

The Queen's House, South England
Forest District, FC England
The Queen's House
The High St
Lyndhurst
Hampshire
SO43 7NH
Tel 023 80 283141
Fax 023 80 283929
andrew.norris@forestry.gsi.gov.uk
Andrew Norris
Recreation Manager

23rd September, 2014

Dear Sirs

INVITATION TO TENDER (ITT) FOR Design & Build of a new Play Structure at Moors Valley Country Park.

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:

Andrew Norris

The Forestry Commission

The Queen's House

Lyndhurst

Hampshire

SO43 7NH

Tel: 023 80 283141

Email: andrew.norris@forestry.gsi.gov.uk (Email address provided for enquiries only)

Send completed tenders 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 we do not accept fax or email copies.

Please mark the envelope with the initials 'ITT' for <insert title and Ref No> - Not to be opened until 16th October 2014.'

We must receive your completed tender by **12 noon on Thursday 16th October**. We will keep tenders that we receive earlier and not open them until after the deadline. We reserve the right to not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

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

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

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

You must follow these instructions:

- i. Any contract concluded as a result of this ITT shall be governed by English Law and the Forestry Commission's Standard Terms and Conditions of Contract for Goods (and any related services), and any additional terms specified as attached to this ITT, will apply. Your terms will not apply.
- ii. You must accept our terms and conditions as follows: [Forestry Commission Standard Terms and Conditions](#) for Goods (and any related services). We will discuss any issues you highlight before any award. If you wish to qualify our Terms and Conditions in any way, you must append a description of the requested changes to your tender. Note that this may invalidate your submission if the Forestry Commission is unable to accept these proposed changes.
- iii. Your tender and all accompanying documents are to be in English.
- iv. All prices must be in sterling and exclusive of VAT.
- v. Costs remain the responsibility of those submitting a tender.
- vi. We will not return any part of the documents forming your tender.
- vii. We reserve the right to cancel or withdraw from the process at any stage.
- viii. We do not undertake to accept the lowest priced tender, or part, or all of any tender.
- ix. All information supplied to you by us must be treated in confidence and not disclosed to third parties.
- x. All details of your tender, including prices and rates, must be valid for our acceptance for a period of 90 days.
- xi. Once we have awarded the contract, we will not accept any additional costs incurred which are not reflected in your tender.
- xii. Offering an inducement of any kind for obtaining this or any other contract with us will disqualify your tender and may constitute a criminal offence.
- xiii. You do not need to provide supporting documents, certificates, statements or policies with your tender unless specifically requested to do so. However, we may ask you for these later. You may also be asked to clarify your answers or provide more details.
- xiv. Your organisation will only be evaluated based on the information in your tender. Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.

Yours faithfully
Andrew Norris
Recreation Manager

1. ITT Composition

This ITT comprises of the following documents:

Module	Description	Action Required
A	Letter including Tender Instructions	For Information Only
	1. ITT Composition	For Information Only
	2. ITT Timetable and Associated Stages	For Information Only
	3. Statement of Requirements	For Information Only
	4. Evaluation Matrix	For Information Only
	5. Lots	Not Applicable
	6. Organisation Details	Complete & Return
	7a. Specific Gateway Questions	Complete & Return
	7b. Specific Award Questions	Complete & Return
	8. Pricing	
	9. Declaration	
B	References	Not Used
C	Financial Information	Not Used
D	Health & Safety	Complete & Return

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

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

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

2. ITT Timetable and Associated Stages

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

Stages	Dates
Bidder Briefing Day	Wednesday 8 th October. 10am – 4pm
Date(s) of site visits by bidders to FC site	As above
Closing date and time for enquiries	Friday 10 th October 2014
Tender Return Date and Time	12 noon Thursday 16 th October 2014
Expected Notification of Intent to Award	5 th November 2014.
End of Standstill Period	21 st November 2014
Expected Start Date	24 th November 2014

Bidder Briefing Day

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

Site Visits

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

3. Statement of our Requirements

We will be awarding a contract for the design and build of a new play structure and associated infrastructure at Moors Valley Country Park. The new play structure will be built and ready for use by 15th March 2015. Bidders may provide designs and costs for a number of play structures with varying costs. Each design will be evaluated individually using the Evaluation Matrix in section 4.

The total value of this contract will be in the region of £40,000.00.

Contract Description

Located just outside Bournemouth, Moors Valley Country Park attracts over 800,000 visitors a year making it one of the top recreational destinations in the country. Check the website for more information: <http://www.moors-valley.co.uk/>

The site is managed as a partnership between the Forestry Commission and East Dorset District Council. This contract will be managed by the Forestry Commission.

A significant proportion of visitors – family groups with young children – will use the Play Trail. The Play Trail features a series of adventurous predominantly wooden play structures set against the backdrop of a pine forest. As part of our rolling programme of replacement, we wish to replace one of the existing structures. All details of where the new structures are to be located will be confirmed by the Forestry Commission.

We wish to replace one of the original play structures called “Crocodile Crossing” which features 2 simple balance beams across ‘crocodile infested waters.’ This is a popular structure but is now over 25 years old, additionally the opportunity for inclusive play is very limited. We would invite designs for a “Crocodile Crossing II.”

“Crocodile Crossing II” will:

Reflect the theme of Crocodiles, jungles, scary tropical creatures etc

Feature balance as its main theme. BUT will offer multiple and progressive options. It is important to understand that we do not want an overly linear challenge i.e. You should NOT start and one point and make your way along a linear route to a finish - rather that the options radiate out from a central area or focus so that it can provide opportunities for differing abilities at the same time.

The structure should make use of the immediate environment in which it sits (pine woodland) and encourage users to explore the area away from the immediate footprint of the structure.

The contract will also included the provision of an appropriate safety surface BUT this surface cannot inhibit access to starting/end points and the design will enable a carer or parent to walk alongside the relevant part of the structure on the ground.

Associated Features.

This contract will also include the Design, supply and installation of the following associated features. We would require a unit price for each element.

1. Inclusive path to/from the structure. Path specification required.
2. Bespoke (inclusive) seating to be located around the structure.

3. Bespoke (inclusive) benches to be located around the structure.

We will select from the above wish upon design and cost.

We require that your submission be supported by plans and drawings of your designs.

Generally, bear in mind:

We require designs for bespoke unique structures. We do not want 'catalogue' nor 'play ground' designs. The timbers used should be big, chunky with a minimum average radius of approximately 150mm. We do not want machine-finished timber as a significant feature of the structure.

We require designs that offer something different to what we currently have. A design that compliments what we have and that makes the link between play and the natural environment and could encourage people to explore beyond the confines of the play structure.

The location for the new play structure is close to a forest road on flat relatively free-draining soils, access to and from and on the site is therefore generally good at most times of the year.

The structure is to be built of FSC or an equivalent standard of sustainable timber. Any timber treatment must be to BS EN 335-1 classes 1, 2, 3 & 4

Any plans to utilise timber that is 'green' and or with the bark still attached need to be discussed with Forestry Commission BEFORE the offer of the contract. We will need confirmation of the donor site to ascertain that it is sourced from a disease free area (*Phytophthora ramorum*).

The Forestry Commission upon liaising with the successful contractor will make ready the site for the construction of the new structure. This could involve some limited felling of trees, some hard landscaping.

As part of the contract the contractor must ensure that the structure passes an independent inspection on safe play to the relevant European Standard i.e. EN 1176. Final payment of invoice will not be authorised until we receive written evidence of the successful independent inspection. **The cost of the RPII inspection is at the expense of the contractor.**

Additionally the structure must complete a successful independent inspection by a qualified structural engineer on all installations prior to the authorising the payment of the invoice. **The cost of this inspection is at the expense of the successful contractor.**

The structure is to have an expected shelf life of 10 years with a one-year guarantee providing repairs at the expense of the contractor for any significant failure of the structure as a result of design or inappropriate materials. If a call-out is required within the year, then response by contractor should be within 10 days max.

The design will:

Not exceed 4 metres in height .

Be BESPOKE, FUN and INNOVATIVE (i.e not 'catalogue' or 'playground' structures.

Incorporate the natural elements and features of the surrounding environment

Provide a wide range of play experience for as wide an audience as possible

Allow people of different ages and abilities to play together

Build in opportunities to EXPERIENCE SOME RISK AND CHALLENGE

Be robust, able to cope with the VERY HIGH LEVELS OF USE.

The successful contractor will submit designs that satisfy the criteria and that we can then select and award a contract for construction by that contractor.

The successful contractor is expected to liaise on a daily basis with the on-site Forestry Commission team informing them of presence/absence from the work site and for updates on progress.

The park is open to the public 7 days a week.

A pre-commencement meeting will take place BEFORE any work can start.

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

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

4. Evaluation Matrix

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

Section/ Module	Title	Weighting	Agreed Marking Criteria
5	Lots	Not Applicable	Not Applicable
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 & 6.11 – Pass/Fail</p> <p>Question 6.12 – Pass/Fail</p> <p>Question 6.13 – Pass/Fail</p>	<p>Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.</p> <p>You must have a Health & Safety policy’ and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.</p> <p>You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.</p> <p>You must either be able to answer ‘no’ to the question posed, or if answering ‘yes’ have provided an explanation which is acceptable to the Forestry Commission. If you answer ‘yes’ to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.</p>
7a	<u>Specific Gateway Questions</u>	Question 7a – Pass/Fail	You must supply evidence of your experience and ability to deliver this project by providing examples of the design and build of 2 play structures within the past 2 years with references where appropriate. If the examples you provide are deemed unacceptable, you will fail this section.
7b	<u>Specific Award</u>	<u>Weight %</u>	The following evaluation system will be

	<p><u>Questions</u></p> <p>7b 1: Proposed Designs</p> <p>7b 2: Design Influences</p> <p>7b 3: Aesthetics vs. Robustness</p> <p>7b 4: Health & Safety Management</p> <p>7b 5: Relationship Management</p>	<p>50%</p> <p>5%</p> <p>5%</p> <p>5%</p> <p>10%</p>	<p>applied:</p> <p>0 – No response or totally inadequate response</p> <p>No response or an inadequate response</p> <p>1 – Major Reservations/Constraints</p> <p>The response simply states that the bidder can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this.</p> <p>2 – Some Reservations/Constraints</p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant</p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements</p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract</p>
8	Pricing Schedule	25 %	<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</p>

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

5. Lots **Not Applicable**

6. Organisation Details

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

Organisation Details						
	Question	Your Answer				
6.7	Length of time your business has been operating.					
6.8	Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family.	<table border="1"> <thead> <tr> <th>No</th> <th>Yes</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	No	Yes		
		No	Yes			
If you have answered "YES" please give details.						

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

6.10	Does your organisation have a written Health and Safety Policy?	Yes	No
Note: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.			
6.11	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem that adequate training is not/or has not been carried out, we will reject your bid in full.		

6.12	<p>You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.</p>			
Insurance Policy	Indemnity Value (£)	Yes	No	Will secure if successful
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £5m per claim			
Products Liability	Min £2m per claim			
Professional Indemnity	Min £250,000.00 per claim			
Loss of or damage to Equipment, Plant and Materials: The FC being a government body does not 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.	Minimum amount of cover required is the replacement cost			
Loss of or damage to the Works: The FC being a government body does not carry insurance. Please give an undertaking that all Works are insured for the period of the contract.	Minimum amount of cover required is the replacement cost			

Tax Compliance			
		No	Yes
6.13	<p>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? 		
<p>If answering 'yes' to question 6.13 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ Corrective action undertaken by you to date; ➤ Planned corrective action to be taken; ➤ Changes in personnel or ownership since the OONC; or ➤ Changes in financial, accounting, audit or management procedures since the OONC. <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p> <ul style="list-style-type: none"> ➤ A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, 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>			

7a. Specific Gateway Questions:

Please provide examples of recent work that show evidence of your experience and ability to be able to deliver this project. Please provide details of 2 examples within the last 2 years of innovative play projects that you have delivered providing references where appropriate.

This is a pass/fail question. Failure to provide relevant examples as requested will result in a fail.

7b. Specific Award Questions

	Question:	Weight %
7.1	Please provide proposals for your play structure (Crocodile Crossing II) for Moors Valley Country Park. This should consider our brief and include a written rationale (of no more than 2 sides of A4 per structure) for your designs. Drawings should be included to accompany the rationale and attached to this questionnaire clearly marked 'Question 7.1.' These drawings should clearly indicate scale, materials, fixings and colour.	50%
Answer:		
7.2	What are the main influences on your designs and why do you think that they will be successful at this site?	5%
Answer:		
7.3	Moors Valley Country Park is a very popular visitor attraction. As well as being attractive and inviting our visitors to play, your design has to be robust enough to cope with very high levels of use. How does you design reconcile aesthetic quality with robustness?	5%
Answer:		
7.4	How will you manage the health & safety of this project given the heavy public use/access on this site?	5%

7.5	How do you see your working relationship with the Forestry Commission both during and after completion of this project?	10%
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8. Pricing

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

Ref	Description	Price (£)
1.0	Design of "Crocodile Crossing II"	
2.0	Materials, delivery and build of "Crocodile Crossing II"	
2.1	Materials and build of path to "Crocodile Crossing II"	
2.2	Materials and provision of agreed safety surface	
2.3	Design, delivery and build of bespoke seating (unit price)	
2.4	Design, delivery and build of bespoke benches (unit price)	
2.5	Design and supply of sign indicating name, supplier and date	
2.6	Cost of Independent Play Inspection (RPii)	
2.7	Cost of Independent Civil Engineering Inspection	
	TOTAL PRICE	

9. Declaration

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

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

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

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

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

- a) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely;
 - aa) conspiracy, within the meaning of section 1 or 1A of the Criminal Law Act 1977 or Article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b) corruption, within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;
- c) the offence of bribery, where the offence relates to active corruption;
- ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
- d) fraud, where the offence relates to fraud affecting the European communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:

- (i) the offence of cheating Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995
- (ii) the offence of conspiracy to defraud;
- (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) order 1978;
- (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- (viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
- (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or believed to be a counterfeited or falsified specified monetary instrument or any machine, implement or computer programme or any paper or other material which to his or her knowledge was specifically designed or adapted for the making of a specified monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.
- (xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;
- (xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act

2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.

(xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.

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

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

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

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

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

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

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

4. The bidder being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution, or is the subject of an order by the

court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state.

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

6. The bidding organisation has not committed an act of grave misconduct in the course of its business or profession.

7. The bidding organisation has fulfilled its obligations relating to payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established

8. The bidding organisation has fulfilled its obligations relating to payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established.

9. The bidding organisation is not guilty of serious misrepresentations in providing any information required under Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or under Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time).

10. The bidding organisation is in possession of a licence or is a member of the appropriate organisation where the law requires it.

11. The bidding organisation has not had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.

12. None of the senior personnel of the bidding organisation have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.

13. The bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.

14. The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.

15. The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), it may not be comprehensive nor has it been independently verified. Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

16. The bidding organisation confirm that this is a *bona fide* tender, intended to be competitive, and that they have not:-

- a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respect of this tender;
- b) worked with any person in the preparation of the tender, irrespective of whether or not that person is also a bidding organisation in respect of this tender, save to the extent that (i) the work and involvement of that other person is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged work does not amount to collusion and
- c) exchanged information with any of the other bidding organisations in respect of this tender save to the extent that (i) the exchange of information is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged exchange of information does not amount to collusion.

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

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

Name (printed)

Date

Signature

Capacity / Title

For and on behalf of
