

Invitation to Tender for

**Grass Cutting on Community
Woodlands in South Yorkshire**

Contract No: FM 71/12

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 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

We take the lead, on behalf of all three administrations, in the development and promotion of sustainable forest management. We deliver the distinct forestry policies of England, Scotland and Wales through specific objectives drawn from the country forestry strategies.

More information is available on our website at www.forestry.gov.uk

1 Type and term of contract

We will be awarding a contract for grass cutting on 7 Community Woodland sites across South Yorkshire including amenity cuts (6 to 8 cuts per annum) on 6 sites and annual / biennial cuts on 7 sites.

Our intention is to award this contract for a period of one year.

There will be an option to extend the contract by up to a further two years 1+1+1 (3 years in total).

The total value of this contract over the entire period, including any extension options, will be in the region of £58,000 to £69,000.

2 Timetable, enquiries and return arrangements

2.1 Timetable

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

Stages	Dates
Issue ITT Document	Monday 6 th February 2012
Date(s) of site visits by bidders to FC site	Please call the Community Forester to organise site visits between 13.02.12 and 24.02.12
Closing date and time for enquiries	Wednesday 29 th February 2012 – 16:00
Tender Return Date and Time	Monday 5th March 2012 – 16:00
Expected Notification of Intent to Award	Wednesday 14 th March 2012
Expected Start Date	Week commencing 26 th March 2012 (subject to weather)

2.2 Clarification,

2.2.1 Clarification

Once we have evaluated submissions, we may need further clarification and may ask for this additional information or a clarification meeting. The purpose is to explore further the information you have provided in your submission.

2.2.2 Site Visits

Before the return date, tenderers may need to have a site visit so that they can complete their submission. Site visits will take place on the date(s) specified in the timetable at Section 2.1 above and tenderers should contact the person named at 2.3 below to arrange this.

2.3 Enquiries

Please send all enquiries in writing or by email, by the deadline stated at Section 2.1 quoting the contract number printed at the front of this document to:

Helen Connor-Walton, Community Forester, Forestry Commission, Sherwood Office, Edwinstowe, Mansfield, Nottinghamshire, NG21 9JL – 01623 821476

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

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

2.4 Return arrangements

Please return your completed tender as:

One paper copies by post or hand delivered,

Please note that we do not accept fax or email copies.

We must receive your completed tender before the closing time shown in the Timetable at Section 2.1. We will keep tenders received before this deadline unopened until after this time. **We will not consider any tenders we receive after the deadline.** Please be aware that tenders may be copied for our use.

Mark your envelopes with the words '**Tender for Grass cutting on Community Woodlands in South Yorkshire – FM 71/12 – Not to be opened until 05th**

March 2012 – 16:00'. Submissions may be excluded if you do not mark the envelope in this way.

Send completed tender documents to the following address:

Forestry Commission England,
Sherwood and Northants Forest District,
Edwinstowe,
Mansfield,
Nottinghamshire,
NG21 9JL

3 Statement of Requirements

We intend to award a contract for Grass cutting on 7 Community Woodlands sites in South Yorkshire

Background Information

Regular mowing of 7 community woodland sites in South Yorkshire including Bentley Community Woodland, Brodsworth Community Woodland, Cudworth Common, Dinnington Community Woodland, Kiveton Community Woodland, Pheonix Park – Thurnscoe and Wombwell Wood. The mowing will consist of two types of cutting regimes; An amenity cut maintaining a short sward (number detailed below in table 1a) and an annual or biennial conservation cut inclusive of all ditches onsite (table 1b).

Geographical Area

The 7 sites are spread across South Yorkshire. Copies of location maps can be requested by contacting the Community Forester (see section 2.1 for contact details).

Specification

Amenity Mowing

Amenity cuts are required at seven community woodland sites within South Yorkshire. The amenity cut will comprise of two types of cuts. The first is shown as open areas of grassland. The total hectare for each type of mowing on each site is shown on the table below (table 1b). The amenity mowing will be programmed at a frequency detailed in table 1a. Prior to each mowing day, a litter pick is to be completed over the area to be mown. The litter pick is to be completed by the contractor named on this schedule as a prerequisite to any mowing programmed under this schedule.

To ensure the protection of ground nesting birds, the first cut of the year for amenity areas needs to be completed late march. This first mow to be discussed with the Beat Manager to ensure ground conditions are suitable and seasonal variations (e.g. mild spring weather) have not led to an amendment to this timescale. Grass sward on the amenity areas to be 50mm to 60mm. The Forest Works Manager reserves the right to halt operations at any time.

The second type is linear path mowing. The successful contractor is required to mow each side of the paths highlighted on the attached maps to three meters width. This is based on one pass of the mower. Where the grass verge is too thin to mow you will be required to strim.

Strimming is required around all obstacles on site which includes items such as noticeboards, seating and waymarkers. In addition to this an application of herbicide is required at the base of selected obstacles at the beginning of the season.

Amenity grass mowing requires a post-mown sward height of 50-60mm.

Amenity Cuts - Frequency (table 1a)

Site	Amenity Cut Ha	Number of Cuts per annum	Frequency
Bentley Community Woodland	2ha	6 to 8	First cut on the request of the beat Forester, late march / early April dependant on weather conditions. Monthly mows thereafter, unless amended by the beat Forester to a maximum of six cuts, the additional two cuts on the request of the beat forester only.
Brodsworth Community Woodland	1.15ha	6 to 8	
Cudworth Common including Ferrymoor Flash	0.23ha	6 to 8	
Dinnington Community Woodland	0.89ha	6 to 8	
Kiveton Community Woodland	4.97ha	6 to 8	
Phoenix Park	3.94ha	6 to 8	
Wombwell Wood		1 to 2	First cut to be completed Late June / Early July in discussion with the Beat Forester. Second cut if requested to be completed mid September.

Conservation Cut

Two types of conservation mowing are required. First is an annual cut and second a biennial cut.

Please note: we have requested a price for an annual conservation cut at Cudworth Common. This will only be conducted on the request of the Beat Forester, as this area of land is currently under a grazing agreement.

Conservation grass mowing requires a post-mown sward height of 100-120mm.

Mowing area – Table 1b

Site	Mowing Type	Total area
Bentley Community Woodland	Amenity mow	2Ha
	Linear path mowing (amenity)	6170 Meters of path
	Annual conservation mow	6.31Ha
Brodsworth Community Woodland	Amenity mow	1.15Ha
	Linear path mowing (amenity)	9134 Meters of path
	Annual conservation mow	6.6Ha
	Biennial conservation mow	8.31Ha
Cudworth Common inc. Ferrymoor Flash	Amenity mow	0.23 Ha
	Linear path mowing (amenity)	2135 Meters of path
	Annual conservation mow – only to be completed on the request of the Beat Forester.	8.65Ha
	Biennial conservation mow	1.62 Ha
Dinnington Community Woodland	Amenity mow	0.89 Ha
	Linear path mowing (amenity)	4041 Meters of path
	Annual conservation mow	6.78Ha
Kiveton Community Woodland	Amenity mow	4.97 Ha
	Linear path mowing (amenity)	6376 Meters of path
	Annual conservation mow	9.59 Ha
	Biennial conservation mow	3.9Ha
Phoenix Park	Amenity mow	3.94 Ha
	Linear path mowing (amenity)	6106 Meters of path
	Annual conservation mow	6.42Ha
Wombwell Wood	Amenity mow	0.05 Ha
	Linear path mowing (amenity)	2245 Meters of path

Please note: these figures are taken from the GIS system and must be used in conjunction with the maps provided and relevant site visits.

Quality standards

- Amenity grass mowing requires a post mown sward height of 50-60mm.
- Conservation grass mowing requires a post mown sward height of 100-120mm.
- The work site must be maintained and left safe and tidy from all contractor debris and work site activities, on leaving the work site and including completion of work.
- The work sites are located and marked on the Site Hazard and Constraints maps and appended diagrams. The amenity cut includes a 3 meter cut to either side of all tracks / footpaths as indicated on the attached maps, in addition to those areas marked as amenity grassland.
- The first cut is to be completed in late March / Early April (subject to change) as directed by Contract Manager. Thereafter cutting will be completed as per table 1a. These frequencies are weather dependent and more or less frequent cutting may be required as agreed with Contract Manager.
- After mowing, surfaces shall be even and neat in their general appearance and not show any of the following characteristics: scalping, ridging, ribbing, rutting, or long stalks. The type of machine to be used on any site MUST be suitable for the task being undertaken and must be capable of working safely taking into account the circumstances of the site.
- Strimming is required around all obstacles; these will include notice board posts, wooden bollards, low level barriers, metal gates, building walls, picnic benches, tables and large boulders. Strimmed areas are to be at the same standard as the mown areas. A map showing the current facilities per site are shown on the facilities map attached. Facilities do change in quantities / locations due to a variety of issues. The FWS will advise contractors of any changes, and an updated map will be provided annually.
- To prevent damage whilst strimming, an application of herbicide will be required at the base of selected signs and obstacles at the beginning of the season. The number and location of these will be outlined at the pre-commencement meeting and marked on the facilities map. Any herbicide to be utilised on Forestry Commission managed sites must be approved by the Beat Forester, prior to purchase.
- Grass cuttings from both the amenity and conservation cuts must remain on site evenly distributed over the surface of the cut grass. Roads, car parks and ditches within the forest area must remain free of cuttings.
- Ditches present within mowing areas are to be maintained by at least one cut per annum with a post mown sward height of no more than 100mm. Grass cuttings are not to be left in ditches but distributed evenly away at approximately 1 metre from the ditch edge.

- Weekend working is discouraged due to increased visitor numbers. Specific requests to mow at weekends can be discussed with the contract manager, but there are no guarantees this would be granted.
- The Forest Works Manager reserves the right to halt operations at any time.

Contractor to supply the Forestry Commission with a transfer note and written evidence detailing the disposal of waste after each litter pick.

Health and Safety

- The Contractor must attend a pre-commencement meeting where site hazards, work practices and standards will be discussed. This must be organised by the Contractor giving at least five days notice.
- All sites within the South Yorkshire Beat are frequently used by the public, therefore the contractor must manage to reduce the public's health and safety risk during your mowing, spraying and litter picking operations onsite.
- For Health and Safety reasons the contractor MUST supply on an annual basis a schedule of proposed active operation dates. It is advised that this information is to be in the form of a timetable stating dates to satisfy the requirements of the mowing specifications. The Contract Manager MUST be informed of all active operation dates; any changes MUST also be communicated as soon as possible.
- The contractor must provide the Forestry Commission with copies of a **Risk Assessment, Method Statement, Site Safety Rules, Lone Working Procedure, Lone Working Risk Assessment, Emergency Plan** and **Public Liability Insurance** to a minimum cover of £5million, prior to commencement of work.
- For any assistance while working near electric power lines The Contractor is to contact a local Central Networks representative.
- It is the Contractors responsibility to erect warning signs at each work site; all signage is to conform to BS5378.

Safety standards

In reference to the terms and conditions within contract number **FM 71/12** competency certificates are required for this work. Each operator must also hold the appropriate unit for the application being used. Required competency certificates are listed below:

- NPTC pesticide application.

The Contractor MUST supply examples of completed chemical calibration calculations to the Contract Managers.

Relevant AFAG guides available from the HSE website or from the Contract Manager on request are:

Hand tools: 201

Application of pesticides by hand held equipment: 202

Forest tractors: 501

Noise & Hearing Conservation: 801

Emergency Planning and First Aid: 802

Electricity at work: 804

Application of pesticides by hand-held equipment: 202

A Site Hazard and Constraints Map and associated key are appended to this schedule.

Environmental standards

- All procedural paper-works required regarding the use of pesticides on Forestry Commission land are to be completed and passed by the Forest Works Manager before the commencement of any pesticide operation.
- The contractor will be responsible for site pollution control measures and have evidence of completing a pollution control plan of equipment on site including a spill kit.

Output standards

The work site maybe monitored at any time by the Forestry Commission

Lots

This contract is available in the following lots as detailed in table 2, you may tender for one or more of the lots. Please indicate your preferred option in section 5.7

Table 2

<u>Lot</u>	<u>Sites</u>
1	Bentley and Brodsworth
2	Phoenix Park
3	Cudworth and Wombwell Wood
4	Dinnington and Kiveton

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.

4 Guidance notes for completing the ITT

4.1 Completing the ITT

Please answer every question. If the question does not apply to you, please write N/A. If you do not know the answer please write N/K.

Warning: Please note that if you answer N/A or N/K to any question, we may reject your submission in full and will not evaluate any further questions.

4.2 Supporting documents

To make the process straightforward, you do not need to provide supporting documents, such as accounts, certificates, statements or policies with your tender unless specifically requested to do so. However, we may ask you for these later. You may also be asked to clarify your answers or provide more details.

Your organisation will only be evaluated based on the information in your tender. Note that if you do not mention any 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.

4.3 Costs

All costs associated with taking part in this process remain your responsibility. We will not return any part of your completed tender to you.

4.4 Right to cancel or vary the process

We reserve the right to cancel or withdraw from the selection and evaluation process at any stage.

4.5 Confidentiality

You must treat all information we supply to you in confidence and do not disclose it to third parties, unless you need to obtain sureties or quotations for submitting your response.

The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes

commitments about public expenditure, intended to help achieve better value for money.

As part of the transparency agenda, the Government has made the following commitments for procurement and contracting, note procurement is devolved to the Welsh and Scottish Administrations, so some of these requirements are not UK-wide at this time.

- a) All new central government tender documents for contracts over £10,000 are to be published on a single website from September 2010, and this information will be made available to the public free (except for contracts concluded in Scotland or Wales exclusively).
- b) New items of central government spending over £25,000 to be published online from November 2010.
- c) All new central government contracts with a value greater than £10,000 are to be published in full on a single website from January 2011, and this information will be made available to the public free (except for contracts concluded in Scotland or Wales exclusively).

Bidders and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new government contract, as a public sector organisation, we will publish that contract. In some circumstances, some information will be made unreadable before they are published so we comply with existing law and for protecting national security.

As part of the tendering process, when submitting your bids, you should identify which pieces of information you regard as being sensitive and would not want published. We will then assess this information (along with the rest of the contract) against the exemptions set out by the Freedom of Information Act when considering which contractual information should or should not be published.

4.6 Consortia arrangements

If you are bidding as a consortium, you must provide the following information:

- full details of the consortium; and
- the information sought in this ITT for each of the consortium's constituent members as part of a single complete response.

You should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex. If as a consortium you are not proposing to form a corporate entity, please provide full details of alternative proposed arrangements in the Annex. However, please note we reserve the right to require a successful consortium to form a single legal entity under Regulation 28 of the Public Contracts Regulations 2006.

We recognise that arrangements about consortia may (within limits) be subject to future change. You should therefore respond in the light of current arrangements. We remind you that you must tell us about any future proposed change to your consortia so we can make a further assessment by applying the selection criteria to the new information you provide.

4.7 Sub-contractors

Where you propose to use sub-contractors, please give all information we ask for about the prime contractor. Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, showing which member of the supply chain will be responsible for the elements of the requirement.

We recognise that arrangements about sub-contracting may change. However, you need to remember that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect your ability to proceed with the procurement process or to provide the goods and, or, services.

4.8 Tender validity

All details of the tender, including prices and rates, must be valid for 60 days from receipt of tender.

4.9 Language

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

4.10 Applicable Law

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

4.11 Pricing

All prices will be in sterling and exclusive of VAT.

4.12 Additional costs

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

4.13 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.

4.14 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.

4.15 Contract management

If we award a contract, you will have to co-operate in managing the contract, and comply with the contract management requirements, as detailed in the Statement of Requirements at Section 3.

5 Evaluation

5.1 Evaluation

We will evaluate responses to the tender objectively using the evaluation matrix at Section 10.

5.2 Gateways

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

If you do not answer these questions appropriately, we may reject your submission in full and will not evaluate any more questions.

5.3 Specific questions

To make sure the relative importance of the questions is correctly reflected in the overall scores, we have applied a weighting system to each section of the tender.

The marks allocated for each question will be multiplied by the relevant weighting as shown for each section.

5.4 Award

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

5.4.1 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. We provide a formal debrief within 15 calendar days of receiving a request.

o Evaluation matrix

Section	Title	Weight	Agreed Marking Criteria
A	Form A – Organisation and Contact Details	Mandatory	Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.
A	Form B – Grounds for Mandatory Rejection	Pass/Fail	If you answer 'Yes' to any questions relating to mandatory rejection, you will fail this section and your submission will not be evaluated any further.
A	Form C – Grounds for Discretionary Rejection	Pass/Fail	If you answer 'Yes' to any questions relating to discretionary rejection you may fail this section. however we will look for information from you that clearly indicates that any past conduct or problem has been resolved and that steps have been taken to prevent its recurrence. If we are satisfied that this is the case, you will pass this section.
B	Financial	Pass/Fail	You must be able to provide at least one of the items of financial evidence set out in section B. The key objective is for us to analyse your financial position and determine the level of risk that it would present to us – having regard to the requirement and value, criticality, and the nature of the market.
C	Health and Safety	Pass/Fail	You must provide the information we have requested in Section C.
D	Insurance Details	Pass/Fail	You must have the required levels of insurance as requested in section D. If you do not have these, you must confirm that you will put them if successful, before the contract start date. If you do cannot confirm this, you will fail this section.
E			The following evaluation system will be applied: 0 – No response or totally inadequate
E1	If successful, how would your company benefit the economy of the South Yorkshire area during the lifetime of the contract?	40%	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 statement of requirements, but have not given information or detail on how they will do this.

			<p>2 – Some Reservations/Constraints</p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant</p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements</p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract.</p>
F	Pricing Schedule	60%	A weighted average based pricing model will be used to allocate scores against prices. This involves calculating the weighted average price and then allocating scores in proportion to this weighted average.
G	Terms & Conditions	Pass/Fail	You must accept our terms and conditions. We will discuss any issues you highlight before any award.
H	References	Pass/Fail	You must provide references relevant to the subject of this contract. You should provide the number of references shown in Section H. We will consider accepting a lower number depending on how long you have been in business. When checking references, we will be looking to confirm that the contract has been carried out on time, to budget and to specification.
I	Declaration	Pass/Fail	Signed declaration provided with no exceptions identified.
J	Certificate of Bona Fide Tender	Pass/Fail	Signed certificate provided with no exceptions identified.

5.6 Your response

In order to submit a bid for this requirement you must complete and return the following sections to the address detailed at Section 2.4 by the time and date detailed in the timetable at Section 2.1.

Lots

Part A – Form A: Organisation and Contact Details

Part A – Form B: Grounds for Mandatory Rejection

Part A – Form C: Grounds for Discretionary Rejection

Part B – Financial

Part C – Health and Safety

Part D – Details of Insurance Policies

Part E – Specific Questions

Part F – Pricing Schedule

Part G – Terms & Conditions of Contract

Part H – References and evidence of work of a similar nature

Part I – Declaration

Part J – Certificate of Bona Fide Tender

Part A – Form A - Organisation and Contact Details

Weighting: Completion of this Section is mandatory		
Organisation Details		
	Question	Your Answer
A1	Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted).	
A2	Registered office address.	
A3	Company or charity registration number.	
A4	VAT Registration number.	
A5	Name of immediate Parent Company.	
A6	Name of ultimate Parent Company.	
A7	Type of organisation.	i) a public limited company
		ii) a limited company
		iii) a limited liability partnership
		iv) other partnership
		v) sole trader
		vi) other (please specify)
A8	How many staff does your organisation (including consortia members and named sub-contractors where appropriate) employ relevant to the carrying out	

Weighting: Completion of this Section is mandatory			
Organisation Details			
	Question	Your Answer	
	of services and, or, delivery of goods similar to those required under this contract?		
A9	Total number of employees employed by your organisation. (Including Directors, Partners, Apprentices, Trainees etc.)		
A10	Length of time your business has been operating.		
A11	Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include freemasonry, membership of societies, clubs and other organisations, and family.	No	Yes
		If you have answered "YES" please give details.	
A12	Consortia and sub-contracting.	a) Your organisation is bidding to provide the services required itself	
		b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
		c) The potential Provider is a consortium	
<p>If you answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.</p>			

Contact Details – Contact details for enquiries relating to this process

A13	Name	
A14	Address, including country and postcode	
A15	Phone	
A16	Mobile	
A17	Email	

Questions below for completion by Non UK Business Only

A18	<p>Registration with professional body.</p> <p>Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state</p>	
A19	<p>Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this.</p>	

Part A – Form B – Grounds for mandatory rejection

Important Notice:

In some circumstances we are required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	
(b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);	
(c) the offence of bribery;	
(d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:	
(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 and the Theft Act 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	
(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and	

Contract-Open ITT

the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	
(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;	
(e) money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	
(f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

Part A – Form C – Grounds for discretionary rejection

Important Notice

We are entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further.

If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by us when considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Please state 'Yes' or 'No' to each question.

Is any of the following true of your organisation?	
<p><u>being an individual,</u></p> <p>is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors, or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;</p>	
<p><u>being a partnership constituted under Scots law,</u></p> <p>has granted a trust deed, or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or</p>	
<p><u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u></p> <p>has passed a resolution, or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?</p>	

Contract-Open ITT

Has your organisation	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	
(b) committed an act of grave misconduct in the course of your business or profession;	
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006; or	
f) Has your organisation and, or, any or your contractors had a gangmasters licence refused or revoked for any reason in the past?	

Part B – Financial

Economic and Financial Standing Regulation

Weighting: This is a Gateway Section (Pass/Fail)			
B1	What was your turnover in each of the last two financial years (if you are a consortium please state aggregated turnover)?	£..... for year ended --/--/--	£..... for year ended --/--/----
B2	Please provide one of the following set out below:		
	A copy of your audited accounts for the most recent two years.		
	A statement of your turnover, profit and loss account and cash flow for the most recent year of trading.		
	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.		
	Alternative means of demonstrating financial status if trading for less than a year.		

Part C – 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/>.

General health and safety questions

	Question	Yes	No
1	Does your organisation have a written Health and Safety Policy?		
<p>Note: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.</p>			
2	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. From your answer we will decide whether the training is appropriate or required for this contract.		
3	<p>Please provide details of how you manage health and safety at work. Your responses should include:</p> <ul style="list-style-type: none"> • basic statement on safety awareness; • organisational structure; • nominated advisor or consultant for health and safety; • use of supervisory visits; • use of AFAG checklists; • processes you have to make sure staff are up to date on health and safety requirements; and • details of how you monitor this. 		

Contract-Open ITT

4	Please provide details of any Improvement or Prohibition Notices or Prosecutions served by the Health and Safety Executive, and explain what improvements you have made to make sure they do not reoccur. Your responses should include evidence of lessons that you have learned and acted on.

Risk assessment

6	<p>Please provide examples of the risk assessment process you have applied in previous contracts of a similar nature to this requirement. Please provide copies of the following if relevant to the contract:</p> <ul style="list-style-type: none"> • emergency plans; • lone working procedures; • previously completed AFAG Guides and checklists; and • records of inspection and testing of machinery and electrical equipment. <p>The process should follow the HSE process or similar and you should provide all the relevant documents we ask for.</p>
7	<p>Please provide examples of the method statements you have applied in previous contracts of a similar nature to this requirement, and explain how you have linked these to the risk assessment. Please provide examples which show that in previous contracts you have produced method statements detailing how you will carry out the work and you have based these on your risk assessments.</p>

Health and safety advice

8	How does your organisation obtain competent health and safety advice? (Either within the organisation or externally)? Please show us you have the following or equivalent: internal safety officers, consultants, appointed person in the organisation responsible for health and safety.

Competence and qualifications

10	Do the employees, contractors and, or, sub-contractors who will deliver the contract if successful hold the following qualifications or certification for the following?		
		Yes	No
	Pesticides		
	First aid		
	Forestry machines		
	Agricultural machines		
	Add any other required qualifications or certificates.		
		Yes	No
11	Do the employees who will deliver the contract, if successful, receive relevant update training?		

12	Please provide details of the relevant update training that you provide to the employees who will deliver the contract. From your answer we will evaluate whether the level and frequency of training is appropriate.

Accident records and reporting

13	How does your organisation make sure you learn from incidents or accidents and change your working practices as necessary? Please provide examples. You must provide evidence that you have a process to record accidents.
14	How does your organisation ensure it reports under RIDDOR, where this is required? Your response should demonstrate recognition of RIDDOR reportable categories and timescales.

Working with sub-contractors

15	Please provide details of your selection process for sub-contractors either with the Forestry Commission or other organisations. This selection process should include assessment and review of their approach to risk assessment, competence and qualifications, and accident reporting and recording.

Part D – Details of insurance policies

Weighting: This is a Gateway Section (Pass/Fail)				
You must either confirm that you have these levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.				
Insurance Policy	Indemnity Value (£)	Yes	No	Will secure if successful
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £5m per claim			
Plant Insurance The FC being a government body does not carry insurance. Please give an undertaking that all plant supplied will be insured to cover all eventualities and that any additional premium is included in the rate supplied				
If you do not undertake to secure the stated levels of insurance, we will not consider your submission.				

Part E – Specific Questions

	Question	Weight %
E1	If successful, how would your company benefit the economy of the South Yorkshire area during the lifetime of the contract?	40%

Part F – Pricing schedule

		Weight %
F1	Please provide details of your pricing in the schedule provided	60%

Ref	Description	TOTAL Price per cut (£)
Lot 1	a) Bentley amenity cut	£0.00
	b) Bentley annual conservation cut	£0.00
	c) Brodsworth amenity cut	£0.00
	d) Brodsworth annual conservation cut	£0.00
	e) Brodsworth biennial conservation cut	£0.00
Lot 2	f) Phoenix Park amenity cut	£0.00
	g) Phoenix Park annual conservation cut	£0.00
Lot 3	h) Cudworth Common inc Ferrymoor Flash amenity cut	£0.00
	i) Cudworth Common annual conservation cut	£0.00
	j) Cudworth Common biennial conservation cut	£0.00
	k) Wombwell Wood amenity cut	£0.00
Lot 4	l) Dinnington amenity cut	£0.00
	m) Dinnington annual conservation cut	£0.00
	n) Kiveton amenity cut	£0.00
	o) Kiveton annual conservation cut	£0.00

Contract-Open ITT

	p) Kiveton biennial conservation cut	£0.00

Please note:

You must provide prices for each Lot individually. If you wish to also offer an alternative bid (e.g. an offer is dependent on getting two or more Lots) you must make this clear on your price schedule

Part G - Terms and conditions of contract

This ITT, and any contract arising from it, will be subject to our terms and conditions for operational contracts, a copy of which is enclosed.

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

		Yes	No
G1	Do you accept the FC's Terms and Conditions of Contract as detailed above?		
G2	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.		

Part H – References and evidence of previous work of a similar nature

Weighting: This is a Gateway Section (Pass/Fail)	
	<p>Please provide details of up to three contracts from either or both the public or private sector, that are relevant to our requirement. Contracts for the supply of goods or services should have been performed during the past three years. Works contracts may be from the past five years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them).</p> <p>Note that where possible referees should not be linked to the FC and that we may contact your referees without telling you again.</p>
H1	Reference 1
	Organisation name:
	Customer contact, name, phone number and email
	Contract Start date, contract completion date and contract value
	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.
	Reference 2
	Organisation name:
	Customer contact, name, phone number and email
	Contract Start date, contract completion date and contract value

Contract-Open ITT

<p>Brief description of contract (max 150 words) including evidence as to your technical capability in this market.</p>	
<p>Reference 3 Organisation name:</p>	
<p>Customer contact, name, phone number and email</p>	
<p>Contract Start date, contract completion date and contract value</p>	
<p>Brief description of contract (max 150 words) including evidence as to your technical capability in this market.</p>	
<p>If you cannot provide at least one example, please briefly explain why (100 words max)</p>	

Part I – Declaration

Weighting: This is a Gateway Section (Pass/Fail)

I declare that to the best of my knowledge the answers submitted in this ITT are correct. I understand that the information will be used in the process to assess my organisation's suitability to be invited to tender for the Authority's requirement and I am signing on behalf of my organisation. I understand that the Contracting Authority may reject this ITT if there is a failure to answer all relevant questions fully or if I provide false or misleading information

Name:

Date:

Signature:

Capacity or Title:

For and on behalf of:

Part J – Certificate of *bona fide* tendering

Weighting: You must complete this section.

Tender No: FM 71/12
Due for Return by: 5th March 2012 / 16:00
Subject: Mowing Tender – South Yorkshire

The essence of selective tendering is that the Forestry Commission will receive *bona fide* competitive tenders from all those tendering. In recognition of this principle, we certify that this is a *bona fide* tender, intended to be competitive, and that we 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. We 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.

Signature: _____ Date: _____

Name: _____ Position: _____

Signed for and on Behalf of: _____

Address: _____

Contact Tel: _____ Email: _____