

Date: 7th March 2022

Dear Sir or Madam,

TENDER FOR THE INSTALLATION OF AN ANTI-PREDATOR FENCE AT RSPB CLIFFE POOLS

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 will.tofts@rspb.org.uk by 5pm on 30th March 2022.

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 or carry out a site visit, please email will.tofts@rspb.org.uk

Yours faithfully

Will Tofts

Project Manager

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 will.tofts@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 | **7th March 2022** |
| Tender documents to be returned  | **5pm on 30th of March 2022** |
| Commencement of orders for goods | **15th April 2022** |
| Installation period | **15th August 2022– 1st Jan 2023** |
| Works completion (including snagging) | **1st February 2023** |

1. Tender Returns

Applicants are requested to return completed Tender Documents which should include;

* Document C (Part 2),
* Document D,
* Document E,
* Document F,
* Document G and,
* Additional case studie/s demonstrating experience of fulfilling similar contracts (if applicable).

**either on or before the deadline of** **5pm (GMT) 30th March 2022.**

Failure to complete and sign any of the Documents or submit the requested information by the deadline may result in the disqualification of the tender.

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** |
| Ability to meet specifications of materials required | 50% |
| Cost of design and its delivery | 50% |
| Ability to meet delivery deadline | Pass/Fail |

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

For details on the RSPB’s challenges and achievements in the previous financial year please go to

<https://ww2.rspb.org.uk/about-the-rspb/about-us/how-we-are-run/annualreview/>

For details on the RSPB Mission please go to

<https://ww2.rspb.org.uk/about-the-rspb/about-us/our-mission/>

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

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

**Summary;**

* Supply and install 5000m anti-predator fencing and 5no. gates. The following design principles are overarching:
	+ The overall fence height (including overhang) must be no more than 2m high but no less than 1.8m high.
	+ The apron must be:
		- No less than 300mm when buried vertically in the ground.
	+ The netting mesh must comprise 50mm vertical spacing and 100mm horizontal spacing between wires i.e. ‘otter’ or ‘predator’ netting.
	+ The hinge on the netting to be placed at the top of the fence to create the overhang with crank brackets.
	+ Crank extension brackets must be no less than 400mm at 45 degrees.
	+ Gates are vehicle gates and must have/be:
		- Fully meshed.
		- Fitted with an overhang that finishes flush with the adjacent fence overhang.
		- A concrete threshold no less than 400mm x 400mm x the width between gate posts and finished flush with ground level.
		- Gap between the bottom of the gate and the threshold must be no more than 50mm.
* Whilst the specification is presented below, considering material supply issues, variation to the specification is acceptable. However, variation from the overarching design principles above is not acceptable.
* All works must be completed, and invoices received by the 1st of February 2023.

**Specification;**

* **Posts:**
	+ **Strainers;** galvanised 75mm diameter angle or box strainers set at no more than 100m spacing and/or at each change of direction and either side of each gate with finished height at 1.6m.
	+ **Intermediates;** Versalok, Deltapost, Clipex or equivalent with 4m spacing and finished height at 1.6m.
	+ **Crank brackets;** Versalok galvanised cranks or equivalent fixed to the top of each intermediate and strainer post and secured on the external face.
* **Wire:**
	+ **Netting;** Tornado RL23/240/5 C5 or Hampson Otter Netting (made to bespoke height of minimum 240cm) with 50mm (w) x 100mm (h) mesh or equivalent secured to the external face of strainers and intermediates with c.300mm 'skirt' buried vertically below ground level. Overhang netting to be secured on top of, and supported by, each crank bracket.
	+ **Barbed wire;** 2x high tensile strands secured to the external face of strainers and intermediates at 800mm and 1200mm heights.
* **Gates:**
	+ **Gates:**
		- Tornado 12’ x 6’ galvanised deer gate fully meshed or equivalent.
		- 3no. cranks fitted to the external face in line with fence cranks to provide continuous protection at these ‘weak’ spots.
		- Tornado RL23/240/5 C5 fixed to the cranks with overlap onto the gate’s mesh.
		- Inward opening into the protected area.
	+ **Hanging posts;** Galvanised metal hanging and slotted keep posts for deer gates.
	+ **Concrete threshold;** no less than 400mm x 400mm x the width between gate posts and finished flush with ground level.



Final delivery address:

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| --- | --- |
| The Works: | RSPB Cliffe Pools Anti-Predator Fencing and Gates  |
| The works address: | RSPB Cliffe Pools |
|  | Salt Lane, Cliffe, Rochester |
|  | Kent, ME3 7SU |

**Part 2:**

1 **Supply of Equipment/Materials**

This project requires the contractor to fencing to the specifications outlined above. We’d like to know more about what you can supply and how this will fulfil our requirements.

*Are you able to fully supply materials as required? Please provide details.*

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

2.        **Delivery of Equipment/Materials**

This project requires the contractor to supply and install the fencing before a set deadline of 1st January 2023. In the current context of equipment/materials supply chain delays, we’d like to know more about your approach to supplying all equipment/materials in order to meet the stated deadline.

*Are you able to fully supply equipment/materials? In order to reach our deadline at the end of February, please identify your strategy for meeting the equipment/materials demand required by this project. When answering please consider potential equipment/materials lead times, risks and your capacity to store materials.*

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

**. After sales service**

Please indicate below details of any warranty period associated with the equipment/materials provided.

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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)** |
|  |  |
| **1.3** | **Company Registration No (if applicable)****VAT registration number (if applicable)** |
|  |  |
| **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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| **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** |
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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 materials and labour as outlined in specifications (Document C) | £      + VAT |

**Payment terms**

Please indicate below full details of expected payment terms and associated costs including any upfront payments required to cover the cost of equipment/materials and labour.

**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/)

Suppliers 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 supplier to choose.

**References**

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

Reference 1

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| --- | --- |
| 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

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

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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 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.**