

Dear Sir/Madam

23rd March 2022

Brief to tender for Alloa Inch Intervention Options

You are invited to tender, in competition with others, to provide the goods and/or services specified below, to the Scottish Wildlife Trust. The report will be submitted as part of a Stage 2 bid to the National Lottery Heritage Fund, grants for heritage by Inner Forth Futures initiative for the Climate FORTH project. Scottish Wildlife Trust will oversee the work outlined in this invitation to tender. The following documents are enclosed and must be, where applicable, completed and signed on behalf of the tenderer.

Document A	Instruction and Information
Document B	Overview of the site
Document C	Specification of Goods / Services
Document D	Company Information
Document E	Certificate of Bona Fide Offer
Appendix 1	Location Map of Alloa Inches Wildlife Reserve
Appendix 2	Outline Methods Statement
Appendix 3	Blank Bill of quantities
Appendix 4	Health & Safety Questionnaire
Appendix 5	Standard Terms and Conditions

Please note that Documents D – E below should be completed in the format given.

Please submit any questions about the tender to Tracy Lambert by 7th April 2022.

Your tender response should be emailed to tlambert@scottishwildlifetrust.org.uk

The closing date for tender submissions is **5pm on Monday 18th April 2022**.

Yours faithfully

Tracy Lambert

Reserves Manager for East Central Scotland
Tel 07739 428218



DOCUMENT A

Instructions and Information

1. If you are unable to comply with a request for information, or provide documentation requested, the tender will still be considered provided a satisfactory written account explaining the absence of the information accompanies 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.
2. The Scottish Wildlife Trust may require supplementary information or clarification or further evidence of the information given. The Trust may wish to visit reference sites given as evidence of relevant experience.
3. The ability of tenderers may also be determined by, amongst other factors, references, certification and site visits.
4. 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.
5. No charge will be made to the Scottish Wildlife Trust by applicants for any preparation costs accrued during the tender process, whether the applicant was successful or not.
6. You are invited to submit your best offer for the work as detailed below. The Scottish Wildlife Trust reserves the right to undertake post-tender negotiations.
7. It should be noted that in any formal contract 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 relationship between yourselves and the Scottish Wildlife Trust.

DOCUMENT B

Overview of the site

1 Introduction

Scottish Wildlife Trust wishes to commission a consultant to undertake an assessment of principle options for management interventions at Alloa Inch, a small island within the River Forth at Clackmannanshire that has been a Scottish Wildlife Trust reserve since 1996.

2 Description of the site

Alloa Inch (42.5ha) is a Scottish Wildlife Trust (SWT) reserve, located in a large bend in the tidal section of the River Forth which forms the Inner Forth estuary. The island lies to the south west of the town of Alloa. The site is surrounded by a sea wall (built c.200 years ago). In 1983, an exceptionally high tide over topped the wall and flooded the Inch. The wall around the flap valve that normally drained rainwater, gave way creating a breach, which allows regular flooding of the centre of the Inch at high tide. It has also been suggested that the breach may have been the result of subsidence of the island due to coal mining beneath the river. The island was inhabited until 1979 and the derelict farmhouse and outbuildings still remain.

SWT wish to understand future options for the site in terms of managing the extent of inundation.

3 Wider context of the project

Inner Forth Futures Initiative

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.

As a grouping of local authorities, public bodies, charities and community groups, IFF are inclusive, cooperative and listening, but also decisive, and able to make things happen.

The IFF Natural Heritage Working Group of which Scottish Wildlife Trust (SWT) are a longstanding member, has acted as an informal forum for networking, discussions and collaboration on natural heritage work around the upper Firth of Forth since 2012.

The IFF project area 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 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 and delivered between 2023 and 2026, subject to a 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 adaptation 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 for more information.

An explorable map of the Climate FORTH project area can be seen at

<https://rspb.maps.arcgis.com/apps/webappviewer/index.html?id=1971361148964a3780ab5427a2fb8b07>

Activity: Using Virtual Reality to engage communities in decisions about landscape change

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.

Inch of Ferryton and Alloa Inch are both areas of farmland, protected from incursion by the Forth Estuary by artificial bunds. Predicted sea level rise and possible increased storminess will put pressure on the existing defences. Furthermore, there may be opportunities to offset the impacts of flood events. This invitation to tender is related to the first phase of this activity.

- The first phase of the activity (February 2022 – November 2022) will involve an options appraisal study into the future management of Alloa Inch. An options appraisal for Inch of Ferryton has already been undertaken.
- The second phase of the activity (2023- 2026) will use Virtual Reality (VR) to engage and explain to communities about what Alloa Inch and Inch of Ferryton areas will look like were the defences to be breached in both a controlled and uncontrolled manner. It will be innovative approach, linked to landscape change and community input into decision making.

Alloa Inch Intervention Options is possible thanks to National Lottery players, the 'Climate FORTH' project is funded by National Lottery Heritage Fund.

DOCUMENT C

Scope of services

Three principal management interventions are to be explored at Alloa Inch:

1. Retain the status quo. With no maintenance erosion will reduce the effectiveness and integrity of the river defences leading to further collapses.
2. Encourage structural failure. Deliberately increase porosity of the river defences by creating further breaches hastening the defences decline. The outcome may be similar to above but the timescale much reduced.
3. Removal of entire defence structure. Allow river processes unhindered access to island bringing a dramatic landscape change. Natural processes of erosion and deposition allowed to shape the future of the island.

Restoration of the defences are not an option due to multiple factors but cost and the futility of the activity with rising sea levels most prominent.

The options appraisal will help explain what impacts the options will have and in what timescale.

The work will also help us understand what will likely happen to the remaining island and its habitats as powerful natural forces impact it. A condition analysis will be undertaken of the existing bund surrounding Alloa Inch. The study will identify risks if the bund is left to deteriorate, and the timescales of these risks. Each option will include the following details:

- a) The approximate cost of implementation.
- b) The likely maintenance required, and costs related to this.
- c) Ecological changes including the habitats that would be created.
- d) Any flood storage capacity and the effects this may have up and downstream of the reserve.

The options should be accompanied by concept maps and visualisations where appropriate. This work is critical to understanding the management options available. This work will also feed into a future project where VR will be used to interpret this exciting project to the local communities.

Your Submission Document

The submission should deal with the following as a minimum: -

A. General

- Completion of the Contractors' Health and Safety Questionnaire provided
- Any quality assurance and environmental management certification held.
- Membership of relevant professional bodies

B. Relevant Experience

Provide details of relevant project experience of the company and the proposed team members regarding:-

- Natural heritage projects/clients.
- Sustainable construction and strategies.
- Projects of similar type and complexity to this project.

C. Proposed Team

Provide details of the proposed personnel and, if relevant, sub-contractors that will have direct involvement in the project including details of their roles and internal reporting arrangements.

Outputs / Deliverables

The following will be provided:

1. Contractor to meet SWT Contact and Task Group for Project Start Meeting
2. Contractor to attend Task Group Meeting regularly

3. Interim report to be submitted to Task Group at project half-way stage. Preferred option to be identified.
4. Final report to be provided including costings and a project delivery plan of preferred option to be produced. All data to be provided to SWT in agreed formats, including visualisations to later allow VR modelling.

Timescale

The work will be undertaken between May 2022 – July 2022, during the Climate FORTH development phase.

Start procurement process	4 th April 2022
Tender return deadline	18 th April 2022
Contract Awarded	29th April 2022
Contract start up meeting with Task Group	Early May 2022 date TBC by task group
Interim reporting due	17th June 2022
Final reporting due	29th July 2022
Contract End	29th July 2022

Contract Management

The service commissioned will commence on as above, at the start-up meeting and complete on 29th July 2022 with the submission of the final report.

The anticipated budget is £24,000 to include all expenses **including** VAT.

The payment schedule will be: 100% payable at final reporting.

The contract will be led by Scottish Wildlife Trust

Fees and expenses

The tender should price for a **single fixed inclusive fee** payable on completion of the Services. Your fee should include that for any other specialist deemed necessary to undertake this work. Fees shall be deemed to include all normally incurred expenses, disbursements and travel costs associated with the provision of the Services and shall be quoted including VAT.

Tender evaluation process

The Scottish Wildlife Trust does not bind itself to accept the lowest or any tender.

Whilst the Scottish Wildlife Trust aims to provide feedback on failed submissions, this may not always be possible, and they are under no obligation to do so.

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

This tender brief is confidential and may only be disclosed by the Tenderer to others for the purpose of preparing this Tender.

Evaluation Criteria	Weighting
Value for money	35%
Objectives and scope of service – suppliers demonstrate their ability to fully meet the requirements detailed in this document and any annexes etc.	30%
Relevant experience	20%
Track record of delivering projects to a deadline	10%
Environmental awareness	5%
Meet all Health & Safety requirements	Mandatory

Closing date for tenders

The closing date for tender submissions is 18th April 2022

DOCUMENT D

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.

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:

Fax:

Email:

Registered office Address (if different from above)

1.3 Company Registration No (if applicable)

VAT registration number (if applicable)

Certificate of Incorporation number

1.5 Date company was founded (if a limited company, date of incorporation)

1.6 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)

1.7 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:

1.8 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

2.0 Financial & Business Probity

2.1 Person responsible for financial matters within your company

Name:

Position:

Telephone:

Fax:

Email:

2.2 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

2.3

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

2.4

Please list the names of any Director, Partner, Associate or Company Secretary who have been employed by the Scottish Wildlife Trust, giving department and dates.

Please give details of any Director, Partner, Associate or Company Secretary who have a relative who is employed by the Scottish Wildlife Trust 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 Scottish Wildlife Trust

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.

2.5

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)				

2.6 Has your company (or any building/project you have undertaken) won any awards, accolades or recognition?
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 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.

DOCUMENT E

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 or 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 Scottish Wildlife Trust will be entitled to cancel the agreement and to recover from ourselves the amount of any loss and expense resulting from such cancellation.

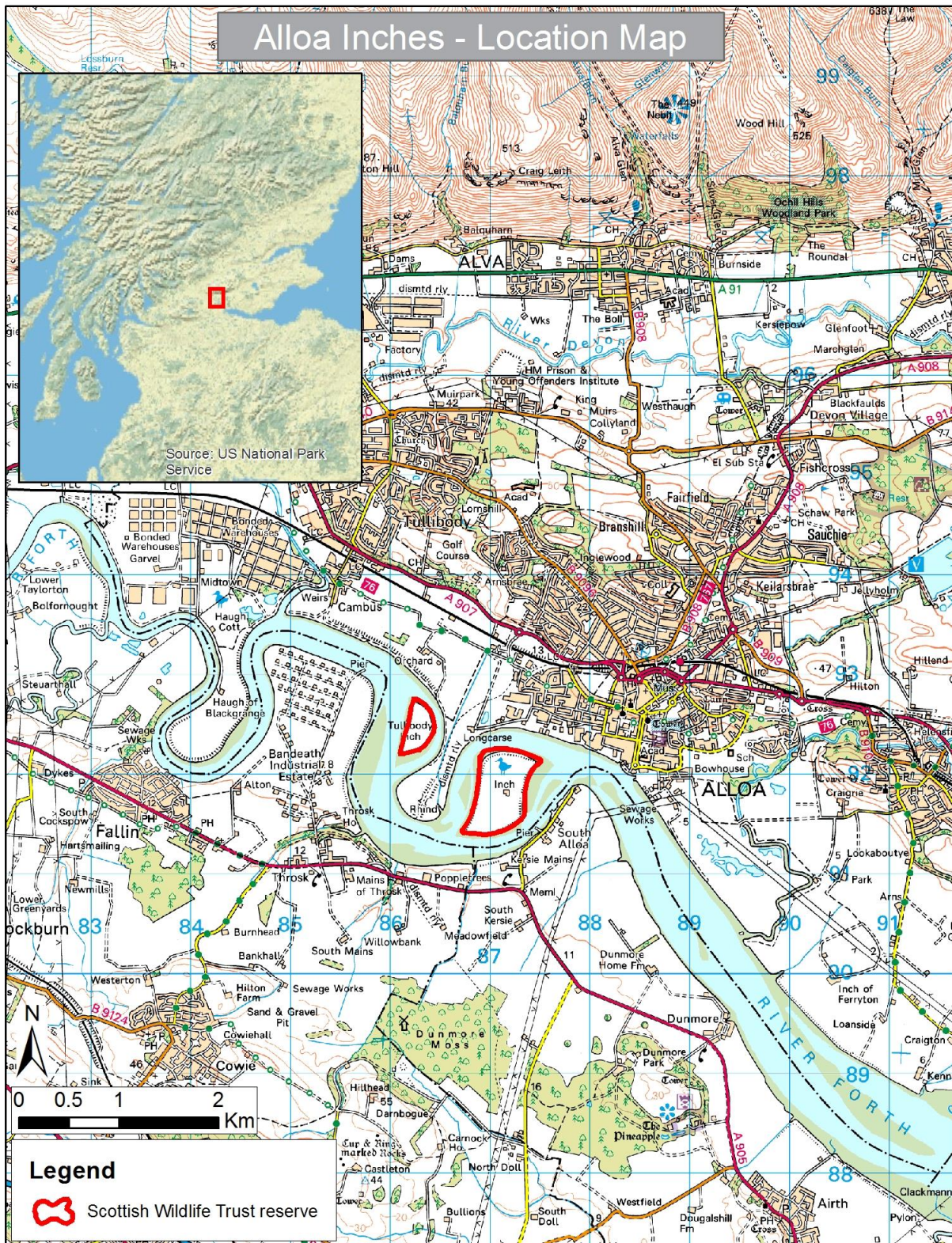
I state that everything in this tender submission is truthful, that if found to be untruthful the Scottish Wildlife Trust can terminate any agreement between the Scottish Wildlife Trust and the company formed on the basis of this tender, and we will pay to the Scottish Wildlife Trust any loss or expenses the Scottish Wildlife Trust 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.

Appendix 1: Location of Alloa Inches Wildlife Reserve



Scottish Wildlife Trust
 Harbourside House
 110 Commercial Street
 Edinburgh, EH6 6NF

© Crown copyright and database rights 2014.
 Ordnance Survey Licence No: 100030835.

Central Grid Reference: NS865920
 Reserve Manager: Rory Sandison
 Region: Clackmannanshire
 Scale: 1:50,000



Appendix 2: Outline Method Statement Alloa Inch Intervention Options

Methodology

Contractors to detail methodology.

Outputs / Deliverables

The following will be provided:

1. Contractor to meet SWT Contact and Task Group for Project Start Meeting
2. Contractor to attend Task Group Meeting regularly
3. Interim report to be submitted to Task Group at project half-way stage. Preferred option to be identified.
4. Final report to be provided including costings and a project delivery plan of preferred option to be produced. All data to be provided to SWT in agreed formats, including visualisations to later allow VR modelling.

Contact point for queries and tender returns

The deadline for tender return is 18th April 2022.

Tenders should be returned by email to Tracy Lambert, Scottish Wildlife Trust Reserve Manager at tlambert@scottishwildlifetrust.org.uk

Name: Tracy Lambert,
Reserve Manager East Central Scotland

Other Contact details:

Phone: 07739 428 218

Address: Scottish Wildlife Trust, Harbourside House, 110 Commercial Street, Edinburgh, EH6 6NF

Appendix 3: Bill of Quantities
Alloa Inch Intervention Options

(Please complete this with reference to appendix 3)

Company Name: _____

Contact Name: _____

Phone Number: _____ Date: _____

Description of Works	Quantity	£
	Total	
	VAT	
	Grand Total	

Appendix 4: Contractors Health & Safety Questionnaire

Contact name:

Company name:

Address:

Daytime Phone number:

Evening Phone No. (if different):

Mobile Phone number:

Number of employees:

COMPANY OPERATIONS	Yes	No
Do you have a health and safety policy? *(see note 1) Please append a copy of this		
Do you have a health and safety manual and procedures?		
Is there an appointed person within your organisation responsible for health and safety matters? *(see note 2)		
INSURANCE POLICIES HELD		
Do you have employers and public liability insurance? Please append a copy of this. If appointed you will be required to have PLI and ELI (if applicable) in place for the duration of the contract.		
Do you have professional indemnity insurance? *(see note 3) Please append a copy of this		
Do you have contractors all risk insurance? *(see note 4) Please append a copy of this		
HEALTH & SAFETY LEGISLATION		
Do you carry out risk assessments? <i>If selected as a contractor you may be required to submit your risk assessment for the contracted works</i>		
Do you have a formal accident and near miss investigation and reporting procedure?		
Do you have a biosecurity policy to avoid translocation of notifiable weeds and diseases?		
PHYSICAL WORKS ON-SITE		
Do you operate a maintenance and inspection system for work equipment? *(see note 4)		
Are you aware of the responsibilities imposed by the Construction Design and Management Regulations *(see note 5)		
Are you aware of the current health and safety legislation which governs your activities? *(see note 6)		
PROSECUTIONS		
Can you confirm that, during the past 5 years, your company, or any senior executive, has not been prosecuted for any Health & Safety offences. If you cannot so confirm please provide details and outline procedures adopted to prevent a reoccurrence of the failing(s).		
Can you confirm that, during the past 5 years, your company, or any senior executive, has not been prosecuted for any offence under the Environmental Act 1990 (as amended).		

Signed:

Name (printed):

Date:

Notes

1. If you employ 5 or more staff you are required to have a Health & Safety Policy under Health and Safety at Work legislation. You should include your most recent signed and dated Policy Statement with the Organisation and Arrangements for implementation.
2. If "Yes" please provide their name and professional qualifications. If "No" please provide details of the health & safety consultant who assists you with health & safety issues.
3. If the contract for which you are tendering is of an advisory, professional or consultancy nature which could result in current or future claims against the Trust, the landowners or their singular successors then you will require to exhibit such cover if appointed.
4. If the contract for which you are tendering involves construction, demolition or the accomplishment of other practical operations then you will require to exhibit such cover if appointed. You must also be able to demonstrate that all plant and equipment to be used by your organisation is regularly inspected, serviced and maintained. If you have established written procedures a copy of these should be submitted.
5. If the contract for which you are tendering involves provision of planning supervision (as required by the Construction, Design and Management Regulations), you must be able to demonstrate that you are familiar with the responsibilities imposed by these regulations and, if selected, submit copies of site registrations, pre-work health and safety plans, planning supervisors and designers (as applicable to the contract).
6. Contractors engaged by the Scottish Wildlife Trust shall carry out their work activities in accordance with all appropriate statutory legislation as amended including, but not limited to:-

The Health and Safety at Work Act 1974
The Management of Health and Safety at Work Regulations 1999
The Construction (Design and Management) Regulations 2007
The Construction (Health, Safety and Welfare) Regulations 1996
The Workplace (Health, Safety and Welfare) Regulations 1992
The Construction (General Provisions) Regulations 1961, partially revoked
The Personal Protective Equipment Regulations 2002
The Construction (Head Protection) Regulations 1989
The Provision and Use of Work Equipment Regulations 1998
The Lifting Operations and Lifting Equipment Regulations 1998
The Manual Handling Operations 1992
The Control of Noise at Work Regulations 2005
The Control of Asbestos Regulations 2012
The Asbestos (Licensing) (Amendment) Regulations 1998
The Control of Lead at Work Regulations 2002
The Control of Substances Hazardous to Health Regulations 2002
The Gas Safety Installations and Use Regulations 1998
The Electricity at Work Regulations 1989
The Fire Safety (Scotland) Amendment Regulations 2010
The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995
The Safety Representatives and Safety Committees Regulations 1977
The Health and Safety (First Aid) Regulations 1981

Appendix 5: Standard Terms and Conditions for Suppliers

1. INTERPRETATION

1.1 In these Conditions:-

"Conditions" means these standard terms and conditions for Suppliers;

"the Contract" means the agreement for the supply of the Goods and/or Services concluded between the Company and the Supplier by acceptance of the Order, subject to these Conditions;

"the Supplier" means the person who by the Contract undertakes to supply the Goods and/or Services to the Company as is provided for in the Contract. Where the Supplier is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners;

"the Company" means the Scottish Wildlife Trust a company limited by guarantee, registered in Scotland (registered number SC040247), having its registered office at Harbourside House, 110 Commercial Street, Edinburgh EH6 6NF also being a Scottish registered charity (charity number SC005792);

"the Services" means the services to be provided by the Supplier to the Company as specified in the Order and any specification or other document referred to therein;

"the Contract Price" means the price exclusive of Value Added Tax payable to the Supplier by the Company under the Contract for the full and proper performance by the Supplier of its part of the Contract;

"Delivery Address" means the address specified in the order for the delivery of the Goods;

"Document" includes, in addition to a document in writing, any map, plan, design, drawing, picture or other image, or any other record of information in any form;

"Goods" means the goods (if any) described in the Order, and includes any instalment of the goods or any part of them;

"Input Material" means any Document or other material, and any data or other information provided by the Company relating to the Goods and/or Services;

"Order" means the Company's purchase order to which these Conditions are attached; and

"Output Material" means any Documents or other material, and any data or other information provided by the Supplier relating to the Goods and/or Services.

1.2 The headings to Conditions shall not affect their interpretation.

2. CONSTITUTION OF THE CONTRACT

Any Order raised in writing (including email) by the Company constitutes an offer on the part of the Company to acquire Goods and/or Services subject to these Conditions which must be accepted in writing (including email) by the Supplier or by the actual execution of the Order. The Company shall not be liable for any Order unless it is issued or confirmed on its official order form and signed by a designated officer of the Company.

3. VARIATION OF CONDITIONS

3.1 The Goods and/or Services shall be provided in accordance with the Order and these Conditions. Any conditions which the Supplier may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded and not form part of the Contract, unless each such condition has been specifically agreed to in writing by a duly authorised official of the Company.

3.2 Acceptance of an Order will be deemed to bind the Supplier to these Conditions and no Goods and/or Services shall be supplied by the Supplier, their employees, agents or representatives, except in accordance herewith. The Supplier's Conditions of Service do not form part of the Contract.

4. SPECIFICATION

The Supplier shall provide the Goods and/or Services in all respects in accordance with the Order, any document or specification referred to therein and any other undertaking given by the Supplier as to the basis upon which the Goods and/or Services would be provided. Except where the Company has agreed otherwise, the Supplier shall at its own expense provide all materials necessary for the provision of the Goods and/or Services. In providing the Goods and/or Services, the Supplier will comply with all applicable standards and any statute, statutory rule or order or other regulations which may be in force from time to time.

5. DEFAULT BY SUPPLIER

5.1 If the Supplier shall have failed to comply with any terms of the Contract, either in relation to time of provision of the Goods and/or Services or otherwise, the Company shall be entitled to avail itself of any of the following remedies at the Company's discretion:-

- i) rescind the Contract;
- ii) give the Supplier the opportunity to re-perform or remedy any default in performance of the Services and/or supply of the Goods at the Supplier's expense so that they comply with the terms of the Contract;
- iii) refuse to accept any further Goods and/or Services without any liability to the Supplier;
- iv) obtain at the Supplier's expense such work as the Company considers may be necessary to make good any failure in the provision of the Goods and/or Services; and
- v) claim such damages, costs and expenses as the Company may have sustained in consequence of any breach of the terms of the Contract or failure by the Supplier to comply with any statutory or other legal obligations herein specified or implied by law.

5.2 These rights shall be in addition to and without prejudice to any other rights the Company may have.

6. DELIVERY AND PERFORMANCE

6.1 Goods shall be delivered:

- i) to the Delivery Address;
- ii) on the date stated in the Order, or if no such delivery date is specified in the Order, then delivery shall take place within 28 days of the Order; and
- iii) during the Company's usual business hours.

6.2 Services shall be performed:

- i) at the site as specified in the Order;
- ii) on the date stated in, or within the period stated in, the Order, if no such performance period is specified in the Order, then performance shall take place within 28 days of the Order; and
- iii) during the Company's usual business hours.

6.3 Where the date of delivery of the Goods or performance of the Services is to be specified after the placing of the Order, the Supplier shall give the Company reasonable notice of the specified date.

6.4 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent.

6.5 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.6 The Company may reject any Goods delivered which are not in accordance with the Contract and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier

6.7 The Company shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.8 The Supplier shall:

- i) observe and shall ensure that all employees, consultants, agents and sub-contractors which it engages in relation to the Contract observe all health and safety rules and regulations and any other security requirements that apply at the Delivery Address and/or any other address at which the Services are performed;
- ii) ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.

6.9 Risk of damage to or loss of the Goods shall pass to the Company on delivery to the Company in accordance with the Contract.

6.10 The property in the Goods shall pass to the Company on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Company once payment has been made and the Goods have been appropriated to the Contract.

7. FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Condition shall limit the obligations of the Supplier to use its best endeavours to fulfil its obligations under the Contract.

8. PRICE AND PAYMENT

8.1 The Contract Price shall be 'net', that is, after deduction of all agreed discounts. It shall include the cost of materials necessary for the provision of the Goods and/or Services, save where the Order specifically provides otherwise. The amount of any duty (including VAT) additional to the Contract Price and any early settlement discounts shall be shown separately in the Order.

8.2 Payment for the Goods and/or Services will normally be made within 30 days of receipt and agreement of the Supplier's invoice.

8.3 Whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Supplier under the Contract or under any other contract between the Supplier and the Company.

8.4 No increase in the Contract Price will be accepted (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without prior written agreement with the Company.

9. RIGHTS IN THE INPUT MATERIAL AND THE OUTPUT MATERIAL

9.1 The property and any copyright or other intellectual property rights in any Input Material and any Output Material shall belong to the Company.

9.2 The Supplier will forthwith upon request execute a formal assignment of any intellectual property rights in any Output Material requested by the Company and will assist the Company upon request in whatever way is necessary to procure the transfer of the ownership and benefit of any copyright or other intellectual property rights in any Output Material to the Company.

9.3 The Supplier shall treat the Order and all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party without the Company's written consent or infringe any copyright, patent, trade mark, trade name or registered design vested in the Company.

9.4 All materials, drawings, patterns, gauges, samples, specifications and other technical data prepared by the Supplier in connection with the Contract shall be the Company's property and the Company may reproduce and use the said items freely for any purpose whatsoever.

10. WARRANTIES AND LIABILITIES

The Supplier warrants to the Company:-

- 10.1 that the Services will be provided using reasonable care and skill in accordance with the Order and any document referred to therein and at the intervals and within the times specified in the Order;
- 10.2 that in performing the Services the Supplier will comply with all statutory requirements and regulations relating to the provision of the Services;
- 10.3 that in performing the Services the Supplier will comply with all obligations upon it under the Health & Safety at Work Act 1974 or under any other regulations or orders or under any policies of the Company which the Company notifies to the Supplier are mandatory for its suppliers including its data protection and privacy policy.
- 10.4 The Supplier shall ensure that the Goods shall:
- correspond with their description;
 - be of satisfactory quality, material and workmanship;
 - be free from defects in design, materials and workmanship and shall remain so for a period of 12 months after delivery; and
 - be fit any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement; and
- v) conform with:
- all applicable legislation in force from time to time;
 - the Order; and
 - any specification or design supplied or advised by the Company to the Supplier or by the Supplier to the Company.
- 10.5 The Company's rights under these Terms are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979; the Sale and Supply of Goods Act 1982, any other applicable legislation and any conditions implied under Scots common law.
- 10.6 At any time prior to delivery of the Goods to the Company, the Company shall have the right to inspect and test the Goods upon giving reasonable notice to the Supplier.
- 10.7 If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or designs supplied or advised by the Company to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.
- 10.8 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 10.9 If any of the Goods fail to comply with the provisions set out in this clause 10 the Company shall be entitled to avail itself of any one or more remedies listed in clause 5.
11. INDEMNITY
- Without prejudice to its liability for breach of any of the obligations under the Contract the Supplier shall be liable for and shall indemnify (and keep indemnified) the Company against all liability, loss, damages, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law as a result of or in connection with:-
- 11.1 breach of any warranty given by the Supplier in relation to the Goods and/or Services;
- 11.2 any claim that the provision of the Goods and/or Services infringes the patent, copyright, design right, trademark or other intellectual property rights of any person, except to the extent that the claim arises from compliance with any specification supplied by the Company;
- 11.3 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying the Goods and/or Services;
- 11.4 any loss of or damage to property caused during the provision of the Goods and/or Services;
- 11.5 any injury to any person, including injury resulting in death, save where such injury or death is caused by negligence on the part of the Company; and
- 11.6 any financial or economic loss except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Company, its employees or agents.
12. INSURANCE
- 12.1 The Supplier shall insure and keep insured against its full liability under Condition 10. Such insurance by the Supplier shall be a condition precedent of the Contract.
- 12.2 If requested, any (sub-) contractor will produce documentary evidence that the insurance is properly maintained.
- 12.3 The Supplier (if an individual) represents that he is regarded by both HM Revenue & Customs and the Department for Work and Pensions as self-employed and accordingly shall indemnify the Company against any tax, National Insurance contributions or similar impost for which the Supplier may be liable in respect of the Contract.
13. TRANSFER AND SUB-CONTRACTING
- Neither party shall assign the whole or any part of the Contract. The Supplier shall not sub-contract the provision of the Services or Goods without the previous consent in writing of the Company.
14. INDUCEMENT TO ENTER CONTRACT
- 14.1 The Supplier shall not offer to the Company or its representatives as a variation of the conditions of the Contract or as an agreement collateral to it any advantage other than a cash discount against the Contract Price.
- 14.2 The Supplier shall not offer or give or agree to give, to any member, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this or any other Contract with the Supplier or

for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The attention of the Supplier is drawn to the Bribery Act 2010.

15. INSOLVENCY

The Company may at any time by notice in writing summarily terminate the Contract without compensation to the Supplier in any of the following events:-

- 15.1 if the Supplier, being an individual, or, where the Supplier is a firm any partner in that firm shall become insolvent or notour bankrupt, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors or any equivalent action in competent jurisdiction; or
- 15.2 if the Supplier being a company shall pass a resolution, or the Court shall make an order, that the company shall be wound up (except for the purpose of amalgamation or reconstruction) or if an administrative receiver on behalf of a creditor shall be appointed, or if the Court shall make an administration order, or if circumstances shall arise which entitle the Court or a creditor to appoint an administrative receiver or which entitle the Court to make a winding-up order or administration order or any equivalent action in a competent jurisdiction: provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.
16. PUBLICITY
- The Supplier shall not advertise that it is supplying goods or undertaking work for the Company, or use the Company's logo without the prior written consent of the Company.
17. CANCELLATION
- Any Order raised by the Company may be cancelled at any time by the Company giving the Supplier notice in writing. A fair and reasonable price shall be paid for all work in progress/goods received at time of the cancellation which is subsequently received by the Company. The Company shall not be liable for any loss to the Supplier including consequential loss.
18. NOTICE
- Any notice required to be given in writing under the Contract shall be given where possible by e-mail, facsimile or by first class post addressed to the registered office of the party for which it is intended (or to such other address as may be notified in writing in accordance herewith for the purposes).
19. WAIVER
- No failure or delay on the part of the Company to exercise any of its rights under the Contract shall operate as a waiver thereof nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by the Company of any breach by the Supplier of any of its obligations under the Contract shall not affect the rights of the Company in the event of any further or additional breach or breaches.
20. VALIDITY
- If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
21. LAW
- The Contract shall be governed by and construed in accordance with Scots Law and the parties hereto prorogate the exclusive jurisdiction of the Scottish courts.
- MINOR LANDSCAPE AND CONSTRUCTION WORKS**
- Where the Services include physical works including minor building works and landscape maintenance (Works) the following additional provisions shall apply:-
22. The Works will be carried out in accordance with the reasonable instructions of, and to such quality and standards as shall be to the reasonable satisfaction of, any architect or other supervising official appointed by the Company to oversee the Works and, in so far as they apply to the Works, in compliance with the Construction (Design and Management) Regulations 2007.
23. If any defects, shrinkages or other faults in the Works appear within any rectification period set out in the Order due to materials, goods or workmanship not in accordance with this Contract or frost occurring before the Works are practically complete or any failure to comply with this Contract the Supplier shall make the same good at the Supplier's cost unless the Company (or its agent) shall instruct otherwise.
24. If any Works are not completed before any Date for Completion specified in the Contract the Supplier shall notify the Company and where that delay occurs for reasons beyond the reasonable control of the Supplier, the Company shall give such extension of time for completion as shall be reasonable. If the Works are not completed by the Date of Completion or any extended date established in accordance with this clause the Supplier shall pay to the Company liquidated damages at the rate specified in the Order. Such liquidated damages may be deducted by the Company from any sum it is due to pay to the Supplier.
25. The Supplier shall ensure that all reasonable times it has on site a competent person in charge.
26. If required to do so by the Company the Supplier shall take out and maintain with insurers acceptable to the Company:-
- 26.1 a joint names full risk policy for the full reinstatement value of the Works and shall maintain the same until a practical completion certificate has been issued in respect of the Works or until the same are complete as appropriate.. In the



- event of any claim on such insurance the insurance monies shall be used to reinstate the Works all to the reasonable satisfaction of the Company or its agent; and
- 26.2 where the Works involve any element of design the Supplier will also take out a policy of professional indemnity insurance in such amount as the Company shall reasonably require.
27. The Supplier is encouraged to suggest economically viable amendments to the Works which if accepted by the Company in writing, may result in an improvement in environmental performance in respect of the Works and the Supplier will provide to the Company all information it may reasonably request in relation to the environmental impact of the supply and use of materials and goods in the Works.
28. In the event of any dispute in relation to a Contract involving Works the parties will where appropriate, prior to commencing court proceedings, give reasonable consideration to whether or not the dispute ought to be referred to mediation, adjudication or arbitration as an alternative means of resolving the dispute.