ambition of becoming net zero by 2050; and the EA ambition of becoming net zero by 2030. • Describe how you and your subcontractors will minimise impacts from travel. • Describe how you will ensure you meet the waste hierarchy, for any waste streams. • Describe your capacity and methodology to provide data on sustainability topics. • Describe how Modern Slavery risks will be identified and managed during contract delivery.

			<ul style="list-style-type: none"> Describe how your business continuity plans will take account of climate impacts such as extreme weather. Detail how environmental incidents, near misses and lessons learnt will be recorded and shared between the framework suppliers and the supply chain to prevent further occurrence. <p>A minimum score of 20 for this question is required to be met. Any score below this will be scored as a Fail.</p> <p>Please upload a document with the filename "E06_Your Company Name".</p> <p>Your response should be no longer than 5 sides of A4, font size Arial 11. There is no need to include any cover pages in your submission.</p>
<p>Scoring and calculation method</p>	<p>Evaluation</p> <p>The calculation used is the following:</p> <p>Score = $\frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40\%$ Maximum available marks</p> <p>For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:</p> <ul style="list-style-type: none"> Tenderer A Score = $\frac{£3000}{£3000} \times 40\%$ (Maximum available marks) = 40% Tenderer B Score = $\frac{£3000}{£5000} \times 40\%$ (Maximum available marks) = 24% Tenderer C Score = $\frac{£3000}{£6000} \times 40\%$ (Maximum available marks) = 20% <p>Note: Commercial responses 100% greater than the lowest bid passing the evaluation process will be scored as a Fail (based on bid against model requirement to become framework supplier).</p> <p>The number of suppliers to the framework will be limited to a maximum of five (5), selected from highest combined Technical/Commercial scores passing the evaluation process.</p>		

Appendix D

Commercially Sensitive Information (Attached)

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

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

Appendix E

MODEL PRICING SCHEDULE

For completion according to the ITT Specification (Available on Atamis. Please upload to Atamis)

Appendix F

MODEL STAFF TIME IN DAYS TEMPLATE

For Completion (Available on Atamis. Please upload to Atamis)

Appendix G – Full Project Structure

(Available on Atamis in the bidder pack)