

Tender Document

Project Name: Facilitating Investment in Natural Clun Habitats (FINCH)

Deadline: Monday 22nd July 2024 at 12 noon

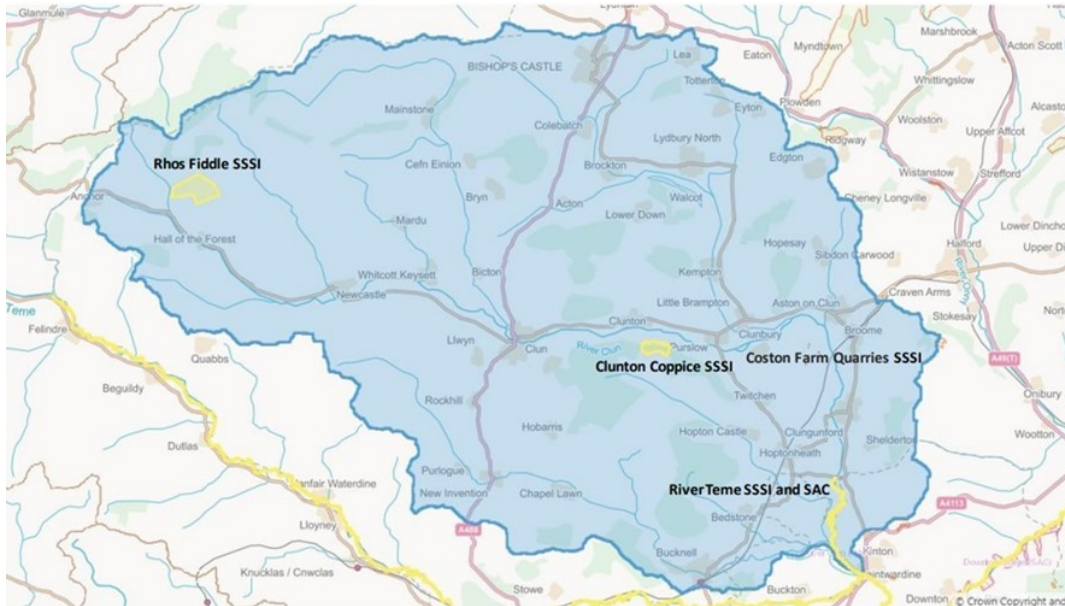


Image: The Clun river catchment

Type of work: Review and quantification of identified sites for natural capital opportunities, including carbon, nutrient mitigation and biodiversity metrics. Sites are individual farms/holdings and will comprise multiple field parcels per site.

Employer: Shropshire Wildlife Trust
193 Abbey Foregate
Shrewsbury
Shropshire
SY2 6AH

Contract Administrator: Renée Wallace, Landscape Advisor Wilder
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On behalf of: Shropshire Wildlife Trust

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Section 1: Instructions for Tendering

Tenders must be submitted in accordance with the following instructions and those contained in the accompanying letter. Tenders not complying with these instructions in any particular way may be rejected by Shropshire Wildlife Trust whose decision in the matter shall be final.

1. The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an “in confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
2. Persons proposing to submit tenders are advised to ensure that they are familiar with the nature and extent of the obligations to be accepted by them should their tender prove successful.
3. The contract is a fixed price contract.
4. Unit rates and prices must be quoted in pounds and whole new pence.
5. The prices quoted shall remain valid for acceptance for a minimum of 3 months from the tender return date.
6. The tender should be completed in conjunction with the information provided in this document with the following sections to be completed for submission at the time of tendering to receive full consideration, and returned to the email address stated below:
 - Section 6: Schedule of Works
 - Section 7: Form of Tender
 - Section 8: Anti Collusion Certificate
 - Section 9: Contractors Competence Questionnaire
 - Section 10: Environmental Protection Act 1990

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7. All contractors must complete, sign and adhere to SWT’s Health & Safety Code of Practice for Contractors and Sub Contractors and be entered onto their list of approved contractors.
8. The Contractor will notify and obtain written permission from Shropshire Wildlife Trust if they wish to sub-contract all or any part of the work detailed in this tender whose consent will be at their discretion and may be subject to limitations. If such consent is given it shall not

relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor (or his agents or employees) in all respects, as if they were the acts, defaults or neglect of the Contractor.

9. No unauthorised alteration or addition should be made to any component of the tender document.
10. Tenders must not be qualified but must be submitted strictly in accordance with the tender document or they will not be considered. Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other's tenders. The Employer's decision on whether or not a tender is acceptable will be final and the tenderer concerned will not be consulted. Qualified tenders will be excluded from further consideration and the tenderer notified.
11. No alternative tender will be considered.
12. It is the Contractors responsibility to obtain plans to identify, locate and comply with all statutory and other provisions to be observed and performed in connection with the Services and shall indemnify Shropshire Wildlife Trust against any claims made as a result of any failure in compliance.
13. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised with the Contract Administrator as soon as possible by email and in any case not later than 4 working days before the date of submission of the tender.
14. Prior to the date of submission of tenders the Contract Administrator may issue Addenda to clarify or modify the Tender Documents. A copy of each Addendum will be issued to every tenderer and shall become part of the Tender Documents. Receipt of each Addendum must be acknowledged by the Tenderer.
15. Shropshire Wildlife Trust will evaluate the tenders in accordance with the Tender Selection Criteria set out in Section 2.
16. Shropshire Wildlife Trust does not bind itself to accept the lowest or any tender, and reserve the right to accept or reject a tender either in whole or in part or to annul the tender and not award the contract. Shropshire Wildlife Trust will not be responsible for any costs incurred by the tenderer. Every effort will be made to reach a decision on the award of the contracts within 2 weeks of the closing date for submission of tenders.
17. Tenderers must submit with their tender details of the terms of the insurance they propose to effect, or which they already hold and intend to use, to meet the requirements of the conditions of contract.

18. Tenders MUST be returned via email titled:
TENDER: FINCH – Nature Markets Review
19. The date for the return of the completed tender documents is **12 Noon on 22nd July 2024.**
20. Due to strict funding requirements for the project **all works are to be completed no later than 31st December 2024.** There will be a penalty charge of 1% of the total costs of the works for every week or part week for exceeding the deadline date. Shropshire Wildlife Trust will consider any exceptional circumstances.
21. Any costs incurred for carrying out work which has not been agreed in advance with Shropshire Wildlife Trust will not be considered.
22. All work must be guaranteed by Contractors for 12 months after the date of completion.
23. **"WARNING"**

Please note that the following warning applies in connection with contracts awarded to you by Shropshire Wildlife Trust:

It is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever, as an inducement or reward to any servant of the Trust. Additionally such action will negate all current and future contracts.

Section 2: Tender Evaluation Criteria

To ensure best value with regard to price and quality, a panel of SWT staff will evaluate and score Tenders.

This will be based on:

Evaluation Criteria	Score
Commercial (price)	40
Technical (incl capability, resources, methods and evidence of carrying out similar contracts)	40
Ability to complete works within stated timescale	10
Relevant professional certification (incl specific project staff if relevant) and organisational environmental commitment	5
Evidence of relevant insurance (Public Liability, Professional Indemnity and Employer Liability if applicable)	5
Maximum Total Score	100%

Section 3: Project Details/Information (the brief)

1. Background:

This project (FINCH) aims to research and develop how the conditions for new Green Finance and enterprise solutions that address the pressures on the Clun SAC can be created through future Protected Site Strategies. The project has a particular focus on research with farmers and land managers in the pilot area to understand how a future Protected Site Strategy could be developed with them in ways to achieve agricultural transition to low polluting land management systems. Changes to local planning policies, private sector supply chain procurement priorities and government incentive schemes are all in scope for the study and recommendations for a future Protected Site Strategy in the area.

The hypothesis for this study is that the process of bringing together a formal Protected Site Strategy to address pressures on Protected Sites will encourage novel green finance and land-based enterprises to be developed. The project will research the validity of this hypothesis with a minimum of 25 farmers through face to face semi structured interviews and workshops. A comprehensive desk study review will be conducted to achieve actionable local policy recommendations for a future Protected Site Strategy on the Clun.

In addition, ecological surveys will be carried out on land identified by registered participants and this tender is for desk-based research to analyse natural capital and green finance investment opportunities on this land for each participant based on these surveys. There is no expectation for participants to have to enter land into these schemes, but to provide validation and ground truth available investment and what public and private sector policy would need to enable this.

2. The Brief:

Following a review with the Project Team the successful contractor is expected to:

- Review sites identified by Project Team and quantify natural capital opportunities, including carbon, nutrient mitigation and biodiversity. Emerging or novel markets may also be reviewed as appropriate.
- Provide a written survey report for each site outlining key findings based on the findings from our ecologist; including a BNG metric for each site.
- A summary of natural capital opportunities across the Clun River catchment; including scale, costings and likely commitments required. Barriers to implementation may also be discussed and reviewed.
- Reports and recommendations should include integration of sustainable food production in the area.

Individual farm reports will be provided to the SWT, prior to being shared with individual landowners. The report will be prepared in plain English, and in a format usable by project staff. The results of the survey and opportunity audit will be provided to the landowner as an indication of current assessment of their holding, with outlined habitats, species and ecosystem services. This report should be applicable at individual farm level and should take into account that particular farms model to enable appropriate and relevant recommendations.

The applicant should outline method and approach to most effectively meet the project objectives and brief. The exact number and size of sites is to be confirmed but could be up to 25 sites of as yet undetermined size and number of field parcels (landowner recruitment still ongoing but those who have signed up so far are in the region of 80-100 acres, some considerably less). Applicants should outline what could be delivered within the consultancy fee and this will be reviewed and agreed upon pre-project meetings.

3. Expectations:

We expect all appointed contractors/consultants to attend an inception meeting either at Shropshire Wildlife Trust or online before work is to commence.

We expect regular updates on the progress of the works, and a meeting programme will be agreed with the project team upon appointment.

We expect all appointed contractors to meet with the relevant stakeholders (in this case this may include Natural England, Farmer groups and participants) as appropriate.

We expect all contractors/ consultants to have relevant and adequate insurance for all works undertaken, to indemnify them both during the contract and afterwards should their works have any undue adverse impact.

Section 4: Schedule of Works

1. The Contractor is invited to submit a method statement and cost breakdown in order to deliver this project.
2. Maximum fee, to include all works, expenses, licences and tools, all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based, whether or not such details are specifically set forth in the Schedules is £40,000 (plus VAT)
3. General directions and descriptions of works can be found in Section 3 and should be used to inform the method statement.
4. Any other queries relating to this Schedule of Works must be notified to the Contract Administrator.

Section 5: Form of Tender

PROJECT FINCH

To: Shropshire Wildlife Trust

We the undersigned do hereby undertake on the acceptance by Shropshire Wildlife Trust of our tender to supply and/or deliver the goods and/or services on such terms and conditions and in accordance with such specifications as are contained or incorporated in the invitation to tender.

This tender remains open for consideration for 3 months from the date fixed for the submission of lodgement of tenders however due to funding requirements all works must be completed by 31st December 2024.

We undertake to complete and deliver the whole of the works comprised in the contract for the sum of (excluding VAT):

Amount in words:

.....pounds.....pence

Amount in figures: £.....

Dated

Signature.....

Print name.....

In the capacity of.....

Duly authorised to sign

Tenders for and on behalf of:

Registered address:

.....

.....

Tel:.....

Email:.....

Section 6: Anti Collusion Certificate

1. We certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work:
 - a) communicate to any person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - 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;
 - c) pay, give or offer to pay or give any sum of money or other 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 or proposed tender for the said work, any act or thing of the sort described at (a) or (b) above.

2. We further certify that the principles described in paragraph 1(a) and (b) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word 'person' includes any persons and any body or association, corporate or incorporate; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Dated.....

Signed

Print Name

duly authorised to sign tenders for and on behalf of

.....

Section 7: Contractor's Competence Questionnaire

The client has an obligation to ensure that the Contractor engaged to undertake the works is competent to do so. The client fulfils this obligation by inviting tenders from contractors on its approved list and seeking evidence that contractors have undertaken works of a similar nature in the past and have an appropriate safety management system. Each tenderer is required to complete the following simple questionnaire which is to be returned with tenders and will form part of the evaluation of the Tender.

1. Please provide evidence that you have successfully supervised and administered Contracts of this nature, value and scale in the last 3 years. Please provide 3 examples.

Client & project	Dates	Contract value
1.		
2		
3.		

2. Please confirm you have the necessary resources to undertake and manage the works and would be able to complete the works within the stated timescale.

3. Do you have recognised quality, professional and environmental management or other relevant certification in place? If so please give details.

4. Provide details of any works which you propose to sub contract, with company details and summarise how your organisation assesses potential sub-contractors to check their Health & Safety performance

5. Provide evidence of your Health & Safety Policy.

6. Provide evidence and copies of your insurance cover.