Invitation to Tender for ‘Bury Land Soil Suitability Assessment’

Reference: 19/FM/DEL19

# 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 all of the following:

**Stage 1**

- Phase 1 Contamination Risk Assessment report, to include a review of related historical reports

- a desk based geotechnical study to look at risk of slope stability issues and a methodology for ground investigations to support this, should they be required,

**Stage 2**

* Phase 2 Soil-resource Suitability for the Establishment of Community (publicly accessible) Woodland Report

Our intention is to award this contract for a period of 12 months.

There will be an option to extend the contract by up to 10% in total value.

Break points are available within the contract at the end of the Stage 1 works, at which time we will decide on whether the contract will continue on to the delivery of Stage 2.

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:

* Items identified during the Phase 1 which would mean that we no longer want to consider a particular area.
* Availability, weather, access, or other extenuating circumstances.

The total value of this contract over the entire period, including any extension options (if detailed above), will be in the region of **£95,000**.

Background Information

Forestry Commission England (FCE) is currently working with Bury Council to consider FCE taking on the management of more sites in Bury. The sites are currently owned and managed by the Local Authority. Each has a mixed-use history and has undergone some restoration, typically involving receipt of inert waste materials under license. They are now open access green spaces. FCE is currently undertaking Due Diligence. FCE require to know the suitability of the sites for the long-term management as community woodland, as an extension to the local Forest District.

FCE wishes to make an informed decision regarding the risks and suitability of the sites as public open space and freely accessible community woodland. Such an assessment must include consideration of risks to human receptors (including but not restricted to site visitors), environmental receptors, and vegetation establishment. A list of information already gained from the council is provided in Appendix 3; this information will be provided to the winning contractor.

Geographical Area

The sites being considered are within the Irwell Valley and are shown on Map 1, which also shows the existing FCE managed land in the area. All the sites are within the ownership of Bury Council. Due to the geographical scale of the sites these have been broken into 4 areas:

* Philips Park
* Outwood
* Outwood Trail
* Prestwich Clough

1. Philips Park is an area of parkland in Prestwich, Bury of approximately 58.5 ha. The site is dissected by the M60 motorway. It includes several parcels of grazing land and anecdotal evidence suggest fill from the motorway may be on this site.
2. Outwood is located in the Radcliffe, Bury. The site area is approximately 53.1 ha. Previous land use on this site includes; colliery, sewage work and landfill land. It appears some of the land has received secondary in-fill of, purportedly, inert waste.
3. Outwood Trail is located immediately to the south of Outwood and is a linear route equating to 11ha. It runs along a disused railway to existing FCE land south of the M60. It is now a Sustrans route cycling and walking trail.
4. Prestwich Clough, is located in Prestwich, ca. 1 km south of Jct 17 M60. It borders existing FCE managed land. The Prestwich Clough site area is approximately 19.7 ha. It is at least in part overlain by formal landfill and old reservoirs.

|  |  |  |  |
| --- | --- | --- | --- |
| **Site** | **x** | **Y** | **Approximate Grid Ref** |
| Philips Park | 379890 | 404103 | SD7989004103 |
| Outwood | 377716 | 406515 | SD7771606515 |
| Outwood Trail | 378025 | 404470 | SD7802504470 |
| Prestwich Clough | 380582 | 403476 | SD8058203476 |

The location of the site and the site boundaries are shown in overview on Map 1 and detail on Map 2 a, b, c and d.

All the sites are currently used by the public for recreation this should be considered in the approach to site work. Also consideration should be given to access of equipment, for example access to Philips Park is over a 1-lane bridge, with a 32 tonne weight limit.

Health and Safety

The contractor will be required to undertake the principal contractor and principal designer duties under the CDM 2015 regulations.

Initial information regarding constraints available to date is included within Appendix 1.

Specific method statements and risk assessments must be provided in advance of any works on site taking place and particular consideration must be given to breaking ground.

Specification

There are 3 components to be delivered over 2 stages for each site:

**Stage 1**

* Phase 1 Contamination Risk Assessment with recommendation for the soil survey and indicative cost of soil survey
* a desk based geotechnical study to looks at risk of slope stability issues and a methodology for ground investigations to support this should they be required

**Stage 2**

* Phase 2 Soil-Resource Suitability

The Client reserves the right to terminate the contract upon completion of Stage 1. The Consultant must not progress with Stage 2 without written authorisation. Any costs incurred without the Client’s consent will not be accepted for payment. The Client reserves the right to extend the contract to cover further investigation requirements identified during the Phase 2, within standard procurement rules.

*Objectives of the investigation:*

* Conduct a Phase 1 contaminated land site investigation to report on site suitability for community woodland establishment. Assessment of suitability should include, but by no means be limited to: constraints, matters of concern, matters requiring further investigation, site strengths. The Phase 1 must include review and due consideration of all material supplied by The Client, this information will be shared with the winning contractor, and MUST include a substantiated recommendation on how to implement the Phase 2 Soil survey, including numbers of sample points and trial pits, whilst also complying with the minimum requirements of the Brief.
* Conduct a desk based geotechnical study looking at the issue of slope stability across the sites. This must include review and due consideration of all material supplied by The Client, this information will be shared with the winning contractor. Additional information should also be obtained to support this study, including information from publically available data bases, for example BGS data. A site walk around may also be useful for this study. The output for this should be a technical note which should include a plan highlighting key areas of risk regarding slope stability. The note should also include a proposed method for Geotechnical investigation to further investigate this risk should it be required for liability purposes. As part of this budget costs for the further investigation should be provided. Note – the undertaking of ground investigation relating to the slope stability directly in not part of this scope of works.
* Report on the suitability of the soil and soil-forming materials resource for the establishment of community woodland, based upon: the Phase 1 report, a site walkover, intrusive soil investigations, and soil compaction testing. Analyses must consider, but by no means be limited to, human and environmental health risk, as well as its suitability as a planting medium for vegetation typical of community woodland (including grasses, wildflowers, shrubs, trees).

Broadly, information regarding the following is required for the Phase 1 and Phase 2 elements:

1. Depth: the depth of soil cover of the site is to be assessed to a maximum depth of 2.5 m. (The working definition of soil herein includes topsoil, subsoil and soil-forming materials). In some cases this will be historic in-fill; hence the soil surveying methodology must be determined by the Phase 1 and agreed with the Client.
2. Soil physical characteristics: the suitability of the soil to support tree growth is to be ascertained through characterisation of soil texture and stoniness, bulk density, areas and/or layers of compaction.
3. Soil chemical characteristics: the suitability of the soil to support tree growth, amenity grassland and wildflowers is also to be ascertained chemically (the minimum list of determinants to be considered is presented below). Soil contamination must be assessed, for example with regard to potentially toxic elements and organic contaminants. Analyses must consider human and environmental health risk, as well as its suitability as a planting medium for vegetation typical of community woodland. All Assessment Criteria (source and/or calculation) must be presented in reports to the Client and their appropriate selection justified.

A full specification of the visual, physical and chemical characteristics to be considered is detailed below in the Sampling Strategy, below.

Based upon the site inspection and the results from the visual, physical and chemical soil studies, a substantiated recommendation to proceed with establishment/management of community woodland, for remedial works and/or for further investigations is sought. FC Information Note 91 entitled: Greenspace Establishment on Brownfield Land: the Site Selection and Investigation Process should be consulted. It is available free of charge from <http://www.forestry.gov.uk/fr/INFD-5WPKNB>.

*Sampling Strategy*

Investigations are to be conducted to a minimum 3 sampling points per hectare and include trial pits targeted at discrete areas and areas of potential concern. Hence the sampling strategy must be informed by the Phase 1. Location of sampling points should follow a herringbone sampling grid pattern as far as reasonably practical. [Guidance on the herringbone sampling grid can be found in BPG Note 1: Soil sampling derelict, underused and neglected land prior to greenspace establishment, freely downloadable from https://www.forestresearch.gov.uk/tools-and-resources/urban-regeneration-and-greenspace-partnership/urban-regeneration-and-greenspace-partnership-resources/best-practice-guidance/.

Soil sampling locations must be agreed with FCE prior to progressing to Phase 2 and should take account of existing infrastructure and constraints on site including environmental constraints. As part of this process Bury Council as land owner will also be consulted, 2 drafts of locations should be allowed for.

In trial pits, all of the visual, physical and chemical parameters should be tested.

At spade/soil-auger points only visual and physical assessments are required.

All sampling points must be appropriately reinstated including compaction.

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).

*Soil Quality*

The soil investigation should consider, as a minimum:

* to visually detail all layers present:
  + Colour
  + Structure
  + Consistence
* to characterise the physical nature of each layer, specifically:
  + Moisture
  + Soil texture (confirmed by Particle size distribution analysis in trial pit locations)
  + Stoniness (% by weight greater than 6mm and 2 mm in diameter)
  + Compaction/penetration resistance or bulk density (3 replicate bulk density tins per horizon or by the replacement method, whichever is appropriate for the soil conditions). Final results must be presented as g cm-3.
* to characterise the chemical nature of each ‘soil’ layer (for each layer a single representative composite sample is sufficient, even where only one layer is identified across the 2.5 m), specifically:
  + pH
  + EC (if the EC is high, further tests should be conducted to identify potential salinity or sodicity)
  + Acid neutralising value (as % CaCO3)
  + Nutrient content (N and Ca, and ADAS-method analyses for P, K, Mg)
  + Organic matter (LOI) and total organic carbon (TOC) contents
  + Water soluble B (boron)
  + Total-S (and soluble sulphate, elemental sulphur, acid volatile sulphide)
  + Iron pyrite content (if the soil is clay to clay loam in texture then a minimum of 6 representative samples are to be analysed for pyrite content using BS method 1016 (1996)).
  + Concentration of potentially toxic elements (to include as a minimum: Cu, Zn, Cd, Pb, Ni, As, Hg, Cr, B, Se)
  + Concentration organic contaminants including as a minimum:
    - total (mono) phenols
    - speciated PAHs (US EPA16 suite)
    - aromatic and aliphatic TPH (C5-C35 banding)
    - benzene, toluene, ethylbenzene, xylene (BTEX)
    - total cyanide
  + Asbestos screen

All soil analysis should take place in a UKAS Accredited laboratory.

The soil sampling work should be carried out by an appropriately qualified technical person whose qualifications and expertise should be demonstrated within the report.

Programme / timescales

### The Client would like all work completed by **21st June 2019**, whilst ensuring sufficient time for Client review of reports produced and Consultant response to Client comments. Preference will be given to Consultants who are able to accommodate this timeframe. An indicative timetable is proposed below:

|  |  |
| --- | --- |
| **Task** | **Proposed completion date** |
| Contracts awarded | Week commencing 4th March 2019 |
| Stage 1 Output – Draft report:   * Phase 1 Contamination Risk Assessment with recommendation for the soil survey and indicative cost of soil survey * A geotechnical technical note | By 25th March 2019 |
| Client - review & respond to report | By 1st April 2019 |
| Decision & call-off for Stage 2 | By 8th April 2019 |
| Draft report to client | By 31st May 2019 |
| Comments received from client | By 13th June 2019 |
| Final report | By 21st June 2019 |

### The contractor must allow time for access to be agreed with Bury Council and other tenants. The contract will include the possibility for extension should a programme before June not be possible due to availability, weather or access.

Outputs

**Stage 1**

* Phase 1 Contamination Risk Assessment with recommendation for the soil survey and indicative cost of soil survey
* A geotechnical technical note

**Stage 2**

* Phase 2 Soil-Resource Suitability report
  + The information should be presented as a report with appropriate presentation of collated data.
  + Draft report, associated diagrams and/or maps should be initially provided; the Consultant may provide these electronically. A proposed structure for the Phase 2 report is included below in Appendix 2, any alternative structure should be agreed in advance with the client.
  + Final report, once all comments have been resolved to the satisfaction of the client, two bound copies of the final report should be provided, including maps at an appropriate scale, plus an electronic copy in MS Word format and .pdf format. Any computer-generated maps should also be provided in electronic copy, in an approved format.

Payment profile

Stage 1 and Stage 2 will be paid for once the client has signed off the end of each stage.

**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** |
| ITT issued | w/c 28th January 2019 |
| Closing date for expressing interest and questions | 11th February 2019 |
| Bidder briefing | 13th February 2019 |
| **Closing Date and Time for Tender Returns** | **13:00 on 22nd February 2019** |
| Notification of Award | w/c 4th March 2019 |
| Expected Start Date | 8th March 2019 |

### Bidder Briefing Day and Site Visit

There is a proposed bidder briefing day, to be held at **11am** on **13th February 2019** at **Acorn Room, The Tree House, Cannock Chase Forest, Birches Valley, Rugeley. WS15 2UQ**. This will not include a site visit however the sites in question are publically accessible.

Please confirm event attendance by **11th February 2019** to:

[Laura.charles@forestryengland.uk](mailto:Laura.charles@forestryengland.uk)

## 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:

Laura Charles, Business Development Manager

[Laura.charles@forestryengland.uk](mailto:Laura.charles@forestryengland.uk)

**AND**

Kieron Doick, Head of Urban Forest Research Group, Forest Research

Kieron.Doick@forestry.gsi.gov.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 Bury Land Soil Suitability report 19/FM/DEL19 –** **Not to be opened until 13:00 22nd February 2019’**.

Send completed tender documents to the following address:

Laura Charles

Business Development Manager

Forestry Commission

Delamere Forest

Linmere, Northwich

Cheshire

CW8 2JD

[Laura.charles@forestryengland.uk](mailto:Laura.charles@forestryengland.uk)

## 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 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 nor 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.

## 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 |  |
| Professional Indemnity 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)\* | | |  |  |  |
| Certificate of competence relevant to any machine use | | |  |  |  |
| 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.  OR  Where 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 organisation  Position in the organisation  E-mail address |  |  |
| Contract start date  Contract completion date  Estimated Contract Value |  |  |

## Award Criteria

## Requirement Specific Questions

|  |  |  |
| --- | --- | --- |
| **No.** | **Question** | **Weight %** |
| 4.5.1 | Please describe how you will meet the requirements of this contract and provide a method statement. This should include health and safety and site specific considerations and details of the equipment you intend to use and its suitability for this contract. Particular attention should be given to location and avoidance of services, demarcation from users of the site, signage for users of the site and reinstatement. A maximum of 4 sides of A4 at size 11 font. | 20 |
| Response: | | |
| 4.5.2 | Please outline your proposed programme for this project and state your proposed completion date, with a brief outline of leads times. This must include key milestones, including the payment profile and details of how you will keep on budget and to time and should refer to the key timescales in programme and timescales section. | 10 |
| Response: | | |
| 4.5.3 | Please outline your proposed staff for delivering the works and their experience and qualifications relevant to the scope of works. | 10 |
| Response: | | |

## Pricing Schedule

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

Please use the following tables as a template for your quotation. The tables are designed to offer clarity and transparency, but are only an example and not all points will be applicable. Please edit and add new points as appropriate to facilitate these aims. An electronic version is available upon request.

* Table A covers set-price professional fees
* Table B covers associated costs that you wish to claim for that are not subject to change.
* Table C is the ‘Grand Total’ quotation price, exclusive of VAT and disbursements (this price is not subject to increase, but may decrease if, for example, less time is required than quoted.
* Table D details best estimates for which you will be able to reclaim the cost upon production of a receipt. Because the number of samples could vary from the quotation, sample-associated costs should be included in this table with an indicative total cost based upon total number of samples envisaged.

All queries should be directed to the person named in the Covering Letter of this ITQ.

Table A – Fees

|  |  |  |
| --- | --- | --- |
| Task | Time input (days)† | Cost (£) |
| Tasks 2-6 of the ITT |  |  |
|  |  |  |
| General preparation, reviewing of site report(s), maps etc., accessing information, prep. of risk assessments and H&S reports |  |  |
| Field investigations including setting out sampling grid, surveying and sampling |  |  |
| Analysis and interpretation of information, preparation of draft report including plans |  |  |
| Preparation of final report (x2) and maps and an appropriate computer-based format copy |  |  |
|  |  |  |
| Others <please specify> |  |  |
|  |  |  |
| † <please specify day rate(s)> |  |  |
|  | Total |  |

Table B – Expenses/ Associated Costs

|  |  |
| --- | --- |
| Item | Cost (£) |
| Mileage < please specify per mile amount> |  |
| Subsistence < please specify rate> |  |
| Consumables |  |
| Others <please specify> |  |
|  |  |
| Total |  |

Table C – Grand Total

|  |  |
| --- | --- |
|  | Cost (£) |
| Total A |  |
| Total B |  |
| Others <please specify> |  |
|  |  |
| Grand Total‡ |  |

‡ Exclusive of VAT and exclusive of disbursements

Table D – Provisional Sum for Disbursements (Disbursements can only be claimed on production of a valid VAT receipt)

|  |  |
| --- | --- |
| Item | Cost (£) |
|  |  |
| Laboratory costs: - |  |
| i) |  |
| ii) |  |
| iii) |  |
| iv) |  |
| v) |  |
| vi) |  |
|  |  |
| Others: (please consider likely costs of additional site visits, additional sampling, etc.)(Please specify in each case) |  |
| i) |  |
| ii) |  |
| iii) |  |
| iv) |  |
| v) |  |
| <add others as necessary> |  |
| Total |  |

Table E – Summary

|  |  |
| --- | --- |
| **Description** | **Price £** |
| **Stage 1** |  |
| Phase 1 report |  |
| Desk based geotechnical report |  |
| **Stage 2** |  |
| Phase 2 |  |
| Total |  |

## 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 services (non operational).

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. | |
| 4.3.2  4.3.3 | 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. |