



# **Request for Quotation**

**Persistent Organic Pollutants (POPs) in  
construction and demolition (C&D) waste  
– desk study - Project**

**28 October 2022**

# Request for Quotation

## Persistent Organic Pollutants (POPs) in construction and demolition (C&D) waste – desk study - Project

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

The following 2 step process is to be followed:

1. Please confirm via email to [sam.lusted@environment-agency.gov.uk](mailto:sam.lusted@environment-agency.gov.uk) no later than the **18 November 2022 at 17:00 BST** that you wish to participate in the opportunity. You will receive notification inviting you to register on the Authority's eMarketplace Solution. You are not required to formally register but may proceed using a guest account.

You will be asked to confirm access to the Authority's eMarketplace Solution and RFQ documentation and whether you intend to submit a quote or not via the solutions messaging capability. All further correspondence and activity relating to the opportunity will be conducted via the Authority's eMarketplace Solution.

2. Your final Response should be submitted via the Authority's eMarketplace Solution by **02 December 2022 at 17:00 BST**.

## Contact Details and Timetable

Sam Lusted will be your contact for any questions linked to the content of the quote or the process. Please submit any questions via the Authority's eMarketplace Solution messaging facility 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	11-Nov-2022 at 17:00 BST
Deadline for expressions of interest to participate via the Authority's eMarketplace Solution	18-Nov-2022 at 17:00 BST
Deadline for clarifications questions	25-Nov-2022 at 17:00 BST
Deadline for receipt of Quotation	02-Dec-2022 at 17:00 BST
Intended date of Contract Award	09-Dec-2022
Intended Contract Start Date	09-Dec-2022
Intended Delivery Date / Contract Duration	28-Feb-2023

## 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 the Environment Agency
“Contract”	means the contract to be entered into by the Authority and the successful supplier.
“eMarketplace Solution”	means the e-Procurement solution used to support electronic catalogues, Request for Quote, Quick Quote (Spot Buy), e-Invoicing and e-Payments.
“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

The RFQ will be run via the Authority’s eMarketplace Solution. It is not mandatory to register with the solution to participate in the quotation process, you may participate in the process using the guest account provided. However, if successful you will be required to register.

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

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

By submitting a quotation, 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 the Authority's eMarketplace Solution 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 the Authority's eMarketplace Solution 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.

the Authority will notify the supplier (via the Authority's eMarketplace Solution), 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 the eMarketplace Solution.

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 Authority's eMarketplace Solution.

## Conditions of Contract

The Authority's standard of services provided as part of the RFQ will be included in 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 be incorporated into the Contract as a specific Annex.

## 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: £10,000
- Sub Central Contracting Authority's and NHS Trusts: £25,000

For the purpose of this RFQ the Authority is classified as a Sub Central Contracting Authority with a publication threshold of £25,000 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 quotation, 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.

## **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.

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**

#### **Background to Environment Agency**

We are the Environment Agency. We protect and improve the environment. We help people and wildlife adapt to climate change and reduce its impacts, including flooding, drought, sea level rise and coastal erosion. We improve the quality of our water, land and air by tackling pollution. We work with businesses to help them comply with environmental regulations. A healthy and diverse environment enhances people's lives and contributes to economic growth. We can't do this alone. We work as part of the Defra group (Department for Environment, Food & Rural Affairs), with the rest of government, local councils, businesses, civil society groups and local communities to create a better place for people and wildlife.

#### **Background to the specific work area relevant to this purchase**

A range of Persistent Organic Pollutants (POPs), and other hazardous chemicals, are likely to be present in materials previously or currently used in the construction sector.

The key objectives of this 3-month project are to

- Review existing information sources
- To identify materials used in construction and/or present in construction and demolition waste that may contain POPs and other hazardous chemicals
- To support design and delivery of a 2-year sampling and analytical study in 2023-2025, focussed primarily of POPs, that inform regulatory decision making and interventions.

#### **Requirement**

The successful contractor will undertake the following tasks for the POPs in Construction and Demolition Waste

- 1) Organise a preliminary meeting(s), either face to face or virtually, with the Environment Agency to discuss any matters requiring clarification prior to commencing the contract.
- 2) Attendance at project meetings at the start and during the project will be required and this will be via digital communication and/or attendance at a suitable meeting venue for a face-to-face meeting.
- 3) Undertake a review of the available national and international information and literature on:
  - past or current use of chemicals listed (or nominated) as POPs in products (or materials) used in Construction,
  - POPs in waste C&D materials
  - Material composition of construction and demolition wastes (to the extent needed to support the previous two bullets),
  - Other information on POPs as relevant.
- 4) Undertake a review of the available national and international information and literature on:
  - past or current use of chemicals classified as hazardous substances in products (or materials) used in Construction,
  - Hazardous substances in waste C&D materials



- Material composition of construction and demolition wastes (to the extent needed to support the previous two bullets),
- Other information on hazardous substances as relevant.

- 5) Produce a draft report for the Environment Agency setting out which materials likely to be found in C&D waste
  - (i) are at risk containing POPs.
  - (ii) are at risk of containing hazardous substances

This includes

- (iii) at what concentrations they chemicals may be present,
- (iv) how common they are in a material/item, and how common that material/item is in the waste stream
- (v) whether any POPs and/or hazardous substances are likely to occur together in certain materials (i.e., if the waste may be both hazardous and POPs waste).
- (vi) whether they are associated with a particular origin or age (i.e., are they an issue for new products or only older materials) within the sector, and
- (vii) identifying any uncertainties.

Note: The purpose of this information is to provide the background information for the design of the sampling plan, including analytical suites, and prioritise waste materials for consideration in a subsequent study.

- 6) Review, amend, finalise and agree this report with the Environment Agency. Provide an electronic copy of the final, agreed, written report in both Microsoft Word and Pdf format to the Environment Agency by the 28 February 2023.

## 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, using the schedule below:

- 100% at completion of final report

It is anticipated that this contract will be awarded for a period of ~3 months to end no later than 28 February 2023. 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 and in advance of any work commencing and may be subject to further competition.

## Sustainability

The Environment Agency protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in

keeping with the 25-year environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

## Outputs and Contract Management

Reference	Deliverable	Responsible party	Date of completion
A1	Draft report submitted to the Environment Agency	Contractor	07 February 2023
A2	Final report submitted to the Environment Agency	Contractor	28 February 2023
A3	All invoices submitted to the Environment Agency	Contractor	28 February 2023

- W/C 12th December 2022– start up meeting between project team and supplier
- Regular progress meetings to be agreed between the project team and supplier
- 31st January 2023 – draft report due in digital format (Microsoft Word) via e-mail
- 28th February – final report due. Three copies, digital format via e-mail
- Contract to be completed by 28th February 2023
- W/C 27th February 2023 – wash up meeting

## Quality Assurance

The Contractor and their sub-contractors are required to apply an appropriate, audited quality assurance process for the tasks required. The Environment Agency will not accept costs relating to delays or re-work required that is due to the fault of the Contractor or their sub-contractor.

## Evaluation Methodology

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

Technical – 60%  
Commercial – 40%

### Evaluation criteria

Evaluation weightings are 60% technical and 40% commercial, the winning tenderer will be the highest scoring combined score.

Award Criteria	Weighting (%)	Evaluation Topic & Weighting	Sub-Criteria	Weighted Question
Technical	60%	Service / Product Proposal	Methodology	40% (Q1)
			Key personnel	30% (Q2)
			Project Management	30% (Q3)
Commercial	40%	Whole life cost of the proposed Contract	Commercial Model	100%

### **Technical (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:

Descriptor	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.

Methodology	Detailed Evaluation Criteria
Q1	<p>Please explain your proposed methodology for undertaking this work. Please include:</p> <ul style="list-style-type: none"> <li>• what information you will use</li> <li>• where you will obtain your information from</li> <li>• how you will compile and present it</li> <li>• what approach you will take if there is too little/too much information.</li> </ul> <p>Reply length: Max 4 sides A4</p>

Key personnel	Detailed Evaluation Criteria
Q2	<p>Please provide details of the key staff to be used for the project, their experience of undertaking similar work and any relevant qualifications they hold. Please explain who will undertake each aspect of the work and their roles.</p> <p>DO NOT attach CVs to your reply. Your reply should contain a short pen portrait to evidence the relevant experience, skills and qualifications for each key member of the project team.</p> <p>The information provided should evidence the following skills:</p> <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Ability to undertake research and interpret technical data and information</li> <li>• Report writing</li> <li>• Quality assurance</li> </ul> <p>A project team organisation diagram should be attached with your reply that provides a clear reporting structure.</p> <p>Reply length: Max 8 sides A4 + project team diagram</p>

Project Management	Detailed Evaluation Criteria
Q3	<p>Please explain how the project will be managed to ensure delivery meets time and quality standards. Please provide/explain:</p> <ul style="list-style-type: none"> <li>• your company's experience of successfully undertaking similar studies. A short case study (approx. 1 side A4) should be included to evidence your experience</li> <li>• how the project will be managed, evidencing a planned approach, identification and mitigation of key project risks and the ability to deliver high quality outputs within the required timeframes.</li> <li>• a project timetable that includes the critical path for key activities. This can be in the form of a Gantt chart or similar attached with your reply</li> </ul>

	<ul style="list-style-type: none"> <li>• an overview of the quality assurance procedures you will apply to the project</li> <li>• how you will ensure project continuity if key staff become unavailable. Please include how you will manage the business risks and wider project risks associated with Covid-19.</li> <li>• a breakdown of costs which form your overall bid</li> <li>• If you are using sub-contractors to deliver key elements of the project, please advise how they will be managed</li> </ul> <p>Reply length: Max 8 sides A4 + project timetable</p>
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### **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.

### **Calculation Method**

The method for calculating the weighted scores is as follows:

- Commercial

$$\text{Score} = \frac{\text{Lowest Quotation Price}}{\text{Supplier's Quotation Price}} \times 40\% \text{ (Maximum available marks)}$$

- Technical

$$\text{Score} = \frac{\text{Bidder's Total Technical Score}}{\text{Highest Technical Score}} \times 60\% \text{ (Maximum available marks)}$$

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 the Authority's eMarketplace Solution messaging facility.

The successful supplier will be issued a contract award letter for signature.

## 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	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) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>

### 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.

Part 1	Contact details and declaration	
Question no.	Question	Response
1.2(a)	Contact name	
1.2(b)	Name of organisation	

<sup>1</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

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	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 <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	



2.2	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 <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	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 <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	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 3: Discretionary Exclusion

Section 3	Grounds for discretionary exclusion	
Question no.	Question	Response
3.1	The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a> , 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.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	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	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

	that prior contract, damages or other comparable sanctions?	
3.2	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 \_\_\_\_\_