

Forestry Commission  
Dumfries & Borders Forest District  
Ae village  
Parkgate  
Dumfries  
DG1 1QB  
Tel 0300 067 6900  
Fax 01387 860312  
procurement.dumbor@forestry.gsi.gov.uk  
Katie Lockhart

18th December 2014

Dear Sirs

**INVITATION TO TENDER (ITT) FOR CRUSHING WORKS IN KINHARVIE QUARRY, DUMFRIES & BORDERS FOREST DISTRICT**

**REF NO: CE/14/714/W32**

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:  
Katie Lockhart

Forestry Commission  
Dumfries & Borders Forest District  
Ae Village  
Parkgate  
Dumfries  
DG1 1QB

Tel: 0300 067 6900

Email: [procurement.dumbor@forestry.gsi.gov.uk](mailto:procurement.dumbor@forestry.gsi.gov.uk)

Send completed ITT's as:

- two paper copies by post or hand delivered

Please note we do not accept fax or email copies.

Please mark the envelope with the initials "ITT for Crushing Works in Kinharvie Quarry, Dumfries & Borders Forest District Ref No. CE/14/714/W32 - Not to be opened until Monday 19<sup>th</sup> January 2015 at 2.00p.m."

We must receive your completed tender by **Monday 19th January 2015 at 2.00p.m.** 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.

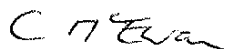
Please send all enquiries in writing or by email, by the deadline stated in the tender timetable, quoting the contract reference number stated above. If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all 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 C. (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: the law of the country where the site is; and the NEC3 Short Form Contract (as attached) with Additional Terms (Appendix 1); and any additional appendices (as attached to this ITT). Your terms will not apply. We will discuss any issues you highlight before any award.
- ii. Your tender and all accompanying documents are to be in English.
- iii. All prices must be in sterling and exclusive of VAT.
- iv. Costs remain the responsibility of those submitting a tender.
- v. We will not return any part of the documents forming your tender, other than the NEC3 Short Form Contract itself, which will form the final Contract.
- vi. We reserve the right to cancel or withdraw from the process at any stage.
- vii. We do not undertake to accept the lowest priced tender, or part, or all of any tender.
- viii. All information supplied to you by us must be treated in confidence and not disclosed to third parties.
- ix. All details of your tender, including prices and rates, must be valid for our acceptance for a period of 90 days.
- x. Once we have awarded the Contract, we will not accept any additional costs incurred which were foreseeable, but were not reflected in your tender.
- xi. 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.
- xii. You do not need to provide supporting documents, such as accounts, 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.
- xiii. 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.
- xiv. 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.
- xv. Yours faithfully



Colin McEwan  
District Civil Engineer

## 1. ITT Composition

This ITT comprises of the following documents:

| Module | Description  | Action Required  |
|--------|--|--|
| A      | Letter including Tender Instructions   | For Information Only   |
|        | 1. ITT Composition   | For Information Only   |
|        | 2. ITT Timetable and Associated Stages   | For Information Only   |
|        | 3. Statement of Requirements   | For Information Only   |
|        | 4. Evaluation Matrix   | For Information Only   |
|        | 5. Lots  | Not Applicable   |
|        | 6. Organisation Details  | Complete & Return  |
|        | 7a. Specific Gateway Questions   | Complete & Return  |
|        | 7b. Specific Award Questions   | Complete & Return  |
|        | 8. Pricing   | Complete & Return  |
|        | 9. Declaration   |  |
|        | 10. NEC3 Short Form  |  |
|        | Appendix 1 – Additional Conditions   | For Information Only   |
|        | Appendix 2 – Pricing Instructions  | For Information Only   |
|        | Appendix 3 – Fuel/Oil spillage procedures<br>Appendix 4 – Site Safety Rules<br>Appendix 5 – Quarry Rules<br>Appendix 6 - Location maps | For Information Only.<br>Appendix 6 will be sent to all bidders who register their interest in the tender. |
| B      | References   | Not used   |
| C      | Financial Information  | Not Used   |

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

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

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

## 2. ITT Timetable and Associated Stages

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

| <b>Stages</b>                            | <b>Dates</b>                                     |
|--|--|
| Closing date and time for enquiries      | Friday 16 <sup>th</sup> January 2015 at 3.00p.m. |
| <b>Tender Return Date and Time</b>       | Monday 19 <sup>th</sup> January 2015 at 2.00p.m. |
| Expected Notification of Intent to Award | Tuesday 20 <sup>th</sup> January 2015            |
| End of Standstill Period                 | Monday 26 <sup>th</sup> January 2015 at 4.30p.m. |
| Expected Start Date                      | Monday 2 <sup>nd</sup> February 2015             |

### Site Visits

Before the return date, bidders may need to have a site visit so that they can complete their submission. Tenderers may visit the site at their convenience, a forest gate key may be required and can be picked up from reception at the Dumfries & Borders Forest District Office at Ae Village for a £10 deposit.

### 3. Statement of our Requirements

We will be awarding a contract for stone crushing at Kinharvie quarry in Dumfries & Borders Forest District.

Our intention is to award this contract for a period of 3 weeks

The total value of this contract over the entire period, including any extension options, will be in the region of £38,000.

Any information included in the "Contract Data – Works Information & Site Information" sections of the NEC3 Short Form Contract and associated Appendices will also form part of the Statement of Requirements.

**Kinharvie quarry** – Crush 16,000T of as blasted granite rock to produce 2 different sizes of crushed roadstone – 9,500T of 150mm down base stone and 6500T of 40mm down surfacing stone from existing blasted stockpile. The 40mm down product must be produced using both a primary and secondary cone crusher. The blasted stockpile will be lying on the second bench. The 150mm crushed product is to be stockpiled on the quarry floor which will involve running the material a distance of 150 metres or so down the 10% gradient access ramp, and the 40mm product is to be stockpiled in the laydown area approx 250 metres further up the forest road from the quarry (see location map). 1000T of the 40mm product is to be stockpiled in the layby area just below the quarry entrance (see location map) and 1000T is to be stockpiled at the back of the 2<sup>nd</sup> bench. The 40mm product is to be used for surfacing stone and it is essential the stockpile is worked / crushers set to produce sufficient quantity and grading of fines to achieve a well bound material. The primary crusher must be equipped with a muck belt for use if required and also dust suppression dampening equipment for use if required. All quarrying works must be carried out to Quarries Regulations and to FC Scotland H&S Document for Mineral Extraction Sites. Any overhangs/crackbacks/loose material on the worked face is to be removed as excavations proceed, with any worked face left at a safe and stable angle and worked in accordance with the design quarry bench levels. The existing 1.5m high rock bund is to be maintained/re-instated at the edge of the 2<sup>nd</sup> bench. Crushing operations must be covered by a SEPA part 'B' crushing licence. The stone to be crushed is granite and some mechanical secondary rock breaking will be required to reduce the as-blasted stone to a size suitable for processing. All personnel on site will be required to have the following:- CPCS(or suitable equivalent), full driving licence and quarry passport. A minimum of 2 personnel on site must be qualified with Emergency First aid at Work + F. Plant working in the quarry must also be to Quarries Regs specification ie all round vision, reversing beepers/flashing lights, flashing beacons, fire extinguishers and windscreen guard when working at the face and/or rock breaking.

The quantities may vary slightly up or down depending on available funds.

**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 tender. 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 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 will constitute an overall Fail of your bid.**

| Section/<br>Module | Title   | Weighting  | Agreed Marking Criteria  |
|--------------------|---|--|--|
| 5                  | Lots  | Not Applicable   | Not Applicable   |
| 6                  | Organisation and Contact Details              | <p>Mandatory</p> <p>Questions 6.10 - 6.24 – Pass/Fail</p> <p>Question 6.25 – Pass/Fail</p> | <p>Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.</p> <p>You must have a Health &amp; Safety policy' and must make adequate Health &amp; Safety provisions. If we determine that your responses are inappropriate or present a high Health &amp; Safety risk, you will fail this section.</p> <p>You must have the required levels of insurance requested at 6.25. 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 Gateways</u>                      | Pass/Fail  | <p>A response containing the following information will constitute a pass:</p> <p>Supplier has demonstrated competence through description of relevant similar contracts and has evidence to demonstrate a high standard of quality work carried out.</p>  |
| 7b                 | <u>Specific Award Questions</u><br><u>7b1</u> | <u>Weight %</u><br><u>20%</u>  | <p>The following evaluation system will be applied:</p> <p><b>0 – No response or totally inadequate response</b></p> <p>No response or an inadequate response</p> <p><b>1 – Major Reservations/Constraints</b></p> <p>The response simply states that the bidder can meet some of the requirements set out in the question or statement of requirements, but have not</p>  |

|    |                  |             |   |
|----|------------------|-------------|---|
|    |                  |             | <p>given information or detail on how they will do this.</p> <p><b>2 – Some Reservations/Constraints</b></p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p><b>3 – Fully Compliant</b></p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p><b>4 – Exceeds Requirements</b></p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract</p> |
| 8  | Pricing Schedule | Weight 80 % | <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>  |
| 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>   |
| 10 | NEC3 Short Form  | Mandatory   | <p>You must complete the following sections of the Form:</p> <p>"The Contractor's Offer"</p> <p>"Price List"</p> <p>The Weighting and Agreed Marking Criteria for the Price List will be as Described in "8" above.</p>   |

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|          |                       |          |          |
|----------|-----------------------|----------|----------|
| Module B | References            | Not Used | Not Used |
| Module C | Financial Information | Not Used | Not Used |

## **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<br>Name<br>Address (if different from registered office)<br><br>Email<br>Phone<br>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.)       |                                      |
| 6.7                  | Length of time your business has been operating.   |                                      |

| <b>Organisation Details</b>  |   |   |            |
|--|---|---|------------|
|  | <b>Question</b>   | <b>Your Answer</b>  |            |
| 6.8  | Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family.  | <b>No</b>   | <b>Yes</b> |
|  |   |   |            |
|  |   | If you have answered "YES" please give details.   |            |
| 6.9  | Do you intend to deliver this contract through your own organisation, using sub-contractors or as part of a consortium? Note: Consortia bids will be considered in accordance with Regulation 28 of the Public Contracts Regulations 2006   |   |            |
| <b>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.</b> |   |   |            |
| 6.10   | Does your organisation have a written Health and Safety Policy?   | <b>Yes</b>  | <b>No</b>  |
|  |   |   |            |
|  |   | <b>Note:</b> if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy. |            |
| 6.11   | Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem that adequate training is not/or has not been carried out, we will reject your bid in full. |   |            |
|  | <b>Answer:</b>  |   |            |

| <b>Organisation Details</b> |   |                    |
|-----------------------------|---|--------------------|
|                             | <b>Question</b>   | <b>Your Answer</b> |
| 6.12                        | <p>Please provide details of how you will manage health and safety at work. Your responses should include:</p> <ul style="list-style-type: none"> <li>• basic statement of safety awareness;</li> <li>• organisational structure;</li> <li>• nominated advisor or consultant for health and safety;</li> <li>• use of supervisory visits;</li> <li>• use of AFAG checklists (if these apply to the particular contract);</li> <li>• processes you have to make sure staff are up to date on health and safety requirements; and details of how you monitor this.</li> </ul> |                    |
|                             | <b>Answer:</b>  |                    |
| 6.13                        | <p>Please provide detailed of any Improvement or Prohibition Notices or Prosecutions served by the Health and Safety Executive, and explain what improvements you have make to make sure they do not reoccur. Your response should include evidence of lessons that you have learned and acted on.</p>  |                    |
|                             | <b>Answer:</b>  |                    |
| 6.14                        | <p>Please provide details if your organisation has been prosecute 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).</p> <p>Your response should include evidence of lessons that you have learned and acted upon.</p>  |                    |
|                             | <b>Answer:</b>  |                    |
| 6.15                        | <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 AFAG Guides and checklists; and</li> <li>• records of inspection and testing of machinery and electrical equipment</li> </ul>   |                    |

| <b>Organisation Details</b> |   |                    |
|-----------------------------|---|--------------------|
|                             | <b>Question</b>   | <b>Your Answer</b> |
|                             | The process should follow the HSE process or similar and you should provide all the relevant documents we ask for.  |                    |
|                             | <b>Answer:</b>  |                    |
| 6.16                        | 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. |                    |
|                             | <b>Answer:</b>  |                    |

### **Health and safety advice**

|      |   |  |
|------|---|--|
| 6.17 | 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. |  |
|      | <b>Answer:</b>  |  |
| 6.18 | Please provide details of any safety organisations you belong to, for example RoSPA, IOSH etc. This is for our information only.  |  |
|      | <b>Answer:</b>  |  |

### **Competence and qualifications**

|      |  |  |
|------|--|--|
| 6.19 | Do the employees, contractors and, or, sub-contractors who will deliver the contract if successful hold the following qualifications or certification for the following? Add or delete as appropriate. |  |
|------|--|--|

|      |   | <b>Yes</b> | <b>No</b> |
|------|---|------------|-----------|
|      |   |            |           |
|      | Emergency First Aid at Work+ F  |            |           |
|      | CPCS or equivalent  |            |           |
|      | Quarry passport (MPQC approved)   |            |           |
|      | Full driving licence  |            |           |
|      |   |            |           |
|      |   |            |           |
|      |   |            |           |
|      |   |            |           |
|      |   |            |           |
|      |   |            |           |
|      |   |            |           |
|      |   |            |           |
|      |   | <b>Yes</b> | <b>No</b> |
| 6.20 | Do the employees who will deliver the contract, if successful, receive relevant update training?  |            |           |
| 6.21 | 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. |            |           |
|      | <b>Answer:</b>  |            |           |

### Accidents records and reporting

|      |  |
|------|--|
| 6.22 | 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. |
|      | <b>Answer:</b>   |

|      |   |
|------|---|
|      |   |
| 6.23 | How does your organisation ensure it reports under RIDDOR, where this is required? Your response should demonstrate recognition of RIDDOR reportable categories |
|      | <b>Answer:</b>  |

### Working with sub-contractors

|      |  |
|------|--|
| 6.24 | Please provide details of your selection process for sub-contractors whether 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. |
|      | <b>Answer:</b>   |

### Insurance

| 6.25   | <b>You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.</b> |     |    |                           |
|--|---|-----|----|---------------------------|
| 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   |     |    |                           |
| Loss of or damage to Equipment, Plant and Materials  | Minimum amount of cover required is the replacement cost  |     |    |                           |
| The FC being a government body does not  |   |     |    |                           |

|  |   |  |  |  |
|--|---|--|--|--|
| <p>carry insurance. Please give an undertaking that all equipment, plant and materials supplied will be insured to cover all eventualities for the period of the contract.</p>               |   |  |  |  |
| <p>Loss of or damage to the Works</p> <p>The FC being a government body does not carry insurance. Please give an undertaking that all Works were insured for the period of the contract.</p> | <p>Minimum amount of cover required is the replacement cost</p> |  |  |  |

### 7a. Specific Gateways

|             |  |
|-------------|--|
| <b>7a1.</b> | Please detail your experience of stone crushing in a forest environment. |
|             |  |

### 7b. Specific Award Questions

|           | Question  | Weight % |
|-----------|---|----------|
| <b>7b</b> | Please provide a method statement to describe the crushing operation you propose at this quarry to achieve the desired end crushed product. This should include plant, method and relevant H&S/ environmental considerations. | 20       |
| <b>7b</b> | <b>Answer:</b>  |          |



## **8. Pricing**

Please provide details of your pricing directly onto the NEC3 Short Form Contract attached at the following section: Contract Data – Price List; thereafter you should also complete the Contract Data: The Contractor’s Offer. Your price should account for all of the listed elements in Appendix 2 – Pricing Instructions.

## 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)

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Date

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Signature

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Capacity / Title

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For and on behalf of

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