North England Forest District

Eals Burn

Bellingham, Hexham

Tel 0300 067 4227

chris.slater@forestry.gsi.gov.uk

Chris Slater

FM Operations Manager

10th May 2015

Dear Sirs

**INVITATION TO TENDER (ITT) FOR Ground Preparation**

**REF NO: 16/15**

You are invited to submit a tender for the supply of the above to the Forestry Commission.

Please send your completed tender and any enquires about this invitation to:

Chris Slater

Address above

Tel: 0300 067 4227

Email: chris.slater@forestry.gsi.gov.uk (Email address provided for enquiries only)

Send completed tenders as:

* two paper copies by post or hand delivered
* Please note we do not accept fax or email copies.

Please mark the envelope with the initials ‘‘ITT’ **for North England Ground Preparation and Ref No** **16/15** - Not to be opened until 12.00hrs on the 11th June 2015.

We must receive your completed tender by **12.00hrs on the 11th June 2015**. We will keep tenders that we receive earlier and not open them until after the deadline. We reserve the right to not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

Please send all enquiries in writing or by email, by the deadline stated in the tender timetable, quoting thecontract reference numberstated above. 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 potential tenderers, although your identity will remain confidential.

This ITT is a modular document and you will only be supplied with the modules that are required to complete this tender. The document is made up of modules labelled A to D. (See table on Page 3 of this ITT)

All tenders will be evaluated objectively as detailed in the Evaluation Matrix within this ITT document.

You must follow these instructions:

1. Any contract concluded as a result of this ITT shall be governed by English Law and the Forestry Commission’s Standard Terms and Conditions of Contract for supply of services (operational), and any additional terms specified as attached to this ITT, will apply. Your terms will not apply.
2. You must accept our terms and conditions as follows: [Forestry Commission Standard Terms and Conditions](http://www.forestry.gov.uk/website/forestry.nsf/byunique/infd-8xtkx5) for supply of services (Operational). We will discuss any issues you highlight before any award. If you wish to qualify our Terms and Conditions in any way, you must append a description of the requested changes to your tender. Note that this may invalidate your submission if the Forestry Commission is unable to accept these proposed changes.
3. Your tender and all accompanying documents are to be in English.
4. All prices must be in sterling and exclusive of VAT.
5. Costs remain the responsibility of those submitting a tender.
6. We will not return any part of the documents forming your tender.
7. We reserve the right to cancel or withdraw from the process at any stage.
8. We do not undertake to accept the lowest priced tender, or part, or all of any tender.
9. All information supplied to you by us must be treated in confidence and not disclosed to third parties.
10. All details of your tender, including prices and rates, must be valid for our acceptance for a period of 90 days.
11. Once we have awarded the contract, we will not accept any additional costs incurred which are not reflected in your tender.
12. Offering an inducement of any kind for obtaining this or any other contract with us will disqualify your tender and may constitute a criminal offence.
13. You do not need to provide supporting documents, certificates, statements or policies with your tender unless specifically requested to do so. However, we may ask you for these later. You may also be asked to clarify your answers or provide more details.
14. Your organisation will only be evaluated based on the information in your tender. Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.
15. We have not asked for financial details in this document; however we reserve the right to carry out checks if we think it is necessary.

Yours faithfully

Chris Slater

FM Operations Manager

North England Forest District

**1. ITT Composition**

This ITT comprises of the following documents:

| **Module** | **Description** | **Action Required** |
| --- | --- | --- |
| A | Letter including Tender Instructions | For Information Only |
| 1. ITT Composition | For Information Only |
| 2. ITT Timetable and Associated Stages | For Information Only |
| 3. Statement of Requirements | For Information Only |
| 4. Evaluation Matrix | For Information Only |
| 5. Lots | Not Applicable |
| 6. Organisation Details | Complete & Return |
| 7a. Specific Gateway Questions | Not Applicable |
| 7b. Specific Award Questions | Complete & Return |
| 8. Pricing |
| 9. Declaration |
| Appendix 1 Location Map  Appendix 2 Work Requirement by Treatment Type  Appendix 3 First Aid Policy  Appendix 4 Riddor Requirements  Appendix 5 Pre Commencement Meetings  Appendix 6 RAG Managing Contracts  Appendix 7 Safety Breaches Quick Guide | For Information Only |
| B | References | Complete & Return |
| C | Financial Information | Not Used |
| D | Health & Safety | Complete & Return |

Module A is the core document and will require to be completed and returned.

Only additional Modules marked ‘Complete & Return’ will require to be completed for this opportunity.

Any Modules marked ‘Not Used’ will not have been sent to you for completion.

**2. ITT Timetable and Associated Stages**

Set out below is the proposed procurement timetable. This is intended as a guide, and, while we do not intend to depart from the timetable, we reserve the right to do so.

|  |  |
| --- | --- |
| **Stages** | **Dates** |
| Date(s) of site visits by bidders to FC site | Week starting 18th May 2015 |
| Closing date and time for enquiries | 12.00hrs on the 4th June 2015 |
| **Tender Return Date and Time** | 12.00hrs 11th June 2015 |
| Expected Notification of Intent to Award | 18th June 2015 |
| Expected Start Date | Week Commencing 29th June 2015 |

**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 in the covering letter to arrange this.**

**3. Statement of our Requirements**

|  |
| --- |
| We will be awarding a contract for ground preparation works of which the majority will be trench mound ditch dollop to a uniform pattern of 2700 mounds per hectare and a number of lower density mound patterns. In addition we require site drainage utilising a v-bucket, brash raking, formation of access tracks and shooting butts and road and roadside drain remedial works within the vicinity of the ground works, within North England Forest District. Areas to include Gisburn/Bowland Forests, Grizedale, North lakes and West Cumbria beats.  The area to be worked will total approximately 100 hectares per annum, at the discretion of the Forestry Commission. This area is indicative at this moment and the FC reserves the right to alter the total hectares if required. Some sites may contain ground that for safety reasons are unsuitable for machine operation.  Our intention is to award this contract for a period of 4 months  There will be an option to extend the contract for a similar period in the following year (1+1) at our discretion. This will be for a similar quantity and type(s) of work, subject to requirement and the quality of work completed during the first year being of a satisfactory standard.  The total value of this contract over the entire period, including any extension options, will be in the region of £90,000.  **Contract Description**  Background Information  Forestry Commission, North England Forest District wish to establish a contract for ground preparation work in order to deliver a time–bound programme of work as safely and effectively as possible and at optimum value.  The Forest District spans across Northumberland, County Durham, Cumbria and North Lancashire. The District Office is based at Bellingham, with outstation offices at Grizedale, Peil Wyke, Gisburn, Rothbury, Spadeadam and Hamsterley. The Forest District has a current annual restock programme of 700Ha. This tender is for excavator based ground preparation operations ahead of restocking.  The Forestry Commission will be inviting to tender companies who are able to show evidence that demonstrates that they are able to deliver the works required within the scoring criteria.  Before submitting your MITT, potential tenderers should note the scope of the operations and if it is appropriate to their organisation. All sites are on varying terrain within remote forest blocks. Tenderers will need to ensure they have the appropriate resources, infrastructure and support to carry this type of work.  The majority of ground preparation will be trench mound ditch and dollop, creating a minimum of 2700 mounds to a rigid pattern, per net hectare. These areas are previously harvested conifer sites . The contract will also require mounding carried out to a number of lower densities and varying patterns. Associated with the ground preparation operations, there may be a need to carry out site drainage utilising a v-bucket. Other operations could also include brash raking, formation of access tracks and shooting mounds.  Specific Requirements  All machine operators will hold a Forestry Operators Machine Certificate (FMOC). This certificate is the Forest industry standard. The Forestry Commission requires all who work on our land to be accredited under this scheme for the base machine categories and operations.  From 1 January 2012 it is Forestry Commission policy that those wishing to work on our land will require evidence of appropriate First Aid Certification and provision of first aid kits for all their members of staff including sub-contractors.  Specification   1. **Spacing**  * Areas to be ground prepped will be marked out with coloured tape to highlight boundaries by beat foresters. Mound centres to be at 1.9 x 1.9 metre spacing – 2700 mounds/ha hectare minimum, maximum acceptable 3100 mounds/ha – the minimum allowable spacing between mound centres will be 1.6m. The maximum allowable spacing between mounds will be 1.9m.  1. **Mounding**  * Mound size   Timber Zone – 20cm high x 50cm x 50cm (50-60 Litres of soil)  Brash Mats – 30-40cm high x 50cm x 50cm (60-80 Litres of soil)   * Distance between mound centres will be 1.9 x 1.9 metres, achieving a minimum stocking density of 2700 mounds per net hectare. * Mounds should be placed in contact with the soil i.e. brash should be spot raked on brash mats, where this is not feasible the volume of the mound will need to be increased as stated above. * Mounds should be brash free. * Mounds will be cut from spoil lines with a pre-approved 50cm wide x 100cm deep square bucket. The forester for each site at the pre commencement meeting will indicate the direction of the spoil trenches. * Spoil trenches should be as shallow as possible to allow mound material collection and must not exceed 1 metre in depth. Spoil trenches must be cut using a 50cm wide bucket. * When slope exceeds 2 degrees or 3.5 %, spoil ditches must not be lined into main drains and should be stopped 5m back from drains. They must stop 20 metres from any large water feature and at least 10 metres from burns. * When slope equals to or is less than 2 degrees or 3.5% then the spoil trenches can be left open to run into the site drains. These spoil drains can be cut using a narrow spoil bucket or a square bucket (50 cm). The site drains then must follow the agreed specification. * When de-stumping, stumps should be turned over and placed into the trench so the root plate is level with the existing ground surface. If this is not possible stumps will be re-positioned level with the existing ground surface. * On long slopes individual spoil trenches are not to exceed 30m in length. A plug of earth 1-2m in length is to remain before creating the next trench. * Avoid filling deep trenches with fresh brash, this can promote nitrate leaching leading to acidification.   You will be required to achieve a rigid chequerboard mound pattern over 90% of each site. This is best achieved by spot spraying the “in row” mound centres at the start of each drift. This is then replicated over the remainder of the drift by pulling and pushing mounds into position if required. With determination and discipline on your part we have found that this method can also have a positive affect on machine output.   * No spoil trenches are to be excavated from the old ride network. These are useful for site access and where appropriate should be left undisturbed or used for mound placement and cross drainage. When these rides are to be used for site access, then the site supervisor may request that the contractor places culvert pipes in drains to enable access by ATC/ATV’s.   **3. Variations on ground prep specification and densities**  Listed below are alternative specifications to the trench mounding system.  **Scratch/Inverted/Hinge Mounding**   * Where there is insufficient depth of soil to allow for conventional ditch and dollop mounding, alternatives methods to source soil may be approved. These alternatives may include for example small borrow pits(scratch mounding), placement of material back in excavated hole (inverted mound) and hinged mounds(bucket is used to flip quantity of soil material along non excavated edge). The objective of this type of mounding is to achieve the same density (2700 – 3100 mounds/Ha) and mound dimensions.   **Broadleaf/Mixed/Open Woodland**   * For Broadleaf and Mixed woodland sites mound density will be a minimum 1600 per ha. * Mound size to be 50cm x 30cm x 20cm, cut from spoil lines or larger on brash mats as above. * Spoil trenches to be created as above.   **Brash Raking**   * Rake brash into piles 2m wide x 2m long or 2m wide x 4m long. * Distance between piles to be minimum of 3.4m to a maximum of 4.8m. * A minimum of 2700 planting positions per hectare must be achievable and conform to the spacing specification as detailed under sections 1 and 2 above   **Area and outputs**   * To ensure that contract progress is maintained a minimum of 12ha per month per machine is required to be completed.   **4. Site Drainage**   * Main drains and cross drains (if required) will be marked on the ground using painted or fluorescent taped canes in advance of operations by the forester. * These drains will be cut with a V – bucket to specification:-   -top width 1.4 metre  -bottom width 0.3 metre  -depth 1.0 metre   * Spoil from drains must be left flat on the downward side of the trench and be flattened to facilitate site access by Wildlife Rangers, planting contractors and others. * When de-stumping, stumps should be placed onto the existing ground surface and buried within the drainage spoil. If this is not possible stumps will be re-positioned level with the existing ground surface. * Marked drain ends must **not** be over run, **no drains will be cut directly into water courses.** Gradients should not exceed 2 degrees or 3.5% and should be constant throughout the length of the drain. Water must not stand in drains. The gradient should be gradually reduced on the last 15 metres and shallow silt traps of at least 0.3 m in depth should be cut into the base of the drain 3-5m from drain end. * Drains shall be terminated 15-20 metres from main watercourses and ponds and 10 metres from minor streams and burns allowing water to filter through ground vegetation. **Drains should be terminated at a point where water is able to filter into the watercourse.** * Roadside culverts associated with buffer zones and drains are to be cleared of all debris. * Any culvert pipes inserted must be at the natural angle of the water flow. * All drainage work will confirm to the Forestry Commission publication “Forests and Water Guidelines”, 5th Edition 2011, a copy of which is available for information from the Forest District Office on request. Extreme care must be taken to avoid water pollution. The contractor has a duty of care and must ensure that these guidelines are adhered to at all times. Where the contractor feels that this is likely to exceed gradient levels or in any other way not be able to meet the above specification, then he/she will halt work pending a site inspection with the supervisor/forester. * When drains cross access tracks the preferred option is to create a ford. If this is not possible then a drainage pipe of at least 300 mm diameter, supplied by the Forestry Commission, needs to be inserted into the drain and covered with spoil.   **5. Access Construction**  Where access tracks are to be created the Forester will inform the operator of which type to construct and indicate these on site plans and mark out on site.   * All materials required to build the track will be distributed on to site by the contractor. * Access/bike tracks should be left brash free, >2.0 metres wide and able to be traversed by a fully loaded quad bike. * Tracks should be cut to the minimum depth to allow their construction. * Access tracks on level ground or moderate slopes should be cambered with the centre of the track being 50mm higher than the edges. * Regular cut offs will be made on any track running on a gradient of over 2 degrees or 3.5% every 30 metres or closer on steeper gradients. * Tracks are not to exceed a slope of 22 degrees or 40%. * On damper ground, tracks will require a drain on the uphill side to a depth of 0.6m and constructed to the same specification as Item 4 Site Drainage above. * Place culvert pipes in the bottom of drains/depressions along the track at a depth to ensure water flow is unimpeded. Site supervisor/forester will indicate were to place culverts if they deem it necessary. * The track when constructed will be a temporary construction lasting from between 5 and 10 years. * When removing stumps, re-position making them level with the existing ground surface.   Type A Forest Rides  1 Clear ride of branches  2 Infill any ruts along ride  3 Install plastic pipes in water courses/drains if required  4 Construction of fords into watercourses will be determined by forester  Type B Low Specification Tracks are,  1 Ex forwarder route wheel ruts, these are infilled with soil or peat covering the brash to create pathways, with the spoil coming from burrow pits or V-drains dug from upper side of track to create a flat, smooth surface.  2 Tracks constructed without the need to remove stumps and using spoil from burrow pits or V-drains dug from upper side of track to create a flat, smooth surface.  Type C High Specification Tracks are,  1 Tracks constructed by removing stumps and using spoil from burrow pits or V-drains dug from the upper side of track to create a flat, smooth surface.  2 Those constructed on peat. The peat layer is to be removed and set a side, then, remove the underlying gley soil and set aside. Place the peat into the bottom of the excavation then cap the peat with the gley soil to create a flat smooth surface. Any stumps removed should be placed into the excavation and buried. Form V-drains along edges of new track.  **6. Shooting Mound Construction**  Where butts are to be created the forester will inform the operator and indicate these on site plans and mark out on site.   * Butts are to be created using spoil from burrow pits or V-drains. * Approximately 3m in height x 3-4m in diameter with a flat top and a ramp to access. * Remove harvesting residues and debris from around butt. * Use any stumps that require removal to form underlying structure of butt.   **7. Miscellaneous Work**  Other items of minor excavator based work related to ground preparation may occur throughout the life of the contract on request from the forester.  **FOREST OPERATIONS WORKING CHECKLIST**  **All Operations**   * Plan the storage, transportation and handling of fuels and oils to prevent spillage and pollution of watercourses; ensure a contingency plan is in place to mitigate any accidental spillage. Ensure that all operators know the contingency plan for dealing with any accidental spillages * Where it is necessary to store fuel oils on site temporarily, use double-skinned or bunded, securely lockable tanks. . Always use a funnel whenever pouring fuel or lubricant from cans or drums and consider using a top mat or basal pan to absorb minor spillages. * Within buffer areas, exclude the storage and handling of fuel oil and lubricants. * Place any waste or recovered oil in an impermeable container and remove from the site for disposal at a licensed site. * Prepare a contingency plan in case of accidental spillage of fuel oils, lubricants or chemicals * Ensure that materials to contain and absorb spillages are readily available.   Ground Preparation   * Ensure that individual spoil trenches created on restock or other sites are no longer than 30m unless connected to the local drainage system and meeting the appropriate standards for gradient and layout. * Avoid filling deep (>50 cm) spoil trenches with fresh brash when working within critical loads exceedance and adjacent squares. * Stop plough furrows and drain ends short of buffer areas. * Do not end drains in natural channels, ephemeral streams or old ditches. * Avoid drains or cultivation channels discharging surface water onto neighbouring pastures or properties. * Consider doubling the recommended width of buffer area on very erodible sites. * Where possible, avoid trafficking within buffer areas. * Machinery should not work in or ford streams, except where purpose-built fords already exist. * Provide cross-drains at a spacing that will control run-off from cultivation channels. * Align drains so that the gradient does not exceed 3.5% (2º). * Align drains up-valley to maintain an even gradient * Prepare silt traps or pools where there is a high risk of erosion. Ensure machine access for periodic emptying and do not dump spoil within buffer area. * Confine drains maintenance in the uplands to June-September to avoid fish spawning periods or alevins living in the gravel. * Do not divert natural watercourses into drains.   **Health and Safety**  It is a legal requirement that people are adequately trained and competent to do their job safely. The Health and Safety at Work Act 1974 and the Management of Health and Safety Work regulations 1999 place general duties on employees and the self-employed to provide health and safety information and training. We would require evidence to demonstrate that the requirements / recommendations as detailed within the forest industry code, FISA (AFAG) 805 ‘Training and Certification’ are being met.  The Contractor will also be aware of the following documentation and will produce relevant information when requested:  • Site Safety Rules,  • Risk Assessment,  • Lone Working Policy,  • Site constraints,  • Pollution Control Plan,  • FISA (AFAG) guides  • NPTC / FMOC certification  **Safety Standards:**  It is Forestry Commission policy that those wishing to work on our land will require evidence of appropriate First Aid Certification and provision of first aid kits for all their members of staff, including sub-contractors. Please refer to Appendix 3 FC First Aid Policy for full details.  **Relevant FISA/AFAG Guides and Forestry Commission Safety Standards for operations under this framework are available to download from:**  The relevant FISA (AFAG) guides must be adhered to at all times. A copy of the relevant FISA guides can be found at the following link:  <http://www.ukfisa.com/>  FISA/AFAG Guides that are relevant to this tender include:  703 – Debogging & Recovery of Forestry Machines  704 –Excavators in Tree Work  705 – Steep Slope Working in Forestry Commission  802 – Emergency Planning  804 – Electricity at Work : Forestry & Arboriculture  805 – Training &Certification  FC Safety Standards are available at:  <http://www.forestry.gov.uk/pdf/SafeConductofFCContracts.pdf/$FILE/SafeConductofFCContracts.pdf>  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>   + LOLER: How the regulations apply to arboriculture, available at <http://www.trees.org.uk/aa/documents/arb-ac-help/ais30.pdf>   + Management of Health and Safety at Work Regulations 1999 (MHSWR)   **Insurance and documentation**  We will ask to see and retain a copy of your insurance documents if we decide to offer you a contract.  **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. Costs associated with control and / or removal of contamination will be charged to the contract holder.  All fuel and oil left on Forestry Commission land to be held in bunded tanks / site safes.  The site must be kept clean and tidy and litter free. All litter must be collected and removed from site including grease cartridges.  **Risk Assessment**  A site meeting must take place between the Contractor and the Forestry Commission Supervisor prior to work commencing. The risks associated with this operation will be identified and a written risk assessment agreed between the Forestry Commission (the Landowner) and the commissioner of work (forestry works manager). Appropriate controls to minimise the identified risks will be recorded. The responsibilities of those on site associated with the operation will also be identified and recorded. NB, under the RAG System all certification and training records will have been obtained via gateway 1 and 2 prior to the site pre-commencement meeting. Please see the ‘Pre-commencement Meeting Process Guide’ which accompanies this tender as appendix 5.  A site specific risk assessment and site maps will be provided by the Forestry Commission. The Contractor must produce a job-specific risk assessment before commencement of each operation.  The contractor must ensure that a lone working agreement is in place for all staff, should lone working be required.  **NPTC & FMOC**  The contractor must ensure that all staff has the relevant NPTC and FMOC certification for the work they are carrying out. All certificates will have to be produced to the Forestry Commission prior to contact commencement.  For the purposes of this contract the anticipated units under FMOCS are:  FMOCS / City & Guilds Units:  0020-30 (FM 01) Base Machine  0020-32 (FM 6.4) Forest Machine Operations Drainage/Mounder  0020-47 Base Machine with Drainage/Mounder  All machines utilised must have certificated operators in the appropriate units.  NB Work can be started on a provisional licence providing an assessment has been booked, however lone working will not be permitted for non-certificated operators on a provisional licence.  All machinery used on Forestry Commission land must adhere to PUWER regulations.  **Forestry Commission Guidelines (UK Forestry Standard)**  The Forestry Commission Guidelines; Forest and Soil Conservation, Forest Nature Conservation, Forests & Archaeology and Forest & Water Guidelines to be adhered to at all times. (Copies of the relevant guides are available on request from the Contract Manager)  **Environmental Standards:**  The Contractor shall at all times comply with all Forestry Commission Guidelines, Environmental Law and any other regulation affecting the conduct of the Contractor’s business. In particular the Forest and Water Guidelines must be followed. These are available at <http://www.forestry.gov.uk/ukfs>. All watercourses will be identified on site maps.  Archaeological sites and conservation features will be marked on the site plan and will be cordoned off with tape. It is imperative that no operations take place within these cordoned areas. The contractor will be held responsible if any damage occurs. Any additional finds (e.g. bird nests, animal burrowing, stone structures etc.) should be avoided, marked with tape and notified to the site supervisor as soon as practicable.  No damage is to come to any nesting bird or burrowing animal which is a European Protective Species (EPS). Please become familiar with the species that are protected and inform the FC manager of any sittings during operations. Particular regard is to be had to the sitting of Bats.  **Quality Standards:**  All work is to be completed to the satisfaction of the Beat Forester/Safety Officer 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.  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). A guidance booklet for contractors including guidance on what constitutes a breech under the RAG system is attached to this tender form as appendix 6 & 7.  Please note: even if you have worked successfully for the Forestry Commission in the past, you may need to undertake additional training during this contract to meet the full specification.  The Forestry Commission requires all invoices to be submitted electronically, where possible, and to be able to pay the invoice by BACS transfer.  The Forestry Commission will pay each invoice you send to us within 30 days of the date of that invoice. 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 hold regular contract reviews with the contractors and these will cover all aspects of the framework.  **Location Map/Site Plans**  A location Map (appendix 1) gives an indication of the forest blocks where the ground preparation is to be carried out. Location maps indicating access points together with hazard and constraints maps will be issued to the contract holder prior to commencement of the contract  **Fuel costs and possible price negotiation**  The fuel price will be noted upon commencement of contract and will be based on industry recognised fuel index. If the price of fuel oil was to rise in excess of 15% from the commencement of the contract, the contractor holder will be able to request the opportunity to renegotiate the price. If the fuel price was to fall in excess of 15% the Forestry Commission will be able to renegotiate prices.  These prices are based on an online Industry Fuel Price checker (<http://www.dairyco.org.uk/market-information/farm-expenses/monthly-fuel-tracker/monthly-fuel-tracker/>)  **Note:**  **If we ask, you must provide documentary evidence establishing your eligibility to tender and your qualifications to fulfil the contract if we accept your quotation. This may be in the form of literature, drawings or samples.**  **You must include details of any areas where you will not be able to comply with these requirements. If your quotation does not meet these requirements we reserve the right to reject it completely.** |

**4. Evaluation Matrix**

**Note – failure of any of the ‘Pass/Fail’ sections or modules will constitute an overall Fail of your bid.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section/Module** | **Title** | **Weighting** | **Agreed Marking Criteria** |
| 5 | Lots | Not Applicable | Not Applicable |
| 6 | Organisation and Contact Details | Mandatory  Questions 6.10 & 6.11 – Pass/Fail  Question 6.12 – Pass/Fail  Question 6.13 – Pass/Fail | Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.  You must have a Health & Safety policy’ and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.  You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.  You must either be able to answer ‘no’ to the question posed, or if answering ‘yes’ have provided an explanation which is acceptable to the Forestry Commission. If you answer ‘yes’ to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section. |
| 7a | Specific Gateway Questions | Not Applicable | Not Applicable |
| 7b  7.b1  7.b2  7.b3 | Specific Award Questions  Contract Implementation/ machine resource.  Quality Control  Environmental Impact | Weight %  20%  20%  10% | The following evaluation system will be applied:  **0 – No response or totally inadequate response**  No response or an inadequate response  **1 – Major Reservations/Constraints**  The response simply states that the bidder can meet some of the requirements set out in the question or statement 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 statement 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 statement of requirements. This gives full confidence in their ability to consistently 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 |
| 8 | Pricing Schedule | 50% | Tendered prices submitted under section 8 pricing, will be entered against the work quantities indicated within Appendix 2, ‘Work Requirement by Treatment Type’. The total of all of the estimated amounts will be the price that is evaluated.  The overall price will be evaluated using the ‘standard differential method’ – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 4 being the maximum score achievable. |
| 9 | Declaration | Pass/Fail | You must sign the declaration specifying any area of the declaration with which you cannot comply. Details on mandatory and discretionary elements are contained within the Declaration. |
| Module B | References | Pass/Fail | You must provide the information we have requested in Module B. We will consider accepting a lower number of references than requested depending on how long you have been in business. When checking references, we will be looking to confirm that the contract has been carried out on time, to budget and to specification. If we deem your references to be inappropriate, or a referee cannot confirm the work has been carried out on time, to budget and in line with the specification, you will fail this Module. |
| Module C | Financial Information | Not Used | Not Used |
| Module D | Health and Safety | Pass/Fail | You must provide the information we have requested in Module D. If we determine that your responses are inappropriate or present a high health & safety risk, you will fail this Module. |

**5. Lots- Not Applicable**

**6. Organisation Details**

| **Organisation Details** | | | | |
| --- | --- | --- | --- | --- |
|  | **Question** | **Your Answer** | | |
| 6.1 | Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted). |  | | |
| 6.2 | Registered office address. |  | | |
|  | Main contact for this contract  Name  Address (if different from registered office)  Email  Phone  Mobile |  | | |
| 6.3 | Company or charity registration number. |  | | |
| 6.4 | VAT Registration number. |  | | |
| 6.5 | Type of organisation | i) a public limited company | |  |
| ii) a limited company | |  |
| iii) a limited liability partnership | |  |
| iv) other partnership | |  |
| v) sole trader | |  |
| vi) other (please specify) | |  |
| 6.6 | Total number of employees employed by your organisation. (Including Directors, Partners, Apprentices, Trainees etc.) |  | | |
| 6.7 | Length of time your business has been operating. |  | | |
| 6.8 | Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family. | **No** | **Yes** | |
|  |  | |
| If you have answered “YES” please give details. | | |
|  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| 6.9 | Consortia and sub- contracting | a) Your organisation is bidding to provide the services required itself |  |
| b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services |  |
| c) The potential Provider is a consortium |  |
| **If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider, solely, or with other providers) will be responsible for the elements of the requirement.** | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 6.10 | Does your organisation have a written Health and Safety Policy? | | **Yes** | | **No** | | |
|  | |  | | |
|  | **Note**: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy. | | | | | | |
| 6.11 | Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem that adequate training is not/or has not been carried out, we will reject your bid in full. | | | | | | |
|  |  | | | | | | |
| 6.12 | **You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.** | | | | | | |
| **Insurance Policy** | | **Indemnity Value (£)** | | **Yes** | | **No** | **Will secure if successful** |
| Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969) | | Min £5m per claim | |  | |  |  |
| Public Liability | | Min £5m per claim | |  | |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Tax Compliance** | | | |
| 6.13 | Have your organisation’s tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation’s tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of:   1. HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or 2. A tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or 3. the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established? | **No** | **Yes** |
|  |  |
| If answering ‘yes’ to question 6.13 above you should provide details of any mitigating factors that you consider relevant and that you with us to take into consideration. This could exclude for example:   * Corrective action undertaken by you to date; * Planned corrective action to be taken; * Changes in personnel or ownership since the OONC; or * Changes in financial, accounting, audit or management procedures since the OONC.   In order to consider any factors raised by you, we will find it helpful to have the following information:   * A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the “Halifax” abuse principle etc. * Where the OONC relates to a DOTAS, the number of the relevant scheme. * The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended. * The level of any penalty or criminal conviction applied.   Please use the box below to provide details if appropriate, and expand as necessary. | | | |
|  | | | |

# **7a. Not Applicable**

# **7b. Specific Award Questions**

|  |  |  |
| --- | --- | --- |
|  | **Question** | **Weight %** |
| **7.1** | With reference to the site conditions, how will you carry out the ground preparation to achieve the specification(s) within the timescales? Your answer should include details of the machine resource you will use and evidence that your practices have been successfully implemented. | **20%** |
| **Answer:** | | |
| **7.2** | The Forestry Commission needs to be sure that we engage with suppliers who will continuously provide the standard and quality of service we require. Tell us how you will monitor, evaluate and maintain quality of service through the duration of the contract. | **20%** |
| **Answer:** | | |
| **7.3** | What procedures does your organisation follow to minimise your impact upon the environment and how will they be implemented during this contract? | **10%** |
| **Answer:** | | |

# **8. Pricing**

Please provide details of your pricing in the schedule provided below. Tendered prices will be entered against the work quantities indicated within Appendix 2, ‘Work Requirement by Treatment Type’. The total of all of the estimated amounts will be the price that is evaluated.

|  |  |  |
| --- | --- | --- |
| **Ref** | **Description** | **Price**  **(£)** |
|  | Ditch Dollop mounding@ minimum 2700mounds/ha |  |
|  | Scratch/Inverted/Hinge Mounding@ minimum 2700mounds/ha |  |
|  | Broadleaf mounding@1600/ha |  |
|  | Brash Raking/ha |  |
|  | Drains/metre |  |
|  | Access Tracks-Type A/metre |  |
|  | Access Tracks-Type B/metre |  |
|  | Access Tracks Type C/metre |  |
|  | Shooting Mounds |  |
|  | Excavator/Operator- Hire Rate per hour |  |
|  | For information only:  The cost of transporting machinery to the first site and away at the end of final site will be the responsibility of the Contractor.  The cost of movements from site to site, will be paid by the Forestry Commission. However the Forestry Commission will only pay actual transport costs. Invoices for transport costs must be supported by copies of invoices from your haulage company. |  |

# **9. Declaration**

**Please state within the box at the end of this declaration if there are any specific areas with which you cannot comply. Please note that this may invalidate your tender submission.**

In this certificate, any reference to person or persons will mean and include businesses, associations or corporations and any reference to arrangements or agreements will mean any and all transactions, formal or informal, lawful or otherwise.

Conditions 1, 13, 14, 15 and 16 of this declaration are mandatory requirements, and bidding organisations must accept these conditions; failure to do so will automatically invalidate your bid. All other conditions are discretionary, and while the Forestry Commission are entitled to exclude you from being considered further if any of these conditions are qualified or not accepted in full, we may decide to allow you to proceed further. In the event that any of the following do apply, please set out in the box below (or a separate annex if you require more space) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by us when considering whether or not you will be able to proceed any further in respect of this procurement exercise.

By signing this Declaration you, the bidding organisation, certify that:

1. The bidding organisation or any directors or partner or any other person who has powers of representation, decision or control have not been convicted of the following offences as defined by the relevant UK law:

a) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely;

aa) 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;

b) 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;

c) the offence of bribery, where the offence relates to active corruption;

ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

d) 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:

(i) the offence of cheating Her Majesty’s Revenue and Customs including (but not limited to) a “Revenue and Customs offence” in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995

(ii) the offence of conspiracy to defraud;

(iii) 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;

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

(v) 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;

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(vii) 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;

(viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;

(x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or believed to be a counterfeited or falsified specified monetary instrument or any machine, implement or computer programme or any paper or other material which to his or her knowledge was specifically designed or adapted for the making of a specified monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.

(xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;

(xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act 2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.

(xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.

(xiv) committing any of the offences against the administration of justice listed in Schedule 2 “Offences against the Administration of Justice: Article 70” to the International Criminal Court (Scotland) Act 2001 (which relate to giving false testimony when under an obligation pursuant to article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties)

e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

ea) 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; or

eb) an offence in connection with the proceed of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. The bidder being an individual is not in a state of bankruptcy nor has a receiving order or administration order or bankruptcy restriction order made against him nor has made any arrangement for the benefit of creditors, or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to 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 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;

3. The bidder being a partnership constituted under Scots law has not granted a trust deed nor become otherwise apparently insolvent, nor is subject of a petition presented for sequestration of its estate.

4. The bidder being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution, or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of similar procedures under the law of any other state.

5. The bidding organisation has not been convicted of a criminal offence relating to the conduct of its business or profession.

6. The bidding organisation has not committed an act of grave misconduct in the course of its business or profession.

7. The bidding organisation has fulfilled its obligations relating to payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established

8. The bidding organisation has fulfilled its obligations relating to payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established.

9. The bidding organisation is not guilty of serious misrepresentations in providing any information required under Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or under Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time).

10. The bidding organisation is in possession of a licence or is a member of the appropriate organisation where the law requires it.

11. The bidding organisation has not had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.

12. None of the senior personnel of the bidding organisation have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.

13. The bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.

14. The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.

15. The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), 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.

16. The bidding organisation confirm that this is a *bona fide* tender, intended to be competitive, and that they have not:-

a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respective of this tender;

b) worked with any person in the preparation of the tender, irrespective of whether or not that person is also a bidding organisation in respect of this tender, save to the extent that (i) the work and involvement of that other person is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged work does not amount to collusion and

c) exchanged information with any of the other bidding organisations in respect of this tender save to the extent that (i) the exchange of information is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged exchange of information does not amount to collusion.

Please state within the box below if there are any specific areas of the declaration above with which you cannot comply. Please note that this may invalidate your submission, but you should provide details that will enable the Forestry Commission to decide whether to let you progress further in the process, should the reasoning be satisfactory when it applies to one of the discretionary exclusion conditions.

I declare that to the best of my knowledge the information submitted in this ITT is correct. I understand that the Forestry Commission may reject this ITT if there is a failure to answer all relevant questions, or provide any requested information fully or if I provide false or misleading information; or if I make any false declaration which is discovered after Contract Award; I acknowledge that this may lead to said contract being terminated.

Name (printed)

Date

Signature

Capacity / Title

For and on behalf of