

Invitation to tender for Landscape Advice Services for the Broads Authority

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1. Introduction

The Broads Authority has the important job of looking after the Broads and the interests of people who live, work and visit there. We are the local planning authority and a harbour and navigation authority.

Broads Authority ('the Authority') is seeking a suitably qualified and experienced contractor to supply landscape advice.

The contract will be for a 3-year term. It is expected that the contract under which these services will be delivered will commence on 1 July 2023.

2. General requirements

Tenderers must comply with these instructions. They are designed to ensure that all tenders are treated equally and fairly and to comply with all legal requirements for public sector procurement. Failure to comply with these instructions and conditions may invalidate your tender.

The Tender documents are and shall be the property of the Authority and will not be copied or reproduced in whole or in part, save as is necessary to enable you to complete the Tender and must be returned to the Authority when requested to do so.

3. Insurance requirements

The Authority expects the successful tenderer to hold adequate insurance. For this contract it is expected that this will include:

Insurance Type	Minimum level of indemnity
Public Liability	£5,000,000
Employee Liability	£5,000,000
Professional indemnity	£5,000,000

Where a tenderer does not currently hold the requested level of insurance the cost of this can be added to your tender. If the contract is awarded on this basis confirmation will be required that it has been put in place for the duration of the contract.

4. Procurement process and tender procedures

4.1. Tenderers' responsibilities

All tenderers are required to read these instructions before submitting a tender as referred to below. The Authority will assume that Tenderers are fully aware of the contents of these instructions and that unless queries are raised by Tenderers they are fully satisfied and have no queries upon them. The Authority will not entertain any claims for compensation arising from the neglect or failure of any Tenderer to comply.

Information supplied to Tenderers by the Authority is supplied for general guidance only. Tenderers must satisfy themselves by their own investigations about the accuracy of such information and no responsibility is accepted by the Authority for any inaccurate information obtained or for any loss or damage of whatever kind and howsoever caused arising from the use of such information.

It is the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their tender. All works of investigation and preparation of tenders shall be carried out at the Tenderers' cost.

The Invitation to Tender and any other information issued by the Authority relating to the services shall be treated by you as confidential and shall not be disclosed in whole or in part to any third party without the prior consent of the Authority other than for obtaining sureties, guarantees or quotations.

4.2. Basis of the Tender

All prices quoted in the tender and any supporting documents must be in pounds sterling and must be exclusive of VAT.

Tenderers are required to keep tenders and prices valid for acceptance for a period of 60 days from the closing date for receipt of tenders. A Tender with a shorter validity period may be rejected.

The Tenderer shall bear all costs expenses and liabilities incurred in connection with the preparation and submission of the Tender.

4.3. Arithmetic accuracy of the Tender

If the Authority suspects that there has been an error in the pricing of the Tender it reserves the right to seek such clarification as it considers necessary from the Tenderer only.

It is the responsibility of the supplier to check that all unit rates and other information entered in the cost templates are accurate. If any errors in the unit rates or in the totals are detected the tenderer will be afforded the opportunity to either:

- to confirm in writing and accept the error if it is in the Authority's favour; or
- to correct the error(s) and to revise the tender downwards. Any revisions must be confirmed in writing; or
- to withdraw the tender. This must be confirmed in writing.

Any item for which no unit rate is entered in the appropriate column will be treated as if it is free of charge.

4.4. The Tender

The Tender shall be submitted in accordance with these Instructions to Tenderers. The Authority may reject any tender not complying in any particular matter and its decision in that regard shall be final.

All relevant forms for completion in Appendix A shall be signed and submitted with all other documents comprising the Tenderers Tender.

The Authority reserves the right to amend any information or the Specification contained within the invitation to tender at any point prior to the award of contract. Such amendments will be notified to the contractor within a period of 5 days.

The Authority reserves the right not to award a contract subsequent to this tender and may accept or reject the whole or any part of a tender. The Authority does not bind itself to accept any tender and will not accept responsibility for any expense or loss which may be incurred by any potential supplier in the preparation of the tender.

The Authority reserves the right to make all or any bids received available for inspection by the Office of Fair Trading or any other regulatory body.

Any Tenderer who:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than the Authority or, as applicable, relevant other commercial body, the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- offers or agrees to pay or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,
- may (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified from this procurement exercise.

4.5. Contact details

Any questions regarding these documents and the specific requirements of the Authority must be made in writing by emailing queries to cally.smith@broads-authority.gov.uk

4.6. Tender submission

All tenders must be returned to the Broads Authority as per the instructions below and arrive not later than 4pm on 10 May 2023. Tenderers should note that the questions and responses raised during the clarification period will be anonymised and shared with other Tenderers on the Authority's website.

Contact by any person acting in the name of the prospective contractor with any employee of the Authority other than those mentioned in this ITT will be grounds for the Authority to terminate the tender process for that supplier.

Tenders must be returned to: tenders@broads-authority.gov.uk

Email subject must read **"Tender for Landscape Advice Services"**

Do not copy in the person named in section 4.5 as this will invalidate your tender.

Please note that this mailbox is not monitored and will only be reviewed after the closing date. Suppliers will receive an automatic notification to confirm receipt.

No extensions to the closing date for Tenders can be granted. However, the Authority may at its discretion extend the closing date and time specified.

The Authority will not accept any responsibility if any tender is unable to be submitted by the deadline unless it can be evidenced that there is a problem with the Authority's IT system.

Qualified tenders or tenders bearing any unauthorised alteration or addition to the form of tender or any other tender documents may be rejected by the Authority.

4.7. Tender timetable

The following dates are applicable to this tender:

Activity	Estimated Dates
Publication of Invitation to Tender	Tuesday 11 April 2023
Clarification period starts	Tuesday 18 April 2023
Clarification period closes	Tuesday 25 April 2023
Deadline for the Authority to publicise responses to Tender Clarification questions	Wednesday 5 May 2023
Deadline for submission of Tender	Wednesday 10 May 2023
Notification of successful/unsuccessful tenders	Friday 12 May 2023
Start of standstill period	Monday 15 May 2023
Contract Commencement	1 July 2023

This timetable is indicative only. The Authority may amend at its discretion.

4.8. Services Required

Please see the attached document Specification for Landscape Advice Services.

4.9. Evaluation of Tenders

Tenders will be evaluated using a method known as MEAT (most economically advantageous tender). A panel of the Authority' Officers will undertake the evaluation process. The Authority will consider both quality and price in the evaluation of tenders. These reflect the relative importance and are scored as follows:

Criteria	Maximum Score Available
Price (excluding VAT)	50
Experience and technical expertise	20
Experience of providing landscape advice for a LPA	20
Trade references	05
Local knowledge	05
Total	100%

The full evaluation methodology breakdown and the factors to be considered in judging the award criteria are set out below.

Price - The calculation that will be used is as follows:

Score = Lowest Tender Price/Tender Price x 50 (maximum mark available)

Experience and technical expertise – will be assessed on the following: CV of anyone involved in delivering the contract; relevant professional qualifications; membership of professional organisations.

Experience of providing advice for a LPA – Evidence should be provided of previous work for Local Planning Authorities.

Trade references – at least three trade references are required.

Local knowledge – Knowledge of the Broads' area should be demonstrated.

The Potential Provider that achieves the highest total score will be awarded the Contract.

If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the Price element will be deemed the winner and awarded the Contract.

If the Authority receives only one Tender, the Potential Provider will be awarded the Contract provided that they meet the Minimum Total Score of 70.

No tender will be considered unless the potential supplier has submitted a full proposal including the completed forms in Appendix 1 within this tender document.

The Authority will advise each Tenderer whether its tender has been successful or not. Once the standstill period has passed the successful tender will be recorded on Contracts Finder.

4.10. Freedom of Information Act

The Authority is bound by the provisions of the Freedom of Information Act ("FOI") 2000. All information submitted to the Authority may therefore need to be disclosed and / or published by the Authority in compliance with the Act. Any other law, or, as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Information Commissioner).

If you consider that any of the information included in your Tender should not be disclosed by the Authority please identify it and explain (in broad terms) why. Please also indicate how long you think the information should be covered by a non-disclosure provision. Please include this information in the "Freedom of Information" Schedule included in these ITT Documents and return with your Tender.

Information of FOI may be exempt from disclosure if it is:

- A trade secret
- Information which is likely to prejudice someone's commercial interests if disclosed (this could be your interests or the Authority's)
- Personal data where disclosure cannot be justified in terms of the Data Protection Act 1998
- Subject to an enforceable obligation of confidentiality. (This means that the information should be recognisable as confidential in nature and must not be in the public domain already; it must have been received in circumstances which impose an obligation to maintain confidentiality on the person receiving it; and any unauthorised disclosure would cause you harm.)

You should therefore seek to ensure that those parts of the Tender which you would prefer not to be disclosed fall within these broad categories. The Authority is more likely to resist disclosure and be able to justify non-disclosure of information in response to an FOI request if the suggested non-disclosure items are restricted to these categories. Please note that the Authority reserve the right to disclose if it is satisfied (acting reasonably) that it is in the public interest for the information to be disclosed.

It should be remembered that, even where you have indicated that certain information ought not to be disclosed, the Authority reserve the right to disagree. Even when the Authority agree that the information has been correctly identified, it may nonetheless be required to disclose it or elect to do so in the public interest. Receipt by the Authority of any material marked 'confidential' or equivalent should not be taken to mean that the Authority accept any duty of confidence.

In all cases, the Authority may publish (either proactively or in response to a request) the following information:

- The identity of all tenderers
- Overall value of the Contract awarded (or a general indication of the rates applicable under the Contract)
- The value of all tenders received (not necessarily correlated to the identity of the tenderers)
- General performance standards to be achieved under the Contract
- Performance and progress monitoring arrangements; and early completion incentives and penalties for failure to meet targets.

Tenderers should not mark anything as confidential which falls into the above categories.

5. Inclusion in the Tender response

The following documentation must be returned to the Authority (using the Tender envelope label if appropriate) as part of your Tender:

1. Tendered price for the provision of Landscape Advice Services
2. Details of three trade references
3. Insurance Certification Form
4. Quality Control systems
5. Contingency plans
6. Signed and completed Certificate as to canvassing
7. Signed and completed Certificate as to collusive tendering
8. Completed details as to social value

5.1 Pricing

Tenderers shall provide fixed price *hourly rates* in relation to Landscape Advice Services. Prices are to include all of the services detailed in the attached Specification for Landscape Advice Services. All overheads and profit charged to this contract to be included in these prices. Prices are to be exclusive of VAT and will be fixed for the period of the contract.

Travelling costs are deemed as included within the tendered rates and shall not be chargeable at any time. Only time spent on site shall be chargeable. Mileage rates are deemed as included within the tendered rates and shall not be chargeable at any time.

6. Specification

The successful tenderer will agree to meet the following specification.

6.1 Background.

The Broads Authority is the Local Planning Authority within the Broads executive area. This includes all planning policy, development management and other statutory requirements relating to the landscape environment of the Broads area.

It is intended that this element of work will be contracted out to suitably qualified professionals who will carry out the main duties and responsibilities listed below. The consultant will be a representative of the Broads Authority and will carry out these duties, in an appropriate manner on behalf of the Authority.

In view of the sensitivity of the Broads Area and its status equivalent to a National Park, the Authority considers the protection and promotion of the landscape as vital to the existing and future character of the area. The Authority will therefore seek the advice of the consultant on a wide range of issues in order to protect and enhance the special character of the area relating to the landscape.

The works will be carried out as required by the Broads Authority and will be entirely dependent on the level of applications and enquiries received. It is anticipated that this will equate to approximately 20 – 25 hours per month, although these hours cannot be guaranteed as either minimum or maximum over the contract period. Consultants will therefore be required to tender an hourly rate for the provision of the services described below. The consultants will be required to provide premises and equipment for carrying out the works although it will be necessary to visit the Authority offices to carry out some duties.

The consultant will report to the Head of Planning (Planning Department, Strategic Services).

6.2 Main duties and Responsibilities

Provide professional advice to the Broads Authority and interested parties on the following matters:

	Requirement description
1.0	To advise the development management team on landscape-related matters arising as a result of planning applications, including required amendments to schemes, conditions and input into committee reports.
1.1	To provide comments on landscape-related matters in respect of planning applications submitted to neighbouring LPAs on which the Broads Authority is a consultee.
1.2	To advise on planting schemes submitted or required in connection with planning applications
1.3	To monitor, when requested, the implementation of new planting / landscaping conditioned by planning consent.

	Requirement description
1.4	To provide comments to the planning policy officer in the drafting of planning policy covering landscape-related matters, to ensure these are sufficiently robust and meet all legal tests.
1.5	To provide landscape advice as required on sites that are put forward for allocation
1.6	To provide comments to the planning policy officer in respect of Neighbourhood Plans, Local Plans and other development plans on which the Broads Authority is a consultee.
1.7	To provide comments to the Broads Authority on corporate documents and strategies in respect of landscape matters, as required
1.8	To update the Authority's Landscape Character Assessment as required, to ensure this is up to date and conforms with current best practice.
1.9	To provide input into Conservation Area appraisals on landscape matters
1.10	To provide advice on landscape improvement schemes and projects
1.11	To advise the planning enforcement officer in respect of unauthorised development which has an adverse impact on the landscape, to ensure any action taken is justified and proportionate.
1.12	To assist with enforcement cases, including to prepare and/or assist in the preparation of any Statutory Notices in conjunction with the Authority's legal advisors.
1.13	To attend planning committee and planning committee site visits when required to provide specialist advice.
1.14	To represent the Broads Authority at Local Plan Examination, Inquiries or at appeals or in prosecutions.
1.15	To represent the Broads Authority at meetings and groups as and when required.

6.3 Requirements

The consultants will be suitably qualified and able to demonstrate a strong knowledge of landscape legislation, species/disease recognition and appropriate surgery techniques/remedial action requirements.

The consultants will be chartered members of or eligible for membership of the Landscape Institute (LI).

The Consultants will be expected to provide a dedicated person to ensure a sense of continuity and consistency of advice throughout the Broads Authority area. An appropriate level of cover to be arranged in agreement with the Broads Authority to allow for annual leave, sickness etc.

The Consultants will be expected to develop a good working knowledge of the Broads Local Plan and other relevant Broads Authority documents and demonstrate a clear understanding of the differing landscape character of the Broads' area as well as knowledge of traditional landscape management techniques.

A site visit may need to be undertaken as part of a consultation response as necessary. A record of the site visit should be maintained by the consultant.

Unless agreed otherwise with the Head of Planning, formal response to consultations will be structured in accordance with the standard form shown at 6.7 and submitted to the Authority electronically. The Consultants will be expected to keep a record of these responses for future reference.

The Broads Authority will submit all documents electronically to the Consultants and it will be the responsibility of the Consultant to ensure they have the appropriate IT equipment to access them. The cost of this and any copying and filing is the responsibility of the Consultants.

The Consultants will be expected to make a digital photographic record of each site and landscape features relating to the consultation and send an electronic copy of the photographs to the Authority as part a formal response. The consultants will be expected to keep a record of these photographs for future reference.

The Consultants will be expected to produce detailed appraisals on consultations to assist the Authority in determining planning applications and Conservation Area appraisals etc. and to submit these electronically.

The Consultants will ensure that the Broads Authority GIS mapping system is kept up to date as a result of work relating to the contract, in liaison with the Broads Authority's Planning Technical Support Services Officer.

The Consultants will be required to provide a health and safety policy / risk assessment for working practices required to carry out the main duties and responsibilities listed.

The Consultants will be required to provide the level of Professional Indemnity insurance indicated on the form of Tender.

6.4 Contract Details

The Consultant will be required to act on behalf of the Broads Authority from 1 July 2023.

The initial contract period will be 3 years.

6.5 Charges and Payment

Contractors will be required to tender an hourly rate inclusive of all expenses for the provision of the services described above. The hourly rate tendered will be exclusive of VAT.

Payment will be reimbursed by the Authority on submission of a monthly invoice, which, shall set out in detail the applications or other work carried out relating to the above duties and responsibilities and itemise the time taken on each consultation and the subsequent charge.

The time spent on each application or other work shall be kept to a minimum consistent with providing a service of the quality set out above.

6.6 Management / Monitoring

The Consultant will report to and receive instruction from the Broads Authority's Head of Planning or in their absence the Broads Authority's Historic Environment Manager.

The Consultant will attend a quarterly review meeting to agree a work plan for the following quarter with the Broads Authority Head of Planning unless agreed otherwise.

The Consultants will be required to provide their own premises and equipment for the work.

The Consultant will be required to attend meetings as and when required at the Broads Authority Offices, Yare House, 62 – 64 Thorpe Road, Norwich NR1 1RY.

6.7 Standard consultations response form

The Consultant will be required to use the Broads Authority's standard form for all consultation responses.

Response Date	Response to be received in Planning by:
Application Number	
Site Address	
Proposal	
Application Documents	See Public Access - http://www.broads-authority.gov.uk/planning/application-search
Comments	

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7. Contract management

In order to ensure that the contract operates in a successful and efficient way, as well as delivering all outcomes described in this specification to the correct standards, the contractor will be required to communicate on a regular basis with the Authority to monitor performance, reporting and consistency of the data.

8. Draft Contract

A copy of the draft contract is available on request.

Tender form 1

Name of Tenderer:

Tendered price for the provision of Landscape Advice Services to the Broads Authority

To: Chief Executive, The Broads Authority, Yare House, 62-64 Thorpe Road, Norwich, NR1 1RY.

Having examined the Invitation to Tender and its accompanying documents and being fully satisfied as to my/our abilities and experience in all aspects to satisfy the requirements of the specification and the draft Contract,

I/we of hereby offer, to provide Landscape Advice Services in accordance with Tender Forms 1 to 8 attached. I/we offer to undertake and complete the work in the time period stated for an hourly rate of £ **per hour** (excluding VAT).

I/We agree that this tender shall remain open to be accepted or not by you and shall not be withdrawn for a period of 6 months from the date for return of this tender.

I/we understand that you are not bound to accept the lowest or any tender you may receive.

Unless and until the formal written Agreement referred to above is prepared and signed, the Tender together with your written acceptance thereof will form a binding Agreement between us.

Signed (1)

Status:

Signed (2)

Status:

For and on behalf of:

Date:

Company registration number or equivalent:

VAT registration number:

Type of organisation: (delete as appropriate) Small and medium enterprise (SME) or Voluntary, community, social enterprise (VCSE)

Tender form 2

Name of Tenderer:

Referees

To the Broads Authority

You may seek references from my/our following trade referees:

1. Trade

Name:

Address:

Email address:

Telephone number:

Comments:

2. Trade

Name:

Address:

Email address:

Telephone number:

Comments:

3. Trade

Name:

Address:

Email address:

Telephone number:

Comments:

Tender form 3

Name of Tenderer:

Insurance Certification Form

Third Party Insurance covers to sum of not less than £5 million

Dear Sir

I/We certify and declare that I/we have already have in place with our Insurance Company policies in place for public/employers/professional liability in the sum of £5m. I/We attach confirmation from our Insurance Company.

Or

I/We certify and declare that I/we have obtained quotations in order for us to obtain the necessary level of insurance for public/employers /professional liability. The additional cost for this is .

The following is the name and address of the Insurance Company (not broker) with whom the Insurances have been affected:

Name:

Address:

Please note: Evidence must be included with this form to prove that such insurances as are required will be affected. Failure to do so will render this Tender invalid.

Tender form 4

Name of Tenderer:

Quality Control/Quality Assurance System

Please describe any systems that you may have in place:

Tender form 5

Name of Tenderer:

Contingency Plans

Please detail any contingency plans you have for delivering the services to meet the requirements of the Contract.

Tender form 6

Name of Tenderer:

Certificate as to Canvassing

(Invitation to Tender refers)

I/We certify that I/we have not canvassed or solicited any member, officer or employee of the Authority in connection with the award of the tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in future canvass or solicit any member, officer or employee of the Authority in connection with the award of this tender or any other tender or proposed tender for the services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1)

Status:

Signed (2)

Status:

For and on behalf of:

Date:

Tender form 7

Certificate as to collusive quotation

(Invitation to Tender refers)

To:

The Broads Authority

(hereinafter called "the Authority")

The essence of selective tendering is that the Authority will receive bona fide competitive tenders from all persons tendering. In recognition of this principle,

I/we certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices tendered by or under or in accordance with the following acts:

- a) communicate to a person other than the Authority the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain tenders necessary for the preparation of the Tender for insurance); or
- b) enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted; or
- c) offer or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender for the service any act or omission.

Signed (1)

Status:

Signed (2)

Status:

For and on behalf of:

Date:

Tender form 8

Details as to social value

Name of tenderer:

Please confirm how you achieve good ethical standards and ensure that your staff benefit from the impact of equalities legislation.