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Invitation to Apply

(Grants – March 2021)

Grant for: Nature for Climate Peatland Grant Scheme: Restoration Grant Round 2

Grant Reference: Project 35405, ITA 10054

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### SECTION 1: ITA PARTICULARS AND CONDITIONS OF APPLICATION

#### Glossary

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

|  |  |
| --- | --- |
| **TERM** | **MEANING** |
| **“Agreement”** | means the agreement (set out in Annex B) to be entered into by the Authority and the Applicant if its Application is successful |
| **“Applicant(s)”** | means the organisation(s) being invited to respond to this ITA |
| **“Application”** | means an Applicant’s formal proposal in response to this ITA |
| **“Authority”** | means Natural England acting as part of the Crown |
| **“Bravo”** | means the e-Tendering system used by the Authority for conducting this Application Process, which can be found at http://defra.bravosolution.co.uk |
| **“Conditions of Application”** | means the terms and conditions set out in this ITA relating to the submission of an Application |
| **“Conflict of Interest”** | means an actual or potential conflict of interest on the part of the Applicant in connection with the ITA or the Agreement |
| **“EIR”** | means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to those Regulations |
| **“FOIA”** | means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to that legislation |
| **‘’ha’’** | means hectares |
| **“ITA”** | means this invitation to apply and all related documents published by the Authority and made available to Applicant(s) |
| **“Match Funding”** | means any non-exchequer sourced funding |
| **“NCPGS”** | means Nature for Climate Peatland Grant Scheme |
| **“NE”** | means Natural England |
| **“Non-exchequer Finance”** | means any funding that does not originate from Her Majesty’s Treasury |
| **“Project”** | means the project for which grants are being made available |
| **‘’Recipient’’** | means any successful Applicant who has duly entered into an agreement to deliver the project proposed in its Application following the award of a Grant in accordance with the grant application process |

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITA.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

#### General

1. The Authority is looking to award grants for Nature for Climate Peatland Grant Scheme: Restoration Grant Round 2. This scheme aims to support the restoration of 35,000 ha of degraded peatland, thereby reducing carbon emissions and contributing to wider environmental and social benefits including enhanced biodiversity, improved water quality, natural flood management and providing opportunities for people to connect with nature.

2. The Authority is using Bravo for this grant Application Process. The ITA is only available in electronic form, accessed via your web browser <http://defra.bravosolution.co.uk>. Bravo uses terminology for Invitations to Tender (‘ITTs’) to refer to both ITTs and ITAs; however, ITA documentation available on Bravo will clearly indicate where there is a grant Application Process.

3. Applicants are required to complete the Qualification (eligibility) Questionnaire, Technical Questionnaire and Commercial Questionnaire in accordance with the instructions set out in Bravo.

4. It is important that Applicants provide all the information asked for in the ITA in the order and format specified. This enables the Authority to consider applications fairly and equally.

5. Applicants should read the ITA and Annex C Guide for Applicants- Restoration Grant 2022 carefully before submitting an Application. The ITA specifically sets out:

* the Timetable and process for the Application;
* sufficient information to allow Applicants to submit a compliant Application;
* information regarding the evaluation criteria which will be used to assess the Applications; and
* the administrative arrangements for the receipt of Applications.
* Annex C sets out who is eligible to apply and provides additional guidance on eligible and ineligible costs, match funding requirements and full details of the evaluation criteria for this scheme.

6. Applicants are responsible for ensuring that they understand the requirements for this Application Process. If any information is unclear or if an Applicant considers that insufficient information has been provided, it should raise a query via the clarification process described below.

7. Applicants are responsible for ensuring that they have submitted a complete and accurate Application and that costs quoted are arithmetically correct.

8. By applying, Applicants accept the terms and conditions in the ITA. Failure to comply with the instructions set out in the ITA or the provision or false, inaccurate or misleading information, may result in the Applicant’s exclusion from this Application Process.

9. If there is any conflict between the information set out in the ITA and the information displayed in Bravo, the information set out in the ITA shall take precedence over the information displayed in Bravo.

#### Proposed Timetable

10. Timetable below is subject to change by the Authority. Applicants will be informed accordingly.

|  |  |  |
| --- | --- | --- |
| Issue Invitation to Apply (ITA) |  | *6th April 2022* |
| Deadline for clarification questions from Applicants | Date | *9th May 2022* |
| Time | *17:00* |
| Deadline for submission of Applications | Date | *3rd June 2022* |
| Time | *17:00* |
| Applicant Due Diligence Prior to Evaluation |  | *6th June 2022* |
| Evaluation of Applications | *Start* | *6th June 2022* |
| *End* | *8th July 2022* |
| Post Evaluation Enhanced Applicant Due Diligence |  | *11th July 2022* |
| Funding award notification |  | *1st August 2022* |
| Funding start date |  | *8th August 2022* |
| Submission of Draft Report |  | *31st March 2025* |
| Funding end date |  | *31st March 2025* |
| Submission of final reporting including grant usage certificate |  | *30th Sept 2025* |

#### Completion of Application

11. By applying, Applicants agree to be bound by the terms of the ITA if the Authority accepts the Application via Bravo.

12. The Authority may amend or withdraw all or any part of this ITA at any time. All applicants will be notified of any such amendment or withdrawal. In order to give Applicants reasonable time in which to take into account an amendment in preparing their Applications, the Authority, at its discretion, may extend the deadline for the submission of Applications and/or any other stages of the Application Process.

13. During the period of this competition all communications from Applicants (including their consortium members, consultants and advisers) must be undertaken using Bravo unless stated otherwise by the Authority. The Authority will not respond to communications made by other means. Applicants should not rely on communications from the Authority other than through Bravo.

#### Submission of Applications

14. Applicants must complete all parts of the Application form in Bravo in accordance with the instructions therein.

15. As part on an Application, in accordance with the instructions in Bravo, the Applicant must read and confirm acceptance of the Form of Application as required in the qualification envelope in the online application.

16. The Application and any documents accompanying it must be in English and submitted in accordance with the ITA.

17. Costs must be submitted in £ Sterling, inclusive of irrecoverable VAT. Details of eligible and ineligible costs are included within Annex C: NCPGS Guide for Applicants: Restoration Grant 2022.

18. Only Applications verified as complete and compliant, in accordance with the Conditions of Application, will be evaluated.

19. Applicants must be explicit and comprehensive in their Application as this will be the single source of information used to score and rank Applications. The Authority will only take account of information specifically asked for in the ITA.

20. Where a length of response is stipulated, for example, a word count or page limit, only the information within the set limit will be evaluated.

21. Failure to provide the information required or supply documentation referred to in the Application within the deadline for Applications may result in rejection of the Application.

22. Applicants should only refer to general marketing or promotional information/material if specifically required by the question. General marketing or promotional information/material not deemed specifically relevant to the question may not be accepted.

23. Applicants should answer each question as a stand-alone response. Applicants should not cross-refer to answers given elsewhere in an Application as the same person will not evaluate every response. This may mean repeating information if required.

#### Clarifications sought by Applicants

24. Any request for clarification regarding the ITA should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

25. The Authority will respond to all clarifications as quickly as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Applicants on Bravo other than in exceptional circumstances.

26. If an Applicant believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority’s response as set out above would reveal confidential information, disclosure of which would be detrimental to the Applicant, the Applicant should clearly state this when submitting the clarification request. However, if the Authority considers that:

* the clarification is not commercially sensitive or confidential; or
* all Applicants may benefit from its disclosure

The Authority will inform the Applicant via Bravo, and the Applicant will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the notification, the clarification request and Authority’s response will be published to all Applicants.

27. The Authority may not respond to a request for clarification or publish such a request where the Authority considers that the response may prejudice the Authority’s commercial interests or be contrary to public interest. In such circumstances, the Authority will inform the Applicant of its view.

#### Changes to Applications

28. Applicants may modify their Applications prior to the deadline for Applications. No Applications may be modified after the deadline for Applications.

29. Applicants may withdraw their Applications at any time by submitting a notice via Bravo. Unless withdrawn, Applications shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Applications.

#### Receipt of Applications

30. Applications must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Applications. Applications received before that deadline will remain unopened until that deadline or such time thereafter when all Applications are opened together. The Authority will not consider Applications received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances, the Authority will notify all Applicants of any change.

31. If an Applicant is experiencing problems when uploading its Application, it should contact the Bravo helpdesk for assistance and inform the Authority.

#### Acceptance of Applications

32. By issuing this ITA, communicating with an Applicant or an Applicant’s representative or agents or any other communication in respect of this competition, the Authority shall not be bound to accept any Application or award any of the funding for which Applications are invited. The Authority reserves the right to withdraw or terminate the competition at any time.

#### Costs of Application

33. Applicants shall bear their own costs and expenses incurred in the preparation and submission of their Applications. The Authority will not be responsible or liable for those costs regardless of the outcome in relation to individual Applications, even if the Authority amends or terminates the competition.

#### Clarifications sought by the Authority

34. The Authority reserves the right (but is not obliged) to seek clarification of any aspect of an Application and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond in a timely manner and/or to provide an adequate response to such a request may result in rejection of the Application.

#### Confidentiality of the ITA and related documents

35. The contents of this ITA and of any other documents or information published or provided by the Authority in respect of this competition are provided on condition that they remain the property of the Authority and are kept confidential (save in so far as they are already in the public domain). The Applicant shall take all necessary precautions to ensure that they remain confidential and not disclosed, save as described below.

36. Applicants may disclose information relating to the grant Application Process to their advisers and sub-contractors in the following circumstances:

* + disclosure is for the purpose of enabling an Application to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Applicant;
  + the Authority gives prior consent to the disclosure;
  + the disclosure is made for the purpose of obtaining legal advice in relation to the competition; or
  + the Applicant is legally required to disclose the information.

37. No Applicant will undertake any publicity activities with any part of the media in relation to this ITA without the prior agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Application, its contents or any proposals relating to it without the prior written consent of the Authority.

38. 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.

39. For these purposes, the Authority may disclose within government any of the Applicant’s documents and information (including any that the Applicant considers confidential and/or commercially sensitive) provided in its Application. The information will not be disclosed outside government during the Application Process. Applicants consent to these terms as part of the Application Process.

**Freedom of Information and Environmental Information Regulations**

40. In accordance with the obligations and duties placed upon public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to it by an Applicant.

41. If an Applicant considers any information which it supplies to be commercially sensitive or of a confidential nature, the Applicant should:

1. clearly identify such information as commercially sensitive;
2. explain the potential implications of disclosure of such information; and
3. provide an estimate of the period of time during which the Applicant believes that such information will remain commercially sensitive.

42. The Authority will endeavour to maintain confidentiality of information identified by an Applicant as being confidential in nature and/or commercially sensitive. Pursuant to a request for this information under FOIA and/or EIR, the Authority where practicable, will consult with an Applicant before disclosure.

43. However, even where information is identified by an Applicant as being confidential or commercially sensitive, Applicants acknowledge that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.

44. If an Applicant receives a request for information relating to this competition under the FOIA or the EIR during the competition, this should be passed immediately on to the Authority and the Applicant should not attempt to answer the request without first consulting the Authority.

#### Disclaimers

45. Whilst the information in this ITA and any supporting information referred to herein or provided to the Applicants by the Authority have been prepared in good faith, the Authority does not warrant (expressly or impliedly) or represent that this information is comprehensive reasonable nor accurate, or that it has been independently verified.

46. Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:

1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITA or of any other written or oral communication transmitted (or otherwise made available) to any Applicant;
2. accepts any liability for the information contained in the ITA or any other written or oral communication (including any communications via Bravo) transmitted (or otherwise made available) to any Applicant, or for the fairness, accuracy or completeness of that information; or
3. shall be liable 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 party considering entering into an Agreement with the Authority following receipt of the ITA should make its own investigations and independent assessment of the Authority and its requirements and should seek its own professional financial and legal advice.

47. Neither the issue of the ITA nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a grant funding agreement. Nothing in the ITA or in any other communication made between the Authority and any other party, should be interpreted as constituting an agreement or representation between the Authority and any other party (save for a formal award of grant funding) or as constituting an agreement or representation that grant funding shall be offered.

#### Canvassing

48. Any Applicant which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Agreement or this Application Process or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Applicant, Application or proposed Application will be excluded from this competition and its Application rejected.

49. The Applicant shall not contact any other employee, agent or consultant of the Authority who is in any way connected with the Project during this Application Process, unless instructed otherwise by the Authority.

#### Conflicts of Interest

50. The concept of a Conflict of Interest includes any situation where relevant staff members of the Authority, involved in this grant Application Process have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the grant Application Process and/or affect the integrity of the grant offer.

51. Where the Applicant is aware of any circumstances giving rise to a Conflict of Interest or has any indication that a Conflict of Interest exists or may arise it should inform the Authority of this as soon as possible (whether before or after submission of an Application). Applicants should remain alert to the possibility of conflicts of interest arising at all stages of the grant Application Process and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to manage properly any conflicts of interest may result in rejection of an Application.

#### Changes to an Applicant’s circumstances

52. The Authority may:

* + - reject an Application where there is a change of identity, control, financial standing or other factor which may affect the Authority’s evaluation of the Application; or
    - revisit information contained in an Application at any time to take account of subsequent changes to an Applicant’s circumstances; or
    - at any point during the Application Process, require an Applicant to certify there has been no material change to information submitted in its Application and in the absence of such certificate, reject the Application.

#### Joint Applications, Collaboration and Subcontracting

53. Where a consortia Application is proposed, Applicants are required to complete the relevant questions in the Qualification Questionnaire.

54. Relevant information should be provided in the Application in respect of each organisation that will play a significant role in the delivery of the Project.

55. Where an organisation in a joint Application changes at any time during the competition, the Applicants should inform the Authority immediately via Bravo. In such circumstances, the Authority reserves the right to take such action, including excluding the organisation from participation in the competition, where the change in membership is material to the Authority’s evaluation of the Application.

56. The Applicant shall ensure that its sub-contractors and advisers abide by the terms of the ITA.

#### Costs

57. As stated above, costs and any financial data provided must be submitted in £ Sterling, inclusive of irrecoverable VAT. Where official documents include financial data in a foreign currency, a Sterling equivalent must be provided.

58. Where applicable, the Commercial Questionnaire in Bravo sets out the minimum cost information required for the Application. The Authority may request a more detailed breakdown of any cost information provided as part of an Application.

59. It is the Applicant’s responsibility to ensure their Application accurately reflects their VAT liabilities. If the application is successful and it subsequently transpires there has been an error in the Application, the Authority shall be under no obligation to increase Grant Funding to meet any VAT liability of the Applicant.

#### Notification of Award

60. The Authority will notify successful and unsuccessful Applicants via Bravo of the results of their Application.

#### Additional Information

#### Applications

1. Each Applicant may submit only one application per project for restoration grant funding in each opportunity. There is a remaining opportunity to submit applications during the term of the grant scheme and any unsuccessful applicants can re-apply in this subsequent round. For clarity, grant recipients may submit more than 1 application per round, but only 1 per project.
2. Applications are for England only. Applications which include any sites which cross the Welsh or Scottish border may be eligible for funding where it is demonstrated that the project will lead to a significant benefit to the English proportion of the site.
3. Applicants can work in partnership with other organisations (e.g. community organisations or private companies) to implement the project being proposed, but applications must be submitted by the lead applicant.

#### Disqualification Criteria

1. As part of the evaluation process all applications will be subject to passing the essential eligibility criteria for this project. These will disqualify any application that does not pass the mandatory self-declaration. These questions must be answered within the Pre-Qualification envelope via the Bravo e-tendering portal.
2. Further checks will be carried out on applicants who do pass the essential eligibility criteria and should adverse information be found, may at this point be disqualified before evaluation begins.
3. Checks will also take place to ensure double funding is not taking place with other grant funded schemes.
4. The minimum threshold scores set are outlined in ‘Section 2 Evaluation Model’. Should a submission score less than the minimums set for any technical evaluation question, the Applicant will be unable to proceed and will be disqualified from the process. However, they will be able to apply in a further round.

#### Monitoring and Reporting

1. Recipients may be required to attend meetings (such as a mid-point checkpoint) in NE or other offices or by conference call, to demonstrate project progress. Where outputs are visible, Natural England may wish to arrange site visit(s) to see progress during the project lifetime or after the project has completed.
2. Each Recipient will be required to submit Quarterly Progress Reports and an end of year report. Applicants should refer to Annex 3 of the handbook (Guidance to Applicants) for a checklist of requirements to be submitted.
3. The Recipient will provide a final evaluation report to NE within 6 months of the agreed project completion date. Failure to submit a final evaluation report may result in NE requiring repayment of Grant funding by the Recipient.
4. The type of evaluation will vary depending on the objectives set within individual projects, the outputs created, and the outcomes envisaged. As a minimum, the final report should set out

* The project summary and aims;
* Work undertaken and an assessment of how work may have differed from the initial proposal;
* An assessment on whether the project was effective and achieved its objectives and milestones
* An assessment of how the outcomes of the project will be delivered or maintained longer term
* Sharing of best practice or lessons learned.

1. Should the Recipient wish to change elements of the project that are detailed in the grant award letter, this is to be undertaken in consultation with NE. NE however reserves the right to recover some or all of the grant if the nature of the change proposed does not meet the objectives detailed in this ITA.

#### Funding

1. The Grant is awarded as capital grants funding.
2. It will be a condition of payment of any funding made under any Agreement that the Grant will not be spent on:

* Land purchase;
* Buying out of tenancy agreements;
* Activities related to the discharge of contractual or legal obligations.

1. NE may seek to recover some or all of the grant funding, if:

* the Recipient is performing unsatisfactorily
* the Recipient requests a change to the project that NE considers does not meet the objectives specified; or
* the project ceases activity.

For example, failure to provide a progress report would constitute unsatisfactory performance for these purposes. NE may not require all or part of the Grant to be repaid where the reasons for unsatisfactory performance or early cessation of work is beyond the control of the Applicant and reasonably unforeseen by the Recipient.

1. The total Treasury contribution for the proposal cannot exceed 75% of the total eligible costs. This can include other sources of Treasury funds, such as funding from the Environment Agency. The funded activities must be eligible under NCPGS to count as part of the NCPGS application. The other funding commitment needs to be recent enough that it is not considered a prior commitment.

#### Match Funding

1. Match funding can be any non-exchequer sourced funding. This can include staff/volunteer time that is dedicated to the Nature for Climate Peatland Grant Scheme (“NCPGS”) funded work. Any additional funding element needs to be directly matched to the work for which NCPGS funding is sought and be secured for use during the lifetime of the NCPGS project. Further detail on match funding can be found in the guidance contained within Section 3- Project Requirements; Annex C: ‘Nature for Climate Peatland Grant Scheme: Guide for Applicants- Restoration Grant 2022’.

### SECTION 2: EVALUATION MODEL

#### Application Evaluation

78. Evaluation of Applications will comprise of the stages set out in the table below.

The relevant question in Bravo provides more information on the evaluation criteria for specific sections.

| **Stage of evaluation process** | **Section Reference** | **Evaluation Criteria** | **Question Weighting (%)** |
| --- | --- | --- | --- |
|  |  |  |  |
|  | **Qualification Envelope** |  |  |
| Stage 1 | **Part 1:**  **Lead Applicant Information and Application Model** (Qualification Envelope Questionnaire) | All information requested must be provided.  Not scored but failure to provide all information will result in a ‘fail’ and elimination from the Application Process. | Not scored |
| Stage 2 | **Part 2: - Grounds for Exclusion**  (Qualification Envelope Questionnaire) | All sections must be completed.  Failure on mandatory eligibility criteria will result in elimination from this Application Process. | Pass/Fail. |
| Stage 3 | **Part 3: Economic and Financial Standing** (Qualification Envelope Questionnaire) | Financial information is assessed to determine the economic and financial standing of the organisation.  A ‘fail’ will result in elimination from this Application Process. | Pass/Fail |
| Stage 4 | **Part 3:– General Declarations** (Qualification Envelope Questionnaire) | Failure on mandatory criteria will result in elimination from this Application Process. | Pass/Fail |
| Stage 5 | **Part 3: Conflict of Interest**  (Qualification Envelope Questionnaire) | The identification of an actual/ potential conflict of interest will be assessed to determine whether it will result in elimination from this Application Process. | Pass/Fail |
| Stage 6 | **Part 3: Modern Slavery Act 2015**  (Qualification Envelope Questionnaire) | Any potential issue identified in this stage will be assessed to determine whether it will result in elimination from this Application Process. | Pass/Fail |
| Stage 7 | **Part 3: Insurance**  (Qualification Envelope Questionnaire) | Any potential issue identified in this stage will be assessed to determine whether it will result in elimination from this Application Process. | Pass/Fail |
| Stage 8 | **Part 3: Mandatory Requirements**  (Qualification Envelope Questionnaire) | Failure on mandatory criteria will result in elimination from this Application Process. | Pass/Fail |
| Stage 9 | **Form of Application** highlighting any commercially sensitive information.  (Qualification Envelope Question) | Not scored but failure to accept the Form of Application will result in a ‘fail’ and elimination from the Application Process. | Not Scored |
| Stage 10 | **Part 3: Declarations**  (Qualification Envelope Questionnaire) | Not scored but failure to confirm declaration statements will result in a ‘fail’ and elimination from the Application Process | Not Scored |
|  | **Technical Envelope** |  |  |
| Stage 11 | **Technical & Professional Ability** (Technical Envelope Questionnaire) | This section will be evaluated in accordance with criteria at Section 3, Annex C of this ITA.  E01 is a pass or fail only.  E02 requires a minimum score of 50.  E03 requires a minimum score of 20.  E04 requires a minimum score of 50.  E05 is a pass or fail only.  E06 requires a minimum score of 20.  Any response scoring below the minimum scores set will not be considered for funding. | E01- **What will you achieve?** Weighting = **0%**  **Pass/Fail**  E02- **How will you achieve this?**  Weighting = **45%**  E03- **Legacy of investment**  Weighting =  **5%**  E04- **Experience and ability to deliver**  Weighting= **25%**  E05- **Environmental Benefits- Carbon**  Weighting= **0%**  **Pass/Fail**  E06- **Environmental Benefits- Non Carbon**  Weighting= **25%** |
|  | **Commercial Envelope** |  |  |
| Stage 12 | **Commercial Questionnaire** | Costs will be evaluated in accordance with criteria at **Section 3, Annex C** of this ITA.  F01: maximum score will be awarded to the applicant who submits the lowest cost £/ £CO2 secured by 2050  The remaining applicants will receive scores on a pro rata basis.  F02 allows for a 5% uplift on the commercial score provided criteria is met (carbon finance). | F01- **Cost effectiveness (Value for money)**  Weighting = **83%**  F02- **Carbon finance**  Weighting= **17%** |
| Stage 13 | Final score | Applicants who pass stages 1-10 will be taken through to stages 11 to 12 for evaluation.  The final score is calculated as follows:  70% is made up from Stage 11  30% is made up from Stage 12 | |
| Stage 14 | Grant board | All Applications awarded a compliant score for each in stages 11 and 12 after the moderation meeting will be referred to a Grant Board to identify a portfolio of successful projects that maximises the delivery of the grant outcome within the affordability constraints. The Grant Board will confirm intention to award to those Applicants based on ranking at Stage 13 until the total Grant budget has been allocated. However, the Board reserves the right to offer less than 100% of the funding requested to ensure a sufficient range of projects are selected, for example, funding 2 out of 3 proposed sites. | |

79. Applications will be evaluated for both technical and commercial merit (including costs) using the evaluation criteria set out in Bravo.

80. Each question will be scored separately, and no reference will be made between the questions.

81. To ensure the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:

* the technical merit score will be weighted and will form **70%** of the final score;
* the score awarded for cost will form **30%** of the final score.

82. Each scoring question is given a weighting to indicate the relative importance of that issue in the overall evaluation. Weightings are provided with the evaluation criteria in Bravo for each question in the Technical Questionnaire.

83. A panel appointed by the Authority will undertake Evaluation of Applications. Each panel member will first undertake an independent evaluation of the Applications applying the relevant evaluation criteria for each question. The evaluation panel will then hold a moderation meeting to reach a consensus of the marking of each question.

84. The scoring matrix to be used is as follows:

|  |  |
| --- | --- |
| **Score** | **Comment** |
| 100 | **Excellent** - Response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses resulting in a high level of confidence. |
| 70 | **Good** - Response that meets the requirements with good supporting evidence. Demonstrates good understanding. |
| 50 | **Acceptable** - Response is relevant and acceptable. Meets the requirements – the response generally meets the requirements but lacks sufficient detail to warrant a higher mark. |
| 20 | **Poor** - Response provides the minimum level of detail to meet the requirements for the first year for which funding is requested and will require further clarity/detail ahead of any further years funding. |
| 0 | **Unacceptable** - Nil or inadequate response. Failed to provide confidence that the proposal will meet the requirements. An unacceptable response with serious reservations. |

#### Evaluation of Commercial Envelope

85. The maximum marks available for this part of the Evaluation will account for 30% of the total evaluation score and will be awarded to the lowest unit cost submitted by the Applicant. The remaining Applicants will receive marks on a pro rata basis from the lowest to the highest cost.

#### Response Guidance

86. Applicants must answer all questions. Guidance and templates for responses are detailed under Section 3- Project Requirements, Annex C-L within this ITA.

### SECTION 3: PROJECT REQUIREMENTS – Nature for Climate Peatland Grant Scheme: Restoration Grant

The Authority’s requirements and details of what you can apply for are provided within **Annex C:** NCPGS:Guide for Applicants- Restoration Grant 2022.

The templates to use to submit your responses to the questions set are provided as **Annex D-L.**

|  |  |
| --- | --- |
| **Annex** | **Document Title** |
| **D** | Template Landowner Declaration Form |
| **E** | Template Commercial |
| **F** | Template E01 |
| **G** | Template E02 |
| **H** | Template E02 Site Specific |
| **I** | Template E03 |
| **J** | Template E04 |
| **K** | Template E05 GHG Calculator |
| **L** | Template E06 |

The details of those constituting the Evaluation Panel are as follows. Applicants will be notified should there be any changes to that which is set out below.

|  |  |
| --- | --- |
| **Technical Evaluators** |  |
| **Megan Ellershaw** | NCPGS Principal scheme designer |
| **Deborah Land** | NCPGS Lowland peat Senior Adviser |
| **Emma Craig** | NCPGS Monitoring and reporting Senior Adviser |
| **Roy McGhie** | NCPGS Grants Coordinator |
| **Alison Peters** | NCPGS Partnership Senior Adviser |
| **Sarah Parrott** | NCPGS Engagement Lead Adviser |
| **Chris Fry** | NCPGS Protected Sites Senior Adviser |
| **Philip Sheldrake** | NCPGS Discovery Grants Senior Adviser |
| **Kat Hopwood-Lewis** | NCPGS Historic Environment Senior Adviser |
| **Commercial Evaluators** |  |
| **Stephen Clarke** | NCPGS Project Manager |
| **Cat Powell** | NCPGS Grants Officer |

### ANNEX A: Form of Application

#### Form Of Application

Grant Funding ForNature for Climate Peatland Grant Scheme: Restoration Grant

Grant Ref: 35405

1. We have examined the invitation to apply for grant funding and its appendices set out below (the **ITA**) and hereby offer to start the approved project in accordance with the attached documents commencing [Insert commencement date] for the period specified in the ITA.

* Invitation to Apply (ITA) Particulars and Conditions of Application (Section 1)
* Specification of Requirements (Section 3, Annex C)
* Form of Application (Annex A)
* Authority’s Grant Funding Agreement terms (example only, under review) (Annex B)
* Templates provided for responses (Annex C-L)

1. If this Application is accepted, we will execute the Agreement and any other documents required by the Authority within 10 days of being asked to do so.
2. We agree that:
   1. before executing the Agreement substantially in the form set out in the ITA, the formal acceptance of this Application by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding agreement between the Authority and us;
   2. pursuant to the Electronic Communications Act 2000, the Agreement will be executed electronically using the Authority's electronic tendering and contract management system;
   3. we are legally bound to comply with the confidentiality provisions set out in the ITA;
   4. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this application process shall not form part of this Application without the prior written consent of the Authority;
   5. this Application shall remain valid for 120 days from the deadline for Applications;
   6. the Authority may disclose our information and documents (submitted to the Authority during the competition) more widely within Government for the purpose of ensuring effective cross-Government grant processes, including value for money and related purposes;
   7. We will abide by the Code of Conduct for Recipients of Government General Grants [Code of Conduct for Recipients of Government General Grants](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/771152/2019-01-15_Code_of_Conduct_for_Grant_Recipients_v._1.01.pdf#:~:text=The%20publication%20of%20a%20Code%20of%20Conduct%20for,behaviour%2C%20into%20line%20with%20those%20placed%20on%20suppliers.)
   8. we will be bound by our costs proposal for the delivery of the project as incorporated in our Application in the Commercial Questionnaire on Bravo. We understand that in the case of costs increasing, no additional funding will be available from the Authority;
   9. the Agreement is inclusive of any element of Value Added Tax and is for the for the full grant funding period;
   10. the costs proposed are made up as per the costs schedules for individual sections of the goods and/or services as applicable;
   11. where the project costs increase because an error has been made as to the amount of VAT payable and not recoverable by the Applicant, the Authority shall be under no obligation to increase the grant funding awarded to meet any VAT liability; and
   12. the Applicant will invoice the Authority against the agreed activity schedule for work done and the Authority will pay in accordance with the Agreement.

#### General

1. We confirm that:
   1. the details provided of match funding (if relevant) secured to assist with furthering the project outcomes are true and correct;
   2. 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 connection with the ITA or the Agreement; or
   3. 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.
2. We undertake and it shall be a condition of the Agreement that:
   1. the amount of our Application has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our Application has not been communicated to any person until after the closing date for the submission of Applications and in any event not without the consent of the Authority, except where the disclosure, in confidence, of the approximate amount of the Application was necessary to obtain insurance premium quotations required for the preparation of the Application;
   2. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority in connection with the project and that no person employed by us has done or will do any such act; and
   3. we have not made arrangements with any other party about whether or not they may submit an Application except for the purposes of forming a joint venture.

### ANNEX B: Grant Funding Agreement Terms

The Authority’s Grant Funding Agreement terms that are applicable to this Invitation to Apply and any subsequent agreement are provided as an annex: **Annex B: Grant Funding Agreement Terms** **Example Only\_Under Review**