

# **Invitation to Tender for**

Framework Agreement for:  
Supply of Forestry Planting Stock  
to the Forestry Commission

Framework No: PSSFA15-19

## 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](http://www.forestry.gov.uk)

## 1 Type and term of agreement

We will be awarding a framework agreement for the supply of forestry planting stock to the Forestry Commission.

There are 3 lots to tender for:

Lot 1 Bare-root conifers

Lot 2 Bare-root broadleaves

Lot 3 Cell grown conifers

There will be a maximum of nine suppliers awarded per lot. Each lot is broken down into a number of species and a range of minimum quantities to be supplied.

Suppliers will be invited to tender for the delivery of forestry transplants to sites within England and Scotland.

Suppliers will need to demonstrate that they follow industry best practice.

Our intention is to award this framework agreement for a period of 4 years, initially reviewed after 2 years; then reviewed annually after that (2+1+1).

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

The total value of this framework agreement over the entire period will be in the region of £3,000,000

The Forestry Commission reserves the right to tender for and award contracts for growing forestry planting stock within the 4 year term of this framework agreement, if it is deemed to be in the interests of the Forestry Commission to do so.

Any such awarded contracts for growing forestry planting stock arrangement(s) would supersede the equivalent lot or species category awarded in this framework agreement.

## 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.

<b>Stages</b>	<b>Dates</b>
Issue ITT Document	9 <sup>th</sup> March 2015
Closing date and time for enquiries	12 noon on 17 <sup>th</sup> April 2015
<b>Tender Return Date and Time</b>	<b>12.00 noon on 24<sup>th</sup> April 2015</b>
Expected Notification of Intent to Award	7 <sup>th</sup> May 2015
End of Standstill Period	22nd May 2015
Expected Start Date	1 <sup>st</sup> June 2015

### 2.2 Clarification

#### 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 further explore the information you have provided in your submission.

### 2.3 Enquiries

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

Alan Harrison,  
Forestry Commission,

Delamere Nursery,  
Linmere,  
Delamere,  
Northwich,  
Cheshire  
CW8 2JD

Email: alan.harrison@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 framework agreement, 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 will not consider any tenders we receive after the deadline.** Please be aware that tenders may be copied for our use.

Mark your envelopes with the words '**Tender for the Supply of Forestry Transplants to the Forestry Commission**' – **Not to be opened until 12.00 noon on 24/04/2015**'.

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

Send or deliver the completed tender documents to the following address:

Alan Harrison,  
Forestry Commission,  
Delamere Nursery,  
Linmere,  
Delamere,  
Northwich,  
Cheshire

CW8 2JD

### 3 Statement of Requirements

We intend to award a framework agreement for the supply and of forestry planting stock to the Forestry Commission (FC).

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

This particular Framework Agreement will operate as follows:

We will be awarding a framework agreement for the supply of forestry planting stock to the Forestry Commission.

There are 3 lots to tender for:

Lot 1 Bare-root conifers- Estimated Value £2m over the four years of the framework.

Lot 2 Bare-root broadleaves- Estimated value £0.5m over the four years of the framework.

Lot 3 Cell grown conifers- Estimated value £0.5m over the four years of the framework.

Each lot will have a maximum of nine suppliers per lot. Each lot will include supplying a number of tree species and a range of minimum quantities that would be ordered if those tree species are required. When a particular tree species is required, the FC will make a decision to award a contract to one of the suppliers on the framework using the following two methods.

1. As a direct award from one of the nine suppliers who are awarded a framework agreement for the relevant lot. The FC will make a direct award decision if there is sufficient information from the suppliers' submissions to establish which supplier has offered the best value. It is envisaged that the large majority of contracts will be awarded using this method.
2. If there is insufficient information from the tender submissions to make a direct award decision a mini competition will be undertaken between the suppliers on the framework to establish who the most economically advantageous tender is.

The mini completion will be evaluated on the basis of:

Gateway Questions- e.g. ability to deliver within the timescales set.

70% - Price

&

30%- Quality

- Once the supplier has an order they will either confirm or decline the initial order within five working days after receipt from the FC. The FC will be committed to this order when satisfactory confirmation is received from the supplier (whereupon it becomes a confirmed order). The confirmed order may be withdrawn in the event that the supplier fails to meet the Framework Contract specification.
- In the event that a supplier declines part or all of an initial order the FC will approach the next ranking Framework supplier to fulfil the order. Rankings will be determined using one of the two methods described above, i.e. direct award or mini-competition. The FC will be committed to these subsequent orders if satisfactory confirmation is received from the next ranking supplier (whereupon it becomes a confirmed order).

### Background Information

The FC owns 3 forest nurseries with a total capacity to produce up to 27 million transplants each year. These nurseries supply planting material for planting and restocking on the public forest estate in England and Scotland. The nurseries also act as the agents to the FC to purchase certain categories of material where they experience shortfalls in internal production.

The aim of the FC is to supply its estate with planting material that minimises the overall cost of tree establishment and maximises the value of woodlands. The specification that we give for planting material covers both the size and the condition of plants at the time of delivery. Suppliers will need to demonstrate that their nursery systems follow industry best practice in the processing, the storage and the transportation of plants to site. Information that suppliers provide about the control of quality will be used during the evaluation process.

The principal legislation that governs the supply of transplants from within Great Britain to the FC is as follows:

- The Forest Reproductive Material (Great Britain) Regulations 2002;
- The Plant Health (Forestry) Order 2005;
- The Plant Health (England) Order 2005;
- The Plant Health (Wales) Order 2005;
- The Plant Health (Scotland) Order 2005.

Prospective suppliers must be able to demonstrate compliance with all of the above legislation. If you are based in another EU Member State you must be able to provide evidence of complying with the equivalent national legislation implementing Council Directive 2000/29/EC (the EU Plant health Directive) and Council Directive 1999/105/EC (the EU Forest Reproductive Material Directive).

### Specification

The tender is for the supply of forestry transplants, to include delivery to sites within Scotland, England and Wales. The Framework Agreement will include specific requirements, which are outlined below:

- One or more preferred seed sources will be specified for each lot.
  - A size specification and quality standard will be given for each lot. The FC may reject any consignment of plants that does not conform to this specification within the period of five working days after the date of delivery.
  - The FC reserves the right to inspect stock prior to delivery. This may include both the stock held at the supplier's nursery and any substitute stock that is purchased in the event of a shortage in the supplier's production. Nursery visits and samples of plants will be arranged by mutual agreement between the FC and the supplier.
3. The FC will ask for proof of the place of production, to include the name of the growing nursery and the country in which that nursery is located.
- The FC will retain first option to purchase the numbers of plants in the confirmed orders. The FC and the suppliers will undertake to review the status of the confirmed orders by the 31st January each year. As a consequence of this review, the FC and the suppliers may accept changes to the confirmed orders by mutual agreement. The supplier will provide a revised order confirmation to reflect any amendments.
  - The FC will call off numbers of plants up to the total quantity specified in a confirmed order. The FC may request quantities of plants in addition to a confirmed order, although the supplier is under no obligation to provide these other than by mutual agreement with the FC.
  - At the 31st March each year the suppliers will notify the FC in the event that they still have stock outstanding against a confirmed order. The FC will forego any option on any remaining plants that have not been called off against confirmed orders by the 31st March, other than by prior agreement with the supplier. These plants may be sold, disposed of or retained for future years by the supplier and the FC may be liable for any charges concerned with disposal or standing over such material.
  - The successful suppliers will be expected to provide a delivery service to any location in England, Wales and Scotland within 10 working days of call-off orders being placed.
  - The distance and cost of transporting plants from suppliers will form part of the tender evaluation process and will be scored on the basis of price per 1,000 units per 100 miles.
  - For the purpose of call-offs, Framework suppliers will be asked to confirm their delivery charge at the time that trees are ordered to take account of variable factors like the haulage rate and the size of the load. If the price quoted is deemed significantly different from the haulage price schedule completed as part of this tender (part F), then the FC will reserve the right to seek a quotation from the next ranking supplier on the Framework, or to run a mini-competition between all Framework suppliers.
  - The supplier will lift and grade bare-root plants only whilst they are dormant. The supplier will only lift plants between 1st November and 31st March, plants supplied after the end of March will be cold stored prior to dispatch. Subsequent to lifting and prior to dispatch all plants will be stored in the supplier's nursery at the supplier's own risk.



- Plants will be labelled and packaged either in co-extruded bags or in, the case of cell-grown stock, in rigid containers. Each bag, bundle or box will be labelled showing details of species, seed lot identification number, lifting date, packing date and the number of plants contained therein.
- The FC may specify that plants are supplied with insecticide treatment against the Large pine weevil, *Hylobius abietis*. Where this is specified, plants will be treated with a pre-planting spray in the nursery using the insecticide alpha-cypermethrin, or an agreed alternative pesticide with UK approval. Where plants are treated, all bags will be labelled as 'Plants treated with alpha-cypermethrin based insecticide' (or specifying any agreed alternative treatment).
- **The supplier will provide the documentation required of the Forest Reproductive Material (Great Britain) Regulations 2002 or the Voluntary Scheme for the Certification of Native Trees and Shrubs. The supplier will provide this information electronically, as a means of confirming an order, no later than 20 working days after the receipt of the order. Final copies of supplier's documents will be sent to the Commission at the time of delivery.**
- Suppliers must ensure that they have public and employers liability insurance in place and be able to supply a sample of a risk assessment for delivering trees.

Our intention is to award this framework agreement for a period of 4 years, initially reviewed after 2 years; then reviewed annually after that (2+1+1).

### Lots

For the purposes of this procurement exercise each main category of forestry transplants will be classified as one lot. Suppliers are invited to tender to supply plants for one or more of the lots.

#### Lot 1 Bare-root conifer transplants

Specification for bare-root conifer transplants:

The minimum specification for bare-root conifer transplants is a size grade of 20 to 40 cm, having a minimum root collar diameter of 4 mm.

All plants will be well-rooted with good root:shoot ratios and free from harmful pests and diseases, and they will have single leading shoots (unless otherwise agreed with the Commission).

Plants will be packaged in co-extruded bags and each bag, will be labelled showing details of species, seed lot identification number, lifting date, packing date and the number of plants.

Plants will be lifted between 1st November and 31st March. Plants supplied after the end of March will be cold stored by the supplier prior to dispatch.

Where the FC specifies that plants are supplied with insecticide treatment against the Large pine weevil, *Hylobius abietis* the plants will be treated with a pre-planting spray in the nursery using the insecticide alpha-cypermethrin, or an agreed alternative

pesticide with UK approval. Where plants are treated, all bags will be labelled as 'Plants treated with alpha-cypermethrin based insecticide' (or specifying any agreed alternative treatment).

### **Lot 2 Bare-root broadleaf transplants**

Specification for bare-root broadleaf transplants:

The minimum specification for bare-root broadleaf transplants is a size grade of 20 to 40 cm, having a minimum root collar diameter of 4 mm.

All plants will be well-rooted with good root:shoot ratios and free from harmful pests and diseases and they will have single leading shoots (unless otherwise agreed with the Commission).

Plants will be packaged in co-extruded bags and each bag will be labelled showing details of species, seed lot identification number, lifting date, packing date and the number of plants.

Plants will be lifted between 1st November and 31st March, plants supplied after the end of March will be cold stored by the supplier prior to dispatch.

Where the FC specifies that plants are supplied with insecticide treatment against the Large pine weevil, *Hylobius abietis* the plants will be treated with a pre-planting spray in the nursery using the insecticide alpha-cypermethrin, or an agreed alternative pesticide with UK approval. Where plants are treated, all bags will be labelled as 'Plants treated with alpha-cypermethrin based insecticide' (or specifying any agreed alternative treatment).

### **Lot 3 Cell-grown conifer transplants**

Specification for delivery:

The minimum specification for cell-grown conifer transplants is a size grade of 20 cm, having a minimum root collar diameter of 3.5 mm.

All plugs will be well-rooted with good root:shoot ratios and free from harmful pests and diseases and they will have single leading shoots (unless otherwise agreed with the Commission).

Plants will be packaged in co-extruded bags or cling wrapped bundles in rigid boxes for delivery to site. Each unit will be labelled, showing details of species, seed lot identification number, lifting date, packing date and the number of plants. Boxes will be delivered on stillages or pallets so that they can be off loaded by forklift at the delivery locations. The Commission will be responsible for returning boxes and packaging material to a central location for collection and re-cycling by the Supplier. The Supplier will be responsible for collection of boxes and packaging at a time and location as agreed with the Commission.

Where the FC specifies that plants are supplied with insecticide treatment against the Large pine weevil, *Hylobius abietis* the plants will be treated with a pre-planting spray in the nursery using the insecticide alpha-cypermethrin, or an agreed alternative pesticide with UK approval. Where plants are treated, all bags will be labelled as 'Plants treated with alpha-cypermethrin based insecticide' (or specifying any agreed alternative treatment).

### **Geographical Area**

The Framework Agreement is for the supply of forestry transplants to numerous Forestry Commission sites in Scotland, England and Wales. Details of delivery sites will be provided at the time orders are called-off, and any specific requirements will be discussed at that time. A list of regularly used delivery addresses is given in Appendix 1, however, we reserve the right to stipulate deliveries to other locations.

### **Contract Management Requirements**

The supplier must:

- supply the plants when requested, unless unforeseen circumstances dictate otherwise. Should such an occasion arise then samples of substitute material should be submitted for evaluation.
- never change the specification, material or equipment being supplied without prior agreement from the FC.
- meet the required delivery dates
- nominate a dedicated contract manager
- fully support FC requirements to resolve any problems prior to formal escalation or legal proceedings.
- supply the FC with regular management information reports detailing the volumes of plants ordered & supplied at intervals to be agreed by the FC contract manager.
- attend annual review meetings as requested by the FC contract manager. Meetings will cover all aspects of the contract and service provision from both parties. If the need arises, further meetings during the contract period may be arranged to discuss any outstanding problems or issues.
- repay overpayment or duplicate payments within 5 working days.

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

## 4 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. 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 participating 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 or Wales 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 or Wales 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 specific legal entity under Regulation 19 of The Public Contracts Regulations 2015.

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 framework agreement concluded as a result of this ITT will be governed by English law.

### 4.11 Pricing

All prices will be in sterling and exclusive of VAT.

### 4.12 Additional costs

Once we have awarded the framework agreement, 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 framework agreement with us will disqualify you from being considered and may constitute a criminal offence.

## 4.15 Contract management

If we award a framework agreement, you will have to co-operate in managing the framework agreement, 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 framework agreement.

If any of these questions are not answered appropriately, we may reject submissions in full and will not evaluate any further 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 of our intention to award.

#### 5.4.1 Standstill Period

We will apply a standstill period of 15 days minimum between the notification of intention to award, and the start of the framework agreement.

#### 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 (g) and 'yes' to each of questions (h) to (k) 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 framework agreement start date. If you cannot confirm this, you will fail this section.

<b>E1 Selection Questions</b>			
<u>This section of the tender includes two pass/fail selection questions.</u>			
<u>You MUST pass both questions within this section or your bid will fail in its entirety.</u>			
<u>Bidders who pass both questions in this section will be considered to have passed this section and will be evaluated against the award criteria questions at section E2.</u>			
E	<b><u>Gateway Questions</u></b>	Pass/Fail	
E1.1	<b><u>Delivery Notes</u></b>	Pass/Fail	A pass will indicate that your delivery notes give the species/origin/provenance information required by FRM regulations and that they show the place(s) involved in the production cycle. Or, that you have shown a suitable alternative method to provide the same level of information.
E1.2	<b><u>FRM Regulations</u></b>	Pass/Fail	A Pass will show you have the ability to provide Forest Reproductive Material (Great Britain) Regulations 2002, or the Voluntary Scheme for the Certification of Native Trees and Shrubs, or the EU Forest Reproductive Material Directive - 1999/105/EC) documentation, electronically, as a means of confirming an order, no later than 20 working days after the receipt of the order, with final copies of supplier's documents to be sent to the Commission at the time of delivery.
<b>E2 Scored Award Questions</b>			
<u>This section of the tender includes three scored award questions. Only bidders that have passed both of the pass/fail criteria against the scored selection questions in section E1 will have their responses to this section evaluated.</u>			
<u>Weighted scores from this section will be added to bidders' weighted scores for their prices to establish a total score.</u>			
E2	<b><u>Award Questions</u></b>		The following evaluation system will be applied: <b>0 – No response or totally inadequate</b> No response or an inadequate response. <b>1 – Major Reservations/Constraints</b> 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. <b>2 – Some Reservations/Constraints</b>
E2.1	Plant health	15%	
E2.2	Plant quality	10%	
E2.3	Species/	5%	

	provenances		<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>
F	<p>Pricing Schedule</p> <p>Plant price</p> <p>Haulage</p>	<p><u>Weight</u></p> <p>%</p> <p>60</p> <p>10</p>	<p>The pricing schedule has an overall weighting of 70%. This is split into two elements 60% for the Plant price and 10% for Haulage.</p> <p>The price evaluated for the plant price will be calculated by adding all of the prices submitted for each species in all of the quantity breakdowns.</p> <p>The price for haulage will be calculated by establishing an average price from the prices submitted.</p> <p>Both the plant price and the haulage price will then 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 and Conditions	Pass/Fail	You must accept our terms and conditions. We will discuss any issues you highlight before any award.

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H	References	Pass/Fail	You must provide references relevant to the subject of this framework agreement. You should provide the 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 framework agreement 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.

### **Lots**

#### **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 and 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 Lots

In order of preference please indicate which lots you are interested in bidding for:

<b>Lot No:</b>	<b>Bid: Yes/No</b>
1. Bare-root conifer transplants	
2. Bare-root broadleaf transplants	
3. Cell-grown conifer transplants	

If you bid for more lots than your capacity permits you must clearly state below the maximum number of lots you wish to be awarded and show us your order of preference. We will use this information during our evaluation if an organisation scores the most in more lots than their capacity. The final award of lots will be at our discretion.

<b>Maximum Number of Lots:</b>	
<b>Lot No:</b>	<b>Lot Preferences</b>

## Part A – Form A - Organisation and Contact Details

<b>Weighting: Completion of this Section is mandatory</b>		
<b>Organisation Details</b>		
	<b>Question</b>	<b>Your Answer</b>
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	

<b>Weighting: Completion of this Section is mandatory</b>			
<b>Organisation Details</b>			
	<b>Question</b>	<b>Your Answer</b>	
	of services and,or, delivery of goods similar to those required under this framework agreement?		
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 framework agreement, for example if any of those involved with the framework agreement 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.	
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><b>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.</b></p>			



<b>Contact Details – Contact details for enquiries relating to this process</b>		
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>	

<b>Tax Compliance</b>			
A20	<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>	<b>No</b>	<b>Yes</b>

<p>a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or</p> <p>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</p> <p>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>		
<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"> <li>➤ Corrective action undertaken by you to date;</li> <li>➤ Planned corrective action to be taken;</li> <li>➤ Changes in personnel or ownership since the OONC; or</li> <li>➤ Changes in financial, accounting, audit or management procedures since the OONC.</li> </ul> <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"> <li>➤ 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.</li> <li>➤ Where the OONC relates to a DOTAS, the number of the relevant scheme.</li> <li>➤ The date of the original "non-compliance" and the date of any judgement against the supplier, or date when the return was amended.</li> <li>➤ The level of any penalty or criminal conviction applied.</li> </ul> <p>Please use the box below to provide details if appropriate, and expand as necessary.</p>		
<div style="border: 1px solid black; height: 100px;"></div>		

## 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 every question 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.

<b>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?</b>	<b>Answer</b>
(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 common law 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;	

<p>(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:</p>	
<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</p>	

<p>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.</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 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 57 of Directive 2014/24/EU as defined by the national law of any relevant State.</p>	
<p>(g) any other offences not specified in this section as outlined in The Public Contracts Regulations 2015 regulation 57, paragraph (1) "mandatory exclusions".</p>	
<p><b>Are the following true of your organisation?</b></p>	
<p>(h) the bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.</p>	
<p>(i) The bidding organisation confirm their acceptance</p>	

<p>of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.</p>	
<p>(j) 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.</p>	
<p>(k) 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"> <li>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;</li> <li>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</li> <li>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</li> </ul>	

<p>reasonable opinion of the Forestry Commission the acknowledged exchange of information does not amount to collusion.</p>	
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## 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 regulation 57 of The Public Contracts Regulations 2015 or you fail to provide any such information requested by us.

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

<p><b>Is any of the following true of your organisation?</b></p>	
<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</p>	



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;	
(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	
(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 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?	
<b>Has your organisation</b>	
(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) Has your organisation and/or any or your contractors had a gangmasters licence refused or revoked for any reason in the past.	
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 contracted by us if this assessment identifies that a parent or other type of guarantee is required.

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>		
B1	Please provide one of the following set out below:-	
	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 for 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?		
	<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.		
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.		

## Part D – Details of insurance policies

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>				
<b>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.</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 £5m per claim			
Products Liability	Min £2m per claim			
<b>If you do not undertake to secure the stated levels of insurance, we will not consider your submission.</b>				

## Part E – Specific Questions

<p><b>E1</b></p>	<p><b>Selection Questions</b></p> <p><b>This section of the tender includes two pass/fail selection questions.</b></p> <p><b>You MUST pass both questions within this section or your bid will fail in its entirety.</b></p> <p><b>Bidders who pass both questions in this section will be considered to have passed this section and will be evaluated against the award criteria questions at section E2.</b></p>	<p><b><i>Pass/Fail</i></b></p>
<p><b>E1.1</b></p>	<p>As well as the information required by the Forest Reproductive Material (Great Britain) Regulations 2002 (“the FRM regulations”), we require delivery notes to clearly state the place of production (for all stages of production). Please confirm whether you are able to meet these two requirements.</p> <p>In addition, please provide an example of your current delivery note to show the level of detail it captures. If your current delivery note does not include information on the place of production, please explain how and where you would include this</p>	

	<b>Selection Question</b>	<b><i>Pass/ Fail</i></b>
<b>E1.2</b>	<p>We require the documentation relating to the Forest Reproductive Material (Great Britain) Regulations 2002 or the Voluntary Scheme for the Certification of Native Trees and Shrubs to be supplied electronically, as a means of confirming the reserve orders. This documentation should be supplied no later than 20 working days after the receipt of the order, with final copies of supplier’s documents to be sent to the Commission at the time of delivery. Please confirm that you are able to comply with this or the EU Forest Reproductive Material Directive - 1999/105/EC). Please indicate how this will be achieved.</p>	

<b>E2</b>	<p><b>Award Questions</b></p> <p><b><u>This section of the tender includes three scored award questions. Only bidders that have passed both of the pass/fail selection questions in section E1 will have their responses to this section evaluated.</u></b></p> <p><b><u>Weighted scores from this section will be added to bidders' weighted scores for their prices to establish a total score.</u></b></p>	<b>Weight %</b>
<b>E2.1</b>	<p>How will you ensure that all plants supplied under this framework will be healthy, free from disease and from an appropriate place of production for all stages of production? Within your response, please detail what policies and procedures you have in place to ensure plant health regulations are adhered to, both for your own stock and for any plant purchases you may make for onward sale.</p>	15



	<b>Question</b>	<b>Weight %</b>
<b>E.2.2</b>	Please describe the systems you will use to ensure that you supply high quality forestry transplants as required for this framework and detailed in the statement of requirements. Your answer should include detail on plant husbandry, monitoring, quality assurance and delivery systems.	10



## Part F – Pricing schedule

**The pricing schedule has an overall weighting of 70%. This is split into two elements with 60% for the plant price and 10% for haulage.**

The price evaluated for the plant price will be calculated by adding all of the prices submitted for each species in all of the quantity breakdowns.

The price for haulage will be calculated by establishing an average price from the prices submitted.

### Lot 1 Bare-root conifer transplants and haulage- 60%

Ref	Common name	Scientific name	Seed specification	Tender (£ per 1000 for the quantity of plants below, exc. VAT)			
				<5k	5 to 20k	20 to 100k	>100k
A	Scots pine	<i>Pinus sylvestris</i>	Seed orchards or seed stands where the basic material is registered in Britain				
B	Native Scots pine	<i>Pinus sylvestris</i>	Indigenous seed stands registered in Britain				
C	Lodgepole pine	<i>Pinus contorta</i>	Seed orchards or seed stands where the basic material is registered in Britain				
D	Sitka spruce	<i>Picea sitchensis</i>	Seed orchards where the basic material is registered in Britain				
E	Sitka spruce (VP)	<i>Picea sitchensis</i>	Parents of family mixtures where the basic material is registered in Britain				
F	Norway spruce	<i>Picea abies</i>	Seed orchards or seed stands suitable for use in Britain				
G	European larch	<i>Larix decidua</i>	Seed orchards or seed stands suitable for use in Britain				
H	Hybrid larch	<i>Larix x marschlinii</i>	Seed orchards or seed stands suitable for use in Britain				

<b>I</b>	<b>Douglas fir</b>	<b><i>Pseudotsuga menziesii</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>J</b>	<b>Noble fir</b>	<b><i>Abies procera</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>K</b>	<b>Grand fir</b>	<b><i>Abies grandis</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>L</b>	<b>Western red cedar</b>	<b><i>Thuja plicata</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>M</b>	<b>Macedonian pine</b>	<b><i>Pinus peuce</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>N</b>	<b>Omorika spruce</b>	<b><i>Picea omorika</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>O</b>	<b>Oriental spruce</b>	<b><i>Picea orientalis</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>P</b>	<b>European silver fir</b>	<b><i>Abies alba</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>Q</b>	<b>Pacific silver fir</b>	<b><i>Abies amabilis</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>R</b>	<b>Coast redwood</b>	<b><i>Sequoia sempervirens</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>S</b>	<b>Wellingtonia</b>	<b><i>Sequoiadendron giganteum</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				

**TOTAL (PLEASE ADD THE COMBINED PRICE FOR EACH PLANT FOR EACH VOLUME TYPE):**

<b>Haulage type- 10%</b> <b>(please quote for all types)</b>	<b>Unit cost per 1000 trees per 100 miles:</b>
<b>Pallet carrier</b>	<b>£</b>
<b>Box van</b>	<b>£</b>
<b>Fixed-bed curtain-sided lorry</b>	<b>£</b>
<b>Articulated curtain-sided lorry</b>	<b>£</b>
<b>AVERAGE</b>	

Lot 2 Bare-root broadleaf transplants and haulage-  
60%

<b>R e f</b>	<b>Common name</b>	<b>Scientific name</b>	<b>Seed specification</b>	<b>Tender (£ per 1000 for the quantity of plants below, exc. VAT)</b>			
				<b>&lt;5k</b>	<b>5 to 20k</b>	<b>20 to 100k</b>	<b>&gt;100k</b>
<b>A</b>	<b>Pedunculat e oak</b>	<b><i>Quercus robur</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>B</b>	<b>Sessile oak</b>	<b><i>Quercus petraea</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>C</b>	<b>Beech</b>	<b><i>Fagus sylvatica</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				
<b>D</b>	<b>Sycamore</b>	<b><i>Acer pseudoplatanus</i></b>	<b>Seed stands suitable for use in Britain</b>				
<b>E</b>	<b>Silver birch</b>	<b><i>Betula pendula</i></b>	<b>Seed orchards or seed stands where the basic material is registered in Britain</b>				
<b>F</b>	<b>Downy birch</b>	<b><i>Betula pubescens</i></b>	<b>Seed orchards or seed stands where the basic material is registered in Britain</b>				
<b>G</b>	<b>Sweet chestnut</b>	<b><i>Castanea sativa</i></b>	<b>Seed orchards or seed stands suitable for use in Britain</b>				

<b>H</b>	<b>Common alder</b>	<i>Alnus glutinosa</i>	Seed stands where the basic material is registered in Britain				
<b>I</b>	<b>Wild cherry</b>	<i>Prunus avium</i>	Seed orchards or seed stands suitable for use in Britain				
<b>J</b>	<b>Bird cherry</b>	<i>Prunus padus</i>	Seed stands where the basic material is registered in Britain				
<b>K</b>	<b>Rowan</b>	<i>Sorbus aucuparia</i>	Seed stands where the basic material is registered in Britain				
<b>L</b>	<b>Hawthorn</b>	<i>Crataegus monogyna</i>	Seed stands where the basic material is registered in Britain				
<b>M</b>	<b>Goat willow</b>	<i>Salix caprea</i>	Seed stands where the basic material is registered in Britain				
<b>N</b>	<b>Grey willow</b>	<i>Salix cinerea</i>	Seed stands where the basic material is registered in Britain				
<b>O</b>	<b>Hazel</b>	<i>Corylus avellana</i>	Seed stands where the basic material is registered in Britain				
<b>P</b>	<b>Small-leaved lime</b>	<i>Tilia cordata</i>	Seed stands where the basic material is registered in Britain				
<b>Q</b>	<b>Field maple</b>	<i>Acer campestre</i>	Seed stands where the basic material is registered in Britain				
<b>R</b>	<b>Blackthorn</b>	<i>Prunus spinosa</i>	Seed stands where the basic material is registered in Britain				
<b>S</b>	<b>Hornbeam</b>	<i>Carpinus betula</i>	Seed stands where the basic material is registered in Britain				
<b>T</b>	<b>Aspen</b>	<i>Populus tremula</i>	Seed stands where the basic material is registered in Britain				
<b>U</b>	<b>Italian alder</b>	<i>Alnus cordata</i>	Seed stands suitable for use in Britain				
<b>V</b>	<b>Red alder</b>	<i>Alnus rubra</i>	Seed stands suitable for use in Britain				
<b>W</b>	<b>Common walnut</b>	<i>Juglans regia</i>	Seed stands suitable for use in Britain				

**TOTAL (PLEASE ADD THE COMBINED PRICE FOR EACH PLANT FOR EACH VOLUME TYPE):**

<b>Haulage type- 10% (please quote for all types)</b>	<b>Unit cost per 1000 trees per 100 miles:</b>
<b>Pallet carrier</b>	<b>£</b>
<b>Box van</b>	<b>£</b>
<b>Fixed-bed curtain-sided lorry</b>	<b>£</b>
<b>Articulated curtain-sided lorry</b>	<b>£</b>
<b>AVERAGE</b>	

Lot 3 cell-grown conifers and haulage- 60%

R e f	Common name	Scientific name	Seed specification	Tender (£ per 1000 for the quantity of plants below, exc. VAT)			
				6 < 5 k	7 5 t o 2 0 k	8 2 0 t o 1 0 0 k	9 > 1 0 0 k
A	Scots pine	<i>Pinus sylvestris</i>	Seed orchards or seed stands where the basic material is registered in Britain				
B	Native Scots pine	<i>Pinus sylvestris</i>	Indigenous seed stands registered in Britain				
C	Lodgepole pine	<i>Pinus contorta</i>	Seed orchards or seed stands where the basic material is registered in Britain				
D	Sitka spruce	<i>Picea sitchensis</i>	Seed orchards where the basic material is registered in Britain				
E	Sitka spruce (VP)	<i>Picea sitchensis</i>	Parents of family mixtures where the basic material is registered in Britain				
F	Norway spruce	<i>Picea abies</i>	Seed orchards or seed stands suitable for use in Britain				
G	European larch	<i>Larix decidua</i>	Seed orchards or seed stands suitable for use in Britain				
H	Hybrid larch	<i>Larix x marschlinsii</i>	Seed orchards or seed stands suitable for use in Britain				
I	Douglas fir	<i>Pseudotsuga menziesii</i>	Seed orchards or seed stands suitable for use in Britain				



<b>J</b>	<b>Noble fir</b>	<i>Abies procera</i>	Seed orchards or seed stands suitable for use in Britain				
<b>K</b>	<b>Grand fir</b>	<i>Abies grandis</i>	Seed orchards or seed stands suitable for use in Britain				
<b>L</b>	<b>Western red cedar</b>	<i>Thuja plicata</i>	Seed orchards or seed stands suitable for use in Britain				
<b>M</b>	<b>Macedonian pine</b>	<i>Pinus peuce</i>	Seed orchards or seed stands suitable for use in Britain				
<b>N</b>	<b>Omorika spruce</b>	<i>Picea omorika</i>	Seed orchards or seed stands suitable for use in Britain				
<b>O</b>	<b>Oriental spruce</b>	<i>Picea orientalis</i>	Seed orchards or seed stands suitable for use in Britain				
<b>P</b>	<b>European silver fir</b>	<i>Abies alba</i>	Seed orchards or seed stands suitable for use in Britain				
<b>Q</b>	<b>Pacific silver fir</b>	<i>Abies amabilis</i>	Seed orchards or seed stands suitable for use in Britain				
<b>R</b>	<b>Coast redwood</b>	<i>Sequoia sempervirens</i>	Seed orchards or seed stands suitable for use in Britain				
<b>S</b>	<b>Wellingtonia</b>	<i>Sequoiadendron giganteum</i>	Seed orchards or seed stands suitable for use in Britain				

**TOTAL (PLEASE ADD THE COMBINED PRICE FOR EACH PLANT FOR EACH VOLUME TYPE):**

<b>Haulage type- 10% (please quote for all types)</b>	<b>Unit cost per 1000 trees per 100 miles:</b>
<b>Pallet carrier</b>	<b>£</b>
<b>Box van</b>	<b>£</b>
<b>Fixed-bed curtain-sided lorry</b>	<b>£</b>
<b>Articulated curtain-sided lorry</b>	<b>£</b>

<b>AVERAGE</b>	
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**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 framework agreement arising from it, will be subject to the latest version of our terms and conditions for the Supply of Goods and Services .

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

		<b>Yes</b>	<b>No</b>
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.		

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

<b>Weighting: This is a Gateway Section (Pass/Fail)</b>	
	<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.
H2	Reference 2
	Organisation name:

Framework Agreement-Open ITT

	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.	
H3	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:

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Date:

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Signature:

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Capacity or Title:

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For and on behalf of:

## Part J – Certificate of *bona fide* tendering

### **Weighting: You must complete this section.**

Tender No: PSSFA15-20  
Due for Return by: 12.00 noon on 24th April 2015  
Subject: Supply of Forestry Planting Stock to the Forestry Commission

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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: \_\_\_\_\_

## Appendix 1 – Addresses of regular delivery locations.

### Nurseries:

Delamere Nursery, Linmere, Northwich, Cheshire, CW8 2JD.

Wykeham Nursery, Sawdon, Scarborough, N. Yorks, YO13 9EB.

Newton Nursery, Elgin, Moray, IV30 3XR.

### Forest Districts:

Kielder FD. Eals Burn, Bellingham, Hexham, Northumberland, NE48 2AJ.

East Anglia FD. Santon Downham, Brandon, Suffolk, IP27 0TJ.

North West England FD. Grizedale, Ambleside, Cumbria. LA22 0QJ.

Sherwood & Lincs FD. Edwinstowe, Mansfield, Notts, NG21 9JL.

Dumfries & Borders FD. Ae village, Parkgate, Dumfries, Ayrshire, DG1 1QB.

Galloway FD. Creebridge, Newton Stewart, DG8 6AJ.

Cowal & Trossachs FD. Aberfoyle, Stirling, FK8 3UX.

West Argyll FD. Whitegates, Lochgilpead, Argyll, PA31 8RS.

Scottish Lowlands FD. Braidwood House, Carlisle, ML8 5NE..

North York Moors FD. Outgang Rd, Pickering, North Yorkshire, YO18 7EL.

West Midlands FD. Lady Hill, Birches, Rugeley, Staffs, WS15 2UQ.

Forest of Dean FD. Bank House, Bank St, Coleford, Glos, GL1 8BA.

South East England FD. Bucks Horn Oak, Farnham, Surrey, GU10 4LS.

Peninsula FD. Bullers Hill, Exeter, Devon, EX6 7XR.

New Forest FD. The Queens House, Lyndhurst, Hants, SO43 7NH.

Lorne Forest District, Millpark Road, Oban, Argyll, PA34 4NH.

Tay Forest District, Inverpark, Dunkeld, Perthshire, PH8 0JR.

Aberdeenshire FD, Ordiquhill, Portsoy Road, Huntly, AB54 4SJ.

North Highland FD, Hilton of Embo, Dornoch, Sutherland, PH33 6SW.

Inverness Ross & Skye FD, Smithton, Inverness, IV1 2NL.

Inverness Ross & Skye FD, Strathoch Fort, Augustus, PH32 4BT.

Lochaber FD, Torlundy, Fort William, IV25 3PW.

Dumfries & Borders FD, Weavers Court, Selkirk, TD7 5NY.