



## PART A ABOUT PLANTLIFE

Established in 1989, Plantlife International is the only UK charity dedicated to conserving wild flowers, plants and fungi in their natural habitats and helping people enjoy and learn about them.

Our charitable aims and objectives are simple:

- To improve the fortunes of threatened wild plants in the UK and overseas
- To help everybody - young and old - to enjoy wild plants and to get involved in their conservation
- To campaign for policies and practices to sustain wild plants.

We own 23 nature reserves across the UK and carry out conservation and outreach work on our own land and in partnership with others, such as the National Trust, RSPB and the Forestry Commission. We advise landowners and publish best practice guidance. We carry out research and gather data to inform government policy. We engage people of all ages and abilities in plant conservation and education and give everybody opportunities to enjoy wildflowers. We work overseas with bodies such as the IUCN and Kew and, as a lead partner in the Global Strategy for Plant Conservation, identify Important Plant Areas across the world and plan their conservation with government and community groups.

For more information please visit our website: [www.plantlife.org.uk](http://www.plantlife.org.uk). You will also find information there about our trustees, our policies and projects, as well as our annual reports and accounts.

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### Patron HRH The Prince of Wales

Plantlife International - The Wild Plant Conservation Charity  
Charitable company limited by guarantee,  
Registered in England and Wales, charity No. 1059559.  
Registered in Scotland, charity No. SC038951.  
Registered Company No. 3166339. Registered in England and Wales.





**PART B THE PROJECT**  
**DYNAMIC DUNESCAPES (DUNELIFE) HG-16-**  
**08643; LIFE 17 NAT/UK/000570**

**THE PROJECT**

Dynamic Dunescapes is a project to restore sand dunes across England and Wales for the benefit of people, communities and wildlife. Sand dunes are a sanctuary for endangered plants and animals and they are under threat. They are becoming increasingly covered by grass, scrub and woodland, while our dune wildlife needs areas of bare sand to thrive. Healthy sand dunes need to have areas of moving and open sand.

The Dynamic Dunescapes project is ambitious in scale – targeting some of the most important sand dune systems across England and Wales. The Project is working with schools and local groups, volunteers and visitors of all ages and abilities. A key part of the project is working with Contractors, using mechanical means to create more bare sand within the dune systems, in order to allow the threatened wildlife to flourish.

This project will not only instigate urgently needed conservation interventions; but will fundamentally change and develop the thinking and perceptions about how sand dune systems need to be managed in Britain. And, just as importantly, it will improve the way local communities and visitors engage with sand dunes.

Funded by EU LIFE and the National Lottery Heritage Fund, the Dynamic Dunescapes Project is an innovative 4-year partnership. Plantlife is working with Natural England, National Trust, The Wildlife Trusts and Natural Resources Wales together with local coastal communities to conserve and restore up to 7000ha in nine areas across England and Wales.

**BRAUNTON BURROWS**

Braunton Burrows is the second largest sand dune system in the UK, covering c. 1000 hectares, and is of international importance for wildlife and dune geomorphology. It supports nearly one third of all UK native vascular plant species (including amongst the largest UK populations of Round-headed

Club-rush, Sea Stock & Water Germander); many rare insects including 33 species of butterfly; and it is home to protected species such as Sand Lizard and Great Crested Newt.

Accordingly, it forms a highly protected landscape and has been designated a Special Area of Conservation (SAC) and Site of Special Scientific Interest (SSSI); and forms the core area of the United Nations designated Biosphere Reserve.

#### **THE AIM OF THE DYNAMIC DUNESCAPES AT BRAUNTON BURROWS:**

To restore a more open and dynamic nature to the UK's coastal sand dunes, securing both their distinctive landscape and characteristic animals and plants, for the benefit of people and communities into the long term. Dynamic Dunescapes will restore c.60 hectares of the Burrows both by removing scrub as well as by scraping areas back to bare sand to reduce enrichment of the sand so that the diversity of plants and animals can thrive. The Project will also work to eradicate the invasive species Sea Buckthorn and Japanese Rose from the Burrows.

#### **THE OBJECTIVES:**

There are 2 objectives that comprise **this part** of the Project, and for which this **Request for Quotation** relates to:

- 1) To create a wider scatter of 'scrapes', typically within wet dune slacks and adjacent dry dune, to provide new open habitat with abundant bare sand, in order to allow the natural spread and colonisation of early successional vegetation types along with their rare and threatened specialist plants and animals. [Scrapes are areas where sand dune vegetation (typically grassland and low scrub) is mechanically scraped and removed, in order to reveal the underlying, often damp, sand and peat].**
- 2) To undertake additional works, such as the removal of most/all scrub within certain zones, and the localised expansion of conservation grazing, to ensure that the early successional habitats created by the project remain open for decades into the future.**

#### **THIS CONTRACT**

Dynamic Dunescapes runs over the next three years and **this Contract is for works between 9th September 2021 and 28<sup>th</sup> February 2022.** High water tables and the potential for flooding mean works need to start as early as possible in September.

Scraping can go-ahead on areas that have been surveyed for unexploded ordnance (UXO – see below). Areas of scrub that have been UXO surveyed can be cleared and burnt using the Contractors preferred methodology. Areas of scrub that are too dense to be UXO surveyed will require a two stage process: firstly cutting and removing vegetation without penetrating the sand; to allow UXO Engineers access to survey, and secondly returning to the same areas to remove/scrape the remaining vegetation to dune turf or clean sand as required by the Contract.

Variations to the timing by agreement with the Project Officer, and subject to UXO clearance.  
This Contract is to clear **42 hectares** of scrub and separately to create **10 hectares** of scrapes.

The works areas will be separated into discrete blocks. See tables below indicating the height and density of scrub in each area (area measurements are approximate). Table 1 shows the areas to be scraped. Table 2 the areas to be cleared of scrub.

**UXO UNEXPLODED ORDNANCE - Braunton Burrows was used as a Training area for the D-Day Landings and although the site was cleared, unexploded ordnance (UXO) remains across the site.** Unexploded Ordnance poses a threat to any activities that break the surface of the sand. **The Ministry of Defence (MOD) is currently surveying and clearing UXO from all areas where this Contract is to take place. Precise guidance will be given to show boundaries of cleared areas and it is crucial that Contractors keep within these geographical limits on the ground when undertaking specific activities relating to this project. UXO Surveys by the MOD have cleared over 12 hectares at the end of July 2021 and UXO Surveys will continue again in September 2021, working ahead of Contractors who can follow them undertaking the works detailed in this specification (clearing scrub and scraping vegetation to reveal bare sand).** MOD Engineers can survey for UXO and make areas safe in some areas where the scrub is not too dense. In areas where this is not possible and the scrub is too dense it must first be cut and removed to allow UXO surveying to take place. **This cutting and removal must be done without breaking the surface of the sand.**

**Before being allowed to work on site all Contractors and machine operators will attend a briefing at Chivenor MOD Base hosted by the MOD Braunton Burrows Safety Officer.**

This work will be overseen by Rupert Hawley, Project Officer (PO) at Plantlife, working in partnership with the landowner Christie Devon Estates and Natural England.

The Contractor is the Company undertaking the work on site including all machine operators and other personnel.

Plantlife will maintain frequent liaison with the Contractor(s) to facilitate and monitor the contract. A timetable for delivery of outputs and payment schedule will be determined upon appointment of a contractor. Fortnightly updates on progress are expected by email, with monthly progress reviews via an online meeting platform.

Plantlife is seeking a contractor or group of contractors that can deliver the goods or services listed below. This information is a statement of minimum requirements and is not intended to limit creative or original thinking in the preparation of proposals.

## Requirements

### General Guidance

- Final areas will be agreed on a schedule of works, maps and plans.
- The boundaries of the UXO cleared areas will be clearly indicated on the ground by the PO and MOD maps of the cleared areas will be supplied. It is up to the Contractor to ensure that they understand the UXO cleared boundaries and they will be asked to sign a document to confirm that they understand the maps and GPS Grid reference locations.
- The MOD Safety Officer will give a UXO Health & Safety talk at Chivenor RMB which needs to be attended by all Contractors working on site. New personnel brought on site once works have started will need to attend the UXO H&S talk.
- The Project Officer PO will be on site as work progresses; to indicate where the work will take place and the boundaries and areas of habitat / plants that must be avoided. Where necessary the PO will mark areas with protected species with posts and tape so that they can be avoided.
- Contractors will be briefed by the PO so that they understand why the work is taking place and its benefits. They will in turn be expected to communicate effectively and positively with the public if approached.
- When Contractor and operators are on-site there will be information boards explaining the works; both in Sandy Lane car park and on two “sandwich-boards” on the main routes into work sites but at a sufficient distance so as to pose no risk to those looking at them. Contractors will manage these information points moving them as necessary.
- Access will be along existing tracks created by the military. Where it is necessary to travel to sites off-track, vehicles will avoid areas of wet dune slack whenever possible. ACCESS TRACKS WILL BE AGREED WITH PO.
- **Ground conditions:** if the works-site becomes waterlogged the Contractor will liaise with the PO to ensure scrub / scrape work can go-ahead without damaging protected habitats or items of Historic Interest. If the access to works-site become waterlogged the Contractor will liaise with the PO to minimize damage to tracks.

- **Unexploded Ordnance (UXO) - Branton Burrows was used as a Training area for the D-Day Landings and although the site was cleared; unexploded ordnance remains across the site.** The contractor will include UXO in their Risk Assessment, show protocols, mitigation and take responsibility for their staff's safety. All staff on-site must have taken part in a Safety Briefing from the MOD Safety Officer.
- Ensure all Health and Safety precautions and risk assessments are undertaken.
- If items of historic interest, typically Second World War relics are uncovered: works must cease immediately. All finds must be reported to the Project Officer. Guidance must be taken so that they are not damaged or undermined.
- Any damage to gates, fences, tracks, culverts, pipes, cables or any other structures must be made good and the completed repair signed off by the PO.
- Keys to access gates will be made available to Contractors. Keys must not be copied without permission and all keys must be returned to the PO at the end of the Contract.

#### **Scrub work (see Table 1)**

- A minimum of 42 hectares of scrub to be cleared to leave a suitable habitat for the natural restoration of dune turf so that it can be grazed. Cut and remove all scrub and trees removing the entire stem and root systems.
- In areas where UXO clearance has not taken place the vegetation must first be cut and removed without penetration of the ground – **the surface of the sand must not be broken by any machinery**. These areas will then be UXO surveyed and remaining plant matter (including root systems) can then be removed.
- Scrub may be cleared using chainsaws, tractors, handlers or diggers with grab, rake, cutters or saw – other methods are possible with agreement of the PO.
- Grass, rush, bramble and very low-growing scrub that is not woody may be flailed so long as woody debris does not remain.
- Stack cut material in an agreed sacrificial location for burning or removal from Branton Burrows. All scrub will be removed or burnt to ash. Depending on the volume of ash and in liaison with the PO the ash may need to be buried under 1 m of clean sand.
- **At the end of works; areas will be in a tidy condition free from cut material; brash, branches, twigs and roots so that enrichment of the sand / soil is minimized. The PO will then sign-off works as completed.**

#### **Scrape work (see Table 2)**

- A minimum of 10 hectares of scrapes to be cleared of grass and scrub, removing turf and root plates to reveal bare sand or peat, creating suitable habitat for natural restoration of early colonising plant species. The completed scrapes will be clean bare sand free from roots, twigs, leaves and branches; typically up to 10 – 15 cm of the surface will be stripped and the vegetative root mat taken away.

- In areas where UXO clearance has not taken place (**1.104 ha** of the 10 ha) the vegetation must first be cut and removed without penetration of the ground – **the surface of the sand must not be broken**. These areas will then be UXO surveyed and remaining plant matter including roots etc can then be removed in the process of making the scrapes.
- Scrapes will be created using swing shovel with buckets and rakes – other methods are possible with the prior agreement of the PO.
- The sand, soil and vegetation will then be taken away by dumpers / dumper trucks to designated site/s. The location of these designated sites will be indicated by the PO and will be, where possible, within 100 metres of work site. The dumped material will be contoured to mirror existing dune topography and capped with a minimum of half a metre of clean sand.

Table 1

UXO Cleared areas to be scraped is 10 hectares. Scrub not UXO surveyed in **RED** needs clearing to allow UXO surveys before scraping.

Location	Area to be scraped	High trees	High scrub <u>not</u> UXO surveyed	Medium scrub <u>not</u> UXO surveyed	Low scrub / grass
Pebble	4	0	0.2	0.2	4.2
Churchill	4	0	0.4	0.2	1.1
Doughnut	0.44	0.001	0	0	0
Ugly	1.56	0	0.7	0.1	0.13
<b>Total</b>	<b>10</b>	<b>0.001</b>	<b>1.3</b>	<b>0.5</b>	<b>5.43</b>

Table 2

Scrub works – 42 hectares of scrub to be removed. (Does not include scrub as above in Table 1)

Location	High trees <u>not</u> UXO surveyed	High scrub <u>not</u> UXO surveyed	Medium scrub <u>not</u> UXO surveyed	Low scrub / grass <u>not</u> UXO surveyed	Total hectarage
Pebble	0	0	0	0.56	0.56
Churchill	0	1.33	1.42	1.96	4.71
Doughnut	1.0	0	0.65	1.42	3.07
Ugly	0	0	1.67	0	1.67
Twayblade	0.35	0	3.91	4.95	9.21
Horsebreakers	0	1.17	0.77	0.78	2.72
Long Slack	0	0.5	0.4	0.25	1.15
Sandy Lane	1.5	0	0	0.64	2.14
Sandy Meres	1.0	0	0	0	1
Two Ponds	0.91	0.51	1.47	1.95	4.84
Venners	0.35	0.93	1.6	0.39	3.27
Partridge	0	0.22	0.51	0	0.73
Round	0	1.28	0.53	0.92	2.73
I Lane	0	1.3	0.19	0.71	2.20
Saunton car park	0	0	2.0 sea buckthorn	0	2
<b>Totals</b>	<b>5.11</b>	<b>7.24</b>	<b>15.12</b>	<b>14.53</b>	<b>42.00</b>



## CONTRACT MANAGEMENT

The Dynamic Dunescapes restoration work at Branton Burrows is led by Plantlife. This Scrub and Scrape Contract runs over the Autumn & Winter of 2021 / 22 from the 9<sup>th</sup> September to 28<sup>th</sup> February 2022. The work is overseen by the Branton Burrows Project Officer (PO) who will maintain frequent contact to facilitate and monitor the contract.

## HOW TO APPLY

If you have a proven track record of delivering the type of work outlined in the **Specification** and are interested on taking on this Contract then please supply the following information:

- Details highlighting experience and understanding of clearing scrub and scraping vegetation and specifically on protected areas eg sand dunes is desirable. Please detail proposed method statement including what machinery will be used, size of machines and attachments available. How will the machines be used to meet the requirements above.
- Provide evidence of capability to deliver the scale of works indicated within the timeframe allocated. Indicate proposed start date.
- A clear statement of cost to include chargeable VAT for undertaking all works. **Please quote separately for each location** – 4 Locations to Scrape and 13 Locations for Scrub clearance.
  - Indicate your professional indemnity insurance, level of public liability insurance and employer's liability insurance
  - Evidence of RAMS
  - Evidence of GDPR compliance

Any queries during the submission period will elicit responses to all those who have made an expression of interest within the specified time period.

## EVALUTATION CRITERIA

The contractor should detail in their tender how their knowledge, experience and resources will enable successful delivery of the outputs.

Successful candidates will be selected based on the following criteria:

- The competitiveness of the price quoted
- The acceptability of the Supplier's legal and financial standing
- Amount of relevant experience, knowledge and resources
- The level to which the proposed response meets the specification
- Capacity to deliver the scale of works in the indicated timeframe

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

The following information must be included in your tender submission.

## 1 Response to the Specified Requirements

- 1.1 Add any specific items you need to see - for example:
- 1.2 **Examples of similar previous work** undertaken
- 1.3 Statement of the **number of days** needed to undertake each element of the work
- 1.4 **Cost structure** making clear if this does or does not include VAT
- 1.5 **Management Information** should be supplied at xx intervals. Please include examples of the management information you will provide
- 1.6 **Proposed Project Team** Please indicate personnel expected to carry out management and delivery of this contract with Plantlife and their areas of responsibility. Include summary CVs for the Partner/Director in overall charge of the commission and of your proposed team, including technical qualifications and details of experience.
- 1.7 **Approach to the Project** What would be your approach to this project? (eg methods, any management and control procedures, quality assurance, resources etc)
- 1.8 **After sales service** Please indicate details of any warranty period associated with the goods / service, and how any such work will be carried out. Include details of contingency planning in case of disaster (such as fire, strikes, flooding etc).

## 2 Company Information

- 2.1 Registered name and trading name (if different)
- 2.2 Registered office address
- 2.3 Correspondence details for the person applying on behalf of the company
- 2.4 Company registration number
- 2.5 VAT registration number or confirmation of non-registration

- 2.6 Date company was founded (if a limited company, date of incorporation)
- 2.7 Company structure and nature of company:  
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.  
What is the current number of full time equivalent staff currently employed by the company (not larger parent company)
- 2.8 Accreditation by / Membership of Trade Association(s): Please provide details of registrations with any industry accreditation bodies. Please provide details of membership of any professional bodies or other relevant associations.
- 2.9 Quality Assurance: Please give details of any Quality Assurance certification your company holds
- 2.10 Has your company (or any project you have undertaken) won any awards, accolades or recognition?

### **3 Financial & Business Probity**

- 3.1 Are there any judgements, claims or suits pending or outstanding against your company? If yes, please provide full details.  
Has your company ever failed to complete a contract? If yes, please provide full details.
- 3.2 Please include answers to those of the following questions that apply to your Company's circumstances:

- a) 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.
- b) 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.
- c) 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.
- d) no Directors, Partners, Associates or the Company Secretary have been involved in any Company which has been liquidated or gone into receivership.
- e) 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.
- f) 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.
- g) 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

h) 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.

If you cannot answer an applicable question in the affirmative, please supply further detail.

- 3.3 a) Please list the names of any Director, Partner, Associate or Company Secretary who has been employed by, or is a trustee of, Plantlife, giving dates.
- b) Please give details of any Director, Partner, Associate or Company Secretary who has a relative who is employed by Plantlife at a senior level, or is a trustee of Plantlife
- c) Please list the names of any Director, Partner, Associate or Company Secretary who has any involvement in other Companies who provide services to Plantlife
- d) 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.
- 3.4 Please provide the name of your insurer, policy number, cover value and expiry date for the following Insurance policies, and supply a scanned copy of each certificate.
- Employers Liability
  - Public Liability
  - Professional Indemnity
  - All Risks (if applicable)

#### **4 Health & Safety, Environment and Society**

Please answer the following questions, providing full details where applicable

- 4.1 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?
- 4.2 Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of environmental legislation?

- 4.3 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?
- 4.4 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?
- 4.5 What efforts are your company making to minimise its impact on the environment?
- 4.6 How is your company encouraging inclusion and diversity in its working practices?
- 4.7 Please include a copy of your ethical trade and modern slavery statements

## 5 References

Suppliers are requested to provide details of two references from their existing clientele, supplying full name, address, telephone number, email address, contact name, nature of the work done, period of contract and the estimated annual value of the contract. In supplying this information, Suppliers shall have granted Plantlife permission to seek such information as deemed necessary, in relation to the Suppliers performance with their nominated references.



## PART E TERMS AND CONDITIONS

This tender is not and should not be taken as intent to purchase goods or services. Rather, the vendor is being invited to submit a proposal at the vendor's expense and volition.

Plantlife accepts no liability for time, property or material cost expended in the provision of a proposal.

Plantlife reserves the right to request its suppliers to comply with its terms and conditions, to the exclusion of a supplier's terms and conditions.

Plantlife expects all suppliers it works with to adhere to certain ethical and environmental standards. Please download our Responsible Purchasing Policy.

## **Confidentiality**

This tender and all related information is confidential and the property of Plantlife. However, we recognise that as part of the tender process, we each may exchange information that is deemed confidential. Accordingly, by us sending you this invitation to tender and your response to it, we each agree to the following commitments regarding confidentiality.

For the purposes of this section, “Confidential Information” shall mean all information, data or materials received by one Party from the other (including, without limitation, drawings, sketches, photographs, computer software, ideas, design, know-how, formulae, processes, copyrights, inventions, techniques, new product details, business plans, financial information) that are marked “confidential” or otherwise stated to be confidential or which by their nature should reasonably be regarded by the receiving Party as confidential and any copies or extracts thereof in any media whatsoever;

Each party undertakes that it shall not disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by the following paragraph.

Each party may disclose the other party's Confidential Information:

- to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this invitation to tender. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this section on confidentiality; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this tender.





<b>PART F</b> <b>CERTIFICATE OF BONA FIDE OFFER</b>
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***PLEASE INCLUDE THE FOLLOWING CERTIFICATE IN YOUR TENDER DOCUMENTATION***

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 they 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, Plantlife 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 Plantlife can terminate any agreement between Plantlife and the company formed on the basis of this tender, and we will pay to Plantlife any loss or expenses Plantlife 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	
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## PART G FURTHER INFORMATION

1. All information in this document is provided in good faith and represents Plantlife's view of the service Plantlife requires. Plantlife reserves the right to amend the specification at any time during the Tender process.
2. Part D of this invitation includes a comprehensive list of the information and documentation required to tender. If you are unable to comply with a request for information or provide the 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 document.
3. Suppliers should ensure that their tenders are clear and concise.
4. Suppliers are advised that any approaches to Plantlife following the opening of tenders other than through agreed channels could lead to disqualification.
5. Plantlife may require supplementary information or clarification or further evidence of the information given. If appropriate, Plantlife may wish to visit reference sites given as evidence of relevant experience.
6. Plantlife 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, and site visits.
7. 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.
8. 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.
9. No charge will be made to Plantlife by applicants for any preparation costs accrued during the tender process, whether the applicant was successful or not.

10. You are invited to submit your best offer for the work as detailed above. Plantlife reserves the right to undertake post-tender negotiations.
11. If you require any further information or clarification regarding this tender please contact Rupert Hawley [rupert.hawley@plantlife.org.uk](mailto:rupert.hawley@plantlife.org.uk)
12. 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. Answers and information given in your reply will therefore become a binding part of the contractual relationship between yourselves and Plantlife.
13. Plantlife does not bind itself to accept the lowest or any Tender, and reserves the right to accept part only of a Tender. Plantlife reserves the right to procure individual elements of the required solution from one or more supplier if appropriate.