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Request for Quotation: NEMR240225KPWC

**WADER Project- Wetland Creation, Kiln Point, Bamburgh, Northumberland**

## 

## LIFE20 NAT/UK/000277

## 24 February 2025Application Description automatically generated with low confidenceLogo, company name Description automatically generated

You are invited to submit a quotation for the requirement described in the specification, Section 2.

Your response should be returned to the following email address by:

Email: [Mark.Renfrey@naturalengland.org.uk](mailto:Mark.Renfrey@naturalengland.org.uk)

Date: 7th April 2025

Time: 17.00

Ensure you include the name of the quotation and ‘Final Submission’ in the subject field to make it clear that it is your response.

Contact Details and Timetable

Mark Renfrey will be your contact for any questions linked to the content of the quote or the process. Please submit any clarification questions via email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

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| **Action** | **Date\*** |
| **Date of issue of RFQ** | Monday 24th February 2025 |
| **Deadline for clarifications questions** | Monday 17th March at 17:00 |
| **Deadline for receipt of Quotation** | Monday 7th April at 17:00 |
| **Intended date of Contract Award** | Monday 19th May 2025 |
| **Intended Contract Start Date** | Monday 4th August 2025 |
| **Intended Contract Duration** | Up to 5 Months |
| **Target Construction Period** | Monday 1st September 2025 to Friday 3rd October 2025. |

\*Please note – dates are indicative at this stage. Upon contract award full timeframe to be agreed.

## Section 1: General Information

Glossary

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

|  |  |
| --- | --- |
| **Words/Expression** | **Meaning** |
| “Authority” | Means Natural England who is the Contracting Authority. |
| “Contract” | Means the contract to be entered into by the Authority and the successful supplier. |
| “Response” | Means the information submitted by a supplier in response to the RFQ. |
| “RFQ” | Means this Request for Quotation and all related documents published by the Authority and made available to suppliers. |

## Conditions applying to the RFQ

You should examine your Response and related documents ensuring it is complete and in accordance with the stated instructions prior to submission.

Your Response must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your Response fully and accurately and that prices quoted are arithmetically correct for the units stated.

By submitting a Response, you, the supplier, are deemed to accept the terms and conditions provided in the RFQ. Confirmation of this is required in **Annex 1**.

Failure to comply with the instructions set out in the RFQ may result in the supplier’s exclusion from this quotation process.

### Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

#### Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

#### Self-Declaration and Mandatory Requirements

The RFQ includes a self-declaration response (**Annex 2**) which covers basic information about the supplier, as well as any grounds for exclusion. If you do not comply with them, your quotation will not be evaluated.

Any mandatory requirements will be set out in Section 2, Specification of Requirements and, if you do not comply with them, your quotation will not be evaluated.

#### Clarifications

Any request for clarification regarding the RFQ and supporting documentation must be submitted via email 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.

The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all suppliers via email unless deemed commercially sensitive.

If a supplier believes that a request for clarification is commercially sensitive, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:

* the clarification and response are not commercially sensitive; and
* all suppliers may benefit from its disclosure,

then the Authority will notify the supplier (via email), and the supplier will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If not withdrawn by the supplier within 2 working days of the Authority’s notification, the Authority may publish the clarification request and its response to all suppliers and the Authority shall not be liable to the supplier for any consequences of such publication.

The Authority reserves the right to seek clarification of any aspect of a quotation and/or provide additional information during the evaluation phase to carry out a fair evaluation. Where the Authority seeks clarification on any aspect of the quotation, the supplier must respond within the timeframe requested by the Authority.

#### Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you via email.

Suppliers may modify their quotation prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Suppliers may withdraw their quotations at any time by submitting a notice via the email to the named contact.

#### Conditions of Contract

The Authority’s

* Standard Good and Services Terms & Conditions (used for purchases under £50k).

can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and will be applicable to any contract awarded as a result of this quotation process. The Authority will not accept any changes to these terms and conditions proposed by a supplier.

Suppliers should note that the quotation provided by the successful bidder will form part of the Contract.

**Prices**

Prices must be submitted in £ sterling, exclusive of VAT.

Bidders are requested to provide a fixed price for the works to be completed, including any costs for travel, equipment, plant, machinery, waste disposal and/or other costs. It is the contractor’s responsibility to provide the appropriate PPE and safety equipment.

### Disclosure

All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

In addition, the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your quotation to any person who submits a request for information pursuant to those statutes.

Further to the Government’s transparency agenda, all UK Government organisations must advertise on Contract Finder in accordance with the following publication thresholds:

* Central Contracting Authority’s: £12,000
* Sub Central Contracting Authority’s and NHS Trusts: £30,000

For the purpose of this RFQ the Authority is classified as a Central Contracting Authority with a publication threshold of £12,000 inclusive of VAT.

If this opportunity is advertised via Contracts Finder, we are obliged to publish details of the awarded contract including who has won the contract, the contract value, and indicate whether the winning supplier is a small and medium-sized enterprise (“SMEs”) or voluntary organisation or charity. A copy of the contract must also be published with confidential information redacted.

By submitting a Response, you consent to these terms as part of the procurement.

### Disclaimers

Whilst the information in this RFQ and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ;
* accept any liability for the information contained in the RFQ or for the fairness, accuracy or completeness of that information; or
* accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into contractual relationships with the Authority following receipt of the RFQ should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

**Protection of Personal Data**

In order to comply with the General Data Protection Regulations 2018 the supplier must agree to the following:

* You must only process any personal data in strict accordance with instructions from the Authority.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

**General Data Protection Regulations 2018**

For the purposes of the Regulations the Authority is the data processor.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be held and destroyed within two years of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within seven years of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to anyone outside the Authority without the consent of the data subject, unless the Authority is required by law to make such disclosures.

**Equality, Diversity & Inclusion**

The Client is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with Natural England staff and service users.

Suppliers are expected to:

* support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of [Defra group’s Equality & Diversity Strategy](https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024).
* meet the standards set out in the [Government’s Supplier Code of Conduct](https://www.gov.uk/government/publications/supplier-code-of-conduct)
* work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed, and opportunities realised.

**Sustainable Procurement**

Addressing global sustainability impacts and realising additional community benefits within commercial activity is core to Defra group’s approach, working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our commercial activity and realise benefits.

The Client encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Client’s behalf.

**Conflicts of Interest**

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has 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 procurement procedure and/or affect the integrity of the contract award.

We expect suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with government. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

Where the supplier 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 you should inform the Authority of this as soon as possible (whether before or after they have submitted a quotation). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement 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 properly manage any conflicts of interest may result in a quotation being rejected.

Provided that it has been carried out in an open, fair and transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the supplier.

#### Section 2: The Invitation

**Specification of Requirements**

The specification of requirements is provided in **Annex 3** to this document.

Maps of the proposed site are provided in **Annex 4** to this document.

The appointed contractor will fulfil the Site Manager role and the role of the contracting Natural England officer will be observational/advisory only.

Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Invoices should be submitted once all the work is completed and should include the project reference **LIFE20 NAT/UK/000277**.

It is anticipated that this contract will be awarded for a period of up to five months to end no later than 31st October 2025. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

**Evaluation Methodology**

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

* **Technical –** 60**%.**
* **Commercial –** 40**%**

Evaluation criteria

Evaluation weightings are **60%** technical and **40**% commercial, the winning tenderer will be the highest scoring combined score.

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| --- | --- | --- | --- | --- |
| **Award Criteria** | **Weighting (%)** | **Evaluation Topic & Weighting** | **Sub-Criteria** | **Weighted Question** |
| Technical | 60% | Service Proposal | T1 Design | 20% of technical score available |
| T2 Methodology | 40% of technical score available |
| T3 Risk Assessment and Health & Safety | 15% of technical score available |
| T4 Key Personnel | 10% of technical score available |
| T5 Sustainability | 10% of technical score available |
| T6 Communication | 5% of technical score available |
| Commercial | 40% | Whole life cost of the proposed Contract | C1 Total contract value for project | 100% of commercial score available |

Technical (**60**%)

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:

|  |  |  |
| --- | --- | --- |
| Description | Score | Definition |
| Very good | 100 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard. |
| Good | 70 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard. |
| Moderate | 50 | Addresses most of the requirements with most of the relevant supporting information set out in the RFQ. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard. |
| Weak | 20 | Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met. |
| Unacceptable | 0 | No response or provides a response that gives the Authority no confidence that the requirement will be met. |

Technical evaluation is assessed using the evaluation topics and sub-criteria stated in the Evaluation Criteria section above. Failure to meet the minimum score threshold stated will result in the bid being removed from the process with no further evaluation regardless of other quality or price scores.

**Separate submissions for each technical question should be provided** and will be evaluated in isolation. Tenderers should provide answers that meet the criteria of each technical question.

|  |  |
| --- | --- |
| Criteria | Detailed Evaluation Criteria |
| T1. Design (20%)  Please provide a short summary and a concept sketch of what you propose to do to deliver the requirements of this project.  Adoption and/or development of the available detailed design is permitted. | Your response should demonstrate a clear understanding of the nature of the requirements and what you propose to deliver. Existing design information exists and has been provided as a context to the requirements.   * Innovation is welcomed. * Concept drawing. * Short summary (<500 words / 1 side A4).   **Please upload your document with the file name: “T1** Design” |
| T2. Methodology (40%):  Please provide a Construction Plan detailing your methodology and approaches proposed to deliver the requirements of this project. | A clear, practical, achievable, and cost-effective methodology to deliver the wetland intervention proposed in T1.  Include:   * Site establishment, including mobilisation, site access welfare arrangements and demobilization requirements. * How dewatering / water control activities and silt protection measures will be managed, during the construction to protect the NNR. * Program of works from site clearance through to landscaping. * Proposed approach for construction of wetlands, considering sequencing of operations and providing details on proposed machinery and techniques. * Material (soil) management procedures. * How waste materials will be managed on or removed from site. * Examples of previous similar work (may be submitted as appendix to Construction Plan or uploaded as “T1 Case Studies”.   **Please upload your document with the file name: “T2** Construction Plan” |
| **T3. Risk Assessment & Health and Safety (15%)**  Provide an overview of the potential risks you have identified associated with the delivery of this work, and how you will manage these risks throughout delivery of the construction works to the required standard in a safe manner. | Provide details on how H&S will be managed on site, including your staff, use of plant and equipment and how both the public and natural environment will be protected from all work being undertaken.  Provide copies of H&S policies, appropriate risk assessments and certificates of liability and insurance.  Provide a brief overview of any recognised H&S accreditations or industry scheme memberships held and training provided to staff on the use of plant and equipment (recognised certification or qualification, in-house training etc. Do not attach certificates).  **Please upload your document with the file name: “T3 Risk Assessment & Health and Safety”.** |
| T4. Key Personnel (10%)  Please highlight the key personnel who will be directly involved with this contract and what they will be responsible for delivering.  Please also submit relevant work history and qualifications for each individual (except in the case of named trainees/apprentices working under appropriate supervision, individuals must show a **minimum of 2 years’ experience** delivering similar projects). | The appointed contractor will fulfil the Site Manager role.  Please submit a maximum of **300 words** for each proposed individual providing evidence for the ‘**Specific skills/ knowledge requirements’** detailed in the specification requirements i.e., List relevant trade certificates held and experience of working on protected sites.  **Please upload your document with the file name: “T4. Key Personnel”** |
| T5. **Sustainability (10%)**  Highlight how your environmental policies/accreditation will ensure that sustainability is pursued in your operations and work delivery. | Detail biosecurity and pollution control precautions to be taken, how waste material will be managed and how adjacent site impact, including disturbance will be minimized.  **Please upload your document with the file name: “T4. Sustainability”** |
| **T6. Communication (5%)**  Identify within your organisation who will be the main individuals involved in the management of this contract to ensure effective delivery.  Outline your plan for wider communications at the site. | Who will fill the Site Manager role?  Who will be the main contact with the Authority?  Include any details on how you propose to address communications with potential visitors/general public that may approach the site during project activities.  **Please upload your document with the file name: “T5. Communication”** |

Commercial (**40**%)

The Contract is to be awarded as a fixed price which will be paid according to the completion of the deliverables stated in the Specification of Requirements.

Suppliers are requested to submit a **total cost** to provide the deliverables stated in the Specification of Requirements.

In addition to this the **Commercial Response template** must be completed to provide a

breakdown of the whole life costs against each deliverable in the delivery of this requirement. Costs for each stage of wetland construction should be detailed by type i.e. fees, equipment costs, machinery operators, fuel and haulage etc. as far as possible.

**Calculation Method**

The method for calculating the weighted scores is as follows:

* **Commercial**

Score = (Lowest Quotation Price / Supplier’s Quotation Price) x 40% (Maximum available marks)

* **Technical**

Score = (Bidder’s Total Technical Score / Highest Technical Score) x 60% (Maximum available marks)

The Total Score (weighted) (TWS) is then calculated by adding the total weighted commercial score (WC) to the total weighted technical score (WT): WC + WT = TWS.

Information to be returned

Please note, the following information requested must be provided. Incomplete tender submissions may be discounted. Please complete and return the following information:

* completed Commercial Response template.
* separate response submission for each technical question (in accordance with the response instructions).
* completed Mandatory Requirements (Annex 1).
* completed Acceptance of Terms and Conditions (Annex 2).

Award

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email**.** The successful supplier will be issued the contract, incorporating their Response, for signature. The Authority will then counter sign.

Annex 1 Acceptance of Terms and Conditions

I/We accept in full the terms and conditions appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex 2 Mandatory Requirements

Part 1 Potential Supplier Information

Please answer the following self-declaration questions in full and include this Annex in your quotation response.

Part 1.1 Potential Supplier Information:

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) | Registered office address (if applicable) |  |
| 1.1(c) | Company registration number (if applicable) |  |
| 1.1(d) | Charity registration number (if applicable) |  |
| 1.1(e) | Head office DUNS number (if applicable) |  |
| 1.1(f) | Registered VAT number |  |
| 1.1(g) | Are you a Small, Medium or Micro Enterprise (SME)? | (Yes / No) |

Note: See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

Part 1.2 Contact details and declaration

By submitting a quotation to this RFQ I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay you will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 1.2(a) | Contact name |  |
| 1.2(b) | Name of organisation |  |
| 1.2(c) | Role in organisation |  |
| 1.2(d) | Phone number |  |
| 1.2(e) | E-mail address |  |
| 1.2(f) | Postal address |  |
| 1.2(g) | Signature (electronic is acceptable) |  |
| 1.2(h) | Date |  |

Part 2 Exclusion Grounds

Part 2.1 Grounds for mandatory exclusion

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 2.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below. | |
|  | Participation in a criminal organisation. | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Corruption. | ((Yes / No)  If yes please provide details at 2.1 (b) |
|  | Fraud. | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Terrorist offences or offences linked to terrorist activities | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Money laundering or terrorist financing | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Child labour and other forms of trafficking in human beings | (Yes / No)  If yes please provide details at 2.1 (b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.1 (c) | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning) | (Yes / No) |
| 2.1(d) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | (Yes / No) |
| 2.1(e) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Part 2.2 Grounds for discretionary exclusion

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 2.2(a) | The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation | |
| 2.2(b) | Breach of environmental obligations? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2(c) | Breach of social obligations? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2(d) | Breach of labour law obligations? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2(e) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2 (f) | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

Annex 3 Specification of Requirements

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**Application

Description automatically generated with low confidence**

# **Brief: Wetland Creation, Kiln Point, Bamburgh**

## Background

Natural England is the government’s advisor on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England’s natural wealth for the benefit of everyone.

We wish to appoint a contractor to create a new wetland system to tackle diffuse pollution impacting Lindisfarne Sites of Special Scientific Interest (SSSI) and National Nature Reserve (NNR). The work is funded through the LIFE WADER Project.

## Background to the specific work area relevant to this commission

The European Union (EU) LIFE programme supports green innovations and cleantech solutions related to the environment, nature conservation, climate action, and energy objectives.

## LIFE WADER Project (LIFE20 NAT/UK/000277)

The EU LIFE funded Water and Disturbance Environmental Restoration (WADER) project spans 70,242 hectares along the Northumberland Coast to the South-East Scottish borders across the Tweed catchment. LIFE WADER takes a ‘source to sea’ approach across the UK’s often overlooked freshwater-coastal-marine transitional environments.  The project area covers six European designated sites (Special Areas of Conservation (SACs) and Special Protection Areas (SPAs)) which are of international importance due to their bird assemblages, river fauna and rare habits including dune systems, rocky shores, fresh water and mudflats. LIFE WADER seeks to tackle the key issues that are impacting the condition of these sites including diffuse water pollution, recreational disturbance, invasive species and climate change, by building an understanding of the inter-dependence of species and habitats across the wider coastal ecosystem.

Many river systems in Northumberland have been impacted by increased input rates of Nitrate, Phosphate and sediment. It is thought that these raised nutrient levels are contributing to macroalgae growth along the Northumbrian Coast which are negatively impacting the target species and habitats within the protected sites. Natural England (NE) 2022 condition assessment on Lindisfarne SSSI / NNR recorded the condition of the saltmarsh habitat in the Budle Bay area as unfavourable due to the presence of Enteromorpha, a very common high intertidal green alga, attributed to excessive nutrient inputs within the area. This corresponds with water quality assessments undertaken by the Environment Agency (EA) which has previously designated Budle Bay as a eutrophic waterbody and failing under the Water Framework Directive (WFD) for dissolved nitrogen and macroalgae.

## Requirement

NE intend to award an outcome-based contract for the construction of a new wetland.

The project seeks to replace an existing open field ditch with a larger wetland area to slow the flow of water through the system and increase the potential for the uptake of nutrients and settlement of sediments. The project aim is to reduce diffuse pollution into Budle Bay.

**Concept**

The concept for the constructed wetland is based around a series of ponds with impermeable liner sections, discharging through permeable barriers and connected by a meandering unlined shallow surface channel with varied side slopes and occasional deeper areas. This approach is intended to provide optimum treatment and habitat value.

The wetland concept has been agreed with the landowner and developed through a detailed design process. Design drawings are available on the Contract Finder portal for information. Contractors can choose to adopt the available design as the basis for their own approach but do not have to. NE are flexible on the approach to achieve the required outcome and alternative solutions to the pollution issues associated with the site will be considered and innovation is welcomed.

**It is intended that the work will be undertaken in late summer/autumn 2025;** after ground nesting birds have finished breeding and before significant numbers of internationally important overwintering birds arrive on the adjacent Lindisfarne NNR.

## Location

The site located at Kiln Point, on Budle Farm, Bamburgh, NE69 7AL.

National Grid Ref: NU 15392 35289 (see Appendix 4).

**Site Description**

The proposed wetland site comprises a rectangular strip of land along the western edge of a larger permanent pasture grazing field. The site has an area of approximately 3,230m2, with a drainage ditch running approximately centrally. The ditch varies in depth, averaging between 600-800mm below adjacent ground levels. This ditch begins within wet ground at the southeast and falls in a north westerly direction towards the bay. Groundwater was encountered as seepage into Dutch hand auger holes at between 1m and 0.7m below ground level, at ground levels (outside of existing ditch) of 6.688m and 7.765m AOD respectively.

There is a 200mm pipe connection from the end of the ditch, which channels the ditch under the England Coast Path before re-emerging in a final short channel section at the edge of the NNR boundary and draining into the bay. The requirement is based around the retention of this pipe.

The existing site layout and topographic survey data are presented in **Annex 4**.

Additional existing site information is also available as a separate document on the Contract Finder portal (BG152\_100 Kiln Point, Stage 4 Designers Report).

The main site is currently ungrazed and clearance of the overgrown vegetation will be required as part of the enabling works. To the north agricultural fencing separates the site from the England Coast Path which runs parallel to the northern boundary, beyond which is a historic lime kiln and the Bay. The adjoining fields to the south and east of the site, part of the same farm, are permanent pasture with boundaries delineated by post and wire or electric stock fencing. Any surplus arisings created by and not required within the construction of the wetland may be retained within the wider site and built into a single shallow landform in the field to the east. The western boundary is demarcated by a hedgerow, which separates the site from the adjacent bridleway, beyond which are Budle Bay Cottages (used as holiday cottages). The bridleway continues as far as Budle Bay but narrows once past the cottages potentially restricting vehicular / construction access.

There are no welfare, toilet or handwashing facilities available on site. As noted on the existing site layout there is a potable well (to be protected) to the south of the works area. Potable water may be available from adjacent caravan site subject to agreement with the landowner.

**Designations**

The proposed wetland construction site is within an area of high environmental sensitivity and directly adjacent to Budle Bay. The bay and its surrounding area have multiple designations, due to their high conservation significance with designations including:

* Lindisfarne SSSI
* Berwickshire and North Northumberland Coast SAC
* Lindisfarne Ramsar
* Lindisfarne SPA
* North Northumberland Dunes SAC
* Northumberland Marine SPA

Although the main area for the wetland intervention is outside of the designated boundary the site drains (via ditches and permeable soils) directly into the SAC Estuary and proposed works at the outflow will involve activity within the Lindisfarne SSSI and NNR.

## Permissions

The Landowner has accepted the design concept and that the area of land identified can be used for NE to commission the construction of the wetland.

The limited interventions within the NNR boundary are included within the Lindisfarne NNR Management Plan (2023 – 2028). Although standalone SSSI consent will not be required, approval of the methodology and delivery programme will need to be agreed with the Senior Reserve Manager and protected sites Responsible Officer prior to works commencing within the Lindisfarne SSSI and NNR.

Access requirements and permissions will be arranged by NE once details of the agreed plan of works and delivery programme are established. This will be undertaken as part of the tender review process and agreements sought prior to award of contract.

Northumberland County Council have confirmed that planning approval is not required for open water wetland creation projects that do not exceed 0.1ha in area, which aligns with the available space and proposed concept design at Kiln Point.

## Other requirements

The planned work will take place on or adjacent to protected sites therefore minimum disturbance is essential. Preferably the works will be undertaken in September 2025. Works should be planned to ensure any vehicle movements, including delivery of materials, to the outflow area (within the NNR) are scheduled as early as possible as access may not be possible once significant numbers of internationally important overwintering birds arrive. The Contractor will need to plan for management and removal of any filled sediment bags or alternative mitigation measures if heavy lifting machinery may be required.

All activities will need to be risk assessed and contractors will need to provide details of their risk assessment and Health and Safety policy(s) as well as a specific risk assessment for the delivery of this work.  The appointed contractor will fulfil the Site Manager role and the role of the contracting Natural England officer will be observation/advisory only.

The design concept has been based on a balanced earthworks approach with arisings from the creation of wetland features believed to be suitable for retention on site. The landowner has agreed that cut vegetation from site clearance works can be retained locally. Any arising/recovered agricultural debris or inert materials not appropriate for incorporation into the works, such as fence posts, timbers, wire, plastics and non-soil forming materials etc. are to be segregated and stored on site, for later disposal by the landowner.

All contractor derived waste material must be removed from site, in a compliant and sustainable manner, using appropriately permitted facilities that includes minimising risk of pollution and maximising biosecurity in line with the sustainability policies of Natural England.  Tenders should include details of plans for how all waste materials will be managed on or removed from site. The successful contractor will be responsible for obtaining any permissions required for materials disposal and this should be factored into bids.

**Public protection**

Members of the public must be protected from all hazards associated with the works.

Site access may require crossing either a public footpath or bridleway. The contractors Construction Plan must include site access arrangements to be agreed with NE and the Landowner to best fit with operational and public access requirements. Preliminary discussions with Northumberland County Council confirmed that formal footpath diversions should not be required and it should be possible to manage access arrangements locally subject to confirmation of the final construction methodology.

## Timeframe

September is the target period as core construction activities need to be undertaken after the ground nesting birds have finished breeding and before significant populations of overwintering birds arrive. Apart from minimal manual finishing off works, activities at the outflow end within the NNR should be scheduled as early as practical in order to minimise disturbance to the arriving over-wintering birds.

## Budget

The indicative budget ceiling for this work is £40,000.

## Site specifics

The contactor is requested to quote for and describe their proposed approach for:

* Mobilisation / demobilisation, including site access requirements.
* Site establishment, including welfare arrangements.
* Management of silt / dewatering and protection of NNR.
* Site vegetation clearance.
* Construction of wetland.
* Landscaping.

A **Construction Plan** should be provided including method statement(s) on how the works will be carried out. This should include materials and waste management procedures, along with details of measures to protect people, minimise disturbance to wildlife and potential adverse impacts to the local environment during the works.

The appointed contractor will fulfil the Site Manager role and the role of the contracting Natural England officer will be observation/advisory only.

**Site visits**

Due to the site constraints, including environmentally sensitive nature of the adjoining designated site, the nature of the works required and need to deploy machinery, along with the highly visible nature of the work required, tenderers are encouraged to arrange a site visit prior to submitting a quotation. NE will not reimburse you for any costs and expenses which you incur in making a site visit prior to submitting a quotation.

The site can be freely viewed from adjacent to the public highway and from public footpaths. However, the landowner has requested that physical access to the site be notified via NE and those attending have company ID, a copy of this specification or appropriate site plan.

Enquiries about site visits should be made by email to:

**Mark Renfrey, Project Officer LIFE WADER** [mark.renfrey@naturalengland.org.uk](mailto:mark.renfrey@naturalengland.org.uk)

**Specific skills/ knowledge requirements**

* Experience delivering similar projects.
* Access to appropriate machinery.
* Staff trained to industry standards for machinery operation.
* Working knowledge of the restrictions required for working on protected sites.

In line with Natural England policy, all contractors engaged by Natural England should hold a valid Safety Schemes In Procurement (SSIP) certificate in the correct trade and scope or be able to demonstrate a Health and Safety system to the equivalent of SSIP certification. If an SSIP or equivalent award is not held by the contractor then the contractor must complete a Natural England Contractor Competence Questionnaire to be assessed by the contracting officer.

**Tender Content**

Tenders should contain the following information:

* **Design,** a short summary outlining proposed wetland to be constructed and either confirmation of adoption of the available design drawings or amendments/alternative concept sketch.
* **Construction Plan** outlining the proposed approach including a method statement(s) on how the work will be carried out.  Including dewatering / silt management, materials (soils) handling and waste management procedures**.**
* **Project Schedule**, setting out proposed project delivery phases and associated timeline.
* Any examples of similar types of work you have undertaken.
* Qualifications / experience of the proposed individual to undertake this work; identify who will be the main individuals involved in managing and delivering this contract.
* Certificates of liability and insurance:  Employers Liability Compulsory Insurance (if staff are employed); Public Liability Insurance; Professional indemnity insurance.
* **Risk** assessment, provide an overview of the potential risks you have identified associated with the delivery of this work, and how you will manage these risks throughout to ensure delivery is completed to the required standard in a safe manner.
* Health and Safety, include details on how H&S will be managed, including working around public access, and provide a copy of your health and safety policy(s).

* Sustainable Practice, highlight how your environmental policies/accreditation will ensure that sustainability is pursued in your operations and work delivery.
* Communications, include any details on how you propose to address communications with members of the public or potential visitors that may approach the site during project activities.
* Total Price plus VAT broken down by expense type (staff costs, expenses, equipment, materials and consumables).

## IMPORTANT CONSIDERATIONS

### Health and Safety

Health and Safety is the number one priority. The contract awardee will be responsible for making sure all required health and safety aspects including risk assessments are undertaken and required management measures are in place to protect the workforce. This includes management of all partners, consortium members and any subcontractors. Measures will also need to be put in place to protect the public from the work being conducted, including managing or restricting access to the site.

### Sustainability Considerations

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-year environmental plan / our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

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

The successful contractor is likely to be able to provide a copy of their environmental policy and any environmental accreditation schemes.

**Sustainable Operations**

All areas of work should be designed to minimise waste, reduce transport, maximise recycling etc. The chosen delivery partner is reminded that we require:

**Waste** – minimise waste in design & manufacture.

**Environmental impact** – avoid critical & irreversible environmental damage. Minimise general disturbance to ecology adjacent to the site (including dust, high noise levels, disturbance to birds, damage to habitats, sediment releases and water quality impacts).

**Biosecurity** – Plant and animal diseases, pests and invasive non-native species (INNS) can be spread between and within sites by visitors. Contractors must take adequate biosecurity precautions to ensure that the risk of spreading disease, pests and INNS is minimised. The contract awardee will take the necessary level of Biosecurity action according to the risks and sensitivities associated with the site and the project activities being carried out, applying the basic principles of CHECK – CLEAN - DRY of footwear, PPE, equipment and vehicles as appropriate to the Project.

**Transport** – minimise the transport distances of materials where possible. Promote green travel plans for site employees. Use of cleaner fuels for transport.

**Vehicles** - vehicles must be checked on a daily basis for leaks, (i.e. oil and fuel) and the successful contractor must carry a suitable spill kit to deal with accidental pollution incidents.

**Energy** – be aware of energy required to obtain and process raw materials, transport the material (at all stages) and in construction

### Outputs and Contract Management

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| --- | --- | --- |
| Deliverable | Responsible Party | Date of completion |
| Date of issue of RFQ | Natural England | 24/02/2025 |
| Deadline for receipt of Quotation | Contractors | 07/04/2025 |
| Intended date of Contract Award | Natural England | 19/05/2025 |
| Intended date of inception meeting | Natural England | TBC |
| Intended Contract Start Date | Contractor | 04/08/2025 |
| Target Construction Period | Contractor | September 2025 |
| Contract Duration | Contractor | Up to 5 Month |

Annex 4 Maps and Design Concept

A map of a farm

Description automatically generatedA map of a city

Description automatically generatedA map of a country

Description automatically generated

Kiln Point Site Plan

A map of a golf course

AI-generated content may be incorrect.

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