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| Lake district national Park authority |
| Framework Contract for Professional Services. |
| INVITATION TO TENDER |
|  |
| **Julie Wood** |
| **10/7/2021** |

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# INTRODUCTION

1. This ITT relates to the Authority’s procurement for a Professional Services Framework Contract. Successful Tenderers will be appointed onto a multi supplier Framework Agreement that will be available for use by the Authority and by agreement, bodies in the Authority’s network. We are seeking a mix of contractors, from companies to freelance consultants (sole traders).
2. **Tenderers should read these instructions carefully before submitting a**  
   **Response. Failure to comply with these requirements will result in the rejection of the Tender.**
3. **Tenderers are** **advised to acquaint themselves fully with the extent and nature of the goods** **and/or services of the Specification of Requirements and contractual obligations. These instructions constitute the Conditions of Tender. Participation** **in this procurement exercise automatically signals that the Tenderer accepts these Conditions**

# TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

1. Timetable.

|  |  |
| --- | --- |
| Invitation to tender issued. | **08/10/2021** |
| Deadline for questions from Tenderers | **29/10/2021** |
| Deadline for Tender responses | **05/11/2021** |
| Evaluation of tenders | **26/11/2021** |
| Contract award notification | **03/12/2021** |
| Mandatory Standstill Period | **17/12/2021** |
| Contract award | **20/12/2021** |
| Contract start date | **01/01/2022** |
| Duration of contract | **4 years** |

**How will the framework work?**

1. It is the Authority’s intention to enter into a Framework Agreement with more than one provider. Whilst it is the Authority’s intention to purchase the majority of its  
   requirements as described in the Specification of Requirements under this Framework Agreement from the Providers appointed onto the Framework, this does not confer any exclusivity on the appointed Providers. The Authority reserves the right to purchase any services similar to the services covered by this procurement from any provider outside these Framework Agreements.
2. The Authority reserves the right not to conclude any Framework Agreement as a result of this current procurement process.
3. The Authority will use the evaluation criteria provided in this ITT to determine which  
   Tender Response is the most economically advantageous and will award the Framework Agreement to that Tenderer(s). Tender Responses will be evaluated on both technical merit and price.
4. To ensure the relative importance of both criteria will be correctly reflected in the  
   overall score, a weighting system has been applied to the evaluation process. The  
   technical merit score will be weighted and will form **40%** of the final score, and the  
   commercial evaluation will form **60%** of the final score.
5. The evaluation criteria are set out in full in Section 4 of this ITT. Following the evaluation processes the Authority will notify successful and unsuccessful Tenderers in writing of any intention to award a Framework Agreement. A ten day standstill period will take effect in before the Authority enters into any Framework Agreement.
6. Following a decision to award the Framework Agreement, the Authority  
   will provide reasons for its decisions upon request by the Tenderers.
7. When the Authority has a requirement to procure services through the Framework  
   Agreement, the Authority will seek a quote from the framework provider that, in our opinion, is best suited to the commission or undertake a mini-competition/quote for all suppliers within the respective lot.

**The Authority’s contact details**

1. Unless stated otherwise in this ITT or in writing from the Authority, all communications from Tenderers (including Tenderer’s sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be undertaken using the message system facility on the CHEST North West procurement portal (“the Chest”).

**Queries relating to the Tender**

1. Any request for clarification about the requirement or procurement process should be submitted at the earliest opportunity via the secure messaging feature on the CHEST and in any event no later than the deadline for receipt of  
   questions.
2. In order to ensure equality of treatment of Tenderers, the Authority intends to circulate the questions and clarifications raised by Tenderers together with the Authority’s response (but not the source of the question or clarification) to all Tenderers that have expressed an interest in this ITT.
3. Where a Tenderer believes that a request for clarification is commercially sensitive e.g. where disclosure of such clarification and the response would or would be likely to prejudice its commercial interests, the Tenderer should clearly indicate that the  
   clarification is commercially sensitive. However, if the Authority at its sole discretion  
   does not consider that the clarification is commercially sensitive or would potentially  
   benefit all Tenderers, the Authority will:

a) invite the Tenderer submitting the question either to declassify the question and allow the question along with the Authority’s response to be circulated to all Tenderers; or  
b) request the Tenderer, if the Tenderer still considers the query to be commercially sensitive, to withdraw the query.

1. The Authority reserves the right not to respond to a question or request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice the Authority’s commercial interests. In such circumstances, the Authority will inform the relevant Tenderer.
2. The Authority will not consider any request for clarification made or submitted by any other means except via the secure messaging portal in on the CHEST. Enquiries by email, fax, telephone or verbal enquiries will NOT be accepted  
   nor responded too.
3. The Authority will endeavour to respond to all queries as quickly as possible but cannot guarantee a minimum response time but in any event will respond at least four (4) days before the deadline for receipt of Tenders.

**Alterations to Tender**

1. The format and/or wording of the ITT should not be changed by Tenderers.
2. Tenderers may withdraw their Tender at any time prior to the deadline for receipt of  
   Tenders or any other time prior to accepting the offer of a contract by submitting such notice via the CHEST.

**Receipt of Tenders**

1. Tenders must be uploaded up to the time and date set out in paragraph 4 above.  
   Tenders received before that deadline will remain unopened until that deadline or such time thereafter when all Tenders will be opened. The Authority will not consider Tenders received after the deadline.

**Acceptance of Tenders**

1. By issuing this ITT, communicating with a Tenderer or a Tenderer’s representative or  
   agents or any other communication in respect of this procurement exercise, the  
   Authority shall not be bound to accept any Tender. The Authority reserves the right not to award a Framework Agreement for some or all of the goods and/or services for which Tenders are invited.

**Conditions of Tendering**

1. In submitting a Tender, a Tenderer undertakes that in the event of their Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Tenderer, the Tenderer will, upon being called to do so by the Authority execute the contract in the form set out in Section F or in such amended form as may subsequently be agreed.

**Costs of Tendering**

1. Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tender and the Authority will in no case be responsible or liable for those costs, regardless of the outcome in relation to individual Tenders.
2. The Authority reserves the right to cancel the procurement exercise at any point. The Authority is not liable for any costs resulting from any cancellation of this procurement exercise nor any decision not to award a contract as a result of the procurement exercise.

**Responding to the Tender.**

1. The tender documentation includes mandatory requirements, which are detailed in this ITT. The classification of a requirement as mandatory gives an indication of the  
   significance attached to that requirement relative to any other requirement. It is  
   important that Tenderers read these carefully and demonstrate compliance with these requirements. **Failure to comply with any applicable mandatory requirements will** **mean exclusion from the procurement exercise.**

**Documentation**

1. Tenderers are expected to examine all instructions, forms, terms and Specification of  
   Requirements in the ITT and check they are complete in all respects. Tenders must contain sufficient information to enable the Authority to evaluate accurately any proposed solution. Tenderers are requested to answer all the questions raised and provide all information in the order and format requested.
2. Tenderers are responsible for ensuring that they have submitted a complete and  
   accurate Tender and that prices quoted are arithmetically correct for the units stated.
3. The Authority reserves the right to discuss, for the purpose of clarification, any aspect of a Tender with the relevant Tenderer prior to the award of the Framework  
   Agreement.
4. At any time prior to the deadline for receipt of Tenders, the Authority may amend the ITT. Any such amendment will be notified in writing to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for receipt of Tenders.
5. Any innovative ideas and suggestions relating to the Specification of Requirements that reduce the Authority’s costs and/or improve the levels of service are  
   encouraged and these should be detailed an alternative, priced offer.
6. The Authority’s consideration of an alternative offer is dependent on the alternative  
   offer being accompanied by a fully complaint priced Tender. The Authority will consider complaint alternative offers and where technically acceptable, assess them against the evaluation criteria set out in here. Any Tender not clearly identified as comprising an alternative offer will result in rejection of that Tender.

**No agreement**

1. Tenderers are further advised that nothing herein or in any other communication made between the Authority and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) nor shall they be taken as constituting a contract, agreement or representation that a contract shall be offered in accordance herewith or not at all.
2. No Tenderer will undertake any publicity activities with any part of the media in relation to this opportunity or this ITT process without the prior written agreement of the Authority, including agreement on the format and content of any publicity.

**Freedom of Information**

1. In accordance with the obligations and duties placed upon public authorities by the  
   Freedom of Information Act 2000 (the “FOIA”), the Authority may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA or the Environmental Regulations Information 2004 (the “EIR”), be required to disclose information submitted by the Tenderer to the Authority.
2. In respect of any information submitted by a Tenderer that it considers to be sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) the Tenderer should indicate in writing of this ITT:  
   a) clearly identify such information as commercially sensitive;  
   b) explain the potential implications of disclosure of such information; and  
   c) provide an estimate of the period of time during which the Tenderer  
   believes that such information will remain commercially sensitive.
3. Where a Tenderer identifies information as commercially sensitive, the Authority will  
   endeavour to maintain confidentiality. Tenderers should note, however, that even  
   where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FOIA or the EIR. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed.
4. The Authority will not be held liable for any loss of prejudice caused by the disclosure of information that:  
   a) has not been clearly marked as confidential or commercially sensitive; or  
   b) does not fall into a category of information that is exempt from disclosure  
   under the FOIA or EIR; and;  
   c) in cases where there is no absolute statutory duty to withhold information,  
   then notwithstanding the previous paragraphs, in circumstances where it  
   is in the public interest to disclose any such information.

**Disclaimers**

1. Whilst the information in this ITT and any Due Diligence Information and supporting  
   documents have been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

**Canvassing**

1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or  
   agent of the Authority or its members or any other relevant body or any of its officers or members concerning the contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer, Tender or proposed Tender will be disqualified from this procurement exercise.

**Additional Information**

1. The Tenderer shall ensure that each and every sub-contractor, consortium member  
   and adviser abides by the terms of these instructions and the Conditions of Tender.
2. The ITT is issued on the basis that nothing contained in it shall constitute an  
   inducement or incentive nor shall have in any other way persuaded a Tenderer to  
   submit a Tender or enter into any other contractual agreement.
3. The Authority will disqualify a Tenderer where the Tenderer fails to comply fully with  
   the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document.
4. The Authority reserves the right to revisit information obtained in Tenders to take  
   account of subsequent changes to Tenderer’s circumstances. At any point during this procurement exercise, the Authority may require Tenderers to certify there has been no material change to information submitted in Tenders. If Tenderers are unable to certify that there has not been a material change, the Authority reserves the right to eliminate the Tenderer from the procurement exercise.
5. The Authority may seek and take up references from any customers designated by  
   Tenderers.

# STATEMENT OF REQURIEMENT.

1. The Lake District National Park Authority looks after this special corner of England, encouraging people to enjoy and understand its beauty and supporting those who live and work here. Further information about the LDNPA, including our statutory functions is available <http://www.lakedistrict.gov.uk/caringfor>
2. We and our partners are working towards making this place an inspirational example of sustainable development in action. We want its prosperous economy, world class visitor experiences and vibrant communities to come together in sustaining the spectacular landscape, wildlife and cultural heritage. Details of how we are doing this are outlined in our Partnership Plan. <http://www.lakedistrict.gov.uk/aboutus/partnership/ldnppmanagementplan>
3. Cumbria Woodlands is a partner of the LDNPA with a vision for woodland in Cumbria to thrive ecologically and economically for the benefit of everyone. Cumbria Woodlands addresses gaps in delivery within the sector across woodland creation, woodland management, training and development, and policy and advocacy and invests its surplus for the good of Cumbria.
4. Our needs will vary. The following are examples of types of services which may be required. This is not exhaustive, but is intended to demonstrate the breadth of the services which will be required.

* Providing services on specific projects running in partnership with other organisations
* Providing specific advice to individuals and small organisations
* Working with us as associates on research activities or pro-bono activities we provide

1. We are particularly interested in working with freelance individuals/sole traders with flexibility and availability to be embedded within our teams for specific tasks or projects. To enable this, our commercial assessment approach enables contractor to choose to price against a hypothetical project or a single day rate.
2. We do not expect the total value of work from this contract to exceed £2,000,000 over the 4 year duration of the contract.
3. The framework has been broken down into 9 lots. Tenderers are able to apply for multiple lots, but will be required to submit separate proposals for each lot.

|  |  |  |
| --- | --- | --- |
| Lot | Discipline | Maximum number of tenderers appointed to framework |
| Lot 1 | Woodlands creation | 10 |
| Lot 2 | Woodlands management | 10 |
| Lot 3 | Woodlands management specialising in ancient woodland | 5 |
| Lot 4 | Training and development | 5 |
| Lot 5 | Consultancy | 5 |
| Lot 6 | Farm business advice | 5 |
| Lot 7 | Policy and advocacy | 5 |
| Lot 8 | Marketing and communications | 5 |
| Lot 9 | Governance and management | 5 |

|  |  |  |
| --- | --- | --- |
|  | Lot | The range and type of skills and experience we are looking are outline below. It is not expected that your proposals covers all of these disciplines. |
| Lot 1 | Woodlands creation | * Site assessments * Development of woodland creation plans and maps * UKFS best practice advice * Familiarity of ESC/LIS/MAGIC * Environmental Impact Assessments * World Heritage Impact Assessments * Regulatory process advice * Experience liaising with land owners & land agents * Understanding of farming systems & livelihoods * Grant and funding knowledge * Grant management * Land values and markets for land & woodland * Knowledge of Cumbria * Regional & local sector organisation knowledge |
| Lot 2 | Woodlands management | * ASNW/PAWS site assessments * Development of woodland management plans and maps * UKFS best practice advice * Woodlands management contractor supervision * Grant and funding knowledge * Grant management * Land values and markets for land & woodland * Geological survey knowledge (for SSSI advice & planning) * Tree health knowledge * Upland scrub & montane scrub knowledge * Knowledge of natural flood management (water quality and water quantity) * Ancient tree knowledge * Timber utilization knowledge * Carbon knowledge in relation to woodlands * Climate change knowledge in relation to woodlands * Deer management knowledge * Agro-forestry knowledge * Rewilding knowledge * Knowledge of Cumbria * Regional & local sector organisation knowledge |
| Lot 3 | Woodlands management specialising in ancient woodland | * ASNW/PAWS site assessments * Development of woodland management plans and maps * UKFS best practice advice * Woodlands management contractor supervision * Grant and funding knowledge * Grant management * Land values and markets for land & woodland * Geological survey knowledge (for SSSI advice & planning) * Tree health knowledge * Upland scrub & montane scrub knowledge * Ancient tree knowledge * Carbon knowledge in relation to woodlands * Climate change knowledge in relation to woodlands * Deer management knowledge * Rewilding knowledge * Knowledge of Cumbria * Regional & local sector organisation knowledge |
| Lot 4 | Training and development | * Technical knowledge of land management and forestry both commercial/conservation * Educational (teaching) delivery needs and methods * Development of online courses from concept to implementation * Experience developing course content with videographers and photographers * Authoring and administration of learning management systems * Hosting and facilitating online webinars and tutorials * Development of technical and practical forestry skills programmes * Knowledge of practical training providers in Cumbria |
| Lot 5 | Consultancy | * Business development for the forestry sector * Government forestry growth agenda knowledge * National, regional & local sector organisation knowledge * Group chairing, facilitation and coordination * Proposal development * Funding bid development * Community engagement * Community forestry |
| Lot 6 | Farm business advice | * Understanding of agricultural trends and markets * Understanding of agricultural transition including ELMS and other farming support mechanisms * Experience of farm business management * Understanding the farming systems used within Cumbria * Strong connections and networks within the farming community and an ability to empathise with farmers * Ability to communicate across various stakeholder groups |
| Lot 7 | Policy and advocacy | * UKFS best practice advice * Understanding of broader land management agendas * Carbon knowledge in relation to woodlands * Networks within sector related national organisations * Networks within sector related local organisations * Ability to build partnerships |
| Lot 8 | Marketing & communications | * Knowledge of the woodland sector * Development of marketing strategies * Media creation and management (photo, video, audio) * Social media management * Event management * Press liaison * Branding * Website development * Website content management * Writing skills (technical and external facing) |
| Lot 9 | Governance and management | * Understanding of broader land management agendas * Knowledge of the woodland sector * Organisational development * General strategy and policy development * Financial management * Risk management * Contract management * Programme management * Project management * IT system/service administration * Reporting to Board and Steering Committees * Staff management * Health and wellbeing knowledge * Diversity and inclusion knowledge |

Staffing, Knowledge and Expertise

1. We are familiar with the range of consultancy grades utilised by Central Government guidelines. We expect all grades to hold relevant degree and training and membership of professional body, where appropriate. The Contractor is required to ensure that staff engaged as part of this Framework have and continue to develop an appropriate level of knowledge and expertise relevant to the technical aspects of the delivery of the service.

# AWARD CRITERIA & TENDER EVALUATION METHODOLOGY

**Price/Quality Ratio**

1. The following Price / Quality Ratio will be used:

* Price (Commercial) 50%
* Quality (Technical) 50%

|  |  |
| --- | --- |
| **Criteria** | **Potential Score**  **Weighting**  **Max Score** |
| **Price**   * Total cost of the services to be provided based on the single daily rate excluding VAT. | 50% |
| **Quality**   * Overall quality of submission (including detail, presentation & clarity) * Evidence of prior experience and knowledge of working and delivering services using the skills and experience outlined in the lots above. * How you will bring innovation and new thinking when delivering services | 5%  35%  10% |

**Technical (Quality) Evaluation**

1. The information below gives the weightings attached to each criterion and any sub weightings that are applicable for your information. These weightings will be used in the assessment of tenders.
2. Marks will be awarded based on the evidence submitted in the tender submissions.
3. Each evaluator will evaluate every tender submission in isolation of the other evaluators. All evaluators will be LDNPA staff. Evaluators will vary depending on the Lot.
4. Each evaluator will award a mark for each of the Technical question between 1 and 5 The following scoring criteria will be used:

|  |  |  |
| --- | --- | --- |
| **Mark** | **Descriptor** | |
| **1** | **Unacceptable** | Does not demonstrate ability to meet the requirement. |
| **2** | **Poor** | Insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| **3** | **Acceptable** | Response is relevant and acceptable. The response addresses a broad match to the requirement but may lack details in certain areas. |
| **4** | **Good** | Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. |
| **5\*** | **Excellent** | Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |

*\*A score of 5 will only be awarded where the proposal far exceeds what is required in the specification, thus bringing an added value. This could include financial benefits; operational and service enhancements; time and energy saving possibilities; or, where it can be demonstrated and justified, evident strength, capacity or capability in a particular area.*

1. Once each evaluator has independently evaluated each of the tender submissions, a Moderation Meeting will be held between the evaluators. Where individual evaluator’s scores for particular questions significantly differ from one-another, the scores and the Tenderer’s response to that question (and any other relevant information in the Tenderer’s bid) will be discussed at the Moderation Meeting. In the event that an Evaluator realises that they have misread the Tenderer’s response, they may amend their original score for that question. Should no Evaluator find fault with their original score, all original scores will stand.
2. The arithmetical mean average of all of the evaluators’ marks for each question will then be multiplied by the relevant question weighting, to give the question weighted score.
3. Tenderers should be aware that if a tender is judged unsatisfactory on any of the technical criteria listed above, it may be ruled out of further consideration.
4. Tenderers are invited to provide two client references. References may be taken up at any point in the assessment exercise. We would expect references to relate to the project experience included in the tenderers technical submission.

**Commercial (Price) Evaluation**

1. We are inviting contractors to propose to us a day rate, based on an 7.5 hour day and excluding VAT. This rate will be applicable to all commissions let through this framework
2. The lowest tendered price will be awarded 50%. All the other returned tender prices will be given a % score relative to this, by dividing the lowest tendered price by the firm’s tendered price, multiplying by 100 and then multiplying the product by 50%

Travel and Subsistence Arrangements

1. Business Travel required to deliver the contract should be kept to a minimum and where possible, alternative arrangements should be put in place, i.e. tele or video conferencing. If travel is unavoidable, it should be co-ordinated and managed to reduce carbon emissions as far as possible.
2. Travel arrangements must be made by the most efficient and economical means. Where travel and subsistence costs are incurred payment will be made upon presentation of receipts to the contract manager and will be restricted to the following rates (which are inclusive of VAT).

* Motor mileage - £0.45 per mile
* Overnight subsistence - £75.00 per night
* Rail/Air travel – Economy/Standard fare rate

### INSTRUCTIONS FOR SUBMITTING YOUR TENDER.

1. For each tenderer we are inviting the following information:

* Company information.
* Technical (Quality) evaluation.
* Commercial (price) evaluation.
* Non Collusion agreement.

1. **Companies/Individuals applying to more than one lot must complete a separate Technical and Commercial return for each lot.**

**Company Information.**

|  |  |
| --- | --- |
| Registered Company Name - Please insert the full name of organisation. |  |
| Please insert your company's registered address (as listed with Companies House) or official legal address |  |
| Please insert your VAT Registration Number (if applicable) |  |
| Contact names |  |
| Contact address |  |
| Contact telephone |  |
| Contact email. |  |
| Does your company have an environmental policy, and/or accredited environmental management system? If so please briefly state details. |  |

**Grounds for Mandatory Rejection**

Has your organisation or any director or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?

|  |  |
| --- | --- |
| Offence | Please answer  yes or no. |
| Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption |  |
| The offence of bribery, where the offence relates to active corruption |  |
| Bribery within the meaning of section 1 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983 |  |
| Fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities’ within the meaning of |  |
| The offence of cheating the Revenue |  |
| The offence of conspiracy to defraud; |  |
| Fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| Fraudulent trading within the meaning of section 458 if the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006; |  |
| Fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |
| Fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |
| An offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| Destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| Fraud within the meaning of section 2, 3 or 4 of the Fraud Act |  |
| The possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act |  |
| Money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002 |  |
| An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |
| An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |

Grounds for discretionary rejection.

|  |  |
| --- | --- |
| Is the Tenderer or any Consortium or JV member aware of any actual or potential conflicts of interest which may actually or apparently, compromise the conduct of this procurement? |  |
| If the answer to the above question was "yes" please give brief details of these and any proposed mitigation? |  |
| An individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of this creditors or appears unable to pay, or have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state |  |

**Technical (quality) Proposal**

**Please outline your technical proposal in the following order. The total length of the technical proposal must not exceed 5 sides of A4, minimum font size of 10pt. Your company name should appear as a header on each page of your return. For companies/individuals applying for more than one lot, please submit one technical proposal per lot.**

a) Evidence of prior experience and knowledge of working and delivering services using the skills and experience outlined in the lot you are tendering for

We would like to see up to 4 short summaries of project examples that demonstrate your experience of relevant commissions. **These should include the dates completed, client, and value and contacts for a referee for at least 2 projects.**

b) Staff CVs

Please provide a short summary paragraph of your key staff, being clear and specific as to how staff experience is relevant to the specific requirements of the lot. Full CVs can be attached as an annex. Please ensure that any CV’s are restricted to around 3 pages per staff member.

c) How you will bring innovation and new thinking when delivering services

Please provide examples of where you have delivered innovative and new thinking in your discipline, how you ensure you are up to date with leading edge thinking within your discipline, and how you will bring this to your work with Cumbria Woodlands.

**Commercial (price) evaluation**

**Please enter your day rate, excluding VAT, based on an 7.5 hour day.**

**DECLARATION OF NON-COLLUSION**

To: Lake District National Park Authority

The essence of selective tendering is that the Authority shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not and will not (either personally or by anyone on my/our behalf):-

1. Fix or adjust the amount of the tender (or the rate and prices quoted) by agreement with any other person.
2. Communicate to anyone, other than the person calling for this tenders, the amount or approximate amount or terms of the proposed tender (except other than in confidence, where essential to obtain professional advice or insurance premium quotations required for the preparation of the tender).
3. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tenders to be submitted.
4. Canvass or solicit any member, officer or other employee of the Authority in connection with the award of this or any other Authority contract or tender.
5. Offer, give or agree to give any inducement or reward in respect of this or any other Authority contract or tender.

|  |  |
| --- | --- |
| Signed (as in Tenders) duly authorised to sign | ………………………………………………………………………… |
| For and behalf of | ………………………………………….…………………………….. |
| Date | ………………………………………….…………………………….. |

**REFERENCES**

Potential suppliers are required to submit details of one organisation with which contracts are currently held for the provision of your services. This is so that references may be obtained. If you are currently supplying to other Local Authorities, please include these. The Authority will wish to obtain an email/telephone reference for the successful tenderer prior to the award of the contract.

**Reference 1 Comments**

|  |  |  |
| --- | --- | --- |
| Organisation Name |  |  |
| Contact Name |  |
| Address |  |
| Telephone Number |  |
| Fax Number |  |
| Estimated contract sum | £ |
| E Mail address |  |

**Reference 2 Comments**

|  |  |  |
| --- | --- | --- |
| Organisation Name |  |  |
| Contact Name |  |
| Address |  |
| Telephone Number |  |
| Fax Number |  |
| Estimated contract sum | £ |
| E Mail address |  |

PLEASE NOTE THAT ALL INFORMATION WILL BE TREATED IN THE STRICTEST CONFIDENCE AND WILL BE USED PURELY AS A MEANS OF OBTAINING REFERENCES.