



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

# Request for Quotation

## Request for Quotation

### Christchurch Harbour Small Developments Strategy

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 quotation should be returned to the following email address by:

Email: Maxine.Chavner@naturalengland.org.uk  
Date: Friday 11<sup>th</sup> November  
Time: 17:00 GMT  
Reference: RP04707

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

#### Contact Details and Timeline

Maxine Chavner 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.

Action	Date
Date of issue of RFQ	28/10/2022 at 14:00 BST
Deadline for clarifications questions	04/11/2022 at 09:00 GMT
Deadline for receipt of Quotation	11/11/2022 at 17:00 GMT
Intended date of Contract Award	14/11/2022 at 17:00 GMT
Intended Contract Start Date	21/11/2022 or earlier if possible
Intended Delivery Date of final deliverables	30/03/2023

#### Glossary

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

"Authority"	Means 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: [Condensed Terms and Conditions](#) 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](#)

### 1. Background to the project

Christchurch Harbour Site of Special Scientific Interest (SSSI) is designated under Wildlife and Countryside Act 1981 (as amended) for many features including assemblages of breeding and non-breeding birds. These birds rely on supporting habitats such as intertidal mudflats, especially over the winter period when migratory birds stopover in the harbour to refuel after long journeys.

Small, private foreshore developments, such as jetties, slipways and pontoons result in direct loss of intertidal habitat. The presence of these structures also impedes waterfowl usage of the nearby habitat as their sightlines and flight lines are restricted, reducing the ability for birds to feed and protect themselves from predators. Furthermore, the structures may create shade and increase abrasion from wave action, resulting in habitat deterioration in localised areas along the shoreline, further decreasing foraging potential. Although foreshore structures may be used by some common species as roosting sites, human activity associated with the construction, use and maintenance also poses a risk of increased disturbance to birds.

Recent increases in planning applications for jetties and slipways along the northern harbour shoreline are threatening the condition of the site. These have been approved by the Local Planning Authority and Marine Management Organisation despite Natural England's objection, as the impacts of each structure were considered in isolation and therefore deemed to be minimal. Without a more strategic assessment of the cumulative impacts across the areas where there is high demand and scope for further foreshore development, these small developments are likely to proliferate, leading to a significant loss of bird roosting and feeding habitat within the site over time.

To address these condition threats, Natural England have ambitions to develop a strategy that will communicate Natural England's views regarding construction of small developments. This will promote a positive, proactive approach to maintaining the SSSI in favourable condition, protecting foraging and roosting habitat in sensitive areas, whilst enabling sustainable use of other parts of the harbour. The Christchurch Harbour strategy will be based on a similar one that was implemented for Poole Harbour (see 'Supporting Documents' below) over a decade ago. The development of this guidance will allow for a strategic approach to managing increasing applications for small developments, reducing cumulative impacts before they proliferate, and ensuring that the most sensitive sites for waders and waterfowl are protected.

### 2. Project Objectives

#### 2.1 General aim

The overall aim of this project is to develop a strategy that will communicate Natural England's views regarding construction of small developments at the pre-application stage. This should aim to be similar to the current strategy implemented for Poole Harbour (see 'Supporting Documents' below). The strategy will focus on the north-eastern shoreline of Christchurch Harbour (Fig. 1) and will guide decision making by providing:

- An evidence-based assessment of the functionality of the intertidal zone for wintering wildfowl and waders.
- An analysis of the significance and value of specific zones for wintering wildfowl and waders.

## 2.2 Specific objectives

The specific objectives of the project are:

- a) To undertake a comprehensive survey of the north-eastern shoreline of Christchurch Harbour, including undertaking bird counts, noting bird behaviours and any potential disturbing activities. Following these surveys, a report will be produced which describes the distribution of existing infrastructure and waders and wildfowl within the site to identify localities with higher levels of disturbance. The distribution of birds and human activity will then be mapped, and sections of shoreline with high importance and/or exhibiting low levels of existing disturbance to wintering waders and wildfowl will be identified.
- b) The development of a guidance document that will zone the shoreline into the most sensitive areas (where developments will be objected to without further assessment) and less sensitive areas (where applications will be assessed to determine their impact on the site).
- c) The translation of the identified zones into accessible Geographical Information System (GIS) layers.



**Figure 1. Map of the north-eastern shore of Christchurch Harbour**

## 3. Methods

The project details in section 4 below note the expected outputs. Specifically:

- Bird survey – weekly (?) bird observations/counts and use of WeBS data and/or data from the Christchurch Harbour Ornithological Group (CHOG) were appropriate.
- Survey Report
- Strategic Guidance
- GIS layers, which are to be incorporated into Natural England's internal GI platform, Webmap and Defra's [Magic Map](#) application.

Tenders are invited to use their expertise to develop their own methodologies to ensure delivery of the highlighted outputs. The methods used in the development of the Poole Harbour strategic guidance can be found in the attached supporting documents.

#### 4. Project Outputs and Delivery

All project outputs should be delivered to the agreed deadlines detailed in Table 1 below.

Data must be interpreted, analysed, and presented in a report that fulfils the project objectives stated in section 2 above.

Copies of the original data spreadsheets or databases are to be provided to Natural England in the appropriate Microsoft Office format.

Natural England will be provided with an electronic copy of the final report (on a USB compliant external hard drive or via a cloud-based file transfer). The final report must be written using the [NE Commissioned Report \(NECR\) template](#) and adhere to Natural England publishing standards.

The survey report should contain:

- a) Executive summary
- b) Introduction
- c) Methods
- d) Results
- e) Development of Strategic Guidance
- f) Discussion
- g) References
- h) Appendices and associated GIS layers

The Guidance Document should contain:

- a) Background to the issue
- b) Principles related to the zoning of the harbour
- c) Classification of specific areas of foreshore

**Table 1. Approximate timelines for project delivery**

Event	Date	Payment schedule
Surveys completed	<b>17<sup>th</sup> February 2023</b>	Milestone 1 payment
Submission of draft reports and associated data to Natural England for comment by	<b>17<sup>th</sup> March 2023</b>	
Natural England to send comments on draft reports by	<b>24<sup>th</sup> March 2023</b>	
Final reports and GI outputs to be delivered by	<b>31<sup>st</sup> March 2023</b>	Milestone 2 payment

Any projected delays to this timetable should be discussed with the Natural England Project Officer as soon as they are identified.

#### 5. Project Management

In support of the contract, Natural England will provide:

- Project support from a dedicated project lead
- Opportunity to feedback and discuss progress and the project
- Additional NE reports to help with the analysis and reporting

- Supporting GIS datasets (if required) under licence for use in this contract:
  - Base map data from [Ordnance Survey](#)
  - Aerial photography from [Next Perspectives](#)
  - S-57 vector data from the UK Hydrographic Office (in ArcGIS format)

Please see the following site for information on how to obtain access to the GI datasets listed above:  
<https://www.gov.uk/how-to-access-natural-englands-maps-and-data>

The intellectual property rights and copyright for all products (including photographs) will lie with Natural England. All data will be made available by Natural England under the [Open Government Licence](#) at the end of the project via [www.data.gov.uk](http://www.data.gov.uk).

#### **Natural England Project Officer details:**

Maxine Chavner

[Maxine.Chavner@naturalengland.org.uk](mailto:Maxine.Chavner@naturalengland.org.uk)

## **6. Sustainability**

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

## **7. Terms and Conditions of Contract**

The Terms and Conditions of the awarded contract can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/914956/standard-condensed-terms.odt](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/914956/standard-condensed-terms.odt)

The intellectual property rights and copyright for all products (including images) will lie with Natural England. All data will be made available by Natural England under the Open Government Licence at the end of the project and the final report will be published on Natural England's Access to Evidence internet site.

## **8. Supporting Documents**

The Christchurch Harbour strategy will be based on a similar one that was implemented for Poole Harbour over a decade ago. The following papers present the Poole Harbour strategic guidance and are attached:

- Donnelly, J., Kirby, J., Arnold, J. and McMinn, S. (2003) The Development of Strategic Guidance for Jetties and Slipways within the Poole Harbour SPA. Just Ecology report to English Nature
- Natural England (2009) Poole Harbour Special Protection Area and Ramsar Site: Principles which will be used by NE when responding to consultations and providing advice on proposed small developments on the foreshore that provide access to the Harbour
- Annex A: Principles which will be used by Natural England in responding to consultations and providing advice on proposed jetties and slipways – Supporting Information

## **9. Prices**

Prices must be submitted in £ sterling, inclusive of VAT. It is anticipated that this contract will be awarded for a period of five months to end no later than 31/03/2023. Prices will remain fixed for the duration of the contract award period.



## Quotation Submission

Please submit the quotation to the Project Officer, via email, by 17:00 on Friday 11<sup>th</sup> November 2022. Natural England will be evaluating quotations against criteria that will be weighted accordingly. Therefore, it would be useful for suppliers to include details of:

- Availability / capacity
- Proposed methodology
- Local knowledge and any recent experience of carrying out similar contracts
- Relevant experience of personnel who will be directly involved with this contract
- Quality Assurance measures

## Contract Award Criteria

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

Price – 40%

Quality – 60%

Criteria	Weight-ing	To include:	Scores
Availability / capacity			Pass / fail
Price	40%	A breakdown of the costings, including VAT, and overall total	Ranked in cost order
Local knowledge and relevant experience of personnel	20%	Please submit evidence of relevant experience and details of personnel involved	As judged by Project Officer based on submitted CVs
Proposed methodology	20%	Please propose detailed methodology for how you propose to deliver the stated outputs	Using scoring criteria set out below
Quality Assurance measures	20%	Please submit details of quality assurance measures for data analysis and report content	Using scoring criteria set out below

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**

This contract shall be managed on behalf of the Authority by Maxine Chavner who will also provide project support and opportunities to feedback and discuss progress and the project as required.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award. Please invoice Natural England after the deliverable for each payment milestone has been completed, as detailed in Table 1.

## **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.