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Date: 19/01/2024

Dear Sir or Madam,

TENDER FOR THE SUPPLY OF TWO SOLAR WATER PUMPS

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 supplier.

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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 |

Your tender response should be emailed to neil.lincoln@rspb.org.uk by 17:00 on the 16th of February 2024.

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 neil.lincoln@rspb.org.uk.

If you do not wish to tender on this occasion, please let us know.

Yours faithfully

Neil Lincoln

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 G.
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 suppliers 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 neil.lincoln@rspb.org.uk
10. It should be noted that in any contractual relationship 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 obligations between yourselves and the RSPB.
11. Timetable

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| Invitation to Tender document sent out | 19/01/2024 |
| Tender documents to be returned  | 16/02/2024 |
| Award of contract | 01/03/2024 |
| Commencement of services / orders for goods | 01/08/2024 but dependent on associated ground works (separate tender). |
| End of contract\* | 31/10/2024 |

\* 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 following weightings as detailed below.

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| **Criterion** |  **Weighting** |
| Service Delivery | 35% |
| Price | 30% |
| Relevant experience | 35% |

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

The RSPB has secured funding from the Natural England Species Recovery Project to carry out works to improve the habitats found at RSPB Old Hall Marshes.

RSPB Old Hall Marshes is a 465 ha area of grazing marsh, reedbed, borrowdykes, saltmarsh and intertidal mudflats located in the Blackwater Estuary, Essex. The reserve has several designations ranging from national to international. It is a National Nature Reserve (NNR), Site of Special Scientific Interest (SSSI), Special Protection Area (SPA), Special Area of Conservation (SAC) and Ramsar. These designations have been awarded both to Old Hall Marshes and to the Blackwater and Essex Estuaries for a range of wildlife features including internationally important numbers of wintering waders and wildfowl, the range of salt marsh plant and invertebrate species, and scarce breeding bird species such as redshank and pochard.

This project will see the supply and installation of two solar powered pump units and solar panels, that will be used to manage water levels in a saline lagoon.

This project will help achieve suitable wet conditions to benefit breeding birds such as Avocet and Common tern, and other wetland wildlife and is part of a larger project that seeks to reduce dependence on Diesel pumps to move water around the reserve and continue the reserves journey toward a degree of climate resilience.

This tender is for the supply of the Solar powered water pumps, there is a separate tender for the associated earthworks required to install the solar pump.

For details on the RSPB’s challenges and achievements in the previous financial year please go to [How the RSPB is Run | About Us - The RSPB](https://www.rspb.org.uk/about-the-rspb/about-us/how-the-rspb-is-run/)

For an overview of the RSPB please go to: [About the RSPB - The RSPB](https://www.rspb.org.uk/about-the-rspb/)

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

Please note: Articulated lorries cannot access RSPB Old Hall Marshes due to access restrictions. Plant will need to be unloaded on the public byway or our neighbour’s yard and tracked in, if using metal tracks, please ensure plastic mats or similar are used to avoid damage to road surface. If you wish to do this, please ensure that site staff are informed, so use of our neighbour’s property can be arranged.

Alternatively, materials/machinery will need to arrive on 12 metre rigid lorries to pass our neighbours property and can be unloaded in the RSPB yard.

Please also provide a copy of any insurance certificates, a construction management plan, a method statement and a risk assessment for the works.

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

1. Supply and install a solar water pump at TL98201287 (North Borrowdyke) to the following specification:

* Capable of pumping at least 30 cubic metres per hour
* Driven by a maximum of four solar panels (each approximately 90x180x100cm)
* Solar panels are mounted in a galvanised frame which can be locked with anchors to the ground
* Capable of pumping at a minimum of 1.3 metre lift/head
* Pump suitable for use in saline water
* Solar panels need to be connected approximately 20m away from the pump
* No outflow pipes will be required

*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       |

2.       Supply and install a solar water pump at TL99111184 (Pennyhole Bottom) to the following specification:

* Capable of pumping at least 50 cubic metres per hour
* Driven by a maximum of six solar panels (each approximately 90x180x100cm)
* Solar panels are mounted in a galvanised frame which can be locked with anchors to the ground
* Capable of pumping at a minimum of 1.35 metre lift/head
* Pump suitable for use in saline water
* No outflow pipes will be required

*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       |

For a map showing each location please refer to separate document.

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|  | **Document D****Company Information** |
| **1.0** | **General** |
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| **1.1** | **Registered Name**     **Trading Name (if different)** |
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| **1.2** | **Correspondence Details****Name of person applying on behalf of the company****Address:** **Telephone:****Mobile:****Email:** |
|  | **Registered office Address (if different from above)** |
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| **1.3** | **Company Registration No (if applicable)****VAT registration number (if applicable)** |
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| **1.4** | **Date company was founded (if a limited company, date of incorporation)** |
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| **1.5** | **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)      |
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| **1.6** | **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:** |
| **1.7** | **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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| **1.8** | **Environmental Commitments****Is all / part of your company registered under Science Based Targets (**[**https://sciencebasedtargets.org/net-zero**](https://sciencebasedtargets.org/net-zero)**), Business Climate Hub (**[**https://businessclimatehub.org/uk/**](https://businessclimatehub.org/uk/)**) or equivalent? YES[ ]  NO [ ]** **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 (a scanned copy of each certificate will be requested)** |
|  |  | **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** |
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| **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 |

**Approach to the Project**

What would be your approach to this project (include construction management plan, method statements, risk assessment, public and professional liability insurances etc.)? (Attach separate documents if needed)

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|  | **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 Policy](https://www.rspb.org.uk/about-the-rspb/about-us/how-the-rspb-is-run/supplier-terms-and-conditions/) and tick this box if you agree to be bound by its terms and conditions  **[ ]**

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|  | **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 s/he shall refrain from making an offer or as to the amount of any offer to be submitted;

2 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.

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

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