

www.gov.uk/naturalengland

Request for Quotation

## Stock fencing at Saltfleetby-Theddlethorpe NNR

## LIFE 17 NAT/UK/000570; HG-16-08643 Brickyard south

## Request for Quotation

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

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: [delphine.suty@naturalengland.org.uk](mailto:delphine.suty@naturalengland.org.uk)

Date: 21 Sep 2022

Time: 12am

**Contact Details and Timeline**

Delphine Suty will be your contact for any questions linked to the content of the quote pack 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.

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| --- | --- |
| Action | Date |
| Date of issue of RFQ | **10/08/22** |
| Deadline for clarifications questions | **5/09/22** |
| Deadline for receipt of Quotation | **18/09/22** |
| Intended date of Contract Award | **29/09/22** |
| Intended Contract Start Date | **01/10/22** |
| Intended Delivery Date / Contract Duration | **31/01/23** |

### 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):

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| --- | --- |
| “Authority” | Means the Department for Environment, Food and Rural Affairs acting as part of Natural England |
| “RFQ” | Means this Request for Quotation and all related documents published by the Authority and made available to suppliers |
| “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.

The supplier by submitting a quotation is deemed to accept the terms and conditions in the RFQ. Failure to comply with the instructions set out in the RFQ may result in the supplier’s exclusion from this procurement.

### 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.

#### Mandatory Requirements

The RFQ includes mandatory requirements and, if you do not comply with them, your quotation will not be evaluated.

#### Clarifications

The Authority reserves the right to discuss, confidentially, any aspect of your quotation with you prior to any award of Contract to clarify matters.

#### 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 in writing and may extend the deadline for receipt in order to give you a reasonable time in which to take the amendment into account.

#### Conditions of Contract

The terms and conditions attached Condensed Terms and Conditions (see Appendix 1) will be included in any contract awarded as a result of this RFQ process. The Authority will not accept any material changes to these terms and conditions proposed by a supplier.

#### Specification

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 [Natural England](https://www.gov.uk/government/organisations/natural-england/about/procurement)

This contract shall be managed on behalf of the Authority by Delphine Suty Senior Reserve Manager – Saltfleetby-Theddlethorpe NNR for the Dynamic Dunescapes (DuneLIFE) project (HG-16-08643; LIFE 17 NAT/UK/000570).

The [Dynamic Dunescapes](https://dynamicdunescapes.co.uk/) DuneLIFE project (LIFE 17 NAT/UK/000570) is a five-year project running from September 2018. Declines in the extent and quality of sand dunes, often due to over-stabilisation, have reached a critical point. The latest Article 17 UK report states all seven sand dune habitats and H3110 freshwater feature are in an overall bad conservation status. DuneLIFE will improve the SAC’s condition by tackling the root causes of decline such as over-stabilisation, encroachment of invasive species and nutrient enrichment. It will implement best practice techniques in ways which are sustainable and promote their replication and transfer. The LIFE project is led by Natural England working in partnership with the National Trust, Plantlife and three Wildlife Trusts. The project is financially supported by LIFE, a financial instrument of the European Commission and the National Lottery Heritage Fun.

Saltfleetby–Theddlethorpe Dunes National Nature Reserve (NNR) stretches for 8 km along the north-east coast of Lincolnshire between Mablethorpe and Saltfleet. The habitat includes saltmarsh, foreshore and embryonic dunes on the seaward side and the more stable dunes and marsh on the landward side. Saltfleetby-Theddlethorpe NNR is part of a suit of Natura 2000 network managed for rare and threatened species, and some rare natural habitat. It stretches across all 28 EU countries, both on land and at sea. The aim of the network is to ensure the long-term survival of Europe's most valuable and threatened species and habitats, listed under both the [Birds Directive](https://ec.europa.eu/environment/nature/legislation/birdsdirective/index_en.htm) and the [Habitats Directive](https://ec.europa.eu/environment/nature/legislation/habitatsdirective/index_en.htm) <https://ec.europa.eu/environment/nature/natura2000/index_en.htm>

**Site location:**

Appendix 1 Purchase Order Terms and Conditions

Appendix 2 Dynamic Dunes Fence Plan

Appendix 3 Small section of fence and gate

Appendix 4 Wheelchair friendly kissing gate (‘boxed gate’)

**Brief Methodology**

This contract is to erect a stock fencing compartments with the aim of extending our grazing regime south of Brickyard lane car park National Nature Reserve (NNR). This work will involve vegetation clearance to clear the fencing line, the erecting of pedestrian kissing gates (box gate), vehicle access gates but excludes material. Material will be contracted separately

**Brickyard section**: 1500 metre fencing (aerial calculation)

1. Stock fencing (bottom line high tensile wire, top with 3 barb) except for section highlighted between A-B-C where no barbed wire due to close proximity to public access. Lower part of the fence with galvanised mid steel sheep netting at a max height 80cm. Netting to be installed with the larger net gaps at the bottom to allow for wildlife movement.
2. The fence line will require vegetation clearance work and tree felling.
3. The fence A-B-C will be erected alongside the Public Right of Way (PRoW) and permissive access. In place it will be close to the footpath, the contractor must provide a suitable cattle proof fencing that will not cause injury to visitors. Possible option tensil with barbed-wired on the inside of the enclosure, and when possible the fence line will be set back by at least 3 metres from the centre of footpath.
4. The fence line on the foreshore will be agreed by NE and contractor prior to the contract being set out
5. The fencing furniture must match the material used for the fence; creosoted posts, with wooden gate and wooden boxed gate. Gates and boxed gate must all be pressure treated and NOT Creosoted
6. On the fencing line meeting the southern section to Crookbank north, a vehicular gate will be fitted to meet in line with the other side. Each gates will allow for cattle movement and act as a “corral”, contractor to advise of best practice.
7. The fencing line at this location *///blotting.nickname.wimp* is wet throughout the winter month, galvinised posts are to be used.
8. 3 box gates (kissing gates) to the British Standard below will be fitted within this enclosure please see map. Depending on the location, if a box gate does not fit the contractor will agreed with Delphine Suty the style used. Final location to be agreed with NE
9. All ruts must be rolled out and any removal/damage to site infrastructure or farmland replaced like for like by the end of works, subject to Delphine Suty’s approval.

**When quoting please:**

Titles: LIFE 17 NAT/UK/000570; HG-16-08643 Brickyard south

The quote will be for labour only

**Quotation Submission**

Your quote will be evaluated on what evidence you will have provided.

1. **Wildlife and Natural Features -** How will you avoid critical and irreversible environmental damage to wildlife and natural features and minimise general damage to ecology on site (such as changes to water quality; destruction of places inhabited by plants and animals; interruptions to the movement of wildlife; non-target species damage through trampling by people or vehicles)?

Biosecurity. Plant and animal diseases, pests and invasive non-native species (INNS) can be spread between and within sites by visitors. Contractors must take adequate biosecurity precautions to ensure that the risk of spreading disease, pests and INNS is minimised i.e. vehicles, equipment and clothes (particularly boots) must be clean before entering the site and cleaned again before leaving. Vehicles, equipment and clothes must be free of loose mud and plant debris and, as far as possible, free of water (for example, boats should be drained).

These basic precautions should be carried out as a matter of routine, but some sites may require additional biosecurity measures. The contractor must demonstrate an understanding of biosecurity risks in general, and of the good practice measures that will minimise risks from any specific threats they are informed of.

Please provide details of your policies/procedures regarding biosecurity and delivery of this project.

1. **Business continuity** a site base relevant and actual risk assessment that will take into consideration how you will minimise the risk to yourself and other of contraction or spreading C19
2. **Prices** must be submitted in pound sterling, inclusive of VAT.
3. **References -** Provide references from previous works where sustainability was integrated throughout delivery. Provide evidence of wood sustainability please refer to NE timber contract condition in appendix

**Natural England - Quote evaluation criteria**

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| --- | --- |
| **Activity** – Vegetation clearance to erect a stock fencing enclosure of c.1500 meters, 3 box gates, and vehicular gate. | Weighting  100 % |
| **Environmental Management, Wildlife and Natural Features**   * Environmental impact and biosecurity evidence that your operation will minimise damage to the site | 20 |
| **Value** -Total cost of the project inclusive of VAT   * Project duration - project must be completed by the end of December 2022   **Business continuity** - In the event of the contractor/staff falls ill during project or C19 pandemic begins again.   * Your plan to complete the project | 60 |
| **Please supply with your quote:**   * 2 references of similar projects that you have managed * Policies/certificates: VAT registration; Public Liability Insurance; skills certifications for operating the machinery you will be using. * Risk assessment that specific to our site, lone working procedures and how you will minimise the risk of spreading C19 to yourself and others | 20 |

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

Price – 60%

Quality – 40%

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

**Contract Management**

**The Construction (Design and Management) Regulations 2015** [**www.hse.gov.uk**](http://www.hse.gov.uk)

The Construction (Design and Management) Regulations 2015 (CDM 2015) came into force on 6 April 2015, replacing CDM 2007. This publication provides guidance on the legal requirements for CDM 2015 and is available to help anyone with duties under the Regulations. It describes:

* the law that applies to the whole construction process on all construction projects, from concept to completion
* what each dutyholder must or should do to comply with the law to ensure projects are carried out in a way that secures health and safety

CDM 2015 is subject to certain transitional provisions which apply to construction projects that start before the Regulations come into force and continue beyond that date.

**Dutyholders**

Natural England will take the role of the client. You, the applicant will be the Principal Designer, Principal Contractor.

For further information please visit [CDM Regulation](http://www.hse.gov.uk/pubns/books/l153.htm) and summary of duties <http://www.hse.gov.uk/construction/cdm/2015/summary.htm>

This contract shall be managed on behalf of the Authority by Delphine Suty Saltfleetby-Theddlethorpe Senior Reserve Manager

Natural England, Sea View Lane; Saltfleetby St Clements LN11 7TR.

Telephone 07920 870081

ANY changes to project will be provided in advance of final tender.

We will raise a purchase order (PO) to cover the cost of the services and will issue to the awarded supplier following contract award.

The awarded contractor will be able to invoice Natural England for material cost or to the value of 40% of the total cost of the work once you have started; the remaining agreed cost can be invoiced once work has been completed.

### 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.

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.

### Appendices

Purchase Order Terms and conditions

NE Timber contract condition

Contractor site risk assessment

Boxed gate specification

British Standards for access

All supplied separately