



Date: 28 August 2023

Dear Sir or Madam,

Invitation to Tender for the supply of services: Climate FORTH Project Monitoring & Evaluation Support (October 2023 – September 2026). Closing 12 noon, Monday 25 September 2023.

RSPB Scotland, on behalf of the Inner Forth Futures partnership (IFF), wishes to commission a consultant or agency to deliver the 'contractor specific' monitoring and evaluation support work for the c.£1.6m Climate FORTH: Furthering Our Resilience Through Heritage project as set out within the Monitoring and Evaluation Framework. The work will be delivered between October 2023 and September 2026 as part of the Climate FORTH project's delivery phase. The value of the work will be up to £29,913 excluding VAT.

The Monitoring and Evaluation Framework (attached as supporting document) includes process monitoring, impact monitoring and monitoring support. It was created in 2022 as part of the Climate FORTH development phase and formed part of our successful Stage 2 application to National Lottery Heritage Fund's grants for heritage.

This contract will involve working closely with the Project Manager and other members of the Climate FORTH team and IFF partnership, building on their strong understanding of the project and its activities. It is critical that the contractor undertaking the work is realistic in the scope required and able to communicate with a wide range of audiences. The work undertaken by the consultant will support the Climate FORTH project team and IFF partnership in tracking and presenting the progress, impact and reach of the Climate FORTH project in its delivery phase.

We anticipate this work is largely desk-based, but by agreement would benefit from visiting the Inner Forth area during our community engagement /other events or partnership meetings. By agreement meetings can be held face to face or over Zoom/ Microsoft Teams.

The successful candidate should demonstrate previous experience in similar work. Thanks to Lottery players, these works are funded by the National Lottery through the Heritage Lottery Fund.

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

Document A	nstruction and Information						
Document B	RSPB, Inner Forth Futures partnership & Climate FORTH: 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						
APPENDIX	Climate FORTH Monitoring & Evaluation Framework, 2022						

Your tender response should be emailed to Kate Fuller, Climate FORTH Project Manager kate.fuller@rspb.org.uk by 12 noon Monday 25 September 2023.

If you wish to discuss any aspect of this tender prior to tendering, please email <u>kate.fuller@rspb.org.uk</u> or call 07860 592 061 before Friday 22 September.

Subject to mutual availability, we anticipate holding an online start up meeting w/c 2 October 2023, ideally between Monday 2 and Wednesday 4 October 2023.

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

Yours faithfully

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Kate Fuller, Climate FORTH Project Manager Inner Forth Futures RSPB



Document A

Instructions and information

- 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. 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.

10. Timetable

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11. 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.

12. 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 - Demonstrate ability to deliver the	40%
full service required within the timescale set out.	
Relevant Experience and Technical Knowledge -	30%
Demonstrate knowledge of previous work on	
similar projects	
Price & Price Related	30%



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 initiative. 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.

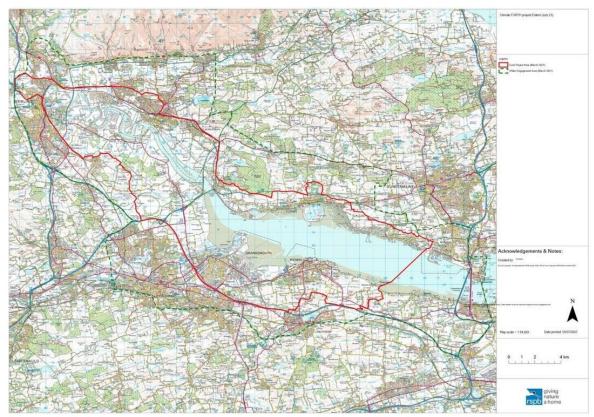
Climate FORTH: Furthering Our Resilience Through Heritage

The c.£1.6m Climate FORTH project has been designed to contribute significantly to delivering our vision, it was developed in 2022 thanks to funding secured through the National Lottery Heritage Fund. Thanks to further funding success with National Lottery Heritage Fund and others, it will be delivered between 2023 and 2026. 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.

Through thirteen discrete but complementary activities, the Climate FORTH 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 increase resilience of 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 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=1971361148964a3780a b5427a2fb8b07



Document C

Specification

Description of Services

RSPB Scotland, on behalf of the Inner Forth Futures partnership (IFF), wishes to commission a consultant or agency to deliver the 'contractor specific' monitoring and evaluation support work set out within the Climate FORTH (Furthering Our Resilience Through Heritage) Monitoring and Evaluation Framework, throughout the project delivery phase, between October 2023 and September 2026.

The Monitoring and Evaluation Framework (attached as supporting document) includes process monitoring, impact monitoring and monitoring support. It was created in 2022 as part of the Climate FORTH development phase and formed part of our successful Stage 2 application to National Lottery Heritage Fund's grants for heritage.

The work undertaken by the consultant will support the project team and partnership in tracking and presenting the progress, impact and reach of the c.£1.6m Climate FORTH (Furthering Our Resilience Through Heritage) project in its delivery phase.

The project comprises thirteen discrete but complementary activities, not all of which run over the same time period or duration during the project delivery phase. The majority of activities are being delivered by the Climate FORTH staff team, either the Project Manager or one of three Project Officers.

The Consultant /Agency will:

- 1. Undertake routine project monitoring and support of the Climate FORTH team as set out in the Monitoring & Evaluation Framework by utilising the proposed techniques at the proposed frequency. This is set out on page 9 of this brief to tender under the heading of 'evaluation team tasks'. Background to this is set out in The Monitoring and Evaluation Framework (**attached as supporting document**). October 2023 September 2026.
- 2. Undertake a mid point review of the project and create a report including recommendations. February March 2025.
- 3. Undertake a final review of the project and create a final report. May September 2026.
- 4. Be available to provide ad-hoc monitoring and evaluation advice to the Climate FORTH team on at least two points per financial year between October 2023 and October 2026 e.g. should it be found that monitoring and evaluation techniques proposed to be undertaken by the team are challenging to achieve the contractor will have the skill and flexibility to propose appropriate and proportional amendments to the Monitoring and Evaluation Framework (these are expected to be minor).

The Climate FORTH project team will:

- 1. Undertake routine monitoring as per the Monitoring & Evaluation Framework (including monitoring outputs and holding activity 'data days'.), including the techniques and frequency.
- 2. Create proportional and appropriate reporting for NLHF grant claims / update reports, and ongoing reporting to project governance structures and/or other funders.

Payment

We propose that payment is made as per the following quarterly basis over the contract duration. Please state in your tender return if you would require / propose an alternative.

Invoice due at end of quarter	Unit Cost (ex VAT)
2023 - December	£754
2024 - March	£1,509
Total FY 23/24	£2,244
2024 - June	£2,263
2024 - September	£2,263
2024 - December	£2,263
2025 - March	£4,526
Total FY 24/25	£11,217
2025 - June	£2,263
2025 - September	£2,263
2025 - December	£2,263
2026 - March	£2,263
Total FY 25/26	£8,974
2026 - June	£3,018
2026 - September	£4,526
Total FY 26/27	£7,478
Grand Total	£29,913

Routine Tasks as per Description of Services

Project team tasks	Project		Frequency			Evaluation team tasks	Project		Frequ	ency	
		At start	Monthly	Annually	At end			Ad hoc	Annually	Mid term	At end
Update monitoring spreadsheet including comms dashboard	ALL		\bigotimes			Analyse monitoring spreadsheet	ALL		\bigotimes		Ø
Collect completed organisational resilience profiles	1A, 1C 2D	\oslash		\bigotimes	Ø	Analyse resilience profiles	1A, 1B, 2B, 2D,		\bigotimes		Ø
Collect completed individual resilience profiles	1B, 1D, 2B	\bigotimes		\bigotimes	\bigotimes	Host focus group at open day	1A, 1C		Ø		Τ
Collect feedback forms	1A, 1C, 2C				Ø	Collect and write case studies	1A, 1B, 1C, 2D, 3B	\bigotimes		\bigotimes	Ø
Arrange annual data day	1A, 1B			\bigotimes		Host focus group	2A, 2C, 2D, 3A, Comms	Τ		\bigotimes	Τ
Arrange for survey to be embedded	2A	\bigotimes				Carry out 1:1 interviews	1B, 1D, 2A, 2B, 2D, 3A,	\bigotimes			
Complete schools monitoring additional questions	2A		Ø			Create feedback forms	1A, 1C, 1D, 2C	\bigotimes			
Install footfall/ bike counter	2B, 3B	\bigotimes				Analyse feedback forms	1A, 1C, 2C			Ø	Ø
Take before images	2B, 2D, 3B	\bigotimes				Deep Dive	1D, 2B, 3B, Wellbeing (1A, 1B, 1C, 1E & TBC 2B, 3C)	Ø			
Take after images	2B, 2D, 3B				Ø	Develop simple evaluation materials for use on open day with public	1E, 2B, 2D, Comms,	\bigotimes			
Arrange end of project ecological assessment	2B				Ø	Create survey	2A, 2B, 3A, 3B	\oslash			
Arrange for video footage	2B	Ø			Ø	Analyse surveys and footfall /bike counters	2A, 3A, 3B			Ø	Ø
Use mentimeter at road shows – tbc	2A				Ø	Carry out 6 months later 1:1 interviews	2C	\bigotimes			
Keep a record of donations	3A		\bigotimes			Create comms dashboard	Comms	\bigotimes			
Wellbeing project with youth panel	18	\bigotimes				Finalise wellbeing measures with youth panel	18	Ø			
Support youth panel to share wellbeing project resources	1A, 1C, 1D, 1E, 2B, 3C			\bigotimes		Analyse and report on wellbeing	1A, 1C, 1D, 1E, 2B, 3C			Ø	
Wider sharing knowledge opportunities attended/ presented through project team, partners and board	All			\bigotimes	\bigotimes	Wider sharing knowledge opportunities attended/ presented	All			\bigotimes	Ø

Background to this is set out in The Monitoring and Evaluation Framework (attached as supporting document).

The successful supplier will supply a service to which the following points will apply:

The information below is a statement of minimum requirements and is not intended to limit creative or original thinking in the preparation of proposals.

 Undertake routine project monitoring and support of the Climate FORTH team as set out in the Monitoring & Evaluation Framework by utilising the proposed techniques at the proposed frequency. This is set out on page 8 of this brief to tender under the heading of 'evaluation team tasks'. Background to this is set out in The Monitoring and Evaluation Framework (attached as supporting document). Delivery between October 2023 and September 2026.

Are you able to meet this specification in full? If so please give details below If not please state any differences in service offered

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

Details

2. Undertake a mid point review of the project and create a report including recommendations. Delivery February 2025 – March 2025.

Are you able to meet this specification in full? If so please give details below If not please state any differences in service offered

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

Details

3. Undertake final review of the project and create a final report. Delivery between May and September 2026.

Are you able to meet this specification in full? If so please give details below If not please state any differences in service offered

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

Details

4. Be available to provide ad-hoc monitoring and evaluation advice to the Climate FORTH team on at least two points per financial year between October 2023 and October 2026 e.g. should it be found that monitoring and evaluation techniques proposed to be undertaken by the team are challenging to achieve – the contractor will have the skill and flexibility to propose appropriate and proportional amendments to the Monitoring and Evaluation Framework (these are expected to be minor).

Are you able to meet this specification in full? If so please give details below If not please state any differences in service offered

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

Details



Document D

Company Information

1.0 General

1.1 <u>Registered Name</u>

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

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? If yes please provide copy of certification	YES	<u>NO []</u>	
	Do you have any other Quality Assurance? If Yes, please sum	marise details	below	

2.0 Financial & Business Probity

r							
2.1	Judgements e		nte claim	e or suit	s nondin	a or outstanding	against your company?
	Are there any	juugemei	its, claim	13 OF 301	is penuin		
	Yes		No			lf Yes, p	please provide full details
	Has your com	pany ever	r failed to	comple	te a cont	ract?	
	Yes	Ď	No				please provide full details
2.2	Please answer	all of the f	ollowing	questions	as they a	apply to your Com	pany's circumstances. Please confirm
	that:		Ũ		2		· · · ·
	otherwise than administrator or	for the pui n behalf of ject of any	rposes of f a credito / proceed / of any of	bona fide or been a ings for a	e reconstr ppointed i any of the	ruction or amalgam in respect of the co	urt made for the company's winding up nation, nor has a receiver, manager or ompany's business or any part thereof, s, nor is it the subject of similar
	2) being a party	orobio it	haa nat a	rantada	truct door	l ar basama athar	vice encrently incolvent, or it is not the
	subject of a pet						wise apparently insolvent, or it is not the
	Confirmed		Not co	nfirmed		Non-applicable	
	against you, or creditors, or ha petition present	have not i ve not ma ted for sec ng able to	made a co de any co juestration pay a del er state.	ompositio nveyanc n of your	on or arrai e or assig estate or	ngement or trust de inment for the ben do not appear to b	g order or administration order made eed with or for the benefit of your efit of your creditors, or have not had a be able to pay or to have no reasonable cy Act or any similar procedure under
						y Secretary have b	been involved in any Company which
	has been liquid Confirmed	ated or go		eceiversh nfirmed	nip.	Non-applicable	
	5) none of the I offence relating						ry have been convicted of a criminal
	Confirmed			nfirmed		Non-applicable	
			ct in the c			tners, Associates of ness or profession Non-applicable	
			e Compa			ler the law of any p as been fulfilled Non-applicable	part of the United Kingdom or the EC
			ber state i				under the law of any part of the United have been fulfilled.
	If you have tick	ed ' Not co	onfirmed	for any	questions	above please give	e details here

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.

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)													

2.5	Has yo recogr	-	any (or	any build	ling/project you have undertaken) won any awards, accolades or
	YES		NO		If yes please provide full details.

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					vith any enforcement or prohibition notices or been prosecuted in the past 5 tal legislation?					
	YES		NO		If yes please provide full details.					
3.3					vith any enforcement or prohibition notices or been prosecuted in the past 5 tion legislation?					
	YES		NO		If yes please provide full details.					
3.4										
3.4					lation to your company's Employer's Liability, Public Liability or Professional on enforced in the last 5 years due to past Health & Safety performance?					
	YES		NO		If yes please provide full details.					



Document E

Form of Offer

Cost

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

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 <u>Give Nature a Home.</u>

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 <u>not</u> be part of the criteria we use to decide on which supplier to choose.

Proposed Project Team

Please indicate personnel expected to carry out management and delivery of this contract with the RSPB and their areas of responsibility. Include summary CVs for the Partner/Director in overall charge of the commission and of your proposed team, including technical qualifications and details of experience. (Attach separate document if needed)

Approach to the Project

What would be your approach to this project (including methods, any management and control procedures, quality assurance, resources etc.)? (Attach separate document if needed)

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



Document F

RSPB Terms and Conditions

The basis of the contractual agreement between RSPB and the applicant is detailed in the <u>'RSPB Terms and Conditions of Purchase of Goods and Services'</u> – 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 <u>RSPB Ethical and Environmental</u> <u>Procurement Policy</u> and tick this box if you agree to be bound by its terms and conditions



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:

- 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.

<u>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.</u>

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.