**Invitation to Tender for**

**Framework for Kielder West Forest Management Operations**

Framework No: FEE/0346

# 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 framework agreement for the planting of mostly bare rooted conifer trees for restock, the planting of conifer trees for beat up, the planting of broadleaved trees in tree shelters, the treatment of year one and two sites with insecticide top up spray and hand, mechanical and chemical weeding of sites up to 5 years old. This work is offered across Kielder West Beat & the Continuous Cover Forestry areas of Kielder Forest, North England Forest District.

Our intention is to award this framework agreement for a period of 2 years.

Break points are available within the framework agreement at end of the first year, at which time we will decide on whether the framework agreement will continue.

The decision on whether to use the break points/extension option available will be at our discretion and we will base it on the following factors: performance, operational need & budget availability.

The total value of this framework agreement over the entire period, including any extension options (if detailed above), will be in the region of **£150,000** (one hundred fifty thousand pounds).

A framework is an agreement with one or several providers. It sets out the general terms and conditions under which we can make specific purchases as and when we need them. The formal contract is formed when the customer places a call-off order against the framework asking for specific delivery of goods, services or works. A bidder can receive a call-off order directly, or we may ask them to take part in a mini-competition with the other bidders on the framework.

This particular framework agreement will operate as follows:

Three suppliers will be awarded this framework agreement according to their tender score. When work is required the supplier with the highest score will be contacted by the Contract Manager and expected to undertake the work in accordance with the prices, delivery times and specifications agreed under this framework. Should the contractor with the highest score be unable to undertake the work, the supplier with the second highest score will be contacted. Should the contractor with the second highest score be unable to undertake the work, the contractor with the third highest score will be contacted. The supplier with the highest score will be contacted regarding any work and given a maximum of two weeks to commence the required work before the supplier with the second highest is contacted. The second highest scoring contractor will be given two weeks before the third contractor is contacted.

However, for all lots, the Forestry Commission gives no guarantee as to the volumes of work and the Forestry Commission is not bound to offer any work.

**Background Information**

Forestry Commission (FC), North England Forest District intend to establish a framework agreement to supplement an existing framework 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 7 outstation offices located across the District. The Forest District has a current annual restock programme of between 800- 900Ha.

The work within this tender forms part of the FC’s commitment to the sustainable management of the Public Forest Estate.

The framework will include some or all of the following work:-

• The planting of bare rooted conifer trees.

• The planting of cell grown conifer trees.

• The replacing of dead and dying conifer trees (beat up).

• The planting of bare rooted mixed broadleaved trees.

• The planting of cell grown mixed broadleaved trees.

• The planting of bare rooted mixed broadleaved trees with the erection of a protective tree shelter / guard.

• The planting of cell grown mixed broadleaved trees with the erection of a protective tree shelter / guard.

• The replacing of dead and dying mixed broadleaved trees (beat up).

• The maintenance of broadleaved trees in tree shelters / guards.

• The spraying of insecticide on recently planted restock sites.

• General forest maintenance operations at and unskilled level.

• General forest maintenance operations at a skilled level

In the first year of this framework the anticipated requirements are:

* Restock conifer planting 94K
* Beat up Conifer 120K
* Broadleaf Beat up 15.5K (Some of which will be staked and tubed.)
* CCF under planting & Beat up 5K
* All first year planting is to be completed by 17th March 2017.
* Insecticide Top up Spraying
* Spring 2017 65ha (Start 20th March 2017 completion 21st April 2017)
* Summer 2017 40ha (Start 12th June 2017 Completion 14th July 2017)
* Weeding & Herbicide Spraying 80ha.

Before submitting your tender, potential tenderers should note the scope of the operations and if it is appropriate to their organisation as some of the operations highlighted above are time bound and “Time is of the essence”

**Geographical Area**

Work will take place on a number of sites within the areas of Kielder Forest Northumberland, known as Kielder West Beat & the CCF Beat. Please see the appended location map for more detail.

**Specification**

**Forest Management Operation - Planting and Beating up**

**Work to be undertaken**

**A) Conifer / Unsheltered Broadleaves Planting**

* Areas to be restocked will in the majority be mounded (Ditch & Dollop). Alternative ground preparation may include brash raking and scarification, some areas may have to be screefed but these will be agreed with the Contract Manager prior to start of each work site.
* Trees to be planted in a position agreed at pre commencement meeting. Position will depend on ground cultivation method.
* All mounds must be planted and any areas that are missed will have to be completed prior to starting subsequent sites.
* No trees to be planted within 5 metres of forest roads. No trees to be planted within 2 metres of main drain edges.
* It is expected that a minimum of 50% of the trees provided will fall between 18cm – 50cm in size. Depending on species up to 10% could be between 50cm – 70cm, and up to 10% could be between 10cm and 20cm.
* It is expected that 10% of the planting stock will be cell grown trees.
* 85% of the restock programme will require planting at a density of 2700-3000 per ha with all of the restock area planted, and at a spacing of not less than 1.5m between trees. The remaining 15% will be planted at a number lower plant densities ranging from 800 – 1600 trees to the hectare.
* The Contractor will give the contract manager at least **7 working days’** notice of his plant requirements. The Commission will then deliver plants to the nearest roadside canopy storage location. It is then the Contractors responsibility to distribute the plants over the site. During storage all plants **must** be kept out of the sun at all times and sited to minimise the effects of frost. Plants must be handled with extreme care, with no throwing, dropping or crushing of bags or boxes. **All unused plants are to be returned to canopy storage area/s at the end of each day**.
* Plants will be delivered to site in either co-extruded bags within a box for smaller / medium size treated plants, or co-extruded bags for larger or untreated plants. All plants will be accompanied with a delivery note, indicating the number of plants in each bag and the total number of trees in the load.
* Prior to planting, all plants will have been treated with the insecticide Alphacypermethrin (unless contractor notified otherwise prior to delivery to site). **Open and ventilate bags for 1 hour before planting, empty trees from bag carefully before placing into planting bag.**
* All plants have been graded prior to delivery and no culling of plants should therefore take place. There is to be no manipulation of the root structure this includes the chopping of long roots and the knocking of trees to remove excess soil.
* **The correct protective clothing must be used by all Contractors**. The **minimum** safety standards and operator hygiene of work shall be the standards laid out in the FISA 103. All contractors (or sub-contractors) must follow all the minimum safety requirements of **FISA 103** and **HSE** **Publication – Planting Pesticide Treated Trees** with reference to the requirement for personal protective clothing (PPE), safety standards and the maintenance/inspection of all PPE and equipment.
* All protective clothing must be worn over the top of personal clothing and maintained as specified in FISA guide 103

**NB: All empty boxes and polythene bags must be returned to the roadside canopy storage areas for collection (as directed by contract manager). To aid transportation, place the maximum number of used plastic bags within a single bag. The bags should not be tied with either string or metal ties.**

**All bags should be returned to the roadside canopy store empty. Any bags containing trees, litter or non-forestry items, including food waste, stones, pieces of wood etc will be returned to the contractor and they will be expected to empty the bags and remove any litter.**

All litter and non-forestry items must be removed from site at the end of each day.

**B) Beating Up – The Replacement of dead & dying trees with fresh trees**

**Work to be undertaken**

* Beat-up trees to be planted on a raised position to achieve a final plant density of at least 2700 trees per ha i.e. 1.9m spacing between plants. The distance between adjacent trees of less than 1.8m, or greater than 2.1m will only be acceptable where no appropriate planting position is available (e.g. due to brash or ground water.) Guidance will be given by the contract manager. No trees to be planted closer than 1.5m to any existing tree.
* Where a site has been mounded, dead or terminally unhealthy trees (a photographic guide of trees that constitute terminally unhealthy will be available at pre-commencement) will be **pulled out** and **replaced** – planting in the most suitable position on the mound to achieve the correct spacing between adjacent plants. In the event of mounds being more than 2.0m apart, un-mounded positions may be used as appropriate. (See above).
* The boundaries of areas to be beaten-up will be discussed at pre-commencement meetings. Trees should not be planted where there are significant quantities of natural regeneration, guidance will be given by the Beat Forester.

**C) Planting Mixed Broadleaves in Tree Shelters**

**Work to be undertaken**

* Collect materials from roadside; distribute trees, tree shelters / guards and stakes to planting positions.
* Trees must be planted into soil, not into layers of needles or brash, on a bare planting site (no ground preparation) then the planter will be expected to screef (remove ground vegetation / needle layer) an area of approximately 30cm X 30cm prior to planting each tree.
* Knock the tree stake into the ground prior to the planting of the tree. The Stake and to be firm, upright and knocked in sufficiently that it is below the overall height of the tree shelter / guard. The height of the stake needs to be above the top reusable tie strap (if fitted).
* Plant the broadleaf tree in accordance with ground preparation technique and to the planting specification above.
* Place the tree shelter / guard over the planted tree so that the bottom of the tree shelter / guard encapsulates the tree but is not in contact with the base of the stem.
* Ensure the tree shelter / guard is positioned on the windward side of stake.
* Ensure the tree is not caught under the bottom tree tie (if fitted).
* Tube to be slightly inserted into the ground as to form a seal around its circumference.
* Tree Shelter/ guard to be firmly attached to the stake in accordance with the design

**D) Underplanting Conifer / Mixed Broadleaves**

**Work to be undertaken**

* Work specification is the same as A) above (**Conifer / Unsheltered Broadleaves Planting**) with the additional requirements of:
* Stocking Density to be up to 10,000 trees per hectare
* There will be no ground preparation carried out on these sites, therefore if excessive ground vegetation is identified, screefing will have to be carried out.
* Areas of excessive vegetation will be agreed with the contract manager prior to any work commencing.
* No trees are to be planting with 2 metres of the stem of a standing tree.

**Specific Tree Planting Requirements (all tree types)**

* When planting, only one tree at a time to be taken from the bag. Trees will be planted so as to be firm, upright and with the root collar at ground level and no deeper, unless specified otherwise for tree survival reasons by the Contract Manager.
* A suitable sized spade is to be used so that the notch is large enough to accommodate the root ball. Narrow spears for planting cell grown trees are not suitable for planting bare root stock of any type. Acceptable spade types for planting bare root stock are either a Schlich or Mansfield or other tree planting spades approved by the Contract Manager.
* **The roots must be spread out in the notch and exposed to the atmosphere only for the minimum time necessary for planting to take place**. NB All trees (unless notified otherwise) will have a ‘band application’ only of Alphacypermethrin applied to the root collar area, therefore planting must be at the correct depth i.e. with the collar at ground level. (Trees planted too deeply will allow insects to attach on the untreated area above the root collar).
* Trees to be planted in a position agreed at pre commencement meeting. Position will depend on ground cultivation method.
* During planting the planter must ensure **all tree roots are buried and none left exposed above the ground**.
* The roots of the trees must be placed in to the planting notch by using a hand **and not a planting spade**.
* **The tree roots must not be wrapped around the tree stem or each other** or trimmed prior to planting.
* Trees must be planted into soil, not into layers of needles or brash, on a bare planting site (no ground preparation) then the planter will be expected to screef (remove ground vegetation / needle layer) an area of approximately 30cm X 30cm prior to planting each tree.
* Boxes or bags must not be placed near watercourses. No washing of boxes or bags is to be carried out. All boxes / bags must be returned to the roadside canopy storage area (as per the details above) and weighted down ready for collection.
* Once trees have been dispatched from the cold store they must be planted within **14 days** to be viable. If trees are not planted within 14 days, (apart from poor weather) the Forestry Commission reserves the right to charge the Contractor for the cost of both the trees and delivery. If contractors are unable to be on site to plant the trees, they must contact the contract manager to allow trees to be used elsewhere.
* **Trees will not be led out on to site**; this is the sole responsibility of the contractor. Unused plants **must be** returned to site canopy store each day.

**E) Apply insecticide (Top up spraying) via handheld applicator**

* Spring / Summer application as determined by Contract Manager.
* This is a very time bound operation and the Forestry Commission reserves the right to offer the work to other contractors on the framework should the specific time frame not be achieved.
* **Application Rate** – this is dependent on the chemical used and all application rates will be agreed with the contract manager prior to work commencement. As a guide a 10-20ml dose will be applied per tree. Blue dye will also be added to each mixture to a level that can be seen by the contract manager upto three days after spraying (approx 15-20ml per 15litres of water)
* **Application method** - A 10-20ml dose must be applied to each live tree, half must be administered to either side of the tree stem (depending on chemical used). The operator must ensure the entire stem is covered.
* **Dilution Rate** – this is dependent on the chemical used and all application rates will be agreed with the contract manager prior to work commencement
* **Mixing Areas** – areas suitable for mixing chemicals will be marked on the site plan. There must be no deviation from these areas unless approved by the contract manager.
* **Hygiene Requirements** – All hygiene and PPE requirements are outlined in the **FISA guide no 202** - Application of pesticides by hand-held applicators. The contractor must provide enough water and washing bowls to cater for the number of operators present on the site. Each container and bowl must be clearly marked with its use i.e. gloves wash, clothes wash and hand wash. In addition, the contractor must provide suitable sponges to wash down protective clothing. Estimated water requirement is 5 litres per operator.
* **Chemical Issue** – All chemicals and dyes will be provided by the Forestry Commission. The contractors will be responsible for providing the water. All contractors who are signing for chemicals are to be held responsible for the chemicals. The person handling the chemicals must be qualified to NPTC level PA1 and 6a. The contractor must ensure that all operators are trained and working towards achieving PA 1 and PA 6a.
* Chemicals will only be issued to contractors that have a suitable storage facility.
* **All chemicals must be transported within a secure purpose made chemical box within the vehicle.**
* **A chemical spill kit must be available on site and during transportation of chemicals at all times.**
* **Empty Chemical Containers** - The delivery note signed by the Contractor is to be returned with the empty containers confirming that they have been triple rinsed. All washings must be disposed of in the correct manner on site beforehand. Empty containers will be collected by the Forestry Commission for correct disposal. **All empty containers MUST be initialled and dated prior to return.**

**F) Chemicals likely to be used for Top up Spraying**

1. **Gazelle SG** (safety data sheet available on request)
   * Soluble granules.
   * FC will provide relevant equipment for dispensing and measuring granules in the field.
   * FC will provide relevant guidance regarding the mixing process and application rates.
   * All staff handling open tubs of granules or mixing Gazelle SG will be required to wear the appropriate respiratory protective equipment (particle mask FFP3 NR) and the operators will have had to have a face fit testing for the mask used. Details can be found at <http://www.fit2fit.org>
   * The Contractor must provide any other applicators / equipment.

**Forest Management Operation - Herbicide Spraying**

**Work to be undertaken**

**A) Apply herbicide via handheld applicator**

* Application timing to be determined by Contract Manager.
* This is a very time bound operation and the Forestry Commission reserves the right to offer the work to other contractors on the framework should the specific time frame not be achieved.
* Chemical should not be applied during periods of wet weather or if rain is imminent (within 4 Hours).
* **Application Rate** – this is dependent on the chemical used and all application rates will be agreed with the contract manager prior to work commencement. Blue dye may also be added to each mixture to a level that can be seen by the contract manager up to three days after spraying (approx 15-20ml per 15litres of water)
* **Application method** - To be applied to ground vegetation in rows to follow the planted trees to achieve a minimum of a one metre weed free strip.
* **Dilution Rate** – this is dependent on the chemical used and all application rates will be agreed with the contract manager prior to work commencement
* **Mixing Areas** – areas suitable for mixing chemicals will be marked on the site plan. There must be no deviation from these areas unless approved by the contract manager.
* **Hygiene Requirements** – All hygiene and PPE requirements are outlined in the **FISA guide no 202** - Application of pesticides by hand-held applicators. The contractor must provide enough water containers and washing bowls to cater for the number of operators present on the site. Each container and bowl must be clearly marked with its use i.e. gloves wash, clothes wash and hand wash. In addition, the contractor must provide suitable sponges to wash down protective clothing.
* **Chemical Issue** – All chemicals and dyes will be provided by the Forestry Commission. The contractors will be responsible for providing the water. All contractors who are signing for chemicals are to be held responsible for the chemicals. The person handling/mixing the chemicals must be qualified to NPTC level PA1 and 6a. The contractor must ensure that all operators are adequately trained and demonstrate they are working towards achieving NPTC PA1 & PA6a
* Chemicals will only be issued to contractors that have a suitable storage facility.
* **All chemicals must be transported within a secure purpose made chemical box within the vehicle.**
* **A chemical spill kit must be available on site and during transportation of chemicals at all times.**
* **Empty Chemical Containers** - The delivery note signed by the Contractor is to be returned with the empty containers confirming that they have been triple rinsed. All washings must be disposed of in the correct manner on site beforehand. Empty containers will be collected by the Forestry Commission for correct disposal. **All empty containers MUST be initialled and dated prior to return.**

**B) Chemicals likely to be used for Herbicide Spraying**

1. **Glyphosate** with or without adjuvant(safety data sheet available on request)
   * Liquid.
   * Contractor to provide measuring equipment.
   * The Contractor must provide all applicators / equipment.
2. **Cycloxydim** with Adjuvant(safety data sheet available on request)
   * Liquid
   * Contractor to provide measuring equipment.
   * The Contractor must provide all applicators / equipment.

**Forest Management Operation Specifications – Skilled Work.**

**Definition of Skilled work –** Work as specified below, to be undertaken with the use of machines or mechanised tools (eg, Brush Cutters /Clearing saws) where training & or certification is required and provided to the contract Manager.

**Examples of Types of Work to be undertaken**

1. **Weeding.**

* Clearance of grass and other weeds from around young trees using a strimmer or clearing saw.
* All weeds and grasses to be cut from around each tree to a minimum diameter of 50cm or greater as specified by the contract manager.
* All weeds and grasses to be cut as close to ground level as possible.
* Care must be taken to protect the tree and NOT cut the tree along with other vegetation.
* Cut material is not the be left covering the tree

**Forest Management Operation Specifications – Unskilled Work.**

**Definition of Unskilled work –** Work as specified below, to be undertaken with the use of hand tools only, no machines or mechanised hand tools are to be used without appropriate training and written authorisation by the Contact Manager.

**Examples of Types of Work to be undertaken**

**A) Hand Weeding (spot)**

* Clearance of grass and other weeds from around young trees with the use of either a weeding hook or hand sickle.
* All weeds and grasses to be cut from around each tree to a minimum diameter of 50cm or greater as specified by the contract manager.
* All weeds and grasses to be cut as close to ground level as possible.
* Care must be taken to protect the tree and NOT cut the tree along with other vegetation.
* Cut material is not to be left covering the tree.

**B) Leading out materials by hand where not included as part of planting operation.**

* The taking of materials (such as tree stakes, tree shelters, trees and fencing materials) from the forest roadside into the forest by hand.
* Take materials to designated areas as per the site plans or as directed by the contract manager.

**C) Singling of Conifer Trees**

* The identification of and removal of multiple leaders in restock conifer trees
* Site to be walked and all trees with more than one main leader are to be identified.
* Once identified the main leader must be protected (the main leader is the part of the tree which is the tallest and shows the most vigorous vertical growth).
* Any competing leaders that form part of the tree i.e. not branches and are growing vertical but not a tall as the main leader, are to be removed with a pair of secateurs.
* The leaders that have been identified for removal must be removed with as clean a cut as possible and as close to the main stem of the tree as possible without cutting into the main stem.
* Leaders are to be discarded close to the tree for future inspection by the contract manager.

**D) Other work identified by the Contract Manager appropriate to the Unskilled Work definition above.**

All specification sheets and guides are available by contacting the named person above. However the contract manager reserves the right to alter the specification to suit the site, any changes to the specification will be agree with the contractor during the pre-commencement meeting.

Any deviation from the agreed specifications and standard may mean that the work is considered unacceptable by the contract manager and any remedial action to ensure the work is adequate will be carried out at the contractor’s expense.

Trees for planting and other materials (tree stakes and tree shelters etc.) will be supplied and delivered to the nearest Forestry Commission roadside location to the worksite. It will be the contractors’ responsibility to transport the trees and other materials from roadside onto site by the most appropriate means. All unused trees and materials must be returned to the Forestry Commission roadside following successful completion of the work.

NB the unskilled work will mostly be offered when the planting / spraying squads are unable to carry out planting or spraying and will consist of the work as detailed in the Unskilled Work specification. It is not anticipated that extra unskilled workers will be brought in to carry out this work.

Please note that where it is the contractor’s responsibility to remove any / all specified materials from site to an appropriate location, the Forestry Commission must be issued with a Duty of Care - Waste Transfer Note (WMC2A Version 3). All costs incurred with the removal of specified materials will be at the contractors cost. NB the Forestry Commission will follow up the waste transfer process to the end user even if the waste is to be recycled.

Bidders may not propose different specifications to those set out in this Invitation to Tender.

**Lots**

There are 3 lots in this framework.

Lot 1 Planting & Beating up

Lot 2 Insecticide Application

Lot 3 Weeding & Herbicide Application.

Bidders may bid for up to 3 lots in any combination.

**Special Conditions**

**Pollution**

A pollution control kit (Oil & Chemical kits or a universal kit) must be maintained on site / machine, the size and type of which will be in proportion to the operation being undertaken, to the Forestry Commission 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.

**Risk Assessment**

A outline 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.

A meeting must take place between the Contractor and the Forestry Commission prior to work commencing in order to discuss any risks that may be associated with the work. During this meeting the responsibilities of all those associated with this operation will 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.

The contractor must ensure that a lone working agreement is in place for all staff, should lone working be required. (Copies of Forestry Commission Policy regarding lone working are available on request from the Contract Manager)

**FISA (AFAG) Guides**

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/safety-information/safety-library.html

**NPTC & FMOC**

The contractor must ensure that all staff have 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 Base Machine Units:

1.1 Tracked Rigid (scottrack for example)

1.3 Wheeled Rigid

Any other machines utilised such as wheeled articulated or quads bikes etc must have certificated operators in the appropriate units, for example: 001410 - City & Guilds Level 2 Award In Sit Astride All-Terrain Vehicle Handling or the LANTRA 1 day Sit Astride ATV Quad Bike Course.

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.

For the purposes of this contract the anticipated units under NPTC are:

PA1 Principles of Safe Handling and Application of Pesticides

PA6 Safe Application of Pesticides Using Pedestrian Hand Held Equipment

For the purposes of this contract all operators using strimmers /clearing saws must have a record of training which can be provided to the contract manager on request.

**Archaeology and Conservation**

All known archaeological artefacts and nature conservation issues will be marked on the site maps.

**Site Plans**

Site maps showing the operational area and access points for each lot are included in the tender package. Further maps giving details of all hazards and constraints will be issued to each contract holder prior to the commencement of the contract.

**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)

**Contract Management Requirements**

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

In order to achieve this, the contract will be managed and monitored using the RAG System (Red – Amber – Green System) a guidance booklet for contractors and guidance on what constitutes a breech under the RAG system is attached to this tender form.

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 require 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 contractor and these will cover all aspects of the contract.

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).

**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

## Definitions and purpose

The “authority” or “we” means the Forestry Commission, or anyone acting on behalf of the Forestry Commission, that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/”Your” or “Supplier” or “Bidder” means the body responding to this Invitation to Tender (ITT) i.e. the legal entity submitting a tender. The ‘Supplier’ or ‘Bidder’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

This Invitation to Tender (ITT) has been designed to assess both the suitability of a Supplier to deliver the authority’s contract requirement(s); and to determine of those suitable, which supplier(s) have provided the most economically advantageous tender.

## Timetable

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

|  |  |
| --- | --- |
| **Stages** | **Dates** |
| Closing date for expressing interest and time for further questions | 22nd September 2016. |
| Date of site visits by bidders to FC site | 28th September 2016 |
| **Closing Date and Time for Tender Returns** | **5th October 2016 at 17:00** |
| Expected Notification of Award | Week Commencing 10th October 2016 |
| Expected Start Date | 1st November 2016 |

### Bidder briefing day

Not required for this tender.

### Site Visits

Site visits will take place on the date specified in the timetable above and bidders should contact the person named at 3.3 below to arrange this.

## Enquiries

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

Ian Green, North England Forest District, Eals Burn, Bellingham, Hexham, Northumberland, NE48 2HP. [ian.green@forestry.gsi.gov.uk](mailto:ian.green@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 framework agreement, 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

Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of you declaration. A template for providing additional information is provided at the end of this document, which should be used unless, due to formatting, this is not possible.

To make the process straightforward, you do not need to provide supporting documents with your tender unless specifically requested to do so. However, we may ask you for this later.

Your organisation will only be evaluated based on the information in your tender. If you do not mention any applicable previous experience of working with us in your reply we cannot take this into account.

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.

## Return arrangements

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

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

Please note that we do not accept fax or 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 Kielder West Forest Management Operations FEE/0346 –** **Not to be opened until 6th October 2016 at 09:00’.**

**Submissions may be excluded if you do not mark the envelope in this way.**

Send completed tender documents to the following address:

North England Forest District,

Eals Burn,

Bellingham,

Hexham,

Northumberland

NE48 2HP

## Clarification

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

## Verification of information provided

Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the Supplier to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions within the sub-sections of 4.7 of this ITT relating to Technical and Professional Ability) the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

## Sub-contracting arrangements

Where the supplier proposes to use one or more sub-contractors to deliver some or all of the requirements, a separate Appendix should be used to provide details of the proposed bidding model that 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 authority 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 authority 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 authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award, based on an assessment of the updated information.

## Consortia arrangements

If the Supplier completing this ITT is doing so as part of a proposed consortium, the following information must be provided:-

* Names of all consortium members;
* The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note that the authority may require the consortium to assume a specific legal form if awarded the work, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the framework agreement.

**All** members of the consortium will be required to provide the information required in **all** sections of the ITT as part of a single composite response to the authority i.e. each member of the consortium is required to complete the form.

Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

The authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

## Confidentiality

When providing details of contracts in answering section 4.6 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 authority reserves the right to contact the named customer contact in section 4.6 regarding the contracts included in section 4.6. The named customer contact does not owe the authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The authority 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 authority 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 authority will then assess this information (along with the rest of the contract), taking account of Regulation 21 of the Public Contracts Regulations, when considering which contractual information should or should not be published or released on request.

## Tender validity

All details of the tender, including prices and rates, must be valid for 90 days from receipt of tender.

## Language

The completed tender and all accompanying documents must be in English.

## Applicable Law

Any framework agreement concluded as a result of this ITT will be governed by English law.

## Pricing

All prices will be in sterling and exclusive of VAT.

## Additional costs

Once we have awarded the framework agreement, we will not pay any additional costs incurred which are not reflected in your tender submission.

## Evaluation

A Tender Panel will evaluate responses to the tender objectively using the criteria and evaluation matrix’ defined within Section 4.

## Gateways

Some questions in the tender are known as gateways and are fundamental requirements of the 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

Once we have carried out the evaluation and identified the successful tenderer(s), we will tell all tenderers in writing by email of our award decision.

### Debriefing

We will give **all bidders** the opportunity of a debriefing. Please tell us in writing as soon as possible if you want a debriefing.

## Contract management

If we award a framework agreement, you will have to co-operate in managing it and comply with the contract management requirements, as detailed in the Specification of Requirements at Section 2.

## Costs

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.

## Right to cancel or vary the process

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

## Inducements

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

## Disclaimer

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

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

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

# Your response

In order to submit a tender for this requirement you must complete and return the relevant sections, detailed in the table below, in compliance with Section 3 above. If we have decided that certain sections are not relevant for this particular ITT, we have indicated this by stating ‘N/A’ next to the title heading at the relevant section and by indicating ‘Not Applicable’ within the table below. Unless otherwise indicated in this way, all sections must be completed and returned.

The table below provides a summary of the evaluation method for each section, however full details of how we will evaluate your submission can be found in the individual Evaluation Matrix’ within each section.

|  |  |  |
| --- | --- | --- |
| **Section** | **Title** | **Evaluation Method** |
| 4 | Lots | For information only but must be completed. |
| 4.1 | Supplier Information | For information only but must be completed. |
|  | | |
| 4.2 | Grounds for mandatory exclusion | Pass / Fail |
| 4.3 | Grounds for discretionary exclusion – Part 1 | Pass / Fail |
| 4.4 | Grounds for discretionary exclusion – Part 2 |  |
| **Selection Criteria** | | |
| 4.5 | Economic and Financial Standing | Not Applicable |
| 4.6 | Technical and Professional Ability | Pass/Fail |
| 4.7 | Additional Selection Modules | |
| 4.7.1 | Project Specific Questions to assess Technical and Professional Ability | Pass/Fail |
| 4.7.2 | Insurance | Pass / Fail |
| 4.7.3 | Compliance with equality legislation | Not applicable |
| 4.7.4 | Environmental Management | Not Applicable |
| 4.7.5 | Health and Safety | Pass/Fail |
| **Award Criteria** | | |
| 4.8 | Requirement Specific Questions | Scored and Weighted |
| 4.9 | Pricing Schedule | Scored and Weighted |
| 4.10 | ITT Template Appendices | Template Only – Use where required |
|  | | |
| 4.11 | Terms and Conditions of Contract | Pass/Fail |
| 4.12 | Declaration | Pass/Fail |

## Lots

Please indicate which lots you are bidding for:

|  |  |
| --- | --- |
| **Lot No and Name:** | **Bid: Yes/No** |
| 1. Planting & Beat Up |  |
| 1. Insecticide Application |  |
| 1. Weeding & Herbicide Application |  |

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

|  |  |
| --- | --- |
| **Maximum Number of Lots:** | **3** |
| **Lot No:** | **Lot Preferences** |
|  |  |
|  |  |
|  |  |

## Supplier Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Supplier details** | | **Answer** | | | |
| Full name of the Supplier completing the ITT | |  | | | |
| Registered company address | |  | | | |
| Registered company number | |  | | | |
| Registered charity number | |  | | | |
| Registered VAT number | |  | | | |
| Name of immediate parent company | |  | | | |
| Name of ultimate parent company | |  | | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | | i) a public limited company | |  | |
| ii) a limited company | |  | |
| iii) a limited liability partnership | |  | |
| iv) other partnership | |  | |
| v) sole trader | |  | |
| vi) other (please specify) | |  | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | | i)Voluntary, Community and Social Enterprise (VCSE) | |  | |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | |  | |
| iii) Sheltered workshop | |  | |
| iv) Public service mutual | |  | |
| **Bidding model**  Please mark ‘**X**’ in the relevant box to indicate whether you are: | | | | |  |
| a)      Bidding as a Prime Contractor and will deliver 100% of the key framework deliverables yourself | | |  | |  |
| b)      Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key framework deliverables each sub-contractor will be responsible for. | | |  | |  |
| c)       Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key framework deliverables each sub-contractor will be responsible for. | | |  | |  |
| d)      Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the authority may require the consortium to assume a specific legal form if awarded the framework, to the extent that it is necessary for the satisfactory performance of the framework. | | | **Consortium members:**  **Lead member:** | |  |
| e)      Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix. | | | **Consortium members:**  **Current lead member:**  **Name of Special Purpose Vehicle:** | |  |
| **Contact details** | | | | | |
| Supplier contact details for enquiries about this ITT | | | | | |
| Name |  | | | | |
| Postal address |  | | | | |
| Country |  | | | | |
| Phone |  | | | | |
| Mobile |  | | | | |
| E-mail |  | | | | |

## Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 4.2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **4.2.1 Within the past five years, has your 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 been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. 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 on the fight against organised crime; |  |  |
| 1. 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; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, 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: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (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) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. 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; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes**  **4.2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

## Grounds for discretionary exclusion – Part 1

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **4.3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. \*your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. \*\*your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. Your organisation – 2. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or 3. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| 1. your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| 1. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**\* Conflicts of interest**

In accordance with question 4.3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

**\*\* Taking Account of Bidders’ Past Performance**

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

In addition, the authority 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).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 4.2.1, 4.2.2 and 4.3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

## Grounds for discretionary exclusion – Part 2

The authority reserves the right to use its discretion to exclude a Supplier where it can demonstrate the Supplier’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

**Please note that Section 4.4 relating to tax compliance only applies where the authority has indicated that the requirement is over £5million in value.**

“Occasion of Tax Non-Compliance” means:

1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
2. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
3. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
4. the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

|  |  |  |
| --- | --- | --- |
| **From 1 April 2013 onwards, have any of your company’s tax returns submitted on or after 1 October 2012; (please delete the option which doesn’t apply).** | | |
| 4.4.1 | Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; | Yes / No |
| 4.4.2 | Been found to be incorrect as a result of:  HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or  A Tax Authority in a jurisdiction in which the legal entity 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  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. | Yes / No |
| If answering “Yes” to either 4.4.1 or 4.4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the authority to take into consideration.  This could include, for example:   * Corrective action undertaken by the Supplier to date; * Planned corrective action to be taken; * Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or * Changes in financial, accounting, audit or management procedures since the OONC.   In order that the authority can consider any factors raised by the Supplier, the following information should be provided:   * 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 GAAR, 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. | | |

# Selection Criteria

## Economic and Financial Standing

## N/A

## Technical and Professional Ability

The Government has developed an approach to ensuring that previous poor performance by suppliers can be taken into account and robustly assessed prior to entering into certain new contracts (as described in “Procurement Policy Note 04/15 Taking Account of Suppliers’ Past Performance”. This will give the Government confidence, based on past performance, in the reliability of suppliers.

The policy is that, as part of any assessment of a supplier’s Technical and Professional ability, contracting authorities should ensure that any failure by the supplier to provide satisfactory performance of previous principal contracts is taken into account in the assessment of whether specified minimum standards for reliability for such contracts are met.

Evidence will be collected from suppliers to enable this assessment to be made (and a random sample of the evidence collected may be verified).

In addition, under the policy, authorities will re-assess reliability based on past performance before key points in the procurement process (i.e. short listing, preferred bidder status, conclusion of contract etc). Suppliers will accordingly be asked to update the evidence they provide in relation to past performance to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 4.6 | **Relevant experience and contract examples** | | | |
| Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the authority’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.  The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this framework) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. (If required you may provide this information in the form of a referenced Appendix). | | | |
|  |  | Contract 1 | Contract 2 | Contract 3 |
| 4.6.1 | Name of customer organisation |  |  |  |
| 4.6.2 | Point of contact in customer organisation  Position in the organisation  E-mail address |  |  |  |
| 4.6.3 | Contract start date  Contract completion date  Estimated Contract Value |  |  |  |
| 4.6.4 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. |  |  |  |
| 4.6.5 If you cannot provide at least one example for questions 4.6.1 to 4.6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. | | | | |
|  | | | | |

Evaluation Matrix for Section 4.6

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight** | **Agreed Marking Criteria** |
| Pass/Fail | **Pass** – Three 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. |

## Additional Selection modules

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at award stage.

### Project specific questions to assess Technical and Professional Ability

|  |  |  |
| --- | --- | --- |
| **No.** | **Question** | **Pass / Fail** |
|  | Provide details of your experience and capability for contracts of this type, its complexity, potential remoteness and value. Within your response provide details of the key personnel/operators who will be involved in delivering the works. |  |
| **Answer**: | | |

Evaluation Matrix for Section 4.7.1

Responses to the questions in this section will be evaluated on the basis of the marking criteria detailed in the table below.

|  |  |  |
| --- | --- | --- |
| **No.** | **Pass/Fail** | **Marking Criteria** |
| 1 |  | **Pass**  “Evidence that operators have the appropriate qualifications (4.7.5 – 2a) and or experience of carrying out the works as specified (section 2 Contract Specification). Capability of providers to include suitable equipment to deliver specified.  **Fail**  Bidder has not provided the necessary assurance that personnel have the relevant experience and qualifications for an agreement of this nature. Insufficient details that the service Bidder has qualifications and experience to carry out the works in upland forestry environment. |

### Insurance

|  |  |
| --- | --- |
| Please self-certify (by deleting the option which doesn’t apply) whether you already have, or can commit to obtain, prior to the commencement of the framework, the levels of insurance cover indicated below.  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 = £5million. | Yes / No |

Evaluation Matrix for Section 4.7.2

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight** | **Agreed Marking Criteria** |
| 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. |

### Compliance with Equality Legislation

Not Applicable.

Evaluation Matrix for Section 4.7.3

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight** | **Agreed Marking Criteria** |
| Pass/Fail | **Pass** – If you have answered ‘no’ to a) and b), and have processes in place to check sub-contractors in this respect (where used) you will pass this section.  **Fail** – If you have answered ‘yes’ to a) and or b) you may be excluded if you are unable to demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. |

### Environmental Management

Not Used

Evaluation Matrix for Section 4.7.4

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight** | **Agreed Marking Criteria** |
| Pass/Fail | **Pass** - Bidders who have not been convicted or served notice upon, and have processes in place to check sub-contractors in this respect (where used) will pass this section.  **Fail** - The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. |

### 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/>.

|  |  |
| --- | --- |
| 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:** | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2a) | The FC requires confirmation that this 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 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) **\***](http://www.forestry.gov.uk/forestry/infd-8wpmpq) | | |  |  |  |
| - City & Guilds Level 2 Award In Sit Astride All Terrain Vehicle Handling  or  The LANTRA 1 day Sit Astride ATV Quad Bike Course. | | |  |  |  |
| [PA1](https://www.nptc.org.uk/qualificationschemedetail.aspx?id=515) Principles of Safe Handling and Application of Pesticides | | |  |  |  |
| [PA6 A](https://www.nptc.org.uk/qualificationschemedetail.aspx?id=520)  Safe Application of Pesticides Using Pedestrian Hand Held Equipment (now qualification 151) | | |  |  |  |
| [Face Fit Testing](http://fit2fit.org/)  [For respiratory Protective Equipment.](http://fit2fit.org/)  Required for handling & Mixing Gazelle SG for Top Up spraying | | |  |  |  |
| NPTC [002055](https://www.nptc.org.uk/assets/documents/fbe9b4299ea243a8b6fda79e29d2bca3.pdf) Award in the Safe Use of Forestry Clearing Saw  Or  Lantra Level 2 [Award in safe use of forestry clearing saw](https://www.lantra.co.uk/awards/product/level-2-award-safe-use-forestry-clearing-saw)  Or  Record of training that demonstrates similar level of knowledge and skill as required to gain one of the above qualifications. | | |  |  |  |
| 2b) | | If the appropriate personnel who will deliver the 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 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.

|  |  |
| --- | --- |
| 3) | 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:** | |

|  |  |
| --- | --- |
| 4a) | 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:** | |

|  |  |  |
| --- | --- | --- |
| 4b) | | 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:** | | |
| 4c) | | 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:** | | |
| 4d) | 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:** | | |

|  |  |
| --- | --- |
| 4e) | 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:** | |

|  |  |
| --- | --- |
| 4f) | 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:** | |

|  |  |
| --- | --- |
| 5) | 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:** | |

Evaluation Matrix for Section 4.7.5

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below. Any bidder that receives a ‘Fail’ against any of the health and safety questions will not be considered further in relation to this ITT.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Question** | **Description** | **Marking Method** | | **Marking Criteria** | |
| 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.** | |
| 2a) & b) | 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 part a), but has provided a response to part b 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 part a) and/or part b) of the question.** | |
| 3 | 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 health and 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 component parts of question 4 will be scored as detailed in the marking criteria column below. In order to pass this question, bidders will need to achieve a pass mark which is equal to or greater than 11 out of 17. Any bidder scoring below 11 will fail this section. Note: bidders can also automatically fail certain sections of question 4 if their responses are inadequate as detailed below; in such cases, failure of one component part would constitute an overall failure of the section and their entire bid.** | | | | | |
| 4a) | 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. |
| 4b) | Risk Assessment Process – Part i | | Scored Question | | **Scoring Part i)**  **Score of 4** – Relevant site specific risk assessment from previous contract has been provided in response to Part i). 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 in response to Part i). 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 in response to Part i) OR generic or hypothetical risk assessment in response to Part i) has been provided, with no further information of the process applied.  **Fail – Inadequate process or no response provided** |
| 4c) | Risk Assessment Process – Part ii | | 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. |
| 4d) | 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.** |
| 4e) | Health & Safety Advice | | Scored Question | | **Score of 1** - Response identifies competent responsible person.  **Score of 0** - Response not provided or inadequate. |
| 4f) | 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** |
|  | | | | | |
| 5 | 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** |

# Award Criteria

## Requirement Specific Questions

|  |  |  |
| --- | --- | --- |
| **No.** | **Question** | **Weight %** |
|  | Due to the importance of completing the works within specific time frames, (for example Top Up Spraying is a very time bound and weather dependant operation) can you please provide a detailed method statement giving details of how you will:   * Plant up to 200,000 thousand of trees during the season either in the “Back-End” November to December, or January to April. Please detail how your organisation will complete the planting between these specific time windows.   And/or   * Deliver the Top up spraying programmes of upto 110Ha split between Spring & Summer * Spring(Start 20th March 2017 completion 21st April 2017) in first year.   &  Summer 2017 40ha (Start 12th June 2017 Completion 14th July 2017) in the first year.   * If the programmes are affected by bad weather, shortening the window for specific operations, how will your organisation meet the deadlines?   Your response should give details of anticipated average outputs for each type of FM operation and all contingencies you will have in place for bad weather.  Please explain how the work will be achieved, including number of staff and sub-contractors or other labour that will be used to achieve the deadlines. | 30 |
| Response: | | |
| **No.** | **Question** | **Weight %** |
|  | Tell us how you will monitor and maintain a high quality service  15  throughout the duration of the agreement. Your response should  include details of how you will manage quality control, health & safety,  biosecurity and how you will minimise environmental impact. | |
| Response: | | |

## Evaluation Matrix for Section 4.8

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |  |
| --- | --- | --- |
| **No.** | **Weighting** | **Marking Criteria** |
|  |  | The following evaluation system will be applied to this section:  **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 framework. |

## Pricing Schedule

|  |  |
| --- | --- |
|  | ***Weight %*** |
| NB: Lots will not be split by operation, if a bidder does not enter a price for all operations within a lot this could lead to the bid for the whole lot being rejected.  If a bidder is not applying for a particular lot, please leave that lot blank. | 55 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Description** | | **Price**  **(£)** |
| Lot 1 A | Restock, Planting Conifer Trees (per 1000) | |  |
| Lot 1 B | Beating-Up Conifers <300 trees / ha (per 1000) | |  |
| Lot 1 C | Beating-Up Conifers 301 - 650 trees / ha (per 1000) | |  |
| Lot 1 D | Beating-Up Conifers 651 - 1350 trees / ha (per 1000) | |  |
| Lot 1 E | Planting Mixed Broadleaves in Tree Shelters (per 1000) | |  |
| Lot 1 F | Beating up Mixed Broadleaves in Tree Shelters (Per 1000) | |  |
| Lot 1G | Under Planting of conifer/ broadleaves (per 1000) | |  |
|  |  | |  |
| Lot 2 | Insecticide Spraying (Per ha) | |  |
|  |  | |  |
| Lot 3 A | Herbicide Spraying (Per ha) | |  |
| Lot 3 B | Skilled Labour Days (8 hour net day) | Man Day |  |
| Lot 3 C | Unskilled Labour (8 hour net day) | Man Day |  |

## Evaluation Matrix for Section 4.9

Responses to this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight** | **Agreed Marking Criteria** |
| 55% | **Each lot will be evaluated separately using submitted prices and the work quantities listed in below. This will give an overall price for each lot tendered.**  The overall price for each lot 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.  We do require prices for all operations types within each lot even if there is no work quantity in year 1.The lowest bid is given the maximum score of 4. The price score for other bids is determined by dividing the lowest bid by that bid and multiplying by 4  The Score for All Lot 1 will be out of 4, with each point worth 10% of the overall score i.e. 1 = 13.75% and so on to a maximum of 55%  “Weighted average is an average in which each quantity to be averaged is assigned a weight. These weightings determine the relative importance of each quantity on the average. Weightings are the equivalent of having that many like items with the same value involved in the average”  **For Lot 1 the score for price will be achieved by taking the weighted average of your price for:**   |  |  |  | | --- | --- | --- | | **Task** | **Quantity** | **Weighting** | | Planting Conifers | 100K | 50% | | Average of all 3 Beating up Conifers (Price per 1000 in each band added together and divided by 3) | 75K | 40% | | 3) Planting Mixed Broadleaves in Tree Shelters | 7.5K | 10% |   **For Lot 2** 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.”   |  |  |  | | --- | --- | --- | | **Task** | **Quantity** | **Weighting** | | Top Up Spraying | 60 Hectares | **N/A For this Lot** |   **For Lot 3 the score for price will be achieved by taking the weighted average of your price for:**   |  |  |  | | --- | --- | --- | | **Task** | **Quantity** | **Weighting** | | Herbicide Spraying | 50 Hectares | 50% | | Skilled Labour Days | 25 Days | 30% | | Unskilled Labour | 25 Days | 20% | |

## ITT – Template for Appendices

Please use the following form for each appendix you are providing. If, for formatting purposes you are not able to use this appendix form, please ensure you clearly number the appendix, along with the section and question it relates to.

|  |
| --- |
| **Appendix Number** - |
| **ITT Section** - |
| **Question Number** - |
|  |

## Terms and Conditions

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

The successful Tenderer’s usual terms and conditions are not, and will not, become terms and conditions of any framework 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. | |
|  |  | |

Evaluation Matrix for Section 4.11

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight** | **Agreed Marking Criteria** |
| 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. |

## 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 authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

The essence of selective tendering is that the authority 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 authority’s requirement.

The following appendices form part of our submission;

|  |  |
| --- | --- |
| **Section of ITT** | **Appendix Number** |
|  |  |
|  |  |
|  |  |
|  |  |

**ITT COMPLETED BY**

Name:

Role in Organisation:

Date:

Signature:

Evaluation Matrix for Section 4.12

Responses to this section will be evaluated on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight** | **Agreed Marking Criteria** |
| Pass/Fail | **Pass**: Completed, signed declaration has been provided with all relevant appendices listed.  **Fail**: Declaration has not been signed or provided, or exceptions have been noted which cannot be accepted. |

1. See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/> [↑](#footnote-ref-1)