Invitation to Tender for:

 Rear mounted and side arm flailing in the Forest of Dean & Herefordshire Woodlands, West England Forest District

Contract Reference: FEE/0526

# Introduction

**The Forestry Commission’s (FC)** mission is to protect and expand Britain's forests and woodlands and increase their value to society and the environment.

We take the lead in the development and promotion of sustainable forest management. We deliver the distinct forestry policies of England and Scotland through specific objectives drawn from the country forestry strategies.

We the FC will always consider equality when conducting our procurement activities. We require you to meet your duties under the Equality Act 2010 and may ask for evidence that you are aware of and operate in accordance with those requirements.

More information is available on our website at [www.forestry.gov.uk](http://www.forestry.gov.uk)

# Specification of Requirements

We will be awarding a contract for the flailing of vegetation on East and West Beats within the Forest of Dean and Herefordshire area of West England Forest District.

Our intention is to award this contract for a total period of five years.

Break points are available within the contract at the end of each year of the contract, at which time we will decide on whether the contract will continue. The decision on whether to use the break points/extension option(s) available will be at our discretion and we will base it on the following factors: satisfactory performance and budget availability.

The total value of this contract over the entire period, including any extension will be in the region of £110,000.

Over the duration of the contract we will assess contractor performance in the following way:

* Compliance with the basic conditions of the contract – e.g. resource availability versus our requirements
* Adherence to our requested timeframes for work, and responsiveness to requests for work. Requirements met in > 90% of instances
* Adherence to our health and safety requirements, which will be measured using the RAG system (see page 11 for more details). Three amber conditions are equivalent to a red condition (more severe), and three red conditions would result in a contract review and potentially termination of the contract.
* The quality of finish meets our requirements across over 95% of the contract area.

Contract specification

The work under this contract involves the management of roadside vegetation on both internal forest roads and external council roads. This allows the Forestry Commission to ensure all access is kept open whilst being kept in a beneficial state for wildlife and visually attractive for visitors to the forests. It will also involve the flailing of open areas within and around the forest – typically called “forest waste” for the benefit of local residents and wildlife alike. A further objective of this work is to control invasive weeds such as bracken, bramble and Himalayan balsam.

Also included in this contract requirement is on-demand side arm flailing to improve sight lines throughout the Forest of Dean and Herefordshire Woodlands, to assist with our mammal control programme.

This contract will be divided into three Lots, all of which shall be based in the Forest of Dean and Herefordshire, located within West Forest District:

|  |  |  |
| --- | --- | --- |
| **Lot Number** | **Area** | **Approximate Value over 5 years (£)** |
| 1 | East Dean | 45,000 |
| 2 | West Dean | 40,000 |
| 3 | Wildlife Work | 25,000 |

Bidders may submit a tender for any or all Lots, and may show an order of preference if they wish, which may be taken into consideration.

It is intended that one contractor be selected against each Lot on this contract, although the same contractor may be considered for **up to two** lots if they can prove their ability to complete all of the work in the allotted timeframe. The Contractor must demonstrate sufficient resources to complete the work within the stated contract period in order to be considered for more than one lot. If bidding for more than one Lot, the availability of two suitably equipped tractors with competent operators should be considered as the minimum requirement.

Lot Locations

The Lot areas are shown in annexes A – B, with Lot 1 shown on annex A and Lot 2 shown on annex B. Work in Lot 3 could take place across the areas shown in annexes A and B.

Work in Lots 1 and 2 will comprise of two parts. Part 1 is a set programme of rear mounted flailing that will be completed annually and be paid on a lump sum basis annually on satisfactory completion of works. Part 2 for these Lots is for a variable programme of additional rear mounted flailing, and side arm flailing. These additional works will be detailed throughout each year of the programme, in response to site requirements and local complaints. The detail of this variable programme will be provided at least two weeks prior to the expected start of this work. We anticipate that the value of these Lots will be split roughly equally between the lump sum element, and the variable additional works.

Work in Lot 3 is a variable requirement of side arm flailing to assist our team of wildlife rangers across the whole Forest of Dean and Herefordshire Woodlands.

Machinery

All necessary machinery such as a tractor with rear mounted flail and a side arm flail, and chainsaws shall be supplied, together with a suitably qualified and competent operator, by the Contract holder. The contractor shall also be responsible for supplying safety warning signage, fuels, oils, grease, tools and spare parts necessary to safely complete all allotted tasks.

Chain swipes will not be accepted for use under this contract due to the elevated risk of debris being ejected in all directions. Much of this work will take place in community areas where this risk is better controlled through the use of a rear mounted flail. Machine risk zones must also be clearly marked in large letters on all machinery.

Contractors should also be able to supply a shape saw when requested, in order to enable the efficient cutting back of large diameter woody vegetation.

For all Lots, the tractor must have 4x4 capability, a flashing warning beacon, and it is essential that the machine used for Lot 3 – Wildlife Work has suitable off-road tyres to ensure sufficient traction. Off-road tyres will also be necessary for some of the work in Lots 1 and 2.

It is also a requirement of all Lots that the tractor has an appropriate Operator Protective Structure (OPS), which shall take the form of either safety glazing or polycarbonate to ensure optimal operator visibility.

Order of work

The anticipated order of work will be advised by the relevant Forester at an annual pre-commencement meeting which the Contract Holder and the main operator will be expected to attend. The order of work can be subject to change at any time especially within heavily used public areas, or in response to wildlife requirements (i.e. bird nesting, dormice, etc). A 24 hour notice period shall apply to this contract where such a change is required, unless this change is in response to the discovery of a new nest for example, in which case an immediate change may be required in order to avoid breaking the law.

Timing Restrictions

Lots 1 and 2:

Rear mounted flailing operations are intended to start early in July to specifically target extensive areas of bracken in the first instance, then working through the remaining areas in an order to be determined each year by the Forest Warden or Beat Forester.

Timing of side arm flailing will be restricted in most instances by bird nesting season and the best practise for wildlife. Vegetation management therefore cannot begin earlier than 1st September in each year unless otherwise directed by the Forester. All work is to be completed by 31st December. This gives the Contract Holder a six month period for the completion of all work.

Lot 3:

The purpose of the work in this Lot is to enable a clear line of site for shooting operations. Work may be required at any time during the year, but primarily between the period 1st June-1st September. Given the delayed start to this contract, there will be flexibility applied to this timeframe in year 1 of this contract. However, we would expect the contractor to work to the above timeframe when requested in the successive years of this contract. Due to the nature of this lot, work needs to be carried out within 14 days of notification from the Forestry Commission. There is a possibility that some key sites will be cut more than once through the growing season.

Site constraints

Work areas vary greatly in size and operational constraints present. Known constraints are listed with the locations in the tables in annexes C - F, and are detailed on the accompanying site maps, and could include any or all of the following:

* Adjacent public highways - present in many locations
* Adjacent houses and other buildings – present in many locations
* Overhead powerlines (poles and staywires/anchors)
* Overhead BT lines (poles and staywires/anchors)
* Underground services (some with above ground obstructions such as hydrants and manhole covers)
* 3rd party access
* High public access – Public Right of Way, footpaths, trails and cycle paths
* Archaeology
* Conservation
* Mining
* Watercourses
* Adjacent contracts such as timber harvesting operations and HGV access.
* Steep terrain

Pre-commencement meetings between the contractor and either the Forest Warden or Wildlife Ranger (as applicable) are essential to identify these constraints on a site by site basis. The contractor should also notify the FC of any other constraints identified during operations to assist with future planning of these operations.

If the operator sees any public within the risk zone of the machinery whilst in operation the machinery and tractor must come to a stop to let trail / forest users pass safely.

**CONTRACT DESCRIPTION**

**Lots 1 & 2: Rear mounted flailing -** Areas of Forest Waste and ride sides for flailing with a rear mounted flail.

The lump sum rear mounted flailing element shall not be required in 2018 - year 1 of this contract, as it will have already been completed under the current/last contract.

We expect completion of all areas in the tables to the satisfaction of the supervising member of Forestry Commission staff with priority given to bracken areas (which account for approximately 30% of the total area). Flailing of bracken areas in a typical year should commence from 1st July and must be finished by 10th August. All remaining rear mounted flailing areas to be completed by 7th September in any one year unless otherwise agreed.

Timescales for years 2 – 5 of the contract will be confirmed by the relevant Forester at an annual pre-commencement meeting.

The contract holder must provide one cut per area within this timescale, unless otherwise specified. Once started, we expect the lump sum rear mount flailing work to be completed without undue delay, and progress in a methodical order. Additional areas may be requested for cutting at the discretion of the Beat Forester or Forest Warden, and a minimum of 24 hours notice of this additional work will be given to the contractor.

All areas are to be swiped to a height of no more than 100mm unless ground conditions dictate otherwise.

The quality of finish is important in order for this operation to meet its objectives. All areas mapped have been swiped before and the operator is expected to cover the ground as fully as possible in each location subject to site constraints.

Typical order of work for Lot 1:

1. Oldcroft
2. Yorkley area
3. All accessible Himalayan balsam at Ayleford / Two Bridges
4. Viney Hill
5. Pillowell
6. Bradley Hill

The order of work from this point will be determined nearer the time by the Forest Warden or Beat Forester responsible.

Typical order of work for Lot 2:

1. Bream
2. All accessible Himalayan balsam at Bowson Road, Bream.

The order of work from this point will be determined nearer the time by the Forest Warden or Beat Forester responsible.

Please note when looking at the contract maps, that the working areas are shown as both yellow lines and pale brown areas. The yellow lines indicate flailing along both sides of a road, track or footpath. The pale brown areas indicate larger open areas to be flailed.

**Lots 1 & 2: Side Arm Flailing –** Overgrown rides and forest tracks, woodland edges and along public roads with a tractor mounted heavy duty side-arm flail.

When flailing along the edge of a public highway, the Forestry Commission will require the contract holder to ensure that all roadside vegetation is cut back to meet the legal requirement as outlined by Highways Act 1980. This will involve cutting vegetation to prevent it contacting traffic using the public highway or pedestrians using a footway. This should be considered the same benchmark to apply to vegetation cutting adjacent to internal forest roads, where HGV access is required for the extraction of timber.

For clarity in the following situations, the public highway verges are to be cut as follows:

* Where there is an embankment above the road, the slope is to be cut either to its full height, or as high as can be safely reached by the machine.
* Where there is thick scrub, vegetation or long outward growing tree branches, cut everything back 1.5m from the edge of the road (or as far as possible to where vegetation exceeds 50mm in diameter).
* Create a minimum vertical clearance of 5m for vehicles, in a line from the edge of the carriageway (minimum 16 feet).

When flailing beside internal forest roads, all vegetation between the edge of the stoned forest road surface and the following points are to be cut:

* Where there is just a roadside ditch, cut to the top of the back edge batter of the ditch.
* Where there is a cutting above the forest road, the slope is to be cut either to its full height, or as high as can be safely reached by the machine.
* Where there is an embankment below the forest road, cut to the top shoulder point of the embankment, or 6 feet – whichever is the lesser of the two (Unless otherwise advised).

Flailing is expected to start from 1st September in any one year, with all work completed by 30th November of that year unless otherwise agreed.

Vegetation to be removed includes coarse grasses, bramble, gorse and small diameter woody scrub up to 1.5 inches diameter.

When flailing a level verge or embankment, vegetation will be removed to a height of no more than 100mm (depending on vegetation types) unless agreed with Forester prior to starting work.

The minimum flail width required will be 6 feet from the road edge on both sides of the road; working on a flail width of 3 feet this would be 2 passes on both sides of the road.

Flailing will be carried out up to a maximum of 12 feet on both sides unless otherwise directed; this would be approximately 4 passes depending on flail width. Where the council have already flailed the first 6 feet of verge the minimum required flail will be 3 feet or 1 pass starting from the inside edge of where the council finished. Note above that where this vegetation is on an embankment, it should be cut back as high as the machine can safely reach.

With some sites where woody scrub over two inches is present, an element of shape-saw or chainsaw work may be required. Such work will be at the discretion of the Beat Forester or Warden and agreed on site beforehand. Any areas requiring extensive chainsaw work will be completed under another contract. If a contractor is unsure about woody vegetation then the Beat Forester should be contacted before the woody growth is cut.

The quality of finish is important in order for this operation to meet its objectives. Extensive overgrowth should be mulched back with additional passes in order to achieve a clean finish. Where a clean finish is not going to be possible due to the woody nature of the vegetation, this should be agreed in advance in order for additional resources to be deployed once the flailing is completed.

Woody debris must be cleared off roads and paths on completion of works so that the passage of vehicles and pedestrians is not hindered unnecessarily. This will be discussed and agreed on a site by site basis with the Beat Forest Warden or Beat Forester responsible.

The flailing sites in annexes E-F are indicative of requirements over the lifespan of this contract. However, not all of these sites will need to be flailed every year. As such, specific flailing requirements will be identified later in the season which may include any or all of those listed, or possibly other locations not identified here. For conservation reasons, we may also opt to cut some roadside verges on alternate years. Overall we anticipate approximately three weeks of side arm flailing on each Lot in each year.

There are sites on the flailing list where a combination of rear mounted and side arm flailing is required to deliver the best end result with the greatest efficiency. Where this rear mounted flailing is **in addition** to those areas already identified for payment under the lump sum, the hourly rate will apply to this additional work.

**Lot 3: Side Arm Flailing**

The purpose of this lot is to target management of rideside vegetation in suitable areas to allow better visibility for the purposes of mammal control. This will include overgrown rides and forest tracks and woodland edges, where thick ride side vegetation blocks the view from the forest roads into the stand of trees, making visibility for both identifying animals to be culled, and safe areas for shooting difficult.

All work in this lot will be done with a heavy duty side arm flail. Vegetation to be removed will be bracken, grasses, bramble, gorse, woodland flora and small scrub up to 1.5 inches in diameter. Any heavier woody vegetation will be cut under another contract. The work to be carried out will differ on a site by site basis: the operations map will detail the cutting needed, with input from the Beat Wildlife Ranger. Communication between the ranger and the contractor will be imperative in ensuring that the finish is fit for purpose and all work must be completed to the satisfaction of the Beat Wildlife Ranger. The sample map shows a typical site to be worked, with a variety of different widths to be cut depending on vegetation present. In some areas just one pass will be needed, in others, multiple passes will be required. Some sites require cutting on both sides of the ride and some just on one side.

Summary table detailing timescale requirements

|  |  |  |
| --- | --- | --- |
| **Lot** | **Operation** | **Timescale** |
| **1: East Dean** | Rear Mounted Flailing bracken areas | 1st July – 10th August 2019 |
| Rear Mounted flailing of other areas to complete lump sum element | To be completed by 7th September 2019 |
| Side Arm Flailing | 1st September – 31st December 2018 |
| **2: West Dean** | Rear Mounted Flailing bracken areas | 1st July – 10th August 2019 |
| Rear Mounted flailing of other areas to complete lump sum flailing element | To be completed by 7th September 2019 |
| Side Arm Flailing | 1st September – 31st December 2018 |
| **3: Wildlife Work** | Side Arm Flailing | Primarily 1st June – 1st September but could be requested outside of this time frame with 14 days notice provided. (1st June to 1st September window shall apply to years 2-5 of this contract) |

**Lot Work Sites and Constraints**

Specific details of the work locations including tables and maps are provided in the following annexes:

|  |  |  |
| --- | --- | --- |
| **Annex** | **Lot number** | **Item description** |
| **A** | 1 – East Dean | Location map |
| **B** | 2 – West Dean | Location map |
| **C** | 1 – East Dean | Rear mounted flailing locations table |
| **D** | 1 – East Dean | Side arm flailing locations table |
| **E** | 2 – West Dean | Rear mounted flailing locations table |
| **F** | 2 – West Dean | Side arm flailing locations table |
| **G** | 1 – East Dean | Rear mounted flailing maps |
| **H** | 1 – East Dean | Side arm flailing maps |
| **I** | 2 – West Dean | Rear mounted flailing maps |
| **J** | 2 – West Dean | Side arm flailing maps |
| **K** | 3 | Side arm flailing maps |

**Method of payment of the work**

Lots 1 & 2:

REAR MOUNTED FLAILING – by lump sum with an hourly rate for work over and above the schedule.

SIDE ARM FLAILING – hourly rate

SHAPE-SAW – hourly rate

CHAINSAW WORK – hourly rate. Any chainsaw work will be assessed on a site by site basis and may be awarded within this contract at the Beat Forester’s discretion.

Lot 3:

SIDE ARM FLAILING - completed on an hourly rate.

**Work carried out on an hourly rate**

The hourly rate **may** be charged for travel between work sites within the Forest of Dean and Herefordshire Woodlands, and routine daily maintenance (i.e. daily levels checks, refuelling and greasing). Please note the hourly rate **may not** be charged for: rest/lunch breaks; travel to the Forest of Dean and Herefordshire Woodlands; breakdowns; downtime due to machine movements.

When pricing for this tender, all aspects of the operation should be considered and included in the price, i.e. fuel, differing terrain, site constraints, machine requirement etc.

All work is to be completed to the satisfaction of the Contract Manager or a member of staff appointed by them. The Commission reserves the right to withhold payment in respect of work which does not meet the required Standard as detailed in the specification.

The Forestry Commission expects a high standard of service and high level of Health, Safety and Environmental controls throughout the life of the framework. Your performance in this respect will be actively monitored throughout the framework life.

In order to achieve this, the framework will be managed and monitored using the RAG System (Red – Amber – Green System):

Unsafe acts or conditions that are immediately life-threatening are a **RED CONDITION** and we will pause the work until we are reassured that the root causes have been addressed. This may well require a positive change to take place first, such as a different work method, different kit or more training.

Unsafe acts or conditions that are potentially life-threatening, not meeting an industry standard or potentially environmentally damaging, are an **AMBER CONDITION**. Work will be paused briefly whilst that situation is addressed. If a contract gets three AMBER CONDITIONS then the third instance immediately becomes a RED CONDITION.

If we find that everything is good, then it is a **GREEN CONDITION**

The Forestry Commission requires all invoices to be submitted electronically, where possible, and to be able to pay the invoice by BACS transfer. Each invoice must include the contractor’s full contact details, contract number and lump sum and/or hourly rate with number of hours completed also detailed for each location.

The Forestry Commission will pay each invoice you send to us within 30 days of the date of that invoice (dependent on satisfactory completion of the quoted works). Incorrect invoices must be rectified by the contractor and re-submitted within 5 days of notification.

Invoices should be submitted on a regular basis and on a mutually agreed timescale.

The Forestry Commission will regularly discuss contractor performance through site meetings, phone calls and via e-mail as deemed necessary.

**Benchmark Fuel Price**

The prices submitted will be held for the length of the contract. However should a significant fluctuation in fuel price occur, either party may request a price review.

The benchmark fuel price will be noted on the first day of the contract and will be the latest average monthly price of diesel published on the Department of Energy and Climate Change’s website, Energy Price Statistics, Oil and Petroleum Products Price Statistics, the current web address is

<https://www.gov.uk/government/statistical-data-sets/oil-and-petroleum-products-weekly-statistics>

If a price review is requested by either party the reference point will be the average diesel price noted on the **1st August** **2018**.

The Fuel element will be assumed to be 15% of the contract price quoted.

For example, *the fuel element is 15% of the Initial Contract Price and the published average fuel price indicates an increase of 5% over the benchmark price, then the Contract Price may increase by 0.75% (i.e. 5% of 15%). This means that an Initial Contract lump sum Price of say £3000.00 would increase to £3225.00.*

If the published average diesel price has moved by less than 5% (either higher or lower) from the benchmark fuel price, no adjustment will be made.

Whenever the contract price is adjusted for changes in the average fuel price, the new average fuel price will become the benchmark fuel price until the next review.

Fuel price adjustments will apply to all works carried out on the first working day after the date of the review and the adjusted contract price will then be fixed until the next review.

Fuel price adjustments will not be backdated nor will any retrospective adjustments be made for any reason on this contract save those that may be required to comply with a remedy or contract law in the case of a default.

**Health & Safety**

Pre-commencement meetings will be required for all operations and all sites in order to identify site constraints and appropriate controls, and formalise these in a job risk assessment. This will also identify and record the responsibilities of those on site associated with the operation. The operator must also make daily contact with the Forest Warden (or Wildlife Ranger as applicable) in the first instance, then the Beat Forester to notify them of their location and progress, and enable the next site meeting to be organised.

Comprehensive risk assessments will be required from the contractor for all operations, to address all the major hazards associated with the sites and work involved. Generic risk assessments should be made specific to work sites in response to local site constraints. Any incidents involving utilities must be reported to the relevant Beat Forester, Warden or District Office within 2 hours of occurrence.

All operators must note that members of the public are likely to be on site at any time during daylight hours in the forest environment, including peripheral forest waste areas. Operators must give way to trail / forest users; and must remain vigilant at all times. If anyone is seen within the risk zone of the machinery, work must stop immediately to let them pass safely. The contractor will use banksmen where a need is identified within the contract holders risk assessment.

Many work sites are adjacent to minor or major roads so operator vigilance and good warning signage is essential in all locations.

The Contractor will also be aware of the following documentation and will produce relevant information when requested:

* Site Safety Rules
* Site constraints
* Pollution Control Plan
* Emergency Action Plan (as FISA 802)
* UKWAS (the Forestry Commission is certified under UKWAS)
* Additional Health & Safety practices to be followed are:
	+ PUWER 98: How the regulations apply to agriculture and forestry, available at <http://www.trees.org.uk/aa/documents/arb-ac-help/ais27.pdf>
	+ Management of Health and Safety at Work Regulations 1999 (MHSWR)

All work carried out under this contract must comply with the following:

* Evidence of appropriate operator FMO certification is a requirement of this contract, to include, but is not exclusive to the following:
	+ FMO 1.3 – Wheeled Rigid Base or City & Guilds NPTC Level 2 award in Forest Machine Operations (0020-30)
	+ FMO 6.10 – Mechanical Flail/Mulcher
* Work signage complying with Dept of Transport ‘Safety at Street Works and Road Works: A Code of Practice’ (previously known as Chapter 8) must be used where working alongside public highways. The contractor shall be responsible for supplying signage for use on the public highway that is compliant with the above. Within the forest environment, Forest Operations warning signs should be used instead, and these will be supplied by the Forestry Commission for the contractor to erect as necessary. All signage is to be put up before starting each site and must be checked regularly for the duration of work on that site. All signs will be removed from the work site by the contract holder when works are completed and the site is in a safe condition.
* Traffic management: If a particular site requires traffic management and FC resource is not available to supply this, the contractor shall be expected to supply the necessary staff that must include at least one person who has received the following City & Guilds Training: Streetworks Excavation and Reinstatement: Signing, Lighting and Guarding - Signing, Lighting and Guarding Unit 002. (That individual will be expected to organise the other contract staff involved with the traffic management system, and manage this process safely and efficiently).
* Any tractor must have an unmodified ROPS (Roll Over Protection Structure) cab fitted as standard. All machinery must have a seatbelt for the ROPS system to work correctly. Operator Protective Structure (OPS) must also be fitted as specified by FISA 501 – Tractor Units in Tree Work
* Contractors must comply with the FC **First Aid at Work Policy** which requires, where there are less than 3 people on a worksite, that all operatives hold a minimum of Emergency First Aid at Work and a first aid kit suitable for potential injuries.
* Any operator of a chainsaw on site must hold NPTC CS30 and 31 as a minimum. Evidence of certification under the old units will also be accepted as long as the equivalent units have been successfully achieved.
* All chainsaw operators must have registered for update training on the FISA website if they have not received an update within the last 5 years.
* Lone working with a chainsaw is not permitted at any time on Forestry Commission land.
* A ‘fail-to-safe’ lone working system must be in place when operators are working in isolation from others.
* Correct PPE must be worn at all times for the operation being carried out.
* Relevant FISA Guides for the operation are as follows and are available online (<http://www.ukfisa.com/safety-information/safety-library/fisa-safety-guides.html>) and from the District Office on request:
* FISA 204 – Flails and Mulchers
* FISA 301 – Using petrol driven chainsaws
* FISA 302 – Basic chainsaw felling and takedown
* FISA 303 – Chainsaw snedding
* FISA 304 – Chainsaw cross-cutting and manual stacking
* FISA 306 – Chainsaw clearance of windblow
* FISA 501 – Tractor Units in Tree Work
* FISA 703 – Debogging and Recovery of Forest Machines
* FISA 802 – Emergency Planning
* FISA 804 – Electricity at Work, Forestry and Arboriculture.
* FISA 805 – Training and Certification
* HSE Agricultural Information Sheet 21 – Safe Use of Rotary Flail Hedge Cutters
* HSE Agricultural Information Sheet 25 – Safe Use of Agricultural Mowers.
* HSE Agricultural Safety Leaflet AS 22 – Prevention of Tractors Overturning.

FC staff may on occasion ask for the Contract holder to produce evidence that these guidelines are being followed e.g. completed FISA checklists

* Notify FEE as soon as possible following any safety or environmental accidents or near misses.

**Accident reporting**

Any incidents involving utilities must be reported to the relevant Beat Forester or District Office within 2 hours of occurrence. The FC has an open policy on accident reporting and all near misses and minor incidents must be reported to the Forester. RIDDOR reporting remains mandatory

**Powerlines**

The areas mapped will, in places, include sections of road which pass under overhead powerlines. Without any modification to work methods FISA 804 ‘Electricity at Work’ does not allow work to take place within 10m. A suitable risk assessment and safe method of work must be agreed with the Forestry Commission before work can proceed within 10m of a powerline.

**Pollution:**

A pollution control kit must be maintained on site / machine, the size and type of which will be in proportion to the operation being undertaken, or to the Contract Managers satisfaction.

Any spillage with potential to pollute MUST be notified to the Forest District Office as soon as is practicable. Any spill with potential to pollute a watercourse must also be notified to the Environment Agency 0800 80 70 60. Costs associated with control and / or removal of contamination will be charged to the contractor.

All fuel and oil left on Forestry Commission land to be held in bunded tanks / site safes, located at least 50 metres away from any watercourses.

The site must be kept clean and tidy and litter free. All litter and contract waste (e.g. grease tubes, oil, old hoses etc.) must be removed from site daily and be disposed of in line with current legislation.

**Chain Oil** – The use of biodegradable chain oils in chainsaws is mandatory on all Forestry Commission land.

**Forestry Commission Guidelines (UK Forestry Standard):**

The Forestry Commission Guidelines; Forest and Soil Conservation, Forest Nature Conservation, Forests & Archaeology and Forest & Water Guidelines are to be adhered to at all times.

<http://www.forestry.gov.uk/fr/INFD-623H2G>

<http://www.forestry.gov.uk/website/Publications.nsf/WebPubsByISBN/F81697829C7CAEFD80256F9E00597B9A>

<http://www.forestry.gov.uk/fr/INFD-5W2FZT>

<http://www.forestry.gov.uk/forestry/INFD-8BVGX9>

<http://www.forestry.gov.uk/ukfs>.

All bird nests and animal burrows especially badger setts should be avoided. Some sites contain veteran trees that must be protected from damage. New guidelines now apply which prohibit heavy machinery from trafficking on the rootplate of such trees within a diameter of the dripline plus 5 metres. Any such trees will be identified during site by site pre-commencement meetings, and the exclusion zone will be marked out. The order of working will also be agreed during the pre-commencement meeting to accommodate site specific constraints. Native plants that are in flower should be avoided where possible.

Any new features identified during the course of completing the work should be avoided, with the site supervisor (Forest Warden or Wildlife Ranger) being notified as soon as possible.

**Archaeology**

Any site specific issues will be discussed with the contractor during a pre-commencement meeting on site. The contractor shall be responsible for meeting the cost of rectifying any damage caused to such features. Any new features identified during the course of completing the work should be avoided, with the site supervisor (Forest Warden or Wildlife Ranger) being notified as soon as possible.

**Sustainability**

This contract will be carried out in accordance with the Forestry Commission’s policy of reducing the environmental impact of operations on the FSC certified estate over time.

Tenders will be assessed on the measures a prospective contractor would take to minimise the impact of their own actions on the environment in the course of undertaking this contract.

**Biosecurity**

To protect the Public Forest Estate and to minimise the risk of introducing or spreading harmful pests and diseases, biosecurity measures appropriate to the level of risk at the location of work, are expected to be undertaken.  For more information and guidance, please visit [www.forestry.gov.uk/england-keepitclean](http://www.forestry.gov.uk/england-keepitclean).

It is likely that some sites will have been issued with Statutory Plant Health Notices and will be known to carry tree disease organisms. It is imperative that all machinery at these sites is thoroughly cleaned before leaving site. The FC will cover reasonable costs associated with the compliance with biosecurity protocols on sites where a Statutory Plant Health Notice is in force. These costs must be itemised separately.

**Note: Tenderers must include details of any areas where they will not be able to comply with these requirements. If your Tender does not meet these requirements we reserve the right to reject it completely.**

# Notes for Completion and Conditions

## Timetable

Whilst we do not intend to depart from the timetable below, we reserve the right to do so and if this is required, we will inform Suppliers in writing of any changes.

|  |  |
| --- | --- |
| **Stages** | **Dates** |
| Date(s) of site visits by bidders to FC site  | By prior appointment with David Sykes(see section 3.2 – Enquiries) |
| Closing date for expressing interest and questions | 1200 hours 17th August 2018 |
| **Closing Date and Time for Tender Returns** | 1200 hours on 28th August 2018 |
| Expected Start Date | 10th September 2018 |

**Bidders are strongly encouraged to attend a site visit before the tender deadline in order to fully understand our requirements**.

### Site Visits

Before the return date, bidders may need to have a site visit so that they can complete their submission; Site visits will take place on the date(s) specified in the timetable above and bidders should contact the person named at 3.3 below to arrange this.

## Enquiries

Please send all enquiries by email, by the deadline stated at Section 3.2 quoting thereference numberprinted at the front of this document to:

David Sykes

Forestry Commission

Bank House

Bank Street

Coleford

Gloucestershire

GL16 8BA

david.sykes@forestryengland.uk

If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all prospective bidders, although your identity will remain confidential.

**If you want to tender, and have not yet registered interest in the tender, you must do so before the closing date for expressing interest to make sure you are told about any questions and answers.**

## Responses and supporting documents

Responses must be completed in full; any additional appendices must be clearly labelled. The FC will only evaluate on information provided, working history with the FC cannot be considered unless outlined in your tender submission. Please do not send promotional or general information; this will not be evaluated. Please ensure that all questions are completed in full, and in the format requested.

## Return arrangements

Please return your completed tender submission inclusive of any relevant appendices as:

* 1 paper copy by post or hand delivered, and
* 1 copy on disk or USB type storage device in a read only format

Please note that we do not accept email copies. We must receive your completed tender before the closing date and time shown in the Timetable at section 3.2. We will keep tenders received before this deadline unopened until after this time. We reserve the right to not consider any tenders received after the deadline. Please be aware that tenders may be copied for our use.

Mark your envelopes with the words ‘**Tender for Rear Mounted and Side Arm Flailing in the Forest of Dean, West England –** **Not to be opened until 1200 hours on 28th August 2018**’.

Send completed tender documents to the following address:

Forestry Commission

Bank House

Bank Street

Coleford

Gloucestershire

GL16 8BA

## Clarification

During our evaluation process, we may need to seek clarification on aspects of your tender return. If required we will contact you using the contact details you have provided. Clarification may require you to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. The purpose of any such clarification is to provide us with the information we require to score your submission; it will not be an opportunity for you to improve or substantially change the information you have already submitted.

## Sub-contracting arrangements

Where the supplier proposes to use one or more sub-contractors to deliver some or all of the requirements, details should be provided. This includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key deliverables each sub-contractor will be responsible for.

The FC recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However Suppliers should be aware that where information provided to the FC indicates that sub-contractors are to play a significant role in delivering key requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the FC immediately of any change in the proposed sub-contractor arrangements. The FC reserves the right to deselect the Supplier prior to any award, based on an assessment of the updated information.

## Consortia arrangements

Please contact the FC before submitting a tender if you intend to bid as a consortium.

## Confidentiality

When providing details of contracts in answering section 4.4 of this ITT (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The FC reserves the right to contact the named customer contact in section 4.4 regarding the contracts included in section 4.4. The named customer contact does not owe the FC any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The FC confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

The Supplier must treat all information supplied to it by the FC in confidence and must not disclose it to third parties other than to obtain sureties or quotations for submitting its response.

As part of the tendering process, the Supplier must identify any parts of its tender submission which it designates as confidential and would not want published; such information may include technical or trade secrets or other confidential information. The FC will then assess this information (along with the rest of the contract) when considering which contractual information should or should not be published or released on request.

## Additional tender information

* All details of the tender, including prices and rates, must be valid for 90 days from the closing date for Tender Submissions as detailed in Section 3.1.
* The completed tender and all accompanying documents must be in English.
* Any contract or framework agreement concluded as a result of this ITT will be governed by English law.
* All prices will be in sterling and exclusive of VAT.
* Once we have awarded the contract or framework agreement, we will not pay any additional costs incurred which are not reflected in your tender submission.
* A Tender Panel will evaluate responses to the tender objectively using the evaluation matrix.
* Unless otherwise stated in this ITT, all costs associated with taking part in this process remain your responsibility and we will not return any part of your completed tender to you.

## Pass/Fail questions

Some questions in the tender are fundamental requirements of the contract or framework agreement. These are marked on a ‘pass/fail’ basis and if you do not answer these sections appropriately, we may reject your submission in full and cease to evaluate any more questions.

## Weighted questions

Some sections of this ITT include questions that are weighted. The weightings applied to each question ensure the relative importance of each is correctly reflected in the overall scores applied. For these questions, the marks out of 4 that are achieved for each question will be subsequently weighted to provide a total number of marks out of 100%.

## Award & Feedback

Once we have carried out the evaluation and identified the successful tenderer(s), we will write to all tenderers by email of our award decision. We will give all bidders the opportunity of feedback. Please request feedback via email as soon as possible if required.

## Right to cancel or vary the process

We reserve the right to cancel or withdraw from the tendering process at any stage.

## Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with us will disqualify you from being considered and may constitute a criminal offence.

## Disclaimer

While the information in this ITT and supporting documents has been prepared in good faith by us, it may not be comprehensive nor has it been independently verified.

Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

* makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or
* accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

# Your response

In order to submit a tender for this requirement you must complete and return the below sections in compliance with Section 3 above. All sections must be completed and returned.

Full details of how we will evaluate your submission can be found in the Evaluation Matrix below.

## Lots

Please indicate which lots you are bidding for:

|  |  |  |
| --- | --- | --- |
| **Lot No and Name:** | **Bid: Yes/No** | **Lot Preference:** |
| 1: East Dean  |  |  |
| 2: West Dean  |  |  |
| 3: Wildlife Work |  |  |

If you bid for more lots than your capacity permits you must clearly state above the maximum number of lots you wish to be awarded and show us your order of preference. We will use this information during our evaluation if an organisation scores the most in more lots than their capacity. The final award of lots will be at our discretion.

|  |  |
| --- | --- |
| **Maximum Number of Lots:** |  |
| **Lot No:** | **Lot Preferences** |
| 1: East Dean  |  |
| 2: West Dean  |  |
| 3: Wildlife Work |  |

## Supplier Information

|  |  |
| --- | --- |
| **Supplier details** | **Answer** |
| Supplier Name & Address |  |
| Registered company number |  |
| Registered charity number |  |
| Registered VAT number |  |
| Name of immediate parent company |  |
| Name of ultimate parent company |  |
| Please indicate your trading status | Choose an item. |
| Please indicate whether any of the classifications apply  | Choose an item. |
| **Contact details** |
| Supplier contact details for enquiries about this ITT |
| Name |  |
| Postal address |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

## Selection Criteria

## Insurance

|  |  |
| --- | --- |
| **Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract or framework, the levels of insurance cover indicated below.** | **YES / NO** |
| Employer’s (Compulsory) Liability Insurance = £5million**Note**: It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.  |  |
| Public Liability Insurance = £5 million |  |

## Health and Safety

This section allows us to assess your competency for health and safety. We have provided some guidance to help you understand the requirements for each area. You may also find it useful to refer to the Health and Safety Executive (HSE) website for some guidance before completing this section. You can find this here: <http://www.hse.gov.uk/>.

|  |  |
| --- | --- |
| 4.3.1 | 1. Does your organisation have a written health and safety policy? AND
2. If yes, please provide details of when it was last reviewed and updated.

Note: If your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy |
| **Answer:**   |

|  |  |
| --- | --- |
| 4.3.2 | The FC requires confirmation that this contract or framework will be carried out by personnel (individuals, staff or sub-contractors) with the pre-requisite Health and Safety certifications / qualifications. Bidders are required to complete the table below with reference to their delivery team for this contract or framework. |
| **Certification / Qualification** | **Number of personnel with certification / qualification** | **Qualification Provider** | **Frequency of Update training** |
| First Aid at work or Emergency First Aid at Work (+ F)\* |  |  |  |
| FMO 1.3: Wheeled rigid base machine (including agri-based) **or** City & Guilds NPTC >2.5t wheeled base machine |  |  |  |
| FMO 6.10: Mechanical flails / mulcher **or** City & Guilds NPTC Level 2 award in Forest Machine operations – Flail/Mulcher 0020-27 |  |  |  |
| Chainsaw NPTC CS 30.1 and 30.2 (Maintenance and cross cutting) |  |  |  |
| Chainsaw NPTC CS 31 (Fell small trees) |  |  |  |
| City & Guilds Training: Streetworks Excavation and Reinstatement: Signing, Lighting and Guarding - Signing, Lighting and Guarding Unit 002 |  |  |  |
| 4.3.3 | If the appropriate personnel who will deliver the contract or framework **do not** currently hold any or all of the above qualifications or certifications, explain any plans (including dates) you have in place to secure the necessary certifications/qualifications in advance of contract or framework commencement.Please state ‘not applicable’ in the box below where this does not apply. |
| **Answer:** |

**\*** Please see our [First Aid Policy for those that work on our land](http://www.forestry.gov.uk/forestry/infd-8wpmpq) for further details. Note: if your current certification does not cover these aspects, you will be required to undertake the necessary training prior to commencing any work.

|  |  |
| --- | --- |
| 4.3.4 | Briefly describe your selection process for sub-contractors. The selection process should include assessment and review of sub-contractors’ approach to risk assessment; competence and qualifications; and accident/near miss reporting & recording.If you intend to carry out all work using your own direct employees, you need only provide a short statement to this effect. |
| **Answer:**  |

|  |  |
| --- | --- |
| 4.3.5 | Briefly describe your process for ensuring personnel are competent and up to date on general and site specific health and safety requirements. This should include your plans for supervision and monitoring. Provide evidence of examples to support your response. |
| **Answer:**  |

|  |  |
| --- | --- |
| 4.3.6 | Provide an example of a site specific risk assessment you have applied in a previous contract which demonstrates that the risks identified have been controlled.ORWhere an example from a previous contract cannot be produced, please explain how you would risk assess a job; please support this response with a generic or hypothetical risk assessment relevant to the subject of the contract/framework. |
| **Answer:**  |
| 4.3.7 | In relation to your risk assessment process, describe how you monitor to ensure the controls remain in place for the duration of the work. Where available, supply any relevant evidence to support your response such as completed checklists or other similar evidence. |
| **Answer:**  |
| 4.3.8 | Explain your approach to Lone Working; and where this is carried out provide details of your process, methods and frequency of checking for contracts of this nature. |
| **Answer:**  |

|  |  |
| --- | --- |
| 4.3.9 | Briefly explain how your organisation obtains competent health and safety advice (either within the organisation or externally). Please show us you have the following or equivalent: Internal health and safety personnel, consultants, appointed person in the organisation responsible for health and safety. |
| **Answer:**  |

|  |  |
| --- | --- |
| 4.3.10 | 1. Describe your accident / near miss reporting system including any actions taken post incident to prevent recurrence;
2. Support your response with one example where this is available;
3. Describe your understanding of the requirements under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
 |
| **Answer:**  |

|  |  |
| --- | --- |
| 4.3.11 | Provide a short explanation of your process for Inspection and Testing of Machinery and Equipment providing certificates and completed checklists to support your response.Your answer should show an understanding of the Provision and Use of Work Equipment Regulations 1998 (PUWER) and Lifting Operations and Lifting Equipment Regulations 1998 (LOLER), where relevant. |
| **Answer:**  |

## References

|  |
| --- |
| **Relevant experience and contract examples** |
| Please provide details of up to two contracts, in any combination from either the public or private sector that are relevant to our requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. |
|  | Contract 1 | Contract 2 |
| Name of customer organisation |  |  |
| Point of contact in customer organisationPosition in the organisationE-mail address |  |  |
| Contract start dateContract completion dateEstimated Contract Value |  |  |

## Award Criteria

## Requirement Specific Questions

|  |  |  |
| --- | --- | --- |
| **No.** | **Question** | **Weight %** |
| 4.5.1 | Please provide details of how you propose to deliver the services required within the stated timescales. This should include information on any additional resources (e.g. machinery and manpower) you would be able to deploy if the programme should start falling behind schedule or if additional work is required. If you intend to bid for more than one Lot, you must be able to demonstrate sufficient capacity here to complete both work programmes in the timescale identified. If bidding for more than one Lot, the availability of two suitably equipped tractors with competent operators should be considered as the minimum requirement. | 25% |
| Response: |
| **No.** | **Question** | **Weight %** |
| 4.5.2 | How will you or your company ensure high standards of work, productivity and health and safety are maintained throughout this contract? Your answer should include information on whether you will be using direct staff or sub-contractors. | 10% |
| Response: |
| **No.** | **Question** | **Weight %** |
| 4.5.3 | If successful in winning this contract, what steps will you take to maximise the environmental sustainability of this contract in the context of your delivery on the ground? | 5% |
| Response: |

## Pricing Schedule

|  |  |
| --- | --- |
|  | ***Weight %*** |
| **Please provide details of your pricing in the schedule provided below** | 60% |

|  |  |
| --- | --- |
| **Description****LOT 1: EAST DEAN** | **Price****(£)** |
| **REAR MOUNTED FLAILING** | **LUMP SUM**  (for all the areas stated) 30%  |  |
| Hourly rate for additional work 10% |  |
| **SIDE ARM FLAILING** | **Hourly rate** (for indicative areas listed) 20% |  |

For information purposes please provide the following rates. These will not form part of the evaluation:

|  |  |  |
| --- | --- | --- |
| **Discretionary** **Chainsaw work** | Hourly rateEstimated 8-16 hours per year with a two man team (Allowing 8 hours worked per day.) |  |
| **Shape-saw work** | Estimated 16-24 hours (Allowing 8 hours worked per day.) |  |

|  |  |
| --- | --- |
| **Description****LOT 2: WEST DEAN** | **Price****(£)** |
| **REAR MOUNTED FLAILING** | **LUMP SUM** (for all the areas stated) 30% |  |
| Hourly rate for additional work 10% |  |
| **SIDE ARM FLAILING** | **Hourly rate** (for indicative areas listed) 20% |  |

For information purposes please provide the following rates. These will not form part of the evaluation:

|  |  |  |
| --- | --- | --- |
| **Discretionary** **Chainsaw work** | Hourly rateEstimated 8-16 hours per year with a two man team (Allowing 8 hours worked per day.) |  |
| **Shape-saw work** | Estimated 8-16 hours (Allowing 8 hours worked per day.) |  |

|  |  |
| --- | --- |
| **Description****LOT 3: WILDLIFE WORK** | **Price****(£)** |
| **SIDE ARM FLAILING (Hourly rate)** 60% |  |

## Terms and Conditions

This ITT, and any contract or framework agreement arising from it, will be subject to the latest version our [terms and conditions](http://www.forestry.gov.uk/website/forestry.nsf/byunique/infd-8xtkx5) for Operational Services.

The successful Tenderer’s usual terms and conditions are not, and will not, become terms and conditions of any contract or framework agreement that we may award as a result of this ITT.

|  |  |  |
| --- | --- | --- |
| a) | Do you accept the FC’s Terms and Conditions of Contract as detailed above? (delete the option that doesn’t apply) | Yes / No |
| b) | If no, please provide details of any specific areas that you have an issue with. Please note that failure to agree to our Terms and Conditions of Contract may invalidate your tender submission. |
|  |  |

## Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection and evaluation process to assess my organisation’s suitability to participate in this procurement, and to determine which supplier(s) provide the most economically advantageous tender in accordance with the criteria set out in this ITT. I am signing on behalf of ………………………………………………………………… **(insert name of supplier)**.

I understand that the FC may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

I understand the FC may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The FC may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The FC may also assess whether specified minimum standards for reliability for such contracts are met.

I understand that I must disclose if my organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control has been convicted of any criminal offences.

In addition, the FC may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

The essence of selective tendering is that the FC will receive *bona fide* competitive tenders from all those tendering. In recognition of this principle, I certify that this is a *bona fide* tender, intended to be competitive, and that ‘we’ (I or any other person acting for on behalf of my organisation) have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I also certify that we have not done and we undertake that we will not do so at any time before the hour and date specified for the return of this tender any of the following acts:

* communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium insurance quotations required for preparing the tender;
* enter any agreement with any other person whereby they will refrain from tendering or as to the amount of any tender to be submitted;
* offer or pay or give or agree to pay any sum of money or 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 other tender or proposed tender for this work any act or thing of the sort described above.

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

I also declare that there is no conflict of interest in relation to the FC’s requirement.

**ITT COMPLETED BY**

Name:

Role in Organisation:

Date:

Signature:

Evaluation Matrix

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Description**  | **Scoring** | **Scoring Criteria** |
| 4.2 | Insurance | Pass/Fail  | **Pass –** You must either confirm that you have the required levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be successful, that such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the requirement.**Fail** – If you cannot make such a commitment, your bid will fail in its entirety. |
| 4.3.1 | Health & Safety Policy | Pass or Fail | **Pass** – Organisation has a health and safety policy which has been reviewed in the last two years.**Fail** – Organisation does not have a health and safety policy OR Organisation does have a health and safety policy but bidder has provided no evidence of policy being reviewed in last two years. |
| 4.3.24.3.3 | Certifications / Qualifications | Pass or Fail | **Pass** – Bidder has stated they have all the certifications/qualifications required to undertake the work in response to part a of the question; OR Bidder has not confirmed that all certifications/qualifications are currently held in response to 4.3.2, but has provided a response to 4.3.3 of the question which gives assurance that the necessary certifications/qualifications will be secured in advance of contract commencement.**Fail** – Bidder has not provided the necessary assurance that all certifications/qualifications will be secured in advance of contract commencement in response to either 4.3.2 and/or 4.3.3 of the question. |
| 4.3.4 | Sub-contractor Selection Process | Pass or Fail | **Pass** – Bidder has described their process for sub-contractor selection. The process explains all the aspects requested in the question and provides assurance that sub-contractors will be assessed thoroughly in this respect to meet the minimum healthand safety requirements of the contract.**Fail –** The requirement to sub-contract has been identified in the bid, but the process for assessing sub-contractors does not cover the required aspects of the question and/or does not provide the necessary assurance that sub-contractors will be assessed thoroughly in line with requirements. |
| **Responses to the rest of the H&S section will be scored as detailed below. In order to pass, bidders will need to score 11 or more out of 17. Any bidder scoring below 11 will fail the H&S section.** |
| 4.3.5 | Updating of H&S | Scored Question | **Score of 2** – Response provides confidence that personnel are updated on relevant health and safety matters at appropriate times and that adequate supervision/monitoring is undertaken – relevant actions may include use of site inductions, training, newsletters, meetings, site visits etc.**Score of 1** – Response leaves reservations about whether personnel are provided with the relevant health and safety updates or provides limited evidence of updates being carried out. There is limited evidence to demonstrate adequate supervision or monitoring takes place.**Score of 0 –** No response provided or inadequate response provided. |
| 4.3.6 | Risk Assessment Process  | Scored Question | **Score of 4** – Relevant site specific risk assessment from previous contract has been provided. This shows appropriate hazards and controls, demonstrating competence in application of this process.**Score of 3** – Description of risk assessment process has been provided along with generic or hypothetical risk assessment. This shows an understanding of the process and provides confidence that the bidder would be able to apply the principles in a real situation.**Score of 2** – Description of risk assessment process has been provided without any examples OR generic or hypothetical risk assessment has been provided, with no further information of the process applied.**Fail – Inadequate process or no response provided**  |
| 4.3.7 | Risk Assessment Process  | Scored Question | **Score of 3** – Process description provides confidence that sufficient monitoring takes place throughout contract duration to ensure controls remain on site. Response is supported by appropriate evidence such as completed checklists, records of toolbox talks, evidence of supervisory visits or other appropriate evidence.**Score of 1** – Process description provided without further appropriate supporting evidence – this gives some confidence that controls remain on site through the duration of the contract. OR, Some evidence supplied such as completed checklists, records of toolbox talks, supervisory visits or similar without a description of the process applied.**Score of 0** – No response provided or response does provide confidence that an adequate process exists to ensure controls will remain on site for the duration of the contract.  |
| 4.3.8 | Lone Working Process | Scored Question | **Score of 4** - Supplier does not allow lone working.**Score of 3** - Lone working is restricted and the approach and system described gives confidence that the risk of lone working is being adequately controlled. Frequency of checking is appropriate to the risks associated with the work.**Score of 1** - Lone working is carried out but explanation of process gives limited confidence of risks being controlled to an acceptable level.**Fail - Response is completely inadequate or process described does not provide any confidence that Lone Working process will be managed to ensure safety of personnel.** |
| 4.3.9 | Health & Safety Advice | Scored Question | **Score of 1** - Response identifies competent responsible person.**Score of 0** - Response not provided or inadequate. |
| 4.3.10 | Accidents / Near Misses and RIDDOR | Scored Question | **1 point allocated for each of the following (maximum score achievable is 3):*** Relevant accident reporting process described along with any post-accident actions to prevent recurrence – **Score 1 point**
* Examples provided are relevant and demonstrate process being put into practice – **Score 1 point**
* RIDDOR description, categories, timescales and understanding of responsibilities reflect current legislative requirements – **Score 1 point**
 |
| 4.3.11 | Inspection and Testing of Machinery and Equipment | Pass or Fail | **Pass** - Sufficient explanation of process provided along with evidence of internal and external checks being carried out. Response demonstrates an understanding of PUWER and LOLER (where relevant).**Fail - Lack of evidence or understanding provided and or inadequate checking process demonstrated** |
| 4.4 | References | Pass/Fail  | **Pass –** Two references relevant to the subject matter of this ITT have been provided and the authority is content that the minimum standards for reliability have been met. We will consider accepting a lower number of references depending on how long you have been in business.**Fail** – References are not relevant OR a satisfactory number of references have not been provided OR the authority has evidence of the suppliers’ failure to discharge their obligations under previous principal relevant contract(s) which may include minimum standards for reliability in performing such contracts having not been met. |
| 4.5 | Requirement Specific Questions | 40% | **0 – No response or totally inadequate**No response or an inadequate response.**1 – Major Reservations / Constraints**The response simply states that the supplier can meet some of the requirements set out in the question or Specification of Requirements, but have not given information or detail on how they will do this.**2 – Some Reservations/Constraints**Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or Specification of Requirements. There is some doubt in their ability to consistently meet the full range of requirements.**3 – Fully Compliant**Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or Specification of Requirements. This gives full confidence in their ability to meet the full range of our requirements.**4 – Exceeds Requirements**Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract or framework. |
| 4.6 | Pricing Schedule  | 60% | The lowest priced tender will receive the maximum score available for this section. All other scores will be calculated by :Lowest Tender Price x Score available Tender Price |
| 4.7 | Terms and Conditions | Pass/Fail | **Pass**: Terms and Conditions have been accepted without any exceptions, or exceptions are minor and can be accommodated.**Fail**: Exceptions noted have been discussed and are unable to be accommodated. |
| 4.8 | Declaration | Pass/Fail | **Pass**: Completed, signed declaration has been provided.**Fail**: Declaration has not been signed or provided, or exceptions have been noted which cannot be accepted. |