Request for Quotation

Clay extraction, drying bunds creation and gate installation at Stodmarsh NNR 2024

**November 2024**

Request for Quotation

**Clay extraction, drying bund creation and gate instillation at Stodmarsh NNR**

You are invited to submit a quotation for the requirement described in the specification, Section 2.

Your response should be returned to the following email address:

Email: Robin.Hanson@naturalengland.org.uk

All quotations to be submitted by:

Date: 29th November 2024

Time: 17:00

Ensure you include the name of the quotation and ‘Final Submission’ in the subject field to make it clear that it is your response.

Contact Details and Timetable

Robin Hanson will be your contact for any questions linked to the content of the quote or the process. Please submit any clarification questions via email and note that, unless commercially sensitive, both the question and the response will be circulated to all tenderers.

|  |  |
| --- | --- |
| Action | Date |
| Date of issue of RFQ | 7th November 2024 |
| Date of site visit | 21st & 22nd November 2024 at 10am  Please contact Robin Hanson to arrange  Stodmarsh NNR car park (what 3 words strutting.share.last) |
| Deadline for clarifications questions | 25th November 2024 |
| Deadline for receipt of Quotation | 29th November 2024 |
| Intended date of Contract Award | 9th December 2024 |
| Intended Contract Start Date | 16th December 2024 |
| Intended Delivery Date / Contract Duration | 6/1/2025 - 24/01/2025 |

Section 1: General Information

Glossary

Unless the context otherwise requires, the following words and expressions used within this Request for Quotation shall have the following meanings (to be interpreted in the singular or plural as the context requires):

|  |  |
| --- | --- |
|  |  |
| “Authority” | means Natural England who is the Contracting Authority. |
| “Contract” | means the contract to be entered into by the Authority and the successful supplier. |
| “Response” | means the information submitted by a supplier in response to the RFQ. |
| “RFQ” | means this Request for Quotation and all related documents published by the Authority and made available to suppliers. |

Conditions applying to the RFQ

You should examine your Response and related documents ensuring it is complete and in accordance with the stated instructions prior to submission.

Your Response must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your Response fully and accurately and that prices quoted are arithmetically correct for the units stated.

By submitting a Response, you, the supplier, are deemed to accept the terms and conditions provided in the RFQ. Confirmation of this is required in Annex 2.

Failure to comply with the instructions set out in the RFQ may result in the supplier’s exclusion from this quotation process.

Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

Self-Declaration and Mandatory Requirements

The RFQ includes a self-declaration response (Annex 1) which covers basic information about the supplier, as well as any grounds for exclusion. If you do not comply with them, your quotation will not be evaluated.

Any mandatory requirements will be set out in Section 2, Specification of Requirements and, if you do not comply with them, your quotation will not be evaluated.

Clarifications

Any request for clarification regarding the RFQ and supporting documentation must be submitted via email no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all suppliers via email unless deemed commercially sensitive.

If a supplier believes that a request for clarification is commercially sensitive, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:

* the clarification and response are not commercially sensitive; and
* all suppliers may benefit from its disclosure,

then the Authority will notify the supplier (via email), and the supplier will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If not withdrawn by the supplier within 2 working days of the Authority’s notification, the Authority may publish the clarification request and its response to all suppliers and the Authority shall not be liable to the supplier for any consequences of such publication.

The Authority reserves the right to seek clarification of any aspect of a quotation and/or provide additional information during the evaluation phase to carry out a fair evaluation. Where the Authority seeks clarification on any aspect of the quotation, the supplier must respond within the timeframe requested by the Authority.

Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you via email.

Suppliers may modify their quotation prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Suppliers may withdraw their quotations at any time by submitting a notice via the email to the named contact.

Conditions of Contract

The Authority’s Standard Good and Services Terms & Conditions (used for purchases under £50k) can be located

Procurement at Natural England - Natural England - GOV.UK (www.gov.uk)

and will be applicable to any contract awarded as a result of this quotation process. The Authority will not accept any changes to these terms and conditions proposed by a supplier.

Suppliers should note that the quotation provided by the successful bidder will form part of the Contract.

Prices

Prices must be submitted in £ sterling, exclusive of VAT.

Disclosure

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

In addition, the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your quotation to any person who submits a request for information pursuant to those statutes.

Further to the Government’s transparency agenda, all UK Government organisations must advertise on Contract Finder in accordance with the following publication thresholds:

* Central Contracting Authority’s: £12,000
* Sub Central Contracting Authority’s and NHS Trusts: £30,000

For the purpose of this RFQ the Authority is classified as a Central Contracting Authority, Natural England with a publication threshold of £12,000' inclusive of VAT.

If this opportunity is advertised via Contracts Finder, we are obliged to publish details of the awarded contract including who has won the contract, the contract value, and indicate whether the winning supplier is a small and medium-sized enterprise (“SMEs”) or voluntary organisation or charity. A copy of the contract must also be published with confidential information redacted.

By submitting a Response, you consent to these terms as part of the procurement.

Disclaimers

Whilst the information in this RFQ and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ;
* accept any liability for the information contained in the RFQ or for the fairness, accuracy or completeness of that information; or
* accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into contractual relationships with the Authority following receipt of the RFQ should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

Protection of Personal Data

In order to comply with the General Data Protection Regulations 2018 the supplier must agree to the following:

You must only process any personal data in strict accordance with instructions from the Authority.

* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

General Data Protection Regulations 2018

For the purposes of the Regulations the Authority is the data processor.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be held and destroyed within two years of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within seven years of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to anyone outside the Authority without the consent of the data subject, unless the Authority is required by law to make such disclosures.

Equality, Diversity & Inclusion (EDI)

The Client is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with Natural England staff and service users.

Suppliers are expected to;

* support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of [Defra group’s Equality & Diversity Strategy](https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024).
* meet the standards set out in the [Government’s Supplier Code of Conduct](https://www.gov.uk/government/publications/supplier-code-of-conduct)
* work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed and opportunities realised.

Sustainable Procurement

Addressing global sustainability impacts and realising additional community benefits within commercial activity is core to Defra group’s approach, working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our commercial activity and realise benefits.

The Client encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Client’s behalf.

Conflicts of Interest

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.

We expect suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with government. A supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition

Where the supplier is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a quotation). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a quotation being rejected.

Provided that it has been carried out in an open, fair and transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the supplier.

Section 2: The Invitation

Specification of Requirements

In 2025 a path at Stodmarsh National Nature Reserve (NNR) will be improved (this will be a contract let in 2025). Works will include raising of the path using clay sourced on site. In order for the clay to be in a good working condition it must first be extracted and formed into low bunds to allow the clay to dry out before use in August 2025.

**N.B. The clay will be extracted from two “fields”, these areas are seasonally dry reedbeds and ground conditions are typical of these habitats.**

**N.B. Stodmarsh NNR periodically experiences major flood events. Present conditions indicate a higher-than-average chance the reserve may experience such an event this winter. For this reason, when evaluating tenders a proportion of the score will be relating to start dates and times to complete the works. It is recognised that this may lead to extra costs, such as additional transportation costs to span the Christmas period.**

In summary this contract is to;

1. Remove and reposition the topsoil from the surface of the proposed clay extraction trenches
2. Extract and create clay drying bunds, profiled for willdife -1000m3 of clay to be extracted
3. Existing ditch slubbing and reprofiling for wildlife
4. Instal six 14ft field gates (with wing fencing) to ensure the fields are stock proof
5. Post other works, to level and make surface good of the access track (NNR section)

**General site information**

* Site location – 2 fields at Stodmarsh NNR – see appendix 1
* Site Hazards and emergency plan - see appendix 2
* Site access
  + Access considerations to and at Stodmarsh NNR - See appendix 3 and 3a
  + Suggested route to Stodmarsh NNR - See Appendix 4 and 4a

**Extraction Sites/fields**

The clay will be extracted from 2 fields at Stodmarsh NNR. For surface areas and maximum available volumes of clay of these two fields, please see Appendix 5.

Please note the supporting pictures (Appendix 6) detail the maximum possible clay extraction over these two fields. What is needed under this contract is **1000m3 of clay** and for both fields to be re-re-formed to optimise the profile of existing ditches and clay extraction trenches for the benefit of wildlife, the fields must be left stock proof through ditch slubbing and the installation of 6 field gates, including wing fencing.

1. **Top soil extraction**

Before the clay can be reached the topsoil must first be cleared from the proposed clay extraction trenches. A majority of the topsoil will be placed in rows running parallel to the clay extraction trenches, (Appendix 6) (the white areas between the blue and red hatched area will be for the topsoil).

400m3 of topsoil will need to be moved to designated areas(see Appendix 6) to be piled into mounds for future use. Due to the presence of beavers in the area, galvanised welded wire mesh (3mm gauge with squares no larger than 100mm) sheets will need to be laid on the ground of the of the mound sites before the topsoil is deposited.

1. **Extract and create clay drying bunds, profiled for willdife**

Clay extraction trenches are to be 1.5m wide and 1m deep. The trench edges need as large a marginal shelf and gentle sloping bank that field surface area allows but only to a maximum of a single reach of the excavator arm or 10m (whichever is greater)

Extracted clay is to be formed into 3m wide 0.5m high bunds, running parallel to the extraction trenches. 1000m3 of clay to be extracted See Appendix 6

1. **Existing ditch slubbing and reprofiling**

Reinstatement of the ditches surrounding the two fields. Profile the existing ditches to create marginal shelves and as gently sloping banks as possible, but only to the extent of a single reach of the excavators arm or 10m (whichever is greater). The material created by slubbing, marginal shelf and bank must be formed into smooth/even surfaced bunds running parallel to the newly created ditch bank. These bunds should be no higher than 0.5m and have at least a 1 in 3 slope profile. See Appendix 6

1. **Gate and wing fencing instillation**

Remove and dispose of any fencing in the designated gate/wing fencing areas.

Instal six 14ft field gates (with wing fencing) to ensure the fields are stock proof (cattle) and it is possible to move cattle between the two fields without using any additional fencing, i.e. the gates and wing fencing will prevent stock from being able to get onto the adjoining paths.

Gate posts should be Oak, field gates should be timber and pressure treated and have a heavy bottom rail. See Appendix 7 for gate and wing fence locations.

1. **Post other works, to level and make surface good of the access track (NNR section)**

On completion of all other works the earth footpath used to access the fields must be made good, i.e. level, even and an equal or greater width than before works began.

If significant rutting is added to other areas of the access route, i.e. those outside of the NNR these must also be made good.

Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority’s preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Full payment will be made on completion of the work.

It is anticipated that this contract will be awarded for a period of 7 weeks to end no later than 28th Feb 2025. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

Evaluation Methodology

We will award this contract in line with the most economically advantageous tender (MEAT). This will be assessed using the following award criteria:

* Price: 40%
* Quality: 60%. Comprising; Technical expertise/experience, H&S measures and planning

**Evaluation criteria**

Evaluation weightings are **6**0% technical and **4**0% commercial, the winning tender will be the highest scoring combined score.

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| --- | --- | --- | --- | --- |
| Award Criteria | Weighting (%) | Evaluation Topic & Weighting | Sub-Criteria | Weighted Question |
| Technical | 60% | Technical Skills | Methodology | 1 Questions  Q1. 20% of technical score available.  Minimum score 70  Q2 20% of technical score available.  Minimum score 70  See technical scoring criteria below (page 10) |
| Experience of similar projects | 2 Questions  Q2 – 20% of technical score available  Q2.1- 10% of technical score available  Minimum score 70 for each answer  See technical scoring criteria below (page 10) |
| Health & Safety | 3 Questions  Q3.- 10% of technical score available.  Q3.1 - 10% of technical score available.  Q3.2 - 10% of technical score availiable  Minimum score 70 for each answer  See technical scoring criteria below (page 10) |
| Commercial | 40% | Whole life cost of the proposed Contract | Commercial Model | 3 Questions  Q5 - 100% of commercial score available |
| Site visit | Pass/ Fail |  |  | Site visit is mandatory on consideration for the project and is a pass/fail. |

Technical Scoring (60%)

Technical evaluations will be based on responses to specific questions covering key criteria which are outlined below. Scores for questions will be based on the following:

|  |  |  |
| --- | --- | --- |
| Description | Score | Definition |
| Very good | 100 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard. |
| Good | 70 | Addresses all the Authority’s requirements with all the relevant supporting information set out in the RFQ. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard. |
| Moderate | 50 | Addresses most of the requirements with most of the relevant supporting information set out in the RFQ. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard. |
| Weak | 20 | Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met. |
| Unacceptable | 0 | No response or provides a response that gives the Authority no confidence that the requirement will be met. |

Technical evaluation is assessed using the evaluation topics and sub-criteria stated in the Evaluation Criteria section above.

Separate submissions for each technical question should be provided and will be evaluated in isolation. Tenderers should provide answers that meet the criteria of each technical question.

|  |  |
| --- | --- |
| Proposed Methodology | Detailed Evaluation Criteria |
| Q1.0 | Please detail your proposed methodology of  How you would carry out the works, including the types and numbers of machines, numbers of operators and any specialised equipment.  It is not expected that this methodology will be fully developed but rather an overview. Please see Q2.1 where past full Method statements are required. |
| Q1.1 | Demonstrate how the methodology will meet the proposed work completion deadline, including a timeline of works. |
| Similar projects | Detailed Evaluation Criteria |
| Q2.0 | Please detail your relevant experience on this type of project within similar protected landscapes sites with similar ground conditions and sensitivities. Please include two examples with references. Your examples must have been carried out in the previous 5 years. |
| Q2.1 | Please include a copy of a completed Method Statement used previously on another project, ideally of a similar nature. |
| Health & Safety | Detailed Evaluation Criteria |
| Q3.0 | List any SSIP or Accreditation scheme your company uses. |
| Q3.1 | List key staff who will be directly involved in the project and their H&S qualifications/training and experience. |
| Q3.2 | Please provide an example of a risk assessment used previously on another project, ideally of a similar nature |

Commercial (40%)

The Contract is to be awarded as a 'fixed price', which will be paid according to the completion of the deliverables stated in the Specification of Requirements.

Suppliers are required to submit a total cost to provide the deliverables stated in the Specification of Requirements. In addition to this the Commercial Response template must be completed to provide a breakdown of the whole life costs against each deliverable used in the delivery of this requirement. Please refer to fence line map in supporting documentation for details on sections.

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| --- | --- |
| Deliverable | **Price** |
| Section A |  |
| Section B |  |
| Section C |  |
| All Tasks |  |

**Calculation Method**

The method for calculating the weighted scores is as follows:

* Commercial Score = Bidders Quotation Price x **4**0%
* Technical Score = Bidder’s Total Technical Score x **6**0%
* Site visit = **Pass / Fail**

The total score (weighted) (TWS) is then calculated by adding the total weighted commercial score (WC) to the total weighted technical score (WT): WC + WT = TWS.

Information to be returned.

Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.

Please complete and return the following information:

* completed Commercial Response template
* separate response submission for each technical question (in accordance with the response instructions)
* completed Mandatory Requirements (Annex 1)
* completed Acceptance of Terms and Conditions (Annex 2)

Award

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email.

The successful supplier will be issued the contract via a Purchase Order.

Annex 1 Mandatory Requirements

Part 1 Potential Supplier Information

Please answer the following self-declaration questions in full and include this Annex in your quotation response.

Part 1.1 Potential Supplier Information:

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) | Registered office address (if applicable) |  |
| 1.1(c) | Company registration number (if applicable) |  |
| 1.1(d) | Charity registration number (if applicable) |  |
| 1.1(e) | Head office DUNS number (if applicable) |  |
| 1.1(f) | Registered VAT number |  |
| 1.1(g) | Are you a Small, Medium or Micro Enterprise (SME)? | (Yes / No) |

Note: See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

Part 1.2 Contact details and declaration

By submitting a quotation to this RFQ I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay you will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 1.2(a) | Contact name |  |
| 1.2(b) | Name of organisation |  |
| 1.2(c) | Role in organisation |  |
| 1.2(d) | Phone number |  |
| 1.2(e) | E-mail address |  |
| 1.2(f) | Postal address |  |
| 1.2(g) | Signature (electronic is acceptable) |  |
| 1.2(h) | Date |  |

Part 2 Exclusion Grounds

Part 2.1 Grounds for mandatory exclusion

|  |  |  |
| --- | --- | --- |
| Question no. | Question | Response |
| 2.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below. | |
|  | Participation in a criminal organisation. | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Corruption. | ((Yes / No)  If yes please provide details at 2.1 (b) |
|  | Fraud. | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Terrorist offences or offences linked to terrorist activities | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Money laundering or terrorist financing | (Yes / No)  If yes please provide details at 2.1 (b) |
|  | Child labour and other forms of trafficking in human beings | (Yes / No)  If yes please provide details at 2.1 (b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.1 (c) | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning) | (Yes / No) |
| 2.1(d) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | (Yes / No) |
| 2.1(e) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Part 2.2 Grounds for discretionary exclusion

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| --- | --- | --- |
| Question no. | Question | Response |
| 2.2(a) | The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation | |
| 2.2(b) | Breach of environmental obligations? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2(c) | Breach of social obligations? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2(d) | Breach of labour law obligations? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2(e) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | (Yes / No)  If yes please provide details at 2.2 (f) |
| 2.2 (f) | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

Annex 2 Acceptance of Terms and Conditions

I/We accept in full the terms and conditions appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

