

Corporate and Forestry Support  
Forestry Commission  
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Lorna Baillie  
Corporate Support Officer

07/01/2015

**INVITATION TO TENDER (ITT) FOR Scoping study on valuing the social and environmental benefits of trees and woodlands in England, Scotland and Wales**

**REF NO: CFSTEN 2/14**

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:

Lorna Baillie  
Corporate Support Officer  
Corporate and Forestry Support  
Silvan House  
231 Corstorphine Road  
Edinburgh  
EH12 7AT

Tel: 0300 067 5039

Email: lorna.baillie@forestry.gsi.gov.uk (Email address provided for enquiries only)

Send completed tenders as:

- **three** 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 Scoping study on valuing the social and environmental benefits of trees and woodlands in England, Scotland and Wales CFSTEN 2/14 - **Not to be opened until 1pm on Wednesday 4<sup>th</sup> February 2015**

We must receive your completed tender by Wednesday 4<sup>th</sup> February 2015 at 1pm. 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 4 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 Scots Law and the Forestry Commission's Standard Terms and Conditions of Contract for Consultancy 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 Contract for Consultancy 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

Lorna Baillie

Corporate Support Officer

## 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	Not Applicable
	7b. Specific Award Questions	Complete & Return
	8. Pricing	
	9. Declaration	
B	References	Not Used
C	Financial Information	Not Used
D	Health & Safety	Not Used

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
Closing date and time for enquiries	28 <sup>th</sup> January 2015 at 5pm
<b>Tender Return Date and Time</b>	4 <sup>th</sup> February 2015 at 1pm
Expected Notification of Intent to Award	18 <sup>th</sup> February 2015
Expected Start Date	23 <sup>rd</sup> February 2015
Draft Report	Friday 31 <sup>st</sup> July 2015
Final Report	Monday 31 <sup>st</sup> August 2015

### 3. Statement of our Requirements

We will be awarding a contract for Scoping study on valuing the social and environmental benefits of trees and woodlands in England, Scotland and Wales.

Our intention is to award this contract for a period of 6 months.

The total value of this contract over the entire period, including any extension options, will be in the region of £45,000 (Excluding VAT).

#### Contract Description

##### Aim

1. The aim of this study is to propose options for strengthening the economic evidence base on the social and environmental values of trees and woodlands across Britain.

##### Background

2. There is a substantial evidence base on the non-market social and environmental benefits of forests in Britain. This includes studies by Willis *et al.* (2003) which estimated values for a range of benefits (including recreation, biodiversity and landscape), CJC Consulting (2005) which explored physical and mental health benefits of green space, Christie *et al.* (2006) which estimated values for different segments of recreational users of forests, and EFTEC (2010) which analysed the Public Forest Estate in England.

3. In recent years, policy and analysis have adopted the cross-cutting concepts of ecosystem services and natural capital, leading to additional data demands and a greater recognition of a wide range of nature's 'stocks and flows' on which the economy and society depend. Analysis of forestry has also paid growing attention to the contribution of woodlands in the wider landscape - including trees and woods on farms - and in towns and cities.

4. Modelling and analytical capacity in the UK and overseas have advanced in recent years. The UK National Ecosystem Assessment in 2011, and its Follow-On project in 2014, has developed sophisticated integrated modelling which allows comparisons of the impacts on agricultural and forestry values of woodland planting scenarios. Models such as InVEST have provided tools to evaluate multiple ecosystem services, and iTree and other models have been developed to analyse the benefits of urban trees and woodlands.

5. Work by government bodies and others has developed more and better data on assets and activities affecting forestry and other land-uses. For example, the Monitor of Engagement with the Natural Environment (MENE) survey, led by Natural England, provides trend data on how people use the natural environment in England. The National Forest Inventory, managed by the Forestry Commission, has developed the most comprehensive database to date on the size, distribution, composition and condition of our forests. Models developed by Forest Research enable detailed analysis of the carbon sequestration effects of woodlands across Britain.

6. In summary, a number of major changes (set out above) have taken place in policy, and in the conceptual and analytical landscape, which bring into question whether existing evidence on the social and environmental benefits of forests could now be updated and expanded, both in terms of its coverage and its technical rigour.

### **Aims and objectives**

7. The study should propose a practical set of options for adding to and enhancing the existing evidence base on the social and environmental benefits of trees and woodlands, so that the data needs of different analytical techniques (e.g. policy appraisal, natural capital accounting) can be met.

8. Specific objectives are to:

- i. Identify the uses to which forest ecosystem service values may be applied in order to understand future data requirements;
- ii. Assess the technical validity of current value estimates, and identify gaps, spatial techniques and models available to support the estimation and analysis of social and environmental values from forests;
- iii. Assess whether and how values can be estimated to satisfy the purposes identified in (i) above; and,
- iv. Propose options for carrying out data collection, research and analysis to update and/or enhance the evidence base.

### **Scope and methodological issues**

9. Valuation of the benefits (and disbenefits) from woodlands is a very broad topic, both in terms of the types of woodlands encompassed in the forest estate and the range of analytical methods that can be deployed. As a scoping study, we wish this work to be as comprehensive as possible, unless there are compelling reasons for a particular type of woodland or ecosystem service to be excluded. For example, urban as well as rural trees and woodlands are within scope, although it is recognised that this represents a distinct area of valuation involving bespoke data-sets and models. Trees and woodlands may need to be valued at different spatial scales – ranging from individual trees or stands to landscape scale – depending on the context.

10. Previous studies (e.g. EFTEC 2011) have identified the range of ecosystem services provided by woodlands. We recommend the use of such work which may be helpful in fulfilling the objectives of the current study, in particular relating to identifying gaps and reviewing the quality of existing data.

11. The study should also consider the range of uses to which valuation data may be put, and whether these require different forms of value estimates (and, therefore, analytical approaches) or whether it's possible to meet different valuation requirements at the same time. These uses will be discussed and agreed with the Steering Group at the start of the study. Some examples include:

- exchange values form the basis for current work to develop natural capital accounting whereas economic valuation of social and environmental benefits in recent years has focussed on estimating consumer surplus values;
- natural capital accounts require data on stocks (assets) as well as flows (services);
- behavioural science theories affecting economic valuation point to the conceptual difference between estimating gains and losses (i.e. willingness to pay vs. willingness to accept); this has implications for cost-benefit analyses where losses are being examined, for example due to pests



and diseases.

- policy appraisals relating to forestry or tree health decisions routinely require values for social and environmental impacts.
- in some cases, values may be required for specific species (e.g. for tree health appraisals) and as such can be difficult to estimate from existing valuation data.
- policy appraisals can have wide-ranging data needs, including on values for different sizes, ages and configurations of trees and woodlands, and on values for the role of trees in integrated land-use (e.g. shelter belts).
- value transfer has emerged as a useful means of developing spatially-disaggregated data on costs and benefits.

12. The study should examine the potential for forestry-related databases to inform and support future research. In particular, the National Forest Inventory provides a large store of data about the extent and condition of the forest estate across the UK (disaggregated by species and location).

13. A range of other factors will also affect both the feasibility of developing an adequately robust evidence base. These largely concern spatial issues; for example, woodland type and management regime, opportunity costs and substitute sites, proximity to population centres, and distance decay (for some services).

14. The options proposed in this study should identify the uses to which valuation evidence will be put, the types of forest ecosystem services to be valued, and the methods that might be used. The consultants are encouraged to include these factors in their proposals, although consultation with members of the steering group, and other experts as required, will be needed during the study.

15. The cost of the 'options proposed' will be an important factor, so methods that build on existing databases and research will be attractive. However, empirical work is justified where this is seen as the only way to provide sufficient rigour and coverage in the future evidence base.

16. We recognise that ambitions concerning economic valuation need to be constrained by what is practical, affordable and achievable within the time and resources available. Some prioritisation will be needed, for technical and policy-related reasons, and the consultants may wish to include discussions with staff in government and other organisations to assist their deliberations.

### **Management of the study**

17. The study will report to a steering group which will include representatives from the Forestry Commission, DEFRA and the Devolved Administrations. The nominated officer for the study is Pat Snowdon from the Forestry Commission's Corporate & Forestry Support in Silvan House, Edinburgh. Queries about the approach to be taken to this project can be directed to him at [pat.snowdon@forestry.gsi.gov.uk](mailto:pat.snowdon@forestry.gsi.gov.uk) or on 0300 067 5211.

### **Outputs**

18. Electronic version of the final report, written in a clear and accessible style.



**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.**

<b>Section/ Module</b>	<b>Title</b>	<b>Weighting</b>	<b>Agreed Marking Criteria</b>
5	Lots	Not Applicable	Not Applicable
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 &amp; 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 &amp; 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> Not Applicable	Not Applicable	Not Applicable
7b	<u>Specific Award Questions</u> 1. Provide details of your proposed approach or methodology to the work described in Section 3 – Statement of	<u>Weight %</u>  40%	<p>The following evaluation system will be applied:</p> <p><b>0 – No response or totally inadequate response</b></p> <p>No response or an inadequate response</p> <p><b>1 – Major Reservations/Constraints</b></p> <p>The response simply states that the</p>

	<p>Requirements. Your response should explain how work will be carried out and should incorporate a work program identifying the timescales and various steps involved.</p> <p>2. Provide detailed information on the background, experience and responsibility of each of the team members you intend to use to carry out the work, demonstrating their suitability for the task. Your response should incorporate a clear specification of the tasks to be carried out by each member of the team including the time commitment of each member at the various steps (as detailed in response to Q1 above).</p>	40%	<p>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><b>2 – Some Reservations/Constraints</b></p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p><b>3 – Fully Compliant</b></p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p><b>4 – Exceeds Requirements</b></p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract</p>
8	Pricing Schedule	Weight %  20%	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	Not Used	Not Used
Module C	Financial Information	Not Used	Not Used
Module D	Health and Safety	Not Used	Not Used

## 5. Lots

**Not Applicable**

## 6. Organisation Details

<b>Organisation Details</b>			
	<b>Question</b>	<b>Your Answer</b>	
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	

<b>Organisation Details</b>			
	<b>Question</b>	<b>Your Answer</b>	
		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.)		
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.	<b>No</b>	<b>Yes</b>
		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	

**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.**

6.10	Does your organisation have a written Health and Safety Policy?	<b>Yes</b>	<b>No</b>		
<b>Note:</b> if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.					
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	<b>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.</b>				
<b>Insurance Policy</b>		<b>Indemnity Value (£)</b>	<b>Yes</b>	<b>No</b>	<b>Will secure if successful</b>
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)		Min £5m per claim			
Public Liability		Min £2m per claim			

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"> <li>a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or</li> <li>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</li> <li>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?</li> </ul>	<b>No</b>	<b>Yes</b>
<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"> <li>➤ Corrective action undertaken by you to date;</li> <li>➤ Planned corrective action to be taken;</li> <li>➤ Changes in personnel or ownership since the OONC; or</li> <li>➤ Changes in financial, accounting, audit or management procedures since the OONC.</li> </ul> <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"> <li>➤ 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.</li> <li>➤ Where the OONC relates to a DOTAS, the number of the relevant scheme.</li> <li>➤ The date of the original "non-compliance" and the date of any judgement against the supplier, or date when the return was amended.</li> <li>➤ The level of any penalty or criminal conviction applied.</li> </ul> <p>Please use the box below to provide details if appropriate, and expand as necessary.</p>			



## 7a. Specific Gateway Questions

**Not applicable**

## 7b. Specific Award Questions

	<b>Question</b>	<b>Weight %</b>
<b>7b1.</b>	Provide details of your proposed approach or methodology to the work described in Section 3 – Statement of Requirements. Your response should explain how work will be carried out and should incorporate a work program identifying the timescales and various steps involved.	40%
<b>Answer:</b>		
<b>7b2.</b>	Provide detailed information on the background, experience and responsibility of each of the team members you intend to use to carry out the work, demonstrating their suitability for the task. Your response should incorporate a clear specification of the tasks to be carried out by each member of the team including the time commitment of each member at the various steps (as detailed in response to question 7b1 above).	40%
<b>Answer:</b>		

## 8. Pricing

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

Description	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)

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Date

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Signature

Modular ITT – Module A|

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Capacity / Title

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For and on behalf of

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