

South England Forest District
The Queen's House
Lyndhurst
SO43 7NH
Tel 02380 283141

sonia.lorenzo-martin@forestry.gsi.gov.uk
Sonia Lorenzo Martín
HLS Contract Manager

10th October 2014

Dear Sir/Madam,

**INVITATION TO TENDER (ITT) FOR FRAMEWORK AGREEMENT:
HEATHER BALING AND TRANSPORT OF HEATHER BALES
REF NO: 304/HLS/14/1080**

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

Please send your completed tender to:

Dave Morris – Open Forest Manager
The Queen's House
Lyndhurst
SO43 7NH

Tel: 02380 383141

For **enquires** about this invitation please contact:

Dave Morris
Mob: 07818 427180
E-mail: dave.morris@forestry.gsi.gov.uk

Send completed tenders as:

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

Please note we do not accept fax or email copies.

Please mark the envelope with the initials "ITT" for **HEATHER BALING AND TRANSPORT OF HEATHER BALES - REF NO: 304/HLS/14/1080** - Not to be opened until 10th November 2014'

We must receive your completed tender by **10th November 2014 at 12:00 hours**. We will keep tenders that we receive earlier and not open them until after the deadline. We reserve the right to not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

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

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

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

You must follow these instructions:

- i. Any contract concluded as a result of this ITT shall be governed by English Law and the Forestry Commission's Standard Terms and Conditions of Contract for Operational Services (*Rev 06/07/11*), 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 Operational Services (*Rev 06/07/11*). 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.

Yours faithfully,

Sonia Lorenzo Martín
HLS Contract Manager

1. ITT Composition

This ITT comprises of the following documents:

Module	Description	Action Required
A	Letter including Tender Instructions	For Information Only
	1. ITT Composition	For Information Only
	2. ITT Timetable and Associated Stages	For Information Only
	3. Statement of Requirements	For Information Only
	4. Evaluation Matrix	For Information Only
	5. Lots	Not Used
	6. Organisation Details	Complete & Return
	7a. Specific Gateway Questions	Complete & Return
	7b. Specific Award Questions	Complete & Return
	8. Pricing	
	9. Declaration	
		Appendix 1: Maps for Lot 1
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 (**Module D**).

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
Bidder Briefing Day	23rd October 2014 at 10:00 am
Date of site visits by bidders to FC site	23rd October 2014 (following the Bidders Briefing Day)
Closing date and time for enquiries	3 rd November 2014 at 12:00hrs
Tender Return Date and Time	10th November 2014 at 12:00 hours
Expected Notification of Intent to Award	12 th November 2014
End of Standstill Period	17 th November 2014
Expected Start Date	18 th November 2014

Bidder Briefing Day

Bidders are invited to attend a Bidder Briefing Day to help them understand more about the requirements of this contract. The Briefing will take place on the date specified in the above timetable and bidders should contact the person named in the covering letter to confirm their attendance and receive further details.

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 specified in the timetable above and bidders should contact the person named in the covering letter to arrange this.

3. Statement of our Requirements

FRAMEWORK DESCRIPTION

We will be awarding a **framework agreement for the mowing and baling of heather on agreed sites of the Open Forest in the New Forest (South England Forest District) and the transport of heather bales.**

Our intention is to award this framework agreement for a period of **4 years**.

Break points are available within the framework at the end of year 1, year 2 and year 3, at which time we will decide on whether the framework will continue.

The decision on whether to use the break points or any or all of the extension options available will be at our discretion and we will base it on the following factors: quality, performance and budget availability.

The total value of this framework over the entire period, including any extension options, will be in the region of £120,000.

A **framework** is an agreement with one or several providers. It sets out the general terms and conditions under which we can make specific purchases as and when we need them. The formal contract is formed when the customer places a call-off order against the framework asking for specific delivery of goods, services or works. A bidder can receive a call-off order directly, or we may ask them to take part in a mini-competition with the other bidders on the framework.

This particular **Framework Agreement** will operate as follows:

A maximum of **4 contractors** will be awarded this framework agreement ranked according to the score awarded by the tender evaluation team. When work is required, the contractor at the top of the list will be contacted by the Contract Manager and expected to provide the service in accordance with the prices, delivery times and specifications agreed under this framework. If they are unable to do so the second contractor on the list will be contacted and so on. In certain circumstances if there is a need to refine requirements of a survey, a mini-competition between contractors on the framework may be necessary.

Our intention is to award this framework agreement for a period of 4 years, (1+1+1+1) commencing on the **18th November 2014**.

If a framework contractor is unavailable for work for three consecutive times within a 12-month period, they may be relegated to fourth position with the other contractors moving up one position.

JOB SPECIFICATION

You are invited to tender for the work as detailed in the following specific requirements:

HEATHER BALING

Mowing and baling of heather upon agreed sites on the Open Forest area of the New Forest. The contractor must have the machinery and knowledge to mow, bale and transport bales from donor sites to agreed storage sites.

The contractor must be able to supply and use equipment capable of mowing and baling old growth heather with a stem size diameter of up to 3cm, off uneven and uncultivated open forest habitats.

- Production of small rectangular bales with dimensions of 700 mm x 500 mm x 300 mm. These dimensions will enable bales to be handled on site manually.
- The heather is to be cut upon each site using a tractor mounted mower. This must be carried out within the agreed site boundaries.
- All mown heather is to be laid in windrows and when the conditions are suitable, baled using a modified agricultural baler.
- As the bales are produced they will be collected in a twelve bale sled and placed at strategic points on site in readiness for collection.
- The bales will be loaded onto large flatbed trailers using a specialised tractor mounted bale grab and transported from donor sites to agreed storage areas where they will be unloaded and stacked.
- The stacks will not exceed two metres in height.

The contractor must be able to deliver the programmed work within the given timeframe (from November to March each season).

HAULAGE OF HEATHER BALES FROM STORAGE SITES TO WORKING SITES

Transport of heather bales from the storage sites using 2 tractors, one of them with front end loader, and 2 flatbed trailers to deliver heather bales to various wetland restoration sites across the New Forest.

- Heather bales will be stacked at a number of storage sites across the New Forest as detailed above.
- The bales will be loaded onto large flatbed trailers using a specialised tractor mounted bale grab and transported from storage sites (stockpiles) to agreed wetland restoration areas where they will be unloaded and stacked.
- The stacks will not exceed two metres in height.

The programme will be agreed on an annual basis, specifying the location of the restoration sites where the bales should be moved to.

SPECIFIC CONTRACT MANAGEMENT REQUIREMENTS

1. Safety Standards:

- **Relevant FISA Guides Standards (available online at <http://www.ukfisa.com/safety-information/safety-library/fisa-safety-guides.html>) for this contract are:**

501 – Tractor units in Tree Work – (or similar guide standard relevant to agricultural operations)

703 – Debogging and recovery of Forest Machines

801 – Noise and Hearing

802 - Emergency planning

804 – Electricity at Work, Forestry and Arboriculture

805 - Training and certification

- **Relevant FE Safety Standards (available at the Forest District Office) for this operation are:**

GEN 2 – Working in isolated locations. As a lone operator the Contractor should ensure that there is someone checking their wellbeing on a regular basis. Mobile phones or similar mean of communication (i.e. radio) are advisable.

GEN 3 – Manual Handling of Loads

GEN 8 – Hand - arm vibration

GEN 9 – Whole Body Vibration

HSE GS6 & HSE G47 – Electricity at Work

On request, the Forest District Office will issue the Contractor the information concerning avoiding confrontational situations.

- **Forestry Commission Guidelines:**

The Guidelines published by the Forestry Commission will be regarded as the minimum standard required. Relevant Guidelines for this operation are:

- Forest Nature Conservation
- Forests & Archaeology
- Forests & Soil
- Forests & Water

These guidelines can be found <http://www.forestry.gov.uk/ukfs>

Where high voltage electric wires are present, all work will comply with the guidelines contained in FSC booklet 'The Avoidance of Danger from Overhead Electric Lines & Underground Electric Cables in Forests and Plantations' available from the district office and any compliance requested by the electricity company concerned.

- **Risk Assessment**

A site meeting will take place between the contractor and the FC Supervising Officer prior to work commencing, in order to discuss any risks which may be associated with the operation, and the measures which will be put in place to mitigate accident. The responsibilities of those on site associated with the operation will also be identified and recorded. If relevant, the FC Supervising Officer will issue a specific site risk assessment if there are any significant changes.

- **Safety Signs**

Place warning signs around working areas before work commences. The FC shall provide adequate warning signage, but **the contractor will be responsible for the erection, the upkeep and the removal of the signs**. Signs will be displayed in locations and at a height where they will be clearly seen and have a definite association with the work taking place. The contractor shall ensure that at all times these are visible, well maintained, and replaced when damaged, destroyed or removed.

Closure of paths may be necessary and will be agreed with the FC Supervising Officer. If operations are suspended for a period of 2 days or more then the Contractor shall remove the signs until operations resume.

- **Site Hazards Maps**

The FC contract manager will issue a map or series of maps showing the work, any known hazards and physical constraints on site prior commencement of a given work. These should be regarded as an integral part of the contract schedule.

2. **Quality Standards:**

- **Training and certification**

All contractors, sub-contractors and employees should be suitably trained in the correct procedures for carrying out the services under this contract.

All contractors, sub-contractors and employees will hold certificates of competence relevant to the operation, machinery and equipment to the satisfaction of the Forestry Commission and will present copies prior to the commencement of the contract at the Commission's request.

In this case each operator must be in a possession of a valid NPTC and/or FMOOC certificates or certificates from other awarding bodies (e.g. LANTRA).

- **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 means of site visits, photographs and meeting with the contractor/operators.

3. Access and Egress

- **Access to and from the Worksite**

Only agreed access routes will be used. All gates and barriers are to be kept closed at all times other than when vehicles are passing through them.

The Contractors should not block access and should keep below 15 mph whilst driving in the Forest.

Access to and from site will be shown on the site plans and the map *Road and Access*. The route to be used as well as the main access points will be agreed with the FC Contract Manager and/or FC Supervising Officer, prior to accessing the site.

4. Environmental Standards:

- **Pollution**

A pollution control kit must be maintained on site, the size and type of which will be in proportion to the operation being undertaken, to the FC Supervising Officer's satisfaction.

Diesel, Petroleum, Oils, Lubricants and/or Chemicals must be stored and transported in suitable bunded containers, which are tamper proof.

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

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

- **Regulations and Legislations related to protected species:**

- **European Protected Species**

Since 1994 it has been an offence, under the Conservation (Natural Habitats, &c.) Regulations 1994 ('The Habitats Regulations') to deliberately kill or cause significant disturbance to a protected species, or to deliberately destroy their eggs. It has also been an offence to 'damage or destroy a breeding site or resting place' used by them (such as a bat roost in a tree or a dormouse nest on the woodland floor).

In summary it is an offence to:

- (a) deliberately capture, injure or kill any wild animal of a European protected species (EPS);
- (b) deliberately disturb animals of any such species in such a way as to be likely significantly to affect:
 - (i) the ability of any significant group of animals of that species to survive, breed, or rear or nurture their young, or
 - (ii) the local distribution or abundance of that species;
- (c) deliberately take or destroy the eggs of such an animal; or
- (d) damage or destroy a breeding site or resting place of such an animal.

For advice and further information the contractor can contact:

- Wildlife Management and Licensing Service Natural England Burghill Road Westbury-on-Trym BRISTOL BS10 6NJ Tel: 0845 6014523 (local rate) Fax: 0845 6013438
- Or the FC website: <http://www.forestry.gov.uk/england-protectedspecies> where guidance is given to operators to advise how to work in the context of EPS.

The contractor will fully discuss the issues related with the relevant EPS at the pre-commencement meeting. If the operators have any doubt when undertaking the forest operation described in the job description below, they should contact the Wildlife Ranger and the Contract Manager for further guidance.

- **Badger Setts**

The contractor should be fully aware of the official legislation Protection of Badgers Act 1992 related to badgers. To help the operators work near a badger sett, the Forestry Commission published the following Forestry Practice Guide 9 Forest Operations and Badger Setts, available online at [http://www.forestry.gov.uk/pdf/fcpg9.pdf/\\$FILE/fcpg9.pdf](http://www.forestry.gov.uk/pdf/fcpg9.pdf/$FILE/fcpg9.pdf).

Badgers are protected under the Protection of Badgers Act 1992. It is an offence to damage or obstruct a badger sett which shows signs of current use by badgers, or to disturb a badger within a sett.

Forest operations such as tree felling, timber extraction and mechanical cultivation are potential sources of damage or disturbance to badger setts.

The Forestry Practice Guide gives advice on:

- The law concerning forest operations and badger setts.
- Practices which will minimise damage and disturbance to badger setts from forestry.
- When and where to obtain further advice.

The 1992 Act created a number of offences. For example, except if permitted by or under

the Act, it is an offence to wilfully kill, injure or take a badger; to interfere with a sett by damaging or obstructing it or by disturbing a badger when it is occupying a badger sett, with intent or recklessly. A sett is defined in the Act as any structure or place which displays signs indicating current use by a badger, and can be interpreted as including underground holes and other places of shelter occasionally used by badgers, such as sheds, concrete pipes or culverts etc.

As a summary, when undertaking forest operations, the general following guidance should be observed:

- As well as careful timing, the best protection from damage or disturbance will normally be to restrict or avoid forest operations close to badger setts. Tunnels vary in length; most are under 15 metres, but exceptionally they reach about 20 metres. Tunnels are often quite close to the surface (about 60 cm deep) and so heavy machinery or large falling trees could readily cause collapse. This suggests that a protection zone of a minimum of 20 metres is required around the sett entrances to protect them from damage from forestry operations such as timber harvesting or cultivation. Operations causing prolonged high levels of noise or vibration may sometimes need a larger protective zone.
- Use of cultivation and drainage machinery near any sett must be undertaken with caution. Drainage, ploughing or scarifying machinery should not come closer than 20 metres to any entrance to a sett. Care should be taken when aligning drains which are uphill of a sett so that water is not diverted into the sett and its immediate vicinity.

The Contractor will fully discuss issues related to the location of badger setts at the pre-commencement meeting. If the operators have any doubt when undertaking the forest operation described in the job description below, he/she should contact the FC Supervising Officer for further guidance.

5. Archaeology and Conservation

All known archaeological artefacts and nature conservation issues will be marked on the constraints maps, however any additional finds (e.g. bird nests, animal burrowing, stone structures etc.) should be avoided, marked with tape, and notified to the FC site supervisor.

Care should be taken not to damage any archaeological monuments as highlighted by the FC Supervising Officer.

All known features are marked on the *Constraints and Hazards* Map.

HEALTH AND SAFETY

Please complete and return **Module D** of the tender documents.

GEOGRAPHICAL AREA

The work will be located in the New Forest, part of the South England Forest District. The Contract Maps for Year 1 have been included in Appendix 1.

A set of maps (location, constraints and operations) will be attached to any given call-off of the framework contract and should be considered as integral part of that contract. Operators will not be allowed to start any work if they had not been provided with maps.

SPECIAL CONDITIONS

All the works specified under this framework agreement carry a **response time of one week**.

If the first contractor on the framework agreement list is not available to start working on site within 1 week of having been contacted, the work will be offered to the next contractor on the list in succession.

SUSTAINABILITY REQUIREMENTS

Consideration needs to be given to the following points in sustainability of the forest management operations under this framework contract.

- Energy or fuel efficiency;
- Carbon emissions in on-site moves and off-site journeys
- Minimum usage life of machine components

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. 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 Used	Not Used
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 & 6.11 – Pass/Fail</p> <p>Question 6.12 – Pass/Fail</p> <p>Question 6.13 – Pass/Fail</p>	<p>Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.</p> <p>You must have a Health & Safety policy' and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.</p> <p>You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.</p> <p>You must either be able to answer 'no' to the question posed, or if answering 'yes' have provided an explanation which is acceptable to the Forestry Commission. If you answer 'yes' to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.</p>
7a	<u>Specific Gateway Questions</u>	Pass/Fail	<p>Pass: You have access to the necessary equipment and it is specified in your submission.</p> <p>Fail: No access to suitable equipment</p>
7b	<u>Specific Award Questions</u> 7b.1	<u>Weight %</u> 10 %	<p>The following evaluation system will be applied:</p> <p>0 – No response or totally inadequate response</p> <p>No response or an inadequate response</p>

	7b.2	20 %	<p>1 – Major Reservations/Constraints 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 Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant 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 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 'standard differential method' – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 4 being the maximum score achievable.</p> <p>Please provide details of your pricing in the schedule provided below. The price used in the calculations to score your bid will be made out of 50% out of the 70% allocation of Price 1 (price per bale</p>

			produce) and 20% out of the 70% allocation of Price 2 (hourly rate for haulage).
9	Declaration	Pass/Fail	You must sign the declaration specifying any area of the declaration with which you cannot comply. Details on mandatory and discretionary elements are contained within the Declaration.
Module B	References	Not Used	Not Used.
Module C	Financial Information	Not Used	Not Used.
Module D	Health and Safety	Pass/Fail	You must provide the information we have requested in Module D. If we determine that your responses are inappropriate or present a high health & safety risk, you will fail this Module.

5. Lots – NOT USED

6. Organisation Details

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

Organisation Details			
	Question	Your Answer	
6.7	Length of time your business has been operating.		
6.8	Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family.	No	Yes
		If you have answered "YES" please give details.	

6.9	Consortia and sub-contracting	a) Your organisation is bidding to provide the services required itself	
		b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
		c) The potential Provider is a consortium	
If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider, solely, or with other providers) will be responsible for the elements of the requirement.			

6.10	Does your organisation have a written Health and Safety Policy?	Yes	No	
<p>Note: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.</p>				
6.11	<p>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.</p>			
6.12	<p>You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.</p>			
Insurance Policy	Indemnity Value (£)	Yes	No	Will secure if successful
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £5m per claim			

Tax Compliance			
6.13	Have your organisation’s tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation’s tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of: <ul style="list-style-type: none"> a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or b) A tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or c) the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established? 	No	Yes
<p>If answering ‘yes’ to question 6.13 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ Corrective action undertaken by you to date; ➤ Planned corrective action to be taken; ➤ Changes in personnel or ownership since the OONC; or ➤ Changes in financial, accounting, audit or management procedures since the OONC. <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p> <ul style="list-style-type: none"> ➤ A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the “Halifax” abuse principle etc. ➤ Where the OONC relates to a DOTAS, the number of the relevant scheme. ➤ The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended. ➤ The level of any penalty or criminal conviction applied. <p>Please use the box below to provide details if appropriate, and expand as necessary.</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>			

7a. Specific Gateway Questions

7a	Can you please provide evidence that you have access to equipment capable of mowing heather off uncultivated ground, baling the heather and transporting the bales? Please specify the type of equipment you will be using to deliver this contract.
7a	Answer:

7b. Specific Award Questions

	Question	Weight %
7b.1	Please provide details of your capability for delivering the work detailed in the specification. Within your response you need to outline the resource, both human and machine, that you would intend to have to fulfil the work. Your response should take into account contingencies.	10%
<p>Answer:</p>		

7b.2	Please provide a statement about how you would work in a sensitive designated site similar to those found in the open forest habitat in the New Forest?	20%
Answer:		

8. Pricing

The price will be weighted as 70% of the total score, using the evaluation matrix at Section 4.

It has been estimated a total value of £120,000 over the 4 year period for this framework agreement. This estimation will enable fluctuation in the size of the annual programme each year.

Price 1: HEATHER BALING

Price should be based on the **price per bale produced**, including the price of the transport from the donor site to the storage site. The number of bales will vary from year to year but an estimation of the number will be given before the commencement of the annual programme. **For Year 1**, it has been estimated that a **maximum of 10,000 bales** might be required. Every year, a target requirement of the restoration programme will be agreed with the successful contractor.

The average bale production is 280 bales/ha. This amount can fluctuate as it depends on site conditions (uncultivated land with uneven canopy cover).

Price 2: HAULAGE OF HEATHER BALES FROM STORAGE SITES TO RESTORATION SITES

Price should be based on an hourly rate for loading, transporting and unloading heather bales from the storage sites (stockpiles) to the wetland restoration sites. The hourly rate will include the provision for all the machines and operators used to deliver that work.

Please provide details of your pricing in the schedule provided below. The price used in the calculations to score your bid will be made out of 50% out of the 70% allocation of Price 1 (price per bale produce) and 20% out of the 70% allocation of Price 2 (hourly rate for haulage).

Ref	Description	Price (£)
Price 1	Price per bale produced, including transport from donor sites to storage sites	
Price 2	Hourly Rate for transport of heather bales from the storage sites to the working Wetland Restoration sites, including 2 tractors, one fitted with front end loader, and two flatbed trailers.	

9. Declaration

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

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

Conditions 1, 13, 14, 15 and 16 of this declaration are mandatory requirements, and bidding organisations must accept these conditions; failure to do so will automatically invalidate your bid. All other conditions are discretionary, and while the Forestry Commission are entitled to exclude you from being considered further if any of these conditions are qualified or not accepted in full, we may decide to allow you to proceed further. In the event that any of the following do apply, please set out in the box below (or a separate annex if you require more space) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by us when considering whether or not you will be able to proceed any further in respect of this procurement exercise.

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

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

a) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely;

aa) conspiracy, within the meaning of section 1 or 1A of the Criminal Law Act 1977 or Article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b) corruption, within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;

c) the offence of bribery, where the offence relates to active corruption;

ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

d) fraud, where the offence relates to fraud affecting the European communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:

(i) the offence of cheating Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995

(ii) the offence of conspiracy to defraud;

- (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) order 1978;
- (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- (viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
- (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or believed to be a counterfeited or falsified specified monetary instrument or any machine, implement or computer programme or any paper or other material which to his or her knowledge was specifically designed or adapted for the making of a specified monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.
- (xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;
- (xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act 2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.
- (xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or

disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.

(xiv) committing any of the offences against the administration of justice listed in Schedule 2 "Offences against the Administration of Justice: Article 70" to the International Criminal Court (Scotland) Act 2001 (which relate to giving false testimony when under an obligation pursuant to article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties)

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

ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or

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

f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. The bidder being an individual is not in a state of bankruptcy nor has a receiving order or administration order or bankruptcy restriction order made against him nor has made any arrangement for the benefit of creditors, or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;

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

4. The bidder being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution, or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state.

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

6. The bidding organisation has not committed an act of grave misconduct in the course of its business or profession.
7. The bidding organisation has fulfilled its obligations relating to payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established
8. The bidding organisation has fulfilled its obligations relating to payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established.
9. The bidding organisation is not guilty of serious misrepresentations in providing any information required under Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or under Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time).
10. The bidding organisation is in possession of a licence or is a member of the appropriate organisation where the law requires it.
11. The bidding organisation has not had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.
12. None of the senior personnel of the bidding organisation have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.
13. The bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.
14. The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.
15. The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), it may not be comprehensive nor has it been independently verified. Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.
16. The bidding organisation confirm that this is a *bona fide* tender, intended to be competitive, and that they have not:-
 - a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respect of this tender;
 - b) worked with any person in the preparation of the tender, irrespective of whether or not that person is also a bidding organisation in respect of this

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

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

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

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

Name (printed)

Date

Signature

Capacity / Title

For and on behalf of
