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Donna.macpherson@forestry.gsi.gov.uk

Donna MacPherson

2 February 2015

Dear Sirs

**INVITATION TO TENDER (ITT) FOR PATH GRADING OF ALL WAYMARKED TRAILS ON SCOTLAND'S NATIONAL FOREST ESTATE**

**REF NO: 580/2015**

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:

Donna MacPherson  
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Forestry Commission Scotland  
Silvan House  
231 Corstorphine Road  
Edinburgh  
EH12 7AT

Tel 0300 067 6190

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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 PATH GRADING OF ALL WAYMARKED TRAILS ON SCOTLAND'S NATIONAL FOREST ESTATE **580/2015** - Not to be opened until 2pm 20<sup>th</sup> March 2015. '

We must receive your completed tender by 2pm 20<sup>th</sup> March 2015. We will keep tenders that we receive earlier and not open them until after the deadline. We will not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

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

This ITT is a modular document and you will only be supplied with the modules that are required to complete this tender. The document is made up of modules labelled A to I. (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 Scots Law and the Forestry Commission's Standard Terms and Conditions of Contract for supply of 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 Supply of 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.
- xv. We have not asked for financial details in this document; however we reserve the right to carry out checks if we think it is necessary.

Yours faithfully

Donna MacPherson

## 1. ITT Composition

This ITT comprises of the following documents:

Module	Description	Action Required
A	Letter including Tender Instructions	For Information Only
	1. ITT Composition	For Information Only
	2. ITT Timetable and Associated Stages	For Information Only
	3. Statement of Requirements	For Information Only
	4. Evaluation Matrix	For Information Only
	5. Lots	Not Applicable
	6. Organisation Details	Complete & Return
	7a. Specific Gateway Questions	Not Applicable
	7b. Specific Award Questions	Complete & Return
	8. Pricing	
	9. Declaration	
	Appendix A – Survey Sheet example Appendix B – Spreadsheet example	For Information Only
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.

<b>Stages</b>	<b>Dates</b>
Closing date and time for enquiries	<b>3pm 13th March 2015</b>
<b>Tender Return Date and Time</b>	<b>2pm 20th March 2015</b>
Expected Notification of Intent to Award	<b>25th March 2015</b>
End of Standstill Period	<b>31st March 2015</b>
Expected Start Date	<b>1st April 2015</b>

### 3. Statement of our Requirements

## Contract Description

### 1.1 Introduction

FC Scotland will be awarding a contract for a single exercise to re-grade all our waymarked walking paths on Scotland's National Forest Estate, using the new Path Grading System for Scotland <http://www.pathsforall.org.uk/pathgrading>

There are currently 463 waymarked walking paths on the estate, totalling some 1,658 Km. <http://scotland.forestry.gov.uk/visit>

The contract only relates to waymarked walking paths and excludes cycle or mountain bike routes.

Our intention is to award this contract for a period of ten months. Maximising use of the seasons for fieldwork will be important.

The total value of this contract over the entire period, including any extension options, will be in the region of £50,000.

### 1.2 Background

Agencies involved in path provision across Scotland are adopting a national standard path grading system, developed by FCS with partners SNH and PfA.

<http://www.pathsforall.org.uk/pathgrading>

Our hope has always been that a system would achieve cross agency support and adoption, so that users become familiar with a consistent approach and more comfortable about making the right path choices for them, wherever they encounter waymarked paths.

Our old Forestry Commission waymarked paths grading system always lacked technical specifications and therefore, means of objective grading one route relative to another. Lack of consistent application significantly undermines the credibility of any system for the path user.

The new path grading system provides technical grade definitions for each of the four grades and also a standard vocabulary for the supporting Terrain Description; again with technical guidance for consistent application. It is therefore possible for the first time, to objectively re-grade our trail network and ensure consistency for path users.

A two month pilot project was completed in house in the autumn of 2014 to inform this contract. Some 49 of the 463 trails were surveyed as part of this pilot project.

## 1.3 Objectives

Complete an accurate re-grading of the entire FCS paths network in order to:

- Give confidence to path users in making the right path choices for them
- Provide path managers with an accurate assessment of their path portfolios from a visitor's perspective, to help inform future decisions on upgrading and investment in existing and new routes.

## 1.4 Contract Scope

- Make contact with local staff to share daily survey programme and check any safety restrictions.
- Walk and survey all routes in accordance with the Path Manager's Guide to Grading, for all elements of the six part system. Quality of writing for Path Promotions and Terrain Descriptions is important.
- Survey exercise to be carried out by no more than two individuals – to ensure consistency.
- Rate the quality of the path experience (1-5) and make brief notes on whether the route is worth retaining.
- Wherever possible, make brief recommendations for cost effective upgrading, such as section changes that would reduce the overall grade or improve visitor experience.
- Only trails listed on our website will be surveyed. (Other trails currently included in publications or onsite panels are being removed from the network). A spreadsheet of all trails to be surveyed and existing data online will be provided.
- Present results on a survey sheet and in a spreadsheet of trail data for our web team to input into the FCS website (examples attached Appendices A & B).

## 1.5 Technical Requirements

As in the Path Manager's Guide to Grading. Always use plain English, avoid long words and consider a reading age of around 13.

Additional notes on writing Path Promotions (PPs):

- PPs are a sales pitch – a reason for doing the trail – rather than a detailed account. They must be honest and not over-sell but be well written and inspirational.
- Forty words maximum. Always run all PPs through an MS Word word counter.
- Our existing path promotions online are of varying length and style but may include some content that can be edited, once checked onsite.
- Any more detailed "interpretive" text already existing online, should be re-submitted for the "more" section of the website and not duplicate what is covered in the PP.

Additional notes on writing Terrain Descriptions (TDs):

- Word limits: Thirty words is an absolute maximum. Shorter descriptions are generally better. For a generally difficult trail but with some easier sections, there's generally no point in describing the easier bits. Always run all TDs through an MS Word word counter.
- Always review and edit twice, to consider sentence structure and simplification to read more easily.
- Sense check, particularly in relation to slope classes. E.g.: "Moderately steep slopes with some short fairly steep sections" confuses. "Moderately steep slopes with some short steeper sections" is better.
- Avoid over - using terms like: generally, mostly, mainly.

Please note for Path Promotions & Terrain Descriptions:

- No exclamation marks. They should only be used very sparingly, if at all.
- Wildlife names shouldn't be capitalised, i.e. red squirrel not Red Squirrel.
- Watch out for extra spaces, particularly after full stops - one space please.
- Full stops at the end of a sentence.

FC will review/audit submissions at regular intervals and will give feedback on quality and accuracy.

FC will not provide equipment or materials for this work, however from carrying out the pilot project we would expect the contractor to require the following:

- Clinometer and marked canes
- Measuring tape
- Camera

## 1.6 Project Costs

The budget for this work must include all of our statement of requirements including travel and subsistence allowances and other costs and contingencies.

Estimating the scale of the task itself at the outset is clearly difficult. Our initial estimates are that all stages of the project: survey, writing and reporting should all be possible within around 250 man days but you are required to produce your own estimates in your bid. You should also provide a break-down of the number of days estimated on-site as opposed to liaison, write up and reporting time.



## 1.7 Key tasks & Milestones

The following key milestones or outcomes are required:

1. Initial batch of priority paths surveyed
2. Feedback on approach and quality of written grading results from Phil and Julie
3. Production of a revised project plan and costs to complete the exercise
4. Client sign off of content in batches
5. Mid term review of project plan, progress and costs
6. Completion

## 1.8 Project Management

A detailed Project Plan will be prepared by the contractor, in discussion with the client team, defining clear responsibilities and milestones.

The contractor will have a single point of contact for the client team.

A system for regular reporting of progress and agreeing changes in approach will be agreed with the client. No changes will be implemented without prior client approval.

### **The Client team:**

**Client Contract manager :Julie McMorran:** The contractor will regularly report progress to Julie and agree a format and frequency for reporting at the outset.

**Technical assistance on writing for the new grading system:** Phil Whitfield: Phil led the development of the new grading system and will advise the contractor on implementation, particularly writing for Terrain Descriptions and Path Promotions.

**Programme Progress and scheduling: Donna MacPherson:** Donna manages the work programme for revisions of on site panels and leaflets. She will identify priority sites for the contractor to tackle first and liaise over progress.

**Web content contact: Louise Boyd:** The initial input of the results of the grading exercise will be into our web system. Louise will therefore be the first recipient of batches of trail gradings submitted.

**Local District Staff:** You will work closely with Forest District staff: Communities Recreation and Tourism Managers and their teams.

### **Note:**

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

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

## 4. Evaluation Matrix

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

<b>Section/ Module</b>	<b>Title</b>	<b>Weighting</b>	<b>Agreed Marking Criteria</b>
5	Lots	Not Applicable	Not Applicable
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 &amp; 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 &amp; 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>	Not Applicable	Not Applicable
7b	<u>Specific Award Questions</u>	<u>Weight %</u>	<p>The following evaluation system will be applied:</p> <p><b>0 – No response or totally inadequate response</b></p> <p>No response or an inadequate response</p> <p><b>1 – Major Reservations/Constraints</b></p> <p>The response simply states that the bidder can meet some of the requirements set out in the question or</p>
	7b1	20	
	7b2	40	

			<p>statement of requirements, but have not given information or detail on how they will do this.</p> <p><b>2 – Some Reservations/Constraints</b></p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p><b>3 – Fully Compliant</b></p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p><b>4 – Exceeds Requirements</b></p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract</p>
8	Pricing Schedule	40 %	<p>Price will be evaluated using the 'weighted average price method' – the weighted average price will be calculated using the highest price submitted, added to the lowest price submitted, divided by 2. This price will represent the average Score (2). A score will then be allocated to each bidder's price based on how much their price differs from the average price. Prices above the average will receive a score of between 0 and 2; prices below the average will receive a score of between 2 and 4."</p>
9	Declaration	Pass/Fail	<p>You must sign the declaration specifying any area of the declaration with which you cannot comply. Details on mandatory and discretionary elements are contained within the Declaration.</p>

Module B	References	Not Used	Not Used
Module C	Financial Information	Not Used	Not Used
Module D	Health and Safety	Pass/Fail	Complete & Return

## 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	

<b>Organisation Details</b>			
	<b>Question</b>	<b>Your Answer</b>	
		vi) other (please specify)	
6.6	Total number of employees employed by your organisation. (Including Directors, Partners, Apprentices, Trainees etc.)		
6.7	Length of time your business has been operating.		
6.8	Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family.	<b>No</b>	<b>Yes</b>
		If you have answered "YES" please give details.	

6.9	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?	<b>Yes</b>	<b>No</b>
<b>Note:</b> if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.			

6.11	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem that adequate training is not/or has not been carried out, we will reject your bid in full.			
6.12	<b>You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.</b>			
<b>Insurance Policy</b>	<b>Indemnity Value (£)</b>	<b>Yes</b>	<b>No</b>	<b>Will secure if successful</b>
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £2m per claim			
Professional Indemnity	Min £2m			

<b>Tax Compliance</b>			
6.13	Have your organisation's tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation's tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of: <ul style="list-style-type: none"> <li>a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or</li> <li>b) A tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax</li> </ul>	<b>No</b>	<b>Yes</b>

	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?		
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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:

- 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.

In order to consider any factors raised by you, we will find it helpful to have the following information:

- 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.

Please use the box below to provide details if appropriate, and expand as necessary.

## 7a. Specific Gateway Questions - Not Applicable

## 7b. Specific Award Questions

	Question	Weight %
<b>7.</b>	<b>b1:</b> Provide details of your proposed approach or methodology to the work described in Section 3 – Statement of Requirements. Your	20

	response should explain how the path grading work will be carried out and should incorporate a work program identifying the key timescales and milestones and total number of days estimated, and the various steps involved to ensure delivery of the contract on time and budget.	
<b>Answer:</b>		
<b>7.</b>	<b>b2:</b> Provide detailed information on the background, experience and responsibility of each of the team members you intend to use to carry out the work, demonstrating their suitability for the task. Your response should incorporate a clear specification of the tasks to be carried out by each member of the team including the time commitment of each member at the various steps (as detailed in response to Qb1 above).	40
<b>Answer:</b>		

## 8. Pricing

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

Ref	Description	Price (£)
	Total Price for delivery of the contract requirements identified under Section 3 of this document. No additional costs will be paid. You should provide your total cost for delivering the work and provide a breakdown to demonstrate how you have arrived at your total price	
	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)

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Date

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Signature

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Capacity / Title

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For and on behalf of

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