

# **Invitation to Tender for**

Supply of Explosives to all  
locations in Scotland (including  
Island deliveries)

**Contract No:** Explosives580

**PCS Doc ID:** 327617

## 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 in the development and promotion of sustainable forest management. We deliver the distinct forestry policies of England and Scotland through specific objectives drawn from the country forestry strategies.

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

## 1 Type and term of contract

We will be awarding a contract for the supply of explosives to location throughout Scotland (including the islands).

Our intention is to award this contract for a period of four years.

Break points are available within the contract at the end of years 2 and 3, at which time we will decide on whether the contract will continue.

The decision on whether to use the break points will be at our discretion and we will base it on the following factors: products supplied to date, quality and delivery performance, budget availability and operational requirements.

The total value of this contract over the entire period, including any extension options, will be in the region of approximately £3million.

## 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.

<b>Stages</b>	<b>Dates</b>
Issue ITT Document	24 <sup>th</sup> November 2014
Closing date and time for enquiries	21st January 2015
<b>Tender Return Date and Time</b>	28 <sup>th</sup> January 2015 @ 1300
Expected Notification of Intent to Award	27 <sup>th</sup> February 2015
End of Standstill Period	16 <sup>th</sup> March 2015
Expected Start Date	1 <sup>st</sup> April 2015

## 2.2 Clarification

### 2.2.1 Clarification

Once we have evaluated submissions, we may need further clarification and may ask for this additional information or a clarification meeting. The purpose is to explore further the information you have provided in your submission.

## 2.3 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:

Aileen Macintosh

[FESHO.Reception@forestry.gsi.gov.uk](mailto:FESHO.Reception@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:

- 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 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 reserve the right to not consider any tenders received after the deadline. Please be aware that tenders may be copied for our use.

Mark your envelopes with the words '**Tender for** Supply of Explosives – **Not to be opened until** 28<sup>th</sup> January 2015 @ 1300'.

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

Send completed tender documents to the following address:

Aileen Macintosh

Forest Enterprise Scotland

1 Highlander Way

Inverness Business and Retail Park

Inverness

IV27GB

### 3 Statement of Requirements

We intend to award a contract for the supply of explosives throughout FC location in Scotland.

**Goods and services to be supplied**

We will require the following goods to available to be delivered on request to every blast site location in Scotland. Blast sites will be located within each Forest District (see appendix 1 for list of Forest Districts we will require delivery to). The successful bidder must be able to deliver all of the following goods:

<b>Item</b>	<b>Type/Size</b>
Packaged Detonator Sensitive Explosives UN 0241 Type E	Cartridges 90mm x 4Kg
Packaged Detonator Sensitive Explosives UN 0241 Type E	Cartridges 80mm x 4Kg
Cast Primer UN 0042 Class 1.1D	150gm
Cast Primer UN 0042 Class 1.1D	450gm
Cast Primer UN 0042 Class 1.1D	500gm
Down hole Detonators	475ms / 500ms x 6.0m
UN 0360 Class 1.1B	475ms / 500ms x 7.5m
	475ms / 500ms x 9.0m
	475ms / 500ms x 12.0m
	475ms / 500ms x 15.0m
	475ms / 500ms x 18.0m
	475ms / 500ms x 21.0m
	475ms / 500ms x 30.0m
Non-Electric Surface Connectors	17ms x 6.0m
UN 0360 Class 1.1B	17ms x 9.0m

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	25ms x 6.0m
	25ms x 9.0m
	42ms x 6.0m
	42ms x 9.0m
	67ms x 6.0m
Instantaneous Electric Detonators	3.0m
UN 0030 Class 1.1B	
Bulk Emulsion UN3375	70/30
Bulk Emulsion UN3375	75/25
Bulk Emulsion UN3375	80/20
Bulk Emulsion UN3375	100
Shotfiring Cable	Roll 100m
Surefire Lead line	100m
Surefire Lead line	200m

During the life of the contract the FC may add or remove items as required. The successful supplier will be able to submit a price for any new goods which the FC requires during the contract term.

As part of this process the FC have requested details of your minimum order quantities but the FC will need to order small reactive orders/requirements as, and when they are needed. It is expected the winning supplier will accommodate these orders although we have requested minimum order quantity details. This will not be a regular occurrence.

### **Quality Assurance:**

All goods supplied must come:

- With full guarantees
- Evidenced of supply chain traceability (Track and Trace)
- Dated & stamped
- Evidence of Loading density being checked during loading per tonne and provided to the FC, and
- Evidence of 6 weekly checks on pump truck calibration.

The successful supplier is liable for product failure and the FC require the supplier to refund and replace at no charge any faulty goods provided.

Any product failure must be investigated by the supplier to ensure the FC are provided with re-assurance the issue will not happen again.

Before any civil explosives are transferred, the consignee must obtain a Recipient Competent Authority (RCA) document which grants approval for the transfer.

Some orders will require the successful supplier to load/unload the delivery for them. This will be specified at the time of ordering. The successful supplier must be able to provide a delivery hose which must be able to pump to 60metres. However it is important the total weight of the hose including the product does not exceed the manual handling guidance for the operator.

The FC may require a two man delivery team consisting of the delivery driver and a hoseman. This requirement will be specified when placing the order for the goods.

All drivers working under this contract must have written instructions within their vehicles regarding actions in the event of emergencies/accidents/health and safety incidents/pollution control while delivering goods to FC sites.

The successful supplier must be able to supply a certified / calibrated vibrograph when required to measure ground vibrations and air over pressure giving documented readings to the FC.

### **Delivery locations:**

The FC requires a supplier to supply and deliver goods to all blast sites within the locations identified in Appendix 1.

Bidders must deliver to every location identified when requested although the FC do not guarantee that there will be deliveries required at each location during this contract term.

Bidders should also note there are significant constraints in delivering the explosives to the islands and should note the travel requirements for each island for example Arran or Mull.

All bidders must confirm they are aware of the relevant ferry operator requirements and the International Maritime Dangerous Goods Code (IMDG) regulations for delivering to island locations and build any associated costs into their tender submission.

Some ferry operators may not allow explosives to be transported on some or all of their ferries so bidders must be aware of the constraints and make reference to sites such as

<http://www.calmac.co.uk/Downloads/journey-information/CONDITIONS%20OF%20CARRIAGE.pdf>

All delivery drivers must provide photographic identification to the FC.

## **Ordering Procedure**

The FC district offices will place orders and delivery locations directly via email to the contract holder and will provide maps and grid references for deliveries. We require an acknowledgment and delivery timescale within 24 hrs. We will require the contract holder to provide Management Information regarding the volume of orders placed and the quantities placed on a regular basis. The supplier should only accept orders submitted with a valid Purchase Order Number.

As part of your tender response you must indicate what the minimum order size will be per order placed and detail the minimum chargeable amount we must order in tonnes or in cash value. The contract holder would also need to state what the maximum order size will be per order placed for one location.

When the FC place an order with the contract holder we will generally expect delivery within 48hrs. This may vary but any variation will be specified at the point of placing the order. *These timescales may vary for island deliveries and this will be confirmed when the FC place the order.*

## **Return Policy/Procedure**

If any goods provided under this contract are faulty or do not meet the required quality standard then the FC will contact the contract holder who will be required to dispose of faulty or misfired goods at no cost to the FC in line with the HSE guidance on explosives disposal - <http://www.hse.gov.uk/explosives/disposal.htm>

## **Health and Safety**

All personnel involved in the delivery of these goods and services must hold ADR Training and Certification (Cards) and you must Pass the Health and Safety Section of this Invitation To Tender Document.

The Health and Safety Executive in line with current Dangerous Goods Regulations require that all persons employed by the road vehicle operator, consignor, personnel who load or unload dangerous goods, personnel in freight forwarding or shipping agencies and drivers are required to hold an ADR.

## **Contract Management and Management Information**

You are required to nominate a dedicated contract manager who will be the main point of contact for the FC and provide an annual statement of order placed, whether

the goods were delivered on time and detail any returns which have been made by the FC on an annual basis.

**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 in sections A - J. 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 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 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 90 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 Scots 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 of our intention to award.

#### 5.4.1 Standstill Period

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

#### 5.4.2 Debriefing

We will give **all bidders** the opportunity of a debriefing. Please tell us in writing as soon as possible if you want a debriefing. We provide a formal debrief within 15 calendar days of receiving a request.

## 5.5 Evaluation matrix

Section	Title	Weight	Agreed Marking Criteria
A	Form A – Organisation and Contact Details	Mandatory  Question A20 – Pass/Fail	Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.  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.
A	Form B – Grounds for Mandatory Rejection	Pass/Fail	If you cannot answer 'no' to each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.
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 get them, if successful, before the contract start date. If you cannot confirm this, you will fail this section.
E1	Specific Gateway Question	Weight	The following evaluation system will be applied

	E1a	Pass/Fail	E1a – Yes = Pass E1a – No = Fail
	E1b	Pass/Fail	E1b – Yes = Pass E1b – No = Fail
	E1c	Pass/Fail	E1c – Yes = Pass E1c – No = Fail
E2	<u>Specific Questions</u>	<u>Weight</u>	The following evaluation system will be applied: <b>0 – No response or totally inadequate</b> No response or an inadequate response. <b>1 – Major Reservations/Constraints</b> The response simply states that the supplier can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this. <b>2 – Some Reservations/Constraints</b> Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements. <b>3 – Fully Compliant</b> Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements. <b>4 – Exceeds Requirements</b> 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.
	E2a	20	
	E2b	5	
	E2c	5	
	E2d	5	
F	Pricing Schedule	<u>Weight</u> 65%	Price will be evaluated using the 'standard differential method' – each bidder receives 100% of the available marks less the percentage by

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			<p>which their tender is more expensive than the lowest; with 4 being the maximum score achievable.</p> <p>Sub Criteria will apply to the scoring of the price List provided. You will receive a score per sub-weighted item which will be added together to give a total score out of 65%.</p>
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**

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

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

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

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

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

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

<b>Tax Compliance</b>			
<p>A20 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:</p> <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 A20 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>			

## 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 each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.

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

<b>Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</b>	<b>Answer</b>
(a) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely:	
(aa) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	

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(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(d) fraud, where the offence relates to fraud affecting the European Communities' financial interests of the European Communities as defined by Article 1 of the Convention on the protection of the financial interests of the European Union, within the meaning of:	
(i) the offence of cheating the Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995.	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as	

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

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 proceeds 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.	
<b>Are the following true of your organisation?</b>	
(g) the bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.	
(h) The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the	

<p>Government Transparency Agenda.</p>	
<p>(i) 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.</p>	
<p>(j) The bidding organisation confirm that this is a <i>bona fide</i> tender, intended to be competitive, and that they have not:-</p> <ul style="list-style-type: none"> <li>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 respective of this tender;</li> <li>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</li> <li>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</li> </ul>	

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of information does not amount to collusion.	
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## 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 answer 'Yes' to any question in this section it is very unlikely that we will accept your application, and you should contact us for advice before completing this form. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. We will take into account the information you provide when considering whether you will be able to continue with this procurement exercise.

We are also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time) or you fail to provide any such information requested by us.

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

Is any of the following true of your organisation?	
<p>(a) <u>being an individual,</u> is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;</p>	
<p>(b) <u>being a partnership constituted under Scots law,</u> has granted a trust deed, or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or</p>	
<p>(c) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> has passed a resolution, or is the subject of an order by the court for the company's winding up otherwise than for the purpose of</p>	

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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?	
(d) Any of the senior personnel 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.	
<b>Has your organisation</b>	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	
(b) committed an act of grave misconduct in the course of your business or profession;	
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established;	
e) and/or any or your contractors had a gangmasters licence refused or revoked for any reason in the past; and	
f) 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.	

Please state within the box below if there are any specific areas of questioning in this section 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.

## Part B – Financial

### Economic and Financial Standing Regulation

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

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>		
B1	Please indicate which one of the following you would be willing to provide:- <b>(please indicate which one by ticking the relevant box)</b>	
	A copy of your audited accounts for the most recent two years.	
	A statement of your turnover, profit and loss account and cash flow for the most recent year of trading.	
	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	Alternative means of demonstrating financial status if trading for less than a year.	

## Part C – Health and safety

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

### General health and safety questions

	Question	Yes	No
1	Does your organisation have a written Health and Safety Policy?		
	<b>Note:</b> if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.		
2	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. From your answer we will decide whether the training is appropriate or required for this contract.		
3	Please provide details of how you manage health and safety at work. Your responses should include: <ul style="list-style-type: none"> <li>• basic statement on safety awareness;</li> <li>• organisational structure;</li> <li>• nominated advisor or consultant for health and safety;</li> <li>• use of supervisory visits;</li> <li>• processes you have to make sure staff are up to date on health and safety requirements; and</li> <li>• details of how you monitor this.</li> </ul>		

4	Please provide details of any Improvement or Prohibition Notices or Prosecutions served by the Health and Safety Executive, and explain what improvements you have made to make sure they do not reoccur. Your responses should include evidence of lessons that you have learned and acted on.
5	Please provide details if your organisation has been prosecuted or issued with an Improvement Notice or Order by the Environment Agency, Scottish Environmental Protection Agency, National Rivers Authority, a Local Authority, or any other enforcement body responsible for protecting the environment (including a Planning Authority for a breach of Planning Control). Your responses should include evidence of lessons that you have learned and acted upon.

## Risk assessment

6	<p>Please provide examples of the risk assessment process you have applied in previous contracts of a similar nature to this requirement. Please provide copies of the following if relevant to the contract:</p> <ul style="list-style-type: none"><li>• emergency plans;</li><li>• lone working procedures;</li><li>• previously completed checklists; and</li><li>• records of inspection and testing of machinery and electrical equipment.</li></ul> <p>The process should follow the HSE process or similar and you should provide all the relevant documents we ask for.</p>
7	<p>Please provide examples of the method statements you have applied in previous contracts of a similar nature to this requirement, and explain how you have linked these to the risk assessment. Please provide examples which show that in previous contracts you have produced method statements detailing how you will carry out the work and you have based these on your risk assessments.</p>

## Health and safety advice

8	How does your organisation obtain competent health and safety advice? (Either within the organisation or externally)? Please show us you have the following or equivalent: internal safety officers, consultants, appointed person in the organisation responsible for health and safety.
9	Please provide details of any safety organisations you belong to, for example RoSPA, IOSH etc. This is for our information only.

## Competence and qualifications

10	Do the employees, contractors and, or, sub-contractors who will deliver the contract if successful hold the following qualifications or certification for the following?			Qualification Provider
		Yes	No	
	International Carriage of Dangerous Goods by Road (ADR)			
	Emergency First aid at work			
	BETO2 License			
	Quarry Passport			
	Confirmation and Evidence of a Police check for carrying explosives			
	RCA document			

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	Certificate of approval for EXII and EXIII			
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		Yes	No
11	Do the employees who will deliver the contract, if successful, receive relevant update training?		

12	Please provide details of the relevant update training that you provide to the employees who will deliver the contract. From your answer we will evaluate whether the level and frequency of training is appropriate.
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## Accident records and reporting

13	How does your organisation make sure you learn from incidents or accidents and change your working practices as necessary? Please provide examples. You must provide evidence that you have a process to record accidents.
14	How does your organisation ensure it reports under RIDDOR, where this is required? Your response should demonstrate recognition of RIDDOR reportable categories and timescales.

## Working with sub-contractors

15	Please provide details of your selection process for sub-contractors either with the Forestry Commission or other organisations. This selection process should include assessment and review of their approach to risk assessment, competence and qualifications, and accident reporting and recording. Subcontractors must demonstrate the same level of legislative requirements as the main contractor.

## Part D – Details of insurance policies

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>				
<b>You must either confirm that you have these levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.</b>				
<b>Insurance Policy</b>	<b>Indemnity Value (£)</b>	<b>Yes</b>	<b>No</b>	<b>Will secure if successful</b>
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £5m per claim			
Products Liability	Min £ 1m per claim			
<b>If you do not undertake to secure the stated levels of insurance, we will not consider your submission.</b>				

## Part E1 – Specific Gateway Questions

	<b>Question</b>	<b>Weight %</b>
<b>E1a</b>	Confirm you can supply all of the goods and services required, to the specification identified in Section 3, and will deliver to every location identified, including the island delivery requirements within the required delivery timescales.	Pass/Fail
<b>E1a</b>	Yes/No	
<b>E1b</b>	Confirm you understand the implications of making island deliveries and are aware of the restrictions from the Ferry operators and the IMDG regulations.	Pass/Fail
<b>E1b</b>	Yes/No	
<b>E1c</b>	Confirm you have an ADR and RCA to carry and deliver explosives	Pass/Fail
<b>E1c</b>	Yes/No	

## Part E2 – Specific Award Questions

	<b>Question</b>	<b>Weight %</b>
<b>E2 a</b>	Explain how you source the explosives, quality assure the goods and the guarantees you will provide the FC regarding the quality and specification of the goods provided?	20
	<b>Question</b>	<b>Weight %</b>
<b>E2 b</b>	Explain the ordering process you have in place when we identify a requirement and place an order (including confirmation of the minimum and maximum order size per order). Outline how you will deal with returns/complaints about the delivery timescales or quality of the goods you are supplying.	5
	<b>Question</b>	<b>Weight %</b>
<b>E2 c</b>	Provide details of the delivery team who will work on this contract explaining their background and experience and what labour you will supply with the orders for example the availability of a hoseman/someone to work the pumphuck.	5

	<b>Question</b>	<b>Weight %</b>
<b>E2 d</b>	Explain the process you have in place to ensure continuity of service to combat driver absence, transport breakdown or delays with the supply of goods to the FC.	5

## Part F – Pricing schedule

		<b>Weight %</b>
<b>F1</b>	<p><b>Please provide details of your pricing in the schedule provided. Please complete the Pricing schedule attached in Appendix 2. Sub-Criteria will apply to each item identified within the Pricing Schedule:</b></p> <p><b>Packaged Explosives - worth 20%</b></p> <p><b><u>Detonators - worth 20%</u></b></p> <p><b><u>Bulk Explosives - worth 50%</u></b></p> <p><b><u>Initiation - worth 5%</u></b></p> <p><b><u>HoseMan - worth 5%</u></b></p> <p><b>Please note prices are fixed for the duration of the contract but line prices may be reviewed annually in line with CPI.</b></p> <p>Prices should be 'All Inclusive' including all delivery and track and trace charges. . You should build in any delivery costs for island delivery to your unit price this includes any travel and subsistence costs associated with these deliveries</p> <p>You MUST provide a price for every good itemised in every location identified. If you do not fully complete the pricing schedule we will declare your tender invalid and it will not be scored any further. We will add all prices submitted for each sub-criteria section to achieve your price score.</p> <p>You must enter the Loading Density in the relevant column for each Bulk Explosive</p> <p>You must specify any surcharge cost for Track and Trace when supply</p>	65

	Dets and Primers (if any apply)	
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## Part G - Terms and conditions of contract

This ITT, and any contract arising from it, will be subject to the latest version our [terms and conditions](#) for the supply of goods and associated services.

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.

		<b>Yes</b>	<b>No</b>
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.		

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

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>	
	<p>Please provide details of up to three contracts from either or both the public or private sector, that are relevant to our requirement. Contracts for the supply of goods or services should have been performed during the past three years. Works contracts may be from the past five years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them).</p> <p>Note that where possible referees should not be linked to the FC and that we may contact your referees without telling you again.</p>
H1	Reference 1
	Organisation name:
	Customer contact, name, phone number and email
	Contract Start date, contract completion date and contract value
	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.
F1	Reference 2
	Organisation name:

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	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.	
F1	Reference 3 Organisation name:	
	Customer contact, name, phone number and email	
	Contract Start date, contract completion date and contract value	
	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.	
	If you cannot provide at least one example, please briefly explain why (100 words max)	

Part I – Declaration

**Weighting: This is a Gateway Section (Pass/Fail)**

I declare that to the best of my knowledge the answers submitted in this ITT are correct. I understand that the information will be used in the process to assess my organisation’s suitability to be invited to tender for the Authority’s requirement and I am signing on behalf of my organisation. I understand that the Contracting Authority may reject this ITT if there is a failure to answer all relevant questions fully or if I provide false or misleading information

Name:

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Date:

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Signature:

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Capacity or Title:

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For and on behalf of:

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

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

Tender No: Explosives580  
Due for Return by: 28th January 2015 @1300  
Subject: Supply of Explosives

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The essence of selective tendering is that the Forestry Commission will receive *bona fide* competitive tenders from all those tendering. In recognition of this principle, we certify that this is a *bona fide* tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do so at any time before the hour and date specified for the return of this tender any of the following acts:

- communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium insurance quotations required for preparing the tender;
- enter any agreement with any other person whereby they will refrain from tendering or as to the amount of any tender to be submitted;
- offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for this work any act or thing of the sort described above.

In this certificate, the word “person” includes any individual, partnership, association, or body either corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed for and on Behalf of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Tel: \_\_\_\_\_ Email: \_\_\_\_\_