The Lizard National Nature Reserve
Higher Bochym Rural Workshop
Cury Cross Lanes
Helston
Cornwall
TR12 7AZ

NATURAL ENGLAND

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9 October 2023

## **Request for Quotation**

## Habitat Management Works at Lizard Downs, Lizard National Nature Reserve

You are invited to submit a quotation for the requirement described in the specification, Section 2. Please confirm by email, receipt of these documents and whether you intend to submit a quote or not. Your response should be returned to the following email address by:

Email: sarah.board@naturalengland.org.uk

Date: 3 November 2023

**Time:** 12:00

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

#### **Contact Details and Timetable**

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

Action	Date
Date of issue of RFQ	16-10-2023
Deadline for clarifications questions	27-10-2023 at 09:00
Deadline for receipt of Quotation	03-11-2023 at 12:00
Intended date of Contract Award	10-11-2023
Intended Contract Start Date	15-10-2023
Intended Delivery Date / Contract	31-03-2024
Duration	

#### **Section 1: General Information**

#### **Glossary**

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

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

## Conditions applying to the RFQ

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

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

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

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

#### **Acceptance of Quotations**

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

#### **Costs**

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

#### **Self-Declaration and Mandatory Requirements**

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

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

#### **Clarifications**

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

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

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

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

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

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

#### **Amendments**

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

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

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

#### **Conditions of Contract**

The Authority's standard purchase order terms and conditions 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 form part of the Contract.

#### **Prices**

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

#### **Disclosure**

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including

ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

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

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

- Central Contracting Authority's: £12,000
- Sub Central Contracting Authority's and NHS Trusts: £30,000

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

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

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

#### **Disclaimers**

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

The Authority does not:

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

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

#### **Protection of Personal Data**

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

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

 You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.

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

## **General Data Protection Regulations 2018**

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

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

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

#### **Equality, Diversity & Inclusion (EDI)**

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

Suppliers are expected to;

- support Defra group to achieve its Public Sector Equality Duty as defined by the Equality Act 2010, and to support delivery of <u>Defra group's Equality & Diversity Strategy</u>.
- meet the standards set out in the Government's Supplier Code of Conduct
- work with Defra group to ensure equality, diversity and inclusion impacts are addressed (positive and negative) in the goods, services and works we procure, barriers are removed and opportunities realised.

#### **Sustainable Procurement**

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

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

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

#### **Conflicts of Interest**

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

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

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

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

#### **Section 2: The Invitation**

#### **Specification of Requirements**

The Lizard National Nature Reserve Team are seeking a contractor to undertake land management works on Lizard Downs within the Lizard NNR. The areas of work, including the approximate locations of the various land management works and more detailed specifications, are presented in Annex 3. Please also refer to the two documents concerned with good practice for controlled heathland burns.

The works required are as follow:

- i) Cutting of approximately 4,800m of firebreaks and the subsequent burning of approximately 3.8ha of heathland (eight separate burn areas).
- ii) Restoration of approximately 2,800m length of Mediterranean Temporary Pond habitat.
- iii) Excavation/restoration of approximately 3,000sqm of meres/pools (two meres/pools).
- iv) Creation of one new mere/pool (approximately 72sqm).
- v) Restoration/creation of approximately 1,800sqm of cob pits / small pits (20 pits within one of the six hubs, ranging in area from 20sqm to 670sqm).

Areas of works will be marked on the ground by the Project Manager / Technical Advisor prior to land management works commencing, both of whom will be overseeing the works onsite. Exclusion areas around rare/notable plants, lichens or bryophytes especially on and around rock outcrops may be required; these will be set up by the Project Manager / Technical Advisor and shown to the contractor to ensure works do not take place within these exclusion zones and the rare/notable species are protected and conserved.

**Heathland burns**: The work should adhere to *The Heathland and Grassland Burning Code* (2007 version), as well as the *Best Practice Guide 4: Burning Lowland Heathland*, both of which are attached to this contract specification. Consideration should be given to the suitability of weather conditions when burning is to take place at each of the sites. The burns must be carried out over the winter period and outside of the main bird nesting/breeding season, which on the Lizard is from March to September inclusive. Therefore, all works must be undertaken during the period October to February inclusive. Firebreaks in some areas of Lizard Downs are likely to require the use of an excavator (particularly along the eastern site boundary).

Restoration of Mediterranean Temporary Pond habitat: This involves the scraping of vegetation from the surface of pathways to produce an undulating base to each path to ensure water stands within low-lying stretches / shallow depressions (up to 200mm deep in the lowest stretches / shallow depressions). Some existing pathways will require their margins excavated. The resulting vegetation/spoil removed will be lost within existing boundaries or an area of hemlock water-dropwort. Final details will be discussed and agreed onsite with the Project Manager / Technical Advisor.

**Mere/pool excavation/restoration**: Restoration/excavation of existing meres/pools involves the removal of surface vegetation from between 60% and 100% of the mere/pool (dependant on mere/pool). This vegetation is to be cut and either burnt or lost within adjacent field boundaries. Once the vegetation is removed, the mere/pool needs to be excavated down to around 700mm

and shallow, sloping margins created. Final details will be discussed and agreed onsite with the Project Manager / Technical Advisor.

**Mere/pool creation**: Surface vegetation needs to be removed, cut and either burnt or lost within adjacent field boundaries. The mere/pool then needs to be excavated down to around 400mm, with shallow, sloping margins created. Final details will be discussed and agreed onsite with the Project Manager / Technical Advisor.

**Cob/small pit restoration/creation**: These small pits will be restored/created by removing vegetation, organic matter and soil down to approximately 150mm-300mm. Final details will be discussed and agreed onsite with the Project Manager / Technical Advisor.

All works will be undertaken under the supervision of the Project Manager / Technical Advisor.

The contractor is required to have the correct equipment to undertake the tasks listed above and should bear in mind the uneven terrain and dense heathland vegetation on some of the sites. All the sites are within the Lizard NNR and the majority of the land is also within the West Lizard Special Area of Conservation. Therefore, extra care should be taken whilst undertaking habitat restoration/creation works within this important and sensitive environment.

## **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. The invoice should be issued following satisfactory delivery of the goods.

It is anticipated that this contract will be awarded for a period of 4.5 months to end no later than 31/03/2024. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

#### **Evaluation Methodology**

We will award this contract in line with the most economically advantageous tender (MEAT) 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 &	Sub-Criteria	Weighted Question
		Weighting		

Award Criteria	Weighting (%)	Evaluation Topic &	Sub-Criteria	Weighted Question
Technical	60%	Weighting Ability to delivery	Controlled	1 Question
		suite of habitat management works	heathland burns	Q1 Outline experience and ability to delivery controlled heathland burns (20% of technical score available)
			Restoration of Mediterranean Temporary Pond habitat	1 Question Q2 Outline experience and ability to delivery the restoration of Mediterranean Temporary Pond habitat (20% of technical score available)
			Restoration of existing meres/pools	1 Question Q3 Outline experience and ability to delivery the restoration of existing meres/pools (10% of technical score available)
			Creation of new mere/pool	1 Question Q4 Outline experience and ability to delivery the creation of new meres/pools (10% of technical score available)
			Creation of new cob pits / small pits	1 Question Q5 Outline experience and ability to delivery the creation of new cob pits (20% of technical score available)
		Adherence to good practice	Risk assessments	1 Question Q6 Provision of clear, concise and relevant risk assessments for all required habitat management works (20% of technical score available)
Commercial	40%	Whole life cost of the proposed Contract	Commercial Model	

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

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

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

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

Ability to delivery suite of habitat management works	Detailed Evaluation Criteria
Q1 Outline experience and ability to delivery controlled heathland burns	Your response should: 1) Demonstrate a clear understanding of the nature of the requirements. 2) Have information in sufficient detail to allow a full appraisal of the suitability against the requirements. 3) State previous experience of undertaking controlled burns.

Ability to delivery suite of habitat management works	Detailed Evaluation Criteria

Ability to delivery suite of habitat management works	Detailed Evaluation Criteria
Q2 Outline experience and ability to delivery the restoration of Mediterranean Temporary Pond habitat	Your response should: 1) Demonstrate a clear understanding of the nature of the requirements. 2) Have information in sufficient detail to allow a full appraisal of the suitability against the requirements. 3) State previous experience of undertaking the restoration of Mediterranean Temporary Pond habitat.

Ability to delivery suite of habitat management works	Detailed Evaluation Criteria
Q3 Outline experience and ability to delivery the restoration of existing meres/pools	Your response should:  1) Demonstrate a clear understanding of the nature of the requirements.  2) Have information in sufficient detail to allow a full appraisal of the suitability against the requirements.  3) State previous experience of undertaking the restoration of meres/pools.

Ability to delivery suite of habitat management works	Detailed Evaluation Criteria
Q4 Outline experience and ability to delivery the creation of a new mere/pool	Your response should:  1) Demonstrate a clear understanding of the nature of the requirements.  2) Have information in sufficient detail to allow a full appraisal of the suitability against the requirements.  3) State previous experience of undertaking the creation of new meres/pools.

Detailed Evaluation Criteria
Your response should:
1) Demonstrate a clear understanding

Ability to delivery suite of habitat management works	Detailed Evaluation Criteria
	of the nature of the requirements.  2) Have information in sufficient detail to allow a full appraisal of the suitability against the requirements.  3) State previous experience of undertaking the creation of cob pits / small pits.

Adherence to good practice	Detailed Evaluation Criteria
Q6 Provision of clear, concise and relevant risk assessments for all required habitat management works	Your response should: 1) Reference and adherence to current health and safety guidance. 2) All relevant risks identified and suitably assessed in relation to the proposed works on Lizard Downs.

## 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

Score = (Lowest Quotation Price / Supplier's Quotation Price) x 40% (Maximum available marks)

Technical

Score = (Bidder's Total Technical Score / Highest Technical Score) x 60% (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 email. The successful supplier will be issued the contract via a Purchase Order.

## **Annex 1 Mandatory Requirements**

#### **Part 1 Potential Supplier Information**

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

**Part 1.1 Potential Supplier Information:** 

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

Note: See EU definition of SME <a href="https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\_en">https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\_en</a>

#### Part 1.2 Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

## **Part 2 Exclusion Grounds**

## Part 2.1 Grounds for mandatory exclusion

Question no.	Question	Response
2.1(a)		-
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 a	ny or the oriences within
	the summary below.	
	Participation in a criminal	(Yes / No)
	organisation.	If yes please provide
	Oti	details at 2.1 (b)
	Corruption.	((Yes / No)
		If yes please provide
		details at 2.1 (b)
	Fraud.	(Yes / No)
		If yes please provide
		details at 2.1 (b)
	Terrorist offences or offences linked	(Yes / No)
	to terrorist activities	If yes please provide
		details at 2.1 (b)
	Money laundering or terrorist	(Yes / No)
	financing	If yes please provide
		details at 2.1 (b)
	Child labour and other forms of	(Yes / No)
	trafficking in human beings	If yes please provide
		details at 2.1 (b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details.	
	Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.	
	Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.1 (c)	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning)	(Yes / No)
2.1(d)	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part	(Yes / No)

Question no.	Question	Response
	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?	
2.1(e)	If you have answered yes to	
	question 2.3(a), please provide	
	further details. Please also confirm	
	you have paid or have entered into	
	a binding arrangement with a view	
	to paying, the outstanding sum	
	including where applicable any	
	accrued interest and/or fines.	

Part 2.2 Grounds for discretionary exclusion

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

# **Annex 2 Acceptance of Terms and Conditions**

/We accept in full the terms and conditions appended to this Request for Qu	iote document.
Company	
Signature	
Print Name	_
Position	
Date	