Natural England NNR's - Kent - Wye and Ham Street Woods NNR's



Request for Quotation

**Purchase of Ryetec Cut and Collect Machine C2000CHS Super.**

**28/08/2023**

Request for Quotation

Purchase of Ryetec Cut and Collect Machine C2000CHS Super.

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: [piers.griffin@naturalengland.org.uk](mailto:piers.griffin@naturalengland.org.uk)

Phone : 07881037704

Date: 29/09/2023

Time: Midday

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

Piers Griffin 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 | 28/08/2023 |
| Deadline for clarifications questions | 29/09/2023 |
| Deadline for receipt of Quotation | 29/09/2023 at Midday |
| Intended date of Contract Award | October |
| Intended Contract Start Date | October |
| Intended Delivery Date / Contract Duration | October |

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 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 Purchas 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,

Include a full breakdown for the quote. Include Delivery costs whether VAT is applicable and the amount, and a Grand total including 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 with a publication threshold of £12,000 inclusive of VAT.

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

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

Disclaimers

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

The Authority does not:

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

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

Protection of Personal Data

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

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

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

General Data Protection Regulations 2018

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

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

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

Equality, Diversity & Inclusion (EDI)

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

Suppliers are expected to;

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

Sustainable Procurement

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

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

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

Conflicts of Interest

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

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

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

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

Section 2: The Invitation

Specification of Requirements

**Wye and ham street Woods NNR (Ashford, Kent) are both managed partially by the use of a cut and collect mower to improve the nature value of the sites.**

Our current machine is old and is I need of repair. We are looking to purchase a similar but more updated machine. We need the machine to be tractor mounted and run from a PTO form the tractor (John Deere 6330). It needs to be manoeuvrable enough to work in tight spaces and slopes. It must be road legal – e.g. with lights.

There are very few machines on the market that meet these needs. The Ryetec C2000CHS Super is the machine that meets all these needs. So we wish for quotes for this machine.

Quotes must include the cost of Delivery.

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. A single invoice is required.

It is anticipated that this contract will be awarded for a period to end no later than 20 December 2023. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing 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:

1. Commercial Price – 80% - The rice of the machine is a major factor in awarding this contract.
2. Technical Quality – 20% - This relates to confirmation of delivery within the timescale require. This also relates to being able to source the exact machine we require.

Evaluation criteria

Evaluation weightings are 20% technical and 80% commercial, the winning tenderer will be the highest scoring combined score.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Award Criteria | Weighting (%) | Evaluation Topic & Weighting | Sub-Criteria | Weighted Question |
| Technical | 20% | Service / Product Proposal | Methodology | 2 Questions  Q1 (10% of technical score available) |
| Key personnel | 1 Question  Q2 (0% of technical score available) |
| Quality Assurance measures | 2 Questions  Q3.1 (10% of technical score available) |
| Management of sustainability and social value | 1 Question  Q4 (0% of technical score available) |
| Health & Safety | 1 Question  Q5 (0% of technical score available) |
| Commercial | 80% | Whole life cost of the proposed Contract | Commercial Model | 1 Question  Q4 (%80 of commercial score available) |

Technical (20%)

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.

[Populate the tables below with the questions to be evaluated against each of the identified technical sub-criteria set out in the Evaluation Criteria table above]

|  |  |
| --- | --- |
| Example - Methodology | Detailed Evaluation Criteria |
| Q1.1 Provide details of the methodology and approaches proposed to deliver the requirements of this project.  Responses should not exceed four sides of A4, and use Arial font, size 11. | Your response should:  1) Demonstrate a clear understanding of the nature of the requirements. And whether the machine can be delivered in a timely manner.  2) Be a clear, practical, achievable, and cost-effective methodology to deliver these requirements.  3) Have information in sufficient detail to allow a full appraisal of the suitability of the approach to deliver for the project. |

|  |  |
| --- | --- |
| [insert criteria theme] | Detailed Evaluation Criteria |
| Q1 – Provide details of the methodology and approaches proposed to deliver the requirements of this project. | Demonstrate a clear understanding of the nature of the requirements. And whether the machine can be delivered in a timely manner. |
|  |  |

|  |  |
| --- | --- |
| [insert criteria theme] | Detailed Evaluation Criteria |
| Q2 | N/A |
|  |  |

|  |  |
| --- | --- |
| [insert criteria theme] | Detailed Evaluation Criteria |
| Q3 – Can the exact Ryetec 2000CHS Super be sourced. | Prove evidence of sourcing the exact machine required. |
|  |  |

|  |  |
| --- | --- |
| [insert criteria theme] | Detailed Evaluation Criteria |
| Q4 | N/A |
|  |  |

Commercial (80%)

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 ) 80% (Maximum available marks)

* Technical

Score = (Bidder’s Total Technical Score / Highest Technical Score) x 20% (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 <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>

Part 1.2 Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

Part 2 Exclusion Grounds

Part 2.1 Grounds for mandatory exclusion

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

Part 2.2 Grounds for discretionary exclusion

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

Annex 2.1 Terms and Conditions

**1.** The Order is issued subject to these Conditions, which govern both the Order and all business dealings between Natural England and the Supplier relating to the Order. The Natural England Order Number must be quoted on all communications in connection with the Order. Failure to do so may result in delayed processing, acceptance and payment.

**2** All correspondence relating to the Order except invoices covered by 3 below must be addressed to Natural England at the address set out in the Order.

**3** All invoices must:

3.1 bear the Order number plus any additional number allocated;

3.2 quote your VAT registration number; and

3.3 be sent to SSCL Natural England,PO Box 793,Newport,

NP10 8FZ or sent electronically to Accounts-Payable.neg@sscl.gov.uk

**GENERAL CONDITIONS OF PURCHASE**

**4 DEFINITIONS**

In this Contract:

4.1 **“Natural England'** shall mean Natural England of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX.

4.2 **'Conditions'** means these terms and conditions for the purchase of the Deliverables;

4.3 ‘**Confidential Information’** means any information which has been designated as confidential by you or Natural England in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including the Management Information, information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of you or Natural England and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998

4.4 **'Contract'** shall mean the contract concluded by commencement of work under the Order or, if earlier, any acceptance of the Order communicated by you to Natural England (whether in writing, orally or otherwise), whose terms shall comprise these Conditions;

4.5 **'Deliverables'** shall mean any services or goods or materials provided pursuant to the Order;

4.6 **‘Force Majeure’** shall mean any event or occurrence which is outside the reasonable control of either party including (but not limited to) governmental regulations, fire, flood or any disaster.

4.7 **'Order'** shall mean the purchase order;

4.8 **'IPR'** means all present and future patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off

4.9 **'you'** or **‘your’** shall mean the person or body appearing against the word **'Supplier'** on the front of the Order.

The headings used in these Conditions are for convenience and reference only and shall not affect their interpretation.

**5. DELIVERY TITLE AND RISK**

5.1 You must deliver the Deliverables, together, in the case of goods or materials, with a detailed delivery note quoting an Order number, by the date specified in the Order or, if none, by any reasonable time specified by Natural England. Time shall be of the essence with regard to dates specified by Natural England for the supply of Deliverables.

5.2 Title in the Deliverables shall vest in Natural England upon delivery.

5.3 Risk in Deliverables shall remain with you until the Deliverables are delivered to Natural England and signed for as accepted by an authorised signatory of Natural England provided that if the Deliverables are subsequently rejected by Natural England for any reason whatsoever (whether or not Natural England is entitled to do so in accordance with these Conditions) and Natural England gives you notice of such rejection, then risk in the Deliverables shall pass back to you forthwith.

5.4 If at any time deliveries under this Contract are suspended due to the happening of a Force Majeure event, then, without prejudice to its rights of termination or cancellation under clauses 17 and 18, Natural England may at its discretion postpone delivery of the Deliverables for the period of suspension or such longer period as Natural England may require, in which event Natural England's payment obligations shall be postponed for the equivalent length of time.

**6 SPECIFICATION**

6.1 Natural England is relying on your skill and judgment to, as appropriate depending on the nature of the Deliverables, select and/or provide it with suitable materials or perform services satisfactorily and in either event in accordance with the Order.

6.2 You shall comply with all applicable regulations or legal requirements (as appropriate depending on the nature of the Deliverables) concerning the production, packaging and delivery of any goods or materials and/or the performance of any services.

6.3 You shall at all times comply with all reasonable instructions and directions of Natural England given in connection with the Order.

6.4 You warrant that the Deliverables will be produced or provided by appropriately qualified and trained personnel, who shall act with due competence, care and diligence and that any services that are part of the Deliverables will be provided to such high standard of quality as it is reasonable of Natural England to expect in the circumstances.

6.5 You warrant that the Deliverables will be of satisfactory quality and fit for the purposes for which they are required by Natural England and all Deliverables will comply in every respect with all specifications, designs or requirements provided or notified by Natural England to you.

6.6 You shall comply with the Joint Code of Practice for Research (available on www.gov.uk/government/organisations/natural-england) if the Deliverables are research.

**7 RIGHTS**

7.1 You warrant that the Deliverables will be original and will not infringe any third party's IPR or be in any other way contrary to law or any relevant regulatory code. In the case of pre-existing works bought in by you and supplied as part of the Deliverables you will procure at your expense that Natural England is granted a worldwide licence to use such works for all purposes for the full terms of the relevant IPR.

**8 OWNERSHIP OF IPR IN DELIVERABLES**

8.1 Except in the case of pre-existing IPR which may be supplied as part of the Deliverables and where consent to include such IPR has been obtained from Natural England, Natural England shall be the owner of any and all IPR in the Deliverables and you hereby assign, by way of future assignment, such IPR upon delivery or payment of the price of the Deliverables, whichever first occurs, and, unless otherwise specified overleaf, you agree to deliver the same to Natural England and do all such things required by Natural England to effect the assignment when so requested at no further charge.

**9 PACKAGING**

9.1 All Deliverables must be packed securely so as to be delivered to Natural England in perfect condition and in the event that the Deliverables are not delivered in good condition it shall be deemed that they were not packed in accordance with this provision.

9.2 Packaging material shall be supplied free of charge and shall not be returnable unless Natural England has so agreed in writing prior to the time of delivery provided this does not conflict with any of Natural England’s duties under applicable UK waste regulations.

9.3 Packaging shall be in accordance with any requirements specified from time to time by Natural England and all Deliverables supplied shall carry such information as is specified by Natural England. Packages containing deliverables supplied against drawings, part numbers or catalogues must be marked with the appropriate reference.

**10 SAFE CUSTODY**

10.1 You shall take good care of all Deliverables and any items entrusted to you by Natural England, identify all such items as Natural England's and return them to Natural England on demand.

**11 PRICES AND PAYMENT**

11.1 All prices specified in the Order by Natural England are and shall remain fixed and, unless provision for variation of prices is expressly stated on the front sheet of the Order form, no variation is permitted. Unless agreed otherwise and stated on the front of the Order all expenses and disbursements are included within the price stated.

11.2 The benefit of all commissions, discounts, volume and other rebates must be passed on to Natural England

11.3 Unless otherwise stated on the front of the Order, you may not issue any invoice under the Contract until all Deliverables have been delivered to Natural England under this Contract.

11.4 Undisputed invoices will normally be paid 30 days following the last day of the month of the invoice unless otherwise agreed in writing.

**12 INDEMNITY**

12.1 You undertake to indemnify and hold harmless Natural England, its clients and their respective assigns and licensees, from and against all and any costs (including without limitation legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by them or any of their employees, agents or contractors as a result of any breach or alleged breach of your obligations, warranties, agreements and undertakings in this Contract.

**13 CONFIDENTIALITY**

13.1You acknowledge that the Order and its subject matter are confidential to Natural England and shall not be disclosed or publicised to any third party by you for any reason without Natural England's express prior written consent.

13.2 You undertake not to use the name, logo, trademarks or other identity of Natural England (or any client of Natural England for whom the Deliverables are to be supplied) for any advertising or publicity purposes or otherwise without Natural England's express prior written consent.

13.3 You shall not without Natural England’s express prior written consent copy, publicise or make available to any third party any information supplied by Natural England for the purposes of the Order.

**14** **RIGHT TO PUBLISH**

14.1 You acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. Natural England shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, you hereby gives your consent for Natural England to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public.

14.2Natural England may consult with you to inform its decision regarding any exemptions but Natural England shall have the final decision in its absolute discretion.

14.3You shall assist and cooperate with Natural England to enable Natural England to publish this Agreement.

**15 FREEDOM OF INFORMATION AND ENVIRONMENTAL REGULATIONS**

15.1 You acknowledge that Natural England is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with Natural England (at your expense) to enable Natural England to comply with these requirements.

**16 REJECTION OF DELIVERABLES**

16.1 Notwithstanding any deemed acceptance of Deliverables and without prejudice to its statutory or common law rights, Natural England shall be entitled to reject any Deliverables before or after delivery if the same do not conform to sample or are defective in workmanship or otherwise not satisfactory, not fit for the purpose or not in accordance with the Order or any drawings or specifications supplied by Natural England

16.2 Where so rejected:

16.2.1 such Deliverables shall after notice thereof to you be held by Natural England at your sole risk and expense until you shall collect the same;

16.2.2 terminate the Contract forthwith; and

16.2.3 you will repay in full to Natural England whatever has already been paid to you in that regard unless Natural England agrees in writing to allow you to arrange prompt correction, completion or replacement of any Deliverables to Natural England’s satisfaction at your own expense (including transportation charges).

**17 INSURANCE**

17.1 The risk of damage or injury to property or to third parties in the course of performance of the Contract in any part of the world (including the risk of loss or damage in transit to any of the Deliverables in your possession or control, third party risks and employer's liability insurance (or similar) in respect of all employees, agents, representatives and sub-contractors of yours who shall at your request or directions be on Natural England's premises or elsewhere at any time for or in connection with the provision of the Deliverables) shall be yours and you shall take out full indemnity insurance to cover such risks.

**18 ASSIGNMENT AND SUB-CONTRACTING**

18.1 You may not assign or sub-contract any of your rights or obligations under the Contract without the prior written consent of Natural England

**19 TERMINATION**

19.1 Without prejudice to its other rights Natural England shall have the right to cancel the Order and to terminate the Contract if:

19.1.1 you commit a breach of this Contract and fail to remedy the breach within 7 days of written notice to do so; or

19.1.2 you become insolvent, bankrupt, enter into liquidation, enter into a voluntary arrangement, appoint a receiver or such similar event save for the purposes of a solvent reconstruction or amalgamation.

**20 CANCELLATION OR INTERRUPTION**

20.1 The Order may be cancelled by Natural England at any time prior to Natural England's acceptance of all the Deliverables, upon written notice to you. In such event, Natural England will pay you, in lieu of the price specified on the front of the Order, the direct non-cancellable costs incurred up to that point by you and any direct non-cancellable costs committed to the performance of your obligations hereunder prior to such cancellation provided, however, that the total amount of such costs shall not exceed the price specified on the Order. Natural England will not be responsible to you for any cancellation fees or penalties unless provided for on the Order or in a separate written agreement in respect of the Order signed by Natural England and you.

20.2 Should Natural England or its clients be effected by a Force Majeure event, Natural England may, without incurring any additional liability to you, serve notice on you identifying the relevant event and anticipated delay and altering the date or dates for delivery of the Deliverables until the event or circumstances causing the stoppage, interruption or restriction have ceased. If delivery or performance has been suspended for any such reason Natural England shall not be liable to make any payment to you until the Deliverables are supplied. If such Force Majeure event continues for a period in excess of 6 months, either party may terminate the Agreement by notice in writing with immediate effect.

**21 GOVERNING TERMS, LAW AND JURISDICTION**

21.1The terms included in the Order and these Conditions, and no other terms, shall govern the Contract and shall prevail over any other terms or conditions referred to orally or in correspondence between Natural England and you unless Natural England and you have negotiated other contract terms under the contract reference number printed on the Order in which case these shall prevail. 21.2 The terms of this Contract shall be interpreted in all respects in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts in all matters pertaining thereto.

21.3 Upon termination of this contract for whatsoever reason clauses 1, 4, 5, 7, 8, 12, 13, 14, 15, 16, 17 and 21 shall continue to apply between the parties for a period of 6 years from the date of such termination.

**22. NOTICES**

22.1 All notices, orders and instructions provided to you under the Order shall be regarded as properly served if sent by hand, post, fax or email to you at your address on the front of the Order.

Annex 2.2 Acceptance of Terms and Conditions

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

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

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

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

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

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