

# **Invitation to Tender for**

## **SSSI Wetland Restoration Works in the New Forest**

**Framework No: 304/HLS/15/1114**

# 1 Introduction

FC England, South England Forest District, will be awarding a framework agreement for wetland restoration works throughout the New Forest. In 2010 the Verderers of The New Forest were awarded a Higher Level Stewardship Scheme (HLS) worth £19 million of European and UK money for the New Forest over a ten- year period.

The New Forest is a recognised Site of Special Scientific Interest (SSSI) the entire New Forest area is divided into individual SSSI units which have been individually assessed by Natural England. A number of SSSI units have been classified as being in 'unfavourable' condition. One of the key objectives of the New Forest HLS Scheme is to change the remaining unfavourable SSSI units to favourable condition, the funding from the (HLS) Agreement – The Verderers of the New Forest agreement number AG00300016 will enable this to be achieved. The Forestry Commission are now seeking to renew their wetland restoration contract to continue works to restore these 'unfavourable' habitats in a time-bound programme of work as safely and effectively as possible and at optimum value.

Because the New Forest supports some of the most important and rare wetland habitats in Europe this HLS funding will continue to safeguard an area that is recognised as being of outstanding importance for nature conservation in both the UK and Europe due to the size, quality and complex mosaic of habitats.

The past management actions of straightening and deepening rivers and creating drainage ditches have resulted in substantially increased erosion, with no seasonal inundation of the grassland and woodland habitats.

In the late 1990s, the FC embarked on a programme of SSSI habitat restoration. Part of this work was focussed on restoring 'lost' meanders, raising bed levels and infilling the redundant drainage channels. The results are more natural, slower flowing river systems that now have the ability to overflow onto their floodplains.

In order to be able to undertake this work, the FC has had to gain the approval and trust of stakeholders, which it maintains through the delivery of successful sensitive habitat restoration and the conversion from 'unfavourable' to 'recovering' condition of a number of sites each year.

We, the FC, will always consider equality when conducting our procurement activities. We require you to meet your duties under the Equality Act 2010 and may ask for evidence that you are aware of and operate in accordance with those requirements.

More information is available on our website at [www.forestry.gov.uk](http://www.forestry.gov.uk)

## 2 Type and term of agreement

We will be awarding a framework agreement for **SSSI Wetland Restoration Works** in the New Forest, part of the South England Forest District.

Our intention is to award framework agreement with **3** contractors to deliver the programme of SSSI restoration work for a period of **4 years** from the 5<sup>th</sup> May 2015.

The restoration of some of the sites might be dependent on the outcomes of surveys, restoration plan approval from our stakeholders, watercourse consents and planning permission.

A **break point** will be available within the Framework Agreement at **the end of Year 1**, at which time we will decide on whether the Framework Contract will continue.

The decision on whether to use the break point available will be at our discretion and we will base it on the following factors: quality, performance and budget availability.

## 3 Timetable, enquiries & returning bids

### 3.1 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.

<b>Stages</b>	<b>Dates</b>
Issue ITT Document	<b>13<sup>th</sup> January 2015</b>
Bidder Briefing Dates	<b>23<sup>rd</sup> and 24<sup>th</sup> February 2015</b>
Closing date and time for enquiries	16:00 on <b>Thursday 5<sup>th</sup> March 2015</b>
<b>Tender Return Date and Time</b>	<b>13:00 on Monday 9<sup>th</sup> March 2015</b>
Expected Notification of Intent to Award	23 <sup>rd</sup> March 2015
End of Standstill Period	13 <sup>th</sup> April 2015
Expected Start Date	<b>5<sup>th</sup> May 2015</b>

### 3.2 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 further explore the information you have provided in your submission.

### 3.3 Bidder briefing day

Bidders are invited to attend one of our Bidder Briefing events to help them understand more about the requirements of this framework. The Briefings will take place on the dates specified in the timetable at Section 3.1 above and bidders should contact the person named at 3.4 to confirm their attendance and receive further details.

### 3.4 Enquiries

Please send all enquiries in writing or by email, by the deadline stated at Section 3.1, quoting the framework agreement number printed at the front of this document to:

Forestry Commission, The Queen's House, Lyndhurst SO43 7NH

e-mail: [contract.southern@forestry.gsi.gov.uk](mailto:contract.southern@forestry.gsi.gov.uk)

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

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

### 3.5 Return arrangements

Please return your completed tender as:

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

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

We must receive your completed tender before the closing time shown in the Timetable at Section 3.1. 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 SSSI Wetland Restoration Framework– Not to be opened until 13:00 on MONDAY 9<sup>th</sup> March 2015**'.

Submissions may be excluded if you do not mark the envelope in this way. Send completed tender documents to the following address:

**Forestry Commission, The Queen's House, Lyndhurst SO43 7NH**

## 4 Statement of Requirements

We intend to award a framework agreement for wetland restoration works throughout the Forestry Commission estate in the New Forest (South England Forest District). Our intention is to award this framework agreement for a period of four years.

The estimated total value of the framework is in the region of £3,640,000 for the duration of the agreement.

The conditions of contract will be the **NEC3 Engineering and Construction Short Contract (April 2013)** and any additional conditions included with this tender.

A framework is an agreement with one or several providers. It sets out the general terms and conditions under which specific purchases can be made as and when they are required. The formal framework agreement is formed when the customer places a call-off order against the framework requesting specific delivery of goods, services or works. A bidder can receive a call-off order directly, or may be asked to take part in a mini-competition with the other bidders on the framework.

This particular Framework Agreement will operate as follows:

A maximum of **3** contractors will be awarded a place on this framework agreement.

### **Framework Selection and Quotation Procedure**

When work is required it will be allocated as a "**Package Order**" to the appropriate framework contractor using one of the following methods:

Direct Award: The direct award procedure will be used to allocate the first 7 work packages required. The specifications and pricing for these initial work packages are incorporated as part of this tender exercise. Following the award of the framework, the framework contractor that offers the best value for each work package will be selected by combining the total specific award questions score from the tender (weighted 50%) with the specific price for that work package (weighted 50%). The highest scoring framework contractor will be initially offered the work package. However, several of the sites will be worked at the same time. Where the same contractor is identified for multiple work packages, their capacity to complete these will be reviewed. The Forestry Commission reserves the right the award work packages to the 2<sup>nd</sup> or 3<sup>rd</sup> placed contractor where the 1<sup>st</sup> placed contractor is unable to complete the works in the required timescales.

The direct award procedure will also be used to allocate small size ("snagging") restoration works during the life of the framework. These small pieces of work will typically be no more than £10,000. For these works we will initially approach the contractor ranked 1<sup>st</sup> based on their tender. Should the 1<sup>st</sup> contractor be unable to respond in the required timescale then the 2<sup>nd</sup> and 3<sup>rd</sup> will be approached in that order.

### Mini-Competition:

From Year 2 until the end of the framework agreement, mini-competitions will be run for specific sites on an annual basis. All framework contractors will be invited to submit a bid for each mini-competition. These will be evaluated on a combination of quality and price. The Forestry Commission will also review contractors' capacity to

undertake multiple work packages where several sites are to be worked at the same time. There is no maximum value to projects that could be procured via mini-competition.

The FC reserve the right to carry out mini competitions at any time throughout the frameworks contract term.

Please note, the Forestry Commission gives no guarantee as to the volume of work and is not bound to offer any work to framework contractors.

### 4.1 Typical Works to be Undertaken

The restoration works will be undertaken from May until October every year. The operations will be scheduled for each site according to the specific site constraints and to comply with relevant legislation and regulations (Habitat Regs, Countryside and Wildlife Act, etc.). The Works will also be dependent on weather and ground conditions.

The specification for the initial 7 Work Packages has been incorporated as part of this tender exercise. Bidders will be asked to quote for those works and their quotes will be part of the evaluation.

The 7 Works Packages are (please refer to **Appendix F – Maps**):

1. Harvestslade
2. Amberslade and Broomy
3. Pondhead
4. Cowleys
5. Picket Mire
6. Corbets Hat Mire, Woodcrates Mire and White Moor (Ma5)
7. Longbeech Mire

WORKS PACKAGE:	Area	Approx Value (£)	Estimated Timescale
1	Harvestslade	190,000	4-6 weeks August-October 2015
2	Amberslade & Broomy Inc	90,000	3-4 weeks May-July 2015
3	Pondhead	130,000	4 weeks July-September 2015

4	Cowleys	75,000	3 weeks August-October 2015
5	Picket Mire	20,000	2 weeks August-October 2015
6	Corbets Hat Mire, Woodcrates Mire White Moor	10,000	1 week May-July 2015 August-October 2015
7	Longbeech Mire	25,000	1 week July-October 2015

SSSI wetland habitat restoration works will be undertaken at specified locations in the New Forest.

It must be noted that the nature of the works is weather dependent and relies on suitable ground conditions, which are unpredictable. Depending on the sites, there will also be additional constraints due to the wildlife interest on that specific site, which will translate into specific windows of opportunities to undertake work in those areas (e.g. ground nesting birds).

The works will also depend on the granting of licences and consents (e.g. Approved Planning Application, Ordinary Watercourse Consent, Flood Defence Consent, Felling Licence, etc.)

Consequently, the works to be undertaken require flexibility and need a rapid response from the Contractor. The Forestry Commission will notify the Contractor who has been awarded the package order when work can start on the site.

A maximum response time of **5 working days** is required from the time of notification. This is due to the nature of the works and the reduced window of opportunity to carry out the programme.

The works will be described in the Package Orders, Restoration Plans and Works Statements for each site.

The typical works will include:

- Meander restoration (Works Statement 1 – WS1)
- Bed level raising / partial drain infill and narrowing using hoggin/rejects (Works Statement 2 – WS2)
- Bed level raising / partial drain infill and narrowing / drain infill using heather bales (Works Statement 3 – WS3)
- Complete drain infill (Works Statement 4 – WS4)
- Debris dam creation (Works Statement 5 – WS5)
- Ford construction (Works Statement 6 – SW6)

The **Generic Works Statements Specifications** for these works can be found in **Appendix A: Works Specification and Mitigation Measures**. Please refer to **Appendix D** for details of Technical Drawings.

Contractors should demonstrate that they can provide competence in all of the above, whether through their own direct employees or subcontractors.

### 4.2 Method of Measurement of Work

- Length of meander restored (as outlined in the Restoration Plans)
- Length of drain infilled (as outlined in the Restoration Plans)
- Length of channel bed level raised/narrowed (as outlined in the Restoration Plans)
- Length of side drains cleared/bed level raised/infilled (as outlined in Restoration Plan)
- Construction of debris dams
- Creation of vehicle and pedestrian fords
- Amount of aggregates: tonnes of hoggin, rejects, washed gravels and clay delivered to site (as outlined in the Restoration Plan)
- Hourly rates for machines and operatives
- An audit trail for amounts of materials used (e.g. invoices from suppliers)
- Satisfactory inspections by the contract manager/designer throughout the course of the works
- Provision of a completion certificate before invoicing.

### 4.3 Other Requirements

- Contractors must be able to demonstrate relevant experience of working in similar designated and sensitive environments.
- Contractors must be able to work on difficult ground conditions (soft/wet ground, steep crossfalls) such as might be encountered in the forest environment
- CDM Regulation requirements – appointed contractors will act as the Contractor unless the works are notifiable under the regulations in which case they will act as Principal Contractor.
- All plant operators must carry Construction Plant Competence Scheme (CPCS) or equivalent approved certification for each item of plant that they might be expected to operate. Where equivalent certification is held, contractors must explain how these meet the same standard as CPCS.
- All chainsaw operators must have the relevant City & Guilds Land Based Services (formerly NPTC) Certification, or equivalent, and be registered with Forest Industry Safety Accord (FISA).



- Contractors will be expected to meet with the FC Contract Manager and/or Designer on a regular basis to review performance.
- Contractors will be expected to adhere to conditions laid out in any Approved Planning Application documents (such as the Construction Environmental Management Plan and Biodiversity Statement within the Planning Statement).

### 4.4 Further Details

Please refer to the attached copy of the NEC3 Engineering and Construction Short Contract for full details of our specification requirements (see **Appendix B**).

#### 4.4.1. Constructionline

Constructionline is the UK Government's national pre-qualification register for contractors, consultants and material suppliers.

Bidders not registered with Constructionline are encouraged to do so. This will significantly reduce the amount of evidence and paperwork required from you during the tender process.

If your company is not registered on Constructionline and you wish to register, please contact: Business Development Manager Darren Lane at Constructionline on 07833483019 or [darren.lane@capita.co.uk](mailto:darren.lane@capita.co.uk). Please note that Constructionline requires full documentation to be submitted at least 10 days prior to the deadline closure for this tender.

If you are currently registered with Constructionline, please log on to Constructionline [www.constructionline.co.uk](http://www.constructionline.co.uk) to ensure that your registration is current and that you fulfil the criteria of this tender.

#### 4.4.2. Constructionline Work Categories Applicable to this Framework

The main applicable work category is Civil Engineering. Contractors that are not registered for this work category will also be accepted if they hold at least two of the following work categories:

- Civil Engineering Drainage/Pipework:
  - Drainage (Land)
- Civil Engineering General:
  - Civil Engineering & Civil Engineering (Design & Construct);
  - General Construction Work – Civil Engineering (Partnering)
- Civil Engineering – Landscaping / Sports:
  - Environmental Mitigation;
  - Land Clearance;

- Landscaping
- Civil Engineering – Piling / Groundworks:
  - Ground Stabilisation
- Civil Engineering – Roads & Bridges:
  - Traffic Management (Temporary)
- Mechanical – Mechanical Process:
  - Pumps

**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.**

## 5. Guidance notes for completing the ITT

### 5.1 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. Constructionline registered bidders **do not** need to complete Parts C-F.

**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.**

### 5.2 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 in the question. 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.

### 5.3 Costs

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

### 5.4 Right to cancel or vary the process

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

### 5.5 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.

## 5.6 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.

### 5.7 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.

### 5.8 Tender validity

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

### 5.9 Language

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

### 5.10 Applicable Law

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

### 5.11 Pricing

All prices will be in sterling and exclusive of VAT.

### 5.12 Additional costs

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

## 5.13 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.

## 5.14 Inducements

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

## 6 Evaluation

### 6.1 Evaluation

We will evaluate responses to the tender objectively using the evaluation matrix at Section 6.5.

### 6.2 Gateways

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

If any of these questions are not answered appropriately, we may reject submissions in full and will not evaluate any further questions.

### 6.3 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.

### 6.4 Award

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

#### 6.4.1 Standstill Period

We will apply a standstill period of 15 days minimum between the notification of intention to award, and the start of the framework agreement.

#### 6.4.2 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.

## 6.5 Evaluation matrix

Section	Title	Weight	Agreed Marking Criteria
A	Lots	N/A	You must provide the requested information in relation to the lots you are bidding for, and any preferences where your capacity permits you from taking on all lots you are bidding for.
B	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. If you provide your Constructionline number we will verify your registration is current.
	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.
	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.
C	Financial	Pass/Fail	You must be able to provide at least one of the items of financial evidence set out in Section C. 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.
D	Health and Safety	Pass/Fail	You must provide the information we have requested in Section D. If registered on Constructionline we will evaluate the H&S information you have provided on this system.
E	Insurance Details	Pass/Fail	You must have the required levels of insurance as requested in section E. If you do not have these, you must confirm that you will get them, if successful, before the framework agreement start date. If you cannot confirm this, you will fail this section.
F	References	Pass/Fail	You must provide references relevant to the subject of this framework agreement. You should provide the number of references shown in Section F. 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 work has been carried out on time, to budget and to specification. If you are Constructionline registered we will check the references provided on this system.
G	<u>Gateway Questions</u>		The following evaluation system will be applied: Pass/Fail questions are gateway questions and will be evaluated in accordance with section 6.2
G1	Competencies and Qualifications	<b>Pass/Fail</b>	
G2	Previous Projects	<b>Pass/Fail</b>	
G3	Machinery & Age	<b>Pass/Fail</b>	
G4	Time Response <u>Specific Questions- Award Question</u>	<b>Pass/Fail</b>	
G5	Quality of Finished Product	<b>30%</b>	All other questions are scored as follows: <b>0 – No response or totally inadequate</b> No response or an inadequate response. <b>1 – Major Reservations/Constraints</b> 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. <b>2 – Some Reservations/Constraints</b> 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. <b>3 – Fully Compliant</b> 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
G6	Delivery of Work Packages	<b>10%</b>	
G7	Procurement of materials	<b>10%</b>	

			<p>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>
H	Pricing	<b>50%</b>	<p>The total tender price will be evaluated using the 'standard differential method' – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 4 being the maximum score achievable.</p> <p>The total tender price will be calculated as follows:</p> <p>Total Works Packages 1-7 will be added together and combined with the total of the hourly rates using the following quantities -</p> <ul style="list-style-type: none"> <li>8 hours for Machine 1</li> <li>20 hours for Machine 2</li> <li>20 hours for Machine 3</li> <li>20 hours for Machine 4</li> <li>20 hours for Machine 5</li> <li>20 hours for Machine 6</li> <li>8 hours of a Skilled Operator</li> <li>40 hours of a Supervisor</li> <li>20 hours of a Semi-skilled Operative</li> </ul>
J	Declaration	Pass/Fail	Signed declaration provided with no exceptions identified.
K	Certificate of Bona Fide Tender	Pass/Fail	Signed certificate provided with no exceptions identified.

## 6.6 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 3.4 by the time and date detailed in the timetable at Section 3.1.

**Part A – Lots: Not Used**

**Part B – Form A: Organisation and Contact Details**

**Part B – Form B: Grounds for Mandatory Rejection**

**Part B – Form C: Grounds for Discretionary Rejection**

**Part C – Financial**

**Part D – Health and Safety**

**Part E – Details of Insurance Policies**

**Part F – References and evidence of work of a similar nature**

**Part G – Specific Questions**

**Part H – Pricing Schedule**

**Part I – Declaration**

**Part J – Certificate of Bona Fide Tender**

## Part A – Lots: **N/A**

## Part B – 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>	
B1	Full name of organisation tendering (or organisation acting as lead contact where a consortium bid is being submitted)		
B2	Details of Contact for Queries about this Tender		
B3	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	
B3	Please state whether there is any potential conflict of interest in relation to this framework agreement, for example if any of those involved with the framework agreement share private interests with anyone within the FC. Examples include,	<b>No</b>	<b>Yes</b>
		If you have answered "YES" please give details.	

<b>Weighting: Completion of this Section is mandatory</b>		
<b>Organisation Details</b>		
	<b>Question</b>	<b>Your Answer</b>
	membership of societies, clubs and other organisations, and family	
B4	Is your organisation registered on Constructionline? If you answer "Yes" please provide your Constructionline Registration Number	
<b>Important Note: If you have provided a valid Constructionline Registration Number please go to Part G. You are not required to complete Parts B-F any further.</b>		
B5	Registered office address	
B6	Company or charity registration number	
B7	VAT Registration number	
B8	Name of immediate Parent Company	
B9	Name of ultimate Parent Company	
B10	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)
B11	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 framework agreement?	
B12	Total number of employees employed by your organisation. (Including Directors, Partners, Apprentices, Trainees etc)	
B13	Length of time your business has been operating.	

**Questions below for completion by Non UK Business Only**

B14	<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>	
B15	<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 B – 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) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely:	
(aa) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	
(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(d) fraud, where the offence relates to fraud affecting the European Communities' financial interests of the European Communities as defined by Article 1 of the Convention on the protection of the financial interests	

of the European Union, within the meaning of:	
(i) the offence of cheating the Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995.	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or believed to be a counterfeited or falsified specified monetary instrument or any machine, implement or computer programme or any paper or other material which to his or her knowledge was specifically designed or adapted for the making of a specified	



<p>monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.</p>	
<p>(xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;</p>	
<p>(xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act 2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.</p>	
<p>(xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.</p>	
<p>(xiv) committing any of the offences against the administration of justice listed in Schedule 2 "Offences against the Administration of Justice: Article 70" to the International Criminal Court (Scotland) Act 2001 (which relate to giving false</p>	

<p>testimony when under an obligation pursuant to article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties)."</p>	
<p>(e) money laundering within the meaning of section 340(11) of the proceeds of Crime Act 2002;</p>	
<p>(ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or</p>	
<p>(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or</p>	
<p>(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.</p>	

## Part B – 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 answer 'Yes' to any question in this section it is very unlikely that we will accept your application, and you should contact us for advice before completing this form. 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. We will take into account the information you provide when considering whether you will be able to continue with this procurement exercise.

We are also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within regulation 23, 24, 25, 26 or 27 of the Public Contracts Regulations 2006 (as amended) or you fail to provide any such information requested by us.

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 a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has 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>(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>(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</p>	

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?	
<b>Has your organisation</b>	
(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; or	
(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;	
e) 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

Bidder's responses to Part B will be used to undertake an assessment of your organisation's economic and financial standing. You will be contacted by us if this assessment identifies that a parent or other type of guarantee is required.

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>		
C1	Please indicate which one of the following you would be willing to provide: - <b>(please indicate which one by ticking the relevant box)</b>	
	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 D – 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?		
	<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.		
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	Please provide details of how you manage health and safety at work. Your responses should include: <ul style="list-style-type: none"> <li>• basic statement on safety awareness;</li> <li>• organisational structure;</li> <li>• nominated advisor or consultant for health and safety;</li> <li>• use of supervisory visits;</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>		

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>• 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 who will deliver the contract, if successful, receive relevant update training?	Yes	No
11	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

12	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.
13	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

14	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 E – 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			
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.	Minimum amount of cover required is the replacement cost			
<b>If you do not undertake to secure the stated levels of insurance, we will not consider your submission.</b>				

## Part F – References and evidence of previous work of a similar nature

Weighting: This is a Gateway Section (Pass/Fail)	
	<p>Please provide details of three contacts from either or both the public or private sector, that are relevant to our requirement. Contracts should have been performed during the past three 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 we may contact your referees without telling you again.</p>
H1	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.
H2	Organisation name:
	Customer contact, name, phone number and email
	Contract Start date, contract completion date and contract value

Framework Agreement-Open ITT

	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.	
	If you cannot provide at least one example, please briefly explain why (100 words max)	
H3	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.	
	If you cannot provide at least one example, please briefly explain why (100 words max)	

## Part G – Specific Questions

No.	Question			Scoring	
<b>G1</b>	Do the employees, contractors and, or, sub-contractors who will deliver the framework contract if successful hold the following qualifications or certification for the following?			<b>Pass/Fail</b>	
		Yes/No	Qualification Provider		
	A	Emergency First Aid at Work (+F)*			
	B	Construction Skills Certification Scheme (CSCS or equivalent)			
	C	Construction Plant Certification Scheme (CPCS or equivalent)			
D	NRSWA (New Roads and Streetworks Act)				

\* Contractors should seek this training from their known providers where possible, but can contact their representative body or Contract Manager for support. "+F" will be recognised when "forestry context" or "remote sites" or "+F" is noted on certificate or supporting correspondence. Note: if the answer to this question is "No" you will be required to undertake this prior to commencing any work under this framework.

No.	Question			Scoring
<b>G2</b>	Please provide details of recent projects or contracts you have completed similar to the type of work we will require from this framework. The examples provided should be relevant to the Works Statements in Appendix A.			<b>Pass/Fail</b>

<b>No.</b>	<b>Question</b>	<b>Scoring</b>
<b>G3</b>	Please provide details of the type of machinery you would use to undertake the works specified under this contract, your accessibility to these machines and their age.	<b>Pass/Fail</b>



<b>No.</b>	<b>Question</b>	<b>Scoring</b>
<b>G4</b>	From issue of instruction we require work to start within five working days. Will you be able to achieve this? Please provide evidence to support your answer.	<b>Pass/Fail</b>

No.	Question	Scoring
G5	<p>SSSI restoration work in the New Forest requires a good understanding of environmental restoration techniques and a high <b>quality of finished product</b>.</p> <p>As an example, please describe the methodology, techniques and specialist machinery you will use to achieve the expected output specification (this can include photographs).</p> <p>Within your response you need to outline the machines operators' experience of environmental restoration work and any innovative approaches to delivering this type of work.</p>	30%
This area is currently empty in the provided image		

No.	Question	Scoring
<b>G6</b>	Please provide details of how you intend to fulfil the work packages detailed in Section 4. Your response should take into account flexibility of plant and workforce and contingencies.	<b>10%</b>

<b>No.</b>	<b>Question</b>	<b>Scoring</b>
<b>G7</b>	Please describe how you intend to procure the materials (hoggin, clay, gravels and stakes) to ensure that the best value for money is achieved.	<b>10%</b>



## Part H – Pricing

		<i>Weight %</i>
<b>H</b>	<b>Please provide details of your pricing in the schedule provided</b>	<b>50</b>

The price will be weighted as 50% of the total score, using the evaluation matrix at Section 6.5.

Please provide details of your pricing directly onto the Price List / Excel Spreadsheet (Bill of Quantities for each Works Package and the hourly rates) attached at Schedule E).

**Please note:**

Any additional costs incurred, which are not reflected in the Tender submission will not be accepted for payment without the prior written consent of the Contract Manager.

## 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:

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

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

Tender No: 304/HLS/15/1114  
Due for Return by: **13:00 on 9<sup>th</sup> March 2015**  
Subject: Wetland Restoration Works in the New Forest (South  
England Forest District)

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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: \_\_\_\_\_