

Invitation to Tender for

Forest replanting, protection and
maintenance

Contract No:
314/EST/12/PENINSULA

OJEU Ref: N/A

Introduction

The Forestry Commission's (FC) mission is to protect and expand Britain's forests and woodlands and increase their value to society and the environment.

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

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

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

1 Type and term of contract

We will be awarding a contract for **planting and subsequent maintenance** including **beating up and chemical weed control**, issued in **10 Lots**. We will supply all plants and insecticide. The contractor will supply all other materials, equipment and herbicides.

- 2 Lots in East Devon
- 3 Lots in West Devon
- 1 Lot in North Devon
- 1 Lot in the Dartmoor area
- 3 Lots in the Exeter area

We will also be awarding contracts for **planting only** on sites cleared of Larch following Phytophthora ramorum infection, issued in **10 Lots**. We will supply all plants and insecticide. The contractor will supply all other materials, equipment and herbicides. These Lots could potentially require aftercare too but planting may be postponed if plants are not available this year (see Contract Periods section overleaf).

- 3 Lots in West Devon
- 4 Lots in Cornwall
- 2 Lots in the Dartmoor area
- 1 Lot in the Exeter area

We will also be awarding contracts for **fencing** on sites cleared of Larch following Phytophthora ramorum infection issued in **3 Lots**. The contractor will supply all materials.

- 1 Lot in West Devon
- 1 Lot in Cornwall
- 1 Lot in the Dartmoor area

Contract Periods

Our intention is to award contracts for each Lot and for the following periods:

Lots 1 to 10 (Planting and Aftercare)

Each lot will be awarded for a three year period. Two break points are to be set within the contract, at which time we will decide on whether the contract will continue. The break points will be at the end of year 1 (31st December 2012) and the end of year 2 (31st December 2013).

The decision on whether to use the break points will be at our discretion and we will base it primarily on the following factors:

- Satisfactory performance to date
- Continued funding availability
- Continued resource availability

Lots 11 to 20 (Planting plus potential Aftercare)

Each Lot will be awarded for 1 year initially. We may decide to extend the contract period annually for up to two more years subject to the criteria set out for Lots 1 to 10 above. If we decide to extend the contract period, we will first consider offering the subsequent aftercare work in whole or in part to the planting contractor at the rates in this contract. We reserve the right to offer the aftercare work to other bidders for these Lots.

Lots 21 to 23 (Fencing)

Each Lot will be awarded for a 1 year period.

Estimated overall contract value .

The total value of this contract over the entire period, including any extension options, will be in the region of £460,000

Lot 1 – 10	Planting & Aftercare	£140,000
Lot 11 – 20	Planting	£100,000
Lot 11 – 20	Aftercare (subject to resource availability)	£160,000
Lot 21 – 23	Fencing	£60,000

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 26th September 2011
Bidder Briefing Day	Monday 10th October 2011
Dates of Site Visits by bidders to FC site(s)	Monday 26th September 2011 to Wednesday 12th October 2011
Final enquiries and questions to be submitted by:	1300 hrs on Wednesday 12th October 2011
Tender Return Date and Time	1300 hrs on Monday 17th October 2011
Expected Notification of Intent to Award	Friday 21st October 2011
End of Standstill Period	Friday 28th October 2011
Expected Start Date	Lots 1 - 20 1st January 2012 Lots 21 - 23 1st November 2011

2.2 Clarification, site visits & bidder briefing day

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

Bidders should visit the sites before completing their submission. Site visits can take place between the dates specified in the timetable at Section 2.1 above and bidders should contact the person named at 2.3 below to arrange any visits.

2.2.3 Bidder briefing day

Bidders are invited to attend a Briefing Day to discuss the requirements of this contract. The Briefing will take place on the date specified in Section 2.1 above and bidders should contact the person named at 2.3 to confirm their attendance and contact details.

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:

Gemma Labdon
Peninsula Forest District
Bullers Hill
Exeter
Devon
EX6 7XR

gemma.labdon@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 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:

Two (2) 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 Forest replanting, protection and maintenance Ref no 314/EST/12/PENINSULA - Not to be opened until 13:00 Monday 17th October 2011**'.

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

Send completed tender documents to the following address:

Forestry Commission
Peninsula Forest District
Bullers Hill
Exeter
Devon
EX6 7XR

3 Statement of Requirements

We intend to award a contract for Forest replanting, protection and maintenance across the South West peninsula.

SUMMARY

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

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

- Supply and erection of temporary deer fencing against Red /Roe deer
- restock planting of conifers and broadleaves
- supply and erection of tree shelter/guards
- insecticide spraying
- beating up of conifers and broadleaves, including those in tubes
- supply and application of herbicide
- mechanical (hand or motor/manual) weeding

Ground preparation will be completed in advance of the work under this contract. A range of techniques will be used across the different sites to remove brash and expose the soil for planting. Specific details will be available at the Bidder Briefing events.

Bidders may tender for one or more Lots and must be certain that they have the resources to complete all the work on time. Section 5.7 of this document can be used to clarify which Lots a bidder would prefer to undertake if they win more than their resources can accommodate.

Bidders must satisfy themselves that they understand the specification and can achieve the requirements in the timescales allotted. **Bids may not propose different specifications to those set out in this Invitation to Tender.**

Please note that beating up of broadleaves within tubes/guards will be required, involving the partial removal of the tube/guard prior to replacing the plant and re-fixing the protection securely.

The work required for each Lot is shown in the following tables

Work Required by Lot

Planting contracts with aftercare

The Forestry Commission will supply all plants and insecticide. The contractor must supply all other chemicals, materials and equipment required.

Lot No	Beat	Area (Ha)	Spp	Number of Trees	Brief Description of work
1	East Devon	5.8	Conifer	15,700	Planting with follow up insecticide spraying, beating up and weeding operations
2	East Devon	6.2	Conifer	16,500	Planting with follow up insecticide spraying, beating up and weeding operations
3	West Devon	8	Conifer	18,900	Planting with follow up insecticide spraying, beating up and weeding operations
4	West Devon	5.9	Conifer	14,040	Planting with follow up insecticide spraying, beating up and weeding operations
5	West Devon	12.9	Conifer	33,480	Planting with follow up insecticide spraying, beating up and weeding operations
6	North Devon	1.7	Conifer	4,590	Planting with follow up insecticide spraying and weeding operations
7	Dartmoor	6.3	Conifer	17,010	Planting with follow up insecticide spraying, beating up and weeding operations
8	Exeter	1.2	Conifer	3,240	Planting with follow up insecticide spraying, beating up and weeding operations
9	Exeter	1.2	Conifer	3,240	Planting with follow up insecticide spraying, beating up and weeding operations, includes enrichment planting
10	Exeter	1.1	Conifer	2,970	Planting with follow up insecticide spraying, beating up and weeding operations
		50.3		129,670	

Work Required by Lot
Planting Contracts

The Forestry Commission will supply all plants and insecticide. The contractor must supply all other chemicals, materials and equipment required.

Lot No	Beat	Area (Ha)	Spp	Number of Trees	Brief Description of work
11	West Devon	15.2	Mixed Blvs	33,000	Planting Broadleaf transplants
12	West Devon	8	Mixed Blvs	8,500	Planting Broadleaf transplants. Supply and erect tree shelters.
13	West Devon	8	Mixed Con	18,500	Planting Conifer Transplants
14	Cornwall	16.8	Mixed Con	45,360	Planting Conifer Transplants
15	Cornwall	6.9	Mixed Blvs	7,590	Planting Broadleaf transplants. Supply and erect tree shelters.
16	Cornwall	8.6	Mixed Blvs	9,460	Planting Broadleaf transplants. Supply and erect tree shelters.
17	Cornwall	3.2	Mixed Blvs	8,640	Planting Broadleaf transplants
18	Dartmoor	5.7	Mixed Blvs	14,250	Planting Broadleaf transplants
19	Dartmoor	7.9	Mixed Blvs	19,750	Planting Broadleaf transplants
20	Exeter	9	Conifer	22,500	Planting Mixed Conifer transplants
		89		187,550	

Work Required by Lot

The contractor must supply all materials and equipment required.

Fencing

Lot No	Beat	Length (metres)	Brief Description of work
21	West Devon	3300	Temporary Deer fence to be supplied and erected
22	Cornwall	900	Temporary Deer fence to be supplied and erected
23	Dartmoor	3685	Temporary Deer fence to be supplied and erected

IMPORTANT NOTES

Biosecurity

Lots 11 to 23 are for work on sites that have been infected by *Phytophthora ramorum* and biosecurity practices will be required. Bidders must make themselves familiar with these requirements before tendering.

The requirements are set out in the Biosecurity guidance available from the Enquiries contact named in section 2.3 of this document.

Maps, Pricing Schedule and related documents

- There is a separate **Pricing Schedule** (Excel spreadsheet) that bidders must complete.
- Each Lot also has an associated **set of maps**.
- This Invitation to Tender also references our **biosecurity guidance** and our **fencing guidance** which bidders must be familiar with.

All the above documents are available from the Enquiries contact named at section 2.3 of this document. If you do not have these please contact us quickly.

These will normally be sent to you by email but they can be quite large files. Please try to limit your request to only those Lots you are planning to tender for.

Single printed copies of the pricing schedule, documents and maps can be produced on request and at our discretion, but bidders should be aware that printed copies may take up to three working days to prepare and send out.

Requests for printed copies of documents relating to this tender must be made before the deadline for Final Enquiries as set out in section 2.1 of this document.

TIMING

All planting and physical protection work must be completed by **31 March 2012**. Under exceptional environmental circumstances such as prolonged poor weather conditions we may at our discretion extend this deadline.

Beating-up operations could start from mid November using untreated trees and be completed during the period from January through to mid April where insecticide treated trees may be supplied for use.

Lots 11 to 20 – Effect of plant supply delays

Lots 11 to 20 are additional to the normal restocking programme due to the felling required to deal with the Phytophthora ramorum outbreak. Although we are inviting tenders for the restocking work, we do not yet know if all the plants required will be available from our plant suppliers. If we do not get the plants for some or all of the work we will still select a potential provider for each Lot based on the criteria but will not award a contract for re-planting until next season, provided that plants are available then. If this happens we will discuss any cost and timing revisions with the selected provider once the details are known. Beating up and maintenance work will also be postponed accordingly.

SCORING

Bids for each Lot will be scored out of 20 points.

- Up to 16 points (80%) will be awarded for price. The lowest price for each Lot will receive maximum points. Other bids for the Lot will receive a pro-rata percentage of the maximum points. For example, if the lowest bid price for a Lot is 90% of your bid price, then your bid will get 90% of the maximum score (14.4 points).
- Up to 4 points (20%) will be awarded for supporting local economies in the South West. We will award points on the following scale, according to the proportion of the total workforce that can be shown to be residing at a permanent address within the South West Region at the time the Tender closes.

0%	0 points
1 to 10%	1 point
11 to 25%	2 points
26 to 50%	3 points
>50%	4 points

If two or more competing bids achieve the same score then the Forestry Commission will have absolute discretion to choose the winning bid. We reserve the right to reject unrealistic prices outright.

SPECIFIC REQUIREMENTS

Gangmaster Licensing

Under the Gangmasters Licensing Regulations, tree planting/beat-up operations as carried out in Peninsula Forest District require a gangmaster licence. As all lots require an element of planting or beat-up planting to be carried out, all potential bidders will have to provide a copy of their licence or Unique Reference Number (URN), or if application of the licence is subject to securing a contract, bidders must demonstrate a commitment to acquiring the licence prior to the commencement of the contract. If you are exempt from the Gangmasters Licensing Regulations, evidence of exclusion in the form of an email or letter from the GLA should be included with your application. If it is absolutely clear to FE that the contractor is exempt from Gangmasters Licensing the contractor does not need to contact GLA for clarification.

If you employ workers from abroad, we would require evidence showing that the requirements/recommendations of HSE leaflet 'Employing Workers from Overseas' are being met.

Health & Safety

It is a legal requirement that people are adequately trained and competent to do their job safely. The Health and Safety at Work Act 1974 and the Management of Health and Safety Work regulations 1999 place general duties on employees and the self employed to provide health and safety information and training. We would require evidence to demonstrate that the requirements/recommendations as detailed within the forest industry code, AFAG 805 'Training and Certification' are being met.

The Contractor will also be aware of the following documentation and will produce relevant information when requested.

- Site Safety Rules
- Risk Assessment,
- FEE Lone Working Guidelines.
- FEE First Aid Policy,
- Site constraints,
- Pollution Control Plan,
- UKWAS,
- AFAG guides
- NPTC certification

Record Keeping

It is essential for compliance with Forest Certification that all Contractors detail in writing to Peninsula Forest District Office, the following information for the relevant operation(s) when invoicing for work completed.

- Treated trees planted in thousands
- Names of Contractors planting
- Incidents of ill health
- Number of days taken for operation
- Each herbicide used by name
- Amount of herbicide used in litres/kilos etc.
- Area covered in hectares
- Names of those applying herbicides

Insurance and documentation:

A current insurance document (minimum £5,000,000 cover) must be produced prior to starting work. A copy will be retained on file by the Forestry Commission.

Pollution

A pollution control kit must be maintained on site, the size and type of which will be in proportion to the operation being undertaken, to the Forestry Commission Supervisors satisfaction.

Any spillage with potential to pollute MUST be notified to the Forest District Office as soon as is practicable. Costs associated with control and/or removal of contamination will be charged to the contract holder.

The site must be kept clean and tidy and litter free. All litter must be collected and removed from site.

Risk Assessment

A site specific risk assessment and site maps will be provided by the Forestry Commission. The Contractor must produce a job-specific risk assessment before commencement of each operation.

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

AFAG Guides

The relevant AFAG guides must be adhered to at all times.

Archaeology and Conservation

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

Site Plans

Site maps (showing the operations area; access; and hazards and constraints) are available from the contact named at section 2.3 of this document. See IMPORTANT NOTES on page 11 for more details.

These maps should be regarded as an integral part of this contract specification

Forestry Commission Guidelines

The Forestry Commission Guidelines; Forest and Soil Conservation, Forest Nature Conservation, Forests & Archaeology and Forest & Water Guidelines to be adhered to at all times.

Specification for temporary deer fencing

All fencing operations must be completed by 31st December 2011.

Netting

1800mm wide, black, semi-rigid polypropylene, 46mm X 47mm mesh at 115 grams/m² weight.

Woodwork

End/turning posts 2.8m x 10 to 13 cm diameter

Struts 2.5m x 8 to 10 cm diameter

Stakes 2.5m x 5 to 8 cm diameter

Line wire

Spring steel 2.65 mm (12 SWG). Minimum of 3 strands

The fences must be constructed as specified in the **Forest Fencing Technical Guide 2006** available from the contact person named in section 2.3 of this document.

Specification for Planting and Beating Up

General

Planting will be undertaken using the trees provided by us. All plants will be bare rooted stock, unless otherwise stated.

We reserve a right to inspect and approve the equipment to be used by the Contractor for planting to ensure that it will be effective in carrying out the work to the required standard.

We will supply plants to each site either in bags or heeled in. Any trees still in bags and unplanted after 2 weeks of the planting start date must be heeled in by the Contractor at his own expense.

Timing of planting

Planting must commence within 5 days of plant delivery to site. Once the work has commenced we will aim to give you at least 48 hours notice of plant deliveries to site.

All planting must be completed by 31st March 2012.

Planting density

For conifers, the planted spacing of the trees will be 1.9m x 1.9m (unless otherwise agreed in writing) to achieve 2,700 trees per net planted hectare.

The contractor must check this is being uniformly achieved across every site using 5.6m radius sample plots, which should contain, after planting, at least 27 evenly spaced trees.

Unless otherwise advised, all conifer trees to be planted will have been treated with Alpha cypermethrin and will need to be handled accordingly.

For Broadleaves in tree shelter areas the planted spacing of the trees plants will be 3m x 3m (unless otherwise agreed in writing) to achieve 1,100 trees per net planted hectare.

The contractor must check this stocking is being uniformly achieved across every site using 5.6m radius sample plots, which should contain, after planting, at least 11 evenly spaced trees.

For Broadleaves in non-tree shelter areas, the planted spacing of the trees will be 1.9m x 1.9m (unless otherwise agreed in writing) to achieve 2,700 trees per net planted hectare.

The contractor must check this is being uniformly achieved across every site using 5.6m radius sample plots, which should contain, after planting, at least 27 evenly spaced trees

Plant Handling

All trees will be handled with care.

- Bags must not be thrown, dropped or stood on.

- All delivery bags must be vented on site for at least an hour before planting.
- Only sufficient delivery bags for one days work must be vented each day.
- Plants must be transferred to proper planting bags for transport across the site during planting.
- Only one plant at a time should be removed from the planting bag when planting.

Delivery bags must be left secure and tidy at the plant delivery point for the Forestry Commission to collect and dispose of. Under no circumstances are the bags to be buried on site or allowed to blow away.

Planting

- All planting must be done with a planting spade unless otherwise directed by the Area Forester.
- Planting positions must be appropriately screefed of vegetation and deep needle litter.
- Plants must be planted promptly to prevent drying of roots.
- The roots must not be pushed into the planting notch with the spade.
- Plants must be inserted upright in the notch, to root collar depth with all roots vertically spread in the notch and fully buried. The notch must be sealed and well firmed.

No planting will be undertaken in frost or snow conditions. Any trees that show signs of frost lift or being planted into frozen ground must be replanted and/or replaced at the contractor's expense.

The Forestry Commission will require the replanting and/or replacement of any trees that have been planted or positioned incorrectly.

If the site shown on the contract maps have been planted, and are deemed to be fully stocked, before all the trees supplied for the site have been used, the FC will try to find another suitable site for the Contractor to plant the remainder of the trees. In this situation the two parties will negotiate a price that reflects the conditions on the new site. In some situations it may not be possible to find another site and the Forestry Commission does not guarantee the total amount of planting work associated with the contract.

Supply and erection of tree shelters

- The contractor will supply the tree shelters which must be 1.8m round, green tubes with a rolled top and made of a twin-walled photo-degradable plastic material with at least 2 two stake fastening points.
- The contractor will supply the supporting stakes for the tree shelters. These must be pointed, 1.9m long and can be either 35mm square sawn, treated, FSC or PEFC certified softwood; or sawn or split British grown Sweet chestnut of similar nominal dimensions. A mixture of these specifications is acceptable.

- A circle of 30cm diameter must be screeded and the planting position made level on sloping ground. The stake should be driven into the ground before the tree is planted to an adequate depth (usually 20% of its length) so that its top is below the finished level of the top of the tree shelters. Stakes must be located on the windward side and be firm and upright.
- After planting the tree beside the stake, the tree shelters must be carefully placed over the tree, positioned upright and fastened securely to the stake with at least two straps with the planted tree unaffected in the centre of the tube. The bottom of the tree shelters must be in firm contact with the ground around its entire circumference.
- The stakes and tree shelters must remain stable and upright throughout the period of establishment and any not meeting these criteria must be rectified to the satisfaction of the Area Forester. Problems must be rectified within three weeks of being notified to the contractor.
- The Forestry Commission will survey the area for beat up purposes and mark, with a paint dot, each tree shelter that requires a replacement tree.

Planting Positions

Each planting position must be at or above the surrounding ground level to avoid water logging. Whilst all reasonable effort will be made to ensure that the site is largely free of heavy brash and lop and top it is inevitable that some planting positions on a site will require some movement of material and surface screeding to maintain spacing and stocking density. The specified plant spacing must be maintained except where it proves impossible to penetrate the ground with a spade.

Where a site has been windrowed, trees will require planting right up to the base of the wind-rows. Plant spacing may need to be altered to achieve even spacing and a stocking level of 2700 trees per planted hectare. Survey plots should accommodate windrows to check the required stocking is being achieved.

Where the brash mats have been raked into small piles to reduce its thickness, the spacing of the brash piles will generally allow specified planting distances to be maintained. However if any brash piles are too big to allow this, the spacing between plants in the row should be reduced to maintain stocking density.

Where no ground clear lines exist to plant along, the use of surveyors poles or equivalent must be used to maintain straight lines of planted trees at the correct spacing. Rows will generally go straight up and down any slope unless advised on site to the contrary.

Required planting distances from features are as follows:

Where planting site boundaries are not marked with painted pegs or canes, trees will not be planted within the following distances from certain features:

- For roads / rides / tracks / open space / ditches / hedge banks
Not less than **3.0m** from the first edge of the feature.
- For any adjacent conifer crop, specific monuments and significant water courses
Not less than **6.0m** from the first edge of the feature.
- For existing stands of broadleaves
Not within the **drip line** of the broadleaved canopy.

Method of Payment for Planting

The Forestry Commission's record of the number of trees supplied, backed up by site survey as required will provide the measurement of work completed. The Contractor may submit an invoice after each Lot is completed and the Forestry Commission has confirmed the work measurement. Payment will not be made while there is any outstanding issue to be resolved or work to be completed.

If any site has been planted, and is deemed to be fully stocked, before such time as all the trees supplied for the site have been used, the FC will try to find another suitable site for the Contractor to plant the remainder of the trees. In this situation the two parties will negotiate a price that reflects the conditions on the new site. In some situations it may not be possible to find another site and as such the Forestry Commission cannot guarantee the amount of planting work associated with this contract.

Specification for Beating up

The technical specification for Planting will also apply to all Beating up.

In addition, the contractor will ensure that all tubes and supporting stakes around replaced trees are firm and fit for purpose, making repairs or fitting replacements where necessary.

Bidders will be required to submit two price rates per relevant Lot for beating up based on the intensity required.

Rate 1 Replacement of more than 30% of the original planted numbers.

Rate 2 Replacement of 15% to 30% of the original planted numbers.

During the first 2 years after planting, the Forestry Commission will survey the sites and decide whether a beating-up operation is necessary, and if so, which level of beating up and price rate will apply. The planting contractor will undertake the work at the rates specified in the contract. The Forestry Commission makes no guarantee that beating up work will be required or offered and it is possible that no beating-up will be required during the term of this contract.

The timing of any beating up operation will be from November to March for all species as directed by the Area Forester.

All enrichment planting or beating up must be completed by March 31st in any one year.

Method of payment for Beating Up

The Forestry Commission's record of the stocking density and the number of trees supplied, backed up by site survey as required, will provide the measurement of work completed. The Contractor may submit an invoice after each Lot is completed and the Forestry Commission has confirmed the work measurement. Payment will not be made while there is any outstanding issue to be resolved or work to be completed.

Specification for Insecticide Application

The Forestry Commission will survey the planted sites and decide whether a post planting application of Alpha cypermethrin is necessary. If it is deemed necessary, the Contractor will be asked to undertake the work at the rate agreed in the contract. The Forestry Commission makes no guarantee of work associated with insecticide application, and it is possible that no such work will be required during the term of this contract

The Forestry Commission will provide the required volume of insecticide free of charge to the Contractor. The contractor must provide all other personnel, equipment and materials (including water) to complete the work

- The insecticide will be applied only as directed by the product label.
- Dosage and dilution rates must be confirmed with the Forestry Commission prior to work starting.
- The application must be directed at the stem and base of each plant.
- The amount of solution mixed on any one day must not exceed that required for that day's work.
- The insecticide must not be applied when the trees are wet or when rain or snow is likely to fall within 2 hours of application.

Method of payment for insecticide application

The Area Forester's observation and close monitoring of the work is required. The Contractor must therefore give the Area Forester at least 1 week's notice of when the operation is actually taking place on each site to enable the observation and monitoring to take place. If work is done without informing the Area Forester, the work will only be paid for at the Forestry Commission's absolute discretion.

The Contractor may submit an invoice after each Lot is completed and the Forestry Commission has confirmed the work measurement. Payment will not be made while there is any outstanding issue to be resolved or work to be complete.

Specification for weeding operations

The Forestry Commission will survey the planted sites and decide whether weeding is necessary, what method is required, which herbicide is to be used and what area requires treatment. If weeding is deemed necessary, the Contractor will be asked to undertake the work at the relevant rate agreed in the contract. The Forestry Commission makes no guarantee of work associated with weeding, and it is possible that no weeding will be required during the term of this contract.

Weeding treatment zones

For a spot treatment, a circle of 1.2m in diameter around each planted tree is to be treated.

For a lane treatment, a band approximately 1.2m wide centred along the rows of planted trees is to be treated.

Chemical weeding

Herbicides will be selected according to the target weed species, from choice of **Glyphosate pro-biactive** (liquid), **Trichlopyr** (liquid) and **Propyzamide** (granule).

The contractor must provide the specified herbicide, all personnel, equipment and materials (including water and any additives) to complete the work.

It is good practice, and Forestry Commission policy, that herbicides are only applied to those areas of a site that require it. The Forestry Commission will only contract for the planted area that requires treatment.

Tree deaths caused by the incorrect application of herbicides will be replaced by the Contractor at their own expense in the following season (plants, materials and labour).

- The herbicide must be applied in appropriate weather conditions:
 - Still, dry weather during May to July for Glyphosate
 - Still, dry weather during June and July for Trichlopyr
 - Cold, moist weather with imminent frosts during November to January for Propyzamide
- Herbicides will be applied only as directed on the product label either as a spot or lane application as determined by the Forestry Commission. Propyzamide may only be applied as a spot treatment.
- Dosage and dilution rates must be in accordance with the product label for control of the target vegetation.
- The Contractor will make his calibration figures available to the Area Forester on request.
- The planted trees must be physically guarded from herbicide sprays during the application. We will accept an untreated 100mm diameter circle immediately around the stem of the tree to facilitate this.

- To avoid damage by herbicide volatilisation, Glyphosate and Trichlopyr must not be applied when ground level temperatures consistently exceed 22°C. Propyzamide must only be applied in cold frosty weather.

Method of payment for herbicide applications

The planted area to be treated will be agreed before work starts and will be the measure of work for payment purposes. Payment will be structured as follows:

- 70% after completion of the operation/application.
- 30% when the results are clearly evident and satisfactory. This is not expected to be more than 6 weeks later for summer treatments, but contractors should expect this to be up to three months for winter treatments.

The Contractor may submit an invoice after each area is completed and the Forestry Commission has confirmed the work measurement. Payment will not be made while there is any outstanding issue to be resolved or work to be complete.

Mechanical weeding

The Forestry Commission will decide whether mechanical / hand weeding is required and if so we will normally expect brushcutters with nylon cord or metal blades to be used.

- A lane treatment of 1.2m will be applied within which, all vegetation around the planted trees will be cut down to no higher than 100mm.
- The cut material is to be left clear of the planted trees.

Tree deaths caused by careless cutting will be replaced by the Contractor at their own expense in the following season (plants, materials and labour).

Exceptionally a specified area may require a full mechanical weed. In this case all vegetation within a specified area will be cleared from around the planted trees and a price will be agreed with the contractor in advance.

Method of payment for mechanical weeding

The Contractor may submit an invoice after each area is completed and the Forestry Commission has confirmed satisfactory completion. Payment will not be made while there is any outstanding issue to be resolved or work to be complete.

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 60 days from receipt of tender.

4.9 Language

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

4.10 Applicable Law

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

4.11 Pricing

All prices will be in sterling and exclusive of VAT.

4.12 Additional costs

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

4.13 Disclaimer

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

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

makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or

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

4.14 Inducements

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

4.15 Contract management

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

5 Evaluation

5.1 Evaluation

We will evaluate responses to the tender objectively using the evaluation matrix at Section 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 email or post of our intention to award.

5.4.1 Standstill Period

We will apply a standstill period of **7** calendar days. We will not make a contract with any selected bidder until the standstill period has lapsed.

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.

• 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	Supporting the local economy See	20%	The following evaluation system will be applied: 0 – No response or totally inadequate No response or an inadequate response. 1 – Major Reservations/Constraints The response simply states that the supplier can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this.

			<p>2 – Some Reservations/Constraints</p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant</p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements</p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract.</p>
F	Pricing Schedule	80%	Each Lot will be scored individually. The lowest price for each Lot will receive maximum points. Other bids will receive a pro-rated percentage of the maximum points. For example, if the lowest bid price for a Lot is 90% of your bid price, then your bid will get 90% of the maximum points.
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

5.7 Lots

Please indicate which lots you are interested in bidding for:

Lot No:	Bid: Yes/No
1	
2	
3	
4	
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23	

Part A – Form A - Organisation and Contact Details

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

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

Contact Details – Contact details for enquiries relating to this process		
A13	Name	
A14	Address, including country and postcode	
A15	Phone	
A16	Mobile	
A17	Email	

Questions below for completion by Non UK Business Only

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

Part A – Form B – Grounds for mandatory rejection

Important Notice:

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

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

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	
(b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);	
(c) the offence of bribery;	
(d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	
(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and	

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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><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><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><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>	

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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

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

Part C – Health and safety

This section allows us to assess your competency for health and safety. We have provided some guidance to help you understand the requirements for each area. You may also find it useful to refer to the Health and Safety Executive (HSE) website for some guidance before completing this section. You can find this here: <http://www.hse.gov.uk/>.

General health and safety questions

	Question	Yes	No
1	Does your organisation have a written Health and Safety Policy?		
	Note: 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	<p>Please provide details of how you manage health and safety at work. Your responses should include reference to and copies of:</p> <ul style="list-style-type: none"> • Health & Safety Policy • Risk Assessment • Method Statements • Pollution Control Plan • Lone Working Policy • Use of AFAG checklists • RIDDOR Reporting 		

4	<p>Does your organisation require a Gangmaster Licence?</p> <p>If 'Yes' please provide copy of your licence or Unique Reference Number (URN)</p> <p>If you are exempt from the Gangmaster Regulations, please provide evidence of exclusion in the form of an email or letter from the GLA.</p> <p>If your Organisation does require a Gangmaster Licence, but application is subject to securing a contract of work, please provide evidence to demonstrate your commitment to acquiring the licence with reference to the application process.</p>

Competence and qualifications

5	Do the employees, contractors and, or, sub-contractors who will deliver the contract if successful hold the following qualifications or certification for the following?		
		Yes	No
	<p>Pesticides</p> <p>Anyone who uses a professional pesticide product in the course of their business or employment may not use that pesticide or give instruction to others on their use unless they have received adequate instruction, training and guidance in their correct use.</p> <p>In addition, users of pesticides must hold a Certificate of Competence if using a pesticide if they:</p> <ul style="list-style-type: none"> • were born after 31 December 1964; or • are providing a commercial service, for example contactors or anyone spraying on land that is not theirs or their employers. 		

	<p>Anyone who is required to hold a Certificate of Competence can only use pesticides without a Certificate if they are supervised by someone who does hold a certificate.</p> <p>Obtaining a Certificate of Competence is the best way of demonstrating that you are trained to use specific types of equipment, even if under the legislation you are not required to have one.</p>		
	<p>First aid</p> <p>FC First Aid Policy</p> <p>In October 2009 the HSE revised their guidance under the Health and Safety (First Aid) Regulations. The major change has been that HSE now approve two levels of qualifications for first aiders:</p> <ul style="list-style-type: none"> • First Aid at Work (FAW), based on a minimum 3-day course. • Emergency First Aid at Work (EFAW), based on a minimum 1-day course. <p>The Forestry Commission has a policy for those wishing to work on its land which has been updated recently. We will require evidence of appropriate First Aid Certification, provision of kits and emergency plans.</p>		
	<p>Chainsaws</p> <p>We require all those who use chainsaws, working on the FC estate, to hold a relevant, current Certificate of Competence issued by NPTC, the approved awarding body.</p>		
6	<p>Do the employees who will deliver the contract receive relevant update training?</p>		
7	<p>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.</p>		

Working with sub-contractors

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

Part D – Details of insurance policies

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

Part E – Specific Questions

	Question	Weight %
E1	<p>One outcome we seek from letting contracts for these Lots is to support the rural workforce and local economies of the South West Region where possible.</p> <p>We will award up to four points according to the proportion of the total workforce that can be shown to be residing at a permanent address within the South West Region at the time the bid is submitted.</p> <p>This information should be submitted on each pricing schedule, and will be scored as follows;</p> <p>0% 0 points 1 to 10% 1 points 11 to 25% 2 points 26 to 50% 3 points >50% 4 points</p>	20%

Part F – Pricing schedule

		Weight %
F1	Please provide your prices in the Excel spreadsheet provided separately to this Invitation to Tender. If you do not have a Pricing Schedule please request one immediately from the Enquiries contact named at section 2.3 of this document.	80%

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?		
G2	If no, please provide details of any specific areas that you have an issue with. Please note that failure to agree to our Terms and Conditions of Contract may invalidate your tender submission.		

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

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

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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:

Date:

Signature:

Capacity or Title:

For and on behalf of:

Part J – Certificate of *bona fide* tendering

Weighting: You must complete this section.

Tender No: 314/EST/12/PENINSULA
Due for Return by: 17th October 2011
Subject: Forest Replanting, protection and Maintenance

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: _____