



Request for Proposal Single Stage

Agglestone Mire Restoration Year 2

Date of Issue: 19th April 2024
Deadline Date for Responses: 7th June 2024



Department
for Environment
Food & Rural Affairs



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Definitions:

Opportunity	The requirement that the Trust is seeking market and Supplier information on
Participant(s)	Any organisation providing a response to this RFP1
Response	A completed set of answers to the questions laid out in this RFP1
RFI	Request for Information
RFP1	Request for Proposal Single Stage
Supplier(s)	Any organisation providing a response to this RFP1
the Trust	The National Trust

Part 1 - Introduction

1a) The National Trust

In 1895 three Victorian philanthropists, concerned about the impact of uncontrolled development and industrialisation, set up the National Trust (the 'Trust') to act as a guardian for the nation in the acquisition and protection of threatened coastline, countryside and buildings. With our staff, members, volunteers and supporters, we are now the biggest conservation charity in Europe. Everyone can get involved, everyone can make a difference.

We protect and care for places so people and nature can thrive. Many millions share the belief that nature, beauty and history are for everyone. So we look after the nation's coastline, historic sites, countryside and green spaces, ensuring everyone benefits.

From wild and precious places to the world outside your window, the National Trust offers access, enjoyment and a chance for everyone to help out. Nature and the historic environment are under threat. They're essential to everyone, they enrich people's lives and are part of the fabric of society and they urgently need more care.

The National Trust is a registered charity, completely independent of the Government and therefore relies totally on the generosity of our members, visitors and other ad hoc supporters in order to continue this important work.

For more information on the National Trust, please visit www.nationaltrust.org.uk

**Nature, beauty, history.
For everyone, for ever.**

1b) The Opportunity

This Request for Proposal Single Stage (RFP1) sets out the Trust's situation and objectives in respect of restoring the hydrological connectivity on mire habitats at Agglestone, near Studland in Dorset. The aim is to secure peat forming habitats, improve peat condition, slow flows, and maximise carbon capture. This will be achieved by using a range of sensitive restoration techniques that have been prescribed. We are seeking information from a range of suppliers as to capacity, capability, relevant experience, proposed solution and cost. Further details on the Opportunity can be found in **Part 2 – Situation and target outcomes**.

Participating Suppliers will bear their own costs, and seek appropriate advice, for the preparation of their response.

1c) Purpose of the RFP1

The purpose of this RFP1 is to invite a list of possible suppliers to provide the Trust with information that their company has the relevant experience, expertise and can also provide a well costed quote. This will allow the Trust to understand which supplier will be capable of meeting the requirements and to identify a preferred supplier based on the information returned. Methodologies and specifications have been prescribed to carry out the restoration works to restore the hydrological function across the mire habitats, which are part of the Studland and Godlingston National Nature Reserve.

1d) Statement of Confidentiality

The contents of this document together with all other information, materials, specifications or other related documents provided by the National Trust shall be treated at all times by the Supplier as confidential information.

The Supplier shall not disclose any such information, materials, specifications or other related documents to any third parties or any other part of its group or use any such documents and materials for any purpose other than for the preparation and submission of a response to this document. The Supplier must seek the approval of the National Trust representative named in this RFP1 before providing this document or any other information, materials, specifications or related documents to any third parties. The Supplier shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and shall not disclose them or any part of them to any other person or party.

The Supplier shall not publicise the existence of this Opportunity without the prior written consent of the National Trust.

The National Trust in turn confirms that it will treat all information provided to it by the Supplier as confidential and further confirms that such information shall not be disclosed by it to any third parties other than its advisers and consultants. All intellectual property rights in this document and all materials provided by the National Trust or its professional advisers unless specifically stated otherwise are and shall remain the property of the National Trust and are protected by copyright.

Part 2 – Situation and Target Outcomes

Background

The [Dorset Peat Partnership](#) is a subgroup of the Dorset Catchment Partnership which was formed to investigate the feasibility of restoring degraded peatland habitat sites across the Dorset Heaths and to put forward plans to secure restoration grant funding from the Nature for Climate Peatland Grant Scheme. (NCPGS).

With Discovery Grant funding from the NCPGS the partnership carried out investigative surveys between 2022-2023 gathering baseline information on peat depths, hydrology, vegetation, protected species, and the historic environment engaging with landowners and stakeholders throughout. This evidence was then drawn together for sixteen potential sites with fully written site plans and restoration proposals submitted as part of a restoration grant bid to the NCPGS in May this year. In August the Dorset Peat Partnership secured funding to deliver the capital works for peatland restoration across sixteen sites.

This tender is for work at **one** of the sixteen sites - **Agglestone Mire**. The site is under the ownership of the National Trust in Purbeck and is part of the Studland and Godlingston Heath SSSI complex, which is a protected habitat with protected species.

The majority of the other peatland restoration sites of which the full project bid is composed will be subject to independent tendering rounds, for delivery this year, between April 2024 - March 2025.

Project objectives and outcomes

Due to the historic drainage that has occurred across the Agglestone mire complexes, the main project objectives are to re-establish the hydrological connectivity, using a combination of restoration techniques; Tree clearance of sallow carr within the mire system to rewet and allow for sphagnum recolonisation; the addition of leaky timber dam structures (timber and woody debris) to work at key points to slow the flow, hold back water and deflect flow paths across the mire; flailing/mulching of dominant *Molinia* tussocks; and in-filling of channels to divert flow across the floodplain to rewet the landscape to provide opportunities for peat forming plant communities to colonise and thrive.

The main outcomes of the implementation of the above works will be that the site will be capable of holding back water for longer, keeping the habitat rewetted to benefit the plant communities and make strongholds for Sphagnum mosses, and support the wider biodiversity of the Dorset Heaths. In the long term this work will be protecting our habitats from the impacts of climate change, helping to support the capture of carbon by locking it into the peat forming soils, and helping to reduce the emissions of harmful greenhouse gases.

Scope

This RFP1 is seeking interest from competent contractors with the right expertise and resources to deliver the capital works for **one** of our peatland restoration sites, to be delivered within year 2 of the grant scheme delivery phase (April 2024- March 2025). Contractors must provide evidence of previous experience of delivering similar peatland/wetland restoration projects in designated sites with the capability to deliver projects on time and within budget.

The scope of the projects is detailed in the attached documentation: Agglestone Mire restoration plan; and Agglestone specification. The site is located off Ferry Road, Studland, Dorset, BH19 3AQ. We are looking for the four sectioned areas of works (as divided in the spec) to be **priced individually** but submitted together within this tender application. This is so that available budgets can be clarified to determine if all areas of the project can be delivered to the available funds.

Work proposal dates: September 2024 – November 2024

The timing for works needs to be carried out in Year 2 of our current delivery programme which runs from **1st April 2024 to 31st March 2025**. Due to habitat, species and access considerations, we are looking for start dates from September to begin the delivery of works on site. A breakdown of the timeline to contract start date is shown in section 3c.

Site visits

A site visit with representatives from the Dorset Peat Partnership will be essential for potential contractors to view the work required. The provisional dates for site visits will be: **13:00-16:00, Tuesday 7th May 2024**.

Please notify the RFP1 contact Gen.Crisford@nationaltrust.org.uk to confirm your attendance by **Friday 3rd May** at the latest.

The meeting point will be at Knoll Beach, off Ferry Road - <https://w3w.co/mailboxes.habit.rhino>. We will walk to the site from here. Wellies are a requirement for visiting this site.

Attached documents to NT RTP1:

1. Agglestone Hydrological assessment
2. Specification Agglestone Mire – year 2
3. Preconstruction information – Agglestone Mire
4. Location, access and emergency map
5. Environmental site rules for contractors
6. Agglestone Mire Historic Environment Assessment
7. Addendum to Agglestone Mire Peat Restoration Historic Environment Assessment

Part 3 – Procurement Approach

3a) Purpose and Scope of this RFP1

This RFP1 assesses your company's:

- financial and economic strengths
- eligibility
- technical and/or professional capability
- proposed solutions
- cultural fit with the Trust

In your response to the RFP1, you will need to demonstrate that you have the appropriate qualities and resources to deliver the Opportunity successfully.

3b) Responding to this RFP1

Instructions

1. We ask that you acknowledge by email, receipt of this document and intention to submit a completed Response using the form provided in Appendix A.
2. Please complete all relevant parts of this questionnaire. Responses should be in English, and should be concise and relevant. No attempt should be made to alter the question in any way.
3. If evidence is requested to support the question, you should provide this in no more than one side of A4, unless otherwise stated. Any additional information provided/supplied that has not been requested or deemed not relevant will not be considered.
4. Statements of facts, proposals, and details submitted may be audited and further evidence may be requested in future stages of the process. Inconsistencies, ambiguities and untruths will count against the applicant.
5. You may submit, by no later than **noon, Monday 3rd June 2024** any queries that you have relating to this RFP1. Please submit such queries by email to **Gen.Crisford@nationaltrust.org.uk**. Any queries should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually.

As far as is reasonably possible, the Trust will respond to all reasonable requests for clarification of any aspect of this RFP1 and supporting documents if made before the above deadline. The Trust will aim to provide its response within 2 working days. No queries received after the above deadline will be answered.

The Trust reserves the right to issue the response to any query raised by you to all participating suppliers unless you expressly require it to be kept confidential at the time the query is raised. If the Trust considers the contents of the query not to be confidential, it will inform you and you will have the opportunity to withdraw the query.

6. The Trust reserves the right to disqualify you from tendering for the Opportunity if you fail to complete the relevant parts of the RFP1 (in full or part) as required by this document. The Trust also reserves the right to disqualify your tender at any stage in the process if it becomes aware of any omission or misrepresentation in your response to any question.
7. The Trust reserves the right to withdraw this document at any time. Should the Trust elect to withdraw this document (or for that matter terminate discussions with the Supplier for any reason) the Supplier will destroy this document along with any related documentation and materials, including any copies that it has made (whether in machine readable or hard copy) immediately.
8. Your completed RFP1 Response and bill of quantities should arrive no later than **11:59pm on Sunday 9th June 2024**. The Trust reserves the right to reject any Response which is received after this deadline.

You should provide your response in by email to: **Gen.Crisford@nationaltrust.org.uk**

Conditions

1. In submitting a Response to this RFP1 it will be implied that you accept all the provisions of this RFP1 including these conditions.
2. Nothing contained in this document shall constitute an agreement, contract or representation between the National Trust and the Supplier.
3. Your Proposal may be for all or part of the Opportunity and may be accepted by the Trust either wholly or in part. A Response will not be accepted by the Trust unless and until the Trust has signed a contract or sent a 'Notice of Award' in writing to the successful Supplier.
4. All prices should be in Pounds Sterling (UK) and excluding VAT and highlighting any assumptions. You should also provide details of any discounts or retrospective discount schemes that you might operate. The National Trust is a registered charity that receives no funding from the Government. Please take this into consideration when setting your prices.
5. Your RFP1 is submitted on the basis that you consent to:
 - a. the Trust carrying out all necessary actions to verify the information that you have provided;
 - b. the analysis of your Responses (in full or part) being undertaken by a third party commissioned by the Trust for such purposes; and
 - c. the Trust requesting further information from you as part of the verification process or to clarify any elements of your Response that are not clear.
6. The information contained in this RFP1 and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Trust will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Trust.
7. Suppliers must promptly advise the Trust in writing of any inconsistencies and omissions they discover in the RFP1.
8. Where any part of any document submitted to the Trust is based on assumptions or dependencies made by the Supplier, this must be explicitly stated by the Supplier and full details of those assumptions or dependencies provided by the Supplier in their Response.
9. It is intended that the remainder of this procurement will take place in accordance with the provisions of this RFP1 but the Trust reserves the right to terminate, amend or vary the procurement process or timelines by notice to all participating suppliers in writing. The Trust will accept no liability for any losses caused to you as a result of this.
10. You will not be entitled to claim from the Trust any cost or expenses that you may incur in preparing your Response.

Inducements and Competitive Tenders

The Supplier must not at any time during the supplier selection process, of which this RFP1 is part, commit any of the following acts:

1. Directly or indirectly, through whatever agency or medium, or by any associated or connected person, offer, give or agree to give any employee, consultant or agent of the Trust any inducement to do or refrain from doing any act for the benefit of, or to show favour to, the Supplier (or to disfavour any competitor of the Supplier);
2. Communicate to any person or persons the amount or approximate amount of the RFP1;
3. Fix or adjust the amount of the Response by or under or in accordance with any arrangement or contract with any other person or persons;

3c) Timeline

The anticipated key dates for the remainder of the procurement procedure are set out in the table below:

Event	Anticipated Dates
RFP1 issued	19 April 2024
Return of RFP1	Latest: 9 June 2024 (11:59pm)
Award Contract	21 June 2024
Contract Start	September – November 2024

3d) Assessment Criteria

The criteria below will be assessed by the Trust when considering the suitability of potential tenderers for short-listing. The evaluation will include an assessment of a potential tenderer's ability to satisfy the needs of the Trust in terms of business objectives, contractual arrangements and supplier fit. The assessment will specifically cover:

1. Mandatory questions - minimum requirements – all of these are **Mandatory pass/fail criteria**
2. Company registration and address information – required for information purposes only
3. Company operational and financial information - **5%**
4. Policies: Health & Safety, Quality Management, Ethical, Equal Opportunities, Environmental and Sustainability – **10%**
5. Relevant experience, technical ability and resources - **45%**
6. Management - **10%**
7. Suppliers proposal – **30%**

The Trust may also take into account other factors in the selection decision eg credit check, case studies and references from existing customers.

3e) Outcome of the RFP1

The outcome of this RFP1 process will feed into the framework for agreement between the National Trust and the chosen supplier. The Trust will review the Responses and, if necessary, will then shortlist a number of suppliers with whom we will conduct a post tender clarification session which may include an interview.

The selection process will conclude with a decision to either:

- a) Nominate a preferred supplier subject to a number of factors, eg confirmation of contract, provision of any relevant information (eg implementation plan), agreed Service Level Agreement
- b) Set up a framework agreement to cover multiple suppliers subject to a number of factors, eg confirmation of contract, provision of any relevant information (eg implementation plan), agreed Service Level Agreement
- c) Not go ahead with any of the suppliers

The Trust makes no obligations or undertaking in any way to:

- d) Accept any RFP1 information received from suppliers.
- e) Offer any other commitment to suppliers whatsoever, including any intention to form a contract with any supplier for provision of the Opportunity
- f) Accept the lowest bid.

Part 4 – Information Required

1. Mandatory Section

Questions marked 'MANDATORY' in this section are pass or fail. A fail may result in omission from the process due to our minimum expectations not being met.

It is advisable that you read the mandatory questions first as this will prevent any time being wasted by all parties concerned. Should you submit a response without being able to meet the MANDATORY requirements; your tender submission may not be evaluated any further.

Please keep all answers relevant and concise.

1.1	Q	Mandatory question: Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? (a) conspiracy (b) corruption (c) bribery (d) fraud (e) any offence listed-(i) in section 41 of the Counter Terrorism Act 2008, (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; (f) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by paragraph (f) (g) money laundering; (h) an offence in connection with the proceeds of criminal conduct; (i) an offence under section 4 of the Asylum and Immigration Act 2004; (j) an offence under sections 57 to 59A of the Sexual Offences Act 2003; (k) an offence under sections 70 to 71 of the Coroners and Justice Act 2009; (l) an offence in connection with the proceeds of drug trafficking; (m) an offence under sections 1 to 4 of the Modern Slavery Act 2015 If you answered “yes” please provide details that will enable the Trust to determine whether they are required to exclude you from the process.
	A	

1.2	Q	Mandatory: Does your organisation meet the definition of a commercial organisation as set out in Section 54 (Transparency in Supply Chains) of the Modern Slavery Act 2015? a) If yes, provide the latest copy of, or link to, your Modern Slavery Statement. b) If no, please provide information on what steps the organisation has taken during the current financial year to ensure that slavery and human trafficking is not taking place in any of its supply chains or own business.
	A	

1.3	Q	Mandatory: Is your organisation subject to any ongoing criminal investigations or charges relating to Modern Slavery? If yes, please provide details.
	A	

1.4	Q	Mandatory: Is your organisation aware of any ongoing criminal investigations or charges relating to Modern Slavery in any area of its supply chain?
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		a) If yes, please provide details.
	A	

1.5	Q	<p>Mandatory question: Within the past five years has it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered "yes", please provide further details. Please confirm whether you have paid, or have entered into a binding arrangement with a view to paying.</p>
	A	

1.6	Q	<p>Mandatory: Should it become apparent to the Trust that any of the following situations has applied to your organisation within the past 3 years, or currently applies to your organisation, you may be excluded from the procurement. Respond "Yes" if you wish to discuss any of these matters with the Trust and "No" if none of them apply.</p> <p>a) your organisation has violated obligations in the fields of environmental, social and labour law;</p> <p>b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings;</p> <p>c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;</p> <p>d) your organisation has entered into agreements with other economic operators aimed at distorting competition;</p> <p>e) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition which cannot be remedied;</p> <p>f) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior contract which led to early termination of that prior contract, damages or other comparable sanctions;</p> <p>g) your organisation has been guilty of serious misrepresentation in supplying information during a procurement exercise, or has withheld such information or is not able to submit the supporting documentation; or</p> <p>h) your organisation has attempted to unduly influence the decision-making process of the Trust, or to obtain confidential information; or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>
	A	

1.7	Q	<p>Mandatory: Are you (if an individual) or any of your directors, partners, shareholders, owners, officers, employees, agents or associates (if an organisation) related or connected to any elected officials of the buyer or any officers of the buyer involved in the procurement?</p> <p>If "yes" please provide details.</p>
	A	

1.8	Q	<p>Mandatory: Have you, or has your organisation been found to have employed the practice of 'blacklisting' in the last three years?</p>
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		If yes, please include details here, outlining the circumstances, including actions you have since taken to put matters right.
	A	

1.9	Q	<p>Mandatory: Have any of your organisation's tax returns submitted on or after 1 October 2012;</p> <p>a) Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; or</p> <p>b) Been found to be incorrect as a result of:</p> <ul style="list-style-type: none"> • HMRC successfully challenging your organisation under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or • a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or • the failure of an avoidance scheme in which your organisation was involved and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which your organisation is established. <p>If you have answered "yes" provide details of any mitigating factors that you considers relevant and that you wish the Authority to take into consideration. This could include, for example:</p> <ul style="list-style-type: none"> • Corrective action undertaken to date; • Planned corrective action to be taken; • Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or • Changes in financial, accounting, audit or management procedures since the OONC.
	A	

1.10	Q	Mandatory question: Please confirm that your organisation complies with the General Data Protection Act 2018.
	A	

1.11	Q	<p>Mandatory question: Provide evidence of (or a willingness and ability to obtain if successful at the tender stage):</p> <ul style="list-style-type: none"> • (a) Public Liability Insurance with a reputable insurer with a minimum indemnity level of £5,000,000.00 (five million pounds) for each and every claim and in place for a minimum of 3 years following contract completion; • (b) Professional Indemnity Insurance with a reputable insurer with a minimum indemnity level of £1,000,000.00 (one million pounds) for each and every claim and in place for a minimum of 5 years following contract completion; and • (c) Employers Liability Insurance with a reputable insurer with a minimum indemnity level of £5,000,000.00 (five million pounds) for each and every claim. <p>NB The chosen contractor must be registered with Constructionline. There is no need to submit copies of insurance certificates.</p>
	A	

1.12	Q	Mandatory question: Are there any actual or potential conflicts of interest which might arise for you (including, where your organisation is a joint venture or consortium, one or more of the members of that joint venture or consortium) if your organisation were to be awarded the contract?
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		If the answer is 'yes' please provide details, including how its proposed to deal with such conflicts.
	A	

1.13	Q	Mandatory question: All National Trust suppliers are required to register on the supplier database 'Proactis' providing company address and bank account details to enable prompt payment of invoices. There is no charge to register. Please confirm your acceptance of this.
	A	

1.14	Q	Mandatory question: The terms and conditions of contract that will govern any contract awarded as a result of this process will be those contained in Appendix B. Please either confirm your acceptance of them or specify any queries you may have with them along with your response.
	A	

2. Company registration and address information

2.1	Q	Please provide details on your company structure, including: <ul style="list-style-type: none"> • Company legal name • Trading name if different to legal name • Operating address and key contact details • Registered office address and company registration number • Date of incorporation • Any parent or subsidiary companies • Details of the Business Owners/Board Directors
	A	

2.2	Q	Please confirm the following details: <ul style="list-style-type: none"> • Total number of employees • Breakdown of staff by discipline and role • Office locations and distribution of above staff
	A	

2.3	Q	Is your organisation an intermediary company, as defined by IR35? If yes, please give details.
	A	

2.4	Q	Please confirm the contact details of the person responsible for queries relating to this RFP1.
	A	

3. Company operational and financial information

3.1	Q	Has your company ever been subject to legal action following a dispute with a client or supplier?
	A	

3.2	Q	Is there a legal action outstanding against your company which has the potential to prevent you from fulfilling your obligations to the Trust or could impact on the Trusts image or brand?
	A	

3.3	Q	In the past 5 years has your company had any claims made on it's Public Liability, Professional Indemnity and or Employers Liability Insurance policies and what was the outcome of the claim(s)?
	A	

4. Policies: Health & Safety, Quality Management, Ethical, Equal Opportunities, Environmental and Sustainability

4.1	Q	Health and Safety <ul style="list-style-type: none"> • Please provide a copy of your Health and Safety Policy statement signed and dated. • Briefly describe your organisation's health and safety policies relevant to the provision of the goods and/or services of the type to be provided in relation to the Opportunity. • Has your Health and Safety Policy been reviewed within the past two years? • Do your staff receive H&S induction and/or safety training? • Please provide a statement of any material non-employment related litigation (pending, threatened or determined) or other legal proceedings against your organisation within the last three years that may be relevant to the Opportunity, including any Settlement Agreements. • Please provide details of any successful prosecutions, pending prosecutions, prohibition or improvement notices made against your company in relation to breaches of Health & Safety legislation in the last 5 years. For each event, please provide details of the convictions or notice(s) served and give details of any remedial action or changes to procedures you have made as a result of the prosecution or notice(s) served.
	A	

4.2	Q	Equal Opportunities <ul style="list-style-type: none"> • Please provide details of any Equal Opportunity policies you have in place including the date this was first introduced. • Have any of the following circumstances applied to your organisation in the last 3 years? <ul style="list-style-type: none"> ○ a finding of unlawful discrimination by an Employment Tribunal, an Employment Appeal Tribunal or any other court or tribunal (or in comparable proceedings in jurisdiction other than the UK). ○ following formal investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in a jurisdiction other than the UK), a complaint of unlawful discrimination has been upheld ○ a finding of unlawful discrimination against anyone with protected characteristics has been made against your organisation by any civil or criminal court (or a comparable body in a jurisdiction other than the UK). <p>If you answered 'yes' please provide a summary of the finding or judgment and explain what action you have taken to prevent similar circumstances from recurring.</p>
	A	

4.3	Q	Environmental and Sustainability Please provide the following: <ul style="list-style-type: none"> • Please provide a copy of your Environmental Policy signed and dated. • Has your organisation been convicted or had a notice served upon it for infringement of environmental legislation in the last three years? If yes, please give details of the conviction
	A	

		<p>or notice and details of any remedial actions you have made to prevent the circumstances recurring.</p> <p>Please provide details of any successful prosecutions, pending prosecutions, prohibition or improvement notices made against your company in relation to breaches of environmental permits in the last 5 years. For each event, please provide details of the convictions or notice(s) served and give details of any remedial action or changes to procedures you have made as a result of the prosecution or notice(s) served.</p>
	A	

5. Relevant experience, technical ability and resources

5.1	Q	<p>Please provide the following:</p> <ul style="list-style-type: none"> • Details of any relevant previous experience of this project or case studies. • Any details of experience you have of working in a conservation area, in or near a SSSI and how you manage works in order to prevent loss or damage to the natural habitat . • How will you manage work on site to ensure biodiversity, water quality and biosecurity issues on and around the mire habitat are effectively managed? • Please describe the extent of relevant professional and specialist trade qualifications / accreditations that your staff holds that support the requirements of the capital works for the restoration proposals. • Please provide details of two of your previous clients for reference, that we could contact as part of our due diligence.
	A	

6. Management

6.1	Q	<p>Please provide the following details:</p> <ul style="list-style-type: none"> • Please identify your ability to meet our preferred timescales or any constraints to achieving these. • What are the key capabilities and strengths your Company brings in your proposal that gives you the edge over competitors? • Has your organisation had a contract terminated for failure to perform within the last three years? If you answered 'yes' please provide details including the name of the customer, reasons for termination and any action taken to avoid this happening again. • What % of your recent jobs of a similar size and nature over the last year have come in over/under/on budget when final costs are compared to the original quote? List items/services if any, that you are assuming to be available free of charge from the NT in support of this project and your proposed works <p>A list of the key members of your team that will be involved in this project, plus an outline of their skills/qualification</p>
	A	

7. Suppliers Proposal

7.1	Q	<p>Please provide the following details:</p> <ul style="list-style-type: none"> • Details of your proposal to fulfil the outcomes outlined in Part 2 and the specifications and how you would meet and deliver the requirements of these projects? • A draft programme for delivery of the works. • What you think will be difficult about the project and site and demonstrate how you will approach it?
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		<ul style="list-style-type: none"> • In your quote please provide complete visibility of all costs against the various elements associated with the delivery of this project. • How would you monitor and report performance throughout the project?
	A	

7.2	Q	Type of equipment and machinery available for carrying out the installations at Agglestone?
	A	

7.3	Q	Additional Information <ul style="list-style-type: none"> • Please clearly indicate what resources and skills will be required from us during implementation. • Highlight and describe any deviations from the specification as given in Part 2 and explain why you propose these changes. • The scope of the requirements detailed in this request is based on our initial analysis. Please include any suggestions or recommendations that in your view would add value to the project and how this might impact your pricing structure.
	A	

7.4	Q	Summary Documentation Along with any other information requested above please attach the following information with your submission project proposals and quotes with detailed costings (as laid out in the specification). Please provide complete visibility of all costs against the various elements associated with the delivery of this project. <ol style="list-style-type: none"> 2. Method statement 3. Risk assessment 4. Biosecurity policy
	A	

Appendix A

Response Form

Confirmation of document receipt and intention to participate

Please complete and email to: Gen.Crisford@nationaltrust.org.uk

Name of Company:

Name of Contact:

Confirm we intend to reply:

We decline to reply because:

.....

.....

.....

.....

Appendix B

Terms and Conditions of Contract

To: [Supplier]
[Address]

Date:

Dear [Insert Name]

AGREEMENT FOR SUPPLY OF GOODS AND SERVICES

We are writing to confirm the terms and conditions upon which [the National Trust for Places of Historic Interest or Natural Beauty (Registered Charity Number 205846) / The National Trust (Enterprises) Limited (Registered Company Number 01083105, a trading subsidiary of The National Trust for Places of Historic Interest or Natural Beauty)] ("the **Purchaser**") has agreed to appoint [insert full details for Supplier including company number where relevant] ("the **Supplier / you**") to provide goods and / or services as detailed in the attached Schedule (the "**Goods**" and "**Services**").

Attached to this letter are the Purchaser's standard terms and conditions for purchases up to £100,000.00 and a Schedule detailing the Goods and Services we may purchase from you.

Delete as appropriate:

Option 1 (use where this is a 'framework agreement' arrangement i.e. the Purchaser is purchasing goods or services from the supplier on more than one occasion using more than one purchase order):

This arrangement will operate as a 'framework agreement' whereby the Purchaser may at its option elect to place orders with you for Goods and / or Services using its standard Purchase Order system (an '**Order**'). On receipt of such a Purchase Order you agree to deliver the relevant Goods or Services specified in that Purchase Order in accordance with the terms of this agreement (being this letter and the attached Schedule and Terms and Conditions) (the '**Agreement**').

Option 2 (use this where the Purchaser is purchasing goods or services from the supplier on one occasion only i.e. using just one purchase order):

On receipt of a Purchase Order from the Purchaser (the "**Order**") you agree to deliver the relevant Goods or Services specified in that Purchase Order in accordance with the terms of this agreement (being this letter and the attached Schedule and Terms and Conditions) (the "**Agreement**").

The Agreement will begin on [Insert date on which the provision of services should begin (this may be a past or future date if necessary)] (the "**Commencement Date**") and will continue **OPTION 1** [until terminated by either party on at least [one] month's written notice] **OPTION 2** [until all Goods and/or Services have been provided to the Purchaser] or (if earlier) until otherwise terminated in accordance with this Agreement.

Please confirm your acceptance of this Agreement by countersigning and returning the enclosed copy of this letter.

Yours [sincerely / faithfully]

.....

[Insert position]

For and on behalf of

[The National Trust for Places of Historic Interest or Natural Beauty / The National Trust
(Enterprises) Limited]

I, [insert name of signatory] confirm my acceptance of the Terms and Conditions and Schedule
attached to this letter on behalf of [insert name of Supplier].

Signed.....

Job Title.....

Date.....

SCHEDULE

Part 1 Goods, Services and Charges

Supplier shall, on receipt of an Order from the Purchaser, provide the Purchaser with such of the following goods and services as are specified in the Order at the prices set out below.

We are looking for the four sectioned areas of restoration works (as divided in the spec) to be priced individually but submitted together within this tender application. This is so that available budgets can be clarified to determine if all areas of the project can be delivered to the available funds.

Please also complete the attached Bill of Quantities template.

Goods / Services (also describe unit of measurement e.g. 25kg bag or 'day rate')	Charges (describe price per unit)
PRELIMINARIES	£X (ex VAT)
METHOD RELATED CHARGES	
RESTORATION WORKS	
I) Upper Mire	
II) Incised Gully	
III) Wet woodland connection	
IV) Lower Mire	
TOTAL	

Part 2 Specification / Service Levels

[Insert specification that the Goods and / or Services must meet. Where relevant set out the agreed service levels to be met by the Supplier in relation to the delivery of the Goods and / or Services – consult with your Procurement Specialist to ensure this is drafted appropriately]

[N.B.: This Agreement assumes that all copyright and other intellectual property will remain with the Supplier. If that is not the case please consult with your Procurement Specialist (who will consult with the legal team where necessary) to ensure this is amended appropriately.]

Part 3 Insurance Products

The Supplier shall maintain the following insurance products for the duration of this Agreement and shall provide evidence of such insurance products on request:

(a) Public Liability Insurance with a reputable insurer with a minimum indemnity level of £5,000,000.00 (five million pounds)] for each and every claim;

(b) Professional Indemnity Insurance with a reputable insurer with a minimum indemnity level of £1,000,000.00 (one million pounds)] for each and every claim. This insurance must be maintained for a minimum of 6 years following the expiry or termination of this Agreement;

(c) Employers Liability Insurance with a reputable insurer with a minimum indemnity level of £5,000,000.00 (five million pounds); and

(d) Product Liability Insurance with a reputable insurer with a minimum indemnity level of [£5,000,000.00 (five million pounds)].

[N.B.: Refer to Acorn document 'Contractors consultants and conservators insurance summary' and (if necessary) discuss with Insurance Office and amend as appropriate.]

Part 4 Additional Supplier Obligations

[Insert any additional, unusual requirements that must be met by the supplier and which are unique to this arrangement. If you need help with the drafting speak to your Procurement Specialist (who will consult with the legal team where necessary).]

TERMS AND CONDITIONS

1. NATURE OF AGREEMENT

1.1. Any Order issued to the Supplier by the Purchaser from time to time shall, together with these Terms and Conditions, form the Agreement for the provision of Goods and Services (the "**Agreement**") and, for the avoidance of doubt, in the event of any conflict between the terms set out in these Terms and Conditions and the terms of any Order, these Terms and Conditions shall take precedence.

1.2. Nothing in this Agreement is intended to create an exclusive relationship between the Supplier and the Purchaser or oblige the Purchaser to procure a minimum or maximum number of Goods and / or Services from the Supplier from time to time.

1.3. Any reference to the Purchaser Group in this Agreement means the National Trust for Places of Historic Interest or Natural Beauty, registered charity number 205846 (the "National Trust") and any company or legal entity controlling, controlled by or under common control with the National Trust. In this definition "control" means the ownership directly or indirectly of 50% or more of the voting shares or the power to direct or cause the direction and management of the affairs and policies of a company or legal entity in accordance with its wishes

2. Term

2.1. This Agreement shall commence on the date described in the covering letter (the '**Commencement Date**') and shall (subject to clause 9) continue until terminated by either party [giving at least the written period of notice stated in the covering letter to the other (and no liability shall arise as a result of a party serving such notice of termination)] OR [all Goods and Services have been provided to the Purchaser].

2.2. The Purchaser may terminate any one or more individual Orders, without liability arising as a result of such termination, by serving notice on the Supplier at any time without affecting any other Purchase Orders or the continuance of this Agreement.

2.3. Where this Agreement is terminated under Clause 2.1 these Terms and Conditions shall at the Purchaser's option continue to apply in relation to any Goods or Services ordered pursuant to any Order prior to the effective date of termination until such time as such goods or services are delivered to the satisfaction of the Purchaser.

3. CHARGES AND INVOICING

3.1. In consideration of the proper provision of the Goods and / or Services in

accordance with the terms of this Agreement, the Supplier shall be paid the Charges calculated in accordance with the Schedule [plus VAT] (the "**Charges**").

3.2. The Purchaser shall not be liable for any travel, accommodation or other expenses incurred by the Supplier except where agreed in the Schedule or otherwise in writing and then only (unless otherwise specifically agreed) in accordance with the Purchaser's policies and procedures in relation to expenses as they apply to Trust staff.

3.3. The Purchaser shall be entitled to deduct from the Charges (and any other sums) due to the Supplier any sums that the Supplier may owe to the Purchaser or any member of the Purchaser Group at any time.

3.4. Any increase in Charges shall be subject to the written agreement of the parties and unless specifically agreed in writing between the parties the Supplier shall not attempt to charge for the provision of Goods and / or Services any sum other than the Charges specified in the Schedule.

3.5. The Supplier will issue invoices to the Purchaser in accordance with any payment plan agreed between the parties or specified in any Order from time to time.

3.6. In the event that no payment plan is agreed or specified pursuant to Clause 3.5 above the Supplier may invoice the Purchaser at any time after performance of the Services in relation to such Services or delivery of Goods in relation to such Goods.

3.7. The Supplier shall procure that each invoice submitted in relation to this Agreement quotes the correct Purchase Order number, accurately reflects the Charges and contains any information reasonably requested by the Purchaser from time to time.

3.8. The Purchaser shall pay Charges for Goods supplied and Services performed 30 days from the later of (a) the date of invoice, or (b) the date the Goods and/or Services are received, provided that a valid invoice, quoting the Purchase Order number, is received by National Trust Supplier Invoices at PO Box 352, Darlington, DL1 9QQ or supplierinvoices@nationaltrust.org.uk and provided that the Supplier has complied with Clause 3.9.

3.9. The Supplier will sign up to the Proactis portal using the process set out by the Purchaser so that payment can be made using the Purchaser's systems. The Supplier will keep their Proactis account details confidential at all times.

4. GOODS AND / OR SERVICES

4.1. The Supplier shall procure that all Goods and / or Services comply with and are supplied in accordance with:

4.1.1. any Service Level Agreement(s);

4.1.2. the Specification(s) set out in the Schedule, including any Additional Supplier Obligations indicated in that Schedule;

4.1.3. any tender or RFQ submission submitted by the Supplier to the Purchaser (whether before or after the date of this Agreement) in relation to the Goods and / or Services ;

4.1.4. all applicable statutory and legal requirements; and

4.1.5. any other requirements communicated to the Supplier from time to time and accepted by the Supplier (whether or not in writing) or which it would reasonably be expected to know.

4.2. The Supplier shall at all times provide the Goods and / or Services with due care and diligence and in accordance with:

4.2.1. good industry practice in the relevant industry; and

4.2.2. all applicable laws, regulations and codes of practice (including where relevant the CAP codes (UK Code of Non-broadcast Advertising and Direct & Promotional Marketing)).

4.3. The Supplier shall procure that Goods will be free from defects in design, material and workmanship, will be of satisfactory quality (as defined in the Sale of Goods Act 1979) and will substantially conform under normal use to any specification described in the Schedule or otherwise agreed from time to time.

4.4. Unless specifically authorised to do so by the Purchaser in writing, the Supplier shall not have any authority to incur any expenditure in the name of or for the account of the Purchaser or hold itself out as having authority to bind the Purchaser.

4.5. The Supplier shall comply with all reasonable standards of safety and comply with the Purchaser's health and safety procedures from time to time in force at any Trust premises where the Goods and / or Services are provided and report to the Purchaser any unsafe working conditions or practices.

4.6. The Supplier shall deliver the Goods and perform the Services at the places and

times specified by the Purchaser from time to time.

4.7. Risk in all Goods will pass to the Purchaser upon delivery. Title in all Goods will pass to the Purchaser on the earlier of either payment or delivery.

4.8. The Supplier will sign up to and maintain registration with Constructionline or the Purchaser's nominated accreditation scheme from time to time and a Safety Scheme in Procurement accredited company on the Purchaser's request.

5. REJECTION OF GOODS AND / OR SERVICES

5.1. Acceptance, delivery, inspection or use of or payment for the Goods and / or Services or any part of them shall not constitute a waiver or approval and shall be without prejudice to any right or remedy of the Purchaser pursuant to this Agreement including, without limitation, the right to reject such Goods and / or Services pursuant to this Clause 5.

5.2. Without prejudice to Clause 5.1 above, the Purchaser shall use its reasonable endeavours to inspect Goods and / or the performance of Services after delivery or performance and such Goods or Services may be rejected if they are found to be defective or inferior in quality to or differing in form or material from the requirements of this Agreement.

5.3. The whole of any consignment of Goods may be rejected if a reasonable random sample of the Goods taken from the consignment is found to not conform in every respect with the requirements of this Agreement.

5.4. Without prejudice to any of the Purchaser's rights or remedies pursuant to this Agreement the Supplier shall procure that all Goods and / or Services rejected shall be removed and / or re-supplied at the Purchaser's option within 14 days of the date of notification of rejection by the Purchaser to the Supplier.

6. CONFIDENTIALITY AND GOODWILL

The Supplier will at all times treat and safeguard as private and confidential all confidential information (being any information which would be regarded as confidential by a reasonable business person relating to the business, operations, assets, customers, suppliers, plans and intentions of the Purchaser), trade secrets, know-how and data relating to the Purchaser or any of its customers and will not reproduce, copy or use

in any way any such information except as may be strictly necessary in order to properly perform the Goods and / or Services.

7. INTELLECTUAL PROPERTY

7.1. For the purposes of this agreement 'Intellectual Property Rights' means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

7.2. All copy, design work, art work, reports, information and other materials procured, generated or supplied by the Supplier in the course of providing the Goods and / or Services (together the 'Materials') including any Intellectual Property Rights which the Supplier may have or acquire in such Materials or which may arise in relation to such Materials shall be licensed to the Purchaser on a perpetual, irrevocable basis solely to the extent necessary to enable the Purchaser to get the full benefit of the Goods and / or Services.

7.3. The Supplier shall ensure that the Purchaser's use of the Materials in accordance with the terms of this Agreement will not infringe the intellectual property rights of any third party.

7.4. The Supplier agrees to indemnify the Purchaser and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Purchaser, or for which the Purchaser may become liable, with respect to any Intellectual Property Rights infringement claim or other claim relating to the Goods and / or Services.

7.5. The Supplier may refer to the National Trust being a customer of the Supplier (but only for so long as it continues to be a Supplier to the Purchaser). The Supplier may not use the logos or other Intellectual Property Rights of the Purchaser for its own marketing.

7.6. The provisions of this Clause 7 shall survive termination or expiry of this Agreement for any reason.

8. INSURANCE AND LIABILITY

8.1. The Supplier shall maintain the insurance products referred to in the Schedule

throughout the term of the Agreement and shall provide evidence of its compliance with this Clause 8.1 on demand from time to time.

8.2. Subject to Clause 8.3 the Purchaser's and every member of the Purchaser Group's total aggregate liability under and in relation to this Agreement shall not exceed £[100,000.00 (one hundred thousand pounds)], whether such liability arises in contract, negligence or any other tort or as a result of the Purchaser's or any member of the Purchaser Group's deliberate repudiatory breach. [DRAFTING NOTE (DELETE BEFORE SENDING): THIS AMOUNT SHOULD BE REDUCED WHERE THE VALUE OF THE GOODS IS SIGNIFICANTLY LOWER THAN £100,000 - IT IS INTENDED TO BE PROPORTIONATE WITH THE VALUE OF THE CONTRACT].

8.3. Nothing in this Agreement shall exclude or limit the liability of the Purchaser or any member of the Purchaser Group for death or personal injury arising in negligence, for fraud or fraudulent misrepresentation or any other liability that cannot be legally limited or excluded.

8.4. Neither party shall be liable for any delay in performing its obligations under this Agreement if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party) provided however that any delay by a sub-contractor or supplier of the party so delaying shall not relieve the party from liability for delay.

9. TERMINATION

9.1. Either party may terminate this Agreement in whole or in part with immediate effect, without liability arising as a result of such termination, if the other party:

9.1.1. is in material or persistent breach of any of its obligations as set out in this Agreement; or

9.1.2. is the subject of any petition for winding up or an administration order, or has a bankruptcy petition presented against him or is unable to pay its debts as and when they fall due.

9.2. On termination or expiry of this Agreement for any reason and for a period of 60 days following such termination or expiry the Supplier shall provide all necessary assistance (to include the provision of all information, data, records, materials, or other items which the Purchaser may reasonably require) to ensure an efficient, orderly and timely transfer, with minimum disruption caused to the Purchaser, of the Supplier's obligations to the Purchaser or such other third party as the Purchaser may require.

10. BRIBERY AND MODERN SLAVERY

The Supplier shall:

10.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

10.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

10.3. comply with the Purchaser's anti-bribery and anti-corruption policies as may be communicated by the Purchaser to the Supplier from time to time) and any relevant anti-bribery and anti-corruption codes of practice that apply to the industry in which the Supplier operates;

10.4. not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 and shall notify the Purchaser promptly in the event that it is subject to any investigation under that Act; and

10.5. have and maintain in place throughout the term of this Agreement policies and procedures relating to (anti) modern slavery and supply chains.

11. DATA PROTECTION

11.1. The Supplier shall ensure that it and its contractors and staff engaged in the provision of the Goods and / or Services do not cause the Purchaser or any member of the Purchaser Group to breach any laws relating to personal data or privacy in force from time to time ("**Data Protection Laws**") and that it complies with those Data Protection Laws.

11.2. The Parties do not expect that the Supplier shall process personal data on behalf of the Purchaser under the Order. In the event that the Supplier does process personal data on behalf of the Purchaser, the Supplier shall notify the Purchaser immediately in writing and the Supplier shall enter into a data processing agreement, and where necessary complete a Data Protection Risk Assessment, with the Purchaser, in the form specified by the Purchaser.

12. GENERAL

12.1. Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered to:

12.1.1. For the Purchaser: [Insert address and email].

12.1.2. For the Supplier: [Insert address and email].

12.2. This Agreement constitutes the entire Agreement in respect of the Supplier's appointment and supersedes any other arrangement or understanding relating to such appointment.

12.3. The Supplier shall not be entitled to assign this Agreement without the prior written consent of the Purchaser.

12.4. The provisions of this Agreement may at the option of the Purchaser be enforced by the National Trust for Places of Historic Interest or Natural Beauty (Registered Charity Number 205846) and any member of the Purchaser Group.

12.5. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

