

# **Invitation to Tender for**

Weed Control West England  
District West Beat

**Contract No:** 317/016/12

**OJEU Ref:**

## 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](http://www.forestry.gov.uk)

## 1 Type and term of contract

We will be awarding a contract for the supply of Chemical Weed Control in the West England District on West Beat.

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, - three years in total.

The total value of this contract over the entire period, including any extension options, will be in the region of £65,000.

## 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	w/c 30 January 2012
Date(s) of site visits by bidders to FC site	By prior appointment with the Beat Forester
Closing date and time for enquiries	10 February 2012
<b>Tender Return Date and Time</b>	2pm on 09 March 2012
[ ]	[ ]
Expected Notification of Intent to Award	w/c 12 March 2012
[ ]	[ ]
Expected Start Date	02 April 2012

## 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:

Kath Knight – [kath.knight@forestry.gsi.gov.uk](mailto:kath.knight@forestry.gsi.gov.uk)

To arrange a site visit please contact the Beat Forester David Sykes  
e-mail - [dave.sykes@forestry.gsi.gov.uk](mailto:dave.sykes@forestry.gsi.gov.uk) or write to:

Forestry Commission, Bank House, Bank Street, Coleford GL16 8BA |

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** | Weed Control 317/016/12 | **Not to be opened until** | 2pm on 09 March 2012'.

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

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Send completed tender documents to the following address:

Forestry Commission, Bank House, Bank Street, Coleford GL16 8BA

## 3 Statement of Requirements

We intend to award a contract for Chemical weed control at various sites on West Beat in West England District.

### General

1. All chemicals specified in the tender documents will be supplied by the Contractor and included in the price per hectare.
2. When pricing this tender, all aspects of the operation should be considered and included in the price; fuel, differing terrain etc
3. The Contractor and any Sub-Contractor must hold a current NPTC spraying certificate of competence covering units PA1 and PA6.
4. The Contractor must hold a First Aid at Work Certificate.
5. All chemical applications on restock sites must be completed by end of June 2012.

### Specific Requirements

The work will include:

- The application of Glyphosate, Roundup Pro Biactive & Timbrel as a post-planting spot and/or band spray depending on the level and type of weed competition for the control of grasses, broadleaved weeds and woody weeds.
- The application of Glyphosate applied as a pre-planting treatment for the control of grasses, broadleaved weeds, woody weeds or bracken.
- To apply Timbrel to control Japanese Knotweed on a number of small scattered sites, up to twice a year and on some three times per year.

Application rates may be subject to change depending on severity of infestation and how late or early during the season it is sprayed.

These factors are to be discussed and confirmed with the relevant Beat Forester prior to starting work.

Specification

<b>West Dean Beat</b>			
<b>Cptmts and location</b>	<b>Ha (net)</b>	<b>Treatment and method</b>	<b>Application rate</b>
Russells Enclosure 536b SO623102	7.8	Glyphosate spot	3.0ltr/ha
522d Upper Whitelea Green	4.2	Glyphosate spot	3.0ltr/ha
525c Upper Whitelea Green	8.9	Glyphosate spot	3.0ltr/ha3.0ltr/ha
537a Burnt Log	13.4	Glyphosate spot	3.0ltr/ha
Cockshoot 271c SO640074	1.8	Glyphosate spot	3.0ltr/ha
272e	2.2	Glyphosate spot	3.0ltr/ha
272f	1.8	Glyphosate spot	3.0ltr/ha
Viney Hill 289e/g (SO608118)	2.6	Glyphosate spot	3.0ltr/ha
Ashwell Grove 37b SO563993	2.7	Glyphosate spot	3.0ltr/ha
38c	0.9	Glyphosate spot	3.0ltr/ha
Ninewells Bottom 161a SO583127	6.8	Glyphosate spot	3.0ltr/ha
Nagshead 137a Howlers Slad SO595113	3.4	Glyphosate spot	3.0ltr/ha
133b Purples	2.0	Glyphosate spot	3.0ltr/ha
133a Purples	3.7	Glyphosate spot	3.0ltr/ha
118c Birchill Enclosure	2.6	Glyphosate spot	3.0ltr/ha
Sallow Vallets 167d Ruddle Marsh SO607142	2.4	Glyphosate spot	3.0ltr/ha
167f Ruddle Marsh	1.5	Glyphosate spot	3.0ltr/ha

164h Ruddle Marsh	0.2	Glyphosate spot	3.0ltr/ha
Reddings 572 d,e SO548128	5.1	Roundup spot/band	3.0lt/ ha
Reddings 586a, 577 c	6.0	Roundup spot band	3.0lt/ha
HaughNorth 4416B SO592366	1.0	Roundup Spots around tubes	3.0lt/ha
Highmeadow 561a SO541125	8.0	Roundup spot	3.0lt/ha
Japanese knot weed - Sites various	2.0	Timbrel - overall	2.0ltr/ha

### Geographical Area

All sites are located within West Beat in West England Forest District. Maps of the various sites are available on request from the Coleford Office.

### Special Conditions

**The standards and conditions under which work under this contract must be completed include:-**

- Product label approval or off-label approval.
- The time and weather conditions in which the herbicide is applied must comply with label
- Legislation - The Food and Environment Protection Act 1985 & The Control of Pesticides Regulations 1986
- Codes of practice - Provisional Code of Practice for the Use of Pesticides in Forestry and Code of Practice for the Safe Use of Pesticides for non-agricultural Purposes
- Industry best practice guidelines - The Use of Herbicides in the Forest FC Field Book 8 and AFAG 202 guides.
- Current guidelines regarding the use of herbicides around watercourses – FC booklet “Forests and Water” forth edition.
- Legal requirement – Compliance with the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations

2007.

FC staff may on occasion ask for the Contract holder to produce evidence that these guidelines are being followed eg. AFAG checklists.

### **Safety Standards:**

Contractors must comply with the new **First Aid at Work Policy** which came into effect January 2012.

**Relevant AFAG Guides and Forestry Commission Safety Standards for this operation available from the Forest District Office on request are:**

- AFAG 202 – Application of pesticides  
by hand-held equipment
- AFAG 201 – Hand weeding
- AFAG 802 – Emergency Planning

### Contract Management Requirements

#### **Risk Assessment:**

A site meeting must take place between the Contractor and the Forestry Commission Supervisor prior to work commencing. The risks associated with this operation will be identified and a written risk assessment agreed between the Forestry Commission (the Landowner) and the commissioner of work (forestry works manager). Appropriate controls to minimise the identified risks will be recorded. The responsibilities of those on site associated with the operation will also be identified and recorded.

#### **Pollution:**

A pollution control kit will be maintained suitable for the control of any spillage. Any spillage must be reported to the District Office.

#### **Environmental Standards:**

No damage to any nesting bird or burrowing animal. The contractor will take every care to prevent pollution of water courses and will bring all water required to site. The West of England District Office will be immediately contacted on 01594 833057 should and potential pollution incident occur as part of this contract.

#### **Quality Standards:**

All work to be completed to the satisfaction of the Beat Forester. Careless chemical damage to crop trees will not be acceptable. Chemically killed crop trees will be replaced at the expense of the contractor

#### **Service Levels:**

Forestry Commission to be kept informed of work programme.

All work associated with this contract will be completed between 1/4/2012 and 31/5/2012 with deadlines for individual sites agreed with the Beat Forester

**Services Start Date:** 2/4/2012

**Termination Date or duration of Services:** 31/3/2013

**Premises:** West of England FD

**Location:** West Dean Beat

**Contact details for service of notices under Contract (including email address):**

Forestry Commission, Bank House, Bank Street, Coleford, Glos GL16 8BA

Tel: 01594 833057 Fax: 01594 833908

Email: [Dean@forestry.gsi.gov.uk](mailto:Dean@forestry.gsi.gov.uk)

*Contractors Details:*

Tel:

Mobile:

**Payment details/terms:**

An invoice for 80% of the value of the work should be submitted following treatment. Payment of the outstanding 20% will be on submission of an invoice for the remaining 20% that should be submitted six weeks after the date of the first invoice.

Payment of the outstanding 20% balance will depend upon the effectiveness of the weed control achieved, **without damage to crop trees**. The Forestry Commission reserves the right to retain all or part of this payment at its own discretion in the event of unsatisfactory weed control or crop damage.

**For each site** the invoice must detail the herbicide applied, the rate of application, the date of application, the operators name, the number of hours worked, the sub-compartment number of the site, the area treated (net ha) and the quantity of herbicide applied.

Any invoice with information missing will be returned to the Contractor for resubmission.

Sustainability Requirements

We require a Contractor who can provide a sustainable solution throughout the life of the contract. The successful contractor will be expected to work with the Forestry Commission to improve the sustainability of this service. This might include (but is not limited to) reducing carbon emissions through initiatives which reduce fuel consumption, energy usage and waste.

**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.

- 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).
- New items of central government spending over £25,000 to be published online from November 2010.
- 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 30 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 5.5.

### 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

#### 5.4.2 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.

## 5.5 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	<u>Specific Selection Questions</u>	<u>Weight</u>	The following evaluation system will be applied: <b>0 – No response or totally inadequate</b>
E1	Past Experience	20%	No response or an inadequate response.
E2	Method Statement	10%	<b>1 – Major Reservations/Constraints</b>
E3	Vulnerable Species	5%	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.
E4	Timescales	5%	

			<p><b>2 – Some Reservations/Constraints</b></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><b>3 – Fully Compliant</b></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><b>4 – Exceeds Requirements</b></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%	The lowest bid is given the maximum score. the score for other bids is determined by dividing the lowest bid by that bid and multiplying by the maximum score
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.

[ ]

**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**

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## Part A – Form A - Organisation and Contact Details

<b>Weighting: Completion of this Section is mandatory</b>		
<b>Organisation Details</b>		
	<b>Question</b>	<b>Your Answer</b>
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	[ ]

<b>Weighting: Completion of this Section is mandatory</b>			
<b>Organisation Details</b>			
	<b>Question</b>	<b>Your Answer</b>	
	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.	<b>No</b>	<b>Yes</b>
		[ ]	[ ]
		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><b>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.</b></p>			

<b>Contact Details – Contact details for enquiries relating to this process</b>		
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.

<b>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?</b>	<b>Answer</b>
(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	

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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>(a) <u>being an individual,</u> 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>   </p>
<p>(b) <u>being a partnership constituted under Scots law,</u> 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>   </p>
<p>(c) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> 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>	<p>   </p>

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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

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>			
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?	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Note:</b> 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.	<input type="text"/>	
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"> <li>• basic statement on safety awareness;</li> <li>• organisational structure;</li> <li>• use of supervisory visits;</li> <li>• use of AFAG checklists;</li> <li>• processes you have to make sure staff are up to date on health and safety requirements; and</li> <li>• details of how you monitor this.</li> </ul>	<input type="text"/>	

4	<p>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.</p>
5	<p>Please provide details if your organisation has been prosecuted or issued with an Improvement Notice or Order by the Environment Agency, Scottish Environmental Protection Agency, National Rivers Authority, a Local Authority, or any other enforcement body responsible for protecting the environment (including a Planning Authority for a breach of Planning Control).</p> <p>Your responses should include evidence of lessons that you have learned and acted upon.</p>

## 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"> <li>• emergency plans;</li> <li>• lone working procedures;</li> <li>• previously completed AFAG Guides and checklists; and</li> <li>• records of inspection and testing of machinery and electrical equipment.</li> </ul> <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.
9	Please provide details of any safety organisations you belong to, for example RoSPA, IOSH etc. This is for our information only.

## 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? Add or delete as appropriate.		
		Yes	No
	Pesticides – NPTC spraying certificate of competence – Units PA1 and PA6.		
	First aid – Emergency First Aid at work certificate.		
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.
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### 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

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>				
<b>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.</b>				
<b>Insurance Policy</b>	<b>Indemnity Value (£)</b>	<b>Yes</b>	<b>No</b>	<b>Will secure if successful</b>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Liability	Min £5m per claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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				
<b>If you do not undertake to secure the stated levels of insurance, we will not consider your submission.</b>				

## Part E – Specific Questions

	<b>Question</b>	<b>Weight %</b>
<b>E1</b>	<p>Provide details of your experience of pesticide application on restock sites in a forest situation.</p> <p>Your answers must include relevant examples of your past experiences and where you refer to work carried out on behalf of an individual or organisation include them as one of your referees in Part H.</p>	20%
	<b>Question</b>	<b>Weight %</b>
<b>E2</b>	<p>Please provide a detailed method statement describing how you propose to deliver the services required under this contract within the timescale quoted ie 1 April 2012– 31 May 2012</p>	10%

	<b>Question</b>	<b>Weight %</b>
<b>E3</b>	Provide details of how you would ensure that vulnerable species are not damaged and targeted treatment is effective.	5%
<b>E4</b>	Provide details of how you would accommodate additional /extra work during the spraying season.	5%

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## Part F – Pricing schedule

		<b>Weight %</b>
<b>F1</b>	<p><b>Please provide details of your pricing in the schedule provided</b></p> <p>The price will be the cost of treatment per net ha <b>including</b> the cost of the herbicide that should be detailed separately on any invoices.</p>	60%

<b>Ref</b>	<b>Description</b>	<b>Price (£)</b>
	Pre-Plant Spraying	
	Glyphosate – spot spraying £ / net ha.	
	Timbrel – Overall spraying Japanese Knotweed £/net ha.	

## 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 Services], 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?	<input type="checkbox"/>	<input type="checkbox"/>
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

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>		
	<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	[

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<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: | |

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Date: | |

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Signature: | |

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Capacity or Title: | |

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For and on behalf of: | |

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## Part J – Certificate of *bona fide* tendering

### **Weighting: You must complete this section.**

Tender No:                    317/016/12  
Due for Return by:         10/3/12  
Subject:                       Weed Control – West England

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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: \_\_\_\_\_