



Department
for Environment
Food & Rural Affairs

Department for
Environment Food &
Rural Affairs
Nobel House, 17 Smith
Square, London, SW1P
3JR

www.gov.uk/defra

Our ref: [REDACTED]
Date: 22/10/2021

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Dear [REDACTED]

Award of Contract for Design of an Evaluation Framework for Natural England's planning advice on behalf of Natural England

Following your tender/proposal for the supply of Evaluation Framework for Natural England's planning advice to Natural England, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Natural England as the Authority and Collingwood Environmental Planning Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The Services shall be performed at the Supplier's premises, remotely, or at locations required to deliver the project activities such as the Authority's premises.
2. The charges for the Services shall be as set out in Annex 2.

3. The specification of the Services to be supplied is as set out in the suppliers Tender dated 01/10/2021.



4. The Term shall commence on Monday 25th October 2021 and the Expiry Date shall be Thursday 31st March 2022. The authority reserves the right to extend the contract term by up to 6 months pursuant to the Conditions.

5. The address for notices of the Parties are:

Authority	Supplier
Natural England Nobel House, 17 Smith Square, London, SW1P 3JR Attention: [REDACTED] Email: [REDACTED]	Collingwood Environmental Planning Ltd 37 Queen Square, Bristol, BS1 4QS Attention: [REDACTED] Email: [REDACTED]

6. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
Attention: [REDACTED] Email: [REDACTED]	Senior Specialist - Evaluation
Attention: [REDACTED] Email: [REDACTED]	Senior Specialist - Evaluation

7. The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED]. Within 20 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to [REDACTED].

Liaison

For general liaison your contact will continue to be [REDACTED]. There details are listed on the previous page.

Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Collingwood Environmental Planning Ltd at the above address within 7 days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.

Signed for and on behalf of Natural England

Name: [REDACTED] Senior Specialist Evaluation	Name: [REDACTED] (Procurement)
Signature: [REDACTED]	Signature: [REDACTED]
Date: 22/10/2021	Date: 22/10/2021

We accept the terms set out in this Award letter and the annexed Conditions.

Signed for and on behalf of Collingwood Environmental Planning Limited

Name: [REDACTED] [REDACTED]	
Signature [REDACTED]	Date: 29/10/2021

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;

“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of

- the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place

immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause **Error! Reference source not found.**, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way

except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause **Error! Reference source not found.**

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause **Error! Reference source not found.**; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses **Error! Reference source not found.** and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause **Error! Reference source not found.**), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, **Error! Reference source not found.**, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause **Error! Reference source not found.** or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, **Error! Reference source not found.**, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause **Error! Reference source not found.** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause **Error! Reference source not found.**, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause Error! Reference source not found., e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause Error! Reference source not found..

22 Governing Law and Jurisdiction

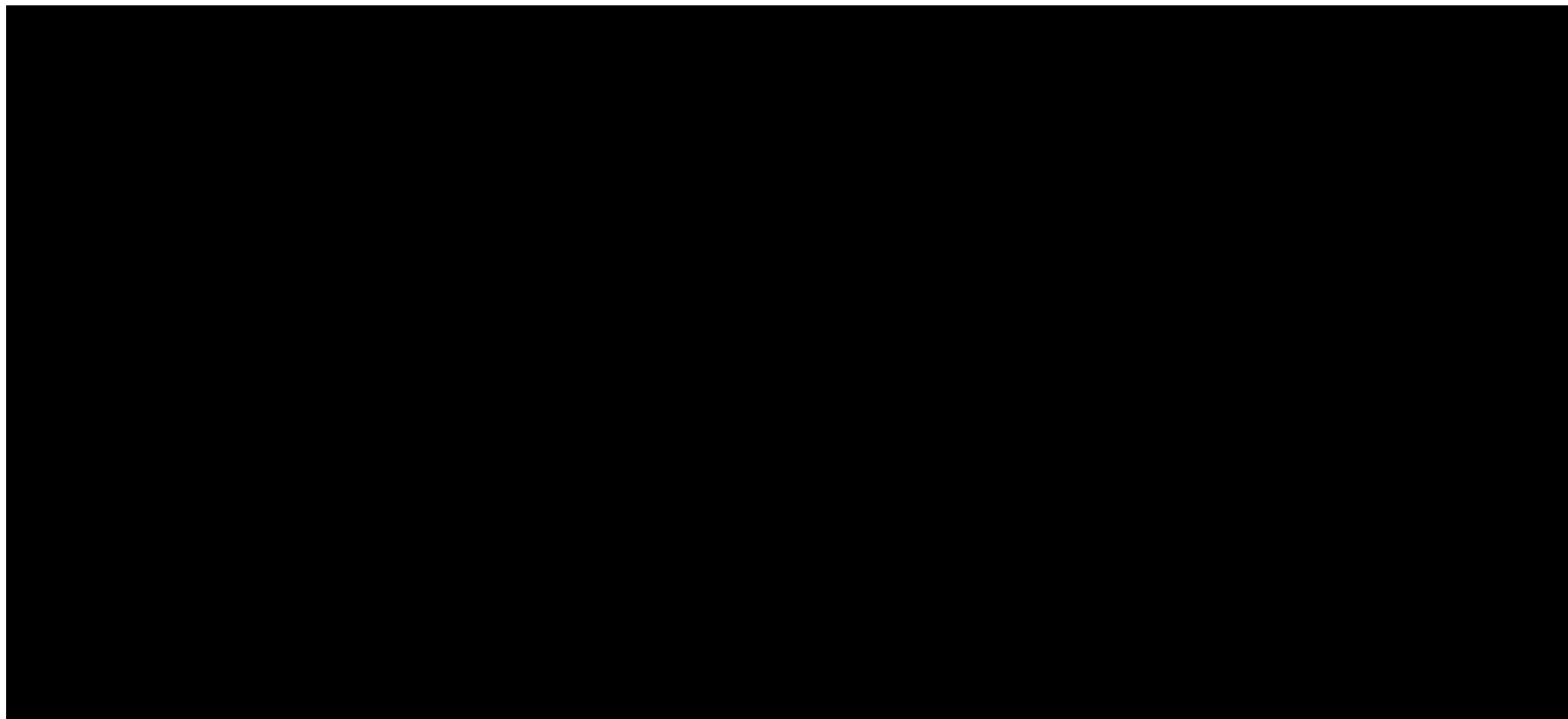
The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2 – Charges (“Pricing Schedule”)

Tender for Evaluation of the effectiveness of Natural England’s planning advice

Tender Reference: ITT_9208

Collingwood Environmental Planning (CEP) Ltd



Annex 3 - SPECIFICATION OF REQUIREMENTS

Design of an Evaluation Framework for Natural England's Planning Advice

You are invited by Natural England (NE) to tender for the requirement described in the specification below.

Please submit your tender via the Bravo system on or before the deadline given below:

Action	Date
Deadline for clarification questions	27/09/2021 @ 13:00
Deadline for the receipt of tender	04/10/2021 @ 13:00
Intended contract award notification	18/10/2021
Intended date of contract award	25/10/2021
Service commencement date	01/11/2021
Intended delivery date	31/03/2022
Contract duration	21 weeks and 3 days

BACKGROUND

Background to Natural England and its role in Planning

Natural England (NE) is the government's adviser for the natural environment in England. Its purpose is to help conserve, enhance and manage the natural environment for the benefit of present and future generations, thereby contributing to sustainable development. For more information on NE's vision for the future and how this aligns with government policy, our [Action Plan for 21/22](#) and the government's [25 year plan for the environment](#), provide background information.

NE provides planning advice to Local Planning Authorities (LPAs) and other decision makers as a statutory planning consultee, as set out in legislation. Advice is provided on:

- Strategic Planning – LPAs produce a range of local planning policy documents (e.g. Local Plans, Green Infrastructure Strategies, Spatial Strategies, Minerals and Waste Plans, Neighbourhood Plans and Biodiversity Net Gain strategies). NE advice focuses on the environmental risk and opportunity of a plan in line with its environmental priorities.
- Development Management Casework - specific environmental advice is provided by NE on certain types of planning casework for individual development sites, when consulted as a statutory consultee by the LPAs or the Marine Management Organisation (MMO) on marine licensing proposals. NE advice is then considered alongside other consultee advice before a decision is taken by the Local Planning Authority, as the determining body, to either approve or refuse a planning application.
- Nationally Significant Infrastructure Projects (NSIPs) - these are dealt with through a process that requires Natural England and the developers to work together to a pre-determined timetable. These are, by definition, large-scale and often environmentally impactful developments.
- Discretionary Advice Service (DAS) - this is a chargeable service that developers call upon to acquire pre-application and other advice on proposals to help them devise and submit planning applications or NSIPs that are environmentally sound and well thought through.

To put in context the scale of NE's planning advice, in 2020/21 NE dealt with:

- 16,028 planning application consultations (development management casework, as above)
- 1,142 pre-application consultations (discretionary advice service, as above)
- 1,800 development plan consultations (strategic plans, as above)

- 50 NSIPs (the complex nature of these applications means that work on them can run for more than 1 year and so NE tends to be involved, at some stage, in as many of 50 NSIP applications a year)

When proposing evaluation approaches and methods as part of the evaluation framework development, figures such as those above will be important to consider in ensuring 'proportionate' evaluation.

THE CONTRACT

Purpose and scope of the contract

NE's interventions in the terrestrial and marine planning and infrastructure processes aims to ensure that development does not compromise conservation outcomes, that high environmental quality development and infrastructure is delivered, and environmental opportunities are secured. The purpose of this contract is to develop an evaluation framework, the subsequent implementation of, will enable NE to evaluate¹ how planning advice is delivered (process evaluation), assess the effectiveness (environmental, social and economic) of this advice (impact evaluation) and what impact this has on NE's progress towards achieving the outcomes and visions reflected in the relevant Theories of Change.

The purpose of this contract is to develop an evaluation framework that, when implemented, will enable NE to evaluate the effectiveness of its planning advice. NE would like to look at both how its planning advice is delivered (process evaluation), the effectiveness (environmental, social and economic) of this advice (impact evaluation) and what effect this has on NE's progress towards achieving the outcomes and visions reflected in the relevant Theories of Change.

The areas of NE's planning advice which are of particular interest to this piece of work are:

- NE's advice on development management (this includes pre-application advice, terrestrial (housing, transport and other development), and marine planning consultations)
- NE's advice on spatial plans such as LPA Development Plans and others. This includes statutory work, our charged-for advice, as well as NE's proactive strategic planning advice i.e. the work NE does to influence LPAs in advance of formal consultations.
- NE's advice on Nationally Significant Infrastructure Projects (NSIPs)

NE is currently considering and designing changes² to the way it delivers its planning advice. It is therefore key that the evaluation framework provides a clear methodology for evaluating the value and impact of these changes, on the achievement of NE's intended outcomes.

The ambition of the framework is to provide an evaluation 'blueprint' which NE can use to begin evaluating its planning advice work strategically, systematically and robustly. The design of the framework should ensure that subsequent evaluations can be designed more quickly and efficiently, using the framework as a guide. This should save NE and its evaluators time and resource and provide assurance that evaluation design is well-informed, and evidence led.

Objectives

The main objective of this commission is to provide the design of a robust yet proportionate evaluation framework, in line with [HMT Magenta Book](#) guidance. We would like tenderers to set out their thinking on how they would approach the design of an evaluation framework for NE's planning advice.

The framework should include the following activities:

¹ Previous surveys looking at the effectiveness of NE's planning advice have been carried out. The reports will be made available in full to the successful contractor and should be reviewed as part of activity a) Review of existing evidence and policy.

² Details of these changes will be shared with the awarded contractor.

- a) **Review of existing evidence and policy** – a rapid review of existing evidence (e.g. previous evaluations) and policy documentation around planning and NE's role in the planning process (including 25 Year Environmental Plan). This will situate the framework in the current policy landscape.

- [Environmental planning advice for planning & transport authorities](#)
- [Environmental planning advice for developers](#)
- [NE Standard: responding to consultations on development](#)

NE contacts will provide some essential documentation but awarded contractors should also conduct their own rapid literature search and review.

The purpose of this activity is to ensure the framework is sensitive to ongoing policy developments in its suggestions and takes into account previous evaluation work.

- b) **Development of programme theory** – NE has recently started developing Theories of Change for its Planning work. These aim to set out how our activities are expected to produce our intended outcomes, including any assumptions and enablers along the way. Relevant Theories of Change already developed are:³

- Sustainable Development programme
 - Planning for Places
 - Development Plans
 - NSIPs
 - Strategic advice i.e. pre-application

As part of the evaluation framework development, contractors should review these existing Theories of Change, testing them with our external stakeholders (see Table 2) as they have thus far been internal only and suggest/make necessary revisions. Proposals should suggest sensible, efficient, and inclusive approaches to testing these Theories of Change with stakeholders.

The resulting output should be a suite of Theories of Change that together reflect the programme theory behind NE's planning advice work. Proposed evaluation questions and evaluation activities should be based on and draw from these Theories of Change.

- c) **Suite of evaluation questions** – a full set of evaluation questions (and if appropriate, sub-questions), the answering of which will give NE an understanding of the implementation (process) and effectiveness (impact) of its planning advice. These should be categorised appropriately and in a way that enables their understanding and use. The evaluation questions should be borne out of the Theories of Change.
- d) **Data requirements** – alongside developing the evaluation questions, the contractor should provide an indication of what data is required to answer each one. This will require an assessment of what data is already available/accessible, where there are critical gaps and which questions are currently answerable. If deemed appropriate and useful by the contractor, they may choose to adopt the tools/principles of evaluability assessments⁴ here.
- e) **Suggested evaluation activities** – clear and detailed suggestions for how NE should evaluate its planning advice using the evaluation questions. The awarded contractor is expected to use their expertise to provide these suggestions in a useful manner. This could look something like a proposed suite of evaluations, detailing for each the approach, methods, timings, resource requirements, costs etc. A timeline for when to implement each evaluation (starting in April 2022) would be particularly useful, as would recommendations

³ The formatting of the bullet points reflects the 'nested' nature of the Theories of Change i.e., the Planning for Places ToC sits beneath the Sustainable Development programme ToC and so on.

⁴ [Working paper 40: Evaluability Assessment Synthesis report \(publishing.service.gov.uk\)](#)
[WWS-Evaluability-Assessment-Working-paper-final-June-2015.pdf \(whatworksscotland.ac.uk\)](#)

on the frequency at which NE should review the evaluation approaches suggested by the framework.

- f) **Review of earlier case studies** – a review of a selection of no more than 10 planning applications (examples to be agreed) that were part of an evaluation of NE planning advice conducted in 2012. This review will involve looking at the developments now that they have been built to assess what impact NE advice did or did not have on the outcome of the actual build. The result of this would be used to inform the framework itself, suggesting whether and how such retrospective reviews should be incorporated into evaluation planning in the future.

The framework should make good use of visual aids. For example, information should be tabulated where appropriate and useful. We expect the framework to include at least one clear table containing (as a minimum) the proposed evaluation questions and sub-evaluation questions (as necessary), the data requirements to answer them, and relevant evaluation methods (for data collection and analysis). Tenderers are encouraged to draw from previous experience in making these tables as clear and common-sensical as possible. Other visual aids, such as RAG (red-amber-green) ratings in tables, are encouraged where appropriate.

The approach to development of the evaluation framework should be informed by the [Magenta Book 2020](#) including the key principles around the requirement for scoping and designing an evaluation. These include:

- Understanding the intervention and its evidence base
- Understanding the type of evaluation required
- Understanding the appropriateness of the evaluation methods
- Agreeing the most appropriate evaluation approach and identifying the most suitable evaluation methods.

Given the nature of this contract, we are particularly keen on receiving proposals from teams or consortia that include both evaluation and planning expertise.

Milestones & Deliverables

A number of anticipated project milestones and deliverables are detailed in Table 1 below. In addition to these milestones, proposals from bidders should detail additional meetings or milestones they deem necessary in order to fulfil the work. For example, this may include contractor-led workshops with NE staff needed for data collection purposes. As far as possible, tenderers should set out anticipated dates for such meetings, to ensure planning for adequate participation.

Deliverables of this project should be provided as MS Word (in draft) and PDF documents (once finalised), MS Excel spreadsheets and MS PowerPoint presentations.

Table 1: Project milestones and deliverables

Project milestone	Date	Detail
Meeting 1 Project inception meeting and agreement of methodology	w/c 1 November	Meeting to discuss the proposed approach to the project. The bidder should confirm that there will be availability to attend a project inception meeting during this week
Deliverable 1 Inception Report	w/c 8 November	A brief report detailing any changes (from the proposal) to the methodology and project timeline following the inception meeting. It should clarify any key decision points and when detailed input from project steering group is required.

Meeting 2 Progress meeting	w/c 6 December	Meeting to discuss progress with the Project Steering Group.
Meeting 3 Progress meeting	w/c 10 January	Meeting to discuss progress with the Project Steering Group.
Meeting 4 Progress meeting	w/c 14 February	Meeting to discuss progress with the Project Steering Group.
Deliverable 2 Draft Evaluation Framework & Workshop	March (exact date TBC)	A draft version of the evaluation framework report alongside a presentation of the draft version of the evaluation framework at an online workshop to members of the Project Steering Group and possibly wider.
Deliverable 3 Final Evaluation Framework	March (exact date TBC)	As listed under the Objectives section above, the Final Evaluation Framework will include <ul style="list-style-type: none"> • Review of existing evidence and policy • Development of programme theory • Suite of evaluation questions • Data requirements • Recommended evaluation activities The Final Evaluation Framework will also incorporate comments received on the draft version (both written and in workshop).

Project governance and stakeholders

The contractor is expected to work closely with the NE team – primarily the NE project manager – who will provide support, as required, throughout. A steering group (established by NE) should be involved at key points throughout the project to provide steer and sign off. More regular check-ins will also be set up between key contacts from both the NE and awarded contractor team side. Tenderers should set out their approach to working with NE and its stakeholders in developing the framework.

The day-to-day management of the contract from NE will be the responsibility of the project manager, who will coordinate and be guided by the Steering Group. They, in turn will review the work and ensure it meets the project aims and objectives. The contractor is expected to appoint their own Project Manager who will act as the principal point of contact for NE and who will be responsible for the day-to-day management of the contract.

Formal meetings and key workshops should be accounted for in tenderers responses. In addition, we suggest weekly calls be held between the successful contractor and a member of the steering group to provide additional support, guidance and address any potential issues. Longer bi-weekly meetings may also be held between the contractor, a member of the steering group and the Senior Responsible Officer (SRO).

We expect the awarded contractors to engage with a range of different stakeholder groups to gather the evidence needed to better understand how best to evaluate NE's involvement in the planning system. Table 2 outlines the evaluation framework's expected stakeholders/stakeholder groups, their interest in the framework and their proposed role in it.

Awarded contractors are not expected to necessarily engage with *all* stakeholders listed and are encouraged to propose engagement methods that are appropriate and purposeful. Proposals that outline in their approach/methodology which stakeholders they intend to engage with, how, and to what end will be scored more highly than those that do not. Considerations for engagement timings, acknowledging the Christmas break, will be important.

Table 2: Stakeholders and their interest and role in the evaluation framework

Stakeholders / stakeholder groups	Interest in framework	Role in framework development
Internal (NE)		
Evaluation Framework Steering Group (established specifically for this project)	High: Involved in NE's planning work at a strategic level as members of NE's Planning Strategy Group (PSG). The driving force behind the evaluation into the effectiveness of NE's planning advice.	<ul style="list-style-type: none"> To help ensure the contract delivers to its full potential. Provide steer and sign off at key points throughout contract delivery. Assist with providing contractor with relevant documentation and evidence. Assist contractor with identification of key contacts/projects (if required).
Project Manager	High: Responsible for overall delivery.	<ul style="list-style-type: none"> To ensure the contract delivers to its full potential. To work with the contractor on a day-to-day basis, acting as a conduit between the contractor and steering group.
NE Operations staff (i.e. Area Teams, Operations Control Centre (OCC) and Central Operations).	Medium: Area team and Operations staff are on the 'front line' dealing with casework applications and requests for pre-application advice. Evaluation results will impact directly on the direction and focus of Area Team work. However, short-term interest in framework development may be limited.	<ul style="list-style-type: none"> Assist contractor with identification of key contacts/projects (if required and if availability allows).
External		
Local Planning Authorities (LPAs) – planning departments.	Medium: May be interested to learn more about engagement, quality, timing and usefulness of NE's planning advice (which later evaluations, not this evaluation framework, will provide). May be keen to provide input in terms of how we evaluate our advice's effectiveness going forward.	<ul style="list-style-type: none"> Key stakeholder for contractor to engage with. Their views are key to designing the evaluation framework. Provide insight into their own internal processes and data sources, to inform framework development.
Planning Inspectorate (PINS)	<i>As above</i>	<i>As above</i>
Developers: house builders, major infrastructure projects, National Highways, Network Rail, offshore wind etc.	Medium: May be interested see how any recommended changes to how and when NE advice is given, might impact their future developments and existing relationship with NE. (more relevant to later evaluations, not this evaluation framework necessarily).	<ul style="list-style-type: none"> Key stakeholder to engage with to understand possible data sources and/or areas of focus for the evaluation framework.
Other statutory consultees on planning applications (including Environment Agency, Health & Safety Executive, MMO, Historic England, and Coal Authority)	Medium: It is possible that other statutory consultees have similar questions around how to evaluate their engagement with planning processes (or may already have developed approaches to do so). If so, they would be interested to learn from this process.	<ul style="list-style-type: none"> Potential stakeholder to provide insights on how they evaluate their role in the planning system and how they assess their impact, which could inform the framework design.
Environmental NGOs	Medium: May be interested in knowing what NE is doing to understand its planning advice and its environmental impact.	

Stakeholders / stakeholder groups	Interest in framework	Role in framework development
Defra	High	<ul style="list-style-type: none"> As a key audience for the framework. To be invited to final workshop presenting the framework.
Ministry of Housing, Communities & Local Government (MHCLG)	High	<ul style="list-style-type: none"> As a key audience for the framework. To be invited to final workshop presenting the framework.

Below are details of the key NE individuals involved in this project:

Role	Name	Title
Senior Responsible Officer	Adam Wallace	Principal Advisor, Planning for Places & Oxford to Cambridge Arc
	Gregor Neeve	Principal Advisor, Future Business Development Models
Project Manager	Gregg Smith	Senior Specialist, Evaluation
Steering Group	Adam Wallace	<i>As above</i>
	Gregor Neeve	<i>As above</i>
	Gregg Smith	<i>As above</i>
	Jo Russell	Principal Advisor, Planning
	Debbie Hall	Principal Advisor, Major Infrastructure Development
	Claire Argent	Area Team Manager (Yorks & Northern Lincs)
	Marion Ashdown	Planning Change Project Manager
	Eva Scholz	Economist

Tenderers must ensure that all meetings are fully costed, including potential travel (though most, if not all, meetings are expected to be held online via Microsoft Teams), time, preparation and the production of outputs (both verbal and written) from the meetings. This includes the circulation of agendas, minutes of the meetings and the follow-up of all action points. MS Teams will be used to share and collaborate on documents.

Evaluation Criteria

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

Quality/Technical – 80%

Price/Commercial – 20%

The quality criterion is split into sub-criteria, which are weighted to reflect their relative importance and/or risk. These sub-criteria are listed below, along with the information we require you to return as part of your tender submission.

The evaluation criteria and weighting for this requirement is set out in the table below.

Award criteria	Weighting (%)	Evaluation Topic	Code
Technical (80%)	25%	Organisational Experience and Capability	E01
	15%	Understanding Project Objectives	E02
	35%	Approach and Methodology	E03
	15%	Proposed Project Team	E04
	10%	Project Management	E05
Commercial (20%)	100%	Total Cost Over the Maximum Term of the Proposed Contract	E06

Technical Award Criteria

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

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.

Organisational Experience and Capability – 15%

Please describe your organisation's capability in delivering projects that are relevant or comparable to this specification. Please include a list of up to 5 references to relevant publications and/or projects that your organisation has managed within the last 5 years. NE will not consider projects above the first 5 references, or projects that are provided without dates. Please describe any resources that you think are relevant to delivery of the project such as designing evaluation frameworks, designing and/or conducting evaluations, developing programme theory, conducting evaluability assessments and undertaking stakeholder engagement.

Higher marks will be awarded to submissions which demonstrate:

- Significant and relevant recent experience and capability of effectively delivering comparable projects to that set out in this specification.
- Organisational experience in the planning sector, as well as evaluation expertise.

Your response must be a maximum of 1 side of A4, font size 12. Please upload a document with the filename: "E01 – [Your Company Name]". Any responses exceeding one side of A4 will not be evaluated beyond the last page.

Understanding Project Objectives – 10%

Please provide an overview of your understanding of the project and the objectives of the research.

This section should demonstrate your understanding of the project; how the enactment of the project will fulfil the project's wider purpose; the key issues/challenges involved in carrying out the project and how these will be managed by your approach.

Higher marks will be awarded to submissions which demonstrate:

- An understanding of the rationale and context for the project.

- A clear understanding and appreciation of the value of an evaluation framework, including its role in enabling better evaluation.
- An awareness of the key issues and challenges in relation to carrying out the project and achieving the aims and objectives, and how these will be managed.
- Original thought, rather than copying sections from the ITT.

Your response must be a maximum of 1 side of A4, font size 12. Please upload a document with the filename: "E02 – [Your Company Name]". Any responses exceeding one side of A4 will not be evaluated beyond the last page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc.

Approach and Methodology – 30%

Please detail the methodology to be adopted in order to meet the project objectives. The tenderer should set out in detail each element of the methodology and how this will be carried out, including the approach, design, analytical strategy and any related risks. The tenderer should demonstrate their knowledge of relevant research approaches that could be used to suggest an appropriate methodology that will deliver the full scope of requirements in the specification. Any anticipated input required from NE and stakeholders should be outlined, as well as the approach to dissemination of final outputs.

Higher marks will be awarded to submissions which demonstrate:

- A clear approach to achieving each of the objectives.
- Understanding of the research and analytical methods required to develop an evaluation framework, applied specifically to the objectives/activities in this ITT.
- Knowledge and suggested application of relevant research approaches that will deliver the full scope of requirements.
- Clear explanation/demonstration of how the final framework will be presented (i.e. use of tables, narrative etc.) and how this will facilitate its use by NE staff.
- Which stakeholders the bidders intend to engage with, how and to what end.

Your response must be a maximum of 4 sides of A4, font size 12. Please upload a document with the filename: "E03 – [Your Company Name]". Any responses exceeding three sides of A4 will not be evaluated beyond the last page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc.

Proposed Project Team – 15%

Please provide details of the proposed project team and team structure that you intend to use to deliver this project, including any sub-contractors and/or associates. CVs for all staff should be submitted to support your response (max 2 A4 sides per CV). CVs are not included in the one-page limit for this section specified below.

In your response, please include a table showing the staff days expected to be spent on the project per task, including both specialists and assistants.

Please identify the individual(s) who will have overall management responsibility for the research and/or identify the Project Director and nominate a representative (Project Manager) for day-to-day contact with NE's Project Manager.

Higher marks will be awarded to submissions which demonstrate:

- Teams – or consortia – that include both planning and evaluation expertise.
- Senior staff putting sufficient time into the key phases of the project.
- Team members with sufficient and relevant experience, influence/authority and capability to successfully deliver this project.
- Team members with appropriate experience for the roles to which they are allocated.

- A project team of sufficient size to ensure that adequate resources have been allocated for all of the required roles and responsibilities.
- If submitting as part of a consortium or using sub-contracting arrangements, comprehensive and justifiable arrangements with measures in place to effectively manage these arrangements throughout the contract.

Your response must be a maximum of 1 side of A4 font size 12 *excluding* CVs. Please upload a document with the filename: "E04 – [Your Company Name]". Any responses exceeding one side of A4 (plus CVs) will not be evaluated beyond the last page. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc.

Project Management – 10%

Please detail the proposed project management arrangements including day-to-day working for the project, the proposed timetable for the project, risk log and mitigation actions and Gantt chart.

Higher marks will be awarded to submissions which demonstrate

- A clear organisational approach to project management and how it will be implemented.
- How NE will be kept informed of progress made and any difficulties encountered.
- A Gantt chart presenting milestones, deliverables, timelines and inter-dependencies between work streams, particularly sequencing of work.
- Clear risk register identifying project risks, cause, level of risk, likelihood of risk and action required to mitigate against the risk occurring.
- The level of input and guidance that the successful supplier will require from the NE.

Your response to project management must be a maximum of 1 side of A4, font size 12, and one side of A3 for the Gantt chart. Links to other documents will not be considered as part of your response e.g. links to published documents online, etc. Any responses exceeding one side of A4 and one side of A3 for the Gantt chart will not be evaluated beyond the last page. Gantt Charts as a separate submission will not be accepted. Please upload a document with the filename: "E05 – [Your Company Name]".

Commercial Award Criteria

Cost (20%)

Tenderers are required to submit a total 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.

Evaluation of cost

The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 20 \% \text{ (Maximum available marks)}$$

For example, if three 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:

$$\text{Tenderer A Score} = £3000/£3000 \times 20 \% = 20\% \text{ (maximum score)}$$

$$\text{Tenderer B Score} = £3000/£5000 \times 20 \% = 12\%$$

$$\text{Tenderer C Score} = £3000/£6000 \times 20 \% = 10\%$$

Terms and conditions of contract

The terms and conditions attached in Bravo Short Form (Services) will be included in any contract awarded as a result of this ITT process. NE will not accept any material changes to these terms and conditions proposed by a supplier.

Annex 4

FORM OF TENDER

To be returned by 13:00pm (UK time) on 04/10/2021.

██████████
Commercial Officer – Shared Goods and Services
Department for Environment, Food and Rural Affairs
Procurement and Commercial Function
Nobel House
17 Smith Square
London, SW1P 3JR

TENDER FOR THE: Evaluation of the effectiveness of Natural England's planning advice
Tender Ref: ITT_9208

-
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 29/10/2021 for the period specified in the ITT.
 - Tender Particulars (Section 1)
 - Specification of Requirements (Section 3)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
 2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
 3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and

- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

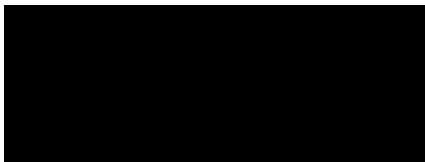
4. We confirm that:

- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- b. if there are, or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.

5. We undertake and it shall be a condition of the Contract that:

- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
- b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
- c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.

6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.



Signed

Date 01/09/2021

In the capacity of Director

Authorised to sign

Tender for and on

behalf of Collingwood Environmental Planning Ltd

Postal Address Eunomia Research & Consulting, 37 Queen Square,
Bristol

Post Code BS1 4QS

Telephone No. [REDACTED]

Email Address [REDACTED]
