

Forestry Commission South District
Bucks Horn Oak
Farnham, Surrey
GU10 4LS
Tel 0142023666
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pam.eastwood@forestry.gsi.gov.uk
Pam Eastwood
Recreation Ranger

9th January 2015

Dear Sirs

INVITATION TO TENDER (ITT) FOR Wood Warden at Forest of Bere

REF NO: 304/SD/15/1129

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:
Pam Eastwood

Forestry Commission, South District, Bucks Horn Oak, Farnham, Surrey GU10 4LS

Tel: 07778 110349

Email: pam.eastwood@forestry.gsi. (Email address provided for enquiries only)

Send completed tenders as:

- one paper copy by post or hand delivered.

Please note we do not accept fax or email copies.

Please mark the envelope with the initials "ITT" for Wood Warden, Forest of Bere - Not to be opened until 2pm on Tuesday 10th February 2015".

We must receive your completed tender by **2pm on Tuesday 10th February 2015.**

We will keep tenders that we receive earlier and not open them until after the deadline. We will not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

Please send all enquiries in writing or by email, by the deadline stated in the tender timetable, quoting the contract reference number stated above. If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all potential tenderers, although your identity will remain confidential.

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

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

You must follow these instructions:

- i. Any contract concluded as a result of this ITT shall be governed by English Law and the Forestry Commission's Standard Terms and Conditions of

Contract for **Contract for Services (Non-operational)** 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 Services (Non-operational)** 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

Pam Eastwood

Recreation Ranger

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	Complete & Return

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

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

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

2. ITT Timetable and Associated Stages

Set out below is the proposed procurement timetable. This is intended as a guide, and, while we do not intend to depart from the timetable, we reserve the right to do so.

Stages	Dates
Date(s) of site visits by bidders to FC site	Ranger available on request for site visit, Monday to Friday 8am to 4pm between 19 th January 2015 and 2nd February 2015
Closing date and time for enquiries	Monday 2 nd February at 2pm.
Tender Return Date and Time	Tuesday 10 th February by 2pm.
Expected Notification of Intent to Award	12 th February 2015.
End of Standstill Period	27 th February 2015.
Expected Start Date	1 st April 2015

Site Visits

Before the return date, bidders may need to have a site visit so that they can complete their submission. Site visits will take place on the date(s) specified in the timetable above and bidders should contact the person named in the covering letter to arrange this.

3. Statement of our Requirements

We will be awarding a contract for Toilet Cleaning at West Walk, Wood Warden Duties at West Walk and Creech Woods (Daily opening and closing of security barriers, litter collection).

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

Break points are available within the Contract at the end of the first and second year of the contract period, at which time we will decide on whether the Contract will continue.

The decision on whether to continue the contract in years two and three will be at our sole discretion and we will base it on the following factors: performance, consistency, budget availability, customer satisfaction.

The total value of this contract over the entire period, including any extension options, will be in the region of £55,000 - £70,000

Contract Description

Task 1 Clean Toilet Block

1.) Clean the toilet block at West Walk daily including Bank holidays when relevant (Excluding Christmas Day) to the following specifications:-

a.) Clean all fixtures and fittings, including toilet bowls and seats, flush handles, handrails and wash basins, using a proprietary cleanser. The Contractor will supply all cleaning equipment and supplies at their own expense.

b.) Clean all internal surface areas (excluding the ceiling), including floors, doors and walls, using a proprietary cleanser. The Contractor will supply all cleaning equipment and supplies at their own expense.

c.) Sweep the toilet area removing any litter collected from site and dispose of in accordance with the Collection and Disposal of Waste Regulations 1988.

d.) Replenish toilet paper dispensers. Forestry Commission will supply the toilet paper.

e.) Replenish hand wash dispensers and replace batteries when necessary. Forestry Commission will supply appropriate hand wash and batteries.

2.) Ensure appropriate signage is displayed during cleaning operations and that the block is left safe at all times.

3.) Inform Supervising Officer immediately you are aware of drain blockage problems and Cesspit concerns that can not be remedied during that visit.

4.) Twice weekly on Mondays and Fridays check operation of locks/bolts, fixings and flush efficiency and ensure they are working properly and are safe. Report any concerns, vandalism or leaks in the plumbing to the Supervising Officer.

5.) On a fortnightly basis the Contractor will brush down and clean all external walls, skylights, doors and path around toilet block.

6.) On a fortnightly basis the Contractor will brush out internal ceiling cavity and skylights.

7.) Lock and unlock toilet at the same time as the West Walk car park barrier, but no later than 07.00 hours.

The facilities connected with this contract must remain safe at all times. The contractor should be aware that there is unrestricted public access on foot at all times and limited vehicle access during open hours. (When the car park gates are open).

Consumable Items:

Where it is noted that the contractor must supply their own consumables the following Government Standard should apply and can be found at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/341460/GOV.UK_GBS_clean_prod_and_services.pdf

Task 2 Barrier Opening and Closing.

1.) Open car park barriers at Woodend, West Walk, Upperford Copse and Creech Wood, 365 days of the year, locking these gates securely open against the post provided. All of the gates must be open by 07.00 hours on each day.

2.) Close and lock the car park barriers at Woodend, West Walk, Upperford Copse and Creech Wood, 365 days of the year, after checking all areas of the car park is clear of vehicles from times indicated as follows:-

April to August at 20.00 hours

September to October at 18.00 hours

November to March 16.30 hours

Allow a wait of 15 minutes for vehicles remaining on site, at the same time making efforts to alert the owners politely that they need to leave the site. In the event that vehicles remain on site after this waiting period, close but do not lock exit gates and inform the Supervising Officer the following day with registration numbers of vehicles remaining on site.

Task 3 Litter Collection

1.) Collect all litter from car parks in the West Walk, Woodend, Upperford Copse and Creech Wood.

2.) Collect all litter from the car park entrance's, along the entire length of the access roads and parking bays up to 2 meters from edge of surfaced/running track, to the exit gates.

3.) Collect all litter from the play areas and picnic sites, collection to include 2 meters beyond the mown areas.

4.) Remove all litter collected from site and dispose of in accordance with the Waste (England and Wales) Regs 2011. This refuse can be taken to the Forestry Commission yard at Heath Road, Soberton, PO17 6UA and placed in the bin identified by the supervising officer.

For the purposes of this contract 'All litter' refers to waste dropped or left on site which can be placed into a standard black dustbin liner. This includes but does not limit – disposable nappies and barbecues, cigarette ends, organic matter and food wrappers. The Contractor will not be required to collect fly tipping. The Contractor must inform the supervising officer

of any fly tipping found on site immediately.

Quality Control

The Forestry Commission will operate a quality control and random checking procedure of all aspects of the work performed by the Contractor contained within this contract.

This will be done by the mean of formal recorded site visits, informal site visits, photographs and regular meetings with the contractor/operators.

Health & Safety

In October 2009 the HSE revised their guidance under the [Health and Safety \(First Aid\) Regulations](#). The major change has been that HSE now approve two levels of qualifications for first aiders:

- First Aid at Work (FAW), based on a minimum 3-day course.
- Emergency First Aid at Work (EFAW), based on a minimum 1-day course.

Forestry Commission has a [policy](#) for those wishing to work on its land.

For the purposes of this contract Operators must have a current Emergency First Aid at Work Certificate i.e. awarded within the last three years. The successful applicant must maintain this qualification for the full term of the contract

Note:

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

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

4. Evaluation Matrix

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

Section/ Module	Title	Weighting	Agreed Marking Criteria
5	Lots	Not Applicable	Not Applicable
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 & 6.11 – Pass/Fail</p> <p>Question 6.12 – Pass/Fail</p>	<p>Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.</p> <p>You must have a Health & Safety policy' and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.</p> <p>You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.</p>
7a	<u>Specific Gateway Questions</u>	Not Applicable	Not Applicable
7b	<u>Specific Award Questions</u> 7bi 7bii	<u>Weight %</u> 15% 15%	<p>The following evaluation system will be applied:</p> <p>0 – No response or totally inadequate response</p> <p>No response or an inadequate response</p> <p>1 – Major Reservations/Constraints</p> <p>The response simply states that the bidder can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this.</p> <p>2 – Some Reservations/Constraints</p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements.</p>

			<p>There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant</p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements</p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract</p>
8	Pricing Schedule	Weight 70 %	<p>Price will be evaluated using the 'weighted average price method' – the weighted average price will be calculated using the highest price submitted, added to the lowest price submitted, divided by 2. This price will represent the average Score (2). A score will then be allocated to each bidder's price based on how much their price differs from the average price. Prices above the average will receive a score of between 0 and 2; prices below the average will receive a score of between 2 and 4."</p>
9	Declaration	Pass/Fail	<p>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.</p>
Module B	References	Not Used	
Module C	Financial Information	Not Used	
Module D	Health and Safety	Pass/Fail	<p>You must provide the information we have requested in Module D. If we determine that your responses are inappropriate or present a high health & safety risk, you will fail this Module.</p>

5. Lots :Not Applicable

6. Organisation Details

Organisation Details			
	Question	Your Answer	
6.1	Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted).		
6.2	Registered office address.		
	Main contact for this contract Name Address (if different from registered office) Email Phone Mobile		
6.3	Company or charity registration number.		
6.4	VAT Registration number.		
6.5	Type of organisation	i) a public limited company	
		ii) a limited company	
		iii) a limited liability partnership	
		iv) other partnership	
		v) sole trader	
		vi) other (please specify)	
6.6	Total number of employees employed by your organisation. (Including		

Organisation Details			
	Question	Your Answer	
	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.	No	Yes
		If you have answered "YES" please give details.	
6.9	Do you intend to deliver this contract through your own organisation, using sub-contractors or as part of a consortium?		
Further to 6.9 above, if you intend to use sub-contractor's or are bidding as part of a consortium, you must 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.			
6.10	Does your organisation have a written Health and Safety Policy?	Yes	No
	Note: 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.		

Organisation Details				
	Question	Your Answer		
6.12	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.			
Insurance Policy	Indemnity Value (£)	Yes	No	Will secure if successful
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £2m per claim			

7a. Specific Gateway Questions: Not Applicable

7b. Specific Award Questions

	Question	Weight %
7bi	Describe how you will monitor work to ensure that the quality standard set out in the contract will be consistently met, and how you will address any problems noted during monitoring.	15

7b i.	Answer:	
7bi i.	Provide information describing how you will ensure the service is provided every day all year round covering periods of sickness or holiday.	15
7bi i	Answer:	

8. Pricing

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

Ref	Description	Price (£)
	West Walk Toilet Cleaning, West Walk and Creech Wood Warden. Annual Charge for tasks detailed in Section 3: Statement of Requirements. (Note that payments due will be made monthly in arrears for the duration of the contract period).	Per year.

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 Regulation 23 of the Public Contracts Regulations 2006.

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 (for organisations employing five or more people).

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 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.

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

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

Name (printed)

Date

Signature

Capacity / Title

For and on behalf of
