

SOUTH WEST PROTECTED LANDSCAPES

INVITATION TO TENDER

CORDIALE LANDSCAPE MAPPING AUDIT OF PRACTICE

To advise SWPLF how best to capture current mapping practices with a view to developing an online searchable database of landscape mapping practices undertaken by AONBs in SW England and NW France PNRs.

To develop and publish an open source, web based database of landscape mapping practices, primarily based on current practice by CORDIALE partners.

To analyse the CORDIALE landscape mapping database and prepare a report to partners on gaps in the breadth of techniques and approaches employed. Drawing on experience from across European Protected Landscapes identify good practice and present a case for CORDIALE partners moving toward a common approach to landscape mapping and monitoring.

Lead Partner: South West Protected Landscapes (SWPL)
Invested in under the INTERREG IVa Programme

BACKGROUND

1.1 SWPL is managing the landscape mapping work that forms part of the CORDIALE project. A cross border project invested in under INTERREG IVa Channel Programme to a total value of £3.2 million.

SWPL on behalf of the **CORDIALE** Partners wishes to appoint a suitably qualified contractor to advise on gathering landscape mapping data, to develop and publish an online database and to complete a report analysing current practice and pointing partners toward best practice in landscape mapping and monitoring.

1.2 South West Protected Landscapes Forum

South West Protected Landscapes (SWPL) is the umbrella body for the 2 National Parks and 12 Areas of Outstanding Natural Beauty across south west England. SWPL provides a bridge between the separately-run protected landscape areas to assist and encourage them with sharing of knowledge and experience, promotion of learning, development of skills, co-ordination, joint working, strategic planning and promotion.

1.3 SWPL is the lead body for the landscape mapping element of the CORDIALE project.

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1.4 **CORDIALE INTERRG IVa Project**

1.5 The CORDIALE project bid was approved by the Joint Technical Secretariat on October 14th 2010. The Project will run until June 2013

1.6 THE CORDIALE Partners are: Devon County Council (Lead Authority), SWPLF, Tamar Valley AONB, North Devon Coast AONB, University of Plymouth, PNR Amorique, PNR Marais, CIVAM, Chambre D'Agriculture Brittany.

1.7 CORDIALE bid aims to:

- Build deeper understanding of the distinctive character of landscapes in the cross-border region.
- Inspire stakeholders and communities to engage with landscapes in the cross-border region.
- Promote the multiple benefits provided by landscapes in the cross-border region.
- Support integrated decision making and delivery.

1.8 The CORDIALE bid document is available from:

<http://www.southwestlandscapes.org.uk/CrossBorderBid.asp>

2. OVERALL AIM OF THE LANDSCAPE MAPPING AUDIT OF PRACTICE

2.1 The landscape mapping audit is a critical first step in the CORDIALE cross border project. The audit aims to capture a wide range of current approaches employed by partners mapping landscapes and monitoring change (see appendix 1 for our definitions of landscape, mapping and monitoring). A chance for partners to exchange practice and understand the merits and dis-merits of various approaches.

2.2 The online database will allow partners easy access to information about landscape mapping and monitoring techniques and make good practice readily available.

2.3 The Landscape mapping report is a chance to draw in mapping and monitoring experience from more widely across the EU and protected landscape areas, identify gaps and present partners with a route map for adopting common approaches to landscape mapping and change monitoring.

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3 RELATED CONTRACTS

Contractors should be aware of related works being developed as part of the CORDIALE project and will be expected to ensure opportunities for sharing information and data gathering are actioned and that information is provided to University of Plymouth researchers promptly.

3.1 A **Buildings Audit contract** will be let by University of Plymouth to look at current practice in identifying and conserving historic buildings that use earth materials in their construction.

3.2 A **Farming Audit contract** will be let by PNR Amorique to look at sustainable farming practices and the support offered by AONBs/PNRs to the production and marketing of local produce.

3.3 A **Combined Audit report** drawing together the learning from all three audit projects will be produced by researchers at the University of Plymouth.

3.4 The CORDIALE project through Devon County Council will be commissioning a project website to provide a public face for the project and assist partners in project management. Contractors will be required to work with the CORDIALE project website developers to ensure cross compliance and compatibility in all CORDIALE outputs.

4. CONTRACT DETAIL – Landscape Mapping Audit of Practice

4.1 The contract is to be completed by August 1st 2011. Tenders will be assessed primarily on the quality of the submission and proven ability of the contractor to deliver what is required on-time and to a high level of quality.

4.2 Stage One of the contract will be to advise the Landscape Mapping Steering Group as to the best approach to capturing the range of mapping and monitoring approaches being employed by partners. This work will be a desktop exercise with face to face meetings with the SWPL Collaboration Manager and the Landscape Mapping Steering Group.

4.3 Stage Two of the contract will be to use the data gathered by CORDIALE partners to develop and publish an online, searchable database of landscape mapping and change monitoring approaches. This data will primarily be drawn from the CORDIALE wider partnership (SW AONBs/NPAs and the NW France PNRs) and may require some clarification follow up with partners.

4.4 The requirements of the database are:

- Built using open source packages (for example Dupla) – so that the database can be moved to alternative hosts and updated,

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- Easily searchable by 'mapping' technique and by protected area,
- Easily edited and updated by a range of CORDIALE partners
- Easily accessible from partner websites
- Compatible with and hosted alongside the CORDIALE main website.

4.4 Stage Three of the contract will be to undertake an analysis of the current approaches employed by CORDIALE Partners to landscape mapping and change monitoring. The analysis will be developed with the LM Steering Group and be presented in the form of a short report. The report should cover:

- A SWOT analysis of current practice
- A Gap analysis drawing on landscape mapping practice from across the EU and protected area network
- A proposal for developing CORDIALE partners mapping practice with a view to setting out moves toward a common cross border approach to mapping landscape and monitoring change.

4.5 Details of the south west Protected Landscape Areas can be found at: <http://www.southwestlandscapes.org.uk/LandscapeLinks.asp>

5 CONTRACT OUTPUTS

5.1 Attend and contribute to a project inception meeting with SWPL and the CORDIALE landscape Mapping Steering Group in order to detail and agree your approach to the contract and confirm understanding of all milestones, outputs and outcomes.

5.2 Provide advice to SWPL on the best approach to capturing current landscape mapping and monitoring practice undertaken by CORDIALE partners – A short written report.

5.3 Develop a 'dummy' online searchable database of landscape mapping and monitoring techniques using data provided by SWPL. To undertaking a testing process with the CORDIALE LM Steering Group.

5.4 Publish the tested online, searchable database of landscape mapping and monitoring techniques to the World Wide Web using the same hosting arrangements as the CORDIALE web site.

5.5 Produce a report setting out a SWOT and gap analysis of the current approaches employed by CORDIALE Partners to landscape mapping and monitoring and chart a way forward that moves toward a common cross border approach.

5.6 Meet with SWPL and University of Plymouth to ensure that report finding are appropriately translated and represented in the Combined Report.

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6. CONTRACT MANAGEMENT & COPYRIGHT

6.1 For the purposes of delivering this contract SWPL has set up a 'Landscape Mapping Steering Group'. This group comprises representative from each of the participating CORDIALE partners, the CORDIALE Project Manager and chaired by SWPL Collaboration Manager.

6.2 Day to day management of the contract will be provided by the SWPL Collaboration Manager working with the CORDIALE Project Manager.

6.3 The results and all intellectual property rights whatsoever which are produced as a result of this contract, shall be the property of SWPL on behalf of the CORDIALE partners. The commissioning parties will have the right to use the results and to determine whether results of, or reports on, the project shall be published and whether the material or results shall be exploited commercially, and, if so, on what conditions.

7 CONTRACT DEADLINES / MILESTONES

7.1 The contractor will be expected to work within the following deadlines. This is essential due to funding requirements and will be the essence of the contract signed with SWPL by the contractor.

Due On or Before Date:	Task to be completed:
14 th Feb 2011	Attend project inception meeting
14 th Feb 2011	Complete stage one of the contract.
23 rd March 2011	All mapping and monitoring data gathered by SWPL to have been passed to the contractor.
1 st May	Test version of online database presented to CORDIALE partners
1 st June 2011	Completion of stage two of the contract
1 st July 2011	Presentation of draft report to LM Steering Group
31 st July 2011	Completion of stage three of the contract
15 th September 2011	All Liaison with SWPL and University of Plymouth regarding the drafting of the Combined report completed

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8 TENDERING TIMESCALE

8.1 Tenders for the contract must be received at the address given below by **12:00pm on 31st January 2011**. Submissions received after this time and date, or any envelopes that are incorrectly marked (see section 9), will not be considered.

8.2 We anticipate the contract will be awarded by **February 4th, 2011**

8.3 We anticipate that the project inception meeting will be held on the **14th February 2011**.

9 TENDER SUBMISSIONS

9.1 Contractors are invited to submit costed tenders for undertaking this work. The overall cost of the contract should be broken down using the contract output milestones in section 7.

9.2 Tenders should provide clear evidence of previous experience of relevant survey project. You must be able to demonstrate that you have the capacity to deliver this contract within the set deadlines and to a high quality standard.

9.3. Your tender submission should also include the following information:

- A signed copy of the official tender form (**NB this is compulsory**)
- A methodology of how you would undertake the contract. This should include your understanding of the work required, your proposed approach, main activities, your protocol for keeping expenses and travel to a minimum and any issues you would need to address.
- Details of key staff who would be involved in these contracts, including their relevant experience and the role that each would play in delivering this work.
- Examples of similar projects that you have undertaken.
- Contact details for referees from two current or past relevant projects.
- Please indicate clearly if VAT is payable and if you are VAT registered.

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9.4 Addressing tenders:

Please note the following information and ensure you conform with the specific conditions. Failure to conform to these conditions may mean that your tender is declared invalid and eliminated from consideration.

(a) Closing Date

All responses must be received by **12.00 noon on Monday 31st January 2011** at the address below.

(b) Tender Submission

Tenders should be submitted in a sealed envelope clearly marked as follows:

Confidential Tender – CORDIALE AUDIT Contract

Attention: Christopher Walledge
C/o DNPA
Parke, Bovey Tracey
Newton Abbot
Devon TQ13 9QL

NB Fax and email documents will not be considered to constitute valid tender submissions

Note: Deliveries by hand should be lodged with reception at the above address.

10. CRITERIA FOR THE AWARD OF CONTRACT

10.1 The contract awards will be made on the basis of the most economically advantageous tender solution based on the following award criteria and percentage weightings:

- 30% in relation to price.
- 80% in relation to qualitative proposals and information supplied, of which:
 - 50% Methodology
 - 10% Key staff details
 - 30% Examples of previous relevant experience and referees.

10.2 Please note that any costs incurred in preparing your tender are entirely at your own risk.

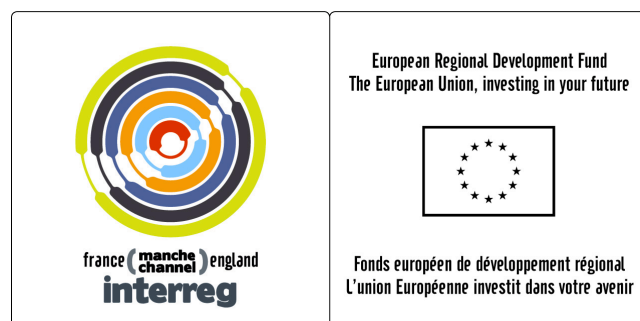
10.3 SWPL reserves the right not to accept the lowest or any tender submission received.

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11. PAYMENT TERMS

11.1 The contractor will be paid on completion of the relevant milestones as set out in the contract. A retainer of 15% of the total project value will be retained until **15th September 2011**.

	Payment Milestones	Payment
1	Sign off of advice received by deadline	15%
2	Completion of test database.	10%
3	Online publishing of Landscape Mapping Audit Database.	30%
4	Completion and submission of final report.	30%
5	Retainer	15%
	Total	100%



This project is:

Part Financed by INTERREG IVa through the European Regional Development Fund 2007 – 2013: The European Union investing in your future.

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Appendix One – Our working definitions of landscape, landscape mapping and landscape monitoring

Landscape can be a difficult idea to grasp. There are as many perspectives on it as there are disciplines using it! For the sake of an initial common ground, therefore, we share with the European Landscape Convention the view of landscape as being not simply about the visual or the 'environment', but the world '*as perceived by people*'.

This understanding allows the concept of landscape to be used to make connections between people, between people and places, and between society and its environment.

The diversity of landscape research arises from complex and interconnections between culture and landscape on the one hand and physical environments and ecological systems on the other. Landscape is fluent and unfixed, a living, changing resource which should be used in sustainable ways. The construction and consumption of landscape is a social process, but it is also the product of long-term natural and human processes in the past; it is subject to continued change through physical processes but also through cultural (re)interpretations.

The CORDIALE project is interested in the interactions of all these factors and strives for a greater understanding and dialogue around landscape so that we can move closer to fully-integrated landscape research 'upstream' with 'downstream' application by policy makers, planners, developers and across civil society as a whole.

Landscape mapping we are looking to consider all the ways in which the CORDIALE partners are collecting data on the special qualities of their designated landscapes – this can be mapping of scheduled monuments, biodiversity assets and extends to cover elements of landscape character such as hedges and boundaries to individual veteran trees

Landscape Monitoring will consider the actions of CORDIALE partners to identify or otherwise track changes in the special qualities of landscape brought about by wide range of forces for change – for SW England these forces for change are detailed at:

<http://www.southwestlandscapes.org.uk/ManagementPlans09.asp>

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Appendix Two

GENERAL CONDITIONS OF CONTRACT

1. Definitions

“the Contract”	shall mean	this Contract for the provision of the Goods and Services or any subsequent order thereof
“SWPL”	shall mean	South West Protected Landscapes, c/o Dartmoor National Park Authority
“the Goods”	shall mean	the data or goods or materials or articles or things described in the Contract
“the Services”	shall mean	the collection of the Goods and the provision of the Services described in the Contract

2. Provision of the Services

- 2.1 The Supplier shall provide the Services in accordance with and as specified in the Contract. SWPL shall have the power to inspect and examine the performance of the Services at any reasonable time.
- 2.2 If SWPL informs the Supplier that SWPL considers any part of the Services to be inadequate or in any way differing from the Contract, the Supplier shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by SWPL
- 2.3 Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date
- 2.4 The Supplier warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements

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3. Quality and Description

- 3.1 The Services shall conform as to the quantity, quality and description with the particulars stated in the Contract;
- 3.2 The Goods shall conform as to the quantity, quality and description with the particulars stated in the Contract; shall be of sound materials and workmanship; shall be equal in all respect to the specifications provided or given by either party; and shall be fit for the purpose for which they are required.

4. Inspection and Testing

- 4.1 It shall be the responsibility of the Supplier to inspect and verify any Goods before delivery so as to ensure their compliance with the Contract.
- 4.2 If upon delivery or as a result of any inspection or test SWPL's representative is of the reasonable opinion that the Goods do not comply with the Contract, SWPL shall inform the Supplier accordingly in writing and the Supplier shall take such steps as may be necessary to ensure such compliance

5. Installation

Any Goods shall be delivered by the Supplier for installation at, or despatched for delivery to, the place or places and on the date and time specified in the Contract or as subsequently agreed between the parties

6. Title and Risk

- 6.1 Subject to the provisions of clause 6.2 below, the property and risk in the Goods shall pass to SWPL upon delivery, without prejudice to any right of rejection which may accrue to SWPL under these conditions
- 6.2 If the Supplier postpones data delivery at the request of SWPL, the Goods shall remain at SWPL's risk.

7. Rejection

- 7.1 SWPL may by notice in writing to the Supplier reject the Goods if the Supplier fails to comply with his obligations hereunder and may also by notice in writing to the Supplier given within twenty eight days after installation, reject any Goods which are found not to be in accordance with the Contract
- 7.2 SWPL shall when giving notice of rejection specify the reasons therefore and shall thereafter permit the Supplier to recover the rejected Goods at the Supplier's risk and expense. In such case, the Supplier shall within

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a reasonable time replace such rejected Goods with Goods which are in all respects in accordance with the Contract

- 7.3 Any money paid by SWPL to the Supplier in respect of any rejected Goods not replaced by the Supplier within a reasonable time, together with any additional expenditure over and above the price specified in the Contract reasonably incurred by SWPL in obtaining other Goods in replacement shall be paid by the Supplier to SWPL

8. Damage or Loss in Transit or During Installation

The Supplier will repair or replace, free of charge, any Goods that have been damaged in transit or are damaged during installation provided that SWPL shall have given to the Supplier written notification of any such damage or loss within 28 days of first becoming aware of such damage or loss.

9. Variations

Neither SWPL nor the Supplier shall be bound by any variation, waiver of or, addition to these conditions of contract except as agreed by both parties in writing and signed on their behalf

10. Time

- 10.1 The Supplier shall provide the Goods and/or the Services to SWPL at the time(s) specified in the Contract or as agreed by the parties hereto by any variation in accordance with clause 9 herein and under these conditions time shall be considered to be of the essence.
- 10.2 If the Goods and/or the Services or any portion thereof are not provided within the time or times specified or any extension of such time or times to the complete satisfaction of SWPL, SWPL shall be entitled to determine the Contract.
- 10.3 On such determination SWPL shall be entitled to recover from the Supplier any additional expenditure reasonably incurred by SWPL in obtaining other Goods and/or Services

11. Guarantee

- 11.1 The Supplier shall guarantee the workmanship in the Goods for a period of 12 months, commencing from the date that the delivery of the Goods is completed
- 11.2 If within the period after delivery of the Goods SWPL gives notice in writing to the Supplier of any defect in the Goods which shall arise under proper use from faulty design (other than a design made, furnished or specified by SWPL for which the Supplier has in writing disclaimed

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responsibility), or workmanship, then the Supplier shall with all possible speed rectify the defects without cost to SWPL

12. Payment

Payment of the price specified in the Contract, or such other price as shall have been agreed in writing, shall be made by SWPL to the Supplier in stages as specified in the contract, within thirty days of the delivery by the Supplier of an invoice requesting such payment in accordance with the schedule of payments set out in the contract.

13. Statutory Requirements

The Supplier warrants that the design, collection and quality of the Goods shall comply in all respect with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force;

14. Indemnity and Insurance

- 14.1 The Supplier shall maintain throughout the term of this Contract and at its own cost a comprehensive policy of insurance to cover the liability of the Supplier in respect of any act or default for which it may become liable to indemnify SWPL pursuant to the terms of the Contract
- 14.2 The Supplier shall indemnify SWPL in respect of all damage or injury to any person or to any property and against all actions, suits, claims, demands, costs, charges or expenses (including legal fees and costs incurred) occasioned by the negligence of the Supplier, his servants or agents.
- 14.3 The Supplier shall not be liable to SWPL for any damage or injury to the extent that the same is caused by or arises out of the negligence of SWPL or any other person.

15. Infringement of Patents

The Supplier shall fully indemnify SWPL against any action, claim, demand costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, registered design, trademark, or trade name protected in the United Kingdom by the use of the Goods and against all costs and damages which SWPL may incur in any action for such infringement or for which SWPL may become liable in any such action

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16. Assignment or Sub-Contracting

The Supplier shall not without the consent in writing of SWPL assign or transfer the Contract herein or sub-let the provision of the Goods and/or Services or any part or parts thereof to any other person

17. Bankruptcy/Liquidation etc.

In the event of the Supplier becoming bankrupt or making a composition or arrangement with its creditors or having a proposal in respect of its company for a voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986, SWPL shall be at liberty to cancel the Contract by notice in writing without compensation to the Supplier, or to give any receiver, liquidator, trustee or insolvency practitioner the option of carrying out the Contract **PROVIDED THAT** the exercise of the right under this clause shall be at the sole discretion of SWPL and shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to SWPL

18. Law of Contract

This Contract shall be construed and be subject to English Law and jurisdiction of the English Courts

19. Corruption

SWPL shall be entitled to cancel the Contract herein and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier shall have offered or given or agreed to give any person a gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any action in relation to the obtaining or execution of the Contract or any other Contract with SWPL or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with SWPL or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with SWPL, the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts, 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) Local Government Act, 1972

20. Force Majeure

Neither SWPL or the Supplier shall be liable to the other for any delay or failure by either party to perform its obligations under the Contract if any such delay or failure arises from any cause or causes beyond the reasonable control of either party, including, but not limited to lightning,

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earthquakes, riots, acts of terrorism, regulations or orders of any Government, agency or subdivision thereof

21. Notice

Any notice to be served on either of the parties hereto by the other shall be sent by pre-paid recorded delivery or first class post or by e-mail to the address of the relevant party as detailed in the Contract

22. Severance

If any provision of this Contract is declared to be void, it shall be severed from this Contract and the remaining provisions of this Contract shall remain in full force and effect, unless SWPL in its' absolute discretion shall terminate this Contract by 14 days written notice to the Supplier

23. Freedom of Information

This Contract shall be subject to the provisions of the Freedom of Information Act 2000 and the parties acknowledge that SWPL shall comply in all respects with the provisions of the Act and in particular shall communicate to any persons making a request under the Act all and any information contained in or relating to this Contract where required by and in accordance with the provisions of the Act

24. Termination

SWPL may by 14 days written notice to the Supplier terminate this Contract:

- (a) Where the Supplier does not provide the Goods and/or Services in accordance with the Contract
- (b) Where the Supplier is in material breach of any provision of the Contract
- (c) In the event of the bankruptcy or insolvency of the Supplier

25. Rights of Third Parties

It is not intended that the Contract shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply

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Appendix Two

FORM OF TENDER

Tender for: CORDIALE LANDSCAPE MAPPING AUDIT OF PRACTICE

Name of Firm:.....

Address of Firm:.....

.....

Contact Details:

To advise SWPLF how best to capture current mapping practices with a view to developing an online searchable database of landscape mapping practices undertaken by AONBs in SW England and NW France PNRs.

To develop and publish an open source, web based database of landscape mapping practices, primarily based on current practice by CORDIALE partners.

To analyse the CORDIALE landscape mapping database and prepare a report to partners on gaps in the breadth of techniques and approaches employed. Drawing on experience from across European Protected Landscapes identify good practice and present a case for CORDIALE partners moving toward a common approach to landscape mapping and monitoring.

In accordance with:

1. The Tender Brief
2. All other matters specified and described in the invitation to tender dated 13/01/11

in the following sum (excluding Value Added Tax): £
to include all costs, expenses, disbursements and contingencies.

The sum to be calculated as follows:

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Task to be completed:	Price
Attend project inception meeting	
Complete stage one of the contract.	
Test version of online database presented to CORDIALE partners	
Completion of stage two of the contract	
Presentation of draft report to LM Steering Group	
Completion of stage three of the contract	
All Liaison with SWPL and University of Plymouth regarding the drafting of the Combined report completed	

We further acknowledge that if our tender is accepted, we will be required to enter into a legally binding contract, within 30 days, incorporating the terms of the invitation to tender, the standard terms of business of Dartmoor National Park Authority as already notified to us and (insofar as they are not inconsistent) any details or requirements of this quotation.

We understand that SWPL does not bind itself to accept the lowest or any tender.

We undertake that we will not communicate to any person, association or corporation other than SWPL the proposed or actual amount of our tender, or give any indication thereof and we declare that we have not adjusted the amount of our tender pursuant to any agreement or arrangement with a third party.

Authorised Signatory Date

Name (block capitals please)

Note: this Form of Tender must be completed and returned for your Tender to be valid