

INVITATION TO TENDER

From Foundation for Common Land (on behalf of the National Trust)
For Nest finding and monitoring element of Shropshire Hills Whinchat Project
Contact Renée Wallace, Project Officer, Our Upland Commons

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1. Overview

The Foundation for Common Land and its partners in the **Our Common Cause: Our Upland Commons Project** wish to appoint a Consultant/Contractor to deliver the nest finding and monitoring element of a project focusing on Whinchat on common land in Shropshire (specifically Long Mynd). This three year project started during the nesting season of 2021 and the successful contractor will work as part of a wider project team including a team of ringers and habitat assessment volunteers and a site contact. The successful nest finding contractor will work closely with another contractor (already appointed and referred to as the Whinchat Co-ordinator) who has overall project management responsibility, to deliver the project activities indicated below during the nesting season of 2022 and 2023.

Whinchat is on the national Red List of Birds of Conservation Concern. It is also on the Red List of Breeding Birds of Conservation Concern in Shropshire. Its population in Shropshire is now restricted to the Long Mynd, and has declined by about 75% in 25 years, to less than 50 pairs. It is restricted to areas with bracken.

The OCC Whinchat Project aims to discover the reasons for the population decline and develop ways of reversing it.

- Breeding success will be assessed in relation to the different bracken and other habitats, to see if declines are more marked in some habitats than others. In particular, bracken with bracken litter understorey appears to be less favoured than mixes of bracken with heather and / or grass. That will be verified, in the field, and through desk-top analysis of whether bracken control and / or changes in sheep densities over the past 20 years have had any noticeable effect.
- In the light of the results, bracken management trials will be undertaken and assessed in the second and third years of the project.

Tenders should be in the region of (but not exceeding) £12,400 excluding vat.

2. Location

The Project takes place on common land on the Long Mynd, see attached map.

3. Background

The Foundation for Common Land and a broad partnership of organisations have secured a Heritage Grant from the National Lottery Heritage Fund to deliver a landmark project that will conserve and enhance the cultural and natural heritage of commons and commoning in upland England, working in the Lake District, Dartmoor, the Yorkshire Dales and Shropshire Hills. The project will be delivered between March 2021 and April 2024

You can find out more about the Our Upland Commons Project and Partnership at <https://foundationforcommonland.org.uk/our-common-cause>

3. Scope of Services Required including Outputs

1. Nest finding

The contractor is required to find and accurately record details of location of at least 30 active Whinchat nests during each of the two nesting seasons which include an initial assessment of the features and habitat around the nest site. Experience tells us that nest finding should take place during a three to four week window starting 15th May each year. As nest failure/reasons are part of this project, most nests will have to be located in the first 7-10 days of this window. Close liaison with the site contact, the Whinchat Co-ordinator and the team of ringers will be required.

Output:

- Accurate location details of at least 30 Whinchat nests.

2. Monitoring of nest outcomes

Nest outcomes should be monitored using trail cameras and thermacrons (temperature probes) on each nest to collect data on events surrounding nest failures and predation.

Outputs:

- Relevant trail camera footage and thermacron data

3. Other Reporting

Support the recording and reporting of Our Upland Commons delivery to the Heritage Lottery and other funders by updating the Project Officer and Whinchat Co-ordinator on progress (verbally or by email) for quarterly NLHF claims. Recording volunteer hours and in-kind contribution of landowner's or commoners time. Cooperate with consultants appointed to evaluate the Our Upland Commons Project.

Outputs

- A brief end of year report
- Verbal/email updates on progress as reasonably requested by project team.
- A record of volunteer involvement, attendance at public events and involvement by commoners and employees of other organisations.

Note: The OUC project team will support record keeping etc to ensure it is as simple and undemanding as possible while still meeting the requirements of project funders.

Intellectual Property Rights

Intellectual property rights for the concepts and proposals developed under this contract will belong to the Foundation for Common Land and the successful consultant.

National Lottery Heritage Fund Requirements

National Lottery Heritage Fund must be acknowledged in accordance with their guidance, on any outputs or communications/advertising material. Any digital outputs must comply with NLHF's requirements which can be found on their website.

4. Skills and Experience Required

The successful consultancy/ contractor should demonstrate that the named individuals delivering this project have the capacity (in light of the very short time window), suitable skills and qualifications to deliver the project including a robust methodology. This should include estimates of the time required to find and record the minimum of 30 Whinchat nests and their proposals to improve on that number. It should also evidence successful delivery of similar projects by the consultancy.

In particular, it should demonstrate skills and experience in the following areas:

- Whinchat nesting habitats
- Whinchat nest finding
- Accurate location recording
- Use of trail cameras and thermacrons
- Nest failure monitoring and analysis
- Team working with other contractors

5. Budget and Schedule

- This work is funded through a partnership project, and the main contributor is the National Lottery Heritage Fund.

- The budget for this contract is in the region of £12,400 exc. VAT to include all consultant time, travel expenses, materials and any other expenses associated with the work.
- Materials provided by the successful contractor should include at least 30 trail cameras with SD cards and batteries (on a rental basis so these will remain with the contractor or their third party at the end of the project). The project already has 30 thermacrons (five were funded in year 1 of this project) which the successful contractor will be able to use. Contractor to provide software and other materials needed for analysis of data from the trail cameras and thermacrons.
- The completion date for the contract is December 2023.
- Payment will be made in staged payments to be agreed on award of contract. The Tender should include a proposed payment schedule with payments linked to the completion of identified milestones. Unless otherwise agreed, payments will be in arrears for work completed.

6. Available Materials

- General information about the initiative can be found at:
<http://www.foundationforcommonland.org.uk/>

7. Contract Management

This contract will be managed by the Our Common Cause Project Officer Renée Wallace who is employed by the National Trust and seconded to the Foundation for Common Land. The contract will be with the National Trust and will need to comply with the Trust's General Terms & Conditions (attached). Day to day liaison will be with the Whinchat Co-ordinator.

8. Health and Safety and Insurance

The contractor will be responsible for the health and safety of its employees, volunteers and participants in events and activities it is delivering, as well as for ensuring that none of the work it is delivering under this contract adversely affects the health or safety of the public or any other persons.

The contractor will be required to produce a suitable risk assessment covering the works delivered under this contract prior to the commencement of the contract, and to provide any documentation relevant to the safe delivery of the project.

The contractor will need to demonstrate evidence of the following insurance policies:

- Employers liability £5 million
- Public Liability £5 million
- Professional Indemnity Insurance £1 million (or demonstrate that the advice given under this contract is covered by the contractors public liability policy).

9. Timetable

The tender application should include a timetable of key project milestones, showing when main outputs are scheduled. Key dates for set up of contract are shown below.

MILESTONE	DEADLINE
<i>Submit tenders in response to this brief</i>	<i>February 4th 2022</i>
<i>Selection of preferred contractor (including possible telecall/meeting to discuss the work further)</i>	<i>WC February 7th 2022</i>
<i>Contract start date and inception meeting</i>	<i>WC February 14th 2022</i>
<i>Nest fining and monitoring activities</i>	<i>Nesting season 2022 and 2023 (a short 3-4 week window starting 15th May*)</i>
<i>Completion of all works and submission of final report for each nesting season</i>	<i>December 2022 and 2023</i>

* Subject to an assessment by the Whinchat Co-ordinator this deadline may be changed to ensure it matches the actual breeding window if this is affected by unusual weather conditions

10. Tender Submission

Please submit a short proposal (no more than 12 sides A4) outlining how you would approach this work to renee@foundationforcommonland.org.uk by **5pm on February 4th 2022**. We will aim to finalise the appointment by February 18th 2022.

Your proposal should include:

- An outline of how you would deliver the work, including approach to surpassing the target of 30 nests found and monitored,
- Details and relevant experience and qualifications of the individual(s) who will be delivering the work,
- Examples of similar work completed for other projects including any NLHF projects,
- An outline budget broken down into the different components of the work:
 - The fee structure for the individual/s involved including estimated time allocation
 - Estimated costs for materials and equipment, travel and any accommodation or other subsistence
 - Total cost for all work and expenses, excluding VAT
 - VAT status.
- A timetable outlining key milestones and outputs; and a proposed payment schedule with payments linked to the completion of the identified milestones.

11. Selection Criteria

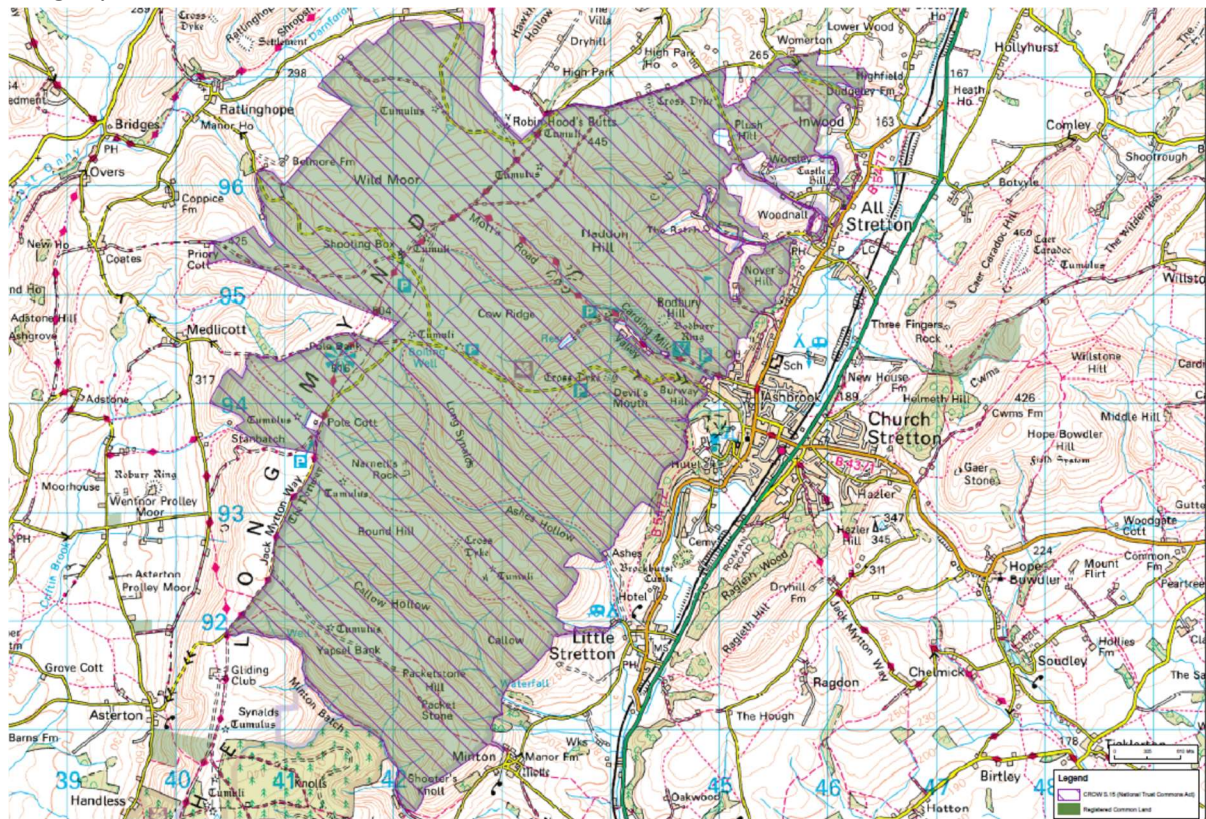
	Proposed Methodology (approach to the work, scope of proposed delivery, response to the tender)	Suitability for the Work (Experience of delivering similar projects, skills and qualifications of team, sector knowledge)	Value for Money (Proposed day rates, allocated costs compared to scope of delivery)
Weighting	35%	35%	30%

NB Tenders significantly over proposed value of tender (I.R.O £12,400 exc Vat) will not be considered. The Project Manager/Project Officer reserves the right to reject the proposal if they are not satisfied with the content and/or not to appoint the cheapest or any tender for any reason.

Additional information

1.1. Map

Long Mynd



1.2. NATIONAL TRUST GENERAL TERMS AND CONDITIONS OF PURCHASE

1 INTERPRETATION

In these Contract Terms, the following definitions apply:

"Contract" means each contract for the supply of Goods and/or Services in accordance with the Contract Terms;

"Contract Terms" means these general terms and conditions of purchase and any special conditions agreed in writing between the Purchaser and the Supplier;

"Goods" means the goods (or any part of them, including any instalment, component, part of or raw materials used in such goods) described in an Order; "Materials" All copy, design work, art work, reports, information and other materials generated or supplied by the Supplier in the course of providing the Goods and/or Services.

"Purchaser" means the company or body within the Purchaser Group which is named on the Order;

"Purchaser Group" means the National Trust for Places of Historic Interest or Natural Beauty, registered charity number 205846 (the "National Trust") and any company or legal entity controlling, controlled by or under common control with the National Trust. In this definition "control" means the ownership directly or indirectly of 50% or more of the voting shares or the power to direct or cause the direction and management of the affairs and policies of a company or legal entity in accordance with its wishes;

"Order" means the Purchaser's purchase order for Goods and/or Services;
"Services" means the services (if any) described in the Order;
"Specification" means any description or specification for the Goods (including related plans and drawings) or Services agreed in writing by the Purchaser and the Supplier; and
"Supplier" means the person, firm or company from whom the Purchaser purchases the Goods and/or Services.

2 BASIS OF PURCHASE

2.1 An Order constitutes an offer by the Purchaser to purchase the Goods and/or acquire the Services subject to the Contract Terms.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier accepting the Purchaser's Order; or

2.2.2 any act by the Supplier consistent with fulfilling the Order, including (a) the commencement of any work by the Supplier, or (b) the delivery of any Goods or the performance of any Services by or on behalf of the Supplier, on which date the Contract shall come into existence.

2.3 The Contract Terms shall apply to each Contract to the exclusion of any other terms and conditions which the Supplier purports to incorporate, including any terms and conditions on any quotation which has been given to the Purchaser or to which the Supplier refers when accepting the Order.

2.4 No variation to the Contract, including to an Order or to the Contract Terms, shall be binding unless agreed in writing by the Purchaser's authorised representative.

2.5 To the extent that any special conditions agreed in writing between the Purchaser and the Supplier are inconsistent with these general terms and conditions of purchase, the provisions of the special conditions shall prevail.

3 SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with the Order (including as to quantity and description) and any applicable Specification and/or sample;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication;

3.1.3 be free from defects in design, materials and workmanship; and

3.1.4 be marked in accordance with the Purchaser's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination undamaged and in good condition.

3.2 Goods made to the Purchaser's bespoke Specification shall not be manufactured for or supplied to any other party.

3.3 The Supplier shall inform the Purchaser of any information relating to possible risks to health and safety and environmental issues related to the Goods. The Supplier shall provide to the Purchaser on request such other information about the Goods as the Purchaser requires.

4 SUPPLY OF SERVICES

4.1 The Supplier shall for the duration of the Contract supply the Services to the Purchaser in accordance with the terms of the Contract, any applicable Specification and the instructions of the Purchaser.

4.2 The Supplier shall meet any performance dates specified in the Order or that the Purchaser notifies to the Supplier and time is of the essence in relation to any performance dates.

4.3 The Supplier shall:

4.3.1 perform the Services diligently and with all due skill and care and in accordance with good industry practice in the relevant trade(s);

4.3.2 ensure that the Services are performed by appropriately trained and qualified personnel; and

4.3.3 not do or omit to do anything which may cause the Purchaser to lose any licence, authority or other permission upon which it relies for the purpose of conducting its business.

5 INSPECTION AND TESTING

The Purchaser shall be entitled to inspect and test the Goods prior to dispatch and to test the Services at any time during performance, without relieving the Supplier of the Supplier's obligations under the Contract. The Supplier shall provide the Purchaser with such reasonable assistance as it may require in order to carry out such inspection or testing. If following such inspection or testing the Purchaser considers that the Goods and/or Services do not comply or are unlikely to comply with the Contract, the Supplier shall promptly take such remedial action as is necessary to ensure compliance.

6 PRICE

6.1 The price of the Goods and Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable VAT and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery. Any additional charges agreed with the Purchaser before delivery, such as overnight or small order charges, must be shown separately on the Supplier's invoice.

6.2 No increase in the price may be made for any reason without the Purchaser's prior written consent.

6.3 In respect of the Services, the price shall be the full and exclusive remuneration of the Supplier in respect of its performance of the Services, including all costs and expenses of the Supplier incurred in connection with the performance of the Services, unless otherwise agreed in writing in advance by the Purchaser.

7 PAYMENT

7.1 Unless otherwise stated by the Purchaser, the Purchaser shall pay the price of the Goods and/or Services 30 days from the later of (a) the date of invoice, or (b) the date the Goods and/or Services are received, provided that a valid invoice, quoting the Order number, is received by National Trust Supplier Invoices at PO Box 352, Darlington, DL1 9QQ or supplierinvoices@nationaltrust.org.uk and provided that the Supplier has complied with clause 7.4.

7.2 Time of payment shall not be of the essence.

7.3 The Purchaser may set off against the price any sums owed to the Purchaser by the Supplier.

7.4 The Supplier will sign up to the Proactis portal using the process set out by the Purchaser to enable payment to be made using the Purchaser's systems. The Supplier shall keep their Proactis account details confidential at all times.

8 DELIVERY

8.1 The Supplier shall deliver the Goods on the date specified in the Order or such other date as agreed in writing between the parties.

8.2 Delivery shall be deemed to be made on receipt of the Goods and/or Services by the Purchaser at the place of delivery specified in the Order during the Purchaser's normal business hours in accordance with the terms of the Contract.

8.3 Time of delivery of the Goods is of the essence.

8.4 A delivery note quoting the Order number must accompany each delivery.

8.5 The Supplier must not deliver the Goods in instalments unless previously agreed in writing with the Purchaser. If Goods are to be delivered in instalments, the Contract will be treated as a single contract and not severable.

9 RISK AND TITLE

9.1 Risk of damage to or loss of the Goods shall pass to the Purchaser on delivery in accordance with the Contract.

9.2 Title to the Goods shall pass to the Purchaser on delivery or, if earlier, when payment for the Goods is made.

9.3 If the Purchaser properly rejects any Goods the risk in and title to those Goods shall revert to the Supplier.

10 COMPLIANCE

10.1 The Supplier shall comply with all applicable statutory and regulatory requirements, regulatory policies, guidelines or industry codes relating to the manufacture, product safety, packaging, labelling, sale, storage, handling and delivery of the Goods and performance of the Services, including concerning hazardous substances.

10.2 The Supplier shall not engage in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 and shall notify the Purchaser promptly in the event that it is subject to any investigation in respect of bribery or modern slavery.

10.3 The Supplier shall have and maintain in place throughout the term of this Agreement policies and procedures relating to (anti) modern slavery and supply chains and anti-bribery.

10.4 The Supplier shall ensure that the Purchaser's use of any Materials will not infringe the intellectual property rights of any third party.

10.5 The Supplier shall at all times whilst on the Purchaser's premises (and shall procure that its employees, agents and subcontractors) observe and comply with all health and safety rules and regulations and any other security and safety requirements and rules that apply to those premises, copies of which shall be supplied on request.

10.6 The Supplier shall ensure that at all times it has and maintains any licences, permissions, consents or other permits it requires to carry out its obligations under the Contract.

11 RIGHTS AND REMEDIES ON DEFAULT

11.1 Without prejudice to any other right or remedy available to the Purchaser, if any Goods are not supplied or Services are not performed on the due date or in accordance with the Contract then the Purchaser shall be entitled to:

11.1.1 terminate the Contract or Order (or any part of an Order) with immediate effect by giving written notice to the Supplier;

11.1.2 reject the Goods (in whole or in part) whether or not title has passed and return those Goods to the Supplier at the Supplier's expense;

11.1.3 require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days;

11.1.4 treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price already paid whether or not on previous occasions of the Supplier's breach the Purchaser has required or given the opportunity to the Supplier to repair the Goods or to supply replacement Goods or Services;

11.1.5 purchase substitute items or services elsewhere and recover from the Supplier any loss or additional costs incurred; and/or

11.1.6 claim damages for any additional losses or expenses incurred by the Purchaser arising from the Supplier's failure to supply Goods or Services in accordance with the Contract.

12 INDEMNITY

12.1 The Supplier shall indemnify the Purchaser in full against all liabilities, losses (whether direct or indirect and including loss of profits) and expenses (including legal expenses) awarded against or incurred by the Purchaser as a result of or in connection with:

12.1.1 a breach of any warranty relating to the Goods or the Services;

12.1.2 any claim that the Goods infringe the intellectual property rights of any person;

12.1.3 any claim made against the Purchaser in respect of any breach or alleged breach by the Purchaser of any statutory provision, regulation or other rule of law arising from the Supplier's acts or omissions or those of the Supplier's employees, agents or sub-contractors;

12.1.4 any liability under legislation relating to consumer protection, product liability, health and safety at work, or environmental protection in respect of the Goods and/or the Services; and

12.1.5 any act or omission of the Supplier or the Supplier's employees, agents or sub-contractors in supplying, delivering or installing the Goods or in performing the Services, including (but not limited to) any injury, loss or damage to persons caused or contributed to by the negligence of the Supplier, the Supplier's employees, agents or sub-contractors or by faulty design, workmanship or materials.

13 FORCE MAJEURE

Neither the Supplier nor the Purchaser shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of their respective obligations if the delay or failure was beyond their reasonable control. Illness or shortage of the Supplier's staff or subcontractors or the failure or delay by any of the Supplier's sub-suppliers to supply goods, components, services or materials shall not be regarded as causes beyond the Supplier's reasonable control.

14 CONSTRUCTIONLINE

The Supplier will sign up to and maintain registration with Constructionline and a Safety Scheme in Procurement accredited company on the Purchaser's request.

15 TERMINATION

15.1 Any Order and / or any Contract may be cancelled at any time by the Purchaser giving the Supplier notice in writing. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, if all such work is delivered to the Purchaser. The Purchaser's liability is strictly limited to work in progress, and no further loss or liability will accrue.

15.2 The Purchaser shall be entitled to terminate the Contract immediately without liability to the Supplier, and reserving all rights, by giving notice to the Supplier at any time if:

15.2.1 the Supplier is in material breach of any of the Supplier's obligations and that breach cannot be remedied or if that breach can be remedied but the Supplier fails to do so within 30 days starting on the day after receipt of notice from the Purchaser;

15.2.2 the Supplier commits more than one breach of any of the Supplier's obligations and the cumulative effect of such breaches is that the Purchaser reasonably believes that the Supplier will continue to deliver a substandard performance;

15.2.3 the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or bankruptcy or an encumbrancer takes possession or a receiver is appointed of any of the Supplier's property or assets, or the Supplier is unable to pay its debts as and when they fall due; or

15.2.4 the Purchaser reasonably believes that any of the events mentioned in this clause 15.2 is about to occur and notifies the Supplier accordingly.

16 CONFIDENTIALITY

16.1 All information supplied to the Supplier at any time is and remains the Purchaser's property and must be returned on request.

16.2 The Supplier shall not at any time disclose to any person any confidential information concerning the business or affairs of the Purchaser, other than to such of its employees, representatives or sub-contractors who need to know such information for the purposes of carrying out the Supplier's obligations under the Contract or as otherwise may be required by law or a court or regulatory authority. The Supplier shall not use the Purchaser's confidential information for any purpose other than performing its obligations under the Contract. The Supplier shall ensure that its employees, representatives and sub-contractors comply with this Clause 16.2.

16.3 The Supplier may only refer to the National Trust being a customer of the Supplier for so long as it continues to be a supplier to the Purchaser Group. The Supplier may not use the Purchaser Group's logos for its own marketing purposes.

17 FURTHER ASSURANCE

17.1 If the Services involve the production of bespoke Materials for the Purchaser, the Supplier shall assign the intellectual property rights to the Purchaser on request and undertakes to execute all documents and do all acts and things as may, in the opinion of the Purchaser, be necessary or desirable to vest those intellectual property rights in the Purchaser, including procuring any necessary licence from third parties.

18 DATA PROTECTION

18.1 The parties do not expect that the Supplier shall process personal data on behalf of the Purchaser under the Order. In the event that the Supplier does process personal data on behalf of the Purchaser the Supplier shall notify the Purchaser immediately in writing and the Supplier shall enter into a data processing agreement, and where necessary complete a Data Protection Risk Assessment, with the Purchaser, in the form specified by the Purchaser.

18.2 The Supplier shall ensure that it complies with any applicable legislation relating to data protection and privacy ("Data Protection Legislation") and shall not do anything (by any act or omission) to place the Purchaser in breach of the Data Protection Legislation.

19 GENERAL

19.1 Nothing in this Purchase Order is intended to create an exclusive relationship between the Supplier and the Purchaser to procure a minimum or maximum number of Goods and/or Services from the Supplier from time to time.

19.2 Orders are personal to the Supplier and the Supplier shall not transfer, assign, charge, dispose of or deal in any manner, or purport to do so, with any of its rights or beneficial interests under the Contract.

19.3 The Supplier shall not without the Purchaser's prior written consent subcontract, assign, transfer or deal in any other manner with all or any of the Supplier's obligations under the Contract.

19.4 Any waiver by the Purchaser of any breach is not, and shall not be deemed, a waiver of any subsequent breach.

19.5 Failure or delay by the Purchaser in exercising any right or remedy under this Contract shall not operate as a waiver of, or otherwise prejudice, any of the Purchaser's rights or remedies.

19.6 If any provision of the Contract Terms is held by any competent authority to be invalid or unenforceable in whole or in part that shall not affect the validity of the remaining provisions.

19.7 The Supplier shall at all times maintain insurance cover with a reputable insurer against its liabilities under the Contract (including product liability and public liability insurance) for a minimum of five million pounds sterling (£5,000,000) per claim (or such other amount as agreed with the Purchaser) and shall produce the insurance policy and latest premium receipt to the Purchaser on demand. Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Supplier's liability and the Supplier shall notwithstanding such limitation remain liable to the Purchaser without offset or counterclaim.

19.8 The Contract shall be subject to English law and to the exclusive jurisdiction of the courts in England.

19.9 The Contract does not create or confer any benefit or right enforceable by any person not a party to it. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term, other than the National Trust who may enforce the rights as if were another member of the Purchaser Group.