 ** **

Date: 29 April 2022

Dear Sir or Madam,

**TENDER FOR THE SUPPLY OF CLIMATE FORTH DEVELOPMENT PHASE WORKS: HERITAGE ASSET OPTIONS APPRAISAL AND FEASIBILITY STUDY**

Period May to September 2022

You are invited to tender in competition with others to provide the goods and/or services specified above to the RSPB.

RSPB Scotland, on behalf of Inner Forth Futures, wishes to commission a consultant or agency to undertake a Heritage Asset Options Appraisal and Feasibility Study. The Heritage Asset Options Appraisal and Feasibility study aims to produce costed designs for the innovative repurposing of 2 abandoned or neglected heritage assets in the Climate FORTH area. This repurposing will secure the long-term future of heritage assets currently at risk, whilst also supporting the environmental, social and/or economic regeneration and a just transition for local communities. The successful candidate should demonstrate previous experience in similar work. The projects selected from the outputs of this appraisal and feasibility will be submitted as part of a Stage 2 bid to the National Lottery Heritage Fund, grants for heritage.

The following documents are enclosed and must be, where applicable, completed and signed on behalf of the supplier.

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| --- | --- |
| Document A | Instruction and Information |
| Document B | RSPB: A Brief Introduction |
| Document C | Specification of Goods / Services |
| Document D | Company Information |
| Document E | Form of Offer |
| Document F | Terms and Conditions |
| Document G | Certificate of Bona Fide Offer |

Your tender response should be emailed to Kate Fuller, Climate FORTH Project Manager, [kate.fuller@rspb.org.uk](mailto:kate.fuller@rspb.org.uk) by 12noon Thursday 19 May 2022.

Only tenders submitted in accordance with the RSPB’s Terms and Conditions will be considered. Any tenders that are incomplete, or received after the time indicated, may be disregarded.

If you wish to discuss any aspect of this tender prior to tendering, please email Kate Fuller, Climate FORTH Project Manager, [kate.fuller@rspb.org.uk](mailto:kate.fuller@rspb.org.uk)

If you do not wish to tender on this occasion please let us know.

Yours faithfully

Kate Fuller

Climate FORTH Project Manager, Inner Forth Futures partnership. RSPB

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|  | **Document A**  **Instructions and information** |

1. This document is designed to be completed electronically. You are required to mark boxes, insert information or submit additional documentation in response to the questions herein. Whilst the text boxes should expand as you add text, if there is insufficient space for your response please attach a separate document clearly marked with the name of your Company, the reference number and the number(s) of the question(s) to which it relates. Please ‘sign’ this document by adding your name to the end of Document G.
2. If you are unable to comply with a request for information or provide documentation requested then a written account explaining the absence of the information must accompany the return of this tender. Please be aware that the failure to respond to any of the questions, without a written reason, may result in a negative evaluation of that element within the overall evaluation of this questionnaire.
3. The RSPB may require supplementary information or clarification or further evidence of the information given. The RSPB may wish to visit reference sites given as evidence of relevant experience.
4. The RSPB may request interviews with all or a selection of applicants or none. Applicants will be notified in due course. The ability of suppliers may also be determined by, amongst other factors, references, certification, site visits and ‘mystery shopping’.
5. Please answer the questions specifically for your company, NOT for the group if you are part of a group of companies. Please note the term “Company” refers to: Sole proprietor, partnership, incorporated company, co-operative, or voluntary organisation as appropriate.
6. During the term of this agreement and for 1 year thereafter, neither party shall solicit to work for it any person who is or was employed by the other party and who has been involved in the provision of the Services at any time during the preceding 12 months. For the avoidance of doubt, if a person who is or was employed by the other party at the relevant time responds to a publicly advertised recruitment campaign, the recruiting party shall not be deemed to have solicited that person from the other party. If either party is in breach of this it shall pay to the other party an amount equivalent to the gross salary paid by that other party to the relevant employee for the final 12 months of employment.
7. No charge will be made to the RSPB by applicants for any preparation costs accrued during the tender process, whether the applicant was successful or not.
8. You are invited to submit your best offer for the work as detailed below. The RSPB reserves the right to undertake post-tender negotiations.
9. If you require any further information or clarification regarding this tender please email [kate.fuller@rspb.org.uk](mailto:kate.fuller@rspb.org.uk)
10. It should be noted that in any contractual relationship that is subsequently entered into, reference will be made to the detailed information provided in the formal response to this tender document provided by the successful organisation. Thus answers and information given in your reply will become a binding part of the contractual obligations between yourselves and the RSPB.
11. Tender submissions should include the following and be directed to [kate.fuller@rspb.org.uk](mailto:kate.fuller@rspb.org.uk) :

* Proposed team – details and experience of the team involved, including identification of the project manager / team leader, including day rates where applicable.
* Budget – a breakdown of costs as detailed in Document C.
* Methodology & timescale – confirmation of the proposed method and programme of work, taking into consideration the Scope of Services required.
* Key sources – key sources and contacts to be used in undertaking the work.
* Presentation – how findings and recommendations will be presented and proposed format of outputs.
* Insurance – details of relevant insurances and professional indemnities.

1. Timetable

|  |  |
| --- | --- |
| Invitation to Tender document sent out | Friday 29 April 2022 |
| Tender documents to be returned | 12noon Thursday 19 May 2022 |
| Award of contract | 20-25 May 2022 |
| Commencement of services – start up meeting to be held. | Monday 30 May – Thursday 2 June (w/c 20 June by exception) |
| Report on options appraisal | Friday 29 July 2022 |
| Draft Report on feasibility study | Wednesday 24 August 2022 |
| Final Report, full costed proposals and end of contract | Friday 30 September 2022 |

1. The RSPB does not bind itself to accept the lowest or any Tender, and reserves the right to accept part only of a Tender. RSPB reserves the right to procure individual elements of the required solution from one or more supplier as appropriate.

Whilst the RSPB aims to provide feedback on failed submissions this may not always be possible, and the RSPB is under no obligation to do so.

1. Tender Evaluation Process

Tenders that fail to meet essential requirements may be excluded from consideration.

Tenders that fulfil essential requirements will be evaluated on the basis of the most economically advantageous tender, weightings as detailed below.

|  |  |
| --- | --- |
| **Criterion** | **Weighting** |
| Service Delivery | 35% |
| Price & Price Related | 20% |
| Relevant experience and technical knowledge | 35% |
| Timescale | 10% |

1. Contract Management

The service commissioned will commence w/c 30 May 2022 (w/c 20 June by exception) at the start up meeting and complete on 30 September 2022 with the submission of the final report. The contractor will be expected to liaise with Kate Fuller, Climate FORTH Project Manager throughout the duration of the works, with regular emailed/verbal progress reports to that Officer and an interim report at contract mid-point. The contract will be managed by Kate Fuller, Climate FORTH Project Manager. All correspondence and queries relating to the delivery of the contracted work or requests for further information should be directed to [kate.fuller@rspb.org.uk](mailto:kate.fuller@rspb.org.uk) .

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|  | **Document B**  **A Brief Introduction** |

For details on the RSPB’s challenges and achievements in the previous financial year please go to

<https://ww2.rspb.org.uk/about-the-rspb/about-us/how-we-are-run/annualreview/>

For details on the RSPB Mission please go to

<https://ww2.rspb.org.uk/about-the-rspb/about-us/our-mission/>

**Inner Forth Futures**

**Who we are**

Inner Forth Futures (IFF) is an initiative comprising 8 member organisations including RSPB Scotland (lead agency), NatureScot, Clackmannanshire Council, Stirling Council, Falkirk Council, Fife Council, Green Action Trust, and Sustrans. Historic Environment Scotland are an advisory member to the partnership. As a grouping of local authorities, public bodies, charities and community groups, we are inclusive, cooperative and listening, but also decisive, and able to make things happen.

**Where we work**

The IFF project area (as shown in the map overleaf) includes the parts of Stirling, Falkirk, Clackmannanshire and Fife that surround the Inner Forth. This landscape defies the rules. Spectacular flocks of waders and wildfowl feed against a backdrop of steel towers and chimneys. Ancient castles gaze down on factories and warehouses, while the relics of past industries are now surrounded by woodlands and wildflowers. At the heart is the tidal River Forth and the dramatic mudflats and saltmarshes along its shores.

Sadly, many people only see the industry and commerce, while the area’s rich natural, cultural and historic heritage is often overlooked or neglected. We aim to create a greater appreciation and awareness of this rich heritage.

**Our vision and objectives**

Our vision is that the sense of connection, purpose and place that put the Inner Forth at the forefront of the industrial development of Scotland will be revitalised. We aim to achieve this using a landscape-scale approach with heritage at its core to engage people in new ways in its future management.

**Climate FORTH: Furthering Our Resilience Through Heritage**

The Climate FORTH project has been designed to contribute significantly to delivering our vision and will be developed in 2022 thanks to funding secured through the National Lottery Heritage Fund. It will be delivered between 2023 and 2026, subject to a further successful funding bid. Climate FORTH will make the following differences for local heritage, people and place by working in targeted locations within the Inner Forth’s four local authority areas and 215 km2 landscape and disseminating our findings to inspire further action:

1. The Inner Forth's heritage is valued and has inspired action to meet Scotland's net zero climate targets and made positive economic and societal change.
2. The Inner Forth's natural and built heritage assets have an increased resilience to societal and climatic change.
3. People and places within the Inner Forth have an increased resilience to change, as a result of heritage supporting the economy, healthy lifestyles, sustainable choices and a just transition.

The project will support a move to a greener future and post-pandemic recovery and generate

opportunities to share learning, influence adaption and inspire the change needed to transition to a climate resilient landscape in the Inner Forth and beyond. This will be achieved using locally-created, measurable resilience plans with participatory budgets for delivery, targeted action to demonstrate ways to repurpose heritage assets, tools and events to promote the principles of 20-minute neighbourhoods, skills development and capacity building, and initiatives to promote local, sustainable tourism. A new Youth Panel will engage a different demographic in decisions about their local places and Climate FORTH’s activities, including through a dedicated micro-grant scheme. See [www.innerforthlandscape.co.uk](http://www.innerforthlandscape.co.uk) for more information.

 Map of the Climate FORTH project area:

An explorable map of the Climate FORTH project area can also be seen at <https://rspb.maps.arcgis.com/apps/webappviewer/index.html?id=1971361148964a3780ab5427a2fb8b07>

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|  | **Document C**  **Specification** |

**What we want to achieve**

**Innovative Heritage Repurposing**

The support being sought through this Invitation to Tender will support development of activity within objective 2. These activities will drive action on climate change adaptation and mitigation through supporting new approaches to managing and utilising heritage assets, whether derived by local communities or their owners/managers. This will inspire and influence wider action and change.

The Innovative Repurposing of Heritage project has been designed to showcase novel approaches to using abandoned heritage for environmental, social and economic regeneration and supporting a just transition. It delivers under Objective 2 of the Climate FORTH Programme described above.

The Natural and Historic heritage of the Inner Forth are intrinsically linked and have been shaped together by the natural resources in the area and the impact of natural processes. Heritage here is now threatened by several issues:

* Damage, destruction or loss due to the impacts of climate change (e.g. sea level rise, surface water flooding, warmertemperatures, increased intensity and frequency of rainfall)
* Lack of management or abandonment leading to neglect
* The rich industrial and agricultural heritage is found in communities that are under-resourced in terms of capacity to promote and safeguard this heritage.
* The area is dominated by well-known heritage assets located in the major population centres that surround the Inner Forth area overshadowing heritage of importance to local communities.
* Development pressures and/or adaptation measures may present a risk to heritage.

However, the heritage of this area also holds great potential to combat some of the above issues, whilst at the same time delivering social and economic regeneration and a just transition. This project aims to deliver 2 projects between 2023 and 2026 that will demonstrate the ability of heritage to support a just transition whilst also giving neglected or under-utilised heritage a sympathetic new lease of life.

**Outputs / Deliverables**

The contractor will be expected to liaise with Kate Fuller, Climate FORTH Project Manager throughout the duration of the works. Throughout the commission, there will be a set of outputs required:

1. Monthly progress reports and update meetings

2. Report detailing the methodology and findings of the options appraisal

3. Final reporting showing outline project proposals for the heritage assets to be taken forward into the delivery phase and associated cost estimates, drawings and specifications.

**Scope of Services**

* + 1. **Scope**

Climate FORTH is seeking the services of a consultant to undertake Climate FORTH development phase works: Heritage Asset Options Appraisal and Feasibility Study.

1. the shortlisting of abandoned heritage assets in the Forth area;
2. an options appraisal of viable, innovative alternative uses;
3. and a feasibility study into a selection of opportunities,
4. finally producing a suite of costed project proposals, drawings and specifications for a construction tender pack to be submitted as part of a Stage 2 bid to the National Lottery Heritage Fund.

The study should broadly meet RIBA Plan of Work Stages 0-2, and include:

1. Options appraisal: an assessment of options for the sustainable reuse of a number of heritage assets
2. Incorporation of Climate FORTH and stakeholder opinions and priorities
3. Preparation of concept designs including outline proposals for any economic opportunities
4. Preparation of detailed, costed plans for selected assets, including undertaking required surveys, production of drawing and specifications and the preparation of a delivery strategy.

Consultation with key stakeholders is required. A list of key stakeholders will be provided and will include, but not be limited to members of the IFF Natural and Historic Heritage working groups.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

* + 1. **Methodology**

The Climate FORTH steering group have identified a long list of heritage assets with the potential to be repurposed. The consultant will work with IFF’s Steering Group, Natural Heritage Working Group and Historic Heritage Working Group to:

1. Develop a high-level criteria with which to sift the long list into a short list of assets to be the focus of the options appraisal. It is anticipated that this criteria will include, but not be limited to, environmental factors such as vulnerability to flooding and climate change impacts, social factors such as SIMD decile, and the potential for economic regeneration.
2. Once the selection of the short list is complete, the consultant will work with the appropriate working groups and other stakeholders to identify opportunities for the repurposing of each heritage asset and complete the options appraisal analysis.
3. A report into the options for each heritage asset will be reviewed by the working group for the project and a final suite (anticipated to be 2 in number) will be taken forward to a feasibility stage. The feasibility study will work up viable ideas for each heritage asset into outline plans/designs to be discussed and finalised with stakeholders. Consideration of the links between other Climate FORTH projects should be made, for example, opportunities to deliver skills and training activities or events for visitors.
4. The consultant will then provide final plans for 2 assets that are as detailed as possible at this stage, and include cost estimates, timelines for delivery, drawings as specifications (if possible) and a detailed plan of next steps. The consultant will also provide details of the heritage asset’s ownership, advise of any permissions or consents required to undertake capital works, and what specialist conservation advice may be required to support this.

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| --- |
| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

* + 1. **Fees and Expenses**

Remuneration shall be based on a single fixed inclusive fee payable on completion of the Services of up to £30,000 excluding VAT.

Your fee should include for any other specialist deemed necessary to undertake this work. Fees shall be deemed to include all normally incurred expenses (including consumable materials, data licenses, permissions etc), disbursements and travel costs associated with the provision of the Services.

Your tender submission should include a breakdown of costs to include:

* + Total cost for professional services excluding VAT
  + Total number of days required to undertake the work
  + Total number of days’ input and relevant day/hourly rate for each team member
  + Estimated costs allowed for travel and, separately, accommodation and other subsistence, if relevant
  + Estimated costs for any other expenses such as printing, materials, data licenses.
  + Total cost for all work and expenses, excluding VAT
  + VAT status

*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

1. **Timescale**

As outlined in Document A, the following timescale applies to the successful contractor.

|  |  |
| --- | --- |
| Invitation to Tender document sent out | Friday 29 April 2022 |
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*Are you able to meet this specification in full? If so please give details below*

*If not please state any differences in service offered*

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| Specification met? Yes /Part met  / No (tick as appropriate)  Details |

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|  | | | **Document D**  **Company Information** |
| **1.0** | **General** | | |
|  |  | | |
| **1.1** | **Registered Name**    **Trading Name (if different)** | | |
|  |  | | |
| **1.2** | **Correspondence Details**  **Name of person applying on behalf of the company**    **Address:**    **Telephone:**    **Mobile:**    **Email:** | | |
|  | **Registered office Address (if different from above)** | | |
|  |  | | |
| **1.3** | **Company Registration No (if applicable)**    **VAT registration number (if applicable)** | | |
|  |  | | |
| **1.4** | **Date company was founded (if a limited company, date of incorporation)** | | |
|  |  | | |
| **1.5** | **Company structure and nature of company**  Please outline the nature of the company, whether it is a partnership, sole trader, plc etc.    Is the company proposed as party to the contract part of a larger organisation? If so please explain the relationship between the various parts of the organisation, up to the ultimate holding company.    Current number of full time equivalent staff currently employed by the company (not larger parent company) | | |
|  |  | | |
| **1.6** | **Accreditation by / Membership of Trade Association(s)**  **Is your Company registered with any industry accreditation body? YES  NO**  **If yes, please provide details:**    **Is your Company on any public sector Framework agreements? YES NO**  **If yes, please provide details:**    **Please state membership of any professional bodies/ other associations below:** | | |
| **1.7** | **Quality Assurance**  **Is all / part of your company ISO9001 Quality Assured? YES NO**  **Is all / part of your company ISO14001 Quality Assured? YES NO**  **If yes please provide copy of certification**  **Do you have any other Quality Assurance? If Yes, please summarise details below** | | |

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| **2.0** | **Financial & Business Probity** |
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| **2.1** | | **Judgements etc.**  **Are there any judgements, claims or suits pending or outstanding against your company?**  **Yes  No** If Yes, please provide full details  **Has your company ever failed to complete a contract?**  **Yes  No** If Yes, please provide full details |
| **2.2** | | Please answer all of the following questions as they apply to your Company’s circumstances. Please confirm that:  1) being a company, no resolution has been passed or Order of the Court made for the company’s winding up otherwise than for the purposes of bona fide reconstruction or amalgamation, nor has a receiver, manager or administrator on behalf of a creditor been appointed in respect of the company’s business or any part thereof, nor is it the subject of any proceedings for any of the above procedures, nor is it the subject of similar procedures under the law of any other state.  **Confirmed  Not confirmed  Non-applicable**  2) being a partnership, it has not granted a trust deed or become otherwise apparently insolvent, or it is not the subject of a petition presented for sequestration of its estate.  **Confirmed  Not confirmed  Non-applicable**  3) being an individual, you are not bankrupt, or have not had a receiving order or administration order made against you, or have not made a composition or arrangement or trust deed with or for the benefit of your creditors, or have not made any conveyance or assignment for the benefit of your creditors, or have not had a petition presented for sequestration of your estate or do not appear to be able to pay or to have no reasonable prospect of being able to pay a debt within the meaning of the Insolvency Act or any similar procedure under the law of any EC member state.  **Confirmed  Not confirmed  Non-applicable**  4) no Directors, Partners, Associates or the Company Secretary have been involved in any Company which has been liquidated or gone into receivership.  **Confirmed  Not confirmed  Non-applicable**  5) none of the Directors, Partners, Associates or the Company Secretary have been convicted of a criminal offence relating to the conduct of their business or profession.  **Confirmed  Not confirmed  Non-applicable**  6) neither the Company nor any of the Directors, Partners, Associates or Company Secretary has committed an act of grave misconduct in the course of their business or profession.  **Confirmed  Not confirmed  Non-applicable**  7) all obligations relating to the payment of taxes under the law of any part of the United Kingdom or the EC member state in which the Company is established has been fulfilled  **Confirmed  Not confirmed  Non-applicable**  8) all obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or the EC member state in which the Company is established have been fulfilled.  **Confirmed  Not confirmed  Non-applicable**  If you have ticked **‘Not confirmed’** for any questions above please give details here |

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| **2.3** | Please list the names of any Director, Partner, Associate or Company Secretary who have been employed by the RSPB, giving department and dates.    Please give details of any Director, Partner, Associate or Company Secretary who have a relative who is employed by the RSPB at a senior level.    Please list the names of any Director, Partner, Associate or Company Secretary who have any involvement in other Companies who provide services to the RSPB    Is any work being undertaken or likely to be undertaken during the next three years by the Company or staff within it which could give rise to a conflict of interest through acting for third parties or otherwise? If yes, please explain the actual or likely circumstances and how such potential conflicts of interest would be handled. |

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| **2.4** | **Insurances (please supply a scanned copy of each certificate)** | | | | |
|  |  | **Insurer** | **Policy No** | **Value of Cover** | **Expiry Date** |
|  | Employers Liability |  |  |  |  |
|  | Public Liability |  |  |  |  |
|  | Prof. Indemnity |  |  |  |  |
|  | All Risks  (if applicable) |  |  |  |  |

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| **2.5** | **Has your company (or any building/project you have undertaken) won any awards, accolades or recognition?**  **YES  NO** If yes please provide full details. |

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| **3.0** | **Health & Safety and Environment** |
|  |  |
| **3.1** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of health & safety legislation?  **YES**  **NO** If yes please provide full details. |
| **3.2** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of environmental legislation?  **YES  NO** If yes please provide full details. |
| **3.3** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of data protection legislation?  **YES  NO** If yes please provide full details. |
| **3.4** | Have any restrictive clauses in relation to your company’s Employer’s Liability, Public Liability or Professional Indemnity Insurance policies been enforced in the last 5 years due to past Health & Safety performance?  YES  NO  If yes please provide full details. |

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|  | **Document E**  **Form of Offer** |

**Cost**

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| Cost for providing goods/services, as outlined in specifications (Document C) | £      + VAT |

**Added Value**

As well as any charity rate that you may be able to offer, the RSPB is always open to corporate partnerships that deliver benefit to your organisation, the RSPB and nature. Working as part of your CSR agenda we can provide opportunities for fundraising, secondments, interns and volunteering, offering your staff both personal and career development opportunities. We also welcome all forms of gifts in kind as valuable contributions to our work to [Give Nature a Home.](http://homes.rspb.org.uk/)

Suppliers should provide details of any associated added value features/services/gifts in kind available to the RSPB under the terms of this Tender. (Attach separate document if needed).

Please note, added value donations will not be part of the criteria we use to decide on which supplier to choose.

**References**

Suppliers are requested to provide details of three references from their existing clientele, supplying full name, address, telephone number, email address, contact name, period of Contract and the estimated annual value of the Contract. In supplying this information, Suppliers shall have granted the RSPB permission to seek such information as deemed necessary, in relation to the Suppliers performance with their nominated references.

Reference 1

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Address |  | |
| Telephone No |  | Ext |
| Email |  | |
| Contact |  | Dates of work |
| Nature of work done |  | Value of contract |

Reference 2

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Address |  | |
| Telephone No |  | Ext |
| Email |  | |
| Contact |  | Dates of work |
| Nature of work done |  | Value of contract |

Reference 3

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Address |  | |
| Telephone No |  | Ext |
| Email |  | |
| Contact |  | Dates of Work |
| Nature of work done |  | Value of contract |

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|  | **Document F**  **RSPB Terms and Conditions** |

The basis of the contractual agreement between RSPB and the applicant is detailed in the [‘RSPB Terms and Conditions of Purchase of Goods and Services’](https://www.rspb.org.uk/about-the-rspb/about-us/how-the-rspb-is-run/supplier-terms-and-conditions/) – please click on this link to download. In applying for this tender you are explicitly agreeing to be bound by these Terms and Conditions for the duration of the contract. If you require any alterations to these Terms and Conditions please state your issues below. (Attach separate document if needed)

The RSPB expects that all suppliers it works with to adhere to certain ethical and environmental standards. Please download the [RSPB Ethical and Environmental Procurement Policy](https://www.rspb.org.uk/about-the-rspb/about-us/how-the-rspb-is-run/supplier-terms-and-conditions/) and tick this box if you agree to be bound by its terms and conditions 

|  |  |
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|  | **Document G**  **Certificate of Bona Fide Offer** |

We certify that this offer is made in good faith, and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement of arrangement with any other person. We also certify that we have not, and we undertake that we will not:

1 a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer or proposed offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain insurance quotations required for the preparation of the offer;

b) enter into any agreement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted;

2 pay, give or offer or agree to pay or to give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in 1 a) or 1 b) above.

We acknowledge that if we acted or shall act in contravention of this certificate, the RSPB will be entitled to cancel the agreement and to recover from ourselves the amount of any loss and expense resulting from such cancellation.

I state that everything in this tender submission is truthful, that if found to be untruthful the RSPB can terminate any agreement between the RSPB and the company formed on the basis of this tender, and we will pay to the RSPB any loss or expenses the RSPB suffers as a result of such untruthfulness, whether an agreement is entered into or not.

In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.

|  |  |
| --- | --- |
| Signed |  |
| On behalf of |  |
| Date |  |

**Please note: a name added in an electronic document is functionally equivalent to a signature.**