

Whinlatter
Braithwaite
Keswick
Cumbria
CA12 5TW
Tel 017687 78610
adrian.jones@forestry.gsi.gov.uk

Adrian Jones
Recreation & Public Affairs Manager

Dear Sirs

INVITATION TO TENDER (ITT)

Barrier-less Automatic Number Plate Recognition (ANPR) pay on exit car park system

You are invited to submit a tender for the supply of the above to the Forestry Commission.

Please send your completed tender and any enquires about this invitation to:

Adrian Jones
Whinlatter
Braithwaite
Keswick
Cumbria
CA12 5TW
Tel: 017687 78127
Mob: 07720 700321

Email: adrian.jones@forestry.gsi.gov.uk (Email address provided for enquiries only)

Send completed tenders as:

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

Please note we do not accept fax or email copies.

Please mark the envelope with the initials "ITT for Barrier-less Automatic Number Plate Recognition Car Park System (ANPR) - Not to be opened until 12:00 on 30th March 2015"

We must receive your completed tender by **30th March 2015 by 12:00**. We will keep tenders that we receive earlier and not open them until after the deadline. We reserve the right to not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

Please send all enquiries in writing or by email, by the deadline stated in the tender timetable, quoting the contract reference number stated above. 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.

This ITT is a modular document and you will only be supplied with the modules that are required to complete this tender. The document is made up of modules labelled A to D. (See table on Page 3 of this ITT)

All tenders will be evaluated objectively as detailed in the Evaluation Matrix within this ITT document.

You must follow these instructions:

- i. Any contract concluded as a result of this ITT shall be governed by English Law and the Forestry Commission's Standard Terms and Conditions of Contract for **Conditions of Contract for the Purchase of Goods (and any related Services)**, and any additional terms specified as attached to this ITT, will apply. Your terms will not apply.
- ii. You must accept our terms and conditions as follows: [Forestry Commission Standard Terms and Conditions](#) for **Conditions of Contract for the Purchase of Goods (and any related Services)**. We will discuss any issues you highlight before any award. If you wish to qualify our Terms and Conditions in any way, you must append a description of the requested changes to your tender. Note that this may invalidate your submission if the Forestry Commission is unable to accept these proposed changes.
- iii. Your tender and all accompanying documents are to be in English.
- iv. All prices must be in sterling and exclusive of VAT.
- v. Costs remain the responsibility of those submitting a tender.
- vi. We will not return any part of the documents forming your tender.
- vii. We reserve the right to cancel or withdraw from the process at any stage.
- viii. We do not undertake to accept the lowest priced tender, or part, or all of any tender.
- ix. All information supplied to you by us must be treated in confidence and not disclosed to third parties.
- x. All details of your tender, including prices and rates, must be valid for our acceptance for a period of 90 days.
- xi. Once we have awarded the contract, we will not accept any additional costs incurred which are not reflected in your tender.
- xii. Offering an inducement of any kind for obtaining this or any other contract with us will disqualify your tender and may constitute a criminal offence.
- xiii. You do not need to provide supporting documents, 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.

- xiv. Your organisation will only be evaluated based on the information in your tender. 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.
- xv. We have not asked for financial details in this document; however we reserve the right to carry out checks if we think it is necessary.

Yours faithfully

Adrian Jones

Recreation & Public Affairs Manager

1. ITT Composition

This ITT comprises of the following documents:

Module	Description	Action Required
A	Letter including Tender Instructions	For Information Only
	1. ITT Composition	For Information Only
	2. ITT Timetable and Associated Stages	For Information Only
	3. Statement of Requirements	For Information Only
	4. Evaluation Matrix	For Information Only
	5. Lots	Not Applicable
	6. Organisation Details	Complete & Return
	7a. Specific Gateway Questions	Complete & Return
	7b. Specific Award Questions	Complete & Return
	8. Pricing	
	9. Declaration	
		Whinlatter Location Map
B	References	Complete & Return
C	Financial Information	Not Used
D	Health & Safety	Complete & Return

Module A is the core document and will require to be completed and returned.

Only additional Modules marked 'Complete & Return' will require to be completed for this opportunity.

Any Modules marked 'Not Used' will not have been sent to you for completion.

2. ITT Timetable and Associated Stages

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
Site Visit and Bidder Briefing Event	18 th March 2015
Closing date and time for enquiries	23 rd March 2015
Tender Return Date and Time	12:00 on 30th March 2015
Expected Notification of Intent to Award	2 nd April 2015
Expected Start Date	13 th April 2015

Site Visit and Bidder Briefing Event

Bidders are recommended to attend our site visit and bidder briefing event so that they can complete their submission. Site visits will take place on the date specified in the timetable above and bidders should contact the person named in the covering letter to arrange this.

3. Statement of our Requirements

We will be awarding a contract for the provision and installation of a barrier-less operating system which is connected to an automatic entry ANPR system. Our aim is to improve honesty rate on site, increase dwell time on site and provide a fair and ethical means for customers to pay for parking. The equipment installed must be robust fit for purpose and easy to maintain on a daily basis by staff. By daily maintenance we mean to keep clean, diagnose simple problems and to update screen shots.

The FC will require full specifications and drawing of all items to be installed for the use in planning applications.

Our intention is to award this contract in April 2015 and expect the system to be up and running on 31st May 2015.

The total value of this contract over the entire period, including any extension options, will be in the region of **£43,000 including a 5 year service contract that will be paid annually.**

Background

Whinlatter is England's only Mountain Forest located on the outskirts of Keswick in the North of the Lake District. The forest is 1200 ha in size and is managed for people, wildlife and timber production. It offers to visitor's opportunities to go mountain biking, walking with access on to the higher fells, family activity such as play and picnicking. There is a café, bike hire, go ape course forest shop and visitors services kiosk and attracts 180,000 people each year.

Parking for visitors is provided at the visitor centre car park when there is provision to park 200 cars. The FC currently operates a pay and display system that is cash only. Infrastructure to the site is limited and there are no spare phone lines available. Access and egress to the car park is via the main entrance with separate entrance and exit lanes already operating. Peak periods are each weekend throughout the year and every school holiday when the car park is at capacity.

Currently there are 4 charges apply

1 hour	- £1.70
2 hours	- £3.40
4 hours	- £5.60
All day	- £7.30
Mini buses	- £10.00

The site is also serviced by delivery vehicle and other service vehicle along with Forestry Commission vehicle and staff car. The system must allow these vehicle registration to be included on a "white list" of authorised vehicles

Forestry Commission England currently operates a membership scheme at Whinlatter Forest entitled the Discovery Pass. The main benefit of the Discovery Pass is free entry and car parking on site. There is future potential that a National Forestry Commission England pass

will be introduced allowing access to all Forestry Commission sites across England.

There are currently around 21,000 Discovery Pass holders in England at 25 sites. Discovery Passes are purchased throughout the year and passes lasts for 12 months, expiring at the end of the month in which it was purchased.

At the time of purchase, we ask Pass holders for a registration number (we allow them to register up to two vehicle registration numbers, though we only allow one of their vehicles access at any one time). As Discovery Pass holders are regular and core visitors, it is essential that a process for enabling easy, quick and efficient access and egress is achieved.

Contract Description

To provide and install a barrier-less pay on exit automatic number plate recognition (ANPR) system at Whinlatter. The system should include the following features:

Essential Requirements

- The ANPR technology must be able to track entry, length of stay payment and exit.
- The ANPR system must provide secure data handling and comply with the Data Protection Act 1998 requirement in processing and handling personal information.
- You must be ISO27001 compliant for the systems that will access or process FC data, or some other recognised equivalent security standard. If you use third party to physically hold the data (i.e.) the computers, storage & networks) then the third party supplier also must meet the security requirements. Proof of compliance will be needed. You will be required to complete a SIAT self assessment questionnaire for both yourself and for and subcontractors if you access or process FC data or access/comment to the FC network, and to remedy any indented security weaknesses. You will be required to agree to independent audit of systems against the FC's security standards based on the SIAT questionnaire.
- You must also comply with the current PCI-DSS and PA-DSS standards for the systems that handle or have access to any payment card information, including 3rd party suppliers to them.
- The capture rate should meet 98% capture rate for UK plates and cameras.
- The ANPR system must be NAAS (national ACPO ANPR Standards) Compliant.
- The ANPR system must have the capability of connecting to a wifi network generated from satellite broadband, there is a system already installed on site
- Provides flexible payment methods at 3 payment stations to include chip and pin, cash to allow pay on exit, pay and display, pay on line and pay by account for registered customers. 3 coin boxes for each payment station must be provided
- The system must allow a parking tariff that can accommodate fixed or interval based charging options.
- Windows based back office operating system to be operated or amended by onsite staff.
- The system must provide a real time link from the back office software to on site infrastructure to enable customer payment for precise time only.
- To provide the ability for customers to top up from pay and display to pay on exit.
- To allow provision for the redemption of complimentary pass codes, vouchers, discounts, entitlements and membership schemes for on site marketing purposes.
- The system must have Ethernet connectivity.
- Ability to target on/off site promotional/marketing opportunities with the provision of

generating vouchers for redemption on site.

- Ability to sell at the pay point the Discovery Pass (FC's membership scheme) and make them instantly live on the system.
- Options to gather contact details via registered users for subsequent marketing/promotional offers
- Touch screen option
- Stand alone failover ability.
- We require that each terminal should open with a unique key, but all machines on site should also open on one master key.
- Cash collection is carried out by an external contractor, we will require that reconciliation print outs from each pay machine are uniquely identifiable.

Functional Requirements

- The ability to export back office reports into Excel
- HD ANPR cameras to be supplied and installed in a robust housing.
- Provide the FC with a complete specification for your system.
- The ability to carry out a minimal 12 month financial audit on each machine.
- Comply with the Equality Act 2010 requirements, particularly in respect to use by people with disabilities. In your submission please detail how you terminals comply with this legislation.

Post installation support.

- Staff familiarisation and training to include routine machine maintenance, problem solving and emptying of cash.
- Training and support with regard to the back office software to include cleansing of data and report running.
- Service contract to provide 7 day a week remote or site based emergency cover.
- The FC will require a warranty of 12 months from the date of installation of equipment

Equipment to be supplied and installed within an timely and efficient manner, with all works complying to health and safety and first aid requirements, by staff who are trained and competent.

FC representative to be Forestry Works Manager, Contractor to be responsible for the scheduling and on site management of work.

Health & Safety

Your system should be safe for use by all users and staff conducting small maintenance tasks. Please advise of any health and safety considerations that relate to your system.

If successful you will be invited to attend a pre commencement meeting when all health and safety, site constrains and requirement will be discussed

Please complete Module D

Equality & Diversity

All equipment supplied and fitted must be DDA compliant and offer alternative language options.

Note:

If we ask, you must provide documentary evidence establishing your eligibility to tender and your qualifications to fulfil the contract if we accept your quotation. This may be in the form of literature, drawings or samples.

You must include details of any areas where you will not be able to comply with these requirements. If your quotation does not meet these requirements we reserve the right to reject it completely.

4. Evaluation Matrix

Note – failure of any of the ‘Pass/Fail’ sections or modules will constitute an overall Fail of your bid.

Section/ Module	Title	Weighting	Agreed Marking Criteria
5	Lots	Not Applicable	Not Applicable
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 & 6.11 – Pass/Fail</p> <p>Question 6.12 – Pass/Fail</p> <p>Question 6.13 – Pass/Fail</p>	<p>Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.</p> <p>You must have a Health & Safety policy’ and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.</p> <p>You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.</p> <p>You must either be able to answer ‘no’ to the question posed, or if answering ‘yes’ have provided an explanation which is acceptable to the Forestry Commission. If you answer ‘yes’ to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.</p>
7a	<u>Specific Gateway Questions</u>	Pass/Fail	You must provide evidence of how your proposal meets our essential requirements
7b	<u>Specific Award Questions</u> 7B1 7B2 7B3	<u>Weight %</u> 20% 10% 10%	<p>The following evaluation system will be applied:</p> <p>0 – No response or totally inadequate response</p> <p>No response or an inadequate response</p>

			<p>1 – Major Reservations/Constraints</p> <p>The response simply states that the bidder 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> <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>
8	Pricing Schedule	60%	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.
9	Declaration	Pass/Fail	You must sign the declaration specifying any area of the declaration with which you cannot comply. Details on mandatory and discretionary elements are contained within the Declaration.

Module B	References	Pass/Fail	You must provide the information we have requested in Module B. We will consider accepting a lower number of references than requested 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. If we deem your references to be inappropriate, or a referee cannot confirm the work has been carried out on time, to budget and in line with the specification, you will fail this Module.
Module C	Financial Information	Not Used	Not Used
Module D	Health and Safety	Pass/Fail	You must provide the information we have requested in Module D. If we determine that your responses are inappropriate or present a high health & safety risk, you will fail this Module.

5. Lots - Not Applicable

6. Organisation Details

Organisation Details			
	Question	Your Answer	
6.1	Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted).		
6.2	Registered office address.		
	Main contact for this contract Name Address (if different from registered office) Email Phone Mobile		
6.3	Company or charity registration number.		
6.4	VAT Registration number.		
6.5	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)	
6.6	Total number of employees employed by your organisation. (Including Directors, Partners, Apprentices, Trainees etc.)		

Organisation Details						
	Question	Your Answer				
6.7	Length of time your business has been operating.					
6.8	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, membership of societies, clubs and other organisations, and family.	<table border="1"> <thead> <tr> <th>No</th> <th>Yes</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	No	Yes		
		No	Yes			
If you have answered "YES" please give details.						

6.9	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 your 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 with other providers) will be responsible for the elements of the requirement.</p>			

6.10	Does your organisation have a written Health and Safety Policy?	Yes	No
<p>Note: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.</p>			
6.11	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. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem that adequate training is not/or has not been carried out, we will reject your bid in full.		

6.12	<p>You must either confirm that you have the following 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.</p>			
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			
Products Liability	Min £5m per claim			
Loss of or damage to Equipment, Plant and Materials: The FC being a government body does not carry insurance. Please give an undertaking that all equipment, plant and materials supplied will be insured to cover all eventualities for the period of the contract.	Minimum amount of cover required is the replacement cost			
Loss of or damage to the Works: The FC being a government body does not carry insurance. Please give an undertaking that all Works are insured for the period of the contract.	Minimum amount of cover required is the replacement cost			

Tax Compliance			
6.13	Have your organisation’s tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation’s tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of: <ul style="list-style-type: none"> a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or b) A tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or c) the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established? 	No	Yes
<p>If answering ‘yes’ to question 6.13 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ Corrective action undertaken by you to date; ➤ Planned corrective action to be taken; ➤ Changes in personnel or ownership since the OONC; or ➤ Changes in financial, accounting, audit or management procedures since the OONC. <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p> <ul style="list-style-type: none"> ➤ A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the “Halifax” abuse principle etc. ➤ Where the OONC relates to a DOTAS, the number of the relevant scheme. ➤ The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended. ➤ The level of any penalty or criminal conviction applied. <p>Please use the box below to provide details if appropriate, and expand as necessary.</p>			

7a. Specific Gateway Questions

Please confirm that the system you propose can meet the essential requirements outlined within the specification.

Please provide evidence to support your answers

Specification Requirement	Evidence
Track entry, length of stay payment and exit	
Conform with UK Data Protection Legislation	
ISO27001 compliant or equivalent	
Compliant with PCI-DSS and PA-DSS	
Meet 98% capture rate for UK plates and cameras	
NAAS (national ACPO ANPR Standards) Compliant	
Capability of connecting to a wifi network generated from satellite broadband	
Payment methods to include chip and pin, cash to allow pay on exit, pay and display, pay on line and pay by account for registered customers	
Allow a parking tariff that can accommodate fixed or interval based charging options	
Windows based back office operating system to be operated or amended by onsite staff	
Real time link from the back office software to on site infrastructure	
Ability for customers to top up from pay and display to pay on exit	
Allow redemption of complimentary pass codes, vouchers, discounts, entitlements and membership schemes	

Ethernet connectivity	
Provision of generating vouchers for redemption on site	
Ability to sell at the pay point the Discovery Pass (FC's membership scheme) and make them instantly live on the system	
Options to gather contact details via registered users	
Touch screen option	
Stand alone failover ability	
Each terminal should open with a unique key, but all machines on site should also open on one master key	
Reconciliation print outs from each pay machine are uniquely identifiable	
Export back office reports into Excel	
HD ANPR cameras to be supplied and installed in a robust housing.	
Provide the FC with a complete specification for your system	
Ability to carry out a minimal 12 month financial audit on each machine	
Comply with the Equality Act 2010 requirements	
Service contract to provide 7 day a week remote or site based emergency cover	
Warranty of 12 months from the date of installation	

7b. Specific Award Questions

	Question	Weight %
7B1	Whinlatter is a remote site. Please can you describe you will support this site, the system you employ to facilitate this and the process for logging, following up and solving faults and how is this supported out of hours?	20%
Answer:		
7.B2	At Whinlatter parking is part of the customer’s experience, the FC is striving to make payment for parking fair and ethical that does not detract from the experience the customer has had whilst visiting. Can you describe how the system allows this philosophy to be facilitated?	10%
Answer:		

7B3	Please describe the timescale in which installation of the system can be completed so that it becomes operable	10%
Answer:		

8. Pricing

Please provide details of your pricing in the schedule provided below.

Ref	Description	Price (£)
	3 x Pedestal mounted Kiosk	
	1 x 2 lane ANPR System	
	1 x Information centre exception terminal	
	1 x meter camera column	
	Installation cost	
	Service & Maintenance contract	
	Staff Training	
	TOTAL PRICE	

9. Declaration

Please state within the box at the end of this declaration if there are any specific areas with which you cannot comply. Please note that this may invalidate your tender submission.

In this certificate, any reference to person or persons will mean and include businesses, associations or corporations and any reference to arrangements or agreements will mean any and all transactions, formal or informal, lawful or otherwise.

Conditions 1, 13, 14, 15 and 16 of this declaration are mandatory requirements, and bidding organisations must accept these conditions; failure to do so will automatically invalidate your bid. All other conditions are discretionary, and while the Forestry Commission are entitled to exclude you from being considered further if any of these conditions are qualified or not accepted in full, we may decide to allow you to proceed further. In the event that any of the following do apply, please set out in the box below (or a separate annex if you require more space) 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.

By signing this Declaration you, the bidding organisation, certify that:

1. The bidding organisation or any directors or partner or any other person who has powers of representation, decision or control have not been convicted of the following offences as defined by the relevant UK law:

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 as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:

(i) the offence of cheating 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 monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.
- (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;
- (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.
- (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.

(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 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)

e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

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

eb) an offence in connection with the proceed of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; 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.

2. The bidder being an individual is not in a state of bankruptcy nor has a receiving order or administration order or bankruptcy restriction order made against him nor has made any arrangement for the benefit of 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;

3. The bidder being a partnership constituted under Scots law has not granted a trust deed nor become otherwise apparently insolvent, nor is subject of a petition presented for sequestration of its estate.

4. The bidder being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 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.

5. The bidding organisation has not been convicted of a criminal offence relating to the conduct of its business or profession.

6. The bidding organisation has not committed an act of grave misconduct in the course of its business or profession.
7. The bidding organisation has fulfilled its obligations relating to 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
8. The bidding organisation has fulfilled its obligations relating to payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established.
9. The bidding organisation is not guilty of serious misrepresentations in providing any information required under Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or under Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time).
10. The bidding organisation is in possession of a licence or is a member of the appropriate organisation where the law requires it.
11. The bidding organisation has not had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.
12. None of the senior personnel of the bidding organisation have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.
13. The bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.
14. The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.
15. The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), 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.
16. The bidding organisation confirm that this is a *bona fide* tender, intended to be competitive, and that they have not:-
 - a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respect of this tender;
 - b) worked with any person in the preparation of the tender, irrespective of whether or not that person is also a bidding organisation in respect of this

tender, save to the extent that (i) the work and involvement of that other person is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged work does not amount to collusion and

- c) exchanged information with any of the other bidding organisations in respect of this tender save to the extent that (i) the exchange of information is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged exchange of information does not amount to collusion.

Please state within the box below if there are any specific areas of the declaration above with which you cannot comply. Please note that this may invalidate your submission, but you should provide details that will enable the Forestry Commission to decide whether to let you progress further in the process, should the reasoning be satisfactory when it applies to one of the discretionary exclusion conditions.

I declare that to the best of my knowledge the information submitted in this ITT is correct. I understand that the Forestry Commission may reject this ITT if there is a failure to answer all relevant questions, or provide any requested information fully or if I provide false or misleading information; or if I make any false declaration which is discovered after Contract Award; I acknowledge that this may lead to said contract being terminated.

Name (printed)

Date

Signature

Capacity / Title

For and on behalf of
