

Invitation to Tender for

**DIRECT PRODUCTION CONTRACT FOR THE
PROVISION OF MECHANISED HARVESTING
OPERATIONS.**

MORAY & ABERDEENSHIRE FOREST DISTRICT

Contract No: TEN/GRA/2014/10

Introduction

The Forestry Commission's (FC) mission is to protect and expand Britain's forests and woodlands and increase their value to society and the environment.

We the FC will always consider equality when conducting our procurement activities. We require you to meet your duties under the Equality Act 2010 and may ask for evidence that you are aware of and operate in accordance with those requirements

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

More information is available on our website at www.forestry.gov.uk

1 Type and term of contract

We will be awarding a contract for carrying out harvesting and extraction to roadside on clearfell and thinning operations sites in Moray and Aberdeenshire Forest District.

Sites will be located within the mid and south end of the forest district and work will consist of harvesting standing timber to FC prescribed specification and extracting to be presented at roadside.

Our intention is to award this contract for a period of 4 years.

There will be break points in the contract annually. These will be used at the discretion of the FC and the option of whether to use them will be based on a review of: performance, operational requirements and budget availability.

The estimated contract volume including extensions is 160,000m³

The total value of this contract over the entire period will be in the region of **£2,500,000.**

2 Timetable, enquiries and return arrangements

2.1 Timetable

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

Stages	Dates
Issue ITT Document	17 th November 2014
Date(s) of site visits by bidders to FC site	November/December 2014 as requested
Closing date and time for enquiries	18 th December 2014
Tender Return Date and Time	13 th January 2015
Expected Notification of Intent to Award	30 th January 2015
End of Standstill Period	16 th February 2015
Expected Start Date	1st April 2015

2.2 Clarification, site visits

2.2.1 Clarification

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

2.2.2 Site Visits

Before the return date, tenderers 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 at Section 2.1 above and tenderers should contact the person named at 2.3 below to arrange this.

2.3 Enquiries

Please send all enquiries in writing or by email, by the deadline stated at Section 2.1 quoting the contract number printed at the front of this document to:

Carol Davidson
Harvesting Forester
Moray and Aberdeenshire Forest District
Forestry Commission
Portsoy Road
Huntly
Aberdeenshire
AB54 4SJ

Tel – 01466 794 161

Email – carol.davidson@forestry.gsi.gov.uk

If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all potential tenderers, although your identity will remain confidential.

If you want to tender, and have not yet registered interest in the contract, you must do so before the closing date for enquiries to make sure you are told about any questions and answers.

2.4 Return arrangements

Please return your completed tender as:

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

Please note that we do not accept fax or email copies.

We must receive your completed tender before the closing time shown in the Timetable at Section 2.1. We will keep tenders received before this deadline unopened until after this time. We reserve the right to not consider any tenders received after the deadline. Please be aware that tenders may be copied for our use.

Mark your envelopes with the words '**Tender for Moray & Aberdeenshire FD, DP Harvesting Tender 2015– Not to be opened until 1300 on the 13 January 2015**'.

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

Send completed tender documents to the following address:

**Stuart Gartly
Moray and Aberdeenshire Forest District
Forestry Commission
Portsoy Road
Huntly
Aberdeenshire
AB54 4SJ**

3 Statement of Requirements

We intend to award a contract for carrying out harvesting and extraction to roadside on clearfell and thinning operations sites, in Moray and Aberdeenshire Forest District. Sites will be located within the mid and south end of the district and work will consist of harvesting standing timber to FC prescribed specification and extracting to be presented at roadside.

Quality Requirements

The Forestry Commission seeks to ensure all nominated suppliers meet the necessary quality requirements throughout the contract period. This may result in contractors undertaking further training to ensure the quality standard is clear and quality is not compromised.

Please note: even suppliers, who have worked successfully for the Forestry Commission in the past, may need to undergo additional and or refresher training at the expense of the contractor.

Contract Management

Where requested by the FC, contract reviews between the supplier and FC will cover all aspects of the contract and service provision from both parties.

Contract Deliverables

All services provided must comply with industry best practice, FC procedures and all other relevant environmental/health and safety legislation including the following:

- Forest & Water Guidelines
- FC Forest Recreation Guidelines
- FC Forest Nature Conservation Guidelines
- FC Forest & Archaeology Guidelines
- FC Forests & Soil Conservation Guidelines
- Available at www.forestry.gov.uk/ukfs

UKWAS standards (<http://ukwas.org.uk/about-the-standard/background-information>)

FISA Guides(<http://www.ukfisa.com/>),

FC Scotland Health and Safety Legislation (<http://www.forestry.gov.uk/forestry/INFD-8BVE8P>)

Contract Requirements

The contractor must adhere to following:

Method and measurement of work:-

- Required work rate would need to average between 450 and 750m³/week unless otherwise directed by the FC to meet the contract requirements. Year 1 sites/work must be completed by 31/03/16. Failure to fulfil this part of the contract may result in the FC invoking the contract break points.
- The harvesting site plan must be adhered to at all times unless variation is agreed to by the FC.
- Timber to be presented at roadside suitable for lorry uplift - Product separation as directed by the FC.
- All timber to be unloaded from the forest unless at the direction of the FC.
- Timber products to be marked up with appropriate coloured paint as per the Forest District protocol. Stock level assessment to be provided to operations unit on a weekly basis as directed by the operations manager or agent.
- Payment will be by m³ over bark felled (OBF). Work to be invoiced only once it has reached roadside and invoice quantity to be agreed with the FC.
- Contractor must submit an accurate breakdown by length diameter and product category in respect of timber felled on a two weekly basis. This should be in the form of an optimiser output file and printout from harvesters' computer.
- Harvester head calibration must be checked and reports supplied to the FC every two weeks. Operator must inform the FC of calibration checks to allow visual inspections to be made.
- Final payment will be made once all material has reached roadside provided that satisfactory calibration has been demonstrated throughout the life of the contract.

Site Safety:-

- The contractor will ensure that any relevant information which is communicated to him by the forestry commission is notified to his employees and to any sub-contractors who are working for him and through them to their employees.
- All Health and safety practices to be followed as per relevant FISA Guidelines and FE safety standards.
- Timber stack heights must not exceed 2 m in height unless agreed with the FC.
- Machine operators must have the appropriate FMOCS certification and NPTC certificates of competence. A copy to be supplied to the district for reference.
- All operators must have first aid training, and have regular updates within the HSE guidelines.
- The guidelines published by the forestry commission will be regarded as the minimum standards required. Relevant guidelines for this operation are: Forests and water, Forest Nature Conservation, Forest Recreation, Forests and Archaeology and Road Haulage of Round Timber – Code of Practice.
- High visibility clothing and helmet to be worn by all personnel on site whilst outside the machine.
- FISA checks will be completed for all machinery used. Copies are to be provided to the District office for inspection as requested.

- Risk assessments must be completed for each site worked and copies given to the district office for inspection.
- Contractors will ensure that guidance laid out in the site specific risk assessments and site safety rules is followed.
- Contractors must have current copies, updated at least annually of the following documentation: Health and Safety policy statement, Lone-working procedures, Risk assessments, Helmet and First aid check records. These must be copied to the district office for inspection.
- The contractor must be adequately insured (Minimum £5 000 000 public liability), a copy to be supplied to the district for reference.
- The contractor will check and manage site signage each working day, opening sites at evenings and weekends by alteration of signage as appropriate, to be compliant with the Scottish Outdoor Access Code where permitted.

Quality Standards:-

- Logs to 16 cm TDUB in lengths as directed by the FC.
- Pallet logs to 14 cm TDUB in lengths as directed by the FC.
- Small roundwood in lengths of 2.9 - 3.1 m to 7 cm TDOB.
- All ends to be cut square.
- Firewood (*deadwood and broadleaves as directed by the FC*) and other products as directed by the FC.
- A high standard of product optimisation must be achieved at all times. Product breakdown to be as directed by the FC. Harvesters with optimiser systems are mandatory.
- The Commission reserves the right to withhold payment in respect of timber which does not meet required length or top diameter specification.
- All stumps to be treated with urea mixture within 20 minutes of felling unless otherwise directed by the FC.

Environmental standards:-

- Oil pollution control kits must be available on site at all times.
- Diesel must be stored on site in suitable double skinned and bunded containers.
- All chain oils must be bio-degradable.
- Organised working methods and site layout must be employed to allow forwarder travel on a concentrated brash mat.
- Lop and top to cut into 2m lengths unless otherwise directed by the FC.
- There will be a presumption against the use of traction aids unless they are essential to work a specific site. There will be a presumption that off road stacking will be used wherever practicable. Ground damage will be reinstated at the Contractors sole expense.
- Gullies and watercourses must be left clear of debris at all times and suitable crossing points constructed and used.

Contract Specifications which the Contract must follow when delivering this contract are FISA guides:

301 Using petrol driven chainsaws	302 Basic chainsaw felling and manual takedown
303 Chainsaw snedding	304 Chainsaw cross cutting and manual stacking
306 Chainsaw clearance of windblow	307 Chainsaw felling of large trees

310 Use of winches in directional felling and takedown

401 Tree-climbing operations

502 Extraction by Skidder

504 Extraction by cable crane

605 Mechanical roadside processing

705 Steep slopes working in forestry

804 Electricity at work

501 Tractors in tree work

503 Extraction by forwarder

603 Mechanical harvesting

703 Debogging and recovery of forest machines

802 Emergency planning

805 Training and Certification

Certification which delivery team member will need to hold will include:

MOTC Relevant units (some but not all may be required):

FMO1.4 Tracked slewing

FMO1.5 8 wheel articulated

FMO2.2 Grapple processing operation

FMO3.3 Forwarder Handling – Cab

FMO5.1 Static Skyline

FMO1.4 4 or 6 wheel articulated

FMO2.1 Grapple felling operation

FMO3.2 Forwarder Handling – Bunk

FMO4.1 Line skidding

FMO5.1C Chocker person

NPTC Relevant units that the delivery team will be required to hold include:

10, 13, 14, 15 or CS30, S31, CS32, CS33, CS34, CS35, CS36

Year 1 Sites to be completed

All subsequent coupes will be identified at least 6 months in advance of operations and will be negotiated on the basis of an “open book” approach and using previously worked coupes as a “benchmark”. The tender scoring matrix will include an open book element and suppliers must supply all requested information in order to maximise their scoring potential.

Sample sites offered for pricing purposes for the contract are:

Location	Volume (m³)	Description	Estimated Timing
Gartly, Glennieston	7,245	Clearfell & Thinning	Autumn- Winter 14/15
Clashindarroch, Orditeach	5,427	Clearfell & Thinning	Spring-Autumn 14/15
Clashindarroch, Clayshots	7,419	DNB Clearfell & Thinning	Spring-Autumn 14/15

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Banchory Woods, Brathens	3,461	Clearfell & Thinning	Autumn – Winter 4/15
Midmar, Midmar Moss	11,361	Clearfell	Spring – Autumn 14/15
Bennachie, Scare Hill	4,843	Clearfell	Autumn – Winter 14/15
Total	39,756		

Refer to the attached draft site maps.

The FC is requesting open book pricing methodology for this contract. The coupes to be delivered within year 1 are identified within the ITT. You have been provided with volumes of work which will be awarded for future years which should reflect the price you have submitted at tender stage but any negotiation on price for subsequent years coupes will be based on your open book pricing provided and be at the discretion of the FC.

Note: Tenders must include details of any areas where they will not be able to comply with these requirements. If your Tender does not meet these requirements we reserve the right to reject it completely.

4 Guidance notes for completing the ITT

4.1 Completing the ITT

Please answer every question. If the question does not apply to you, please write N/A. If you do not know the answer please write N/K.

Warning: Please note that if you answer N/A or N/K to any question, we may reject your submission in full and will not evaluate any further questions.

4.2 Supporting documents

To make the process straightforward, you do not need to provide supporting documents, such as accounts, certificates, statements or policies with your tender unless specifically requested to do so in sections A - J. However, we may ask you for these later. You may also be asked to clarify your answers or provide more details.

Your organisation will only be evaluated based on the information in your tender. Note that if you do not mention any previous experience of working with us in your reply we cannot take this into account. Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.

4.3 Costs

All costs associated with taking part in this process remain your responsibility. We will not return any part of your completed tender to you.

4.4 Right to cancel or vary the process

We reserve the right to cancel or withdraw from the selection and evaluation process at any stage.

4.5 Confidentiality

You must treat all information we supply to you in confidence and do not disclose it to third parties, unless you need to obtain sureties or quotations for submitting your response.

The Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes

commitments about public expenditure, intended to help achieve better value for money.

As part of the transparency agenda, the Government has made the following commitments for procurement and contracting, note procurement is devolved to the Welsh and Scottish Administrations, so some of these requirements are not UK-wide at this time.

- All new central government tender documents for contracts over £10,000 are to be published on a single website from September 2010, and this information will be made available to the public free (except for contracts concluded in Scotland exclusively).
- New items of central government spending over £25,000 to be published online from November 2010.
- All new central government contracts with a value greater than £10,000 are to be published in full on a single website from January 2011, and this information will be made available to the public free (except for contracts concluded in Scotland exclusively).

Bidders and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new government contract, as a public sector organisation, we will publish that contract. In some circumstances, some information will be made unreadable before they are published so we comply with existing law and for protecting national security.

As part of the tendering process, when submitting your bids, you should identify which pieces of information you regard as being sensitive and would not want published. We will then assess this information (along with the rest of the contract) against the exemptions set out by the Freedom of Information Act when considering which contractual information should or should not be published.

4.6 Consortia arrangements

If you are bidding as a consortium, you must provide the following information:

- full details of the consortium; and
- the information sought in this ITT for each of the consortium's constituent members as part of a single complete response.

You should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex. If as a consortium you are not proposing to form a corporate entity, please provide full details of alternative proposed arrangements in the Annex. However, please note we reserve the right to require a successful consortium to form a single legal entity under Regulation 28 of the Public Contracts Regulations 2006.

We recognise that arrangements about consortia may (within limits) be subject to future change. You should therefore respond in the light of current arrangements. We remind you that you must tell us about any future proposed change to your consortia so we can make a further assessment by applying the selection criteria to the new information you provide.

4.7 Sub-contractors

Where you propose to use sub-contractors, please give all information we ask for about the prime contractor. Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, showing which member of the supply chain will be responsible for the elements of the requirement.

We recognise that arrangements about sub-contracting may change. However, you need to remember that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect your ability to proceed with the procurement process or to provide the goods and, or, services.

4.8 Tender validity

All details of the tender, including prices and rates, must be valid for 90 days from receipt of tender.

4.9 Language

The completed tender and all accompanying documents must be in English.

4.10 Applicable Law

Any contract concluded as a result of this ITT will be governed by Scots law.

4.11 Pricing

All prices will be in sterling and exclusive of VAT.

4.12 Additional costs

Once we have awarded the contract, we will not pay any additional costs incurred which are not reflected in your tender submission.

4.13 Disclaimer

While the information in this ITT and supporting documents has been prepared in good faith by us, it may not be comprehensive nor has it been independently verified.

Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or
- accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

4.14 Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with us will disqualify you from being considered and may constitute a criminal offence.

4.15 Contract management

If we award a contract, you will have to co-operate in managing the contract, and comply with the contract management requirements, as detailed in the Statement of Requirements at Section 3.

5 Evaluation

5.1 Evaluation

We will evaluate responses to the tender objectively using the evaluation matrix at Section 5.5.

5.2 Gateways

Some questions in the tender are known as gateways and are fundamental requirements of the contract.

If you do not answer these questions appropriately, we may reject your submission in full and will not evaluate any more questions.

5.3 Specific questions

To make sure the relative importance of the questions is correctly reflected in the overall scores, we have applied a weighting system to each section of the tender.

The marks allocated for each question will be multiplied by the relevant weighting as shown for each section.

5.4 Award

Once we have carried out the evaluation and identified the successful tenderer(s), we will tell all tenderers in writing by email/post of our intention to award.

5.4.1 Standstill Period

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

5.4.2 Debriefing

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

5.5 Evaluation matrix

Section	Title	Weight	Agreed Marking Criteria
A	Form A – Organisation and Contact Details	Mandatory Question A20 – Pass/Fail	Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies. You must either be able to answer 'no' to the question posed, or if answering 'yes' have provided an explanation which is acceptable to the Forestry Commission. If you answer 'yes' to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.
A	Form B – Grounds for Mandatory Rejection	Pass/Fail	If you cannot answer 'no' to each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.
A	Form C – Grounds for Discretionary Rejection	Pass/Fail	If you answer 'Yes' to any questions relating to discretionary rejection you may fail this section. however we will look for information from you that clearly indicates that any past conduct or problem has been resolved and that steps have been taken to prevent its recurrence. If we are satisfied that this is the case, you will pass this section.
B	Financial	Pass/Fail	You must be able to provide at least one of the items of financial evidence set out in section B. The key objective is for us to analyse your financial position and determine the level of risk that it would present to us – having regard to the requirement and value, criticality, and the nature of the market.
C	Health and Safety	Pass/Fail	You must provide the information we have requested in Section C.
D	Insurance Details	Pass/Fail	You must have the required levels of insurance as requested in section D. If you do not have these, you must confirm that you will get them, if successful, before the contract start date. If you cannot confirm this, you will fail this section.

E	<p><u>Specific Questions</u></p> <p>E1</p> <p>E2</p> <p>E3</p> <p>E4</p>	<p><u>Weight</u></p> <p>20%</p> <p>20%</p> <p>10%</p> <p>10%</p>	<p>The following evaluation system will be applied:</p> <p>0 – No response or totally inadequate No response or an inadequate response.</p> <p>1 – Major Reservations/Constraints The response simply states that the supplier can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this.</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>
F	Pricing Schedule	<p><u>Weight</u></p> <p>40%</p>	<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>
G	Terms & Conditions	Pass/Fail	<p>You must accept our terms and conditions. We will discuss any issues you highlight before any award.</p>
H	References	Pass/Fail	<p>You must provide references relevant to the subject of this contract. You should provide the</p>

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			number of references shown in Section H. We will consider accepting a lower number depending on how long you have been in business. When checking references, we will be looking to confirm that the contract has been carried out on time, to budget and to specification.
I	Declaration	Pass/Fail	Signed declaration provided with no exceptions identified.
J	Certificate of Bona Fide Tender	Pass/Fail	Signed certificate provided with no exceptions identified.

5.6 Your response

In order to submit a bid for this requirement you must complete and return the following sections to the address detailed at Section 2.4 by the time and date detailed in the timetable at Section 2.1.

Part A – Form A: Organisation and Contact Details

Part A – Form B: Grounds for Mandatory Rejection

Part A – Form C: Grounds for Discretionary Rejection

Part B – Financial

Part C – Health and Safety

Part D – Details of Insurance Policies

Part E – Specific Questions

Part F – Pricing Schedule

Part G – Terms & Conditions of Contract

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

Part I – Declaration

Part J – Certificate of Bona Fide Tender

5.7 Part A – Form A - Organisation and Contact Details

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

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

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

Questions below for completion by Non UK Business Only

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

Tax Compliance			
<p>A20 Have your organisation’s tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation’s tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of:</p> <ul style="list-style-type: none"> 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 A20 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ 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>			

Part A – Form B – Grounds for mandatory rejection

Important Notice:

In some circumstances we are required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to each of questions (a) to (f) and 'yes' to each of questions (g) to (j) in this section it is very unlikely that your application will be accepted and you should contact us for advice before completing this form.

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

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(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 of the European Communities as defined by Article 1 of the Convention on the protection of the financial interests of the European Union, within the meaning of:	

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<p>(i) the offence of cheating the Her Majesty’s Revenue and Customs including (but not limited to) a “Revenue and Customs offence” in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995.</p>	
<p>(ii) the offence of conspiracy to defraud;</p>	
<p>(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;</p>	
<p>(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;</p>	
<p>(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;</p>	
<p>(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;</p>	
<p>(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;</p>	
<p>(viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or</p>	
<p>(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;</p>	
<p>(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</p>	

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

<p>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).”</p>	
<p>(e) money laundering within the meaning of section 340(11) of the proceeds of Crime Act 2002;</p>	
<p>(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</p>	
<p>(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or</p>	
<p>(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.</p>	
<p>Are the following true of your organisation?</p>	
<p>(g) the bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.</p>	
<p>(h) 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.</p>	
<p>(i) The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), it may not be comprehensive nor has it been independently verified. Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff</p>	

<p>or agents makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.</p>	
<p>(j) The bidding organisation confirm that this is a <i>bona fide</i> tender, intended to be competitive, and that they have not:-</p> <ul style="list-style-type: none"> a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respective of this tender; 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. 	

Part A – Form C – Grounds for discretionary rejection

Important Notice

We are entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further.

If you answer 'Yes' to any question in this section it is very unlikely that we will accept your application, and you should contact us for advice before completing this form. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. We will take into account the information you provide when considering whether you will be able to continue with this procurement exercise.

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

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

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

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bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of similar procedures under the law of any other state?	
(d) Any of the senior personnel have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.	
Has your organisation	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	
(b) committed an act of grave misconduct in the course of your business or profession;	
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established;	
e) and/or any or your contractors had a gangmasters licence refused or revoked for any reason in the past; and	
f) had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.	

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

Part B – Financial

Economic and Financial Standing Regulation

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

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

Part C – Health and safety

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

General health and safety questions

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

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

Risk assessment

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

Health and safety advice

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

Competence and qualifications

10	Do the employees, contractors and, or, sub-contractors who will deliver the contract if successful hold the following qualifications or certification for the following?	Qualification Provider		
		Yes	No	
	Emergency First aid at work +F			
	Chainsaws (NPTC units 10, 13, 14, 15 or CS30, S31, CS32, CS33, CS34, CS35, CS36)			
	List all Forestry machines operator certificates held by the delivery team:			

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		Yes	No
11	Do the employees who will deliver the contract, if successful, receive relevant update training?		

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

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

Working with sub-contractors

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15	Please provide details of your selection process for sub-contractors either with the Forestry Commission or other organisations. This selection process should include assessment and review of their approach to risk assessment, competence and qualifications, and accident reporting and recording.

Part D – Details of insurance policies

Weighting: This is a Gateway Section (Pass/Fail)				
You must either confirm that you have these levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.				
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			
Plant & Equipment Insurance The FC being a government body does not carry insurance. Please give an undertaking that all plant supplied will be insured to cover all eventualities and that any additional premium is included in the rate supplied.				
If you do not undertake to secure the stated levels of insurance, we will not consider your submission.				

Part E – Specific Questions

	Question	Weight %
E1	<p>Please provide specific details of how you will harvest each of the identified coupes. Your response should include the following information:</p> <ul style="list-style-type: none"> a) Site specific risk assessment, method statement, site safety rules and a map based harvesting plan for each separate coupe to be worked in year 1 of the contract. b) Details of specific machinery to be used in each individual coupe and why the machinery is appropriate. c) Details of expected outputs d) Your assessment of harvesting facilities required (bays, ramps, tracks, etc). e) Details of arrangements for secondary timber handling and movement of brash. 	20%
	Question	Weight %
E2	<p>What plans are in place for detecting and dealing with hazards, risks and contingencies to ensure continuity of service (e.g. equipment failure, fire, storms and operator absence). Your response should include the following:</p> <ul style="list-style-type: none"> a) Details for coping with extreme weather conditions. b) Details of machinery and operator back-up. c) Details of on site actions to reduce the risk of pollution d) Do you have an electronic method of supplying data (e.g. PRD files) from harvester to the FC 	20%

	Question	Weight %
E3	Provide details of the expertise and background experience of all the personnel who will be involved in delivering this contract explaining how they are skilled, accustomed and competent to deliver this contract? Your answer should also demonstrate how this expertise will enhance the delivery of the contract and can be presented within CV's.	10%
	Question	Weight %
E4	Describe how you will minimise ground and road damage during harvesting operations.	10%

Part F – Pricing schedule

		Weight %
F1	Please provide details of your pricing in the schedule provided	40

Ref	Description	Price (£)
	Gartly, Glennieston – Clearfell & Thinning	
	Fell, sned, crosscut and extract to roadside, Price Per m3 over bark	
	Clashindarroch, Orditeach – Clearfell & Thinning	
	Fell, sned, crosscut and extract to roadside, Price Per m3 over bark	
	Clashindarroch, Clayshots – DNB Clearfell & Thinning	
	Fell, sned, crosscut and extract to roadside, Price Per m3 over bark	
	Banchory Woods, Brathens– Clearfell & Thinning	
	Fell, sned, crosscut and extract to roadside, Price Per m3 over bark	
	Midmar, Midmar Moss – Clearfell	
	Fell, sned, crosscut and extract to roadside, Price Per m3 over bark	
	Bennachie, Scare Hill – Clearfell	
	Fell, sned, crosscut and extract to roadside, Price Per m3 over bark	

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	Additional harvester work, £/hour	
	Additional forwarder work, £/hour	
	Additional chainsaw work, £/hour	
	TOTAL PRICE (We will add all rates provided together to obtain a total price for evaluation)	

Open Book Pricing

OPEN BOOK PRICING

The FC intends to use an open book pricing methodology for subsequent years of this contract. The bidders must supply all requested information; this information will be used in negotiating subsequent years work.

N.B. The table below should be completed as a total for all of the equipment to be deployed on the contract.

	ELEMENT	% of Price
1	Equipment Finance Cost	
2	Operator Wages	
3	Repairs and Maintenance	
4	Machine Fuel	
5	Insurance (Please specify type) i. ii iii	
6	Profit	
7	Other (Please specify) I Ii Iii	
	TOTAL (Must be 100%)	100%
8	Annual Production in m3obf	
	Unit Cost	£/m ³

Item	Notes on Completion
1.	Please show here the annual direct charge to your business of the equipment. e.g. annual depreciation cost (if you own the equipment) or finance, lease charges, if you are purchasing the equipment. Do not include any running costs. (See below).
2.	You should show the annual cost of your operators in terms of wages; this should include direct costs e.g. payments for haulage and any indirect costs (as appropriate) e.g. holiday pay.
3.	Detail the expected annual cost in terms of parts & labour of repairing and maintaining the equipment. N.B. Do not include any operator maintenance charges that you may have already included in (2) above.
4	Annual cost of Machine Fuel, excluding oil and lubrication, which should be included in (3) above.
5	Please detail the annual charge by each insurance type
6.	Please show the target annual profit.
7.	Use this space to specify any other significant cost elements pertinent to the job.
8	Specify the annual production target by machine based on the coupes viewed.

Please note:

You must provide prices for each Lot individually. If you wish to also offer an alternative bid (e.g. an offer is dependent on getting two or more Lots) you must make this clear on your price schedule

Part G - Terms and conditions of contract

This ITT, and any contract arising from it, will be subject to the latest version our [terms and conditions](#) for Harvesting Services.

The successful Tenderer’s usual terms and conditions are not, and will not, become terms and conditions of any contract that we may award as a result of this ITT.

		Yes	No
G1	Do you accept the FC’s Terms and Conditions of Contract as detailed above?		
G2	If no, please provide details of any specific areas that you have an issue with. Please note that failure to agree to our Terms and Conditions of Contract may invalidate your tender submission.		

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

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

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

Part I – Declaration

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

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

Name:

Date:

Signature:

Capacity or Title:

For and on behalf of:

Part J – Certificate of *bona fide* tendering

Weighting: You must complete this section.

Tender No: TEN/GRA/2014/10
Due for Return by: 13 January 2015
Subject: **Moray & Aberdeenshire FD, DP Harvesting Tender 2015**

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

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

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

Signature: _____ Date: _____

Name: _____ Position: _____

Signed for and on Behalf of: _____

Address: _____

Contact Tel: _____ Email: _____