

Date: 25/11/2021

Dear Sir or Madam,

TENDER FOR THE SUPPLY OF cutting or flailing of vegetation, namely heather and Molinia.

Period January 2022 to February 2025

You are invited to tender in competition with others to provide the goods and/or services specified above to the RSPB.

The following documents are enclosed and must be, where applicable, completed and signed on behalf of the tenderer.

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| Document A | Instruction and Information |
| Document B | RSPB: A Brief Introduction |
| Document C | Specification of Goods / Services |
| Document D | Company Information |
| Document E | Form of Offer |
| Document F | Terms and Conditions |
| Document G | Certificate of Bona Fide Offer |
| Appendix 1 | Map |

Your tender response should be emailed to [jon.bird@rspb.org.uk](mailto:jon.bird@rspb.org.uk) by **noon** **10/12/2021**

Only tenders submitted in accordance with the RSPB’s Terms and Conditions will be considered. Any tenders that are incomplete or received after the time indicated may be disregarded.

If you wish to discuss any aspect of this tender prior to tendering, please email [jon.bird@rspb.org.uk](mailto:jon.bird@rspb.org.uk) or [ryan.lloyd@rspb.org.uk](mailto:ryan.lloyd@rspb.org.uk). Tenderers should ensure that their tenders are clear and concise and are advised that any approaches to the RSPB following the opening of tenders could lead to disqualification. If you do not wish to tender on this occasion please let us know, but do not forward the documents to another contractor as their tender would not be accepted.

Yours faithfully



Jon Bird

Site Warden

RSPB

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|  | **Document A**  **Instructions and information** |

1. This document is designed to be completed electronically. You are required to mark boxes, insert information or submit additional documentation in response to the questions herein. Whilst the text boxes should expand as you add text, if there is insufficient space for your response please attach a separate document clearly marked with the name of your Company, the reference number and the number(s) of the question(s) to which it relates. Please ‘sign’ this document by adding your name to the end of Document F.
2. If you are unable to comply with a request for information or provide documentation requested, then a written account explaining the absence of the information must accompany the return of this tender. Please be aware that the failure to respond to any of the questions, without a written reason, may result in a negative evaluation of that element within the overall evaluation of this questionnaire.
3. The RSPB may require supplementary information or clarification, or further evidence of the information given. The RSPB may wish to visit reference sites given as evidence of relevant experience.
4. The RSPB may request interviews with all or a selection of applicants or none. Applicants will be notified in due course. The ability of tenderers may also be determined by, amongst other factors, references, certification, site visits and ‘mystery shopping’.
5. Please answer the questions specifically for your company, NOT for the group if you are part of a group of companies. Please note the term “Company” refers to: Sole proprietor, partnership, incorporated company, co-operative, or voluntary organisation as appropriate.
6. During the term of this agreement and for 1 year thereafter, neither party shall solicit to work for it any person who is or was employed by the other party and who has been involved in the provision of the Services at any time during the preceding 12 months. For the avoidance of doubt, if a person who is or was employed by the other party at the relevant time responds to a publicly advertised recruitment campaign, the recruiting party shall not be deemed to have solicited that person from the other party. If either party is in breach of this it shall pay to the other party an amount equivalent to the gross salary paid by that other party to the relevant employee for the final 12 months of employment.
7. No charge will be made to the RSPB by applicants for any preparation costs accrued during the tender process, whether the applicant was successful or not.
8. You are invited to submit your best offer for the work as detailed below. The RSPB reserves the right to undertake post-tender negotiations.
9. If you require any further information or clarification regarding this tender, please email ryan.lloyd@rspb.org.uk. All questions and subsequent answers that are relevant all tenderers will be issued to all tenderers. This will be done anonymously, and no details of which tenderer asked which question will be shown.
10. It should be noted that in any formal contract that is subsequently entered into, reference will be made to the detailed information provided in the formal response to this tender document provided by the successful organisation. Thus, answers and information given in your reply will become a binding part of the contractual relationship between yourselves and the RSPB.
11. Timetable

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| --- | --- |
| Invitation to Tender document sent out | 25/11/2021 |
| Tender documents to be returned | 10/12/2021 - noon |
| Award of contract | 14/12/2021 |
| Commencement of contract | 03/01/2022 |
| End of contract\* | February 2025 |

\* Three-year contracts may be extended for a further year.

1. The RSPB does not bind itself to accept the lowest or any Tender and reserves the right to accept part only of a Tender. RSPB reserves the right to procure individual elements of the required solution from one or more supplier as appropriate.

Whilst the RSPB aims to provide feedback on failed submissions this may not always be possible, and the RSPB is under no obligation to do so.

1. Tender Evaluation Process

Tenders that fail to meet essential requirements may be excluded from consideration.

Tenders that fulfil essential requirements will be evaluated on the basis of the most economically advantageous tender, weightings as detailed below.

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| **Criterion** | **Weighting** |
| Service Delivery | 20% |
| Price & Price Related | 20% |
| Relevant experience | 60% |

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|  | **Document B**  **A Brief Introduction** |

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| *What the RSPB exists for* | The RSPB works for a better world for birds and people | |
| *Why* | The RSPB passionately believes that:   * Conservation of biodiversity is a moral imperative * The health of bird populations is indicative of the health of the planet, on which the future of the human race depends * Birds and other wildlife enrich people’s lives | |
| *What we do* | * We inspire the public to support conservation of the natural world * We research problems and promote realistic solutions * We manage more than 200 nature reserves for the benefit of wildlife and people * We champion birds and the environment to decision makers through advocacy and campaigning * We work with a wide range of partners to deliver wildlife conservation * We work internationally through a global partnership of   like-minded conservation organisations called BirdLife International   * We share our enthusiasm and knowledge to help as many people as possible enjoy the natural world * Educating future generations. | |
| *Some defining characteristics* | * The RSPB's success is only possible because of the commitment and generosity of its million plusmembers, volunteers and supporters * Our work is based on sound science and rational analysis * The RSPB works across the UK at local, regional and national levels, and internationally through the BirdLife Partnership * We deliver an ambitious conservation programme by combining practical action on the ground and wide-ranging advocacy: one reinforces the other * Our junior membership, Wildlife Explorers, is the largest club of its kind in the world * We are determined in pursuit of our objectives and stick to a task for as long as it takes | |
| *How we want to be seen* | * Passionate: | We champion birds and the natural environment in a world increasingly hostile to nature |
|  | * Inspirational: | We enthuse people for conservation |
|  | * Dynamic: | We get things done |
|  | * Authoritative: | We apply sound science and logic to our work; our arguments are well reasoned |
|  | * Innovative: | We apply creative solutions to the challenges facing us |
|  | * Inclusive: | We are accessible and involve people from all walks of life |

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|  | **Document C**  **Specification** |

Overview of what is called for:

The objective of this Contract is the cutting or flailing of vegetation on identified United Utilities plc farm tenancies managed by the RSPB within the Peak District National Park, in order to construct fire breaks, reduce the dominance of particular species and/or facilitate subsequent sward diversification.

The work is part of the Nature for Climate Fund capital works programme being delivered by the RSPB.

The aim of the cuts is to reduce the dominance of a single species such as heather or Molina, facilitate the inoculation with Sphagnum and other blanket bog species and reduce wildfire risk and intensity. The whole area is entirely within the Dark Peak SSSI, SPA and SAC and is drinking water catchment for Untied Utilities. The work is subject to consent from Natural England. There should be no livestock but occasionally trespass sheep do appear from time to time.

The successful supplier will supply a service to which the following points will apply:

Various techniques for cutting can be used. For most of the ground we suggest a remote operated flail (Flailbot/Green Climber type) for heather and perhaps in addition an Alpine tractor with flail for Molinia, however, please use the tender process as an opportunity to suggest alternative solutions. All machines and vehicles on the site must be low ground pressure – up to 3PSI.

The cutter should sit on a floating mechanism to prevent scouring of the ground and damaging developing sphagnum and other mosses. The nature of the terrain (slope, access, the presence of gullies and rocks, and so forth) will dictate the specific machinery to be used. A flail should leave a fine mulch of cut material.

The cuts should be a non-uniform and sometimes linear in shape and follow the natural contours of the land. If possible, they should link up occasionally. The main aim is to reduce the risk and impact from a severe fire spreading quickly with a secondary aim of breaking up blocks of heather into smaller patches to create a diverse sward. All material is to be left on site as is.

Map 1 shows the polygons within which cutting is to take place.

The information below is a statement of minimum requirements and is not intended to limit creative or original thinking in the preparation of proposals.

1. Cutting works will be delivered over the period of the contract on areas indicated on map 1. Within your quote you will provide a breakdown of cost per hectare including any preliminary costs associated with this work. You will use a variety of cutting machines to suit the vegetation type and terrain to deliver the desired cuts. Please list the machines you would intend to use.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. The contactor can start work in January 2022 and complete:

Year one target of 10ha by 31st August 2022

Year two target 10ha during September 2022 to August 2023

Year three target 15ha during September 2023 to August 2024

Year four target 10ha during September 2024 to March 2025

**No cutting between April – July due to bird breeding season**

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

|  |
| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. You will work closely with an RSPB representative to determine in which polygons cutting will take place during each target period and agree the exact areas to cut within each polygon prior to work commencing.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

|  |
| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. You will work closely with an RSPB representative to determine the most suitable access routes for machine access, routes for operator access and access for refuelling machines.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

|  |
| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. The Contractor must cut in the areas identified in accordance with the Specification:
   1. Cutting or flailing of heather
      1. Multiple cuts at a variety of sizes
      2. Typically carried out to approximately 10cm above ground level on average to prevent damage to the soil surface or underlying vegetation such a mosses.
      3. The soil surface must not be significantly disturbed.
      4. Cutting/flailing shall only be undertaken in areas with minimum 75% dominance of the target species.
      5. Cut areas should be at least 5m wide to act effectively as firebreaks.
      6. If long cuts are made, the edges should be wavy to blend in with the landscape and contours.
      7. Cut material should be well-chopped to aid decomposition and reduce risk of representing dry fuel load.
      8. Heather dominant areas likely comprise drier ground; haggs, grips or gullies may be present.
      9. Cutting/flailing in heather is likely to be restricted to individual cuts up to approximately 0.5ha in size.
   2. Cutting or flailing of Molinia caerulea (Molinia / Purple Moor grass)
      1. Multiple cuts at a variety of sizes.
      2. Typically carried out to approximately 10cm above ground (peat) level on average, however the aim of the Molinia cutting is to “break up” dense tussocks.
      3. The soil surface must not be significantly disturbed.
      4. Cutting/flailing shall only be undertaken in areas with minimum 75% dominance of the target species.
      5. If long cuts are made, the edges should be wavy to blend in with the landscape and contours.
      6. Cut areas should be at least 5m wide to act effectively as firebreaks.
      7. Cut or flailed material shall be well chopped and left as an even layer across the cut area.
      8. In Molinia (Molinia caerulea) dominant areas ground conditions are likely to be wet.
      9. Works will require powerful cutting/flailing equipment and/or multiple passes to break-up the Molinia tussocks.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

|  |
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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. Sensitive Areas. The operator will avoid cutting and/or vehicle usage in the sensitive areas listed below:
   1. Flushes and mires including areas around springs, pools, wet hollows and those rich in bog mosses with abundant and or almost continuous cover of Sphagnum species, other mosses, liverworts and lichens.
   2. Haggs, erosion gullies and areas of bare peat.
   3. Areas where soils are less than 5 centimetres deep or made up of scree or where there is a high incidence of exposed rock.
   4. Areas with a noticeably uneven structure, at the spatial scale one metre square or less. In blanket bog this is characterised by Sphagnum hummocks, lawns and hollows or mixtures of well-developed cotton-grass tussocks and spreading bushes of dwarf shrub.
   5. Within 5 metres either side of a watercourse or from the edge of the watercourse where the following apply:
      1. Steep slopes and gullies greater than 1 in 3 on blanket bog and 1 in 2 on dry heath.
      2. Rush dominated areas.
   6. Features listed on the Historic Environment Record **see map 2**.
   7. Small/unmapped areas of sensitive habitat within the areas that may be managed by cutting will be avoided and not damaged.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. The contractor will provide GPS data (as shape files or GPX files) recording the final location and area of the cuts completed. The GPS data will be a simple outline of the polygon indicating the cut area, not a track recording taken whilst undertaking the cut. Data must be supplied to the RSPB at least monthly following completed cuts. Any outstanding data must be supplied to the RSPB within two weeks of the completion of the contract.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. The Contractor shall ensure that only qualified and experienced machine operators will be used to complete the Works. All machine operators will have had experience in working in steep and rough terrain in remote locations (please provide evidence of work experience and qualifications).

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. Turves lifted by the turning and movement of tracked and/or wheeled machinery must be replaced and distributed to cover the damaged area. Ruts and track lines that are likely to result in erosion should be blocked or filled in. Works to rectify these should be agreed by the RSPB prior to being undertaken. The Works Site must be returned to as close to pre-Works condition as soon as practicable after the completion of the Works and to the satisfaction of the RSPB. Any Equipment and machinery bogged down must be removed at the earliest opportunity at the Contractor’s expense and any damage caused is to be promptly rectified to the RSPB’s satisfaction.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

|  |
| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. Depending on location it may be possible to leave cutting machines on site for the duration of the works. If access permits the machines can be tracked on and off each day. Please indicate options in the tender return.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. Re-fuelling will be carried out on site using low ground pressure ATVs such as Argocats or similar, with care being taken not to create erosion points or regular tracks across the moor. Vehicle movements on site will be kept to a minimum. The contractor shall ensure it has spill kits for fuels and oils, and firefighting equipment are on standby at all times. The fuel will be transported in a bunded purpose made containers. Fuel will not be generally be stored on site. Fuelling will take place at least 10m from water courses or sensitive areas as described in section 5.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. Access routes that have been used by ATVs in the past are indicated on Figure 5. The contractor will use these routes at their own discretion (depending on weather and ground conditions and so on) in consultation with the RSPB representative. Approximate access routes can be provided as GPS file on request.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. On award of the contact, the successful contractor will supply risk assessments and method statements in conjunction with their H&S policy and Public and Employers Liability Insurance details.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. All Works to be undertaken by the Contractor must comply the Natural England Consent obtained by the RSPB.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

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|  | | | **Document D**  **Company Information** |
| **1.0** | **General** | | |
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| **1.1** | **Registered Name**    **Trading Name (if different)** | | |
|  |  | | |
| **1.2** | **Correspondence Details**  **Name of person applying on behalf of the company**    **Address:**    **Telephone:**    **Mobile:**    **Email:** | | |
|  | **Registered office Address (if different from above)** | | |
|  |  | | |
| **1.3** | **Company Registration No (if applicable)**    **VAT registration number (if applicable)** | | |
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| **1.5** | **Date company was founded (if a limited company, date of incorporation)** | | |
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| **1.6** | **Company structure and nature of company**  Please outline the nature of the company, whether it is a partnership, sole trader, plc etc.    Is the company proposed as party to the contract part of a larger organisation? If so please explain the relationship between the various parts of the organisation, up to the ultimate holding company.    Current number of full time equivalent staff currently employed by the company (not larger parent company) | | |
|  |  | | |
| **1.7** | **Accreditation by / Membership of Trade Association(s)**  **Is your Company registered with any industry accreditation body? YES  NO**  **If yes, please provide details:**    **Is your Company on any public sector Framework agreements? YES NO**  **If yes, please provide details:**    **Please state membership of any professional bodies/ other associations below:** | | |
| **1.8** | **Quality Assurance**  **Is all / part of your company ISO9001 Quality Assured? YES NO**  **Is all / part of your company ISO14001 Quality Assured? YES NO**  **If yes please provide copy of certification**  **Do you have any other Quality Assurance? If Yes, please summarise details below** | | |

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| **2.0** | **Financial & Business Probity** |
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| **2.1** | | **Judgements etc.**  **Are there any judgements, claims or suits pending or outstanding against your company?**  **Yes  No** If Yes, please provide full details  **Has your company ever failed to complete a contract?**  **Yes  No** If Yes, please provide full details |
| **2.2** | | Please answer all of the following questions as they apply to your Company’s circumstances. Please confirm that:  1) being a company, no resolution has been passed or Order of the Court made for the company’s winding up otherwise than for the purposes of bona fide reconstruction or amalgamation, nor has a receiver, manager or administrator on behalf of a creditor been appointed in respect of the company’s business or any part thereof, nor is it the subject of any proceedings for any of the above procedures, nor is it the subject of similar procedures under the law of any other state.  **Confirmed  Not confirmed  Non-applicable**  2) being a partnership, it has not granted a trust deed or become otherwise apparently insolvent, or it is not the subject of a petition presented for sequestration of its estate.  **Confirmed  Not confirmed  Non-applicable**  3) being an individual, you are not bankrupt, or have not had a receiving order or administration order made against you, or have not made a composition or arrangement or trust deed with or for the benefit of your creditors, or have not made any conveyance or assignment for the benefit of your creditors, or have not had a petition presented for sequestration of your estate or do not appear to be able to pay or to have no reasonable prospect of being able to pay a debt within the meaning of the Insolvency Act or any similar procedure under the law of any EC member state.  **Confirmed  Not confirmed  Non-applicable**  4) no Directors, Partners, Associates or the Company Secretary have been involved in any Company which has been liquidated or gone into receivership.  **Confirmed  Not confirmed  Non-applicable**  5) none of the Directors, Partners, Associates or the Company Secretary have been convicted of a criminal offence relating to the conduct of their business or profession.  **Confirmed  Not confirmed  Non-applicable**  6) neither the Company nor any of the Directors, Partners, Associates or Company Secretary has committed an act of grave misconduct in the course of their business or profession.  **Confirmed  Not confirmed  Non-applicable**  7) all obligations relating to the payment of taxes under the law of any part of the United Kingdom or the EC member state in which the Company is established has been fulfilled  **Confirmed  Not confirmed  Non-applicable**  8) all obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or the EC member state in which the Company is established have been fulfilled.  **Confirmed  Not confirmed  Non-applicable**  If you have ticked **‘Not confirmed’** for any questions above please give details here |

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| **2.3** | Please list the names of any Director, Partner, Associate or Company Secretary who have been employed by the RSPB, giving department and dates.    Please give details of any Director, Partner, Associate or Company Secretary who have a relative who is employed by the RSPB at a senior level.    Please list the names of any Director, Partner, Associate or Company Secretary who have any involvement in other Companies who provide services to the RSPB    Is any work being undertaken or likely to be undertaken during the next three years by the Company or staff within it which could give rise to a conflict of interest through acting for third parties or otherwise? If yes, please explain the actual or likely circumstances and how such potential conflicts of interest would be handled. |

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| **2.4** | **Insurances (please supply a scanned copy of each certificate)** | | | | |
|  |  | **Insurer** | **Policy No** | **Value of Cover** | **Expiry Date** |
|  | Employers Liability |  |  |  |  |
|  | Public Liability |  |  |  |  |
|  | Prof. Indemnity |  |  |  |  |
|  | All Risks  (if applicable) |  |  |  |  |

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| **2.5** | **Has your company (or any building/project you have undertaken) won any awards, accolades or recognition?**  **YES  NO** If yes please provide full details. |

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| **3.0** | **Health & Safety and Environment** |
|  |  |
| **3.1** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of health & safety legislation?  **YES**  **NO** If yes please provide full details. |
| **3.2** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of environmental legislation?  **YES  NO** If yes please provide full details. |
| **3.3** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of data protection legislation?  **YES  NO** If yes please provide full details. |
| **3.4** | Have any restrictive clauses in relation to your company’s Employer’s Liability, Public Liability or Professional Indemnity Insurance policies been enforced in the last 5 years due to past Health & Safety performance?  YES  NO  If yes please provide full details. |

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|  | **Document E**  **Form of Offer** |

**Cost**

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| --- | --- |
| Cost for providing goods/services, as outlined in specifications (Document C) | £      + VAT |
| Cost for extra work for special events etc | £      /hour + VAT |

**Added Value**

As well as any charity rate that you may be able to offer, the RSPB is always open to corporate partnerships that deliver benefit to your organisation, the RSPB and nature. Working as part of your CSR agenda we can provide opportunities for fundraising, secondments, interns and volunteering, offering your staff both personal and career development opportunities. We also welcome all forms of gifts in kind as valuable contributions to our work to [Give Nature a Home.](http://homes.rspb.org.uk/)

Tenderers should provide details of any associated added value features/services/gifts in kind available to the RSPB under the terms of this Tender. (Attach separate document if needed).

Please note, added value donations will not be part of the criteria we use to decide on which tenderer to choose.

**References**

Tenderers are requested to provide details of three references from their existing clientele, supplying full name, address, telephone number, fax number, email address, contact name, period of Contract and the estimated annual value of the Contract. In supplying this information, Tenderers shall have granted the RSPB permission to seek such information as deemed necessary, in relation to the Tenderer’s performance with their nominated references.

Reference 1

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Address |  | |
| Telephone No |  | Ext |
| Email |  | |
| Contact |  | Dates of work |
| Nature of work done |  | Value of contract |

Reference 2

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Address |  | |
| Telephone No |  | Ext |
| Email |  | |
| Contact |  | Dates of work |
| Nature of work done |  | Value of contract |

Reference 3

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Address |  | |
| Telephone No |  | Ext |
| Email |  | |
| Contact |  | Dates of Work |
| Nature of work done |  | Value of contract |

**Document F; RSPB Terms and Conditions**

The basis of the contractual agreement between RSPB and the applicant is detailed in the [‘RSPB Terms and Conditions of Purchase of Goods and Services’](https://www.rspb.org.uk/about-the-rspb/about-us/how-the-rspb-is-run/supplier-terms-and-conditions/) – please click on this link to download. In applying for this tender you are explicitly agreeing to be bound by these Terms and Conditions for the duration of the contract. If you require any alterations to these Terms and Conditions please state your issues below. (Attach separate document if needed)

The RSPB expects that all suppliers it works with to adhere to certain ethical and environmental standards. Please download the [RSPB Ethical and Environmental Procurement Polic](https://www.rspb.org.uk/about-the-rspb/about-us/how-the-rspb-is-run/supplier-terms-and-conditions/)y and tick this box if you agree to be bound by its terms and conditions 

|  |  |
| --- | --- |
|  | **Document G**  **Certificate of Bona Fide Offer** |

We certify that this offer is made in good faith, and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement of arrangement with any other person. We also certify that we have not, and we undertake that we will not:

1 a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer or proposed offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain insurance quotations required for the preparation of the offer;

b) enter into any agreement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted;

1. pay, give or offer or agree to pay or to give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in 1 a) or 1 b) above.

We acknowledge that if we acted or shall act in contravention of this certificate, the RSPB will be entitled to cancel the agreement and to recover from ourselves the amount of any loss and expense resulting from such cancellation.

I state that everything in this tender submission is truthful, that if found to be untruthful the RSPB can terminate any agreement between the RSPB and the company formed on the basis of this tender, and we will pay to the RSPB any loss or expenses the RSPB suffers as a result of such untruthfulness, whether an agreement is entered into or not.

In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.

|  |  |
| --- | --- |
| Signed |  |
| On behalf of |  |
| Date |  |

**Please note: a name added in an electronic document is functionally equivalent to a signature.**

Appendix 1: Map

