

Invitation to tender for Deer Drone Survey

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Part A – Employers Information

1. Introduction

The Broads Authority is a Special Statutory Authority established under the 1988 Norfolk and Suffolk Broads Act. Its general duty is to manage the Broads for the purposes of:

- (a) conserving and enhancing the natural beauty, wildlife and cultural heritage of the Broads;
- (b) promoting opportunities for the understanding and enjoyment of the special qualities of the Broads by the public; and
- (c) protecting the interests of navigation.

It must also consider the needs of agriculture and forestry, and the economic and social interests of those who live or work in the Broads.

For more information, visit: https://www.broads-authority.gov.uk/about-us

Broads Authority ('the Authority') is seeking a suitably qualified and experienced contractor to supply Deer Drone Survey.

1.1. Timeframe

The contract will commence on 12th December 2024 and is required to complete by Monday 31 March 2025.

1.2. Project Manager Contact details

Any questions regarding these documents and the specific requirements of the Authority must be made in writing by emailing queries to Andrea Kelly, Environment Policy Adviser of Broads Authority. andrea.kelly@broads-authority.gov.uk 07711 451503

2. Insurance requirements

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

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

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

3. Form of Contract and Conditions

- **3.1.** The form of agreement is a standard services template. A copy of which can be requested.
- **3.2.** The Contractor shall assess MET Office forecast weather conditions. The Contractor should programme the works to avoid foreseeable unworkable conditions. Delays due to foreseeable conditions will not be subject to a compensation event.
- **3.3.** All communications and instructions between the Contractor and the Employer are to be made through the Project Manager, or persons named by the Project Manager.
- **3.4.** The Contractor is to undertake the works in accordance with Method Statements and Risk Assessments approved by the Employer

4. Specification

- 4.1 In late 2023 to early 2024 the Broads Authority and Forestry Commission tendered for, and co-ordinated, a deer drone survey to evidence the impact of deer across the Norfolk Broads and surrounding area. This survey was performed to establish a landscape scale population density baseline and enable monitoring of the effectiveness of future management and Deer Strategy actions.
- 4.2 In May 2024, the Broads Authority organised a meeting to present the findings of the survey. Over 50 farmers, landowners, and deer stalkers attended to discuss what could be done in the region to better manage deer populations; and prevent the degradation of habitats and crops.
- 4.3 This deer drone survey is one aspect of a larger project co-ordinated by the Broads Authority and Norfolk FWAG, funded by the Farming in Protected Landscapes (FiPL) fund.
- 4.4 We require a survey to provide the essential deliverables with high confidence levels:
 - Baseline deer densities (deer/km2) across the Broad area of around 250km2, increasing from our 211km2 area in 2024 survey.
 - Visual evidence to confirm species presence and distribution.
 - The survey data provided must be compatible with ESRI systems and AGOL.

Additional benefits, whilst not essential, include:

- Survey data which provides deer/herbivore impact data across the landscape.
- The survey will expand and evidence the impact of deer across a number of priority sites in the Broads to establish a landscape scale population density recording, which can be compared against our baseline data, and enable

monitoring of the effectiveness of future management and Deer Strategy actions. Our previous survey covered 211km2. We plan to expand this survey to achieve closer to 250km2.

Note: the surveys will require the Contractor to visit sites across the area, of varying sizes (from ten hectares to several thousand hectares). We will not be paying any travel and subsistence costs to the successful Contractor; therefore, bidders should factor this into their pricing schedule submission. Payment will be made on completion of larger sites / package of smaller sites. The exact payment structure will be discussed and agreed at pre-commencement. The rates submitted at tender will be fixed for the duration of the agreement.

- The previous survey was carried out in one visit over consecutive days to reduce the chance of double counting. A map of the previous survey can be found in Appendix 1.
- The Contractor must provide all the equipment required to conduct the surveys, e.g., drones, cameras, suitable vehicles/transportation for access on unmetalled roads, etc.
- The Contractor must provide a thermal imaging census of defined areas using thermal imagery and daylight cameras to achieve deer distribution and density of the project area. The data requires analysis to, where possible, identify species, age class and sex of deer survey.
- The Contractor must provide the data in ESRI shapefile, file geodatabase, excel or csv file format. Related georeferenced imagery and videos should be provided in JPEG and MP4/MOV format respectively. Imagery should be as good quality as the drone allows.
- Contractor must have a proven record in surveying different species and habitats across England.
- The spatial and numerical data is to be submitted by the Contractor within 2
 weeks of survey delivery, taking place in March 2025. The Contractor will be
 provided with an initial programme of work during contract pre-commencement.
 As subsequent survey requirements are identified, this will be discussed and
 agreed with the Contractor throughout the contract duration.
- Interpretation of the data is also required to ensure comparison and confidence levels when considering similar surveys.

We expect the Contractor to:

• **Plan and deliver** drone flying to CAA standard and considering any local restrictions e.g. Flight Restriction Zones, infrastructure etc.

- Create images and videos resulting from the survey. These include scenery images, thermal imagery and the daylight photographs of the deer and any other wildlife of interest.
- Provide Shapefiles for future mapping as specified above.
- Maps showing the individual deer species distribution counted on the day along with proportional symbology. This includes heat mapping and an overall distribution map.
- **Excel** for noting the species found and in what number including sex ratio, subject to if daytime imagery is possible.
- Report referencing the 'minimum count' methodology and the findings including confidence levels and any concerns during the survey. Include Alt Text in photos

5. Constraints

- **5.1. Health and Safety Constraints**: The Contractor's work, and the equipment and installation must comply fully with the requirements of UK Legislation, including but not limited to:
- Health and Safety at Work Act 1974
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Supply of Machinery Regulations 2008
- 5.2. The Contractor must comply with any other acts, orders, regulations and codes of practice relating to Health & Safety in the UK which may apply to the equipment or to staff and other persons working on farmland premises in the performance of the contract.

Specifically in relation to UAV (Drone) use, the Contractor must hold the following certification:

- UAV General Visual Line of Sight Certificate.
- CAA Operational Authorisation
- UAV Flyer ID
- A2 of 2 (within CAP2005)
- **5.3.** Please note: The contractor must confirm that these certificates are in possession of the organisation, and can present them on request.
- **5.4. Environmental Constraints**: The drone survey has received unconditional assent from Natural England in regard to taking place across numerous SSSIs within the Broads. The assent has a start date of 17.03.2025 and an end date of 31.03.2025.

6. Site Information

6.1. This Tender invite does not require a site visit.

7. Contract management

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

Ref	Requirement description
1.0	Pre-Commencement Meeting (Online)
1.1	Report Presentation (Online)
1.2	Presentation of Evidence to Deerstalkers and Farmers (In-Person)

8. Tender submission

All tenders must be returned to the Broads Authority as per the instructions below and arrive not later than **9:00am 27**th **November 2024.** Tenderers should note that the questions and responses raised during the clarification period will be anonymised and shared with other Tenderers on the Authority's website.

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

Tenders must be returned to: <u>tenders@broads-authority.gov.uk</u>

Email subject must read "Invitation to tender for "

Do not copy in the person named in section 1.2 as this will invalidate your tender.

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

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

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

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

9. Tender timetable

The following dates are applicable to this tender:

Activity	Estimated Dates
Publication of Invitation to Tender	5 th November 2024
Clarification period starts	5 th November 2024
Clarification period closes	11 th November 2024
Deadline for the Authority to publicise responses to Tender Clarification questions	19 th November 2024
Deadline for submission of Tender	9:00am 27 th November 2024
Notification of successful/unsuccessful tenders	2 nd December 2024
Start of standstill period	2 nd December 2024
Contract Commencement	16 th December 2024

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

10. Evaluation of Tenders

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

Criteria	Maximum Score Available
Price (excluding VAT)	50
Technical specification/expertise	40
Trade references	10
Timescale for completion of work	Pass/fail
Total	100

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

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

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

Technical specification – Where there is an exact match the maximum score will be awarded. Where the match is 80% the score will be 32, 60% the score will be 24, 40% the score will be 16.

Trade references – Where both trade references are received the maximum score will be awarded. Where only one is received the score will reduce to 5.

Timescale for completion of work – The Authority's deadline is fixed and based on external funding which runs out on the 31st March 2025, hence the pass/fail criteria.

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

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

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

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

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

11. General requirements

This document is split into two sections Part A, the Broads Authority (Employer) information on the tender and Part B, the information required from prospective Tenderers. **Tenderers must comply with these instructions**. They are designed to ensure that all tenders are treated equally and fairly and to comply with all legal requirements for public sector procurement. Failure to comply with these instructions and conditions may invalidate your tender.

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

12. Procurement process and tender procedures

12.1. Tenderers' responsibilities

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

Information supplied to Tenderers by the Authority is supplied for general guidance only. Tenderers must satisfy themselves by their own investigations about the accuracy of such information and no responsibility is accepted by the Authority for any inaccurate

information obtained or for any loss or damage of whatever kind and howsoever caused arising from the use of such information.

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

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

12.2. Pricing

Tenderers shall provide fixed price annual rates in relation to the contract. Prices are to include preparing for the survey including no fly areas requested, and drone flights and reporting necessary for the full and proper completion of the contract obligations as described, prices will also detail ongoing costs for equipment rentals or leasing costs, additional or technical support. All overheads and profit charged to this contract to be included in these prices. Prices are to be exclusive of VAT.

12.3. Rates for ad-hoc work

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

12.4. Basis of the Tender

All prices quoted in the tender and any supporting documents must be in pounds sterling and must be exclusive of VAT and must include the cost specified by the Authority. If requested the Authority will return packaging at the Tenderer's expense.

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

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

12.5. Arithmetic accuracy of the Tender

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

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

• to confirm in writing and accept the error if it is in the Authority's favour; or

- to correct the error(s) and to revise the tender downwards. Any revisions must be confirmed in writing; or
- to withdraw the tender. This must be confirmed in writing.

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

12.6. The Tender

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

All relevant tender forms for completion can be found in Part B on pages 15 to 22, shall be signed and submitted with all other documents comprising the Tenderers Tender.

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

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

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

Any Tenderer who:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than the Authority or, as applicable, relevant
 other commercial body, the amount or approximate amount of its proposed
 Tender or information which would enable the amount or approximate amount to
 be calculated (except where such disclosure is made in confidence in order to
 obtain quotations necessary for the preparation of the Tender or insurance or any
 necessary security); or
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- offers or agrees to pay or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,

• may (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified from this procurement exercise.

12.7. Freedom of Information Act

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

If you consider that any of the information included in your Tender should not be disclosed by the Authority please identify it and explain (in broad terms) why. Please also indicate how long you think the information should be covered by a non-disclosure provision.

In terms of FOI information may be exempt from disclosure if it is:

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

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

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

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

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

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

12.8. Environmental Information Regulations

The Authority is also covered by the Environmental Information Regulations (EIR) 2004 which requires public authorities to make environmental information available, as well as members of the public being entitled to request such information. Similar to the FOI regulations environmental information relating to the tender may need to be disclosed. Further information can be found EIR's can be found on the information the Information Commissioner's Office (ICO) website What are the Environmental Information Regulations? | ICO.

12.9. Counter Fraud, Corruption and Bribery Strategy

The Authority expects the highest standards of conduct from all organisations that have dealings with it. Any partners, suppliers, contractors and other third parties funded by or in receipt of payments from the Authority are required to adopt or abide by the Authority's policies, procedures, protocols and codes of practice, where appropriate, in order to prevent and detect fraud, corruption, money laundering and bribery.

13. Draft Contract

The template for the tender – standard services template is available on request.

Part B Contractors Tender Information

14. Inclusion in the Tender response

The following documentation must be returned to the Authority as part of your Tender:

- 1. Tendered price for the provision of 'Deer Drone Survey'
- 2. Details as to referees
- 3. Insurance Certification Form
- 4. Quality Control systems
- 5. Contingency plans
- 6. Signed and completed Certificate as to canvassing
- 7. Signed and completed Certificate as to collusive tendering
- 8. Completed details as to social value

Name of Tenderer:

Tendered price for the provision of Deer Drone Survey

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

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

I/we of hereby offer, to provide Deer Drone Survey in accordance with Tender Forms Tender form 1 to Tender form 8 attached. I/we offer to undertake and complete the work in the time period stated for the sum set out in the specification below.

No	Requirement description	Unit	Quantity	Price/ Rate	Total £ (excluding VAT)
1.	Survey deer densities (deer/km2) across the Broads area of around 250km2, (increasing from 211km2 in the 2024 survey).				
	Including: - Survey on one visit over consecutive days - Consider local restrictions - Provide visual evidence to confirm species presence and distribution - Travel, subsistence and equipment (thermal imaging and daylight cameras) costs				
2.	Report writing and Data Including: - Data analysis to, where possible, identify species, age class and sex of deer survey - Data formats: ESRI shapefile, file geodatabase, excel or csv file format. Related georeferenced imagery and videos should be provided in JPEG and MP4/MOV format respectively. Imagery				

No	Requirement description	Unit	Quantity	Price/ Rate	Total £ (excluding VAT)
	should be as good quality as the drone allows. Data interpretation to compare and provide confidence levels when considering similar surveys Submission of data within 2 weeks of the March 2025 survey				
3.	Attendance of in person half day meeting in the Broads				
Tot al					

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

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

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

Signed (1)	Status:
Signed (2)	Status:
For and on behalf of:	
Date:	
Company registration number or equivalent:	
VAT registration number:	

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

Name of Tenderer:

Referees

To the Broads Authority

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

- 1. Bank
- 2. Trade
- 3. Trade

Name of Tenderer:

Insurance Certification Form

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

Dear Sir

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

Or

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

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

Name:

Address:

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

Name of Tenderer:

Contingency Plans

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

Name of Tenderer:

Certificate as to Canvassing

(Invitation to Tender refers)

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

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

Signed (1)	Status:
Signed (2)	Status:
For and on behalf of:	
Date:	

Certificate as to collusive quotatior
(Invitation to Tender refers)

To:

The Broads Authority (hereinafter called "the Authority")

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

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

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

Signed (1)	Status:	
Signed (2)	Status:	
For and on behalf of:		
Date:		

Details as to social value

Name of tenderer:

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